

**TASMANIAN INDUSTRIAL COMMISSION**

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

**Australian Municipal, Administrative, Clerical and Services Union**  
(T.5607 of 1995)

**TIMBER MERCHANTS AWARD**

Award variation - second \$8.00 safety net adjustment

**ORDER BY CONSENT -**

**No. 1 of 1995  
(Consolidated)**

**THE TIMBER MERCHANTS AWARD IS VARIED BY DELETING ALL THE CLAUSES  
CONTAINED THEREIN AND INSERTING IN LIEU THEREOF THE FOLLOWING:**

## 1. TITLE

This award shall be known as the "Timber Merchants Award".

## 2. SCOPE

This award is established in respect of:

- (a) Sawmiller and/or Timber Merchants.
- (b) Wood box maker.
- (c) Timber getter.
- (d) Manufacturer of one or more of the following: wooden articles - axe, hammer, pick, shovel, hoe and/or other tool handles.

## 3. ARRANGEMENT

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

This award shall come into operation from the first full pay period commencing on or after 26 July 1995.

#### **5. SUPERSESSSION AND SAVINGS**

This award incorporates and supersedes No. 2 of 1992 - Consolidated, No. 1 of 1993, No. 2 of 1993, No. 3 of 1993 No. 4 of 1993, No. 1 of 1994 and No. 2 of 1994.

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

#### **6. PARTIES AND PERSONS BOUND**

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

- (a) all employers (whether members of a Registered Organisation or not) who are engaged in the industry specified in Clause 2 - Scope;
- (b) all employees (whether members of a Registered Organisation or not) for whom classifications appear in this award and who are employed in the industry specified in Clause 2 - Scope;
- (c) the following organisations of employees in respect of whom award interest has been determined:
  - (i) the Australian Municipal, Administrative, Clerical and Services Union and the officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope;
  - (ii) The AWU-FIME Amalgamated Union, Tasmania Branch and the officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope;
  - (iii) the Construction, Forestry, Mining and Energy Union, Tasmanian Branch and the officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope;
  - (iv) the National Union of Workers, Tasmanian Branch and the officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope;
  - (v) the Shop, Distributive and Allied Employees Association, Tasmanian Branch, and the officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope;

- (vi) the Transport Workers' Union of Australia, Tasmanian Branch, and the officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope; and
- (d) the following organisations of employers in respect of whom award interest has been determined:
  - (i) the Tasmanian Sawmillers Industrial Association and the officers of that organisation and their members who are engaged in the industry specified in Clause 2 - Scope;
  - (ii) the TFGA Industrial Association and the officers of that organisation and their members who are engaged in the industry specified in Clause 2 - Scope; and
  - (iii) the Tasmanian Chamber of Commerce and Industry Limited.
  - (iv) the Tasmanian Chamber of Retailers and the officers of that organisation and their members who are engaged in the industry specified in Clause 2 - Scope.

## **7. DEFINITIONS**

Division A - Sawmillers, Timber Merchant and/or Timber Seller

**'Articulated vehicle'** means a vehicle with three or more axles comprising a power unit (called tractor truck, prime mover, etc.), and semi-trailer which is superimposed on the power unit and coupled together by means of a king-pin revolving on a turn-table and is an articulated vehicle whether automatically detachable or permanently coupled.

**'Assembler A Class'** means an employee, except where otherwise classified in this award, who in the manufacturing of an article is wholly engaged in assembling prepared pieces of timber or other material used in structural components (which is dressed, morticed, tenoned or otherwise prepared by machining), by clamping, nailing, screwing, gluing or fastening in any way, but who is not responsible for the dimensions of the article other than by checking with gauges or other measuring instruments.

**'Assembler B Class'** means an employee, except where otherwise classified in this award, engaged exclusively on repetitive assembly of joinery components on any automatic, semi-automatic or single-purpose machine and whose work may include the repetitive assembling of structural component parts of any article in predetermined positions in which no fitting or adjustment is required, and the attachment of accessories, such as window fasteners, casement stays or balances, to articles in pre-determined, prepared positions; provided that no such employee shall be responsible for the setting up of machines or the dimensions of the products.

**'Attendant'** means a person who attends to an electric motor or motors of thirty horse-power or more in the aggregate, and performs any duties of oiling, cleaning or attending to commutators, brushes, fuses or switches.

**'Carpenter, bush'** means an employee who has not served his time as a carpenter, but does carpentry work in building mills and huts.

**'Carpenter making stock work'** means an employee making stock doors not larger than 7 feet by 3 feet by 2 inches, double insertion mould, or ledge doors of the same size, stock sashes not larger than 6 feet by 3 feet by 1 1/2 inches or stock frames for same, ladders, step ladders, skirt ironing boards, shirt ironing boards, boot cutting boards, pasteboards, clothes horses, fly-wire doors, fly-wire windows, tree guards, dog kennels, wheel-barrows, water closets (other than pedestal seats).

**'Engine drivers, firemen, etc.'** - classifications 92b and 98 inclusive appearing in Clause 8 - Wage Rates of this award, except as to lofty cranes, have the meanings assigned to them in the Engine Drivers and Firemen's (General) Award.

**'Glazier - first class'** means an employee who is called upon to cut plate, sheet, figured, rolled and other flat glass, also structural glass, and to glaze and fit into wood and/or steel and/or metal and to fix structural glass.

**'Guard'** means an employee other than an engine driver who is in charge of a train or trucks drawn by a locomotive.

**'Head faller'** means an employee who selects timber for falling, exercises supervision over two or more other fallers and/or who sharpens fallers' saws used in bush operations.

**'Kiln Attendant'** means an employee who attends fires and boilers and reads, records and maintains temperatures.

**'Kiln Operator'** means an employee who operates a drying kiln and is responsible for the temperature reading and records thereof.

**'Kiln Supervisor'** means an employee who has had 3 years experience in kiln drying and who has successfully completed a course of training in the kiln drying of timber and who supervises and/or carries out the whole of the work involved in the kiln seasoning of timber including the preparation of drying schedules and the calculation of moisture content.

**'Labourer - experienced'** means an adult employee with not less than 3 months experience in the industry, whether in the service of one or more employers, who is employed upon work for which a wage rate is not elsewhere provided.

**'Leading hand'** means an employee who, while he is working, has under his charge or control any adult person or persons not apprentices and who has been appointed by the employer to take such charge or control. This definition does not apply to engine drivers, firemen or greasers.

**'Lofty crane'** means a lofty crane outside a building not in the course of erection where the driving platform is more than 20 feet from the level of the ground, but does not include an overhead traverser crane.

**'Machinist, A Grade'** - means a tradesman wood machinist who has served the prescribed apprenticeship to wood machining as set out in this or previous awards or an adult by reason of training for 4 years or more and experience is, at the time of engagement or subsequent thereto, deemed by the employer to be capable and is willing to perform the work of tradesman wood machinist which work shall include the work of operating and setting up and/or grinding the knives and cutters of any of the following machines upon which he is employed notwithstanding that he may not be called upon to perform all such work:

- (a) Boults carver
- (b) Buzzer and/or jointer (using other than straight knives and cutters)
- (c) Cross grainer
- (d) Drum sander (4 or more drums)
- (e) General joiner
- (f) Lindermann gluer and jointer
- (g) Lock angle machine
- (h) Moulder
- (i) Planer - 3 heads or more (other than box)
- (j) Planer - box (4 heads or more)
- (k) Router, working freehand
- (l) Shaper (other than grooving and/or slotting in box and case making)
- (m) Spoke throater
- (n) Tenoner (using scribing irons, other than an automatic tenoner)
- (o) Trusser or crozier
- (p) Variety turning on lathes other than automatic lathes
- (q) Dowel machine (multiple type)
- (r) Mosaic flooring machine (other than assembling machine)
- (s) Wood chipper
- (t) 'V' Grooving Machine
- (u) 'V' Line Folding Machine
- (v) Panel Line Machine

An employee operating any of the machine prescribed in (a), (b), (e), (f), (k) and (l) hereof shall be an 'A' grade machinist notwithstanding such employee does not set up and/or grind the knives and cutters.

**'Machinist, B Grade'** means an adult employee other than a tradesman operating and setting up and/or grinding the knives or cutters of any of the following machines:

- (a) Automatic lathe
- (b) Borer (3 or more spindles)
- (c) Buzzer and/or jointer (using straight knives or cutters)
- (d) Copying lathe
- (e) Drum sander (double or triple drums)
- (f) Dovetailer
- (g) End matcher, finger jointer and all other male and female profile machines
- (h) Morticer (chain or hollow chisel of any kind or any other)
- (i) Planer (one or 2 heads) other than box

- (j) Planer, box (less than 4 heads)
- (k) Relisher
- (l) Router (working from templates, dies, jigs or fences)
- (m) Shaper (grooving and/or slotting in box and case making)
- (n) Slicer (box)
- (o) Tenoner (other than as provided in 'A' Grade above)
- (p) Wood wool machine
- (q) Dowel machine (single type)
- (r) Pole scarfing (including operator of such machine who also operates a pole boring or pole capping machine)
- (s) Microplaner
- (t) Radial head using saws or cutters in the making of component parts for pre-cut buildings or of roof trusses or any other form of trusses
- (t) Radial head using saws or cutters in the making of component parts for pre-cut buildings or of roof trusses or any other form of trusses
- (u) Wood chipper
- (v) Spiking machine (incisor)
- (w) 'V' Grooving machine
- (x) 'V' Line Folding machine
- (y) Panel Line Machine

**'Maker's capacity'** means the capacity attributed to the vehicle by the seller or maker thereof except in cases where on any day the maximum weight of any load exceeds such capacity by one-third or more thereof in which cases such maximum load shall for the purposes of assessing the wages to be paid for that day be deemed to be the makers capacity.

**'Measurer'** means an employee who measures and records dimensions and number of pieces of sawn timber.

**'Millwright'** means a tradesman engaged installing and/or maintaining machinery.

**'Mixed Industry'** means an employer's industry where the work performed by an employee is subsidiary and ancillary to the chief and principal purpose and business of such industry.

**'Order in this definition'** means the demand of a customer or of the employer, or someone on his behalf, to the orderman for an expressed size and class or expressed sizes and classes of timber.

**'Orderman'** means an employee who is responsible for the selection, allotment and measuring of orders for delivery and/or for the execution of orders for delivery.

**'Orderman Class 1'** means an employee other than an orderman elsewhere defined who is capable of selecting, grading and marking basic materials to the best advantage for re-manufacture and from stock for the fulfilment of orders; he shall be capable of tallying, measuring and checking before submitting details for cart-note preparation.



**'Orderman Class 2'** means an employee in a log sawmill who is responsible for the fulfilling of orders by selection of material for cutting to required sizes and lengths, checking and measuring of completed orders and compiling for dispatch.

**'Responsible man at docking saw'** means a man in charge of a docking saw and who keeps check of or tallies timber cut at such saw.

**'River logman'** means an employee usually and ordinarily engaged on or in connection with any barge, raft or punt on any river, in loading, discharging or bringing logs, piles, hewn or sawn timber to or from any mill or depot.

**'Saw doctor'** means an employee who may be required to manufacture from blank ribbon steel band saws of varying widths and who punches teeth, grinds teeth, swages and sets, hard tips teeth, tensions and levels circular saws, grinds, sharpens and sets circular saws, maintains chain saw chains, hand saws and frame saws and who when required, is responsible for the training of other employees.

**'Saw sharpener'** means an employee who sharpens, sets and tensions saws only using either hand or automatic grinding equipment, file, setting lever and setting gauge saw sharpener.

**'Tallyman'** means an employee who by measuring and calculating quantities keeps an account of timber and does not include one who merely measures lengths of timber or merely counts timber by pieces.

**'Timber grader'** means an adult employee who grades timber according to quality into 3 or more specific grades of saleable timber.

**'Tramway builder or repairer'** means an employee engaged in the work of tramway construction and maintenance but does not include the work of clearing the track and forming the permanent way or the work ordinarily performed by a fettler.

**'Union'** means the Australian Timber Workers' Union.

**'Water dogman'** means a crane attendant usually and ordinarily engaged in the work of handling in water round logs or hew logs or oregon spars.

**'Wheelwright'** means an employee engaged in the making or repairing of a wooden wheel but does not include blacksmith work.

## Division B - Clerks and Sales Assistants

**'Assistant'** means an employee who devotes any portion of his or her time to the sale of goods, including take-away food, parcelling, key cutting, goods or assembling orders and/or messenger.

**'Country sales representative'** shall mean a sales representative who spends at least 2 week nights in any one week away from his normal place of residence or home town, but it shall be a condition of this award that an employer of a country sales representative shall at all times retain the right to instruct such sales representative to remain away from his normal place of residence or home town until Friday and that a country sales representative shall comply with any instructions received from his employer regarding this matter.

**'Employee handling money'** shall mean an employee subject to this award who collects or pays out money and who is responsible for the safe custody of the amount so collected or carried to be paid out.

**'Maker's capacity'** shall mean the capacity attributed to the vehicle by the manufacturer as a maximum gross rating less the vehicle's tare, except in cases where on any day the maximum weight of any load exceeds such capacity by one-third or more thereof, in which case such maximum load shall, for the purposes of assessing the wages to be paid for that day, be deemed to be the maker's capacity.

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

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

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

**'Section manager and/or buyer/orderer'** or **'section manageress or buyer/orderer'** means an employee in charge of a section or an employee who buys or supervises the buying or selection of stock, and who is responsible for the keeping of stock of the section and who is actually employed in that section and in direct contact with the customers, notwithstanding that he or she may be under the orders of a supervisor who does not devote the whole of his/her time to management of the section.

**'Senior sales assistant'** means the adult sales assistant who is second in charge of a department controlled by a department manager/owner and such an employee shall be classed as second in charge only if so appointed by the employer or his representative.

**'Shop or branch manager or manageress'** i.e. an employee (whether adult or otherwise) who is in charge of a shop or branch shop, with or without the duty of buying notwithstanding that such employee may be under the orders of a superior who does not devote the whole or any part of his time to the management of the said shop or branch shop.

**'Storeman'**, i.e. an employee who is exclusively engaged in receiving and dispatching goods, and who performs the duties incidental to the work of a storeman.

**'Town or local sales representative'** shall mean a sales representative who ordinarily returns each day to his home town headquarters.

**'Trainee Clerk'** means a person employed by the employer under the terms of the Australian Traineeship System and any agreements attached thereto.

**'Training Agreement'** shall mean an agreement registered under the provisions of the Industrial and Commercial Training Act 1985.

**'Window dresser' and/or 'show-card writer'** means an employee the greater part of whose time is engaged in the supervision of and/or preparation of displays and/or dressing of windows.

**8. WAGE RATES**

**DIVISION A - SAWMILLER, TIMBER MERCHANT AND/OR TIMBER GETTER**

**1. WAGES - ADULTS**

Section (a)

An adult employee of a classification specified hereunder shall be paid:

- (i) Not less than the weekly wage rate appropriate to the employee's classification according to the group assigned to that classification in the Classification Schedule hereunder and the weekly wage rates shown in the following Group Wage Rates Schedule; or
- (ii) In the case of a classification specified in section (c) of this subclause, not less than the weekly wage rate payable under that section for the area in which the employee is working.

**GROUP WAGE RATES SCHEDULE**

Designation of Group	Base Rate \$	Safety Net Adjustment \$	Weekly Wage Rate \$
A	354.70	16.00	370.70
B	335.10	16.00	351.10
C	320.30	16.00	336.30
D	309.80	16.00	325.80
E	301.40	16.00	317.40
F	295.70	16.00	311.70
G	292.20	16.00	308.20
H	286.10	16.00	302.10
I	279.40	16.00	295.40
J	271.60	16.00	287.60

## GROUPS AND CLASSIFICATIONS

Number	Classification	Group
1.	Assembler, wall frame (other than classification 55 (e))	H
2.	Axeman -	
	(a) Broad Axeman	B
	(b) Adzeman	B
	(c) Axeman employed using chopping axe taking off bark and bumps from logs for use in veneer mills	
3.	Boxes, crates and/or cases -	
	(a) Breaking up	I
	(b) Cleaning and/or steaming	I
	(c) Spraying machinist	I
	(d) Splicing machinist	I
	(e) Printing machinist	H
	(f) Munitions - ammunition box manufacture - employees not elsewhere included	H
	(g) Lacing and wiring machinist	I
	(h) Nailing machinist	
	(i) Multiple (a) Up to and including 12 tracks	H
	(b) Over 12 tracks	F
	(ii) Other	I
	(i) Cleating or stitching machinist	I
	(j) Finishing	H
	(k) Wire bound box making machinist	G
	(l) Hoop ironing and/or wiring (bench hand)	G
	(m) Making and/or repairing (manual)	G
	(n) Sorting, crating and/or stacking cardboard boxes and/or cardboard cases	J
	(o) Reconditioning cardboard boxes and/or cardboard cases	G
	(p) Slitter/Slotter machine using cardboard	G
4.	Bulk bin maker	H
5.	Carpenter and/or joiner (inclusive of tool allowance) - See section (c) of this subclause	
6.	Carpenter, bush (as defined) (inclusive of tool allowance)	F
7.	Carpenter making stock work (as defined) (inclusive of tool allowance)	F
8.	Chain saw operator (other than faller)	F
9.	Chip Conveyor Operator	E
10.	Chip screen attendant	E
11.	Chip tester	E
12.	Crane attendant or dogman - See section (c) of this subclause	
13.	Debarker operator (a) Mechanical	E
	(b) Hydraulic	D
14.	Dogger (see classification 67 (f) (vi))	

- |      |  |   |
|------|--|---|
| 15.  | Driver -   |   |
|      | (a) Caterpillar or similar type of logging tractor engaged in logging and/or ancillary operations  | B |
|      | (b) Wheeled or crawler loader, including side loader, fitted with fork, grab, bucket or splitting attachment, with lifting capacity -  |   |
|      | (i) Up to and including 10000lb  | D |
|      | (ii) Over 10000lb and up to and including 30000lb  | C |
|      | (iii) Over 30000lb   | B |
|      | (c) Winch  | D |
|      | (d) Where two or more fork lifts or cranes are engaged on any one lift the driver thereof shall be paid an additional amount at the rate of 54 cents per day for each day so occupied. |   |
| 16.  | Drivers - see clause 1(c)  |   |
|      | (a) Motor lorry or wagon   |   |
|      | (b) Motor (not being a tractor) drawing trailer  |   |
|      | (c) Oil tractor  |   |
|      | (d) Articulated vehicle  |   |
|      | (e) Straddle truck   |   |
| 17.  | Driver driving truck transporting logs at pine plantations shall be paid the following amounts additional to his ordinary wage:  |   |
|      | (a) with crane attachment <b>\$2.50</b> per week   |   |
|      | (b) without crane attachment <b>\$1.10</b> per week  |   |
| 18.  | Elevator and/or piler man in connection with stacking or unstacking timber   | I |
| 19.  | Faller who works alone, selects his trees and sharpens his own saws  | C |
| 20.  | Faller, other  | D |
| 21.  | Faller, head (as defined)  | B |
| 22.  | Faller, pine plantations (see classification 60 (a))   |   |
| 23.  | Feeder on moulding machine - automatic - feed table  | I |
| 24.  | Firewood cutter  | I |
| 25.  | Floor surfacer   | F |
| 25A. | Forwarder Log Handling machine   | B |
| 26.  | Glazier (a) first class (as defined) -<br>See section (c) of this subclause  |   |
|      | (b) all others   | D |
| 27.  | Gluer (a) Edge band: operator in charge of<br>(b) High frequency: operator   | C |
| 28.  | Grader/timber (as defined)   | F |
| 29.  | Grinder whose principal duty is grinding knives and cutters  |   |
|      | (a) Tradesman  | B |
|      | (b) Other  | F |

30.	Immunising or impregnating plant operator (responsible man) -	
	(a) Cold borax pressure treatment	E
	(b) Hot borax non-pressure treatment	E
	(c) Copper chrome arsenate pressure treatment	C
	(d) Hot creosote pressure treatment (minimum pressure 200 lbs per square inch)	C
31.	Kiln attendant (as defined)	F
32.	Kiln operator (as defined)	E
33.	Kiln supervisor (as defined)	B
34.	Labourer, experienced (as defined)	J
35.	Laminated beam maker	
	(a) responsible for setting up machine, setting our product and operating machine -	
	(i) on continuous process	B
	(ii) other	C
	(b) assistant or other operator	E
36.	Landing builder or repairer	I
37.	Loading or turning sleepers over 5 feet long	I
38.	Loading logs	I
39.	Log chuteman	I
40.	Log conveyorman	I
41.	Logman, river (as defined)	I
42.	Log cabin manufacture -	
	(a) Log preparing machine operator	C
	(b) Assistant log preparing machine operator	F
	(c) Module fabricator	D
43.	Log skidder, pneumatic tyred	B
44.	Log washer	I
45.	Log yardman or skidman	H
46.	Machinist (woodworking) -	
	(a) 'A' Grade (as defined)	B
	(b) 'B' Grade (as defined)	E
	(c) 'C' Grade - means an adult employee other than a tradesman, operating any of the following machines and he shall be paid the wage rate assigned thereto:	
	(i) Sander, belt polisher	F
	(ii) Moulder	G
	(iii) All other machines prescribed in 'A' & 'B' Grades, except the machines referred to in (a), (b), (e), (f), (k) and (l) of 'A' Grade	H
	(iv) Borer less than three spindles	H
	(v) Truss jig and/or press (other than setting)	H
47.	Measurer (as defined)	I
48.	Measurer, log	H
49.	Mill-waste chipper attendant	H
50.	Millwright (as defined) - See section (c) of this subclause	

51.	Motor mechanic - See section (c) of this subclause	
52.	Offsider to forklift truck driver where offsider is required to work at a height above 9 feet	I
53.	Offsider to logging tractor or bulldozer driver	G
54.	Operator employed on gluing segs and/or cramps for the laminating of veneers or timber for ribs, frames or spars for aircraft or marine work and for girders, beams and trusses for constructional work	C
55.	(a) Operator employed on gluing jigs and/or cramps for laminating, fabricating or assembling of timber or plywood or veneers or other materials (except employees covered by Classification 54)	F
	(b) Operator of door and/or panel routing and drilling machine	F
	(c) (i) Operator of punching and notching machine, preparing metal components to be fitted to door and/or panels by mechanical means	I
	(ii) Employees fitting metal components to doors and/or panels by mechanical means	F
	(d) (i) Operator of door and/or panel trimming machine where the operator is required to set up such machine or to grind the knives machine and grind the knives and cutters	B
	(ii) Operator of door and/or panel trimming machine where the operator is required to set up such machine but is not required to grind the knives and cutters	F
	(iii) Operator of door and/or panel trimming machine where the operator is not required to set up such machine nor to grind the knives and cutters	I
	(iv) Operator of Tree Harvester	C
	(v) Operator of Grapple Saw	B
	(e) Operator in charge of wall frame fabricating machine (See also classification 1) -	
	(i) computerised numerically controlled 'Hurn/Wadkin'	B
	(ii) manually controlled	C
	(f) Operator in charge of mechanical stress grader	C
56.	Operator of buckler - limber - buncher machine (LOGMA)	C
57.	Orderman (as defined)	F
58.	Orderman	
	(a) Class 1 (as defined)	C
	(b) Class 2 (as defined)	D
59.	Pallet maker	G
60.	Pine plantation employees -	
	(a) Faller	F
	(b) Loader, trimmer and employee cutting logs	I



61.	Pole dresser (excluding broad axeman and/or adzeman)	C
62.	Pole handler	G
62A.	Post Pointer	H
63.	Primer (by any method)	H
64.	Pulpwood cutter and/or splitter	H
65.	Rigger or Tree climber	B
66.	Sanitary man	D
67.	Sawing employees -	
(a)	Sawyers -	
(i)	Log Band sawyer	B
(ii)	Log cross cut circular sawyer chip industry	G
(iii)	Sawyer who breaks down logs and cuts timber to an accurate size.	B
(iv)	Stave cutting sawyer	D
(v)	Sawyer who breaks down logs but does not cut timber to accurate size.	D
(vi)	Flitching frame sawyer	E
(vii)	No. 1 Benchman	B
(viii)	No. 2 Benchman	D
(ix)	No. 3 Benchman	G
(x)	No. 4 Benchman	I
(xi)	Gang frame sawyer	F
(xii)	Power driven crosscut sawyer other than dockerman	G
(xiii)	Roller re-cut band sawyer using blade over 3 inches in width	D
(xiv)	Roller re-cut band sawyer using blade not over 3 inches in width if the sawyer is ever required to braze and sharpen his own saw	C
(xv)	Roller re-cut band sawyer using blade not over 3 inches in width if not brazing or sharpening his own saw	F
(xvi)	Circular sawyer if cutting a depth of or over 7 1/2 inches	D
(xvii)	Circular sawyer if cutting a depth of under 7 1/2 inches	E
(xviii)	Edger sawyer to log band sawyer	D
(xix)	Sawyer who breaks down small logs over 30 inches but under 9 feet in length and not over 12 inches in diameter but who does not cut out planks to finished sizes for use in the manufacture of boxes and cases	E
(xx)	Sawyer cutting timber 3 inches or over received from sawyer in (xix) hereof	E
(xxi)	Sawyer cutting timber less than 3 inches received from sawyer in (xix) and (xx) hereof	F
(xxii)	Breaking down small logs not over 30 inches long and not over 12 inches in diameter for use in the manufacture of boxes	F
(xxiii)	Frame sawyer	F
(xxiv)	Detail band or jig sawyer if the sawyer is ever required to braze or sharpen his own saw	C
(xxv)	Detail band or jig sawyer if not brazing or sharpening his saw	F
(xxvi)	Sawyer cutting detail	D

(xxvii)	Sawyer preparing timber for moulding machine (other than vertical, flat or deep cutting)	F
(xxviii)	Cross-cut sawyer, cabinet furniture or joinery work	F
(xxix)	Cross-cut sawyer in box and case factories	I
(xxx)	Cross-cut sawyer not provided for elsewhere herein	I
(xxxi)	Case or box bench sawyer flattening off up to 2 inches in thickness	I
(xxxii)	Sawyer using Symonsen log turner - 10 cents per day additional to ordinary rate	
(xxxiii)	Edge-truing multiple sawyer who is required to set up	D
(xxxiv)	(a) Edge-truing multiple sawyer who is not required to set up (b) Multiple Saw Edger (Hydraulic or air operated)	F C
(xxxv)	Edge-truing multiple sawyer using chipper attachment who is required to set up	C
(xxxvi)	Edge-truing multiple sawyer using chipper attachment who is not required to set up	E
(xxxvii)	Multiple cross-cut sawyer, excluding dockerman who is required to set up saws	G
(xxxviii)	Multiple cross-cut sawyer, excluding dockerman who is not required to set up saws	I
(xxxix)	Horizontal band saw using adjustable table	C
(xxxx)	Horizontal band saw not using adjustable table	E
(xxxxi)	Multiple trimmer operator	E
(xxxxii)	Operator panel and wall saws	H
(b)	Dockerman	
	(i) Dockerman where two or more docking saws -	
	(i) Responsible man (as defined)	G
	(ii) Other	I
	(ii) Dockerman (where tallying or not) where only one docking saw	H
	(iii) Docker computerised (optimiser)	D
	(iv) Docker Automatic	G
(c)	Handleman	G
(d)	Header-in (feeder) re-cut band saw	I
(e)	Leverman	G
(f)	Pullers-out -	
	(i) Puller-out No. 1 bench or breast bench on which logs are broken down and timber sawn to finished sizes -	
	1. Single-handed on dead or manually operated roller	E
	2. On dead or manually operated roller where not single-handed	G
	3. Power-driven (other than manual power or friction feed)	G
	(ii) Puller-out No. 2 bench -	
	1. Single-handed on dead or manually operated roller	G
	2. On dead or manually operated roller where not single-handed	H
	3. Power-driven (other than manual power) or friction feed	I
	(iii) Puller-out or assistant No. 3 bench	I
	(iv) Puller-out on log-bandsaw, edging saw, roller re-cut bandsaw using blade of or over 3 inches in width or circular saw cutting depth of over 7 1/2 inches	H

(v)	Puller-out - circular saw cutting depth of under 7 1/2 inches and length over 3ft. 6in. except on saws flatting off	I
(vi)	Puller-out, dogger or wedger up - any breaking down saw	H
(g)	Setters on saw carriages	I
(h)	Sorter, board line	H
(i)	Mechanical size operator	G
68.	Saw doctor (as defined)	A
69.	Saw sharpener (as defined)	D
70.	Saw sharpener who does not tension saws	F
71.	Spar or plank road builder	I
72.	Splitting machine, log, operator	F
73.	Spotter at spot mills	D
74.	Spray gun (paint) operator (one coat other than prime coat)	H
75.	Spray gun (paint) operator (two coats or more)	G
76.	Spray painting machine operator	F
77.	Stacker, block, of timber and/or plywood and/or veneer	I
78.	Stacker, for seasoning by means of stripping or other recognised method	H
78A.	Automatic stacking machine operator	F
79.	Storeman and/or packer - See section (c) of this subclause	
80.	Tailer-out, moulder or planing machine -	
(a)	checking timber and docking out faults	G
(b)	other	I
81.	Tallyman (as defined)	F
82.	Timber bender -	
(a)	By hand	G
(b)	Operating machine	E
(c)	Who selects timber, improvises own forms and equipment and operates machine	C
83.	Timber traverser operator	H
83A.	Tradesman's Assistant	G
84.	Tree climber or rigger	B
85.	Trellis Maker	I
86.	Truss, setter of jig (see also classification 46(c)(v))	B
87.	Watchman and/or security officer who attends fires and boilers	G
88.	Watchman and/or security officer who does not attend fires and boilers	H
89.	Water dogman (as defined)	G
90.	Weighbridge attendant	B
91.	Wood turner, using hand tools	B
92.	Stationary engine drivers (as defined) - see section (c) of this subclause	
93.	Crane drivers - see section (c) of this subclause	
94.	Mobile crane drivers - see section (c) of this subclause	
95.	Traction engine drivers - Rail - see section (c) of this subclause	
96.	Mechanical Plant Drivers or Operators - see section (c) of this subclause (See note after Group 6 of this classification)	
97.	Greaser, etc. - see section (c) of this subclause	
98.	Additional amounts (engine drivers and/or firemen) - section (c) of this subclause	see
99.	All others	J

Section (b)

In addition to the weekly wage rates prescribed by section (a), a leading hand having under his supervision 2 to 6 employees shall be paid **\$10.30** per week and for more than 6 employees **\$16.30** per week.

Section (c)

The rates of pay prescribed for the various classes of occupations indicated hereunder shall be as prescribed for such classes of occupations in the locality concerned by the award or determination indicated hereunder and such rates of pay shall be deemed to be altered in like manner and from the same operative date whenever any alterations are made to the relevant rates prescribed for such occupations in the locality concerned by the award or determination indicated hereunder as in force from time to time.

Number	Classification	Award/Determination
5	Carpenter and/or joiner	Building Trades
12	Crane attendant or dogman	Metal Industry
16	Driver, etc.	Transport Workers' (General)
26	Glazier - first class	Furnishing Trades
50	Millwright	Metal Trades (classification Fitter)
51	Motor Mechanic	Metal Industry
79	Storeman and/or Packer	Storeman and Packers (General Stores)
92	Stationary engine drivers	Engine Drivers and Firemen's (General)
93	Crane drivers	Engine Drivers and Firemen's (General)
94	Mobile crane drivers	Engine Drivers and Firemen's (General)
95	Traction engine drivers - Rail	Engine Drivers and Firemen's (General)
96	Mechanical plant drivers or operators	Engine Drivers and Firemen's (General)
97	Greasers, etc.	Engine Drivers and Firemen's (General)
98	Additional amounts	Engine Drivers and Firemen's (General)

## 2. SPECIAL ALLOWANCES

In addition to the weekly wage rates set out in subclause 1 hereof the following allowances shall be paid:

- (a) Submerged timber - regular employees carrying off rafts of sunkenrapunts or carrying or handling on any raft, punt, wharf, or dump, timber which has recently been submerged and is in a wet condition therefrom 24 cents per hour.
- (b) Saw bench crew cutting charred timber shall be paid an allowance of 90 cents per day where the employer or his representative and the employees concerned are agreed that the disabilities associated with sawing such timber are unusually dirty or objectionable.
- (c) Drivers or motor lorries or wagons who are required to collect on delivery moneys (excluding not negotiable cheques) on behalf of the employer shall be paid the following allowances:

	Per Week \$
For any amount up to \$20	0.50
For any amount over \$20 but not exceeding \$200	1.00
For any amount over \$200 but not exceeding \$600	2.00
For any amount over \$600 but not exceeding \$1,000	3.00
For any amount over \$1,000	3.90

The above allowances shall be deemed to be altered in accordance with any alterations made to the collecting of moneys allowances prescribed by the Transport Workers' (General) Award in force from time to time.

## 3. RATES FOR APPRENTICES AND JUNIORS

- (a) The minimum weekly wage rate to be paid to apprentices shall be as follows:
  - (i) Apprentices (other than Saw Doctor Apprentices)

Year of Apprenticeship	Percentage of Weekly Wage Rate for Wood Machinist 'A' Grade
First	50
Second	60
Third	75
Fourth	90

(ii) Saw Doctor Apprentices

Year of Apprenticeship	Percentage of Weekly Wage Rate for Saw Doctor
First	50
Second	60
Third	75
Fourth	90

(iii) Where an apprentice is under the age of 21 years on the expiry of his apprenticeship he shall be paid at not less than the adult rate prescribed for the classification on which he is employed.

(b) Unapprenticed Juniors

The minimum weekly wage rate to be paid to unapprenticed juniors shall be the undermentioned percentages of the ordinary weekly wage rate payable under classification 99 - All others, subclause 1 hereof:

Years of age	Percentage of weekly wage rate prescribed for classification 99 All others
16	40
17	55
18	70
19	85
20	100

(c) Adjustment of Rates for Apprentices and Juniors

The above percentages shall be calculated in multiples of 5 cents, amounts of 2 cents or less being taken to the lower multiple and amounts in excess of 2 cents being taken to the higher multiple.

## DIVISION B - CLERKS AND SALES ASSISTANTS

### 1. WAGES

Except as prescribed in paragraphs (iv) and (v) hereof, adult employees of a classification hereunder mentioned shall be paid the weekly wage rate assigned opposite that classification.

(i) Adult Clerks

		Base Rate \$	Safety Net Adjustment \$	Weekly Wage Rate \$
1.	First year's experience	290.30	16.00	306.30
	Second year's experience	311.50	16.00	327.50
	Third year's experience	339.10	16.00	355.10
2.	An accountant or chief clerk wholly responsible for office work and who prepares the balance sheet and profit and loss account	452.60	16.00	468.60
3.	A clerk who is in charge of and responsible for the work of -			
	(a) 5 or more employees	400.50	16.00	416.50
	(b) 3 or 4 employees	384.50	16.00	400.50
	(c) 2 employees	376.50	16.00	392.50

'Employees' in this paragraph shall mean any male or female clerk, typist or stenographer and shall include the clerk-in-charge.

(ii) Sales Assistants and Allied Classifications

1. Assistants -

(a)	First year's adult experience	290.30	16.00	306.30
(b)	Second year's adult experience	311.50	16.00	327.50
(c)	Third year's adult experience and thereafter	339.10	16.00	355.10
2.	Senior Sales Assistant	357.80	16.00	373.80

3.	Sales Section Manager/Manageress in charge of and responsible for the work of -			
	(a) 5 or more employees	400.50	16.00	416.50
	(b) 3 or 4 employees	384.50	16.00	400.50
	(c) 2 employees	376.50	16.00	392.50
4.	Gunsmith	306.30	16.00	322.30
5.	Cleaner	280.10	16.00	296.10
6.	Van Salesman	339.50	16.00	355.50
7.	Storeman/Storewoman and Packers			
	(a) Storeman/Storewoman Grade 1	299.90	16.00	315.90
	(b) Storeman/Storewoman Grade 2	310.00	16.00	326.00

A Storeman/woman working singly and/or a storeman/woman who has control of an isolated store where no direct supervision is exercised and is responsible for receipt, controls, issues and stock checking of goods and/or materials, notation and preparation of necessary documents.

8.	Sales Representative			
	(a) Country Sales representative	341.50	16.00	357.50
	(b) Town or local sales representative	315.60	16.00	331.60

(iii) Juniors - Clerks

The minimum weekly wage rates that shall be paid to juniors shall be the undermentioned percentages of the second year adult weekly wage rate adjusted to the nearest 10 cents.

	Percentage of Second Year Adult Rate (\$319.50) %	Weekly Wage Rate \$
Under 16 years of age	40	131.00
16 to 17 years of age	45	147.40
17 to 18 years of age	55	180.10
18 to 19 years of age	70	229.30
19 to 20 years of age	80	262.00
20 to 21 years of age	90	294.80



**PROVIDED** further when determining the wage payable to an employee attaining the age of 21 years, who has been employed as a junior clerk in the trades or groups of trades in respect of which awards of the Tasmanian Industrial Commission relating to private industry employees are established, experience obtained after reaching the age of 18 years shall be counted as adult experience.

(iv) Trainee Clerk (as defined)

The minimum weekly wage rate payable to a trainee clerk (as defined) shall be determined by the following method of calculation -

By taking the appropriate wage rate for a junior clerk as prescribed in paragraph 1(iv) of this division then multiplying it by 39 and dividing it by 52 (39 being the actual number of weeks spent on the job).

**PROVIDED** that the wage determined by this calculation shall in no case be less than the minimum rate (as varied from time to time) prescribed by the Australian Traineeships System Guidelines.

**PROVIDED ALWAYS** that trainee clerk (as defined) wage rate shall be calculated in multiples of ten cents with any result of five cents or more being taken to the next ten cents."

(v) Additional Payments

In addition to the weekly wage rates prescribed herein the following additional amounts per week shall be paid to stenographers, audio typists, teletypists, accounting machine, computer, data processing, tabulating machine, card punch and verifier operators.

	Amount \$
Under 16 years of age	1.00
16 to 17 years of age	1.20
17 to 18 years of age	1.30
18 to 19 years of age	1.50
19 to 20 years of age	1.90
20 to 21 years of age	2.00
21 years of age and over	2.60

(vi) Estimating Service

In estimating the number of years service of an employee the total clerical experience in the service of every employer in the trades or groups of trades in respect of which awards of the Tasmanian Industrial Commission relating to private industry employees are established shall be taken into account.

(vii) Junior Sales Assistants

The minimum weekly wage rate that shall be paid to junior sales assistants shall be the undermentioned percentages of the second year adult weekly wage rate adjusted to the nearest 10 cents.

	Percentage of Second Year Adult Rate (\$319.50) %	Weekly Wage Rate \$
Under 17 years of age	54	176.90
17 to 18 years of age	59	193.20
18 to 19 years of age	73	239.10
19 to 20 years of age	86	281.70
20 to 21 years of age	90	294.80

**PROVIDED** further when determining the wage payable to an employee attaining the age of 21 years, who has been employed as a junior assistant in any of the trades covered by this award, experience obtained after reaching the age of 18 years shall be counted as adult experience.

## **9. ACCOMMODATION, ETC.**

### Rent of Houses and Huts

The employer may charge such rent for the use and occupation of huts or houses owned or controlled by him as may be agreed upon between the employer, the employee and the Union, and in default of agreement such rent as the Tasmanian Industrial Commission may think reasonable and fair.

No employee shall be charged any rent by his employer for any hut or house occupied by him unless such house has been built by the employer or some previous employer at the employer's own expense or purchased by him from some prior owner.

## **10. ANNUAL LEAVE**

### (a) Period of Leave

Except as hereinafter provided, a period of twenty eight consecutive days leave including non-working days shall be allowed annually to an employee after twelve months continuous service (less period of annual leave) as an employee is any one or more of the occupations to which the award applies.

### (b) Seven-Day Shift Workers

In addition to the leave hereinbefore prescribed in subclause (a) of this clause seven-day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed seven consecutive days leave including non-working days.

Where an employee with 12 months continuous service is engaged for part of the 12 monthly period as a seven-day shift worker, he shall be entitled to have the period of annual leave prescribed in subclause (a) hereof increased by half a day for each month he is continuously engaged as aforesaid.

### (c) Annual Leave Exclusive of Public Holidays

Subject to this subclause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by Clause 21 - Holidays hereof, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of his annual leave time equivalent to the ordinary time which the employee would have worked if such a day had not been a holiday.

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

(d) Broken Leave

The annual leave shall be given and taken in a continuous period, or in 2 separate periods of which the longer shall be at least one fortnight, or where the employer and employee concerned so agree in 3 separate periods, the longest of which shall be at least a fortnight, provided that the Secretary of the State Branch of the Union is notified of such agreement by registered letter at least 14 days prior to such third separate period of annual leave proposed to be taken by the employee.

(e) Calculation of Continuous Service

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

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

In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this subclause shall inform the employer in writing, if practicable, within 48 hours of the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness, injury or cause, and the estimated duration of his absence. A notification given by an employee pursuant to subclause (a)(ii), Clause 39 - Sick Leave hereof shall be accepted as notification under this subclause.

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

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

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

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

(f) Successor or Assignee

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

(g) Calculation of Month

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

(h) Leave to be Taken

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

(i) Time of Taking Leave

Except as otherwise provided by this subclause and by subclause (n) of this clause, annual leave shall be given at a time fixed by the employer within a period not exceeding six months from the date when the right to annual leave accrued and after not less than one month's notice to the employee.

**PROVIDED** that where the annual leave is given in two or three parts in accordance with subclause (d) of this clause, the first part of the leave shall be given within a period not exceeding six months from the date the right to annual leave accrued, and after not less than one month's notice to the employee, and the second and/or third part of the leave shall be given within a period not exceeding nine months from the date the right to annual leave accrued and after not less than one month's notice to the employee.

(j) Leave Allowed Before Due Date

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

Where annual leave or part thereof has been granted to an employee pursuant to this subclause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months continuous service in respect of which the leave was granted; and the amount paid by the employer to the employee for the annual leave or part so taken in advance exceeds the amount which the employer is required to pay to the employee pursuant to subclause (l) of this clause the employer shall not be liable to make any payment to the employee under subclause (l) of this clause, and shall be entitled to deduct the amount of excess from any remuneration payable to the employee upon the termination of the employment.

(k) Payment for Period of Annual Leave

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

**PROVIDED** that payment for the period specified in subclause (a) of this clause shall not exceed 152 ordinary hours.

Subject to subclause (l) of this clause, for the purposes of this subclause and subclauses (m) and (n) of this clause, wages shall include shift premiums according to roster or projected roster including Saturday, Sunday or public holiday shifts, leading hand, tool and first-aid allowances. Payment in the case of employees employed under any system of payment by results in accordance with Clause 28 - Payment by Results - Incentive Workers hereof shall be at ordinary-time rates plus 12 and 1/2 per cent and in the case of a pieceworker employed by one employer only on a full time basis to whom the provisions of Clause 30 - Piecework hereof applies the rate of payment shall be the rate of wage then currently prescribed by such award for the standard weekly hours for the area in which he was employed and for the classification in which he was classified by the employer immediately prior to his commencing leave, plus 25 per cent.

(l) Loading on Annual Leave

(1) During a period of annual leave an employee shall receive a loading calculated on the rate of wage prescribed by subclause 1 or subclause 3, Division A of Clause 8 - Wage Rates, as appropriate in the following manner:

- (a) Day Workers - An employee who would have worked on day work only had he not been on leave shall receive a loading of 17 and 1/2 per cent.
- (b) Shift Workers - An employee who would have worked on shift work had he not been on leave and who would not have been entitled to a shift premium or whose shift premium payable in accordance with subclause (k) would have been less than 17 and 1/2 per cent of the rate of wage specified in this subclause shall receive a loading of 17 and 1/2 per cent in lieu of the said shift premium.

- (2) The loading prescribed by this subclause shall not apply to any public holiday occurring during a period of annual leave.
- (3) The loading prescribed by this subclause shall, upon termination of the employment for any reason, also apply in respect of leave not taken for a full 12 months qualifying period of service by the employee with his employer.
- (4) The loading prescribed by this subclause shall not apply to proportionate payment on termination under subclause (m) except in the case of an employee with not less than 3 months service with an employer whose services are terminated by the employer through no fault of the employee.

(m) Proportionate Payment on Termination

If after one month's continuous service an employee leaves his employment or his employment is terminated by the employer he shall be paid, subject to the provisions of subclause (c) of Clause 42 - Terms of Engagement:

- (i) for each completed month of continuous service prior to the beginning of the first full pay period on or after 30 May, 1985, and in respect of which annual leave has not been granted under this clause, one third of relevant weekly rate applicable to the employee concerned; and
- (ii) for each completed week of continuous service worked from the end of the last completed month of continuous service prior to the beginning of the first full pay period on or after 30 May 1985, and in respect of which leave has not been granted under this clause, 2.923 hours ordinary pay.

Calculated in accordance with the provisions of subclause (k), Payment for Period of Annual Leave, of this clause.

(n) Close Down

An employer may close down his plant or a section or sections thereof, wholly or partly, for the purpose of allowing leave to all or the bulk of the employees in the plant or section or sections concerned in accordance with the following provisions:

- (i) He may, by giving not less than 3 months notice (or a lesser period of notice agreed upon by the employer and the Secretary of the State Branch of the Union or his accredited representative) of his intention to do so, either close down for one period or for 2 separate periods or where the employer and employee concerned so agree in 3 separate periods provided that the Secretary of the State Branch of the Union is notified of such agreement by registered letter at least 14 days prior to such third separate period of annual leave proposed to be taken by the employee (hereinafter referred to as the first, second or third close down) in accordance with subclause (d) hereof; provided that in lieu of a second or third close down he may grant any leave due and not taken at the first close down within a period not exceeding 9 months from the date the right to annual leave accrued in one or two separate further periods subject to agreement as aforesaid and notification to the State Branch of the Union as aforesaid in the

case of the leave being taken in 3 separate periods and after not less than one month's notice to the employee.

- (ii) Each employee affected shall be credited for each completed month of continuous service prior to the beginning of the first full pay period on or after 30 May 1985, one third of the relevant weekly rate applicable to the employee concerned and for each completed week of continuous service worked from the end of the last completed month of service prior to the beginning of the first full pay period on or after 30 May 1985, 2.923 hours pay for which leave has not already been given during the twelve months ending on 31st December in each year.
- (iii) Except to the extent that an employee has leave to his credit under the provisions of paragraph (ii) of this subclause at the date of the close down, he shall be stood off without pay during the period of any close down.
- (iv) Except where annual leave is allowed before the due date in accordance with subclause (j) the next 12 monthly period for each employee affected by such close down shall commence on 1 January.
- (v) All time during which an employee is stood off without pay in a close down period shall, for the purpose of annual leave credits, be deemed to be time worked.
- (vi) If in the first year of his service with an employer an employee is allowed proportionate annual leave under this subclause and subsequently within such year lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, he shall be entitled to the benefit of subclause (m) hereof subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.
- (vii) Where a close down is observed during the Christmas New Year period the leave granted shall not be less than 14 consecutive days, exclusive of public holidays except that where an employee is not entitled to 14 consecutive days leave at such close down, he may be granted leave then accrued in accordance with paragraph (ii) of this subclause.
- (viii) The minimum period of a close down provided in paragraph (vii) of this subclause may be reduced to not less than 7 consecutive days, exclusive of public holidays, upon the request of the majority of employees concerned and approved by the State Branch of the Union.

## **11. APPLICATION OF OTHER AWARDS**

Where an employee employed under this award is employed in another industry and that industry has its majority of employees covered under another award then the conditions and allowances of that award shall apply.



## 12. APPRENTICESHIP CONDITIONS

### (a) Proportion

- (i) Machinists - except as hereinafter provided, the employer shall employ one (but not more than one) apprentice to each three journeymen wood machinists employed by him at full rates under this award in any one timber yard, sawmill, shop or factory, provided that the apprentice is able to be instructed in and properly taught and practised in the work of at least three woodworking machines. For the purpose of calculating the number and proportion of apprentices under this subclause the following shall be journeyman wood machinists:

Machinists on shaper, routing machine, general joiner, Boulton's carver, buzzer, moulding machine, planing machine, Lindemann gluer and jointer, tenoning machine, jointer, woodturners and grinders of knives and cutters and any working proprietor working on any of such machines. Provided that an employer who has more than one place of business, whether timber yard, sawmill, shop or factory, within a radius of 32 kilometres of the General Post Office, Hobart or within a radius of 16 kilometres of the Post Offices of other towns or cities shall be entitled to treat all such places of business as one for the purpose of this clause.

An employer shall not be obliged to employ the proportion of wood machinist apprentices as prescribed herein if he has made reasonable and genuine efforts to obtain the services of suitable apprentices. In the event of any dispute arising as to difficulties in securing a suitable apprentices or apprentices, the matter shall be referred to the Tasmanian Industrial Commission. The onus of proof shall be on the employer to establish that such reasonable and genuine efforts have been made.

- (ii) Wood turners - the employer shall employ at least one apprentice to every two journeymen wood turners employed by him in any one mill at full rates under this award.

An employer shall not be obliged to employ the proportion of wood turning apprentices as prescribed herein if he has made reasonable and genuine efforts to obtain the services of suitable apprentices. In the event of any dispute arising as to the difficulties in securing a suitable apprentice or apprentices the matter shall be referred to the Tasmanian Industrial Commission. The onus of proof shall be on the employer to establish that such reasonable and genuine efforts have been made provided that this subclause shall not prevent an employer from taking an apprentice in accordance with subclause (a)(i) of this clause.

- (iii) Sawyers - The employer may employ one apprentice when there are one or more journeymen employed by him at full rates under this award but he shall not employ more than two apprentices to each six journeymen so employed. For the purpose of calculating the number and proportion of apprentices under this subclause, the following shall be journeymen: Sawyers of any sort and saw sharpeners.

(iv) Saw doctors - The employer may employ one apprentice to each saw doctor.

(b) Overtime and Holiday Rates

An employer requiring an apprentice to work overtime shall pay to such apprentices double rates for such overtime, provided that no apprentice shall be required to work overtime for more than 8 hours in any one week, or more than 16 hours in any four weeks, and provided that such overtime shall not prevent the apprentice attending any technical school.

If the apprentice is willing to work and the employer desires to employ him on a holiday, then the employer may do so, but shall pay the apprentice double time and a half for such work. The work on such holidays shall not exceed the ordinary hours of work and shall not be included in the calculation of 8 and 16 hours in the preceding paragraph.

**13. BEREAVEMENT LEAVE**

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

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

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

**14. BLOOD DONORS**

A weekly employee who with the consent of his employer is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay, up to a maximum of 2 hours on each occasion and subject to a maximum of 4 separate absences for the purpose of donating blood each calendar year. Provided that such employee shall arrange as far as practicable for his absence to be as close as possible to the beginning or the ending of his ordinary working hours.

Provided further the employee shall notify his employer as soon as possible of the time and date upon which he is requesting to be absent for the purpose of donating blood.

Proof of the attendance of the employee at a recognised place for the purpose of donating blood, and the duration of such attendance, shall be furnished to the satisfaction of the employer.

#### **15. CAMPING ALLOWANCE**

An employee who is required by his employer to camp away from his usual place of residence shall be paid a camping allowance of **\$3.48** per day for each working day on which he camps as aforesaid with a maximum payment of **\$24.40** per week. Provided that an employee working with other employees not covered by this Award shall be paid the camping allowance (if any) prescribed by the Award, Order or Determination (Federal or State) for the majority of such employees.

#### **16. CLASSIFICATION OF SAW BENCHES**

The following provisions shall apply to log sawmills:

- (a) A breaking down bench shall include a circular saw, a band saw, twin saws, horizontal saw or vertical frame saw when any of such saws is used for the purposes of reducing a log to flitches.
- (b) A No. 1 bench shall mean any bench which takes flitches from the breaking down bench.
- (c) A No. 2 bench shall mean any bench which is fed directly from a No. 1 Bench or an edger saw bench, and which is not being used as a picket bench within subclause (e) hereof.
- (d) A No. 3 bench shall mean any bench which is fed directly from a No. 2 Bench and which is not being used as a picket bench within subclause (e) of this clause.
- (e) A No. 4 bench shall mean a bench on which timber is cut into pickets, lathes, droppers, palings, staves or other small sizes which small sizes do not exceed 3 inches by 1 1/2 inches by 9 feet or the equivalent in section by 9 feet.

#### **17. CONDITIONS FOR JUNIORS (OTHER THAN APPRENTICES)**

- (a) (i) The employer may employ unapprenticed juniors in any position which they are capable of filling, including the position of machinist on any box-making machine (other than a dovetailing machine), dowel machine, embossing machine, rumbler, washing machine and on any other machine for which a special order is obtained but excluding the position of sawyer, dovetailing machinist in box-making and machinist to any machines other than those hereinbefore allowed or those to be allowed;

**PROVIDED** that:

- (1) In the making of plywood or veneer such juniors may be employed upon the following work:

Handling and cutting veneer or plywood, sorting, matching and taping veneers and plywood and operating taping machines in connection therewith, or as tailer out of plywood or veneer, or feeders or tailers out on the glue rolls or sandpapering machine; they may also assist at any of the other machines in the mill, run errands, sweep floors, heat water, clean up and burn shavings, saw-dust or other refuse; may also push trolleys to and from machines and other parts of the factory, and may feed to or take from machines and other places material and timber butts, and may cleanse the same with handbrush; may handle, bore, sort and varnish plywood chairseats and set out same to dry and may count mark, bundle or tie up and assort for delivery such chair-seats, or plywood or veneer in sheets or any light articles manufactured therefrom.

- (2) Provided further that notwithstanding the rate of wages, males under 18 years of age shall not be employed as levermen or pulling out on saw benches.

Proportion

- (ii) The number of male and female juniors employed shall not exceed the proportion of one in four of the total number of employees employed in any one timber-yard, sawmill or factory under this award receiving the adult rates prescribed herein; and

- (iii) Box and Case Making

In the making of boxes and cases and the preparation and machining of timber for such making the number of such juniors employed in any one timber yard, sawmill or factory may equal but shall not exceed one-half the number of employees engaged therein who receive the rates for adults prescribed by this award.

- (b) Notification to Union

After a junior to whom this clause refers has been employed for 14 days the employer shall, within 7 days, inform the Union by registered letter of such employment and the name and age of such junior and of the total number of employees receiving rates for adults. In any case in which the Union shall make a demand by registered letter an employer shall within one month of the demand, forward to the Union a list of his unapprenticed boys and of such female juniors.

(c) Alteration of Proportion

In any case in which it is claimed that by reason of any special circumstances it is desirable that a greater or lesser number of unapprenticed juniors should be employed, an application setting out such special circumstances may be made to the Tasmanian Industrial Commission for a special order thereon and the Commission may thereupon make such order as it thinks proper under such circumstances.

(d) Tuition in Sawing or Machining

Except as provided hereunder nothing in this clause shall prevent a youth 18 years of age or over from being instructed in or taught sawing or machining. Prior to the commencement of any such instruction or tuition the employer concerned shall notify the State Branch of the Union by registered letter of the proposed employment, together with the written consent of the youth involved.

Such instruction and tuition shall be given by a person qualified as a sawyer or machinist and who is in a position directly to supervise the work and afford the requisite instruction and tuition. No employer shall have under instruction and tuition in the relevant calling at one time a proportion greater than one to three, or fraction of three, fully paid adult employees of that calling in his employment. If after a junior employee has had not less than 12 months instruction and tuition a certificate of his competence is sent by registered letter to the State Secretary of the Union and no objection thereto is raised within 2 days the employer may employ the junior upon the work of the type on which the 12 months instruction and tuition was given and is to be paid not less than would be payable under the award to an adult similarly employed. Where a junior employee has had 12 months experience and is deemed to be not competent upon the work of the type above referred to the employer shall notify the State Secretary of the Union of such position within 14 days of the expiration of such 12 months.

(e) Proof of Age

When any junior is engaged he or she shall, if the employer requires it, furnish a certificate or statutory declaration as to his or her age, and the employer may rely on such certificate or declaration until or unless he has notice of its inaccuracy.

(f) Wages

The minimum rates of weekly wages to be paid to unapprenticed juniors shall be as prescribed in subclause 3, Division A of Clause 8 - Wage Rates.

## **18. CONTRACTORS**

- (a) Where a person bound by this award (hereinafter referred to as the 'principal') enters into a contract with any person (hereinafter referred to as the 'contractor') not a party to this award for the supply to the principal of logs, sleepers or timber and where such contractor is by the terms of the contract to supply such logs, sleepers or timber from the property of the principal or from property in the possession of or under his control or from property in which the principal has or controls the timber rights; or
- (b) Where the principal enters into a contract with any contractor not a party to this award for the manufacture and supply to him or on his behalf of boxes, cases or crates or any part thereof; and
- (c) Where the contract in either case involves the payment of wages by the contractor the principal shall make it a term of the contract that the provisions of this award shall be observed by the contractor in regard to his employees and the principal shall, subject to the conditions hereinafter prescribed, be liable from time to time for the payment of such amount of wages not exceeding 4 weeks which, at the time any claim is made, are in arrears, provided that:
  - (i) He shall not be liable for the payment of any wages to any employee in respect of whom he receives a statement in writing signed by the employee concerned acknowledging that he has been paid all wages in full.
  - (ii) He shall not be liable for any such wages unless within 6 weeks after the contractor's liability arises the employee or someone on his behalf shall give to the principal notice in writing of the non-payment thereof.
  - (iii) Where notice has been given to the principal by or on behalf of any employee pursuant to paragraph (ii) of this subclause the principal's further liability to such employee shall be suspended and shall not operate unless and until the contractor has reimbursed the principal or the principal has had an opportunity to reimburse himself from moneys due by him to the contractor whereupon the provisions of this clause shall again operate in respect of any wages earned by such employee after the contractor has reimbursed the principal or the principal has had an opportunity to reimburse himself as aforesaid.
  - (iv) He shall make it a term of the contract that he shall retain so much of the moneys as otherwise would be payable to the contractor thereunder to enable him to discharge his liability under this clause.
- (d) For the purpose of this clause 'wages' includes any rate of remuneration prescribed by this award.
- (e) The principal, upon request, shall supply to the contractor a copy of the award and all variations thereto.

## **19. DAMAGE TO CLOTHING OR TOOLS**

Compensation to the extent of the damage sustained shall be made where in the course of the work clothing or tools are damaged or destroyed by fire or by corrosive substance. Provided that the employer's liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performance of the employees' duties. Provided further that this subclause shall not apply to an employee who is entitled to compensation under any workers' compensation or any other Act in respect of damage to his clothing or tools.

## **20. FIRST AID ALLOWANCE**

In factories, shops, workshops or places where an employer has appointed an employee who holds a certificate issued by St. John Ambulance or some other similar body as a first aid attendant an addition **\$4.40** per week for each week in which 3 days or more have been worked shall be paid to such employee and such amount shall be payable in addition to any amounts paid for annual leave, sick leave and public holidays provided that this allowance shall not be subject to any premium or penalty additions.

Provided that nothing in this subclause shall be taken as meaning that an employer shall be required to make such an appointment.

## **21. HOLIDAYS**

- (a) (i) All weekly employees (except piece-workers, grooms, feeders and watchmen) shall be entitled to holidays without deduction of pay on the following days, provided that if any other day be by a State Act of Parliament or State Proclamation, substituted for any of the said holidays the day so substituted shall be observed in lieu thereof: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, Regatta Day. (Provided that for employees employed beyond a radius of 40 kilometres of the GPO, Hobart, another day may, by agreement between the employer and the Union, be substituted for Regatta Day), Show Day (by agreement between the employer and the majority of employees another day may be substituted for Show Day).

Provided further that in the case of an employee with at least 3 months service with an employer whose services are terminated by the employer through no fault of the employee within 14 days prior to a holiday and who is re-engaged by such employer within 14 days after such holiday or in the such employer within 14 days after such holiday or in the case of annual leave close down within 14 days after resumption of work, he shall be paid for any such holiday the amount he would have received had his employment not been terminated.

(ii) Day off Falling on a Holiday

In the case of an employee whose ordinary hours of work are arranged in accordance with subclause (a) (iv) or (v) of Clause 23 - Implementation of 38-Hour Week, the weekday to be taken off shall not coincide with a holiday fixed in accordance with this clause.

Provided that, in the event that a holiday is prescribed after an employee has been given notice of a weekday off in accordance with subclause (d) of Clause 23 - Implementation of 38-Hour Week, and the holiday falls on such weekday the employer shall allow the employee to take a day off in lieu on an alternative weekday.

- (b) Each groom or feeder and each watchman, shall be entitled to a day in lieu of each public holiday worked, provided that such day shall be taken at such time as may be mutually agreed upon between the employer and the employee concerned.
- (c) Employees employed in the bush or at sawmills in the bush (other than piece-workers, grooms, feeders and watchmen) in lieu of being granted the foregoing holidays as they occur may, by agreement between the employer and the majority of employees concerned, take a day or days in lieu at a time mutually agreed upon between such employer and employees.
- (d) Where an employee is absent from his employment on the working day before or the working day after a public holiday or group of public holidays to which he is entitled, and such absence is without reasonable cause, proof whereof shall be upon the employee, he shall not be entitled to payment for the holiday immediately succeeding or immediately preceding his absence, as the case may be. Provided that for any work performed by such employee during ordinary working hours on such public holiday or holidays he shall be paid at ordinary rates.
- (e) Where consequent upon any visit to Australia of Her Majesty the Queen or any other member of the Royal Family a public holiday is proclaimed by Order in Council or otherwise gazetted by the Authority of the Commonwealth or of the State Government such day shall within the defined locality be deemed to be a holiday for the purposes of this award. Provided that an employee shall not be entitled to the benefit of more than one holiday consequent upon such visit.

## 22. HOURS

- (a) (i) Having regard to Clause 23 - Implementation of 38-Hour Week, and subject to the exceptions hereinafter provided, the ordinary working hours shall not exceed an average of 38 per week throughout the industry.
- (ii) Provided that where employees are employed in a mixed industry (as defined) their hours of work shall be uniform with those prevailing in such industry.



(b) Fixing the Ordinary Hours of Work

- (i) The ordinary hours of work shall be worked on one of the following bases:
  - (1) 38 hours within a work cycle of one week;
  - (2) 76 hours within a work cycle of two weeks;
  - (3) 114 hours within a work cycle of three weeks;
  - (4) 152 hours within a work cycle of four weeks.
- (ii) The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week, Monday to Friday inclusive.
- (iii) The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks, between 6.30am and 6.00pm. Provided that the usual starting and finishing times once fixed may be altered by mutual agreement between the employer and the employees in the establishment or section or sections concerned.

Provided further that work done by agreement between the employer and the employee concerned prior to the spread of hours fixed in accordance with this subclause for which overtime rates are payable shall be deemed for the purposes of this subclause to be part of the ordinary hours of work.

- (iv) Except by agreement between the employer, the majority of employees concerned and the State Branch of the Union the ordinary hours of work shall not exceed 8 hours per day.

(c) Work Outside Ordinary Hours of Work

All time worked before or after the usual ordinary hours of work, fixed by agreement or otherwise, shall be paid for in accordance with subclause (a) of Clause 26 - Overtime, Saturday, Sunday and Holiday Payments, of this award.

(d) Lunch Break

- (i) One hour or such other time as may be agreed upon shall be allowed for a lunch break provided that an employee shall not be required to work more than five ordinary hours without a break for a meal.
- (ii) In any establishment where the ordinary hours of work are worked on the basis of 4 days of 8 ordinary hours each one day of 6 ordinary hours in a weekly work cycle, by agreement between the employer and the majority of employees concerned the 6 ordinary hour day may be worked without a lunch break.
- (iii) All work done during an employees' lunch break shall be paid for at double time rates of pay. For work performed thereafter until a lunch break is allowed time and one half rates shall be paid.

(iv) An employer may fix more than one time at which his employees may commence their lunch break. However, an employee's lunch break once fixed, shall only be altered (except in the case of an emergency) by mutual agreement or by at least 7 days notice of the intended change given to employees and the State Branch of the Union.

(e) Shiftworkers

The hours for shiftworkers shall be as prescribed by Clause 37 - Shift Work, of this award.

(f) Exceptions

Subclause (b) of this clause shall not apply to watchmen, guards, locomotive engine-drivers and locomotive firemen, log yardmen, log loaders and log haulers, greasers, farriers, bush blacksmiths, sanitary men and men employed on barges and rivers.

(g) Watchmen may be employed on the basis of a 152 hour month provided that not more than 48 hours may be worked in any one week or 80 hours in a fortnight without payment for overtime.

### **23. IMPLEMENTATION OF 38-HOUR WEEK**

(a) Methods of Working 38-Hour Week

The 38-hour week may be implemented by one of the following methods:

- (i) By employees working less than 8 ordinary hours each day; or
- (ii) By employees working less than 8 ordinary hours on one day each week; or
- (iii) By fixing one week day on which all employees in a section will be off during a particular 4 week work cycle; or
- (iv) By rostering employees off on various days of the week during a particular 4 week work cycle so that each employee in the section has one day off during that cycle.

(b) Method to be Determined by Agreement

The method of implementation to be applied shall be determined by agreement between the employer and the majority of employees in a section of the establishment.

(c) Procedure Where Agreement Not Reached

Should agreement not be reached then:

- (i) the matter shall be referred to the State Branch of the Union and the relevant employer organisation respectively;

- (ii) where the matter is not resolved at that level the matter be referred to the Tasmanian Industrial Commission for determination.

(d) Notice of Days Off

In cases where, by virtue of the arrangement of his ordinary working hours, an employee, in accordance with subclauses (a)(iii) or (iv) hereof, is entitled to a day off during his work cycle, such employee shall be advised by the employer at least four weeks in advance of the day his is to take off by written notice posted by the employer on the notice board.

(e) Substitute Days

- (i) An employer, with the agreement of the majority of employees or an employee concerned, may substitute the day an employee or employees concerned are to take off in accordance with subclauses (a) (iii) and (iv) hereof, for another day in the case of a breakdown in machinery or a failure or shortage of electric power or other situation of emergency that could arise.
- (ii) An individual employee, with the agreement of his employer, may substitute the day he is to take off for another day.

(f) Work on Rostered Day Off

Unless a rostered day off is substituted for another day off in accordance with subclause (e) work performed on the rostered day off will be paid for in accordance with Clause 26 - Overtime, Saturday, Sunday and Holiday Payments.

(g) Different Methods in One Establishment

Circumstances may arise where different methods of implementation of a 38-hour week may apply to various groups or sections of employees in the establishment concerned.

## **24. JURY SERVICE LEAVE**

A weekly employee required to attend for jury service during his ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his attendance for such jury service and the amount of wage he would have received in respect of the ordinary time he would have worked had he not been on jury service.

An employee shall notify his employer as soon as possible of the date upon which he is required to attend for jury service. Further, the employee shall given his employer proof of such attendance, the duration of such attendance and the amount received in respect of such jury service.

## **25. MIXED FUNCTIONS**

- (a) An employee engaged for more than two hours during one day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If engaged for two hours or less during one day or shift he shall be paid the higher rate for the time so worked.
- (b) Where an employee is transferred, without having received at least 7 days written notice, to a grade of work carrying a lower minimum rate of wage than that at which he is usually employed, he shall be paid during such seven days or any less time so employed, the rate of wage he was receiving for the work usually performed by him.
- (c) Where an employee is engaged on higher grade work at his own request for the purpose of learning such work, he shall be paid for the time he is so engaged for a period or periods not exceeding 28 days in all at his usual rate of pay prior to his being so engaged, and thereafter at the rate prescribed for the higher grade work. The employer shall, within one week of the engagement of an employee under this subclause, inform the Union by registered letter of such employment and duration of such employment.

## **26. OVERTIME, SATURDAY, SUNDAY AND HOLIDAY PAYMENTS**

- (a) Payment for Working Overtime
  - (i) Except as otherwise provided in this award, all time worked outside the spread of hours prescribed in Clause 22 - Hours, and Clause 37 - Shift Work of this award or in excess of the ordinary daily or shift number of hours prescribed therein or elsewhere, shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
  - (ii) In computing overtime each day's work shall stand alone.
  - (iii) For the purpose of this clause ordinary hours shall mean the hours fixed in an establishment in accordance with Clause 22 - Hours, Clause 23 - Implementation of 38-Hour Week, Clause 32 - Procedures for In-Plant Discussions in Relation to 38-Hour Week, and Clause 37 - Shift Work, of this award.
  - (iv) When computing overtime the hourly rate shall be determined by dividing the appropriate weekly rate by 38, even in cases when an employee works more than 38 hours per week.
- (b) Rest Period After Overtime
  - (i) When overtime work is necessary, it shall, whenever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

- (ii) An employee (other than a casual employee) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (iii) If on the instructions of his employer such an employee resumes or continues work without having had such ten consecutive hours off duty, he shall be paid at double rates for such period until he is released from duty and he shall then be entitled to be absent until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (iv) The provisions of this subclause shall apply in the case of shiftworkers as if eight hours were substituted for ten hours when overtime is worked:
  - (1) for the purpose of changed shift rosters; or
  - (2) where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
  - (3) where a shift is worked by arrangement between the employees themselves.

(c) Meals and Meal Allowances

- (i) An employee required to work overtime for two hours or more without being notified the day before that he will be so required to work shall either be supplied with a meal by his employer or paid **\$4.90** for the first meal and for each subsequent meal after each further four hours overtime where the employee is required to continue working after each four hours but such payment need not be made to employees living in the same locality as their place of employment who can reasonably return home for meals.
- (ii) Unless the employer advises the employee on the previous day that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the employer shall provide such second and/or subsequent meals or make payment in lieu thereof as above prescribed.
- (iii) If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised he shall be paid as above prescribed for the meal or meals provided.

(d) Crib Breaks

(i) Outside Ordinary Hours:

- (1) An employee working overtime on the instructions of his employer, shall be allowed crib time of twenty minutes without deduction of pay after each four and a half consecutive hours of overtime worked if the employee continues to work after such crib time.
- (2) Unless the period of overtime is two hours or less, an employee shall be allowed a meal break of twenty minutes before starting overtime after working ordinary hours, which shall be paid for at ordinary rates.

An employer and an employee may agree to any variation of this provision to meet the circumstances of the work in hand; provided that the employer shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

- (ii) Saturdays: An employee working overtime on a Saturday shall be allowed a crib time of twenty minutes without deduction of pay after each four and one half hours of overtime worked if the employee continues work after such crib time.

**PROVIDED** that where a day worker on a five day week is required to work overtime on a Saturday the first prescribed crib time shall if occurring between 10.00am and 1.00pm be paid at ordinary rates.

- (iii) Sundays and Public Holidays: An employee, not engaged on continuous shift work, working on a Sunday or public holiday shall be allowed a crib time of twenty minutes without deduction of pay after each four and a half hours of work, if the employee continues work after such crib time.

**PROVIDED** that where a day worker is required to work on a Sunday or public holiday he first prescribed crib time shall, if occurring between 10.00am and 1.00pm, be paid at ordinary rates.

(e) Time Occupied in Starting Up and Closing Down Engines, etc.

- (i) Time occupied in raising steam or in starting up, closing down engines or banking fires shall be regarded as time worked, but where the number of ordinary working hours as provided in subclause (a) of this clause is less than 44 per week, and the time so occupied causes the employee to work in excess over such number of working hours, he shall to the extent of the difference between such number and forty four hours per week receive additional payment at the rate of time and a half for working such excess.
- (ii) In the bush or in bush sawmills or in log sawmills outside cities and towns each engine driver or fireman when so engaged shall be allowed 1 1/2 hours per day at ordinary rates for preparing and/or closing down engines and/or for raising steam and/or banking fires on boilers.

(f) Payment for Work on Saturdays

All work performed on a Saturday by weekly employees (other than watchmen), on the instructions of the employer, shall be paid for at the rate of time and a half for the first two hours and double time thereafter with a minimum payment as for three hours at such rate.

(g) Payment for Work on Sundays

All work performed on Sundays by weekly employees (other than watchmen), on the instructions of the employer, shall be paid for at the rate of double time with a minimum payment as for three hours at such rate.

(h) Payment for Work on Holidays

Except as prescribed by subclause (d) of Clause 21 - Holidays, all work performed by weekly employees (other than watchmen) on holidays, on the instructions of the employer, shall be paid for at the rate of double time and a half with a minimum payment as for three hours at such rate. Such double time and a half shall include the ordinary rate of pay where due under Clause 21 - Holidays, for ordinary hours of work.

(i) Call Back

(i) An employee recalled to work overtime after leaving his employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours work at the appropriate rate.

(ii) Except in unforeseen circumstances the employee shall not be required to work the full four hours work if the work he was recalled to perform is completed in a shorter period.

(j) Until otherwise ordered, overtime for watchmen shall be at ordinary rate of pay per hour up to the hours fixed by the Security Industry Award and thereafter shall be at time and a half rate per hour.

(k) The provisions of this clause shall not apply to apprentices.

(l) An employer may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.

## **27. PARENTAL LEAVE**

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

### **PART A - MATERNITY LEAVE**

(a) Nature of Leave

Maternity leave is unpaid leave.

(b) Definitions

For the purpose of this part:

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

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

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

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

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

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

(c) Eligibility for Maternity Leave

- (i) An employee who becomes pregnant, upon production to her employer of the certificate required by subclause (d) hereof, shall be entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.
- (ii) Subject to subclauses (f) and (i) hereof the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.
- (iii) The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.



(d) Certificate

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

- (i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
- (ii) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

(e) Notice Requirements

- (i) An employee shall, not less than ten weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in paragraph (d)(i).
- (ii) An employee shall give not less than four weeks notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, produce to her employer the statutory declaration referred to in paragraph (d)(ii).
- (iii) An employer by not less than 14 days notice in writing to the employee may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.
- (iv) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraph (ii) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(f) Transfer to a Safe Job

Where in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

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

(g) Variation of Period of Maternity Leave

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

- (1) the period of maternity leave may be lengthened once only by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened;
  - (2) the period may be further lengthened by agreement between the employer and the employee.
- (ii) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.
- (h) Cancellation of Maternity Leave
- (i) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
  - (ii) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed 4 weeks from the date of notice in writing by the employee to the employer that she desires to resume work.
- (i) Special Maternity Leave and Sick Leave
- (i) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:
    - (1) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or
    - (2) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.
  - (ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under subclause (c) hereof.
  - (iii) For the purposes of subclauses (j), (k) and (l) hereof, maternity leave shall include special maternity leave.

- (iv) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (f) hereof, to the position she held immediately before such transfer.

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

(j) Maternity Leave and Other Leave Entitlements

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

(k) Effect of Maternity Leave on Employment

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

(l) Termination of Employment

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

(m) Return to Work After Maternity Leave

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

- (ii) An employee, upon returning to work after maternity leave or the expiration of the notice required by paragraph (i) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (f) hereof, to the position which she held immediately before such transfer or in relation to an employee who has worked part-time during the pregnancy the position she held immediately before commencing such part-time work.

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

(n) Replacement Employees

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

## PART B - PATERNITY LEAVE

(a) Nature of Leave

Paternal leave is unpaid leave.

(b) Definitions

For the purpose of this part:

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

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

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

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

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

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

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

(c) Eligibility for Paternity Leave

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

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

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

(d) Certification

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

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

(e) Notice Requirements

- (i) The employee shall, not less than 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 subclause (d) hereof.
- (ii) The employee shall not be in breach of this subclause as a consequence of failure to give the notice required in paragraph (i) hereof if such failure is due to:
  - (1) the birth occurring earlier than the expected date; or
  - (2) the death of the mother or the child; or
  - (3) other compelling circumstances.
- (iii) The employee shall immediately notify his employer of any change in the information provided pursuant to subclause (d) hereof.

(f) Variation of Period of Paternity Leave

- (i) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under subclause (c) hereof:
  - (1) the period of paternity leave provided by paragraph (c)(ii) may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
  - (2) the period may be further lengthened by agreement between the employer and the employee.
- (ii) The period of paternity leave taken under paragraph (c)(ii) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Paternity Leave

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

(h) Paternity Leave and Other Leave Entitlements

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

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

(i) Effect of Paternity Leave on Employment

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

(j) Termination of Employment

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

(k) Return to Work after Paternity Leave

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

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

(l) Replacement Employees

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

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

### **PART C - ADOPTION LEAVE**

(a) Nature of Leave

Adoption leave is unpaid leave.

(b) Definitions

For the purpose of this part:

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

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

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

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

**'Spouse'** includes a de facto spouse.

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

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

(c) Eligibility

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



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

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

(d) Certification

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

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

(e) Notice Requirements

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

- (ii) An employee who commences employment with an employer after the date of approval for adoption purposes shall notify the employer thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave.
- (iii) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement, give notice in writing to the employer of such date, and of the date of the commencement of any period of leave to be taken under paragraph (c)(i) hereof.
- (iv) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under paragraph (c)(ii) hereof give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.
- (v) An employee shall not be in breach of this part as a consequence of failure to give the stipulated period of notice in accordance with paragraphs (iii) and (iv) hereof if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

(f) Variation of Period of Adoption Leave

- (i) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under subclause (c) hereof:
  - (1) the period of leave taken under paragraph (c)(ii) hereof may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
  - (2) the period may be further lengthened by agreement between the employer and employee.
- (ii) The period of adoption leave taken under paragraph (c)(ii) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Adoption Leave

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

(h) Special Leave

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

(i) Adoption Leave and Other Entitlements

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

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

(j) Effect of Adoption Leave on Employment

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

(k) Termination of Employment

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

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

(l) Return to Work After Adoption Leave

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

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

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

(m) Replacement Employees

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

#### PART D - PART-TIME WORK

(a) Definitions

For the purposes of this part:

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

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

**'Spouse'** includes a de facto spouse.

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

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

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

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

(b) Entitlement

With the agreement of the employer:

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

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

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

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

(c) Return to Former Position

(i) An employee who has had at least 12 months continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.

(ii) Nothing in paragraph (i) hereof shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

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

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

(e) Pro Rata Entitlements

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

(f) Transitional Arrangements - Annual Leave

- (i) An employee working part-time under this part shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this award, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this part.
- (ii)
  - (1) A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this part, in such periods and manner as specified in this award, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.
  - (2) Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

(g) Transitional Arrangements - Sick Leave

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

(h) Part-time Work Agreement

- (i) Before commencing a period of part-time employment under this part the employee and the employer shall agree:
  - (1) that the employee may work part-time;
  - (2) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
  - (3) upon the classification applying to the work to be performed; and
  - (4) upon the period of part-time employment.
- (ii) The terms of this agreement may be varied by consent.
- (iii) The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
- (iv) The terms of this agreement shall apply to the part-time employment.

(i) Termination of Employment

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

(j) Extension of Hours of Work

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

(k) Nature of Part-time Work

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

(l) Inconsistent Award Provisions

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

- (i) limiting the number of employees who may work part-time;
- (ii) establishing quotas as to the ratio of part-time to full-time employees;
- (iii) prescribing a minimum or maximum number of hours a part-time employee may work; or
- (iv) requiring consultation with, consent of or monitoring by a union;

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

(m) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this part.

- (ii) A replacement employee may be employed part-time. Subject to this subclause, subclauses (e), (f), (g), (h), (i) and (l) of this part apply to the part-time employment of replacement employees.
- (iii) Before an employer engages a replacement employee under this subclause, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (iv) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of paragraph (a)(v) hereof.
- (v) Nothing in this part shall be construed as requiring an employer to engage a replacement employee.

## **28. PAYMENT BY RESULTS - INCENTIVE WORKERS**

- (a) This clause shall not apply in respect of piece-workers employed in accordance with Clause 30 - Piecework.
- (b) Subject to the employee receiving at least the appropriate award time rate for work performed, an employer may remunerate any weekly employee under any system of payment by results based on rates which will enable employees of average capacity to earn at least 12 1/2 per cent in excess of their weekly award time rates. Such employees shall be termed incentive workers for the purposes of this award.
- (c) Where an employee works part of a full week at incentive work rates and part at time rates, he shall be paid so much as he is entitled to receive for his work as an incentive worker and the proportionate amount to which he is entitled under this award for work at the appropriate award time rates of pay.
- (d) An employee who works as an incentive worker shall be paid as follows for such work outside the ordinary hours fixed in accordance with Clause 22 - Hours, hereof.
  - (1) Where time and a half is payable to time workers, half the appropriate award time rate in addition to incentive rates for work performed.
  - (2) Where double time is payable to time workers, appropriate award rate in addition to incentive rates for work performed.
  - (3) Where double time and a half is payable to time workers, time and a half appropriate award time rate in addition to incentive rates for work performed.
- (e) An incentive worker shall be paid at appropriate award time rate where he is entitled to payment for a public holiday on which he is not required to work and at the same rate where he is entitled to payment for sick leave or bereavement leave.



## 29. PAYMENT OF WAGES

- (a) (i) Employee who actually works 38 ordinary hours each week

In the case of an employee whose ordinary hours of work are arranged in accordance with Clause 23 - Implementation of 38-Hour Week, paragraph (a)(i) or (ii) of this award so that he works 38 ordinary hours each week, wages shall be paid weekly according to the actual ordinary hours worked each week.

- (ii) Employee who works an average of 38 ordinary hours each week

Subject to subclause (b) hereof, in the case of an employee whose ordinary hours of work are arranged in accordance with Clause 23 - Implementation of 38-Hour Week, paragraph (a)(iii) or (iv) of this award so that he works an average of 38 ordinary hours each week during a particular work cycle, wages shall be paid weekly according to a weekly average of 38 ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.

### SPECIAL NOTE - EXPLANATION OF AVERAGING SYSTEM

As provided in this subclause an employee whose ordinary hours may be more or less than 38 in any particular week of a work cycle, is to be paid his wages on the basis of an average 38 ordinary hours so as to avoid fluctuating wage payments each week. An explanation of the averaging system of paying wages is set out below:

- (1) Clause 23 - Implementation of 38-Hour Week provided, in paragraphs (a)(iii) and (iv) that in implementing a 38-hour week the ordinary hours of an employee may be arranged so that he is entitled to a day off, on a fixed day or rostered day basis, during each work cycle. It is in these circumstances that the averaging system would apply.
- (2) If the 38-hour week is to be implemented so as to give an employee a day off in each work cycle this would be achieved if, during a work cycle of 28 consecutive days (that is, over four consecutive weeks) the employee's ordinary hours were arranged on the basis that for three of the four weeks he worked 40 ordinary hours each week and in the fourth week he worked 32 ordinary hours. That is, he would work for 8 ordinary hours each day, Monday to Friday inclusive for 3 weeks and 8 ordinary hours on four week days only in the fourth week - a total of 19 days during the work cycle.
- (3) In such a case the averaging system applies. The weekly wage rate for ordinary hours of work applicable to the employee shall be the average weekly wage rates set out for the employee classification in Clause 8 - Wage Rates of this award. This wage shall be paid each week even though more or less than 38 ordinary hours are worked that week.

In effect, under the averaging system, the employee accrues a 'credit' each day he works actual ordinary hours in excess of the daily average which would otherwise be 7 hours and 36 minutes. This 'credit' is carried forward so that in the week of the cycle that he works on only four days, his actual pay would be for an average of 38 ordinary hours even though, that week, he works a total of 32 ordinary hours.

Consequently, for each day an employee works 8 ordinary hours he accrues a 'credit' of 24 minutes (0.4 hours). The maximum 'credit' the employee may accrue under this system is 0.4 hours on 19 days; that is, a total of 7 hours 36 minutes.

- (4) As provided in subclause (b) of this clause, an employee will not accrue a 'credit' for each day he is absent from duty other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave, jury service or any paid absence authorised by the employer. When an employee is absent from duty because of annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service, his entitlement is determined in accordance with the appropriate award provision dealing with such entitlements.

(b) Absences from Duty

- (i) An employee whose ordinary hours are arranged in accordance with Clause 23 - Implementation of 38-Hour Week, paragraphs (a)(iii) or (iv) of this award and who is paid wages in accordance with subclause (a) hereof and is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave, jury service or any paid absence authorised by the employer) shall, for each day he is so absent, lose average pay for that day calculated by dividing his average weekly rate by 5.
- (ii) An employee who is so absent from duty for part of a day shall lose average pay for each hour or part thereof he is absent at an hourly rate calculated by dividing his average daily pay by 8.
- (iii) Provided when such an employee is absent from duty for a whole day he will not accrue a 'credit' because he would not have worked ordinary hours that day in excess of 7 hours 36 minutes for which he would otherwise have been paid. Consequently, during the week of the work cycle he is to work less than 38 ordinary hours he will not be entitled to average pay for that week. In that week, the average pay will be reduced by the amount of the 'credit' he does not accrue for each whole day during the work cycle he is absent.

The amount by which an employee's average weekly pay will be reduced when he is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave, jury service or any paid absence authorised by the employer) is to be calculated as follows:

$$\text{Total of 'credits' not accrued during cycle} \quad \times \quad \frac{\text{Average Weekly Pay}}{38}$$

Examples

(An employee's ordinary hours are arranged so that he works 8 ordinary hours on five days of each week for 3 weeks and 8 ordinary hours on four days of the fourth week).

1. Employee takes one day off without authorisation for which no credit is due in the first week of cycle.

<u>Week of Cycle</u>		<u>Payment</u>
1st week	=	average weekly pay <u>less</u> one day's pay (i.e. less 1/5th)
2nd week	=	average weekly pay
3rd week	=	average weekly pay
4th week	=	average pay less credit not accrued on day of absence
= average pay		
		<u>less 0.4 hours x average weekly pay</u>
		38

2. Employee takes each of the 4 days off for which no credits are due in the 4th week.

<u>Week of Cycle</u>		<u>Payment</u>
1st week	=	average weekly payment
2nd week	=	average weekly payment
3rd week	=	average weekly payment
4th week	=	average pay less 4/5ths of average pay for the four days absent less total credits not accrued that week
= 1/5 average pay		
		<u>less 4 x 0.4 hours x average weekly pay</u>
		38
= 1/5 average pay		
		<u>less 1.6 hours x average weekly pay</u>
		38

(c) Alternative Methods of Payment

Where the employer and the majority of employees concerned agree an alternative method of paying wages to that provided in subclauses (a) and (b) hereof may be introduced.

(d) (i) Day off Coinciding with Pay Day

In the event that an employee, by virtue of the arrangement of his ordinary working hours, is to take a day off on a day which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day. Provided that where the employer is able to make suitable arrangements wages shall be paid on the working day preceding pay day.

(ii) Payment of Average Pay on Termination of Employment

In the case of an employee whose ordinary hours are arranged in accordance with Clause 23 - Implementation of 38-Hour Week, paragraphs (a) (iii) or (iv) of this award and who is paid average pay and who has not taken the day off due to him during the work cycle in which his employment is terminated, the wages due to that employee shall include the total of credits accrued during the work cycle. Where the employee has taken a day off during the work cycle in which his employment is terminated, the wages due to that employee shall be reduced by the total of credits which have not accrued during the work cycle.

(e) Bush and Bush Sawmills

All wages due and payable to employees in the bush and at bush sawmills shall be paid in such manner as may be agreed upon between the employer, the employee and the Union; or in default of such agreement:

- (i) Where a bank exists within 5 miles of the mill or place where the work is performed, weekly in cash at the mill or such place; or
- (ii) Where no bank exists within five miles of such mill or place, fortnightly in cash at such mill or place. Such payment shall not be delayed for more than four working days after the expiration of the period in respect of which the wages are due and payable.

(f) Cities and Towns

All wages due and payable to employees in towns and cities shall be paid weekly in cash at the mill or place where the work is performed. Such payment shall be made not later than two days following the expiration of the pay week observed by the employer at his works and in any case not later than Friday, but the accepted pay day shall not be altered without seven days prior notice to the State Branch of the Union.

(g) Payment of Wages Upon Termination

Upon termination of the employment after the prescribed period of one week's notice of termination has been given by either the employer or the employee or where the period of notice is dispensed with in accordance with the provisions of subclause (c) of Clause 42 - Terms of Engagement, of this award, all monies which are legally due shall be paid to the employee at the usual place of payment within 15 minutes of the ceasing time on the day of the termination of the employment, provided that if the usual place of payment be at the work in the bush, then such payment shall be made within 30 minutes of the usual ceasing time on the day of the termination of the employment at the usual place of payment. Should the employment be otherwise terminated the employer may retain any monies legally due to the employee until the time at which it would have been payable if the employment has not been terminated.

(h) Default in Payment of Wages

If through default of the employer an employee is kept waiting for his wages for more than 15 minutes after time on any pay day or for more than 15 or 30 minutes as the case may be as provided in subclause (g) of this clause, the employee shall be paid at overtime rates for 3 hours or until the hour of payment whichever shall first occur if payment be made on the day of default and if payment be not made on that day shall in addition be paid at overtime rates for all ordinary working hours between the end of the day of default and the day of payment provided that this penalty rate shall not exceed payment as for 38 hours.

(i) Details of Pay

On or prior to pay day, the employer shall state to each employee in writing the amount of wages to which he is entitled, the amount of deductions made therefrom and the net amount being paid to him.

(j) Payment in Meal Break - On Request

Where wages are not paid during working hours and the majority of employees request payment of wages during the meal break or crib time then such payment of wages shall be made during such meal break or crib time.

(k) Waiting for Wages

An employee kept waiting for his wages on pay day for more than a quarter of an hour after the usual time for ceasing work shall be paid at overtime rates after that quarter-hour with a minimum of a quarter of an hour.

(l) Payment by Cheque or into Account

Notwithstanding anything elsewhere contained in this award where an employer and an employee agree the employee may be paid his wages by cheque or into a nominated account.

### 30. PIECEWORK

- (a) For the purposes of this award, a pieceworker shall mean an employee who, is not a weekly employee but who is engaged to work away from the employer's mill, yard or other place of business in or in connection with felling, hauling or other obtaining of logs or other timber at rates of remuneration depending only on the amount of work performed, irrespective of the hours or times concerned.
- (b) The remuneration payable to a pieceworker shall be fixed by agreement between the employee and his employer at rates which would enable such an employee of average capacity to earn, for an ordinary week's work, not less than 25 per cent above the appropriate weekly time rate for the class of work performed.
- (c) In addition to piecework rates, piecework fallers who, with the concurrence of the employer, supply, operate and maintain their own power saws shall be paid an allowance as may be agreed upon and on such conditions as relate to the use of such power saws as are agreed. Such allowance shall be a minimum of **\$27.30** per week.
- (d) The following clauses of this award, which are not stated to apply only to weekly employees or do not specifically exclude pieceworkers, also shall not apply to pieceworkers:
  - 15 - Camping Allowance
  - 22 - Hours
  - 26 - Mixed Functions
  - 27 - Overtime, Saturday, Sunday and Holiday Payments
  - 36 - Shifting or Erecting Camp
  - 44 - Travelling Allowance
- (e) Pieceworkers shall be paid at ordinary rates for time occupied shifting haulers from one landing to another except in cases where the piecework rates are arranged to include time occupied in shifting haulers.
- (f) When sleepers are being inspected whilst they are being loaded into trucks by pieceworkers and, at the request of the employer or of a Government inspector or of the buyer, the sleepers are turned for inspection or reinspection, the loaders shall receive turning rates whilst turning such sleepers and loading rates whilst loading such sleepers.
- (g) All logs felled or hauled at piecework rates shall be measured at the mill landing or elsewhere by agreement. Particulars of the logs so measured shall be given to the pieceworker at least once a fortnight unless otherwise agreed upon by the employer and the employee and such particulars shall set out the name of the mill supplied, the name or names of the employees, the date, the brand, the length, the girth and the super feet of such logs scaled according to the prevailing practice. Provided that in respect of measuring red gum logs an agreement may be entered into between the State Branch of the Union and employers.

- (h) Where timber is obtained from Crown Lands or private property the employer shall pay any royalty charged on the timber. Where the employee obtaining the timber pays royalty on behalf of the employer such royalty shall be paid by the employer to the employee in addition to piecework rates.

### **31. PREFERENCE**

As between members of The Australian Timber Workers' Union and other persons offering or desiring service or employment in the same time or in relation to retrenchments, preference shall be given to such members:

**PROVIDED** that:

- (a) The person concerned must be capable of and qualified to perform the job concerned.
- (b) Where in any establishment or place of employment a contrary custom or practice of union membership can be shown to exist and is shown to have existed at 1 November 1975 as to any classifications included in section (c), subclause 1, Division A of Clause 8 - Wage Rates of this award, the provisions of this clause shall not apply to such classification in such establishment or place of employment.

### **32. PROCEDURES FOR IN-PLANT DISCUSSIONS IN RELATION TO 38 HOUR WEEK**

- (a) Procedures shall be established for in-plant discussions, the objective being to agree on the method or methods of implementing a 38 hour week in accordance with Clause 22 - Hours and Clause 23 - Implementation of 38-Hour Week, of this award and to implement cost saving practices agreed to in relation to introducing the 38 hour week.
- (b) The procedures should make suggestions as to the recording of understandings reached and methods of communicating agreements and understandings to all employees, including the overcoming of language difficulties.
- (c) The procedures should allow for the monitoring of agreements and understandings reached in-plant.
- (d) In cases where agreement cannot be reached in-plant in the first instance or where problems arise after initial agreements or understandings have been achieved in-plant, a formal monitoring procedure shall apply. The basic steps in this procedure shall be as prescribed by subclause (c) of Clause 23 - Implementation of 38-Hour Week.

### **33. PROTECTIVE COVERING**

- (a) Water dogmen and river logmen shall be paid 5 cents per week in addition to their ordinary wage for the cost of waterproof coats and boots.

- (b) If an employee is required to work in the rain he shall be provided with oil skins or other suitable waterproof clothing and, upon request by the employee, with suitable wet weather footwear.
- (c) All employees whilst engaged in or in connection with falling or logging operations in the bush or while working under overhead cranes shall wear head protective helmets of a type mutually approved by the employer and the State Branch of the Union or in default of agreement as determined by the Tasmanian Industrial Commission. Such head protective helmets shall be supplied by the employer to each employee so engaged.
- (d) All tractors used in or in connection with logging operations in the bush shall be fitted with a metal canopy or similar protective metal cover, to safeguard the driver from injury, of a type mutually approved by the employer and the State Branch of the Union or in default of agreement, as determined by the Tasmanian Industrial Commission.
- (e) The employer may deduct from the pay of any employee to whom oilskins, aprons, overalls, water-proof clothing, wet weather footwear or head protective helmets have been supplied the cost of such articles as are not returned in good order and condition, fair wear and tear excepted, on demand being made by the employer.
- (f) An employee required to handle poles or timber whilst still wet after impregnation or immunisation shall be supplied by the employer with suitable protective clothing. In the event of a dispute arising from this provision the matter may be referred to the Tasmanian Industrial Commission.
- (g) An employee who is required to handle materials whilst still wet with glue from spreading machine shall be supplied with suitable gloves and apron.
- (h) An employee who is required to prime paint timber or timber articles by any method (other than by hand) or handle same whilst still wet with paint shall be supplied with suitable protective clothing.
- (i)
  - (a) An employee who is required to carry bags of cement or who takes timber by hand from a conveyor or sorting table or a dockerman who takes timber by hand 'green off saw' or an employee who is covered by classifications 45, 67(a)(vii), 67(a)(viii), 67 (a)(ix), 67(a)(x) or 67(f) and who handles timber shall be supplied with a protective apron.
  - (b) Sawyers (not referred to in (a) above) and A and B Grade Wood Machinists shall be supplied with a protective apron upon the request of the employee.
- (j) Upon request by a saw sharpener, saw doctor or a saw doctor apprentice the employer shall supply such employee 2 pairs of overalls per annum free of charge.
- (k) Upon request by an employee the employer shall pay **\$16.40** as reimbursement to the employee for the supply of safety footwear. The employee shall produce satisfactory evidence of purchase of the footwear and shall be entitled to reimbursement on not more than one occasion per annum. The wearing of the footwear shall become a condition of employment of the employee.



### **34. PULLERS OUT FOR SAWYERS**

No sawyer shall work or be required to work a running out saw bench cutting over 3 feet 6 inches in length without a puller out.

### **35. REFERENCE OF DISPUTES**

Any dispute arising in respect of any matter to which this award relates shall be referred to the Tasmanian Industrial Commission, for determination.

### **36. SHIFTING OR ERECTING CAMP**

An employee employed in shifting or erecting camp or assisting therein or in clearing the site for a camp shall be paid at his ordinary rates for the time he is so employed.

### **37. SHIFT WORK**

Where it is necessary that work be performed in shifts, the following conditions shall apply:

- (a) (i) The method of working shifts shall be agreed between the employer, the majority of the employees concerned and the State Branch of the Union.
- (ii) In the event of a day worker commencing afternoon or night shift work at the instruction of the employer without 7 days notice the employer shall pay time and one half rates for all ordinary time worked until such 7 days notice would have expired. Such extra rate shall be in substitution for the shift allowance.

(b) Definitions

For the purpose of this clause:

- (i) **'Afternoon Shift'** means any shift finishing after 6.00pm and at or before midnight.
- (ii) **'Continuous Work'** means work carried on with consecutive shifts of persons throughout the 24 hours of each of at least six consecutive days without interruptions except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
- (iii) **'Night Shift'** means any shift finishing subsequent to midnight and at or before 8.00am.
- (iv) **'Rostered Shift'** means a shift of which the employee concerned has had at least 48 hours notice.

(c) Hours - Continuous Shift Work

- (i) The ordinary hours of shift workers on continuous work as defined in subclause (b) hereof shall average 38 hours per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days.
- (ii) Subject to the following conditions such shift workers shall work at such times as the employer may require.
  - 1. A shift shall consist of not more than eight hours inclusive of crib time.
  - 2. Except at the regular change-over of shifts an employee shall not be required to work more than one shift in each 24 hours.
  - 3. 20 minutes shall be allowed to shift workers each shift for crib time which shall be counted as time worked.

(d) Hours - Other than Continuous Work

- (i) Subject to Clause 23 - Implementation of 38-Hour Week and Clause 32 - Procedures for In-Plant Discussions in Relation to 38-Hour Week, the ordinary hours of shift workers not on continuous work, as defined in subclause (b) hereof, shall average 38 hours per week and shall not exceed 152 hours in 28 consecutive days. The ordinary hours prescribed herein may be worked on any day or all of the days of the week, Monday to Friday inclusive.
- (ii) Such ordinary hours shall be worked continuously except for a meal break which shall not be counted as time worked.

One hour or such other time as may be agreed upon, which shall not be less than twenty minutes, shall be allowed for a meal break which, once fixed, shall only be altered, except in an emergency, by mutual agreement or in the absence of agreement by at least 7 days notice of the intended change given to the employees and the State Branch of the Union.

An employee shall not be allowed to work more than 5 hours without a meal break.

Where in any establishment the ordinary hours of work are worked on the basis of 4 days of eight ordinary hours and one day of 6 ordinary hours within a work cycle of one week, by agreement between the employer and the majority of employees concerned the 6 ordinary hour day may be worked without a meal break.

- (iii) Except at regular change-over of shifts an employee shall not be required to work more than one shift in each 24 hours.

(e) Rosters

- (i) Except by agreement between the employer the employees concerned in any establishment, or a section or sections thereof, and the State Branch of the Union the ordinary working hours shall not exceed 8 hours in any day.

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

- (ii) Employees placed on the shift roster shall not be changed by the employer without 48 hours notice of such change or payment is made at time and one half rates for ordinary time worked until such 48 hours notice would have expired. Such extra rate shall be in substitution for the shift allowance.

(f) Variations By Agreement

- (i) Subject to subclause (c) and (d) hereof the method of working shifts may be varied as to all or a section of employees by agreement between the employer, the majority of employees concerned and the State Branch of the Union to suit the circumstances of the establishment.

- (ii) The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer, the majority of the employees concerned and the State Branch of the Union to suit the circumstances of the establishment. In the absence of agreement the matter may be referred to the Tasmanian Industrial Commission for determination.

(g) Shift Work Allowance

- (i) A shift worker whilst on afternoon or night shift shall be paid 15 per cent more than his ordinary rate.
- (ii) A shift worker who works an afternoon or night shift which does not continue for at least five afternoons or nights in a five day workshop or for at least six successive afternoons or nights in a 6 day workshop shall be paid for each shift 50 per cent for the first 2 hours thereof and 100 per cent for the remaining hours thereof in addition to his ordinary rate.
- (iii) A shift worker who, other than at his own request, works continuous night shifts, that is night shifts which do not rotate with another shift or day work, shall be paid 30 per cent more than his ordinary rate for such shifts.
- (iv) Where in any establishment bound by the provisions of this award at which the employee working on shift is engaged and the majority of the employees working on shift work therein receive higher shift premiums for working such shifts then such higher shift allowances shall be paid to the employee in substitution for the shift allowances prescribed by this clause.

- (v) If agreement is reached between the employer, the majority of employees concerned and assented to in writing by the State Branch of the Union, a system of averaging the shift allowance is permissible.

(h) Saturday Work - Continuous Shift

The minimum rate to be paid to a shift worker for ordinary hours performed between midnight on Friday and midnight on Saturday shall be time and a half rates for such shifts. Such extra rate shall be in substitution for the shift allowance.

(i) Sundays and Holidays

- (i) A shift worker on a rostered shift the major portion of which is performed on a Sunday or holiday shall be paid the following which shall be in substitution for the shift allowance:

1. Sundays - double time
2. Holidays (a) Continuous Shift Workers - double time  
(b) Non-Continuous Workers - double time and one half

- (ii) An employee who works continuous shift work and who, by the circumstances of the arrangement of his ordinary hours of work, is entitled to a rostered day off which falls on a public holiday, prescribed by this clause, shall, at the discretion of the employer, be paid for that day one fifth his ordinary weekly rate of pay or have an additional day added to his annual leave. This provision shall not apply when the holiday on which he is rostered off falls on a Saturday or Sunday.

- (iii) In the case of a shift worker whose ordinary hours of work are arranged in accordance with paragraphs (a) (iii) or (iv) of Clause 23 - Implementation of 38-Hour Week, the weekday to be taken off shall not coincide with a holiday fixed in accordance with Clause 21 - Holidays. Provided that, in the event that a public holiday is prescribed after an employee has been given notice of a weekday off in accordance with subclause (d) of Clause 23 - Implementation of 38-Hour Week, and the holiday falls on such weekday the employer shall allow the employee to take a day off in lieu on an alternative week day.

(j) Overtime - Shift Workers

- (i) All work done by shift workers in excess of or outside the ordinary working hours prescribed by this award shall be paid as follows:

1. If on continuous work, at the rate of double time.
2. If on other than continuous work, at the rate of time and a half for the first two hours on any one day, at the rate of double time thereafter.

3. Except in each case when the time is worked:
- (a) By arrangement between the employees themselves; or
  - (b) For the purpose of effecting the customary rotation of shifts; or
  - (c) On a shift to which an employee is transferred on short notice as an alternative to standing down the employee in circumstances which would entitle the employer to deduct payment for a day in accordance with Clause 42 - Terms of Engagement, subclause (f) of this award.

**PROVIDED** that when not less than 8 hours notice has been given to the employer by a relief man that he will be absent from work and the employee who he should relieve is not relieved and is required to continue to work on his rostered day off, the unrelieved employee shall be paid double time.

- (ii) All overtime performed on a Sunday shall be paid at the rate of double time.
- (iii) All overtime performed on a holiday shall be paid at the rate of double time and one half.
- (iv) The rates prescribed herein shall be in substitution for and not cumulative upon the shift allowances prescribed elsewhere in this clause.
- (v) Where a shiftworker is required to work overtime on a Saturday, Sunday or holiday he shall be afforded at least 3 hours work or be paid for 3 hours at the appropriate rate except where such overtime is continuous with the employee's ordinary hours or with overtime commenced on the previous day.
- (vi) An employer may require an employee to work overtime at overtime rates and such employee shall work overtime as is reasonable.

(k) Termination of Shift

A shift worker shall be given 7 days notice of the cessation of shift work. If such notice is not given the appropriate shift allowance set out in subclause (g) hereof shall apply to ordinary time worked until such 7 days notice would have expired.

(l) Daylight Saving

Notwithstanding anything contained elsewhere in this award, in any area where, by reason of the legislation of State, summer time is prescribed as being in advance of the standard time of the State the length of any shift:

- (i) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and

- (ii) commencing on or before the time prescribed by such legislation for the termination of a summer time period, shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set at the time fixed pursuant to the relevant State Legislation.

In this subclause the expression 'standard time' and 'summer time' shall bear the same meaning as prescribed by the relevant State Legislation.

### **38. SHOP STEWARDS**

The employer shall give recognition to any employee who is appointed Shop Steward of the union in any timber yard, sawmill, workshop or place where he is employed. The Union shall advise the employer in writing of the appointment of employees as Shop Stewards.

Subject to the prior approval of the employer or his nominated representative, the Shop Steward shall be allowed the necessary time to interview employees and the employer in such workplace, during working hours, on matters affecting those employees.

### **39. SICK LEAVE**

#### **(a) Amount of Leave**

Except as otherwise prescribed in this clause an employee on weekly hiring after one month's service with his employer, who is absent from his work on account of personal illness, or on account of injury by accident shall be entitled to leave of absence, without deduction of pay subject to the following conditions and limitations:

- (i) He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation.
- (ii) He shall within 24 hours of commencement of such absence inform the employer, in writing if practicable, of his inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- (iii) He shall prove to the satisfaction of his employer (or in the event of a dispute to the Tasmanian Industrial Commission) that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed. For such purpose the employer may require an employee to make a statutory declaration verifying the cause of his absence.
- (iv) An employee shall be entitled to 40 hours sick leave during his first sick leave year, and to 64 hours sick leave from the commencement of each subsequent sick leave year.

- (v) He shall not be entitled to paid leave in excess of 10 hours during the first 3 months of his employment with an employer and a further 10 hours during the second 3 months of such employment. Provided that should his employment continue beyond 6 months he shall be paid for the leave for which he would otherwise have been entitled to be paid except for the limitations prescribed by this paragraph and for which payment has not previously been made.
- (vi) Subject to the provisions of subclause (b) hereof, untaken sick leave shall accumulate from year to year, and it shall be available to an employee in any subsequent year of employment.

(b) Payment of Untaken Sick Leave

(i) Basis of Payment

Where an employee has more than 104 hours of accumulated untaken sick leave at the end of a sick leave year, the employer shall pay such employee for any accumulated untaken sick leave exceeding 104 hours, up to a maximum payment as for 64 hours. Such payment shall be made at the ordinary rate of pay applicable to the worker at that time.

The period of sick leave for which the employee has been paid shall not be added to the period of untaken sick leave accrued due to the employee.

(ii) Time of Payment

The date upon which an employee shall be entitled to payment under this subclause shall be:

- (1) For employees whose employment commenced prior to 1 January 1974 - 1 January each year.
- (2) For employees whose employment commenced after 1 January 1974 - the anniversary date of the commencement of the employee's employment each year.
- (3) For employees employed in the bush or in bush sawmills or in log sawmills outside cities and towns and who were in receipt of a weekly sick leave allowance prior to 1 January 1977 - 1 January, each year.

(iii) Statement of Employee's Sick Leave Credits

Upon request by an employee the employer shall advise the employee concerned of the amount of accumulated untaken sick leave held in credit by him at the beginning of his sick leave year.

(c) Sickness on a Rostered Day Off

Where an employee is sick or injured on the day he is to take off in accordance with Clause 23 - Implementation of 38-Hour Week, paragraphs (a)(iii) or (iv) of this award he shall not be entitled to paid sick leave for that day nor will his sick leave entitlements be reduced as a result of his sickness or injury that day.

(d) General Conditions

- (i) Should the employment of an employee be terminated by the employer by reason of slackness of trade and he is re-employed by the same employer within a period of 6 months of such termination, in calculating his sick leave entitlements his contract of employment shall be deemed not to have been broken by reason only of such termination and the period during which his employment was interrupted shall not be taken into account.
- (ii) Where a business is transmitted from one employer to another, an employee's service with the transmitter shall for the purpose of sick leave payment be taken as service with the transferee provided that the employee's employment with the transmitter is continued with the transferee.
- (iii) Notwithstanding anything contained herein an employee suffering injury through an accident arising out of and in the course of his employment (not being an injury in respect of which he is entitled to workers' compensation) which in the opinion of the employer or his representative at the place of work necessitates his attendance during working hours of a doctor, chemist or trained nurse or at a hospital shall not suffer any deduction from his pay for the time necessarily occupied in such attendance (but not exceeding 4 hours) on the day of the accident and shall be reimbursed by the employer all expenses reasonably incurred in connection with such attendance but in no case shall such reimbursement exceed \$7.00.

#### 40. SUPERANNUATION

(a) Definitions

- (i) **'Employee'** means an employee who is eligible to be a member of the union.
- (ii) **'The Fund'** shall mean:
  - (1) The Timber Industry Superannuation Scheme (TISS) as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or



(2) An alternative superannuation scheme existing and conforming to the Commonwealth Government's operational standards for occupational superannuation and which is agreed to by the union. Such agreement shall be in writing and signed by the employer and the union where both parties shall hold on record a copy of the agreement. Any dispute arising in relation to this issue shall be referred to the Tasmanian Industrial Commission for determination.

(iii) '**Ordinary time earnings**' means the award classification rate (including supplementary payments where relevant), overaward payments and shift work loadings (where relevant).

In relation to piecework employees, 'ordinary time earnings' shall mean the base rate plus 25%.

(iv) '**Union**' means The Australian Timber Workers' Union.

(b) Employer Contribution to Superannuation

(i) Quantum of contributions and dates of operation

Subject to the rules of the Fund, the employer shall contribute to the Fund in respect of each employee who is a member of the Fund an amount in accordance with the following scale:

(1) From the first pay period to commence on or after 14 March 1988 -

1.5% of ordinary time earnings calculated to the nearest 10 cents.

(2) From the first pay period to commence on or after 1 July 1988 contribution to the Fund will be increased by:

1.5% of ordinary time earnings calculated to the nearest 10 cents.

(ii) In circumstances where an employer becomes bound by the Fund after the prescribed operative dates for contribution, such dates shall be read so as to not take effect prior to the date from which the employer is bound to the Fund.

(iii) Contributions to the fund shall be made by the employer on at least a calendar monthly basis unless there are circumstances for which the employer cannot be held responsible.

(c) Unpaid Absences

An employee shall not be required to make a contribution on behalf of an employee who is absent from work without pay and the employer's contribution in any week on behalf of such an employee will be reduced by a proportionate amount.

(d) Waiting Period

- (i) The employer shall only be required to make contributions in accordance with subclause (b) of this clause on behalf of employees who have served the company continuously for a period of one month. Once employees have completed the one month waiting period, they shall be eligible to have contributions to the Fund paid on their behalf, in accordance with subclause (b) of this clause, from the date of their engagement with the employer.
- (ii) In relation to support staff the prescribed contribution will become payable following the completion of 76 hours or more work each month.

(e) Employee Contributions

- (i) Subject to the rules of the Fund, employees may contribute to the Fund in addition to the contributions being paid pursuant to subclause (b) of this clause. Such employees may either forward their own contribution directly to the Fund administrators or, where it is practicable to do so, authorise the employer to pay into the Fund from the employee's wages, amounts specified by the employee.
- (ii) Additional employee contributions to the Fund forwarded by the employer at the employee's request shall be subject to the following conditions:
  - (1) The amount of contributions shall be expressed in whole dollars.
  - (2) Employees shall have the right to adjust the level of contribution made on their own behalf from the first of the month following the giving of 3 months written notice to the employer. Provided that by agreement with the employer, employees may vary their additional contribution in extenuating circumstances at other times.

(f) Cessation of Contributions

An employee's eligibility for contributions to the Fund will cease on the last day of employment with the employer and the employer shall not make any contributions to the Fund in respect of any period beyond the last day of employment.

(g) Employer Bound by Other Schemes

If at any time the employer becomes bound by an award of any industrial tribunal or by legislation to contribute to another superannuation scheme other than the Fund, then the employer's liability to make employer contributions in respect of that eligible employee shall be reduced by the amount of the contribution the employer makes or is required by the award or registered industrial agreement or legislation to make to the other scheme from the date the employer makes or becomes bound to make payments to the other scheme.

#### **41. SUPPLY OF TOOLS**

Employees, other than carpenters and joiners, wheelwrights, millwrights and pieceworkers shall be provided by the employer with all necessary tools, implements, measuring instruments and plant. The employee shall replace or pay for any tools so provided which are lost, damaged or destroyed through his negligence.

#### **42. TERMS OF ENGAGEMENT**

All employees except those engaged in piecework or on special work shall be employed on a weekly engagement subject to the following terms:

- (a) An employee shall perform such work as the employer shall from time to time require on the usual days and within the prescribed hours, provided that until the seven days' notice of transfer to a lower grade, prescribed by subclause (b) of Clause 25 - Mixed Functions hereof expires, such work shall be of or be paid as of a similar class to that usually performed by such employee.
- (b) Employment during the first two weeks shall be from day to day at the weekly rates prescribed except in the case of re-engagement within one month after the termination of a previous service of the employee under the employer.
- (c) Subject to the provision of subclauses (b), (d), (e) and (f) hereof a week's notice in writing if so requested of the termination of employment shall be given to terminate such employment on the corresponding day of the following week or on any later day thereof and if the employment be terminated by either the employee or the employer without such notice a weeks' wages shall be paid or forfeited as the case may be. Notice given by an employer for more than 2 weeks in succession shall not be regarded as notice within the meaning of this clause. Provided that in the case of work in the bush and at bush mills such notice may be dispensed with by the consent in writing of the employer and employee.
- (d) The employer may dismiss any employee without notice for malingering, inefficiency otherwise than through temporary illness, neglect of duty or misconduct, and pay the employee's wages up to the time of such dismissal only.
- (e) Notwithstanding anything elsewhere contained in this clause -
  - (i) The absence of an employee from work for a continuous period exceeding 3 working days without the consent of the employer and notification to the employer shall be prima facie evidence that the employee has abandoned his employment.
  - (ii) Provided that if within a period of 14 days from his last attendance at work or the date of his last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of his employer that he was absent for reasonable cause, he shall be deemed to have abandoned his employment.

(iii) Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer whichever is the latter.

(f) The employer may deduct payment for any full day the employee cannot be usefully employed because of any strike or because of any breakdown of machinery or because of any other stoppage of work for any reasonable cause subject to the following provisions:

(i) The onus of proving reasonableness of the causes shall be on the employer.

(ii) Where a stand-down continues beyond one week, the employee may terminate his employment without notice or forfeiture of a week's wages.

(iii) The employer advises the Union Office of the commencement time and possible duration of the stand-down.

(iv) Subject to any employee in the bush and in bush sawmills and in log sawmills outside cities and towns being ready, willing and available to work, nothing in this clause shall authorise deduction of payment for any time lost because the employee is prevented from working on account of rain, hail or snow, or on account of a shortage of logs where such shortage is due to rain, hail or snow.

(g) Support Staff

An employer may employ support staff in the retail sector of his or her business excluding the position of wood machinist, sawyer or any classification that is subject to apprenticeship conditions.

**PROVIDED** that:

(i) Support staff shall not exceed a proportion of 1 to 8 employees employed under this award in the retail sector receiving adult rates. Provided that with the agreement of the Union, employers employing less than eight such employees may engage one support staff.

(ii) Prior to employing support staff the employer shall notify the State Branch of the Union of his/her intention (by registered letter), accompanied by a list of the total number of employees receiving adult rates of pay.

(iii) Support staff employees shall not be engaged for more than twenty hours each week and shall be paid an hourly rate as provided in subparagraphs (1) and (2) of this paragraph:

(1) For each hour worked during ordinary hours the rate of pay shall be 1/38th of the appropriate weekly rate as prescribed in Clause 8 - Wage Rates of this award plus 20 per cent.

- (2) Work exceeding 8 hours within the normal spread of hours will be paid at the appropriate penalty rates.
  - (3) For work performed outside the hours prescribed in subclause (b) of Clause 22 - Hours, of this award, payment shall be 1 and 1/5th times the appropriate ordinary rate plus normal penalty rates, i.e. 1 and 1/2 times for the first two hours and double time thereafter. This loading shall be in lieu of annual leave and other such like pay entitlements.
  - (4) Support staff employees subject to this clause shall be employed for a minimum of 8 hours in any one week, provided that such an employee may be employed for 4 hours only on a Saturday.
  - (5) Should a support staff employee's services not be required on the next working day, the employer shall inform the employee at the commencement of work the day immediately preceding the non-attendance day, failure by the employer to give such notice shall result in payment being made to the support staff employee for all ordinary hours the support staff would have worked.
  - (6) The provisions of; Clause 10 - Annual Leave; Clause 13 - Bereavement Leave; Clause 21 - Holidays; Clause 24 - Jury Service Leave; Clause 27 - Parental Leave and Clause 39 - Sick Leave, shall not apply to support staff employees.
- (h) Employer parties may employ watchmen or employees in box and case factories and in the making of sporting goods by the hour, and shall pay such employees at the rate per hour proportionate to the weekly wage plus 10 per cent with a minimum amount in respect of any employment on a day as for the full day. Provided that in the case of incentive workers the minimum amount payable shall be as if the employment shall have continued throughout the working hours of the day on which the employment occurs, payable at a rate per hour proportionate to such weekly rate plus 22 and 1/2 per cent.

#### **43. TRAIN AND TRAM LINES**

All train and tram lines owned or controlled by the employer shall be kept in good order by the employer.

#### **44. TRANSPORT OF EMPLOYEES ON TERMINATION OF EMPLOYMENT**

Where means of transport to the bush or bush sawmills is provided by the employer, on the termination of service of an employee, the employee, his family and his goods and chattels shall be transported free of charge within 48 hours of receipt by the employer of notice that such transport is required. But an employee shall not be entitled to free transport on a route along which the public is regularly transported for payment; on the other hand he shall not be charged a rate on such route in excess of that regularly charged to the public.

#### **45. TRAVELLING ALLOWANCES**

- (a) Subject to the provisions of this clause an employee engaged in ordinary travelling on duty or on work on which he is unable to return to his home at night shall be paid such personal expenses as he reasonably incurs in travelling.
- (b) Where the employer of such employee provides or offers to provide meals and bed the employee shall, before leaving, have the option of receiving **\$3.10** per day or accepting the meals and bed provided or offered by the employer. The employer shall give to the employee, before leaving, full information as to the arrangement for food and sleeping.
- (c) This clause shall not apply to workers in the bush or to those ordinarily and usually employed on lighters, punts or rafts.

#### **46. TRAVELLING TIME AND CONDITIONS**

- (a) Subject to this clause a weekly employee shall, where he is directed or required to work at a place other than his usual place of work, be paid at ordinary rates for all time occupied in travelling to and from the place at which he is so directed or required to work in excess of the time ordinarily occupied in travelling to and from his usual place of work.
- (b) Each employee in the bush shall have a fixed starting place which shall be the existing starting place.
- (c) New starting places in the bush shall be fixed by agreement between the employer and the Union and in default of agreement, by the Tasmanian Industrial Commission.
- (d) When an employee has a fixed starting point in the bush he shall be paid for all time occupied in travelling between the starting place and the work and for all time in excess of half an hour back from the work to the starting point.
- (e) Where an employer provides a vehicle for the purpose of taking his employees to and from work he shall equip such vehicle with suitable seating accommodation together with a fly or other cover to protect the employees from the weather.

**CONDITIONS FOR EMPLOYEES IN DIVISION B  
CLERKS AND SALES ASSISTANTS**

**47. ANNUAL LEAVE**

(a) Period of Leave

Except as hereinafter provided, a period of 28 consecutive days leave shall be allowed annually to an employee after 12 months continuous service (less the period of annual leave) to an employee in any one or more of the occupations to which this award applies.

(b) Annual Leave Exclusive of Public Holidays

Subject to this subclause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by Clause 52 - Holidays hereof, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day the ordinary time which the employee would have worked if such a day had not been a holiday.

(c) Broken Leave

Annual leave shall be granted and taken in one consecutive period, or where the employer and employee agree, in any combination.

(d) Calculation of Continuous Service

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

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

In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this subclause shall inform the employer in writing, if practicable, within 48 hours of the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness, injury, or cause, and the estimated duration of his absence.

A notification given by an employee in relation to sick leave within 24 hours of the commencement of such absence informing the employer, in writing if practicable, of his inability to attend for duty and, as far as practicable, stating the nature of the injury or illness and the estimated duration of the absence shall be accepted as notification.

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

In cases of individual absenteeism such notice shall be given in writing to the employee concerned, but in cases of concerted and collective absenteeism notice may be given to employees by the posting up of a notification in the plant, in the manner in which general notifications to employees are usually made in that plant and by posting to each Union whose members have participated in such concerted or collective absenteeism a copy of such notification no later than the day it is posted up in the plant.

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

For the purpose of this clause, service shall be deemed to be continuous notwithstanding any absence from work on account of personal sickness or accident.

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

(e) Successor or Assignee

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

(f) Calculation of Month

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



(g) Leave to be Taken

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

(h) Time of Taking Leave

Except as provided for by subclause (c) - Broken Leave of this clause, annual leave shall be given at a time fixed by the employer within a period not exceeding 6 months from the date when the right to annual leave accrued and after not less than one month's notice to the employee.

**PROVIDED** that the one month's notice to the employee required by this subclause may be dispensed with by an agreement between the employer and the employee concerned and endorsed by the relevant union.

(i) Leave Allowed Before Due Date

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

Where leave has been granted to an employee pursuant to this subclause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months continuous service in respect of which the leave was granted, the employer may for each one complete month of the qualifying period of 12 months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wages paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by Clause 52 - Holidays hereof.

(j) Payment for Period of Annual Leave

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

(k) Loading on Annual Leave

(i) During a period of annual leave an employee shall receive a loading calculated on the rate of wage prescribed by subclause 1, Division B of Clause 8 - Wage Rates as appropriate, and such an employee shall receive a loading of 17 and 1/2 per cent.

(ii) The loading prescribed by this subclause shall not apply to any public holiday occurring during a period of annual leave.

- (iii) The loading prescribed by this subclause shall, upon termination of the employment for any reason, also apply in respect of leave not taken for a full 12 months qualifying period of service by the employee with the employer.
- (iv) The loading prescribed by this subclause shall not apply to proportionate payment on termination under subclause (l) except in the case of an employee with not less than 3 months service with an employer whose services are terminated by the employer through no fault of the employee.

**PROVIDED** that all part-time employees engaged to work 20 or more hours per week shall receive a loading of 17 and 1/2 per cent on payment made for annual leave as prescribed in subclause (j). Such loading shall not apply to proportionate leave on termination of service.

(l) Proportionate Payment on Termination

If after one month's continuous service an employee leaves the employment or the employment is terminated by the employer, the employee shall for each completed month of continuous service rendered and in respect of which annual leave has not been granted under this clause, be paid one third of the relevant weekly rate applicable to the employee calculated in accordance with the provisions of subclause (j) - Payment for Period of Annual Leave, of this clause.

(m) Close Down

An employer may close down his plant or a section or sections thereof, wholly or partly, for the purpose of allowing leave to all or the bulk of the employees in the plant or section or sections concerned in accordance with the following provisions:

- (i) He may, by giving not less than 3 months notice (or a lesser period of notice agreed upon by the employer and the Secretary of the State Branch of the Union or his accredited representative) of his intention to do so, either close down for one period or for two separate periods or where the employer and the employee concerned so agree in three separate periods provided that the Secretary of the State Branch of the Union is notified of such agreement by registered letter at least 14 days prior to such third separate period of annual leave proposed to be taken by the employee (hereinafter referred to as the first, second or third close down) in accordance with subclause (d) hereof; provided that in lieu of a second or third close down he may grant any leave due and not taken at the first close down within a period not exceeding 9 months from the date the right to annual leave accrued in one or two separate further periods subject to agreement as aforesaid and notification to the State Branch of the Union as aforesaid in the case of the leave being taken in three separate periods and after not less than one month's notice to the employee.
- (ii) Each employee affected shall be credited with the 12 and 2/3 hours pay for each completed month of continuous service for which leave has not already been given during the 12 months ending on 31 December in each year.

- (iii) Except to the extent that an employee has leave to his credit under the provisions of paragraph (i) of this subclause at the date of the close down, he shall be stood off without pay during the period of any close down.
- (iv) Except where annual leave is allowed before the due date in accordance with subclause (i) the next 12 monthly period for each employee affected by such close down shall commence on 1 January.
- (v) All time during which an employee is stood off without pay in a close down period shall, for the purpose of annual leave credits, be deemed to be time worked.
- (vi) If in the first year of his service with an employer an employee is allowed proportionate annual leave under this subclause and subsequently within such year lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, he shall be entitled to the benefit of subclause (m) hereof subject to adjustment of any proportionate leave which he may have been allowed as aforesaid.
- (vii) Where a close down is observed during the Christmas-New Year period the leave granted shall be not less than 14 consecutive days, exclusive of public holidays, except that where an employee is not entitled to 14 consecutive days leave at such close down, he may be granted leave then accrued in accordance with paragraph (ii) of this subclause.

#### **48. CLOTHING**

- (a) Where an employer requires an employee to wear outer clothing or protective clothing of a distinctive colour or style such clothing shall be supplied by the employer without cost to the employee.
- (b) Upon request by an employee the employer shall pay **\$16.40** as reimbursement to the employee for the supply of safety footwear. The employee shall produce satisfactory evidence of purchase of the footwear and shall be entitled to reimbursement on not more than one occasion per annum. The wearing of the footwear shall become a condition of employment of the employee.

#### **49. COMPASSIONATE LEAVE**

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

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

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

## **50. CONTRACT OF EMPLOYMENT**

- (a) All employment shall be by the week and the employment of an employee will not be terminated except for misconduct which would justify instant dismissal, without at least one week's notice being given by the employer to the employee, and the employee shall likewise give to the employer one week's notice of his intention to terminate his employment.

If one week's notice be not given by the employer or employee, one week's wages shall be paid or forfeited as the case may be, and in the case of misconduct wages shall be paid up to the time of dismissal only.

Any dispute on what constitutes misconduct shall be determined by the Tasmanian Industrial Commission.

- (b) An employee shall be entitled to receive on request a reference on termination of service. Such reference shall contain at least the commencing and finishing dates of service and shall become absolute property of the employee. Any prospective or future employer shall return the reference to the employee within 7 days of having received it.

## **51. ESTIMATING SERVICE**

In estimating the number of year's experience of an employee in order to ascertain the minimum rate of wages to which such employee may be entitled, the total experience in the service of every employer in the timber trade shall be taken.

## **52. HOLIDAYS**

- (a) All weekly employees shall be entitled to holidays without deduction of pay of the following days, provided that if any other day be by a State Act of Parliament or State Proclamation, substituted for any of the said holidays the day so substituted shall be observed in lieu thereof: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, Regatta Day (south of Oatlands only), Recreation Day (north of Oatlands only), Show Day (by

agreement between the employer and the majority of employees another day may be substituted for Show Day). Provided further that in the case of an employee with at least 3 months service with an employer whose services are terminated by the employer through no fault of the employee within 14 days prior to a holiday and who is re-engaged by such employer within 14 days after such holiday or in the case of an annual leave close down within 14 days after resumption of work, he shall be paid for any such holiday the amount he would have received had his employment not been terminated.

- (b) Employees employed in the bush or at sawmills in the bush in lieu of being granted the foregoing holidays as they occur may, by agreement between the employer and the majority of employees concerned, take a day or days in lieu at a time mutually agreed upon between such employer and employees.
- (c) Where consequent upon any visit to Australia of Her Majesty the Queen or any other member of the Royal Family a public holiday is proclaimed by Order in Council or otherwise gazetted by the Authority of the Commonwealth or of the State Government such day shall within the defined locality be deemed to be a holiday for the purposes of this award. Provided that an employee shall not be entitled to the benefit of more than one holiday consequent upon such visit.

### **53. HOURS**

- (a) The ordinary hours of work shall be worked on one of the following bases:
  - (i) 38 hours within a work cycle of one week;
  - (ii) 76 hours within a work cycle of two weeks;
  - (iii) 114 hours within a work cycle of three weeks;
  - (iv) 152 hours within a work cycle of four weeks.
- (b) The ordinary hours of work prescribed herein may be worked on any day or all of days of the week, Monday to Friday inclusive, between the hours of 6.30am and 6.00pm.
- (c) The method of working the ordinary hours may be such as agreed upon between the employer and the majority of employees concerned and in the event of a dispute Clause 61 - Settlement of Disputes shall be applied without delay.

**PROVIDED** that the method of working ordinary hours may be reviewed at any time subject to agreement being reached between the employer and the majority of employees concerned. In the event of a dispute Clause 61 - Settlement of Disputes shall be applied without delay.

- (d) The hours of work prescribed by this clause shall, excepting for a meal break of not less than 30 minutes and not more than 60 minutes, be continuous each day. Such meal break shall be taken between the hours of 11.00am and 3.00pm.

- (e) By agreement between the employer and an employee rostered days off may be accumulated (banked) up to a maximum of 10 per annum and shall be entitled to be taken in a manner agreed upon between the employer and the employee.
- (f) In circumstances where a rostered day off applies, this day may be substituted for another day, provided that agreement is reached between the employer and employee. Provided further that such agreement will not be unreasonably withheld.
- (g) Subject to the provisions of this clause, whereby the method of working a 38-hour week provides for RDO's, the RDO's, by agreement between the employer and employee/s, may be taken on any day of the week.

#### **54. MIXED FUNCTIONS**

An employee engaged for more than half of one day on duties carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for such a day.

An employee engaged for less than half of one day on duties carrying a higher rate of pay than the employee's ordinary classification shall be paid the higher rate for the time so worked, provided that the aggregate time so worked shall exceed 2 hours in any one week. Provided further that this clause shall not apply to employees engaged in a higher capacity on duties specified in classifications 2 and 3 of subclause 1(ii), Division B of Clause 8 - Wage Rates.

#### **55. OVERTIME**

- (a) Subject to subclause (d) of this clause, for all time of duty in excess of the ordinary hours of work, shall be paid for at the rate of time and one half for the first 3 hours and double time thereafter.
- (b) In computing overtime, each day's work shall stand alone.
- (c) For the purpose of determining the appropriate hourly rate for the payment of overtime, the appropriate weekly rates shall be divided by forty.

**PROVIDED** that from the beginning of the first full pay period to commence on or after 1 August 1990 the divisor for calculating payment of overtime shall become thirty-eight.

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

This subclause shall not be used to obtain unpaid work from an employee on a regular basis.

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

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

#### **56. PARENTAL LEAVE**

The provisions of Clause 27 - Parental Leave, Division A hereof shall also apply to this Division.

#### **57. PART-TIME EMPLOYEES**

- (a) Part-time employees engaged to work 20 or more hours per week shall be entitled to annual leave, holidays and sick leave as prescribed in Clause 47 - Annual Leave, Clause 52 - Holidays and Clause 63 - Sick Leave hereof, provided that payment thereof shall be made at the rate paid to such employees for a similar period of time worked.

The wage rates payable per hour shall be one fortieth of the relevant rate above set out.

**PROVIDED** that from the beginning of the first full pay period to commence on or after 1 August 1989 the hourly rate shall be calculated on the basis of one thirty-eighth of the relevant rate above set out.

- (b) Part-time employees engaged to work less than 20 hours per week shall be paid per hour one fortieth of the weekly rates prescribed for the work performed. In addition thereto such employees shall receive 20% of the ordinary hourly rate in respect of each hour for which he or she is paid; such additional amount to be in lieu of annual leave and public holidays.

**PROVIDED** that from the beginning of the first full pay period to commence on or after 1 August 1990 the expression one-fortieth shall be replaced by the expression one thirty-eighth in calculating the hourly rate as prescribed by this subclause.

- (c) Penalty rates prescribed in Clause 55 - Overtime and Clause 60 - Saturday, Sunday and Holiday Work herein are applicable to part-time employees.

#### **58. PAYMENT OF WAGES**

- (a) All wages due and payable to employees shall be paid weekly in cash at the place where the work is performed. Such payment shall be made not later than two days following the expiration of the pay day observed by the employer at the works and in any case not later than Friday, but the accepted pay day shall not be altered without seven days prior notice to the State Branch of the Union.

- (b) Upon the termination of the employment after the prescribed period of one week's notice of termination has been given by either the employer or the employee or where the period of notice is dispensed with in accordance with the provisions of subclause (a) of Clause 50 - Contract of Employment hereof, all monies which are legally due shall be paid to the employee at the usual place of payment within 15 minutes of the ceasing time of the day of termination of the employment. Should the employment be otherwise terminated the employer may retain any monies legally due to the employee until the time at which it would have been payable if the employment had not been terminated.
- (c) If through default of the employer an employee is kept waiting for the wages for more than 15 minutes after ceasing time on any pay day or more than 15 or 30 minutes as the case may be as provided in subclause (b) hereof, the employee shall be paid at the overtime rates for 3 hours or until the hour of payment whichever shall first occur if payment be made on the day of default and if payment be not made on that day shall in addition be paid at overtime rates for all ordinary working hours between the end of the day of default and the day of payment provided that this penalty rate shall not exceed payment as for 38 hours.
- (d) On or prior to pay day, the employer shall state to each employee in writing the amount of wages to which he/she is entitled, the amount of deductions made therefrom and the net amount being paid to the employee.
- (e) An employee kept waiting for the wages on pay day for more than a quarter of an hour after the usual time for ceasing work shall be paid at overtime rates after that quarter-hour with a minimum of a quarter of an hour.
- (f) Notwithstanding anything elsewhere contained in this award where an employer and an employee agree the employee may be paid wages by cheque or electronic fund transfer.

## **59. RATIO OF JUNIORS TO ADULT EMPLOYEES**

- (a) Clerks

The maximum number of juniors to be employed shall not exceed the ratio of 2 juniors to every one adult.

- (b) Sales Assistants and Allied Classifications

The maximum number of juniors to be employed shall not exceed the ratio of one junior to every one adult.



## **60. SATURDAY, SUNDAY AND HOLIDAY WORK**

- (a) For all time worked on a Saturday, payment shall be made as follows:
- (i) Where the employer's business premises are regularly open for normal business and require manning on Saturday, payment shall be made at the rate of double time with minimum payment as for 3 hours worked.

**PROVIDED** that for employees engaged after 1 August 1989 the minimum payment prescribed shall be as for 2 hours worked.

- (ii) Where the employer's business premises are not open for normal business, payment shall be made at the rate of one and one half times the ordinary rate for the first 2 hours and double time thereafter.
- (b) Double time shall be paid for all work done on Sundays with a minimum payment as for 3 hours worked and double time and one half with a minimum payment as for 3 hours worked on any of the holidays mentioned in Clause 52 - Holidays.
- (c) In calculating payment for work performed in accordance with this clause, the hourly rate shall be obtained by dividing the relevant weekly rate, for the classification concerned, by one fortieth.

**PROVIDED** that from the beginning of the first full pay period to commence on or after 1 August 1990 the expression one-fortieth shall be replaced by the expression one thirty-eighth.

- (d) For the purposes of this clause, where the employee requests and the employer agrees, time off at the penalty equivalent may be allowed in lieu of payment for Saturday, Sunday and holiday work.

**PROVIDED** that such time off shall be paid at the penalty equivalent.

## **61. SETTLEMENT OF DISPUTES**

In the event of any dispute or grievance between the employer and the employee/s, the following procedure shall be observed:

- (a) The matter shall in the first instance be discussed at establishment level between the employer and the employee/s concerned.
- (b) In the event that the matter remains unresolved, the officials of the relevant union may be involved. The employer may seek to involve the employer organisation.
- (c) Should the matter remain unresolved it shall be referred to the Tasmanian Industrial Commission for resolution.

- (d) The above procedure is to be followed without resort to industrial disputation and the parties will in examining any issue have regard to the spirit as well as the letter of the provisions of this award or any agreement or understandings previously reached.

## **62. SHOP STEWARDS**

The employer shall give recognition to any employee who is appointed shop steward of the Union in any workplace where he is employed, and he shall be allowed the necessary time to interview the employer in the working hours on matters affecting the employees in such workplace.

## **63. SICK LEAVE**

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

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

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

- (b) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a)(iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave shall be credited to the employee, and, subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year.
- (c) An employer shall not be required to make any payment in respect of accumulated sick leave credits to an employee who is discharged or leaves the employment, or for any time an employee is absent from work without producing satisfactory evidence of personal illness.
- (d) Any sick leave accumulation standing to the credit of an employee as at 1 August 1989 shall be adjusted in the ratio of 38:40.

#### **64. SUPERANNUATION**

##### (a) Contribution

An employer shall make an Occupational Superannuation contribution equivalent to 3% of ordinary time earnings (as defined) into an approved Occupational Superannuation Fund in respect to all eligible employees (as defined) from the beginning of the first full pay period to commence on or after 1 September 1989.

##### (b) Part-Time Employees

In the case of eligible part-time employees, contributions shall be made where the employee works at least 76 hours in a Fund billing statement month.

##### (c) Definitions

- (i) **'Eligible Employee'** shall mean an employee, whether weekly or part-time, who has had at least one month's continuous service with an employer subject to this award.
- (ii) **'Approved Fund'** shall mean an Occupational Superannuation Fund or scheme approved in accordance with the Commonwealth Occupational Standards for Occupational Superannuation Funds.
- (iii) **'Ordinary Time Earnings'** shall mean the classification rate prescribed in Clause 8 - Wage Rates of this award plus overaward payments if any, for work performed during ordinary working hours and shall therefore exclude work performed and paid as overtime.

(d) Fund

Contributions determined in accordance with subclause (a) of this clause shall, subject to subclause (h) of this clause, be made into Timber Industry Superannuation Scheme (TISS).

(e) Unpaid Absences

The employer shall not be required to make a contribution on behalf of an employee who is absent from work without pay, and the employer's contribution in any week on behalf of such an employee will be reduced by proportionate amount.

(f) Employee Contributions

(i) Subject to the Rules of the Fund, an eligible employee who may wish to make contributions additional to those being paid pursuant to subclause (a) of this clause, shall be entitled to do so. Such an employee may either forward the contribution directly to the Fund Administrator or, where it is practical to do so, authorise the employer to pay into the Fund from the employee's wages, an amount specified by the employee.

(ii) An employee's additional contribution to the Fund, forwarded by the employer at the employee's request, shall be subject to the amount being expressed in whole dollars, and the employee shall have the right to adjust the level of contribution made on the employee's own behalf, from the first of the month, following the giving of three months' written notice to the employer.

(g) Cessation of Contributions

An employee's eligibility for contributions to the Fund will cease on the last day of employment with the employer and the employer shall not make any contributions to the Fund in respect of any period beyond that last day of employment.

(h) Exemptions

(i) The Tasmanian Industrial Commission may grant exemptions from the use of the Fund nominated in subclause (d) of this clause, to employers who provide Occupational Superannuation into a fund which meets the guidelines of the Tasmanian Industrial Commission.

Employers seeking an exemption in accordance with this provision shall notify the union of such intention and lodge an application with the Tasmanian Industrial Commission no later than 20 August 1989.

(ii) For the purposes of this subclause the following companies are exempt being parties to an alternative Occupational Superannuation Fund (as defined):

1. Beck's Timber Pty Ltd
2. Burn Philp & Company Ltd trading as BBC Hardware
3. Corinna Sawmills (David Cummings Timbers)

4. French Enterprises Pty Ltd
5. Gunns/Kilndried Pty Ltd
6. Hume & Kerrison Pty Ltd
7. W.A. McKay Pty Ltd
8. Matpine Pty Ltd
9. St Helens Timber Company
10. Tasmanian Board Mills Ltd
11. Tasmanian Softwoods Pty Ltd
12. K.J. Wood Products
13. Neville Smith & Company Pty Ltd
14. Koppers (Australia) Pty Ltd

**65. TRAINEE CLERK (AS DEFINED)**

- (a) Trainee Clerk (as defined) shall be engaged for a period of twelve months as a full time employee, provided that a trainee shall be subject to a satisfactory probation period of up to one month.
- (b) Where possible traineeship positions should be additional to normal staff numbers provided that no existing weekly employees shall be displaced by a trainee.
- (c) A trainee clerk (as defined) will receive on-the-job training by the employer as specified in the training agreement (as defined) and off-the-job training will be provided by a training institution/organisation approved by the Training Authority of Tasmania.
- (d) The employer agrees that the overall training program will be monitored by officers of the Training Authority of Tasmania and training record books may be used as part of this monitoring process.
- (e) Time spent off-the-job training shall be allowed without loss of continuity of employment.
- (f) Where an employer continues the employment of a trainee clerk (as defined) after completion of the "traineeship period", such "traineeship period" shall be counted as service for the purpose of the award.
- (g) Under normal circumstances overtime shall not be worked by trainees. However, when during a training period in a particular section, overtime is involved in the operation of that section, overtime may be worked by the trainees. Where overtime is worked the normal allowances and penalty rates shall apply.
- (h) The union shall be afforded reasonable access to trainees for the purpose of explaining the role and functions of the union.
- (i) Trainees shall not perform higher duties unless in the course of their traineeship.

- (j) Trainees shall be exempt from action in respect of industrial disputes. However the employer shall observe the provisions determined by the Training Authority of Tasmania in respect of the use of trainee clerks (as defined) in the time of industrial disputes.

