This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984
s23 application for award or variation of award

Tasmanian Trades and Labor Council
(T12395 of 2005)
Private Sector Awards

FULL BENCH:
PRESIDENT P L LEARY
DEPUTY PRESIDENT P C SHELLEY
COMMISSIONER J P McALPINE

Wage Rates – State Wage Case 2006 – application to vary private sector awards – Awards rates to be increased by $20 per week - Wage related allowances to be increased by 3.45% – Meal allowance increased to $13.60 - State Minimum Wage determined at $504.40 - s.35(1)(b)

FURNISHING TRADES AWARD

ORDER -

No. 2 of 2006
(Consolidated)

AMEND THE **FURNISHING TRADES AWARD** BY DELETING ALL CLAUSES CONTAINED THEREIN AND INSERTING IN LIEU THEREOF THE FOLLOWING; AND THE AWARD IS CONSOLIDATED:

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

1. TITLE

This award shall be known as the "Furnishing Trades Award".

2. SCOPE

This award is established in respect of the industry of manufacturer, repairer or installer of:

(a) furniture or furnishings;

(b) wicker articles;

(c) baby carriages;

(d) musical instruments;

(e) wooden toys or ornaments;

(f) coffins; or

(g) plate, sheet, or stained glass or glass lenses or prisms, other than glass installed as part of the structure of a building;

and covers the work and persons performing such work more particularly detailed in Clause 34 - Scope of Division A.

3. ARRANGEMENT

SUBJECT MATTER	CLAUSE NO.
Title	1
Scope	2
Arrangement	3
Date of Operation	4
Supersession and Savings	5
Parties and Persons Bound	6
Definitions	7
Wage Rates	8

CONDITIONS FOR EMPLOYEES IN DIVISION A1 – PRODUCTION/FURNISHING INDUSTRY TRADESPERSONS EMPLOYEES AND IN DIVISION A2 – GLASS (OTHER THAN SAFETY GLASS)

Annual Leave	9
Apprenticeships	10
Bereavement Leave	11
Breakage of Dentures and Spectacles etc.	12

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

Clothing, Equipment and Tools 13
Contract of Employment 14
Contract Work – Employees Not to Perform Other Work 15
Damage to Clothing and Tools 16
Disability Allowance 17
First Aid Certificate 18
Holidays with Pay 19
Hours of Work – Day Workers 20
Limitation of Employment 21
Meal Hours – Day Workers 22
Mixed Functions 23
Notice Boards 24
Overtime – Day Workers 25
Parental Leave 26
Payment for Work on Sundays and Holidays 27
Payment of Wages 28
Personal Leave 29
Piecework 30
Proportion of Junior Workers 31
Right of Entry 32
Saving 33
Scope of Division A 34
Second-Hand Work 35
Settlement of Disputes 36
Shift Work 37
Shop Stewards 38
Special Rates, Allowances and Conditions 39
Structural Efficiency 40
Superannuation 41
Tools and Tool Allowance 42
Travelling in Employer's Vehicle 43
Travelling Time Allowance and Board 44
Union Delegates 45

CONDITIONS FOR EMPLOYEES IN DIVISION B – CLERICAL EMPLOYEES

Annual Leave 46
Bereavement Leave 47
Casual Employees 48
Clothing 49
Estimating Service 50
Existing Wage Rates 51
Full Week's Wages to be Paid 52
General Conditions 53
Holidays with Pay 54
Hours 55
Mixed Functions 56
Occupational Superannuation 57
Overtime 58
Part-Time Employees 59

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

Payment of Wages	60
Personal Leave	61
Ratio of Juniors to Adult Employees	62
Rest Periods	63
Right of Entry	64
Saturday, Sunday and Holiday Work	65
Stewards	66
Tea Money	67
Termination of Employment	68
Work as Directed	69

CONDITIONS FOR EMPLOYEES IN DIVISION C – DRIVERS

Annual Leave	70
Casual Employees	71
General Conditions	72
Overtime	73
Part-Time Employees	74
Payment of Wages	75
Personal Leave	76

Appendix

4. DATE OF OPERATION

This award shall come into operation from the beginning of the first full pay period to commence on or after 1 August 2006.

5. SUPERSESSION AND SAVINGS

This award incorporates and supersedes the Furnishing Trades Award No. 1 of 2005 (Consolidated) and No 1 of 2006.

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

6. PARTIES AND PERSONS BOUND

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

(a) all employers (whether members of a Registered Organisation or not) who are engaged in the industry specified in Clause 2 - Scope;

(b) all employees (whether members of a Registered Organisation or not) for whom classifications appear in this award and who are engaged in the industry specified in Clause 2 - Scope;

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(c) the following organisations of employees in respect of whom award interest has been determined:

(i) the Liquor, Hospitality and Miscellaneous Union - Tasmanian Branch and the officers of that organisation and their members employed in the industry specified in Clause 2 - Scope;

(ii) the Australian Municipal, Administrative, Clerical and Services Union and the officers of that organisation and their members 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 employed in the industry specified in Clause 2 - Scope;

(d) the following organisations of employers in respect of whom award interest has been determined:

(i) The Retail Traders Association of Tasmania and the officers of that organisation and their members engaged in the industry specified in Clause 2 - Scope;

(ii) the Tasmanian Sawmillers Industrial Association and the officers of that organisation and their members engaged in the industry specified in Clause 2 - Scope; and

(iii) the Tasmanian Chamber of Commerce and Industry Limited.

7. DEFINITIONS

GENERAL

'Apprentice' means a person who is bound by an indenture of apprenticeship.

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

'Employer' means an employer bound by this award.

'Examiner' means an employee who is capable of using all measuring equipment and who is sufficiently versatile to examine and check any kind of product normally produced. He/she may be called upon to work under supervision but is not expected to exercise discretion and is only required to accept or reject those articles which conform or fail to conform to clearly defined standards.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

'Inspector' means a tradesman who is engaged to inspect components or finished products whilst in production or upon completion as to their conformity with a specific standard of quality and accuracy and who is authorised to exercise and does exercise a discretion to pass components which may not conform to that standard.

The term **'journeyman'** shall include **'journeywoman'** and shall be synonymous with the term 'tradesman' which shall include 'tradeswoman'.

'Junior worker' means a person under the age of 21 years who is not an indentured apprentice or a journeyman.

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

'Utility worker' means an employee engaged:

- on repetition work on any automatic, semi-automatic or single purpose machine or any machine fitted with jigs, gauges or other tools rendering operations mechanical and in connection with which he/she is not responsible for the setting up of the machine nor for the dimensions of the products other than by checking with gauges which shall be either unadjustable or, if adjustable, shall not be set by the operator, or

- in the assembling of component parts of appliances or articles to which this award applies and in which no fitting or adjustment whatever is required, or

- in specialised processes not requiring the use of hand tools except stapling machines, hammers, pliers, screw drivers, spanners or files;

- on any other operations other than those coming within the classifications appearing in the table in Clause 37 - Shift Work.

CLASSIFICATION

DIVISION A1 - PRODUCTION/FURNISHING INDUSTRY TRADESPERSONS EMPLOYEES

PRODUCTION EMPLOYEE LEVEL 1 (P1) 78%

An employee new to the industry who is undertaking up to three months structured induction and skill training consistent with national competency standards to prepare the employee for a productive role in the industry.

The skill and induction training shall include information on the enterprise, conditions of employment, introduction to supervisors, fellow employees, machinery and work processes of the enterprise, information on training and career opportunities, plant layout, work and documentation procedures, basic occupational, health and safety instruction and quality assurance.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

Duties

An employee at this level is required to perform routine production and/or labouring duties to the level of his/her training.

Indicative of the tasks an employee at this level may perform are the following:

- general labouring
- cleaning
- other comparable tasks

Responsibilities

An employee at this level is required to work competently under direct supervision whilst using minimal discretion; however, such an employee cannot be required to organise or schedule tasks.

Qualifications

An employee must satisfy the employer that he/she has basic literacy and numeracy skills and that he/she has an aptitude for work in the industry.

Training

An employee at this level shall be provided with a structured program of training to:

- enable the employee to perform duties within the range embraced by this level; and
- provide an opportunity to participate in the acquisition of the skills required of a Production Employee Level P2.

Progression

Progression to Level 2 will be on the basis of the successful competition of the induction program and the demonstrated competency to undertake duties at Level P2.

PRODUCTION EMPLOYEE LEVEL 2 (P2) 82%

A Production Employee Level 2 is an employee who has successfully completed the skill/induction training consistent with national competency standards at Level P1 so as to enable the employee to perform work within the scope of this level.

An employee at this level performs more involved work at a level beyond the skills required at Level P1 and to the level of his/her training.

An employee at this level performs more involved work at a level beyond the skills required at Level P1 and to the level of his/her training.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

Duties

Indicative of the tasks which an employee at this level may perform are the following:

- assembling component parts of articles;
- priming and/or undercoating and/or sealing by spray or hand;
- the gluing of basic materials;
- repetition work on any automatic, semi-automatic or single purpose machine;
- uses selected hand tools;
- handles raw and or treated materials either by manual or mechanical means;
- veneer matching and sewing;
- maintains simple records;
- assists in the provision of on-the-job training of Furnishing Production Employee Level 1;
- understands and undertakes basic quality control/assurance procedures including the recognition of basic quality deviations/faults;
- understands and utilises basic process control procedures;
- assists employees in higher grades;
- prepares for dispatch from orders for finished goods and components;
- competent in the use and minor operator maintenance of basic hand tools and machines;
- pressing (by hand) and/or finishing of soft furnishings;
- performs production sewing using a single type sewing machine; other than a computerised numerically controlled machine.

Responsibilities

An employee at this level is required to work competently under direct supervision whilst using minimal discretion, however, such an employee cannot be required to organise or schedule tasks.

Qualifications

An employee to be classified at Level P2 will be required to have successfully completed the induction training programme and/or have been previously employed in a Level P2 position and have attained the skills necessary to perform competently the work at this level.

Training

An employee at this level shall be provided with a structured program of training to:

- enable the employee to perform duties within the range embraced by this level; and
- provide an opportunity to participate in the acquisition of skills required of a production Employee Level P3.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

Progression

Progression to Level P3 will be on the basis of an employee at Level P2 obtaining the requisite skill and competency standards and on being selected on merit for a Level P3 position when one becomes available.

PRODUCTION EMPLOYEE LEVEL 3 (P3) 87.4%

A Production Employee Level 3 is an employee who has successfully completed the structured training consistent with national competency standards so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work of an advanced nature above and beyond the skills of an employee at Level P2 and to the level of his/her training.

Duties

Indicative of the tasks which an employee at this level may perform are the following:

- sets up and operates machinery and/or equipment requiring skills and knowledge beyond those required at Level P2;
- sets up and operates two or more sewing machines, other than computerised numerically controlled machines;
- operates flexibly between work stations;
- basic sketching and tracing skills;
- receiving, dispatching, distributing, sorting, checking, packing and documenting and/or recording of goods, materials and components;
- basic inventory control;
- precision measurement;
- assists tradespersons;
- assists in the provision of on-the-job training;
- understands and undertakes basic quality control/assurance procedures including the ability to recognise and rectify basic quality, deviations/faults.

Responsibilities

An employee at this level is required to work competently under routine supervision either individually or in a team environment, and is responsible for the quality of his/her own work and will exercise discretion within the limits of his/her training.

Qualifications

An employee to be classified at Level P3 will be required to have successfully completed the structured training programme and/or have been previously employed in a Level P3 position and have attained the skills necessary to perform competently the work at this level.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

Training

An employee at this level shall be provided with a structured program of training to:

- enable the employee to perform duties within the range embraced by this level; and
- provide an opportunity to participate in the acquisition of skills required of a Production Employee, Level 4.

Progression

Progression to Level P4 will be on the basis of an employee at Level P3 obtaining the requisite skill and competency standards and on being selected on merit for a Level P4 position when one becomes available.

PRODUCTION EMPLOYEE LEVEL 4 (P4) 92.4%

A Production Employee Level 4 is an employee who has successfully completed the structured training consistent with national competency standards so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work of a complex nature above and beyond the skills of an employee at Level 3 and to the level of his/her training.

Duties

Indicative of the tasks which an employee at this level may perform are the following:

- inventory and store control;
- computer operation;
- intermediate keyboard skills;
- basic production and fault finding skills;
- ability to inspect products and/or materials for conformity with established operational standards;
- assists in the provision of on-the-job training;
- operates all lifting equipment incidental to his/her task;
- understands and applies quality control techniques;
- works from detailed instruction and procedures.

In addition, this level will include an employee engaged primarily to input a selected program and/or set up and operate computerised numerically controlled sewing machines.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

Responsibilities

An employee at this level is required to work competently under general supervision either individually or in a team environment and may be responsible for the co-ordination of work within a team environment and is responsible for assuring the quality of his/her own work.

Qualifications

An employee to be classified at Level P4 will be required to have successfully completed the structured training programme and/or have been previously employed in a Level P4 position and have attained the skills necessary to perform completely the work at this level.

Training

An employee at this level shall be provided with a structured program of training to:

- enable the employee to perform duties within the range embraced by this level; and
- provide an opportunity to participate in the acquisition of skills required to progress beyond this level.

Progression

Progression of a Production Employee Level 4 shall be dependent upon obtaining requisite skill and competency standards for higher levels and on being selected on merit for a position at a higher level when one becomes available.

FURNISHING INDUSTRY TRADESPERSON LEVEL 1 (T1) 100%

A Furnishing Industry Tradesperson Level 1 is an employee who has successfully completed a Trade Certificate or who holds a Tradespersons Rights Certificate and who is required to exercise the skill and knowledge of that qualification.

A Furnishing Industry Tradesperson Level 1 performs trade and non-trade functions at a level above and beyond the skills of a Production Employee Level P4.

Duties

Indicative of the tasks which an employee at this level may perform are the following:

- exercise the skills and knowledge of the trade;
- operates all lifting equipment incidental to his/her work;
- performs non-trade tasks incidental to his/her work;
- performs work which, while primarily involving the skills of the employee's trade, is incidental or peripheral to the primary task and facilitates the complete of the whole task. Such incidental or peripheral work would not require additional formal technical training;

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

- inspects products and/or materials for conformity with established operational standards;
- understands and applies quality control techniques;
- exercises good interpersonal and communication skills;
- exercises keyboard skills at a level higher than Furniture Production Employee Level 4.

Responsibilities

An employee at this level will competently undertake the full range of trade functions under limited supervision either individually or in a team environment and is responsible for assuring the quality of his/her own work.

Qualification

An employee at this level will hold a relevant Trade Certificate or Tradespersons Rights Certificate in an appropriate discipline. In obtaining a Trade Certificate, an employee at this level may be required to have completed training across a maximum of two trade streams.

Training

An employee at this level shall be provided with a structured program of training which will enable the employee to perform the range of duties embraced within this level.

An employee shall also be provided the opportunity to participate in a structured programme of training to allow the acquisition of the skills required to progress beyond Tradesperson Level T1.

Progression

Progression beyond Tradesperson Level T1 will be on the basis of an employee at Level T1 obtaining the requisite skill and competency standards and on being selected on merit for a position when one becomes available.

FURNISHING INDUSTRY TRADESPERSON LEVEL 2 (T2) 105%

A Furnishing Tradesperson Level 2 is a tradesperson who has successfully completed additional structured training consistent with national competency standards, so as to enable the employee to perform work within the scope of this level, and/or a person who possesses and uses skills recognised by the parties as being greater than those possessed and used by a Tradesperson Level 1.

A Tradesperson at this level performs trade and non-trade functions above and beyond the duties of Furnishing Tradesperson Level 1 and to the level of his/her training.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

Duties

Indicative of the tasks which an employee at this level may perform are the following:

- exercises the skills attained through satisfactory completion of the training prescribed for this classification;
- exercises discretion within the scope of this level;
- understands and implements quality control techniques;
- provides trade guidance and assistance as part of a work team;
- applies intermediate computer numerical control techniques in machining;
- exercises basic skills in CAD/CAM operations;
- exercises trade skills relevant to the specific requirements of the enterprise at a level higher than that of Furnishing Tradesperson Level 1.

Responsibilities

An employee at this level will work competently under limited supervision either individually or in a team environment and will be responsible for the quality of his/her own work and may be required to monitor the work of others.

Qualifications

An employee at this level will hold:

A trade certificate or a tradesperson rights certificate in an appropriate discipline along with appropriate training to perform duties within the range set out above.

FURNISHING INDUSTRY TRADESPERSON LEVEL 3 (SPECIAL CLASS) (T3) 115%

A Furnishing Industry Tradesperson Level 3 is an employee who holds a trade certificate or tradesperson rights certificate and who has completed appropriate post trade training consistent with national competency standards and is required to exercise complex, high quality, trade skills, above and beyond those required of a Tradesperson, Levels T1 and T2.

Duties

A Tradesperson at this level performs trade and non-trade functions. Indicative of the tasks which an employee at this level may perform are the following:

- provides trade guidance and training;
- provides training to other employees in the enterprise;
- assists in the management/operation of a quality control/assurance program;
- assists in the management/operation of best practice program;
- exercises complex, new high precision, trade skills;
- applies advanced computer numerical control techniques in machining;

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

- exercises intermediate CAD/CAM skills;
- commissions and fault finds on new equipment and approves first off samples;
- performs or assists in design work involving drafting or planning.

Responsibility

An employee at this level will work competently either or in a team environment and will be responsible for the quality and accuracy of his/her own work and may be required to monitor the work of others.

Qualifications

After post trade training developments an employee at this level will have:

- two year's experience in the industry since acquiring trade status; and
- successfully completed post-trade training to perform duties within the range set out above.

Transition Prior to Post Trade Training Development

An employee at this level will have:

- five year's service in the industry since acquiring trade status; and
- successfully completed a skill test to demonstrate special class status.

DIVISION A2 - GLASS EMPLOYEES (OTHER THAN SAFETY GLASS)

Definitions of Levels

(a) The classification structure is reliant on employees having the skills, knowledge and training to be able to completely perform the tasks listed in their particular classification and in preceding classifications as and when required to ensure the most efficient deployment of labour.

(b) In all circumstances, payment will reflect skills attained and utilised. Payments will not be made solely on skills attained. Skills attained must be used within the employer's business.

(c) Progression through or to a higher classification, or skill level will be paid at the previous classification rate for the duration of the training period.

Level 1 Employee (G1)

New employees in this classification will be required to undergo a probationary induction training period of three months.

During this period employees will work under close supervision and be provided with properly structured and regulated training, including education in knowledge of glass, safe handling procedures and general occupational health and safety issues.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

A Level G1 employee may be required to perform work falling within any of the following functions:

(a) On repetition work on any automatic, semi-automatic or single purpose machine or any machine fitted with jigs, gauges or other tools rendering operations mechanical and in connection with which he/she is not responsible for the setting up of the machine nor for the dimensions of the products other than by checking with gauges which shall be either unadjustable or, if adjustable, shall not be set by the operator; or

(b) In the assembling of component parts of appliances or articles to which this award applies and in which not fitting or adjustment whatever is required; or

(c) In specialised processes not requiring the use of hand tools except stapling machines, hammers, pliers, screw drivers, spanners or files; or

(d) In handling raw or treated either by manual or mechanical means to or from cases, benches, pallets, stillages, bins, tables, automatic machinery, cages or racks.

(e) Adult Trainees

A company seeking to implement this provision must firstly seek the permission of the union. This provision is designed to permit adult level G1 employees to acquire additional skills via on-the-job structured and regulated training. The maximum term of this training period is six months.

Employees participating in this scheme would continue to be paid at the adult Level G1 employee rate for the maximum period of six months. Whilst the employee is undertaking the training program at all times he/she shall be working under supervision. During the training period, the employer must assess the employee potential to undertake an adult apprenticeship.

If, at the end of the six months training period, the employee has good reason not to proceed with an adult apprenticeship then he/she shall revert to a Level G1 employee, or be upgraded to a Level G2 employee.

Should an employer decline without sound reasons, to grant an apprenticeship to an employee who has successfully completed his/her six months initial training program then that employer shall not be granted permission by the union for the future employment of an employee under the terms of this provision.

(f) **Level 1 Employee-On-Site**

It is agreed between the parties that Level G1 employees may be employed on site in the following capacities:

(i) unpacking of cased glass;

(ii) stacking of glass;

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(iii) put blocks and tapes in place;

(iv) fetch and carry.

However, Level G1 employees employed on site may not be employed to: (1) place glass into frames, (2) to fit extrusions or rubber after the glass has been placed in the frames; and (3) to do any other trade work.

(g) Vinyl Backing Operator

(h) (i) Loading unloading-toughening or laminating lines

(ii) Breaking out on automatic cutting tables

(i) Autoclaving assistant
Plant operations assistant

(j) Factory cleaner

(k) Silk Screen Operator

Level 2 Employee (G2)

Employees at this level perform work which is recognised as being above and beyond the skills of employees at Level G1 and to the level of their training. To perform work within the scope of this level, an employee must have completed the prescribed training program necessary to perform work falling within any of the following processes:

(a) Cutter

An employee engaged in cutting all types of glass for all purposes of the trade. Maximum substance 6 mm. (After six months training - maximum).

(b) An employee engaged on production of leaded lights (not including design or stained glass work).

(c) Crane Chasing

Fork Lift Driving - Licensed

(d) Case Making

An employee responsible for making cases to required measurements and who is authorised to use power tools for such process.

(e) Dispatch Working-glass Vehicle Driving (other than crane mounted vehicle).

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

Level 3 Employees (G3)

Employees at this level perform work which is recognised as being above and beyond the skills of employees at Level G2 and to the level of their training.

To perform work within the scope of this level an employee must have completed the prescribed training program necessary to perform work falling within any one of the following processes:

(a) (i) Cutting all types of glass to all shapes for all purposes of the trade by use of automatic equipment or by hand cutting.

Maximum substance 12 mm.

(ii) Glazing, fixing and fitting of all types of glass, including mirrors and leaded-lights by use of putties, mastics, sealants, tapes or other in all locations, including fitting of glazing bars, mirror backings or surrounds, louvre fittings and the fixing and fitting fibreglass panels.

(iii) Edge-working, bevelling, drilling of all types of glass used in the trade by use of automatic or hand equipment and including maintenance of stones, diamond wheels, polishing wheels and care and maintenance of tools applicable to the above processes.

(b) Windscreen fitting - all vehicles including tractors, earthmoving equipment etc. and including fitting of side and rear panels and sun roofs, other than employees employed under the terms and conditions of the Vehicle Industry Repair Service and Retail Award.

(c) (i) Computerised automatic glass cutting machine operator.

(ii) Automatic edge griding/polishing machine operator

(iii) Automatic bevelling/polishing machine operator

'Operator' shall mean an employee who is capable of and responsible for starting up and closing down machine and ensuring machine operates efficiently and that production is to required standards.

(d) Examiner

Employee who is capable of using all necessary measuring equipment and who is required to examine and check components and finished products and is only required to accept or reject such articles by their conformity or otherwise to predetermined standards and tolerance.

(e) Dispatch Working-glass Vehicle Driving (Crane Mounted Vehicles)

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(f) Crane Driving/Operations

(g) Preparation and application of computer software

Production of programmed tapes/discs designed to control the operations of computer controlled glass cutting/working machinery and the use of such tapes/discs in the operation of such computer controlled machinery.

Level 4 Employee (G4)

Shall mean a person who has completed a Flat Glass Apprenticeship and received appropriate proficiency papers or a person who for valid reasons did not complete an apprenticeship but has passed an accreditation test, or be an employee who is recognised as having tradesperson standing within the flat glass industry as at the date of operation of this award, and is capable of performing work in all of the following processes:

Employees at this level perform work above and beyond the skills of employees at Level 3 and to the level of their training.

(a) (i) Cutting all types of glass to all shapes for all purposes of the trade by use of automatic equipment or by hand cutting.

(ii) Glazing, fixing and fitting of all types of glass, including mirrors and leaded-lights by use of putties, mastics, sealants, tapes or other in all locations, including fitting of glazing bars, mirror backings or surrounds, louvre fittings and the fixing and fitting of fibre glass panels.

(iii) Edgeworking, bevelling, drilling of all types of glass used in the trade by use of automatic or hand equipment and including maintenance of stones, diamond wheels, polishing wheels and care and maintenance of tools applicable to above processes.

(iv) Design and production of stained glass and leadlights.

(b) (i) Preparation and Application of Computer Software

Production of programmed tapes/discs designed to control the operation of computer controlled glass curing/working machinery and the use of such tapes/discs in the operation of such computer controlled machinery.

(ii) Automatic Bevelling/Polishing Machine Setter-Operator

Setter-Operator shall mean an employee who is capable of and responsible for starting up and closing down the machine, setting up for production and ensuring machine operates efficiently and that production is to required standards.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

Level 5 Employee (G5)

NOTE: Employees placed in this classification must have attained tradesperson standard by successfully completing the prescribed apprenticeship training or by passing the prescribed accreditation examination, or be an employee who was recognised as having trade standing within the flat glass industry as at the date of operation of this award.

A Level G5 employee must be capable of and required to perform work in one or more of the following processes:

(a) An employee who is capable of and involved in detailed plan reading, setting out of detailed work such as toughened glass assemblies, suspended glazing installations, stairwell/balustrade glazing and other detailed specialised glazing installation.

(b) Specialist Measuring

Definition: tradesperson who is capable of and required to perform all types of measuring required for the trade.

(c) Specialist Glass Cutting

Definition: tradesperson who has received further training and has acquired additional skills knowledge and ability to perform all glass cutting functions at the highest level of efficiency and productivity. This will include all aspects of manual cutting especially that of cutting heavy plate glass and the ability to become competent in the operation of all types of automatic cutting machinery.

The ability to provide specialised training to other employee will also be part of this job function, providing the field of specialised training falls within the competence of the tradesperson.

(d) Supervision/Operation of:

Laminating plant.
Toughening plant.
Silvering plant.
Insulation unit plant.
Glass bending plant.

Definition: An employee who is capable of and required to operate and fully supervise all aspects of plant operations and productions.

(e) Quality Control

Quality control means a tradesperson who is engaged to inspect components or finished products whilst in production or upon completion as to their conformity with a specific standard of quality and accuracy and who is authorised to exercise and does exercise a discretion to pass components which may not conform to that standard.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

Level 6 Employee (G6)

Employees in this classification will have obtained specialised skills or qualifications and be capable of performing the following range of tasks as and when required.

Operating within employer's policy and guidelines, an employee in this classification:

(a) Is capable of supervising and controlling the quality and actions of lower classification employees.

(b) Looks after and is responsible for projects and co-ordinates general and specialist employees engaged in such work.

(c) Programs and schedules work and co-ordinates general and specialist employees engaged in such work.

(d) Possesses knowledge of occupational health and safety regulations and supervises safety in areas of his/her control and operation.

(e) Writes and submits detailed reports.

(f) Orders equipment and supervises equipment maintenance.

(g) Operates within broad statements of objectives without requiring detailed instructions and without supervision.

(h) Has involvement in training other employees.

DIVISION B - CLERICAL EMPLOYEES

CLERK - ADULT ENTRY LEVEL (78%) shall mean the entry point for adult employees (21 years and over) with less than 12 months clerical experience either as a junior or adult and on completion of 38 hours training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control assurance. Adult employees shall be advanced to a graded position dependent on skills held and position requirements.

GRADE 1 - CLERICAL ASSISTANT (90%)

A. GRADING

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

(i) The exercise of the "General Requirements" specified in "B" hereunder and

(ii) In addition to the "General Requirements" are required to exercise any one or more of the broad skill levels set out in "C" hereunder.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

B. GENERAL REQUIREMENTS

(i) Employees in this grade perform, and are accountable for clerical and office tasks as directed, within the skill levels set out. They work, within established routines, methods and procedures. Supervision is direct.

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

C. SKILL REQUIREMENTS

(i) Technical Skills

Machine Operation - Skill Level 1:
Employees at this level are able to operate telephone/ intercom systems, telephone answering machines; facsimile machines, photocopiers, franking machines, guillotines.

(ii) Information Handling Skills - Skill Level 1:
Employees at this level are able to receive, sort, open, distribute incoming mail, process outgoing mail, receive incoming and dispatch outgoing courier mail, deliver messages and documents to appropriate persons/locations; prepare and collate documents; sort and file documents/ records accurately in correct location/sequence using an established paper-based filing system.

GRADE 2 - CLERICAL OFFICER (95%)

A. GRADING

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

(i) The exercise of the "General Requirements" specified in "B" hereunder and

(ii) In addition to the "General Requirements" are required to exercise any one or more of the broad skill levels set out in "C" hereunder.

B. GENERAL REQUIREMENTS

(i) Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 1. They are responsible and accountable for their own work which is performed within established routines, methods and procedures. Supervision is routine.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(ii) Employees in this grade are able to acquire and apply a working knowledge of office or sectional operating procedures and requirements; acquire and apply a working knowledge of the organisation's structure and personnel in order to deal with enquiries at first instance, locate appropriate staff in different sections, relay internal information, respond to or redirect enquiries, greet visitors.

C. SKILL REQUIREMENTS

(i) Technical Skills

Machine Operation - Skill Level 2:
Employees at this level are able to operate adding machines, switchboard, paging system, telex machine, typewriter and calculator.

Computer - Skill Level 1:
Employees at this level are able to use knowledge of keyboard and function keys to enter and retrieve data through computer terminal.

Keyboard Typing - Skill Level 1:
Employees at this level are able to type at 25 words per minute with 98 per cent accuracy. Utilise basic word processing skills.

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

(ii) Information Handling Skills - Skill Level 2:
Employees at this level are able to maintain mail register and records; maintain established paper-based filing/ records systems in accordance with set procedures including creating and indexing new files, distributing files within the organisation as requested, monitoring file locations; transcribe information into records, complete forms, take telephone messages.

(iii) Business/Financial Skills - Skill Level 1:
Employees at this level are able to keep appropriate records; prepare and record petty cash transactions; undertake bank transactions (deposits and withdrawals).

GRADE 3 - CLERICAL OFFICER (100%)

A. GRADING

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

(i) The exercise of the "General Requirements" specified in "B" hereunder and

(ii) In addition to the "General Requirements" are required to exercise any one or more of the broad skill levels set out in "C" hereunder.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

OR ARE:

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

B. GENERAL REQUIREMENTS

(i) Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge, at a level higher than required in Grade 2. They are responsible and accountable for their own work, which is performed within established guidelines. They exercise limited discretion within the range of their skill and knowledge. Supervision is general.

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

C. SKILL REQUIREMENTS

(i) Technical Skills

Machine Operation - Skill Level 3:
Employees at this level are able to operate computerised radio telephone equipment, micro/personal computer, printing devices attached to personal computer, dictaphone equipment, typewriters.

Keyboard - Typing - Skill Level 2:
Employees at this level are able to produce documents and correspondence using knowledge of standard formats, touch type at 40 words per minute with 98 per cent accuracy, audio type.

Computer - Skill Level 2:
Employees at this level are able to use one software application package developed for a micro-personal computer to create:

- a database file structure, or
- a spreadsheet/worksheet, or
- a graphic, or
- an accounting/payroll file following standard procedures and using existing models/fields of information; or

use a central computer resource to an equivalent standard.

Word Processing - Skill Level 1:

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

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

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

(ii) Secretarial - Skill Level 1:
Employees at this level are able to take shorthand notes at 70wpm and transcribe with 95 per cent accuracy.

(iii) Information Handling - Skill Level 3:
Employees at this level are able to use computer-based record management systems to file and retrieve records such as accounts, stock inventory, finance and personnel records.

(iv) Business/Financial - Skill Level 2:
Employees at this level are able to maintain records and journals, sort, process and record transactions such as incoming/outgoing cheques, invoices, debit/credit items, payroll data, establish petty cash imprest system.

GRADE 4 - CLERICAL OFFICER (105%)

A. GRADING

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

(i) The exercise of the "General Requirements" specified in "B" hereunder and

(ii) In addition to the "General Requirements" are required to exercise any one or more of the broad skill levels set out in "C" hereunder.

B. GENERAL REQUIREMENT

(i) Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 3. They are responsible and accountable for their own work, and exercise discretion and initiative in the organisation of work within prescribed limits. Supervision is limited.

(ii) Employees in this grade are able to provide detailed advice and information on the organisation's products and services; respond to client/public/supplier problems within own function area, using such techniques as personal interview and liaison; explain organisation's viewpoint to clients and appropriate persons related to own function area.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(iii) Employees in this grade shall be capable of guiding employees graded at a lower level by means of personal instruction and demonstration. This may include general supervision of up to four employees.

(iv) Employees in this grade shall be capable of acquiring and using specialist vocabulary, i.e. technical, medical, legal etc. within the scope of this grade.

C. SKILLS REQUIREMENTS

(i) Technical Skills

Keyboard - Typing - Skill Level 3:
Employees at this level are able to format complex documents including technical data, technical language, tables, graphs, text design, indexing, variable type face; produce documents requiring specified legal form or to comply with regulations or standards.

Computer - Skill Level 3:
Employees at this level are able to use TWO application software packages developed for a micro/personal computer at a standard equal to Skill Level 2 in each, e.g. database, communications, accounting, payroll/personnel, spreadsheets, graphics, other applications; or are able to use a central computer resource to an equivalent standard.

Word Processing - Skill Level 2:
Employees at this level are able to use TWO software packages at a standard equal to Skill Level 1; or are able to apply additional functions such as search and replace, variable fonts, moving and merging across documents, text columns, money columns, tables, e.g. to produce financial statements, printed forms.

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

(ii) Secretarial Skills - Skill Level 2:
Employees at this level are able to arrange travel bookings and itineraries; make appointments; screen telephone calls; follow visitor protocol procedures; establish telephone contact on behalf of executive; take shorthand notes at 90wpm and transcribe with 95 per cent accuracy.

(iii) Information Handling - Skill Level 4:
Employees at this level are able to maintain a computer based records management system; identify, access and extract information from internal sources.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(iv) Business/Financial - Skill Level 3:
Employees at this level are able to prepare cash payment summaries, banking reports and bank statements; maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger.

GRADE 5 - ADMINISTRATIVE OFFICER (110%)

A. GRADING

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

(i) The exercise of the "General Requirements" specified in "B" hereunder and

(ii) In addition to the "General Requirements" are required to exercise any one or more of the broad skill levels set out in "C" hereunder.

B. GENERAL REQUIREMENTS

(i) Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Grade 4. They are responsible and accountable for their own work, and may have limited responsibility for the work of others. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is minimal.

(ii) Employees in this grade must be able to acquire a detailed knowledge of enterprise operations and structures and a basic knowledge of the industry or field of interest in which the organisation operates. Respond to and act upon complex issues/arrangements in such areas as consumer/client services, special products/service knowledge, production and planning schedules, material supply, transport/freight arrangements.

(iii) Employees in this grade shall be capable of guiding employees in lower grades by means of personal instruction and demonstration.

C. SKILL REQUIREMENTS

(i) Technical Skills

Computer - Skill Level 4:
Employees at this level are able to use THREE application software packages developed for a micro/personal computer at a standard equal to Skill Level 2 in each; or use a central computer resource to an equivalent standard; or apply knowledge of advanced functions of a SINGLE application software package to manipulate data, i.e. modify fields of information, develop new database or spreadsheets models; or graph previously prepared spreadsheets, or perform reconciliation;

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

and/or

Word Processing - Skill Level 3:
Employees at this level are able to apply advanced functions including Macros, Sorting and Maths functions, boxes, thesaurus using ONE software package; or apply knowledge of additional functions defined in Skill Level 2 using TWO software packages.

(ii) Secretarial Skills - Skill Level 3:
Employees at this level are able to write shorthand notes at 100wpm and transcribe at 95 per cent accuracy; maintain executive diary; respond to invitations; organise internal meetings on behalf of executive; establish and maintain reference lists/personal contact systems for executives; maintain current working and personal filing systems for executive.

(iii) Information Handling - Skill Level 5:
Employees at this level are able to create new forms of files and records as required using computer-based records systems; access, identify, and extract information as required from external sources, e.g. databases, libraries, local authorities; maintain subscriptions for required technical, trade and other publication systems, maintain circulation, indexing and filing systems for publications; review/close files, archive files.

(iv) Business/Financial - Skill Level 4:
Employees at this level are able to reconcile accounts to balance; follow-up unpaid accounts; calculate wage and salary requirements; calculate work valuations; prepare bank reconciliations.

(v) Supervisory - Skill Level 1:
Employees at this level are able to allocate work tasks to individuals, check work progress and correct errors. Normally five or more subordinates would be involved.

(vi) Specialist Skills - Skill Level 1:
Employees at this level are able to apply knowledge of export and customs documentation requirements and procedures; apply knowledge of separate relevant industrial award rates of pay and conditions, occupational health and safety requirements.

GRADE 6 - ADMINISTRATIVE OFFICER (115%)

A. GRADING

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

(i) The exercise of the "General Requirements" specified in "B" hereunder and

(ii) In addition to the "General Requirements" are required to exercise any one or more of the broad skill levels set out in "C" hereunder.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

B. GENERAL REQUIREMENTS

(i) Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Grade 5. They are responsible and accountable for their own work, and may have limited responsibility for the work of a section or unit. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is by means of reporting to more senior officers as required.

(ii) Employees in this grade are able to apply knowledge of the organisation's objectives, performance, projected areas of growth, product trends; and general industry conditions, e.g. knowledge of competitors and major clients market structure in the performance of own responsibilities.

(iii) Employees in this grade shall be capable of guiding employees graded at a lower level by means of personal instruction and demonstration.

C. SKILL REQUIREMENTS

(i) Technical Skills

Computer - Skill Level 5:
Employees at this level are able to use TWO application software packages on a micro/personal computer to a standard equal to Skill Level 4 in each; or use a central computer resource to an equivalent standard; or assist in operating a mainframe computer

and/or

Word Processing - Skill Level 4:
Employees at this level are able to use complex functions such as moving columns, creating displays of charts or graphs, booklet or report format on ONE software package; or apply knowledge of advanced functions defined in Skill Level 3 using TWO software packages.

(ii) Secretarial Skills - Skill Level 4:
Employees at this level are able to write shorthand notes at 120wpm and transcribe at 95 per cent accuracy; attend executive/ organisational meetings and take minutes; establish current working and personal executive filing system, answer correspondence from verbal or rough handwritten instructions; organise teleconferences.

(iii) Information Handling - Skill Level 6:
Employees at this level are able to establish new paper based/manual filing records systems for the enterprise; assist in separate undertaking research [locate/solicit, summarise/extract and interpret information] related to function area; compose original business correspondence from minimal instructions.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(iv) Business/Financial - Skill Level 5:
Employees at this level are able to post transactions to ledger and prepare a trial balance; prepare financial/tax schedules; calculate costings, stock pricing; complete personnel/payroll data for authorisation.

(v) Supervisory - Skill Level 2:
Employees at this level are able to assist in the development of work quality and performance in a team environment; solve operational problems in own work functional area and resolve operational problems for staff in lower grades; co-ordinate work flow within a section or unit and counsel and advise staff who are under direct supervision.

(vi) Specialist Skills - Skill Level 2:
Employees at this level are able to apply working knowledge of industrial/employment law, equal opportunity, workers compensation procedures and superannuation requirements.

GRADE 7 - ADMINISTRATIVE OFFICER (120%)

A. GRADING

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

(i) The exercise of the "General Requirements" specified in "B" hereunder and

(ii) In addition to the "General Requirements" are required to exercise any one or more of the broad skill levels set out in "C" hereunder.

B. GENERAL REQUIREMENTS

(i) Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Grade 6. They are responsible and accountable for their own work, and may have designated responsibility for the unit/section under their supervision. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is by means of reporting to more senior officers as required.

(ii) Employees in this grade are able to assist in developing policy or new products and services to meet changing market or other circumstances; identify and assess internal and external factors impacting on production and service delivery; identify future trends.

(iii) Employees in this grade are able to assist in the delivery of structured training courses and apply a knowledge of training materials and aids; train employees (where appropriate) in lower grades by means of personal instruction and demonstration.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

C. SKILL REQUIREMENTS

(i) Technical Skills

Computer - Skill Level 6:
Employees at this level are able to use and integrate a variety of application software packages within a micro/ personal computer network; or use a central computer resource to an equivalent standard; or evaluate and determine optimum software solutions (using existing software/programs) to meet new or different application requirements; or use MACRO function (logical operators) on a spreadsheet package.

and/or

Word Processing - Skill Level 5:
Employees at this level are able to use all preceding word processing functions and integrate word processing software with other application software packages to produce complex text and data documents; apply knowledge of Desk Top Publishing to integrate documents and select style sheets appropriate to final presentation; determine all document production design needs without instructions.

(ii) Secretarial Skills - Skill Level 5:
Employees at this level are able to arrange conferences and external meetings; originate executive correspondence; assist executive in preparing, attending and following up appointments, interviews, meetings, etc; act on delegated authority of executive.

(iii) Business/Financial - Skill Level 6:
Employees at this level are able to assist in preparing - budgets, cashflow records, balance sheets, trading accounts, cash management analysis, FBT and company tax requirements; administer individual executive salary packages, travel expenses and allowances, company transport; administer specialised salary and payroll requirements, e.g. Eligible Termination Payments, Superannuation Trust Deed Requirements, Workers Compensation, Maintenance Support Scheme, etc; assist in financial forecasting; interpret and prepare financial information for senior management and prepare reports and assessment relevant to areas of responsibility.

(iv) Supervisory - Skill Level 3:
Employees s at this level are able to plan and organise work priorities of unit or section; reschedule work loads as necessary and resolve operational problems in area of responsibility; monitor work quality of those supervised; use observations, diagnosis and intervention skills to ensure unit/section meets objectives; organise and chair necessary work meetings/conferences; assist in planning future sectional/office organisational resources and equipment needs.

(v) Specialist Skills - Skill Level 3:

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

Employees at this level are able to use knowledge of basic statistics to interpret data from spread sheets, statistical tables, graphs and frequency tables using tools such as mean, mode, median variation, etc; apply knowledge of exchange rate fluctuations in areas of functional responsibility; apply working knowledge of legal requirements, e.g. personal income tax and company tax law, company law, contract law, superannuation law, local government and environmental regulation.

DIVISION C - DRIVERS

Driver 87.4%

A person required to drive a motor vehicle not exceeding 4.5 tonnes gross vehicle mass.

Driver 92.4%

A person required to drive a motor vehicle over 4.5 tonnes gross vehicle mass, but not exceeding 15 tonnes gross vehicle mass.

8. WAGE RATES

DIVISION A1 - PRODUCTION/FURNISHING INDUSTRY TRADESPERSONS EMPLOYEES

1. WAGE RATES

(a) An adult employee in the classifications listed (other than an apprentice junior employee or any employee in respect of whom an authority under Section 79 of the Act is in force) shall be paid the weekly wage rate as specified hereunder for the classification level concerned.

Classification	Base Rate Relativity %	Base Rate $	Safety Net Adjustment $	Weekly Wage Rate $
Production Employee				
Level P1	78	325.40	179.00	504.40
Level P2	82	342.10	179.00	521.10
Level P3	87.4	364.60	179.00	543.60
Level P4	92.4	385.50	179.00	564.50
Furniture Tradesperson				
Level T1	100	417.20	181.00	598.20
Level T2	105	438.10	181.00	619.10
Level T3	115	479.80	179.00	658.80

(b) **PROVIDED** that an employee handling money shall be paid the following additional weekly amounts:

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

	Amount Per Week $
For any amount handled up to $20	0.60
Over $20 but not exceeding $200	1.20
Over $200 but not exceeding $600	3.40
Over $600 but not exceeding $1000	4.60
Over $1000	6.20

2. APPRENTICES

(a) Junior Apprentices

The minimum weekly wage rate for apprentices shall be the undermentioned percentages of the weekly wage rate for a Furniture Tradesperson Level T1 prescribed in paragraph 1(a) of this division adjusted to the nearest 10 cents:

	%
1st year	42
2nd year	55
3rd year	75
4th year	88

(b) Adult Apprentices

The weekly wage rate for adult apprentices shall be the undermentioned percentages of the weekly wage rate for a Furniture Tradesperson Level T1 prescribed in paragraph 1(a) of this division adjusted to the nearest 10 cents:

	%
1st year	83.5
2nd year	88
3rd year	93
4th year	98

3. UNAPPRENTICED JUNIORS

The minimum weekly wage rate for an unapprenticed junior shall be the undermentioned percentage of the total weekly wage rate for a Production Employee Level P3, as prescribed in paragraph 1(a) of this division adjusted to the nearest 10 cents:

Age	%
Under 17	45
17 and under 18 years	55
18 and under 19 years	65
19 and under 20 years	78.5
20 and under 21 years	93

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

4. LEADING HANDS

In addition to the rates prescribed in paragraph 1(a) of this division leading hands shall be paid the following:

	Amount per Week $
In charge of not less than 3 and not more than 10 employees	15.80
In charge of more than 10 and not more than 20 employees	28.60
In charge of more than 20 employees	40.80

5. CLASSIFICATION STRUCTURE - TRANSLATION SCHEDULE

For the purposes of identifying an employee's new classification in accordance with the creation of the broadbanded classification structure, the schedule at Appendix A to this award shall apply.

PROVIDED that any employee covered by this award who, prior to this award coming into force was in receipt of total ordinary weekly wage rates in excess of those herein prescribed shall not have their weekly wage rate reduced as a result of the making of this award and/or the translation process.

DIVISION A2 - GLASS (OTHER THAN SAFETY GLASS)

1. WAGE RATES

(a) Weekly Wage Rate

An adult employee's ordinary weekly wage rate is inclusive of the award rate of pay and the arbitrated safety net adjustments detailed in paragraph (b) herein, together with the excess payments contained in subclause 2 - Excess Payments of this division.

(b) Adult Employees

Level	Base Rate Relativity %	Base Rate $	Safety Net Adjustment $	Weekly Wage Rate $
G6	110	458.90	181.00	639.90
G5	105	438.10	181.00	619.10
G4	100	417.20	181.00	598.20
G3	95	396.30	179.00	575.30
G2	90	375.50	179.00	554.50
G1	87	362.90	179.00	541.90

(c) **PROVIDED** that an employee handling money shall be paid the following additional weekly amounts:

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

		Amount Per Week $
For any amount handled up to	$20	0.60
Over $20 but not exceeding	$200	1.20
Over $200 but not exceeding	$600	3.40
Over $600 but not exceeding	$1000	4.60
Over $1000		6.20

2. EXCESS PAYMENTS

(a) Employees shall receive excess payments in accordance with the table set out in paragraph (c) herein. These excess payments shall be added to the weekly wage rate provided for in paragraph 1(b) to provide the total weekly wage rate for all purposes of the award.

(b) The excess payments in this subclause shall not be subject to adjustment.

(c) Table of Excess Payments

Classification	Excess Payment Per Week $
Level G4	11.70
Level G3	10.90
Level G2	9.80
Level G1	9.60

3. LEADING HANDS

In addition to the rates prescribed in subclauses 1 and 2 of this division, leading hands shall be paid per week extra the following:

	Amount per Week $
In charge of not less than two and not more than 10 employees	13.20
In charge of more than 10 employees and not more than 20 employees	24.00
In charge of more than 20 employees	34.20

4. APPRENTICES AND JUNIOR WORKERS

(a) The weekly wage rate for apprentices and junior workers shall be the undermentioned percentages of the appropriate ordinary weekly wage rates prescribed herein adjusted to the nearest 10 cents:

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(i) Apprentices

Year of Apprenticeship	Percentage of Ordinary Weekly Wage for Adults in Level G4 %
1st Year	40
2nd Year	50
3rd Year	71
4th Year	85.5

(ii) Junior Workers

Age	Percentage of Ordinary Weekly Wage for Adults in Level G1 %
Under 17	31
17 and under 18 years of age	43
18 and under 19 years of age	61
19 and under 20 years of age	83
20 and under 21 years of age	100

(iii) Adult Apprentices

Year of Apprenticeship	Percentage of Ordinary Weekly Wage for Adults in Level G4 %
1st Year	83.5
2nd Year	88
3rd Year	93
4th Year	98

An adult apprentice shall be entitled to a tradesman's rate of pay within six months of successfully completing the formal training modules.

5. CLASSIFICATION STRUCTURE - TRANSLATION SCHEDULE

For the purposes of identifying an employee's new classification in accordance with the creation of the broadbanded classification structure, the schedule at Appendix A to this award shall apply.

PROVIDED that any employee covered by this award who, prior to this award coming into force was in receipt of total ordinary weekly wage rates in excess of those herein prescribed shall not have their weekly wage rate reduced as a result of the making of this award and/or the translation process.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

DIVISION B - CLERICAL EMPLOYEES

1. WAGE RATES

The weekly wage rates set out hereunder shall be the rates payable to adult employees classified herein:

Classification	Base Rate Relativity %	Base Rate $	Safety Net Adjustment $	Weekly Wage Rate $
Clerk Adult				
Entry Level	78	325.40	179.00	504.40
Clerical Assistant				
Grade 1	90	375.50	179.00	554.50
Clerical Officer				
Grade 2	95	396.30	179.00	575.30
Grade 3	100	417.20	181.00	598.20
Grade 4	105	438.10	181.00	619.10
Administrative Officer				
Grade 5	110	458.90	181.00	639.90
Grade 6	115	479.80	179.00	658.80
Grade 7	120	500.60	179.00	679.60

2. JUNIOR EMPLOYEES

(a) Junior Employee Clerks

The minimum weekly wage rate that may be paid to juniors performing duties consistent with the definition of Clerical Assistant shall be the undermentioned percentages of the Grade 1 weekly wage rate, adjusted to the nearest 10 cents.

Age	Percentage of Grade 1 %
Under 16 years of age	40
16 to 17 years of age	45
17 to 18 years of age	55
18 to 19 years of age	70
19 to 20 years of age	80
20 to 21 years of age	90

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(b) Other Junior Clerical/Administrative Employees

The minimum weekly wages rates that shall be paid to all other juniors shall be the undermentioned percentages of the Clerical Officer Grade 2 weekly wage rate, adjusted to the nearest 10 cents.

Age	Percentage of Grade 2 %
Under 16 years of age	40
16 to 17 years of age	45
17 to 18 years of age	55
18 to 19 years of age	70
19 to 20 years of age	80
20 to 21 years of age	90

3. CLASSIFICATION STRUCTURE - TRANSLATION SCHEDULE

For the purposes of identifying an employee's new classification in accordance with the creation of the broadbanded classification structure, the schedule at Appendix A to this award shall apply.

PROVIDED that any employee covered by this award who, prior to this award coming into force was in receipt of total ordinary weekly wage rates in excess of those herein prescribed shall not have their weekly wage rate reduced as a result of the making of this award and/or the translation process.

DIVISION C - DRIVERS

1. WAGE RATES

(a) The weekly wage rates set out hereunder shall be the rates payable to adult employees classified herein:

Classification	Award Rate Relativity %	Base Rate $	Safety Net Adjustment $	Weekly Wage Rate $
Driver				
Driving motor vehicles up to but not exceeding 4.5 tonnes GVM	87.4	364.60	179.00	543.60
Driving motor vehicles exceeding 4.5 tonnes GVM but not exceeding 15 tonnes GVM	92.4	385.50	179.00	564.50

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(b) **PROVIDED** that an employee handling money shall be paid the following additional weekly amounts:

	Amount Per Week $
For any amount handled up to $20	0.60
Over $20 but not exceeding $200	1.20
Over $200 but not exceeding $600	3.40
Over $600 but not exceeding $1000	4.60
Over $1000	6.20

2. JUNIOR EMPLOYEES

Junior employees required to drive vehicles as provided for in this award shall be paid the following percentage of the appropriate adult weekly wage rate adjusted to the nearest 10 cents.

Age	%
Under 19 years of age	70
19 and under 20 years of age	80
20 years and over	Adult rate

3. CLASSIFICATION STRUCTURE - TRANSLATION SCHEDULE

For the purposes of identifying an employee's new classification in accordance with the creation of the broadbanded classification structure, the schedule at Appendix A to this award shall apply.

PROVIDED that any employee covered by this award who, prior to this award coming into force was in receipt of total ordinary weekly wage rates in excess of those herein prescribed shall not have their weekly wage rate reduced as a result of the making of this award and/or the translation process.

DIVISION D - SUPPORTED WAGE SYSTEM

(a) Eligibility Criteria

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

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

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

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

(b) For the purposes of this division:

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

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

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

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

(c) Supported Wage Rates

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

Assessed Capacity (subclause (d))	% of Prescribed Award Rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

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

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(d) Assessment of Capacity

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

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

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

(e) Lodgment of Assessment Instrument

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

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

(f) Review of Assessment

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

(g) Other Terms and Conditions of Employment

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

(h) Workplace Adjustment

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

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(i) Trial Period

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

(ii) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined in accordance with subclauses (d) and (e).

(iii) The minimum amount payable to the employee during the trial period shall be no less than $61 per week or such greater amount as is agreed from time to time between the parties.

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

Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (c) hereof.

DIVISION E – MINIMUM WAGE

(a) Minimum Wage

No employee shall be paid less than the minimum wage.

(b) Amount of Adult Minimum Wage

(i) The minimum wage for full-time adult employees not covered by Division D - Supported Wage System is $504.40 per week.

(ii) Adults employed under a supported wage system clause shall continue to be entitled to receive the wage rate determined under that clause. Provided that such employees shall not be paid less than the amount determined by applying the percentage in the supported wage system clause applicable to the employee concerned to the amount of the minimum wage specified in paragraph (b)(i).

(iii) Adults employed as part-time or casual employees shall continue to be entitled to receive the wage rate determined under the casual and part-time clauses of the award. Provided that such employees shall not be paid less than pro rata the minimum wage specified in paragraph (b)(i) according to the number of hours worked.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(c) How the Minimum Wage Applies to Juniors

(i) The wage rates provided for juniors by this award continue to apply unless the amount determined under paragraph (c)(ii) is greater.

(ii) The minimum wage for an employee to whom a junior rate of pay applies is determined by applying the percentage in the junior wage rates clause applicable to the employee concerned to the relevant amount in paragraph (b)(i).

(d) Application of Minimum Wage to Certain Employees

Due to existing applicable award wage rates being greater than the relevant proportionate minimum wage, this clause will not apply to employees falling within the scope of the National Training Wage (Tasmanian Private Sector) Award and Trainees undertaking an apprenticeship.

(e) Application of Minimum Wage to Award Rates Calculation

The minimum wage:

(i) applies to all work in ordinary hours;

(ii) applies to the calculation of overtime and all other penalty rates, superannuation, payments during sick leave, long service leave and annual leave, and for all other purposes of this award; and

(iii) is inclusive of the arbitrated safety net adjustment provided by the July 2006 State Wage Case Decision (T12395 of 2005) and all previous safety net and state wage case adjustments.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

9. ANNUAL LEAVE

(a) Period of Leave

A period of 28 days consecutive leave, including non working days, shall be allowed annually after 12 months continuous service (less the period of annual leave) to an employee on weekly hiring 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 19 - Holidays with Pay of this award, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

(c) Calculation of Continuous Service

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

(i) any interruption or termination of the employment by the employer if such interruption or termination 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 24 hours of the commencement of such absence of his/her inability to attend for duty and as far as practicable the nature of the illness, injury or cause and the estimated duration of his/her absence.

A notification given by the employee pursuant to Clause 29 - Personal Leave of this award shall be accepted as a notification under this subclause.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

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 of a notification in the plant in the manner in which general notifications to employees are usually made in that plant and by posting to each union whose members have participated in such concerted or collective absenteeism a copy of it not later than the day it is posted up in the plant.

A notice to an individual employee may be given by delivering it to him personally or by posting it to his/her 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 the following absences shall be taken into account and counted as time worked.

Up to 152 ordinary hours in a 12-monthly period in case of sickness or accident.

Long service leave taken by an employee in accordance with the appropriate legislation.

Other absences from work shall not be taken into account and shall not count as time worked in calculating the period of 12 months continuous service.

(d) Calculation of Service

Service before the date of this award shall be taken into consideration for the purpose of calculating annual leave but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed. The period of annual leave to be allowed under this subclause shall be calculated to the nearest day any broken part of a day in the result not exceeding half a day to be disregarded.

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

(e) Leave to be Taken

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

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(f) Annual Close Down

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

(i) He/she may by giving not less than one month's notice of his/her intention to do so, stand off for the duration of the close down all employees in the plant or section or sections concerned and to allow those who are not then qualified to four full weeks leave pursuant to subclause (a) hereof, paid leave on a proportionate basis at the appropriate rate of wage as prescribed in subclauses (k) and (l) hereof for 2.923 hours for each 38 ordinary hours worked. The hourly rate shall be calculated by dividing the appropriate weekly rate by 38.

(ii) An employee who has then qualified for four full week's leave pursuant to subclause (a) hereof and has also completed a further week or more of continuous service shall be allowed his/her leave, and shall subject to subclause (d) hereof also be paid at the appropriate rate of wage as prescribed by subclauses (k) and (l) hereof for 2.923 hours for each 38 ordinary hours worked since the close of his/her last 12-monthly qualifying period. The hourly rate shall be calculated by dividing the appropriate weekly rate by 38.

(iii) The next 12-monthly period for each employee affected by such close down shall commence from the day on which the plant, or section or sections concerned is reopened for work.

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

(iv) If in the first year of his/her service with an employer an employee is allowed proportionate annual leave under paragraph (i) hereof and subsequently within such year lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the employee, he/she shall be entitled to the benefit of subclause (m) of this clause subject to adjustment for any proportionate leave which he/she may have been allowed as aforesaid.

(v) An employer may close down his/her plant for one or two separate periods for the purpose of granting annual leave in accordance with this subclause. If the employer closes down his/her plant in two separate periods one of those periods shall be for a period of at least 21 consecutive days, including non-working days.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

PROVIDED that where the majority of employees concerned agree, an employer may close down the plant, work section or sections in one, two or three separate periods for the purpose of granting annual leave in accordance with this subclause.

PROVIDED FURTHER that if an employer closes down his/her plant on more than one occasion, one of those periods shall be for a period of at least 14 consecutive days including non-working days. In such cases, the employer shall advise the employees concerned of the proposed dates of each close down before asking them for their agreement.

(g) Part Close Down and Part Rostered Leave

An employer may close down his/her plant, or section thereof, for a period of less than 28 consecutive days and allow the balance of the annual leave due to an employee in one continuous period in accordance with a roster. The granting and taking of annual leave in accordance with this subclause shall be subject to the agreement of the employer and the majority of employees in the plant or a section or sections thereof respectively.

An employer who desires employees to take annual leave on a part close down and part rostered basis shall, before asking the employees concerned for their agreement advise them of the proposed date of the close down and details of annual leave roster.

(h) Broken Leave

The annual leave shall be given and taken in one or two continuous periods, one of those two periods must be of at least 21 consecutive days, including non-working days.

PROVIDED that, if the employer and an employee so agree the annual leave entitlement may be given and taken in two separate periods, neither of which is at least 21 consecutive days including non-working days, or in three separate periods.

PROVIDED FURTHER that an employee may, with the consent of his/her employer, take short-term annual leave, not exceeding four days in any calendar year at a time or times separate from any of the periods determined in accordance with this subclause.

(i) Time of Taking Leave

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 two months notice to the employee.

PROVIDED that by agreement between an employer and an employee, annual leave may be taken within a period of 12 months from the date at which it falls due and with less than four weeks notice to the employee.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(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 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 completed week of continuous service 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 fifty-second of the amount of wage paid on account of annual leave, which amounts shall not include any sums paid for any of the holidays prescribed by Clause 19 - Holidays with Pay of this award.

(k) Payment for Period of Annual Leave

Each employee before going on leave shall be paid the wages due by cash, cheque or by electronic transfer directly into a bank, building society, credit union, or other financial institution in the same manner as prescribed in Clause 28 - Payment of Wages of this award. Such wages he/she receives shall be in respect of ordinary time he/she would have received had he/she not been on leave during the relevant period.

Subject to subclause (1) hereof each employee shall, where applicable, have the amount of wages to be received for annual leave calculated by including the following where applicable:

(i) Time Workers (Other than Payment by Results Workers)

(1) The rate prescribed by Clause 8 - Wage Rates of this award for the occupation in which the employee is ordinarily employed.

(2) The extra payment provided in paragraph (d)(ii) of Clause 10 - Apprenticeships.

(3) The disability allowance prescribed in Clause 17 - Disability Allowance of this award, where applicable, in accordance with paragraph (d)(i) of that clause.

(4) The rate prescribed for work in ordinary time by subclause (e) of Clause 37 - Shift Work of this award according to the employees' roster or projected roster.

(5) The rate payable pursuant to Clause 23 - Mixed Functions of this award calculated on a daily basis which the employee would have received for ordinary time during the relevant period whether on shift roster or otherwise.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(6) Any other rate to which the employee is entitled in accordance with his/her contract of employment for ordinary hours of work.

PROVIDED that this provision shall not except for Clause 17 - Disability Allowance of this award operate so as to include any payment which is of a similar nature or is paid for the same reasons as or is paid in lieu of those payments prescribed in Clause 39 - Special Rates, Allowances and Conditions; Clause 22 - Meal Hours - Day Workers, subclause (d); Clause 25 - Overtime - Day Workers; Clause 37 - Shift Work, subclause (e) - Overtime for Shift Workers; Clause 44 - Travelling Time Allowance and Board or Clause 34 - Second-Hand Work, of this award nor any payment which might have income payable to the employee as reimbursement for expenses incurred.

(ii) Payment by Results Workers

In the case of an employee employed on piece or bonus work or any other system of payment by results, whether in accordance with Clause 29 - Piecework of this award or otherwise, the rate which is the weekly average of payments made to the employee under such scheme for the period actually worked by him during ordinary hours during the last 12 week period in respect of which such payments have been calculated prior to the time of going on leave or termination of employment as the case may be.

(l) Loading on Annual Leave

During a period of annual leave an employee shall receive a loading calculated on the rate of wage prescribed by subparagraphs (k)(i)(1) and (k)(i)(6) of this clause.

The loading shall be as follows:

(i) Day workers - an employee who would have worked on day work only had he/she not been on leave - a loading of 17½ per cent.

(ii) Shift workers - an employee who would have worked on shift work had he/she not been on leave - a loading of 17½ per cent.

PROVIDED that where the employee would have received shift loadings prescribed by Clause 36 - Shift Work had he/she not been on leave during the relevant period and such loadings should have entitled him to a greater amount than the loading of 17½ per cent, then the shift loadings shall be added to the rate of wage prescribed by subparagraphs (k)(i)(1) and (k)(i)(6) in lieu of the 17½ per cent loading.

PROVIDED FURTHER that if the shift loadings would have entitled him to a lesser amount than the loading of 17½ per cent then such loading of 17½ per cent shall be added to the rate of wage prescribed by subparagraphs (k)(i)(1) and (k)(i)(6) in lieu of the shift loadings.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(iii) The loading shall not apply in the case of an employee engaged under any system of payment by results, as prescribed by Clause 29 - Piecework of this award.

The loading prescribed by this subclause shall not apply to proportionate leave on termination.

(m) Proportionate Leave on Termination

An employee on weekly hiring who:

(i) After one month's continuous service in his/her first qualifying 12-monthly period with an employer, lawfully leaves the employment of the employer or his/her employment is terminated by the employer through no fault of the employee, or

(ii) After 12 months continuous service with an employer, leaves the employment of the employer or his/her employment is terminated by the employer for any reason, shall be paid for 2.923 hours for each 38 ordinary hours worked and in respect of which leave has not been granted under this clause at the appropriate rate of wage calculated in accordance with subclause (k) of this clause in accordance with Special Note 1 of Clause 28 - Payment of Wages of this award.

10. APPRENTICESHIPS

(a) Apprentices

(i) One apprentice shall be allowed to the first two adult workers or fraction thereof and thereafter one additional apprentice to every two such workers.

(ii) An employee who is under 21 years of age on the expiration of his/her apprenticeship and thereafter works as a minor in the occupation to which he/she has been apprenticed shall be paid at not less than the adult rate prescribed in this award for that classification.

(iii) Provided at least one apprentice is employed under the provisions of paragraph (a)(i) of this clause, one adult apprentice shall be allowed to the first five tradesmen and thereafter one additional adult apprentice to every additional five tradesmen and additional two apprentices employed under the provisions of paragraph (a)(i) of this clause.

(iv) Where a junior worker becomes indentured to a trade, the time spent in such trade as a junior worker shall count as part of the term of apprenticeship.

(v) A probationary period of three months shall be allowed before a person is indentured for the first time, but the period of probation shall be treated as part of the period of apprenticeship and apprentice's rates shall be paid during the probationary period.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(vi) The term **'adult workers'** shall mean adults whose wages are prescribed by this award and includes a proprietor working in his/her factory; provided that an apprentice shall not be an adult worker until he/she has completed his/her term of apprenticeship prescribed by this award.

(b) (i) For the purpose of indentures, the following shall be apprenticeship trades:

Furniture: Cabinet making; polishing; upholstering; machining - instruction and practice in four of the following machines: shaper, router, moulder, band saw, dovetailer, buzzer, planer, glue jointer, tenoner, copying lathe, automatic lathe.

Floor finishing and covering

Piano tuning and/or repairing

Glazing and flat glass processing:

All glazing procedures (timber, aluminium, shopfronts, etc.).

All cutting procedures.

All glass work procedures including bevelling, silvering, embossing, glazing, including lead and copper glazing, painting and designing, bending, blocking, scratch polishing and sandblasting.

Use of tools for the above procedures.

Cutting-assembling-fixing of shower-screens, showcases, shopfronts, aluminium doors, leadlights and all of its associated work.

(ii) In all types of machining, instruction and practice shall be given in one of the following machines, viz., shaper, moulder or router.

(c) Compulsory Apprenticeship Trades

Juniors employed as cabinet makers, polishers (furniture), upholsterers, wood machinists (furniture), glazing and flat glass processors, floor finishers and coverers, piano tuners and repairers shall only be employed as apprentices.

(d) Technical Training

(i) On an apprentice producing a certificate from an approved college or school providing technical training which certificate demonstrates satisfactory attendance and performance their employer shall refund to them their college or school class fees and levies.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

The reimbursement of the fees and levies by the employer shall occur on a pro-rata basis at the end of each block release period. Reimbursement shall, where practicable, occur on the first pay day after the apprentice completes each block release. Failure to pay the reimbursement to the apprentice may invoke the penalty clause contained in the payment of wages clause in the award.

PROVIDED that where an apprentice who is not eligible for an exemption can demonstrate to the employer genuine financial hardship the employer shall pay the fees and levies on behalf of the apprentice to the relevant cashiers. The employer shall not unreasonably refuse a request made in accordance with this provision. In the event of a dispute over the genuineness of a claim the matter shall be determined by the Tasmanian Industrial Commission.

(ii) An apprentice who obtains and produces to his/her employer a certificate or statement of competency or proficiency issued for any year of his/her technical education by an approved college or school providing technical training shall be entitled, for the ensuing 12 months, to the following extra payment:

If in his/her first year	$1.70 per week
If in his/her second year	$2.20 per week
If in his/her third or fourth year	$2.60 per week

Such additional payments shall not be cumulative.

(iii) Where an employer has allowed an apprentice time for the purpose of attending any class and the apprentice, through his/her own fault, has not attended the class his/her employer shall be entitled to deduct from the wages of the apprentice, an amount proportionate to the time allowed to the apprentice.

(iv) An employer shall grant an apprentice leave of absence with pay for the purpose of undertaking apprenticeship training provided by a State apprenticeship authority.

(e) Terms of Apprenticeship

(i) The term of apprenticeship for persons entering apprenticeship trades shall comply with the Industrial and *Commercial Training Act 1985*.

(ii) Nothing in this award shall be deemed to amend (except as herein provided) or in any way render inoperative the terms contained in an indenture of apprenticeship which at the time of the coming into force of this award has been in existence for a period of not less than three and a half years.

(iii) The provisions of this award governing holidays and sick pay shall apply to all apprentices whether the apprenticeship was commenced before or after the date of the coming into force of this award.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(iv) In the event that a statutory body issues regulations relating to apprentices in this industry, such regulations shall apply notwithstanding any provision contained in this award.

(v) Where under any law or regulation apprentices exceeding the number herein prescribed are at the date of the making of this award employed by any employer, such apprentices shall continue to be employed until such time as their indentures are completed or cancelled.

(f) Calculation of Proportions

The proportion of apprentices shall be based on the average number of adult workers employed for the preceding six months in each workshop or factory.

11. BEREAVEMENT LEAVE

(a) Paid Leave Entitlement

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 three 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 FURTHER 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.

(b) Unpaid Bereavement Leave

An employee may take unpaid bereavement leave by agreement with the employer.

(c) Casual Employees

(i) Subject to the evidentiary requirements in subclause (a), casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of an immediate family or household member.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Casual employees are not entitled to any payment for the period of non-attendance.

(iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

12. BREAKAGE OF DENTURES AND SPECTACLES ETC.

(a) Subject to proof that breakage or damage occurred at work, compensation to the extent of the damage sustained shall be made where clothing, spectacles, dentures, contact lenses, hearing aids or artificial eyes are damaged or destroyed by fire or through the use of corrosive substances or by impact damage caused by equipment or material normally used in the course of the employees duties.

(b) Provided further that this clause shall not apply when the employee is entitled to workers' compensation in respect to the damage, or such damage is caused through wilful misconduct.

(c) Where an employee is entitled to recover the replacement cost in part or whole of any such article as is above specified by virtue of Commonwealth Medicare legislation and/or private health insurance, the employer shall only be responsible for any balance of cost, if any, not met from such other source.

13. CLOTHING, EQUIPMENT AND TOOLS

(a) Materials to be Provided

An employee engaged at spraying, polishing or finishing shall be supplied by his/her employer with all materials including suitable clean rags, brushes and kit box.

(b) Rubber Shoes for Layers of Floor Coverings

An employee engaged in laying carpets, linoleums or similar types of floor coverings shall be supplied by his/her employer free of charge with rubber soled shoes as required, but such supply shall not exceed two pairs per year.

(c) Protective Clothing - Glass Section

An employee working in the glass section shall be supplied by his/her employer with the following protective clothing:

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(i) If engaged in cleaning mirrors with acid - rubber or leather gloves;

(ii) If employed bevelling or silvering - rubber or leather aprons and rubber boots;

(iii) If employed on any other work - canvas or leather gloves when necessary;

(iv) In addition all employees shall be initially provided with one pair of safety boots or shoes and two pairs of overalls with the employer bearing the full cost of the standard issue. If, during the first year of issue the footwear wear out, a second pair may be issued. In subsequent years there shall be an annual issue of one pair of footwear and one pair of overalls to be made at the employer's expense provided that an additional issue of footwear and/or overalls shall be made in any given year where such footwear or overalls wear out before the expiry of such year provided that worn out items are returned by the employee as evidence that replacement issue is warranted.

Footwear or overalls required in excess of the above quantities shall be at the employee's expense.

Laundering and upkeep of protective clothing shall be the responsibility of employees who shall be expected to maintain them in good condition and take reasonable care of such clothing.

Before any clothing is provided by an employer free of cost to an employee, the employee may be required to sign a document in which he/she gives an undertaking that on termination of employment he/she shall return the clothing, or reimburse the employer with the value of the clothing, as at the time of the termination of employment.

The employer shall observe a probationary period of three months employment before the issue of protective clothing, unless payment is made by the employee for standard issue of clothing issued prior to the completion of the first three months employment, such payment to be refunded to the employee upon the satisfactory completion of three months service. Such issue shall be considered to be the initial issue as from the time of issue.

The wearing of protective clothing provided by the employer shall be a condition of employment except in special cases where individual physical disabilities preclude wearing a standard issue.

(d) Masks and Goggles

(i) A suitable mask and goggles or other approved appliance shall be provided by an employer for an employee on spray painting or sand blasting.

(ii) Goggles shall be provided by an employer for an employee grinding tools.

(iii) Masks or goggles containing celluloid shall not be considered suitable for the purpose of this subclause.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(iv) An employee when performing work referred to in this subclause, shall wear the equipment provided for his/her protection.

(e) Rubber Boots and Aprons

Suitable protective clothing shall be supplied to employees engaged in glue spreading, tile laying, polishing and bedding spring making.

Such protective clothing shall be deemed to include suitable footwear. In the case of tile laying, footwear shall be provided in accordance with subclause (b) hereof.

A polisher engaged on wet rubbing shall be provided by his/her employer with rubber boots and a rubber apron. In other cases, an apron shall be considered as adequate suitable protective clothing for polishers, but shoes shall be provided as hereunder prescribed in this subclause. Where overalls or shoes are otherwise provided by the employer to employees engaged in glue spreading, tile laying, polishing and bedding spring making, an employee who has been employed for a period of not less than three months continuously shall suitably be supplied by that employer with one pair of shoes and two pairs of overalls. Thereafter a maximum issue of one pair of each shall be made annually at the employer's expense provided that the worn out items are returned by the employee as evidence that a replacement issue is warranted.

Laundering and upkeep of protective clothing shall be the responsibility of the employee, who shall be expected to maintain them in good condition and take reasonable care of such protective clothing, which shall remain the property of the employer.

On termination the employer may require the employee to return such protective clothing or to recover from the employee concerned the value of such protective clothing, proportionate to the length of service since issue, from any monies payable to the employee.

(f) A furnace operator shall, when necessary, be provided by his/her employer with canvas or leather gloves.

14. CONTRACT OF EMPLOYMENT

(a) Except as hereinafter provided, employment shall be by the week.

(b) (i) An employee to become entitled to payment of the wages prescribed by this award shall be available and ready and willing to perform such work as his/her employer shall from time to time require on the days and during the hours usually worked by the class of employee affected.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(ii) Notwithstanding the provisions contained in paragraph (b)(i) of this clause an employee shall be properly attired in work clothes, including safety equipment, and be located at the designated work station immediately prior to both commencement and finishing times of work. This condition applies to all rest periods, meal breaks and crib time breaks. Provided that lunch rooms or areas designated for rest period or crib time are to be within reasonable distance from the work station.

(c) (i) Where the majority of the employees in any establishment or of any department of such establishment agree to work part time for any period or to close down for any period on days other than prescribed holidays, the provisions of this award as to the weekly wage shall not apply to an employee in such establishment or department during such period.

(ii) Any such period of part time working or close-down shall not exceed four weeks and such be subject to review before the end of such period.

(iii) An employee affected by this subclause shall retain the weekly credits prescribed by Clause 8 - Wage Rates, Division A, subclause 1, Adult Employees, as though he/she were working.

(iv) The union shall be advised by the employer of any agreement entered into pursuant to this subclause.

(d) Employment for the first week of service at any time shall be from hour to hour at the weekly rate prescribed by this award.

(e) (i) Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages, as the case may be. This shall not affect the right of an employer to dismiss an employee without notice for neglect of duty or misconduct and in such cases the wages shall be paid up to the time of dismissal only, or to deduct payment for any time an employee cannot be usefully employed because of any strike by the union or through any breakdown of machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

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

(f) (i) An employer shall not terminate the employment of a weekly employee for the purposes of evading payment for the holidays prescribed by this award.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(ii) Where an employee is dismissed within seven days prior to a holiday prescribed by this award re-engagement of such employee within seven days after such holiday shall be prima facie evidence that the employment was terminated for the purpose of evading payment for such holiday.

(g) Where an employee terminates the employment of an employee who had been employed by that employer for a period of at least one week prior to the termination of the employment and the termination is made within one week of a day on which a holiday prescribed by this award occurs, the employee shall be paid for such holiday.

(h) Casual Employment

(i) A casual employee is one engaged and paid as such. A casual employee may be engaged for a period up to 12 weeks at any one time or for such longer period as may be agreed between the employer and the union provided that such agreement shall not be unreasonably withheld.

(ii) A casual employee for working ordinary time shall be paid per hour one thirty-eighth of the weekly rate prescribed by this award for the work performed plus a loading of 20 per cent in lieu of annual leave, sick leave and public holidays.

(i) Part-time Employees

(i) A part-time employee shall be an employee regularly engaged to work no less than 7.6 hours per week.

PROVIDED that where the operating requirements of the employer necessitate the engagement of a part-time employee for a shorter period per week, the employer may, with the prior agreement of the union, engage such an employee.

PROVIDED FURTHER that such agreement shall not be unreasonably withheld.

(ii) A part-time employee as defined in paragraph (i)(i) hereof shall be paid for each hour worked during ordinary working hours one thirty-eighth of the minimum weekly rate prescribed by this award for the class of work performed.

(iii) An employer shall not engage part-time employees at a ratio greater than one part-time employee for each four full-time employees or part thereof.

(iv) A part-time employee shall be entitled to annual leave, sick leave and holidays which shall be paid pro rata to hours worked.

In respect to holidays and sick leave a part-time employee shall not be paid more than the number of hours they would otherwise have worked on that day.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(v) Such part-time employees shall not be compelled by the employer to work overtime.

(vi) All other provisions of this award shall apply to part-time employees.

(j) (i) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award provided that such duties are not designed to prompt de-skilling.

(ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of tools and equipment.

(iii) This provision does not deny such employees any award entitlement which might be applicable for performing work of a higher classification; nor should the provision enable the employer to pay an employee at a lower rate than the employee's substantive classification for the performing of work of a lower classification.

(iv) Any direction issued by the employer pursuant to the above shall be consistent with the employers responsibility to provide a safe and healthy working environment.

15. CONTRACT WORK - EMPLOYEES NOT TO PERFORM OTHER WORK

An employee working on weekly engagement for an employer bound by this award shall not perform work (except under the prescribed conditions for piece work in Clause 29 - Piecework), by contracting, subletting, or other similar systems.

16. DAMAGE TO CLOTHING AND TOOLS

The employer shall provide his/her employees with all tools of trade necessary for his/her type of operations, and such tools remain the property of the employer. An employee who has been provided by the employer with facilities to lock up such tools shall be held responsible for the safe custody of tools issued to him, and shall replace or pay for any tools so provided if lost or wilfully or negligently damaged.

PROVIDED that where, by mutual agreement, the employee provides tools of trade necessary for the performance of his/her duties as required by the employer, such tools shall be insured by the employer against loss by theft or by fire up to a maximum of $328 and the employer shall also be required to replace those tools worn out by fair wear and tear.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

17. DISABILITY ALLOWANCE

(a) An employee, apprentice or a junior engaged on work on a construction site or a glazier, including an apprentice, other than on a factory glazing, that is:

(i) glazing in the employer's factory, or

(ii) while on temporary transfer to perform stock glazing in a factory fabricating or manufacturing window frames, partitions or doors,

shall be paid a disability allowance for all work performed on site at the rate of $19.90 per week (or $0.50 per hour) to compensate for the following disabilities of the industry, namely:

(1) Climatic conditions when working in the open on all types of work.

(2) The physical disadvantage of having to climb stairs or ladders.

(3) The disability of dust blowing in the wind, brick dust, and drippings from newly poured concrete.

(4) Sloppy and muddy conditions associated with the initial stages of the erection of a building.

(5) The disability of working on all types of scaffolding, or ladders other than a swing scaffold, suspended scaffold, or a bosun's chair.

(6) The lack of the usual amenities associated with factory work e.g. meal rooms, change rooms, lockers.

(7) Dirty conditions caused by sanding machines or other unpleasant materials.

This allowance shall be paid for the time such employees are travelling between the workshop and job or between jobs and then loading at the workshop preparatory to proceeding to a job, but such employees are not entitled to this allowance when brought back to or retained at the workshop for any reason other than loading as above stated.

(b) Such allowance shall be in lieu of any special rates or allowances prescribed by paragraphs (ii) or (v) of subclause (a) of Clause 39 - Special Rates, Allowances and Conditions.

(c) Other Glaziers

A glazier normally employed in a factory who is required to perform other glazing work covered by Clause 8 - Wage Rates, Division A, subclause 1, Adult Employees, subdivision II, Glass, shall be paid the disability allowance of 45 cents per hour whilst so employed.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(d) The foregoing disability allowance where applicable shall be paid for all purposes of the award, subject to the following conditions:

Payment of wages in respect of public holidays not worked (where payment is otherwise due), sick leave, annual leave and attendance by apprentices at prescribed technical training shall include payment of the foregoing disability allowance, provided that the employee during such relevant period would have been engaged 'on-site'. In the case of an employee proceeding on annual leave or receiving payment in lieu of annual leave on termination and where it cannot be established to what extent he/she would have worked 'on-site' during the relevant period had he/she not been on leave or been terminated the payment of the disability allowance shall be calculated pro rata for the period of his/her continuous service during ordinary hours during the last 12 weeks period, in respect of which such payments have been made immediately prior to the time of going on leave or termination of employment as the case may be.

(e) Work on a construction site for the purpose of this clause means work performed on a building construction site during the course of the erection of a building or during major building renovations involving new construction.

However, such work shall not include work associated with the installation of internal blinds, curtains and the like, when the walls are completed and the employees are working under cover and the lifts or passenger/material hoists are available to employees. Provided that the exclusion of odd wall panels, sections or windows for the purpose of entrance or exit of materials or the anchoring of cranes, external lifting devices or scaffolding shall not prevent the walls of a building being defined as completed.

18. FIRST AID CERTIFICATE

An employee who is the holder of a current St. John Ambulance or Red Cross First Aid Certificate, shall if required to act as a First Aid Attendant be paid $8.00 per week extra.

19. HOLIDAYS WITH PAY

(a) All weekly employees shall be allowed the following days as paid holidays:

New Year's Day, Australia Day, Hobart Regatta Day (south of Oatlands), Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day, Recreation Day (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day.

(b) Payment for the holidays mentioned in subclause (a) which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when, if it were not for such holiday, he/she had been at work.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

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

(d) **'Show Day'** means not more than one local Show Day observed on an employee's ordinary working day, other than a Saturday or a Sunday, in the city, town or district in which the employee is employed; or such other day which, in the absence of such a local show day, is agreed on by the employee and the employer, therefore making a total of 11 paid public holidays per year.

(e) Rostered Day Off Falling On Public Holiday

From 1 April 1984, in the case of an employee whose ordinary hours of work are arranged in accordance with subparagraphs (b)(iii) or (b)(iv) or paragraph (e), subclause 2 - Implementation of 38 Hour Week of Clause 20 - Hours of Work - Day Workers, the weekday to be taken off shall not coincide with a public holiday fixed in accordance with subclause (a) or (b) hereof. Provided that in the event that a public holiday is prescribed after an employee has been given notice of his/her weekday off in accordance with paragraph (g) of subclause 2 of Clause 20 - Hours of Work - Day Workers, and the public holiday falls on the weekday the employee is to take off, the employer shall allow the employee to take the day off on an alternative weekday.

20. HOURS OF WORK - DAY WORKERS

1. HOURS

(a) Hours and Spread of Hours

The ordinary hours of work of day workers shall be an average of 38 per week to be worked between the hours of 6.00am and 6.00pm on any or all of the days Monday to Friday inclusive. Such average 38 hours per week shall be worked on one of the following bases:

(i) 38 hours within a regular work cycle not exceeding seven consecutive days; or

(ii) 76 hours within a regular work cycle not exceeding 14 consecutive days; or

(iii) 114 hours within a regular work cycle not exceeding 21 consecutive days; or

(iv) 152 hours within a regular work cycle not exceeding 28 consecutive days; or

(v) such other regular work cycle as may be agreed between the employer and the majority of employees in the plant or work section or sections concerned.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(b) Arrangement of Hours

(i) In any arrangement of ordinary regular hours where the ordinary working hours are to exceed eight but not to exceed 10 on any day, the arrangement of hours shall be subject to agreement between an employer and the majority of employees in the plant or work section or sections concerned; and

(ii) by arrangement between an employer, the union or unions concerned and the majority of employees in the plant or work section or sections concerned, ordinary regular hours not exceeding 12 on any day may be worked subject to:

(1) the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12-hour shifts;

(2) proper health monitoring procedures being introduced;

(3) suitable roster arrangements being made; and

(4) proper supervision being provided.

(c) Rest Periods

(i) When any spell of duty in ordinary hours is for five hours or more, an interval of 10 minutes shall be allowed for employees at a time to be agreed between the employer and the majority of employees in the plant or work section or sections concerned.

PROVIDED that rest periods may be staggered to meet operational requirements.

PROVIDED FURTHER that no employee shall work for a longer period than four hours without being allowed such rest period.

(ii) The interval referred to in paragraph (i) hereof shall be regarded as time on duty and during such interval an employee may leave his or her work

(d) Washing Time for Polishers etc.

An employee engaged in the polishing shop or as a spray paint operator or stripper of mirrors or an employee using rouge or glacite or an employee engaged in the spring making section of bedding making or in glue spreading shall be allowed five minutes before the midday meal break and five minutes before knocking off time for washing purposes.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

2. IMPLEMENTATION OF 38 HOUR WEEK

(a) From 1 April 1984 ordinary hours of work shall be an average of 38 per week as provided in subclause 1 hereof and Clause 36 - Shift Work.

(b) Except as provided in paragraphs (e) and (f) hereof, the method of implementation of the 38-hour week may be any one of the following:

(i) by employees working less than eight ordinary hours each day;

(ii) by employees working less than eight ordinary hours on one or more days each week; or

(iii) by fixing one weekday on which all employees will be off during a particular work cycle; or

(iv) by rostering employees off on various days of the week during a particular work cycle so that each employee has one weekday off during that cycle.

(c) In each plant, an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned, the objective being to reach agreement on the method of implementation prior to 1 April 1984.

(d) In the absence of agreement at plant level, the procedure for resolving special, anomalous or extraordinary problems shall be applied in accordance with subclause 4 hereof. The procedure shall be applied without delay.

(e) Notwithstanding paragraph (a) hereof, the employer and the majority of employees in the plant or section or sections concerned may agree that the ordinary working hours are to exceed eight on any day, thus enabling a weekday off to be taken more frequently than would otherwise apply.

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

(g) Notice of Days Off

Except as provided in paragraph (h) hereof, in cases where, by virtue of the arrangement of his/her ordinary working hours an employee, in accordance with subparagraphs (b)(iii) and (b)(iv) hereof, is entitled to a day off during his/her work cycle, such employee shall be advised by the employer at least four weeks in advance of the weekday he/she is to take off.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(h) Substitute Days

(i) An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with subparagraphs (b)(iii) and (b)(iv) hereof, for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.

(ii) An individual employee, with the agreement of his/her employer, may substitute the day he/she is to take off for another day.

(iii) Where implementation of the 38-hour week is agreed to in accordance with subparagraphs (b)(iii) or (b)(iv) or paragraph (e) hereof, or where a rostered day off is taken under paragraph (f) hereof, an employee and his/her employer may agree to a banking system of rostered days off provided that not more than five days can be banked for any employee in any 12 month period.

An employee would therefore work on what would normally have been his or her rostered day off and accrue an entitlement to bank a rostered day off to be taken at a mutually convenient time for both the employee and the employer, provided that not less than seven days' notice is given before taking the banked rostered day(s) off.

No payments or penalty payment shall be made to employees working under this substitute banked rostered day off. However the employer will maintain a record of the number of rostered days banked and will apply the Average Pay System during the weeks when an employee elects to take a banked rostered day off.

Employees terminating prior to taking any banked rostered day(s) off shall receive the following:

$$\frac{\text{Average Week Pay}}{5} \times \text{Number of Banked Substitute Days}$$

The union shall be notified in writing by the employer of agreements made pursuant to this paragraph by no later than the end of the fifth working day subsequent to the day upon which such agreement is made.

3. PROCEDURES FOR IN-PLANT DISCUSSIONS

(a) Procedures shall be established for in-plant discussions, the objective being to agree on the method of implementing a 38-hour week in accordance with subclauses 1 and 2 hereof and Clause 36 - Shift Work, and entailing an objective review of current practices to establish where improvements can be made and implemented.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(b) The procedures should allow for in-plant discussions to continue even though all matters may not be resolved by 1 April 1984.

(c) 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.

(d) The procedures should allow for the monitoring of agreements and understandings reached in-plant.

(e) 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 applies with respect to special, anomalous or extraordinary problems as prescribed in subclause 4 hereof.

(f) Separate to these procedures the employer organisations or the union may provide assistance and guidance to their members on the subject matters to be dealt with in in-plant discussions and on other relevant matters.

4. PROCEDURES FOR SETTLING PROBLEMS
RELATED TO THE IMPLEMENTATION OF 38-HOUR WEEK

The procedure for settling any problems which may arise in the implementation of the 38-hour week shall be as follows:

(a) Consultation shall take place within the particular establishment concerned.

(b) If it is unable to be resolved at establishment level, the matter shall be referred to the State Secretary of the union concerned or his/her deputy, at which level a conference of the parties shall be convened without delay.

(c) In absence of agreement either party may refer the matter to the Tasmanian Industrial Commission for resolution.

21. LIMITATION OF EMPLOYMENT

(a) Except as hereinafter provided, no weekly employee shall work for more than one employer during any week nor shall an employee make or assist in the production of goods for sale on his/her own account.

(b) An employer may, by mutual arrangement between himself/herself, his/her employee concerned, the union and another employer, provide for temporary transfer of that employee during the ordinary working hours of the week; but, except for this provision, no employer shall employ any person at any time who is already employed by another employer.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(c) The provisions of this clause shall not affect the right of an employee to transfer from one employer to another after properly terminating his/her engagement in accordance with the provisions of Clause 14 - Contract of Employment.

22. MEAL HOURS - DAY WORKERS

(a) An interval of 45 minutes shall be allowed to an employee other than a shift worker, for the midday meal between the hours of 12noon and 2.00pm but such interval may be reduced to 30 minutes if the employer and the majority of employees in the plant or section or sections concerned mutually agree.

(b) Except as provided in subclause (c) of this clause, time and a half rates shall be paid for all work done during meal hours and thereafter until a meal break is allowed.

(c) An employee shall not be required to work for more than five hours without a break for a meal.

PROVIDED that:

(i) In cases where canteen or other facilities are limited to the extent that meal breaks must be staggered and as a result it is not practicable for all employees to take a meal break within five hours an employee shall not be required to work for more than six hours without a break for a meal; and

(ii) by agreement between an employer and the majority of employees in the plant, work section or sections concerned, an employee or employees may be required to work in excess of five hours but not more than six hours at ordinary rates of pay without a meal break.

(d) The time of taking a scheduled meal break or rest break by one or more employees may be altered by an employer if it is necessary to do so in order to meet a requirement for continuity of operations.

(e) An employer may stagger the time of taking a meal and rest break to meet operations requirements.

(f) An employee who is employed for the greater portion of a day away from his/her workshop and does not return to this workshop for the mid-day meal break, shall be paid an allowance of 66 cents for that day.

23. MIXED FUNCTIONS

An employee engaged for more than two hours during one day or shift on duties carrying a higher rate than his/her ordinary classification shall be paid the higher rate for such day or shift. If for two hours or less during one day or shift he/she shall be paid the higher rate for the time so worked.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

24. NOTICE BOARDS

An employer shall provide a notice board to be erected in a prominent position in his/her establishment upon which the union shall be permitted to post notices in connection with meetings of the union.

25. OVERTIME - DAY WORKERS

(a) (i) Except as provided in subclauses (b) and (c) hereof all work done by day workers before or after the usual time of beginning or ending work or outside the ordinary hours of work shall be paid for at the rate of time and one half for the first two hours on any one day and at the rate of double time thereafter, such double time to continue until the completion of the overtime work. For the purposes of this clause ordinary hours shall mean the hours of work fixed in an establishment in accordance with subclauses 1, 2 and 3 of Clause 20 - Hours of Work - Day Workers or Clause 36 - Shift Work.

(ii) The hourly rate when computing overtime shall be determined by dividing the appropriate weekly rate by 38, even in cases when an employee works more than 38 ordinary hours in a week.

(b) Notwithstanding anything contained in subclauses (a) and (c) hereof, all time worked between 9.00pm and 6.00am shall be paid for at the rate of double time.

(c) (i) Notwithstanding anything contained in subclause (a) hereof work performed on a Saturday shall be paid for at the rate of time and one half for the first two hours and double time thereafter. Provided that any work performed after 12noon on a Saturday shall be paid for at the rate of double time.

(ii) An employee required to work on the day following Good Friday shall be afforded at least four hours work or paid for four hours at the appropriate rate.

(d) Rest Period before Recommencing Work

(i) When overtime work including work on a Sunday or holiday, is necessary, it shall, wherever reasonably practicable, be so arranged that an employee works not more than 14 hours in any period of 24 consecutive hours and so that each employee may have at least 10 consecutive hours off duty in each such 24 consecutive hours.

(ii) Subject to the exceptions referred to in subclause (e) hereof as to call backs of less than three hours when an employee (other than a casual employee) finishes a period of work he/she shall, subject to this subclause, be released until he/she has had 10 consecutive hours off duty without loss of pay for his/her ordinary working time occurring during such absence.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

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

(e) Call Back

(i) An employee recalled to work overtime after leaving his/her employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours work at the appropriate rate for each time he/she is so recalled. Provided that except in the case of unforeseen circumstances arising an employee shall not be required to work the full three hours if the job he/she was recalled to perform is completed within a shorter period.

(ii) The provisions of paragraph (i) hereof shall not apply:

(1) in cases where it is customary for an employee to return to his/her employer's premises to perform a specific job outside his/her ordinary working hours; or

(2) where the overtime is continuous (subject to a reasonable meal break) with the commencement of ordinary working time; or

(3) where, from Monday to Friday inclusive, an employee is recalled to work two hours or less, in which case he/she shall be paid for three hours at the appropriate rate.

(iii) Where the actual time worked is less than three hours on such recall or on each of such recalls, overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause (d) hereof.

(iv) When an employee, after having worked overtime other than regular overtime and/or a shift for which he/she has not been regularly rostered, finishes work at a time when reasonable means of transport are not available the employer shall provide him with conveyance to his/her home or to the nearest public transport.

(f) Crib Time

(i) An employee working overtime for one and one half hours or more after working ordinary hours shall, before starting such overtime, be allowed a crib break of 20 minutes which shall be paid for at ordinary rate.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(ii) An employee working overtime shall be allowed a crib break of 20 minutes without deduction of pay after each four hours of overtime worked provided he/she continues work after such crib break. Provided that where a day worker is required to work overtime on a Saturday, the first prescribed crib break shall, if occurring between 10.00am and 1.00pm be paid for at ordinary rate.

(iii) An employer and an employee may agree to any variation of this subclause to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of time allowed in excess of 20 minutes.

(g) Meal Money

(i) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that he/she will be so required to work shall either be supplied with a meal by the employer or paid $13.60 for the first meal, $13.60 for the second meal and $13.60 for each subsequent meal, but such payment need not be made to an employee living in the same locality as his/her workshop who can reasonably return home for meals.

(ii) Unless an employer advised an employee on the previous day or earlier 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 prescribed in paragraph (i) hereof.

(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/she shall be paid as prescribed in paragraph (i) hereof for meals which he/she has provided but which are surplus.

(h) Compulsory Overtime

An employer may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

(i) An employee under the age of 17 years shall not be permitted to work more than four hours overtime in any one week.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

26. 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.

(a) Definitions

For the purposes of this clause:

(i) **'Child'** means a child of the employee under the age of one year except for adoption of a child where '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 step-child of the employee or of the parent of the employee or a child who has previously lived continuously with the employee for a period of six month or more.

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

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

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

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

(iii) **'Employee'** includes a part-time employee but does not include an employee engaged upon casual work, unless that work has been under a continuous contract of employment of at least 12 months.

(iv) **'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.

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

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

(vii) '**Spouse'** includes a de facto or a former spouse.

(b) Entitlement

(i) After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For mothers, maternity leave provisions apply and for male employees, paternity leave provisions apply. Adoption leave provisions apply in the case of adoption.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(ii) Subject to subclause (c) (vi), parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

(1) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

(2) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

(iii) Unless otherwise agreed between the employee and the employer, parental leave shall be granted and taken in accordance with the notice given by the employee as specified below.

(c) Maternity Leave

(i) An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

(1) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least 10 weeks;

(2) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least 4 weeks.

(ii) Where the employee gives notice under (d) (i) the employee must also provide 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.

(iii) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or other compelling circumstances.

(iv) An employee may commence maternity leave at any time within six weeks immediately prior to the expected date of birth.

(v) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(vi) Special Maternity Leave

(1) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

(2) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, special maternity leave.

(3) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid personal leave to which she is then entitled and such further unpaid special maternity leave as a registered medical, practitioner certifies as necessary before her return to work. The aggregate of paid personal leave, special maternity leave and parental leave, including paternity leave taken by her spouse, may not exceed 52 weeks.

(vii) Transfer to a safe job

(1) Where an employee is pregnant and, 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 will, 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.

(2) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

(d) Paternity Leave

(i) A male employee will provide to the employer at least 10 weeks prior to each proposed period of paternity leave:

(1) that 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 on which the birth took place, and

(2) written notification of the proposed dates on which the period of paternity leave will start and finish and

(3) a statutory declaration stating:

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(A) that period of paternity leave will be taken to become the primary care-giver of a child;

(B) particulars of any period of maternity leave sought or taken by the mother, and

(C) that for the period of paternity leave, the employee will not engage in any conduct inconsistent with their contract of employment.

(4) The employee will not be in breach of this subclause if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

(e) Adoption leave

(i) The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

(ii) Before commencing adoption leave, an employee will provide the employer with 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 any other person in respect of that child, and

(3) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

(iii) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

(iv) Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

(v) An employee will not be in breach of this subclause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of an adoptive parent or other compelling circumstances.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(vi) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

(f) Parental Leave and Other Entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

(g) Part time Work

(i) Entitlement

With the agreement of the employer:

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

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

(ii) 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.

(iii) Pro Rata Entitlements

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

(iv) Transitional Arrangements - Annual Leave

(1) An employee working part-time under this subclause shall be entitled to any leave accrued in respect of a period of full-time employment, as if the employee was still working full-time, in the position held prior to taking leave.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(2) (A) A full-time employee shall be entitled to annual leave accrued in respect of a period of part-time employment under this subclause, as if the employee was working part-time in the position held, immediately before resuming full-time work.

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

(v) Transitional Arrangements - Personal Leave

An employee working part-time under this subclause shall have personal 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.

(vi) Part-time Work Agreement

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

(A) that the employee may work part-time;

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

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

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

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

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

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

(vii) Termination of Employment

(1) 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.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(2) 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.

(viii) 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 paragraph (vi).

(ix) 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.

(x) 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:

(1) limiting the number of employees who may work part-time;

(2) establishing quotas as to the ratio of part-time to full-time employees;

(3) prescribing a minimum or maximum number of hours a part-time employee may work; or

(4) requiring consultation with, consent of or monitoring by a union;

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

(h) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on parental leave or working part time in accordance with this clause.

(ii) A replacement employee may be employed part-time. The provisions of this subclause in relation to annual leave and personal leave apply to the part-time employment of replacement employees.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(iii) Before an employer engages a replacement employee under this paragraph, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced. Specifically, the employer must advise that the period of engagement is subject to variation or change in the event that the employee on leave exercises the right to vary the period of leave.

(iv) Unbroken service as a replacement employee shall be treated as continuous service.

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

(i) Return to Former Position after a Period of Parental Leave or Part Time Work

Unless other wise agreed between employee and employer, and consistent with the provisions of this clause

(i) An employee will give at least four weeks' notice prior of their intention to return to work after a period of parental leave or part time work in accordance with this clause.

(ii) An employee will be entitled to the position which they held immediately before proceeding on parental leave or part time work. In the case of an employee transferred to a safe job pursuant to subclause (c)(vii) of this clause, the employee will be entitled to return to the position they held immediately before such transfer.

(iii) During the period of parental leave an employee shall be entitled to return to work at any time, as agreed between the employer and the employee, provided that the employer may require notice of not more than four weeks.

(iv) An employee shall be entitled to extend the period of parental leave on one occasion, provided that the employer may require notice of not more than four weeks.

By mutual agreement between the employee and the employer, the period of leave may be further extended.

(j) Redundancy

(i) If a position held by an employee prior to taking parental leave is likely to be made redundant before the employee returns to work, the employer must advise the employee of the impending redundancy, provide an opportunity for consultation and shall not disadvantage the employee by virtue of the taking of parental leave.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(ii) 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 will be entitled to a position as nearly comparable in status and pay to that of their former position.

(k) Right To Request Variation To Parental Leave Provision

(i) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:

(1) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;

(2) to extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months;

(3) to return from a period of parental leave on a part-time basis until the child reaches school age,

to assist the employee in reconciling work and parental responsibilities.

(ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(l) Communication During Parental Leave

(i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

(1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

(2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

(ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subparagraph (l)(i)(1).

27. PAYMENT FOR WORK ON SUNDAYS AND HOLIDAYS

(a) An employee who is employed on a holiday prescribed by Clause 19 - Holidays with Pay, shall be paid for such work at the rate of time and a half in addition to his/her usual rate.

(b) All work done on a Sunday shall be paid for at the rate of double time.

28. PAYMENT OF WAGES

(a) When ordinary hours are 40 per week, the method of paying wages in force as at 31 March 1984 shall be continued.

(i) Employees who actually work 38 ordinary hours each week.

In the case of an employee whose ordinary hours of work are arranged in accordance with subparagraphs (b)(i) or (b)(ii) of Clause 20 - Hours of Work - Day Workers, subclause 2 - Implementation of 38 Hour Week, so that he/she works 38 ordinary hours each week, wages shall be paid weekly according to the actual ordinary hours worked each week.

(ii) Employees who work an average of 38 ordinary hours each week.

Subject to Special Note 2 of subclause (h) hereof, in the case of an employee whose ordinary hours of work are arranged in accordance with subparagraphs (b)(iii) or (b)(iv) of Clause 20 - Hours of Work - Day Workers, subclause 2 - Implementation of 38 Hour Week, so that he/she 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 ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.

(iii) An employee shall be paid weekly in cash or by bank deposit, not later than Thursday, provided that where a Public Holiday falls on Friday, an employee where practicable shall be paid no later than Wednesday.

Payment of wages made via bank deposit, shall ensure that wages are available for employees' withdrawal no later than commencement of business of the nominated bank on the day such wages are due. Special arrangements may be necessary should an employee wish to have wages paid into a Credit Society.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

In the event that technical problems within the Electronic Transfer System prevent an employee collecting his/her wages, the employer shall take immediate action to ensure such employee receives due payment in cash.

The implementation of this system shall be at the discretion of the employer and shall apply to all employees.

(iv) In the event that an employee, by virtue of the arrangement of his/her 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 may be paid on the working day preceding pay day.

(b) Except as provided in Clause 38 - Sick Leave, an employer shall not hold more than two days' pay in hand.

(c) An employee kept waiting for his/her wages on pay day, after the usual time for ceasing work, without reasonable cause and advice, shall be paid at overtime rates until he/she receives his/her wages.

(d) When an employee is dismissed or his/her employment terminates he/she shall be paid when he/she ceases work all wages due to him, provided that such payment may be made by the employer by cheque.

PROVIDED that in the case of an employee whose ordinary hours are arranged in accordance with subparagraphs (b)(iii) and (b)(iv) of Clause 20 - Hours of Work - Day Workers, subclause 2 - Implementation of 38 Hour Week, and who is paid average pay and who has not taken the day off due to him during the work cycle in which his/her employment is terminated, the wages due to that employee shall include the total of credits accrued during the work cycle as detailed in the Special Note following subclause (h) hereof.

PROVIDED FURTHER where the employee has taken a day off during the work cycle in which his/her 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) Where as a result of an error in the calculation or the preparation of the pay packet an adjustment has to be made to the employee's wages, such adjustment shall be made wherever practicable on the same day, but not later than the close of business on the next working day.

(f) (i) On or prior to pay day, an employer shall state to each employee in writing the amount of wages to which he/she is entitled, the amount of each deduction made therefrom and the net amount being paid to him. Slips containing such written information shall be inserted inside an envelope.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(ii) Each employee annually, at the time of taking annual leave, shall receive in his/her weekly pay slip a detailed statement outlining current sick leave accruals.

(g) Where the employer and the majority of employees concerned agree, an alternative method of paying wages to that provided by subclause (b) and Special Note 2 of this clause, may be introduced.

(h) Except as provided in Special Note 2(i) of this clause, hourly rates shall be calculated by dividing the appropriate weekly rate by 38.

SPECIAL NOTE

1. Explanation of Averaging System

As provided in paragraph 14 (b)(ii) 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/her wages on the basis of an average of 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:

(i) Clause 20 - Hours of Work - Day Workers, subclause 2 - Implementation of 38 Hour Week provides in subparagraphs (b)(iii) and (b)(iv) that in implementing a 38-hour week the ordinary hours of an employee may be arranged so that he/she 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.

(ii) 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/she worked 40 ordinary hours each week and in the fourth week he/she worked 32 ordinary hours. That is, he/she would work for eight ordinary hours each day, Monday to Friday inclusive for three weeks and eight ordinary hours on four week days only in the fourth week - a total of 19 days during the work cycle.

(iii) In such a case the averaging system applies and the weekly wage rates for ordinary hours of work applicable to the employee shall be the average weekly wage rates set out for the employee's classification in Clause 8 - Wage Rates, and shall be paid each week even though more or less than 38 hours are worked that week.

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

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

Consequently, for each day an employee works eight ordinary hours he/she 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.

(iv) As provided in Special Note 2 - Absences from Duty, of this clause, an employee will not accrue a 'credit' for each day he/she is absent from duty other than on annual leave, long service leave, public holiday, paid sick leave, workers' compensation, bereavement leave or jury service. 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/her entitlement is determined in accordance with the appropriate award provision dealing with such entitlements.

2. Absences From Duty

(i) An employee whose ordinary hours are arranged in accordance with subparagraphs (b)(iii) and (b)(iv) of Clause 20 - Hours of Work - Day Workers, subclause 2 - Implementation of 38 Hour Week and who is paid wages in accordance with subclause (b) hereof and is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service) shall, for each day he/she is so absent, lose average pay for that day calculated by dividing his/her average weekly wage rate by five.

An employee who is so absent from duty for part of a day shall lose average pay for each hour or part thereof he/she is absent at an hourly rate calculated by dividing his/her average daily pay rate by eight.

(ii) Provided further, when such an employee is absent from duty for a whole day he/she will not accrue a 'credit' because he/she would not have worked ordinary hours that day in excess of 7 hours 36 minutes for which he/she would otherwise have been paid. Consequently, during the week of the work cycle he/she is to work less than 38 ordinary hours he/she 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/she does not accrue for each whole day during the work cycle he/she is absent.

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

$$\text{Total of Credits not Accrued During Cycle} \times \frac{\text{Average Weekly Pay}}{38}$$

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

Examples:

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

1. Employee takes one day off without authorisation in first week of cycle.

Week of Cycle		Payment
1st week	=	average weekly pay less one day's pay (i.e. less 1/5th)
2nd and 3rd weeks	=	average weekly pay each week
4th week	=	average pay less credit not accrued on day of absence
	=	average pay less 0.4 hours x $\frac{\text{average weekly pay}}{38}$

2. Employee takes each of the four days off without authorisation in the fourth week.

Week of Cycle		Payment
1st, 2nd and 3rd weeks	=	average pay each week
4th week	=	average pay less 4/5ths of average pay for the four days absent less total of credits not accrued that week
	=	1/5 average pay less 4 x 0.4 hours x $\frac{\text{average weekly pay}}{38}$
	=	1/5 average pay less 1.6 hours x $\frac{\text{average weekly pay}}{38}$

29. PERSONAL LEAVE

The provisions of this clause apply to an employee, other than one engaged as a casual. The entitlements of casual employees are set out in subclause (i) – Casual Employees – Caring Responsibilities.

(a) Definitions

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

(i) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(ii) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(b) Amount of Paid Personal Leave

(i) Paid personal leave is available to an employee, when they are absent:

(1) due to personal illness or injury; or

(2) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.

(ii) An employee, other than one engaged as a casual, 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.

(iii) The employee shall not be entitled in any year (whether in the employment of one employer or of more) to personal leave credit in excess of 76 hours ordinary working time;

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

(v) In the case of employees paid in accordance with paragraph (b)(i) of Clause 28 - Payment of Wages, personal day entitlements for part day absences shall be calculated on a proportionate basis as follows:

$$\text{Duration of Personal Leave Absence} \times \frac{\text{appropriate weekly rate}}{38}$$

In the case of employees whose hours of work are paid in accordance with paragraph (b)(ii) of Clause 28 - Payment of Wages, personal day entitlements for part day absences shall be calculated on a proportionate basis as follows:

$$\frac{\text{Duration of Personal Leave Absence}}{\text{Ordinary Hours Normally Worked on that Day}} \times \frac{\text{appropriate weekly rate}}{5}$$

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(vi) Sickness on Day Off

From 1 April 1984, where an employee is sick or injured on the weekday he/she is to take off in accordance with subparagraphs (b)(iii) or (b)(iv) or paragraph (e) of Clause 20 - Hours of Work - Day Workers, subclause 2 - Implementation of 38 Hour Week, he/she shall not be entitled to personal pay nor will his/her personal pay entitlements be reduced.

(vii) Alternative Methods of Payment

PROVIDED that in the case of an employee who, prior to 1 April 1984, was working less than 40 ordinary hours each week and who had his/her personal leave entitlements calculated by a different method to that provided in this clause, such method may be continued. Provided further that, where the employer and the majority of employees concerned agree, an alternative method of calculating personal leave entitlements to that provided for in the clause may be introduced.

(viii) Personal leave shall accumulate from year to year so that any balance of the period specified in paragraph (b)(iii) of this clause which has in any year not been allowed to an employee by an employer as paid personal 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 personal leave prescribed in respect of that year.

Transition Period

The days of accumulated personal leave standing to the credit of each employee as at 1 April 1984, shall be converted to hours of accumulated personal leave by multiplying the total days of personal leave accumulated as at 1 April 1984 by eight.

(ix) An employer shall not be required to make any payment in respect of accumulated personal leave credits to an employee who is discharged or leaves his/her employment, or for any time an employee is absent from work without producing satisfactory evidence of personal illness.

(c) Personal Leave for Personal Injury or Sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

(d) Personal Leave to Care for an Immediate Family or Household Member

(i) An employee is entitled to use up to 10 days personal leave, including accrued leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

Leave may be taken for part of a single day.

(ii) By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in paragraph (d)(i), beyond the limit set out in paragraph (d)(i). In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

(e) Employee Must Give Notice

The employee shall, as soon as possible and where practicable within one hour of the commencement of the employee's normal working day, inform the employer of his/her inability to attend for work, and as far as may be practicable, state the nature of the illness or injury and the estimated duration of absence.

(f) Evidence Supporting Claim

(i) The employee shall prove to the satisfaction of the employer (or in the event of a dispute, the Tasmanian Industrial Commission) that he/she was unable on account of such illness or injury to attend for work on the day or days for which the personal leave is claimed.

(ii) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

(g) Personal Leave and Workers' Compensation

The employee shall not be entitled to such leave of absence for any period in respect of which he/she is entitled to workers' compensation.

(h) Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements of subclauses (e) and (f) are met.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(i) Casual Employees – Caring Responsibilities

Subject to the evidentiary and notice requirements in subclauses (e) and (f), casual employees are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Casual employees are not entitled to any payment for the period of non-attendance.

An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

30. PIECEWORK

(a) The employer, in conjunction with his/her employees, may fix his/her own piece work or task rates, provided such rates enable a journeyman of average capacity working under like conditions to earn at least 12.5 per cent more than the minimum weekly wage in their respective classes. The same piece work rates shall be paid to all piece workers doing the same operation in the factory or workshop whether they be apprentices or juveniles on piece work or otherwise.

(b) An employee shall, if ready, willing and available to work during the ordinary hours of the week, receive at least the weekly rate prescribed by this award for the class of work being performed.

(c) In the event of a dispute with reference to piecework rates, the matter shall be referred to the Secretary for Labour.

31. PROPORTION OF JUNIOR WORKERS

(a) (i) Except as hereinafter provided, one junior worker shall be allowed to each six adult workers or fraction thereof, provided that at least three adult workers must be employed before a junior worker can be employed.

(ii) In the wire mattresses and bedding sections where no apprentices are employed, one junior worker shall be allowed to each four adult workers or fraction thereof.

(iii) In the safety glass section, one junior worker shall be allowed to each three adult workers or fraction thereof.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(iv) In the glass section in classifications for which no apprenticeship is provided, one junior worker shall be allowed to each four adult workers or fraction thereof.

(v) In the floor finishing section one junior worker shall be allowed for each three adult workers or portion thereof.

(b) The term **'adult workers'** shall mean adults whose wages are prescribed by this award and include a proprietor working in his/her factory; provided that an apprentice shall not be an adult worker until he/she has completed his/her term of apprenticeship prescribed by this award.

(c) Calculation of Proportions

The proportion of junior workers shall be based on the average number of adult workers employed for the preceding six months in each workshop or factory.

32. RIGHT OF ENTRY

Right of entry shall be in accordance with Section 77 of the *Industrial Relations Act 1984*.

33. SAVING

An employee covered by this award shall not have the rate at present payable to him by his/her employer reduced merely as a consequence of this award.

34. SCOPE OF DIVISION A

This award shall cover the following work and persons performing such work:

Furniture

(a) Any person employed in wholly or partly preparing, packing, manufacturing, or repairing any article of furniture (including built-in furniture) or in repairing any new or second-hand article of furniture usually made or partly prepared by cabinet makers, chairs and couch makers, upholsterers, wood carvers, french polishers, wood turners, and wood machinists.

(b) Any person or persons or classes of persons employed in:

(i) fixing or repairing new or second-hand furniture or seating in buildings; or

(ii) french, wax or lacquer polishing new or second-hand furniture or fittings in or in connection with buildings.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(c) Any person or persons, or classes of persons employed in the trade of designing, making, repairing, painting, or decorating:

(i) furnishing accessories or novelties, wholly or partly made of wood, such as nut bowls, smoker's or ornamental stands, or fancy boxes;

(ii) domestic woodware, such as bread boards or salt boxes;

(iii) walking sticks;

(iv) venetian-type blinds made in wood, metal and/or plastic.

(d) Any person employed in wholly or partly preparing or manufacturing furniture timbers cut to size, veneers, veneered panels, plywood, or corewood.

(e) Any person or persons, or classes of persons, employed in the manufacturing processes of a maker of over-mantels and of wood mantel-pieces (other than wood mantel-pieces to be painted, such as are usually made in saw-mills), or in repairing any such over-mantels or wood mantel-pieces.

(f) Any person or persons, or classes of persons, employed in the manufacturing of wire mattresses.

(g) Any person employed in the manufacture or repairing of mattresses or bedding.

(h) Any person employed as upholsterers, carpet hands, table hands or draper hands, persons employed in planning and laying of floor coverings, or fixing draperies, blinds or screens; and persons employed in making or repairing blinds, but not including persons working as tent makers.

(i) Any person or persons, or classes of persons employed either inside or outside a factory or workroom in the process, trade or business of a maker or repairer of picture frames, including art picture frames, frame mirrors, and over-mantels, other than over-mantels usually made by cabinet-makers and any person employed in wholly or partly preparing or manufacturing any refrigerator.

Glass

(a) Any person employed in the trade of:

(i) designing, bevelling, cutting, embossing, glazing, painting, silvering, sandblasting, bending or otherwise working all kinds of plate sheet, or stained glass lenses or prisms, or leaded or coppered lights;

(ii) fixing in position all kinds of plate, sheet, or stained glass, or glass lenses or prisms;

(iii) packing all kinds of plate, sheet, or stained glass or glass lenses or prisms, including any labouring work in connection with any such operations.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(b) Any person employed in the manufacture or repair of lamp shades.

(c) Any person employed on optical work or glass, excepting spectacle lenses or frames.

Wicker and Baby Carriages

Any person or persons, or classes of persons, employed in the trade of:

(a) manufacturing:

(i) baby carriages, dolls' carriages, mobile chairs or parts thereof;

(ii) Reed-Tex, Hy-Tex or similar materials;

(iii) any goods made of wicker, bamboo, cane, Reed-Tex, Hy-Tex or similar materials;

(b) assembling or putting together any parts of baby carriages or dolls carriages.

Musical Instruments

Any person employed:

(a) in the manufacturing or tuning of any musical instrument;

(b) in making or repairing musical instruments or parts thereof.

Organs

Any persons or classes of persons employed in the process, trade, or business of a builder of pipe organs.

Wooden Toys

Any persons employed in the manufacture or repair of wooden toys in any factory covered by this award.

35. SECOND-HAND WORK

(a) An employee working on second-hand upholstering, bedding, floor covering and/or soft furnishings shall, for the time so engaged, be paid 25 per centum in addition to the ordinary rates prescribed elsewhere in this award.

(b) Before any work is performed on second-hand bedding the bedding shall be vacuum fumigated.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(c) For the purposes of this clause, second-hand upholstering shall mean:

(i) all work done whilst stripping old materials and preparing the job for the use of new materials;

(ii) patching;

(iii) replacing flock, fibre or stuffing taken from the job and replaced;

(iv) replacing old covers on Dunlopillo or other sponge rubber; but shall not mean:

the cutting and sewing of new materials where such work is done away from the job;

the placing of new materials on the job where such job has been reduced to the frame or where springs and/or webbing are left;

the replacing of new covers on Dunlopillo or other sponge rubber;

the replacing of new upholstering on old material after such old material is wholly covered by new hessian or new material.

(d) All work on floor coverings and soft furnishings once they have been laid and fixed, shall be classed as second-hand unless such floor coverings or soft furnishings have been thoroughly cleansed by subjection to a dry cleaning process in the case of soft furnishings and to a shampooing process involving lifting in the case of floor coverings. Provided, however, that the second-hand rate shall at all times apply to sewers of second-hand floor coverings.

(e) In the event of any dispute arising as to whether work is second-hand, an employee or a shop steward on his/her behalf or the employer or the foreman on his/her behalf shall be entitled within 24 hours to ask for a decision on the dispute by the Secretary for Labour.

36. SETTLEMENT OF DISPUTES

The following procedure shall be observed in the resolution of grievances and in the settling of disputes:

(a) In the event of a grievance or dispute arising, the matter should first be discussed between the employee(s) concerned and their immediate supervisor.

(b) Should the grievance or dispute not be settled by the discussion referred to in subclause (a) the shop steward shall take the matter up with the employer.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(c) Should the matter remain unresolved, the shop steward shall notify the State Secretary of the union. A conference on the matter shall then be arranged between the union and the appropriate management representatives including, if desired, a representative of an employer or organisation.

(d) If the conference referred to in subclause (c) hereof is unable to satisfactorily resolve the dispute, the matter will be referred to the Tasmanian Industrial Commission whose decision shall be final and binding on both parties.

(e) Without prejudice to either party, work shall continue while matters in dispute between them are being processed, in accordance with the preceding procedures.

(f) Where a bona fide safety issue is involved, the parties shall give immediate priority to resolving the issue.

In resolving the issue, the parties shall have regard to and recognise safety standards and any relevant legislation.

37. SHIFT WORK

(a) Definitions

For the purposes of this clause:

'Afternoon shift' means any shift finishing after 6.00pm and at or before midnight.

'Day shift' means any shift commencing not earlier than 6.00am and finishing at or before 6.00pm.

'Night shift' means any shift finishing subsequent to midnight and at or before 8.00am.

(b) Hours

The ordinary hours of actual work or duty of a shift worker inclusive of a paid crib break of 20 minutes, which shall be counted as time worked or on duty, shall be an average of 38 per week to be worked on any or all of the days Monday to Friday inclusive.

Such average 38 hours per week to be worked on one of the following bases:

(i) 38 hours within a period not exceeding seven consecutive days; or

(ii) 76 hours within a period not exceeding 14 consecutive days; or

(iii) 114 hours within a period not exceeding 21 consecutive days; or

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(iv) 152 hours within a period not exceeding 28 consecutive days; or

(v) such other regular work cycle as may be agreed between the employer and the majority of employees in the plant or work section or sections concerned.

A shift shall consist of not more than 10 hours inclusive of crib time.

PROVIDED that:

(i) In the arrangements of regular ordinary working hours where the ordinary working hours are to exceed eight on any shift the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the plant, work section or sections concerned; and

(ii) by agreement between an employer, the unions concerned and the majority of employees in the plant, work section or sections concerned, regular ordinary hours not exceeding 12 on any day may be worked subject to:

(1) the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12 hour shifts;

(2) proper health and monitoring procedures being introduced;

(3) suitable roster arrangements being made; and

(4) proper supervision being provided.

(c) Where a shift falls partly on a Sunday or a holiday, that shift, the major portion of which falls on the Sunday or holiday, shall be regarded as the Sunday or holiday shift, as the case may be, for the purposes of payment of the Sunday or holiday rates.

(d) Shift Work Allowance

(i) Except as provided in paragraphs (ii), (iii) and (iv) hereof or in subclause (e) hereof, an employee working on afternoon or night shift shall be paid 15 per centum in addition to his/her ordinary rate. For the purposes of this clause ordinary hours shall mean the hours of work fixed in an establishment in accordance with subclause (b) of this clause.

(ii) Except as provided in subclause (e) hereof, an employee working on an afternoon or night shift which does not continue for five successive shifts shall be paid at the rate of time and a half.

(iii) Except as provided in subclause (e) hereof an employee who, during a period of engagement works only on night shift, shall be paid 30 per cent more than his/her ordinary rate.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(iv) Except as provided in subclause (e) hereof, ordinary hours worked by a shift worker between midnight on Friday and midnight on Saturday shall be paid at the rate of time and a quarter.

(v) The payments prescribed by this subclause shall stand alone and shall not be included for any other purposes of this award.

(e) Overtime for Shift Workers

(i) Except as provided in paragraph (ii) hereof, work done by a shift worker in excess of or outside the ordinary working hours of his/her shift shall be paid for at the rate of time and a half for the first two hours and double time thereafter. For the purposes of this clause ordinary hours shall mean the hours of work fixed in an establishment in accordance with subclause 2 - Implementation of 38 Hour Week of Clause 20 - Hours of Work - Day Workers or subclause (b) of this clause.

(ii) Work done by a shift worker on a Saturday, except the continuation of a shift which commenced on the preceding day, shall be considered as overtime and paid for at the rate of time and a half for the first two hours and double time thereafter.

PROVIDED that any work performed after 12noon on a Saturday shall be paid for at the rate of double time.

(iii) In computing overtime, the work of each day or shift shall stand alone.

(iv) The provisions of subclauses (d), (e), (f), (g) and (h) of Clause 25 - Overtime - Day Workers of this award shall apply to shift workers, except that in subclause (d) the reference to "10 consecutive hours off duty", wherever appearing, shall be deemed to read "eight consecutive hours off duty".

(v) An employee under the age of 17 years shall not be permitted to work more than four hours overtime in any one week.

(f) Shift work shall only be worked as provided in this clause.

38. SHOP STEWARDS

(a) In cases where shop stewards have been appointed and recognised by an employer, the practice shall continue until otherwise varied.

(b) In all other cases where such appointment is approved of by an employer or his/her representative and the union appoints one of the employees of that employer as a shop steward for any particular shop or department that employee shall be allowed the necessary time during working hours to interview the employer or his/her representative at the shop on any matter affecting employees working in his/her shop or department.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(c) One shop steward, duly appointed as aforesaid, in each establishment of more than 30 employees covered by this award shall be permitted by his/her employer time during ordinary working hours without loss of pay up to a maximum of one hour each quarter for the purpose of collecting union contributions, where the employer is not already deducting the same from his/her employees.

39. SPECIAL RATES, ALLOWANCES AND CONDITIONS

(a) In addition to the wages and conditions prescribed elsewhere in this award the following special rates, allowances and conditions shall be paid or applied:

(i) Confined Spaces

$0.44 per hour to an employee working in a confined space, i.e. a compartment space or place the dimensions of which necessitate the employee working in a stooped or otherwise cramped position or without proper ventilation.

(ii) Dirty Work

$0.36 per hour to an employee called upon to dismantle or clean used pipe organs or on work which a foreman and the employee agree is of an unusually dirty or offensive nature.

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

Any dispute arising under this paragraph as to whether the work is of an unusually dirty or offensive nature shall be determined by the Secretary for Labour.

(iii) Height Money

To an employee working at a height of 15 metres or more directly above the nearest horizontal plane of reasonable dimensions:

(1) Working at height of 15 metres or more but under 45 metres - $0.23 per hour.

(2) Working at a height of 45 metres or more - $0.43 per hour.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(iv) Hot Places

To an employee working more than one hour in the shade:

(1) in places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius - $0.35 per hour;

(2) in places where the temperature exceeds 54 degrees Celsius - $0.44 per hour;

(3) where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, an employee shall also be entitled to 20 minutes' rest without deduction of pay after every two hours' work;

(4) the temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.

(v) Wet Places

$0.36 per hour to an employee working in any place where clothing or boots become saturated, whether by water, oil or otherwise.

PROVIDED that this extra rate shall not be payable to an employee who is provided by his/her employer with suitable and effective protective clothing and/or footwear.

PROVIDED FURTHER that an employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift as he/she is required to work in wet clothing or boots.

(vi) Slag Wool etc.

$0.44 per hour to an employee handling loose slag wool, loose insulwool or other loose material of a like nature used for providing insulation against heat, cold or noise.

(vii) Urinals and Lavatories

25 per centum in addition to his/her ordinary rate for the time an employee is engaged working on the replacement of the surface of urinals and lavatories where structural glass is used.

(viii) Collection of Moneys

$3.90 per week to an employee who, in the course of his/her duties, is authorised to collect and does collect, moneys on behalf of his/her employer.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(ix) Milk for Sand Blasters

600ml of milk per day to an employee on sand blasting, and on request 300ml of milk per day to an employee on spray painting and/or polishing.

(b) Special Rates not Cumulative

Where more than one of the disabilities entitling an employee to extra rates exist on the same job, an employer shall be bound to pay only one rate, namely, the highest for the disabilities so prevailing.

(c) Rates not Subject to Penalty Additions

The special rates and allowances prescribed by this clause shall be paid irrespective of the times at which the work is performed and shall not be subject to any premium or penalty additions.

40. STRUCTURAL EFFICIENCY

(a) The parties to this award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the Furnishing Industry, as defined in this award and to enhance the career opportunities and job security of employees in the industry.

(b) At each plant or enterprise, an employer, the employees and their relevant union or unions may establish consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or union or unions for consideration consistent with the objectives of subclause (a) herein shall be processed through that consultative mechanism and procedures.

(c) Measures raised for consideration consistent with subclause (b) herein shall be related to implementation of the new classification structure, the facilitative provisions contained in this award and matters concerning training.

(d) Without limiting the rights of either an employer or a union to arbitration, any other measure designed to increase flexibility at the plant or enterprise and sought by agreement of the parties involved shall be implemented subject to the following requirements:

(i) The changes sought shall not affect provisions reflecting State standards.

(ii) The majority of employees affected by the change at the plant or enterprise must genuinely agree to the change.

(iii) No employee shall lose income as a result of the change.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(iv) The relevant union or unions must be a party to the agreement.

(v) The relevant union or unions shall not unreasonably oppose any agreement.

(vi) Any agreement shall be subject to approval by the Tasmanian Industrial Commission and, if approved, shall operate as a schedule to this award and take precedence over any provision of this award to the extent of any inconsistency.

(e) Any disputes arising in relation to the implementation of subclauses (b) and (c) herein shall be subject to Clause 36 - Settlement of Disputes of this award.

41. SUPERANNUATION

(a) Definitions

'Contribution rates' means a full contribution as defined in subclause (e) of this clause for adults, apprentices or juniors and is payable for each week during which an employee is 'employed' - even if employment is for one day only.

No pro-rata contributions are to be paid. If an employee is 'employed' by an employer for part of a week and another employer for part of a week, then the full contribution must be paid.

An employer shall pay into the scheme the full contribution as set out in subclause (e) of this clause.

'Employee' means a weekly employee of an employer and shall include part-time employees who shall be engaged for a constant number of hours, which shall be not less than 19 hours in any week.

'Member/s' means employees who are members of TASPLAN.

'Scheme' means TASPLAN.

'TASPLAN' shall mean that scheme established by trust deed and jointly sponsored by the Tasmanian Chamber of Commerce and Industry Limited and the Tasmanian Trades and Labor Council.

'Union(s)' means the Liquor, Hospitality and Miscellaneous Union - Tasmanian Branch and the Construction, Forestry, Mining and Energy Union, Tasmanian Branch.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(b) Effect of Clause

(i) This clause shall be binding upon the Construction, Forestry, Mining and Energy Union, Tasmanian Branch and the Liquor, Hospitality and Miscellaneous Union - Tasmanian Branch and on the members thereof and upon employers in respect of the employment by them in the State of Tasmania of all their employees engaged within Division A - Persons Employed In the Manufacture and/Or Repair of Furniture - Clause 8 - Wage Rates of the Furnishing Trades Award whether members of the union or not.

Notwithstanding the provisions of this clause, exemptions may be granted to employers bound by this clause, who are participating in, and whose employees are members of an existing superannuation scheme which entitles its employees to provisions which are as good as or better than, those benefits available to members of TASPLAN. Provided that such scheme meets with the criteria required by the Insurance and Superannuation Commission and is in accordance with the State Wage Case decision of 5 September 1988 (T1524, 1525, 1549 & 1550 of 1988) and is agreed between the union and the employer. Provided further that any dispute in relation to any application for exemption shall be determined in accordance with subclause (g) of this clause. Any exemptions granted under this clause shall be incorporated in this award not later than three months after the date of commencement of this clause.

(c) Eligibility of Employees

Employees herein defined who have completed three months of service with the employer shall be eligible to join the scheme.

Membership of the scheme shall be from the date of commencement of employment with that employer.

(d) Eligibility of Employer

An employer shall become party to the scheme upon the Deed of Adherence being signed by the employer and the trustees.

(e) Employer Contribution

(i) An employer shall contribute, to the scheme in respect to each member employed by the week, the amount of $12.00 per week for adults and $6.00 per week for apprentices and juniors.

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.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(ii) The contribution rates may be varied by agreement between the union and the Tasmanian Chamber of Commerce and Industry Limited and ratified by the Tasmanian Industrial Commission or failing agreement by application to the Tasmanian Industrial Commission.

(iii) In respect to part-time employees the employer shall contribute 50 per cent of the relevant full contribution to the scheme.

(iv) Notwithstanding anything elsewhere contained in this clause an employee who is able to demonstrate to the employer their bona fide membership of the religious fellowship known as Exclusive Brethren shall have the contributions defined in paragraph (e)(i) of this clause paid into the fund known as C.I.S. Superannuation Deed BR1188 being a scheme approved by the Insurance and Superannuation Commission.

(f) Approved Status

(i) Should the scheme lose its approved status under the *Income Tax Assessment Act*, or if the scheme fails to conform fully to the standards laid down by the Office of the Insurance and Superannuation Commissioner the employer may suspend employer contributions immediately and until such time as compliance is achieved.

(ii) Upon compliance being re-established the employer shall pay contributions that would have been payable during the period the scheme failed to comply with the appropriate standards.

(g) Settlement of Disputes

Should a dispute arise in relation to an employer seeking exemption or any other matter related to superannuation in respect of the obligations of the employer, the union(s) or members under the terms of this clause, the matter in dispute shall be referred for resolution to the Tasmanian Industrial Commission. During such period, work shall continue as normal.

42. TOOLS AND TOOL ALLOWANCE

The employer shall provide his/her employees with all tools of trade of a good quality necessary for his/her type of operation and such tools shall remain the property of the employer.

Provided that where by mutual agreement the employee provides his/her own tools of trade (as listed) the employer shall pay to those employees the respective amounts as set out below:

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

	Per Week
Cabinet Maker	$8.20
Carpet Layer	$8.20
Upholsterer	$0.50
Machinist	$0.50

List of tools to be maintained by the employees:

Cabinet Makers

Large Square
Combination Square
Set Square
Sliding Bevel
Planes
Try Plane
Smooth Plane
Jack Plane
Rebate Plane
Spokeshave Roundface
Prokeshave Flat
Chisels 1/8" to 1 1/4"
Brace and set of Bits
1/4" to 1"
Hand Drill
Set of Drills 1/16" to 1/4"
Marking Gauge
Mortise Gauge

Pincers
Pliers
Tenon Saw
Panel Saw
Flat File
Half Round File
Rasp Medium
Rasp Coarse
Screw drivers 6"
Oil Stone
Sanding Cork
Scraper
Rule 1 metre

Tape 3 metre
Claw Hammer
Brad Hammer
Mallet

Upholsterers

Scissors
Magnetic Hammer
Long Needle (double pointed)
Circular Needle
Screw driver

Machinists

Ruler
Pencil
Square
Sliding Level

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

Carpet Layers

Delux Knee Kicker
G.T. Conventional Carpet Trimmer
G.P. Loop Pile Cutter
Utility Knife
Floor - Wall Scraper
Leather Tool Pouch
12" Carpet Shears
Duck Bill Napping Shears
Laminated Sharpening Stone
Replaceable Blade Trowel
Knee Pads
Staple Hammer Carpet Underlay
Folding Ruler
Steel Tape Measure
1 metre Carpet Straight Edge
Tile Cutter
2 Metre Carpet Straight Edge
Strip Cutters
Stair Tool
Base Moulding Lifter
Metal Tool Box
Hacksaw
Mitre Box
Carpet Hammer
Awl
Thriftline Chalk Reel
Wing Divider
Horizontal Scriber
45cm Blade and Pin Scriber
Hook Bladed Trimmer
Nail Driving Bar

43. TRAVELLING IN EMPLOYER'S VEHICLE

When an employee is required to travel to and from work in his/her employer's vehicle, the employer shall provide a vehicle with suitable seating accommodation together with a fly or other cover to protect the employee from the weather.

44. TRAVELLING TIME ALLOWANCE AND BOARD

(a) All time reasonably occupied by an employee in travelling to or from work outside the shop and outside ordinary hours and in travelling to and from work in a country district if engaged in any of the capital cities for employment in a country district, shall be treated as time of duty and paid for at ordinary rates up to a maximum of 12 hours for the journey, except on Sundays, when time and a half rates shall be paid up to a maximum of 12 hours for the journey. Provided that, where an employee proceeds direct from his or her home to a job outside the shop, he or she shall be paid for all time reasonably occupied in travelling to the job in excess of the time usually taken to go from his or her home to the job. Provided further that where a sleeping berth is provided for an employee by his/her employer for all-night travel, the maximum payment shall be as for eight hours.

(b) All fares and reasonable travelling expenses incurred by an employee in such travelling including the cost incurred for meals - together with the reasonable cost of board or lodging if the employee has to be away from his/her home for a night - shall be paid by his/her employer.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(c) The fares allowed an employee shall be first-class on coastal boats or on interstate boats where there is no second-class distinct from steerage. On trains where an employee has to travel all night in connection with his/her employer's business, the fares to be allowed shall be first-class. In other cases on trains the fares shall be second-class. Where air travel is concerned the fares shall be tourist-class where available.

(d) The foregoing travelling and accommodation allowances shall be paid additional to the usual rates for the time an employee is working.

(e) Subclauses (a) to (d) hereof shall not apply to a piano tuner who is a member of the staff of a retail selling organisation as distinct from a factory.

(f) Where it is more convenient for an employee to go direct to the job from his/her home he/she shall do so and start and cease work at the usual times customary at the shop. Provided that any extra expense incurred by him in so travelling shall be borne by his/her employer.

45. UNION DELEGATES

Where the appointment of a shop steward is not approved of or recognised by an employer, a delegate chosen by and from the employees in the shop or factory concerned shall be allowed the necessary time during working hours to interview the employer or his/her representative at the shop or factory for the purpose of submitting grievances.

CONDITIONS FOR EMPLOYEES IN DIVISION B - CLERICAL EMPLOYEES

46. ANNUAL LEAVE

(a) Period of Leave

A period of 152 hours paid leave shall be allowed annually to an employee after 12 months continuous service on weekly hiring (less the period of annual leave).

(b) Broken Leave

Leave allowed under the provisions of subclause (a) shall be given and taken in one consecutive period or, if the employer and the employee agree, in one of the following methods:

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

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

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(c) Leave to be Exclusive of Public Holidays

If any of the holidays prescribed in Clause 54 - Holidays With Pay, fall within an employee's period of annual leave, and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that leave one day for each such holiday so occurring.

(d) Payment in Lieu Prohibited

Except as provided in subclause (h), payments shall not be made or accepted in lieu of annual leave.

(e) Time of Taking Leave

Subject to the provisions of subclause (g), 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 two weeks notice to the employee.

Provided that leave may be taken after six months from the date when the right to annual leave accrued if mutually agreeable between the employer and employee.

(f) Payment for Period of Leave

(i) All employees before going on leave shall be paid the amount of wages they would have received in respect of the ordinary time which they would have worked had they not been on leave during the relevant period.

(ii) In addition thereto all employees (including part-time employees engaged to work 20 or more hours per week) shall receive a loading of 17.5 per cent on payments made for annual leave as prescribed in paragraph (i). Such loading shall not apply to proportionate leave on termination of service.

(g) Leave Allowed Before Due Date

An employer may allow annual leave to an employee before the right thereto has accrued due but where leave is taken in such 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 had been granted to an employee pursuant to this subclause before the right thereto had accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months' continuous service in respect of which the leave was granted, the employer may for each complete month of the qualifying period of 12 months not served by the employee deduct from whatever remuneration is payable to the employee upon the termination of the employment one-twelfth of the amount of wages paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by Clause 54 - Holidays with Pay.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(h) Proportionate Leave on Ending Service

If after one completed month of service in any qualifying 12 monthly period an employee lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid as follows:

12.67 hours for each completed month of continuous service in respect of which leave has not been granted.

(i) Calculation of Continuous Service

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.

47. BEREAVEMENT LEAVE

(a) Paid Leave Entitlement

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 three 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 FURTHER 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.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(b) Unpaid Bereavement Leave

An employee may take unpaid bereavement leave by agreement with the employer.

(c) Casual Employees and Employees in Receipt of a Loading in lieu of Paid Leave

(i) Subject to the evidentiary requirements in subclause (a), casual employees and employees in receipt of a loading in lieu of paid leave are entitled to not be available to attend work, or to leave work upon the death in Australia of an immediate family or household member.

(ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Casual employees and employees in receipt of a loading in lieu of paid leave are not entitled to any payment for the period of non-attendance.

(iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

48. CASUAL EMPLOYEES

A casual employee for working ordinary time shall be paid per hour one-fortieth of the weekly rates prescribed for the work which he or she performs. In addition thereto a casual employee shall receive 20 per cent of the ordinary hourly rate in respect of each hour for which he or she is paid; such additional amount to be payment in lieu of annual leave, sick leave, and public holidays.

PROVIDED that as from 1 November 1990 the divisor shall become one thirty-eighth.

49. CLOTHING

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. The cost of repair and replacement of such clothing shall likewise be the responsibility of the employer.

PROVIDED that minor repairs to clothing shall be the responsibility of employees, e.g. re-attachment of buttons or re-stitching of faulty seams.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

50. ESTIMATING SERVICE

The total clerical experience in the service of every employer in the trades or groups of trades in respect of awards of the Tasmanian Industrial Commission, applicable to private industry employees, shall be taken into account.

51. EXISTING WAGE RATES

No employee shall have his/her wage rate reduced as a result of this award.

52. FULL WEEK'S WAGES TO BE PAID

Employees other than those engaged as provided for in Clause 48 - Casual Employees and Clause 59 - Part-time Employees shall, notwithstanding anything contained in Section 49 of the *Industrial Relations Act 1984*, be paid the weekly wage prescribed for a week of 38 hours for each week that he/she is ready, willing and available for work during the hours prescribed in Clause 55 - Hours and, in addition thereto, such overtime or other penalty rates, if any, that may have occurred during the relevant period.

53. GENERAL CONDITIONS

The following clauses shall also apply to persons employed under this Division:

26. Parental Leave
36. Settlement of Disputes
40. Structural Efficiency.

54. HOLIDAYS WITH PAY

(a) All employees (other than casuals or part-time employees engaged to work less than 20 hours per week) shall be allowed the following days as paid holidays:

New Year's Day, Australia Day, Hobart Regatta Day (south of Oatlands), Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day, Recreation Day (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day.

(b) Payment for the holidays mentioned in subclause (a) which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when, if it were not for such holiday, he/she had been at work.

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

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(d) **'Show Day'** means not more than one local Show Day observed on an employee's ordinary working day, other than a Saturday or a Sunday, in the city, town or district in which the employee is employed; or such other day which, in the absence of such a local Show Day, is agreed on by the employee and the employer, therefore making a total of 11 paid public holidays per year.

55. HOURS

(a) The ordinary hours of work shall be an average of 38 per week, to be worked on one of the following bases:

(i) seven hours 36 minutes per day; or

(ii) eight hours per day on four days and six hours on one day each week; or

(iii) eight hours per day on nine days and four hours on one day each fortnight; or

(iv) eight hours per day on 19 days with an accumulated rostered day off in each four weekly period; or

(v) eight hours per day with an accumulation of rostered days off up to a maximum of five days.

The method of implementation shall be determined by mutual agreement between the majority of employees and the employer, utilising one of the above.

(b) The maximum number of ordinary hours per week in respect of which the wage rates fixed by the award shall be paid shall be 38 to be worked in five days of consecutive hours (excluding meal breaks) between the hours of 7.00am and 6.00pm, Monday to Friday inclusive.

(c) The hours of work prescribed by this clause shall, excepting for a meal break of not less than 45 minutes nor more than 60 minutes, be continuous on each day. Such meal break to be taken between the hours of 11.00am and 3.00pm.

PROVIDED that, where there is an agreement between the employer and the employee, the meal break may be reduced to 30 minutes.

(d) Except where overtime is worked for a period not exceeding one hour after normal finishing time, no employee shall work for more than five hours without a break of not less than 45 minutes for a meal.

(e) The employer and the majority of employees may agree that the ordinary working hours are to exceed eight (up to a maximum of 10) on any day, thus enabling a week day off to be taken more frequently than would otherwise apply.

(f) If an RDO is to be substituted, three days notice (except in emergencies) shall be given to the employee and a day off in lieu at the ordinary rates at a mutually agreeable time.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

In circumstances whereby a system of RDO's apply, an employer with the agreement of the employee, may in an emergency situation, substitute the day an employee is to take off for another day.

PROVIDED that such agreement will not be unreasonably withheld.

(g) If an employee is required to work on an RDO and no day in lieu is granted, the employee is to be paid at the rate of double time for hours worked.

56. MIXED FUNCTIONS

An employee engaged for half or more than half of one day on duties carrying a higher rate than his/her ordinary classification shall be paid the higher rate for such day. If for less than half of one day he/she shall be paid the higher rate for the time so worked.

PROVIDED that an employee shall not be entitled to be paid at the higher rate for relieving an employee who is absent on a rostered day off, unless such relief extends beyond one working day where an employee takes accumulated rostered days off.

57. OCCUPATIONAL SUPERANNUATION

(a) Contribution

(i) An employer shall make a contribution equivalent to three per cent of ordinary time earnings into an approved superannuation fund in respect of all eligible employees as from 1 June 1990.

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.

(ii) Notwithstanding anything elsewhere contained in this clause, an employee who is able to demonstrate to the employer their bona fide membership of the religious fellowship known as Exclusive Brethren shall have the contributions defined in paragraph (a)(i) of this clause paid into the fund known as CIS Superannuation Deed BR1188 being a scheme approved by the Insurance and Superannuation Commission.

(b) Casual and Part-time Employees

In the case of eligible casual and part-time employees, contributions shall be made where the employee works a minimum of 38 hours averaged over a four week period.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(c) Definitions

'Approved fund' shall mean a superannuation fund or scheme approved in accordance with the Commonwealth Operational Standards for Occupational Superannuation Funds.

'Eligible employee' shall mean an employee who has had three months continuous service with an employer subject to this award. Provided that, in the case of an employee who has so qualified with one employer, that employee shall not be required to serve the qualifying period with any subsequent employer subject to this award.

Membership of the scheme shall be from the date of commencement of employment with that employer.

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

(d) Fund

Contributions determined in accordance with subclause (a) of this clause shall, subject to subclause (e) of this clause, be made into TASPLAN.

(e) Exemptions

An employer may seek exemption from making contributions into the nominated approved fund in the following circumstances:

(i) where employees subject to this award represent a minority of the total employees and contributions are already being made into an approved fund in respect of the majority of employees in any one establishment; or

(ii) where the fund subject to the exemption application is an approved fund which was established prior to 1 September 1989 and occupational superannuation contributions equivalent to three per cent or ordinary time earnings were being paid on behalf of all employees in the establishment covered by this award prior to 1 September 1989 and have continued to be paid since that date; or

(iii) where an employer can demonstrate a special and compelling circumstance to justify the use of an approved fund other than TASPLAN.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(f) Procedure for Seeking Exemption

(i) Employers seeking exemption in accordance with this provision shall make application through the appropriate registered organisation to the Tasmanian Industrial Commission by no later than 1 May 1990 for hearing and determination.

Such application shall contain the following information:

(a) Name of Fund into which the funds are to be paid.

(b) Evidence of the funds compliance with Commonwealth Operational Standards.

(c) Summary of Structure and Benefits.

(d) Level of Administration Charge.

(e) Any other relevant information.

(ii) Any application shall in the first instance be considered by the union party to the award which has constitutional coverage for the class of employee affected. Where the union agrees with the application, the exemption will be granted.

(iii) Where agreement is not reached, the matter shall be heard and determined by the Tasmanian Industrial Commission. In such circumstances and in accordance with Section 28 of the Act, the employer concerned may be represented in person by an agent (other than a legal practitioner) or by a registered employer organisation.

(iv) An employer may choose to forego consideration of his/her application by the union and have the matter determined in the first instance by the Tasmanian Industrial Commission.

(v) An employer who commences a new business after 1 May 1990 may make application for exemption in accordance with subclause (e) of this clause. Such application shall be made within one month of the commencement of operation of the new business. However, this provision shall not apply to a business which has been transmitted or was a subsidiary of a business subject to this award as at 1 September 1989.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

58. OVERTIME

(a) For all work performed outside of the hours prescribed in Clause 55 - Hours, on Monday to Friday inclusive, payment shall be made at the rate of time and one half for the first three hours and double time thereafter.

(b) An employee who is recalled to work overtime after a period of one hour from the time fixed for ceasing work whether or not he/she has been notified before ceasing work, shall receive a minimum payment as for three hours worked.

(c) A junior employee under the age of 18 years shall not be required to work overtime unless he or she so desires.

(d) In computing overtime each day's work shall stand alone.

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

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

(f) 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.

Agreements to implement this provision shall be in writing, signed by the employee and the employer and shall form part of the records required to be kept in accordance with Section 75 of the *Industrial Relations Act 1984*.

(g) The overtime rates prescribed herein shall apply to part-time and casual employees in addition to other loadings prescribed for these classes of employees.

59. PART-TIME EMPLOYEES

(a) Part-time employees engaged to work 20 or more hours per week shall be entitled to the annual leave, holidays and sick leave as prescribed in Clauses 46 - Annual Leave, Clause 54 - Holidays with Pay and Clause 29 - Personal Leave, provided that payment therefore shall be made at the rate normally 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.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(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 he or she performs. In addition thereto such employee shall receive 20 per cent of the ordinary hourly rate in respect of each hour for which he or she is paid; such additional amount to be payment in lieu of annual leave, sick leave and public holidays.

(c) Provided that as from 1 November 1990 the divisor shall become one thirty-eighth as prescribed in subclauses (a) and (b) of this clause.

60. PAYMENT OF WAGES

(a) Wages shall be paid weekly during the employer's time not later than Wednesday in each week. Payment of wages shall be by cheque, cash or by electronic funds transfer into an employee's nominated account at a bank, building society or credit union of the employee's choice.

(b) Where the employer utilises EFT as a method of payment of wages, the employer shall be responsible for meeting the cost of one deposit into and one withdrawal from an employee's account each pay period.

(c) By agreement between an employer and the majority of employees wages may be paid fortnightly instead of weekly.

Without mutual agreement, the employer must give not less than one months notice of change.

(d) On the completion of the first full pay period and when any change is made in the weekly rate, the employee shall be notified in writing of the amount of wages to which he/she is entitled, the amount of deduction made therefrom and the net amount being paid to him.

PROVIDED that such notification shall be given not less often than once in each year of service.

61 PERSONAL LEAVE

The provisions of this clause apply to an employee, other than one engaged as a casual or part-time employee in receipt of a loading in lieu of an entitlement to paid leave as specified in Clause 59 – Part-Time Employees. The entitlements of casual employees and employees in receipt of a loading in lieu of an entitlement to paid leave are set out in subclause (i) – Casual Employees and Employees in Receipt of a Loading in lieu of Paid Leave – Caring Responsibilities.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(a) Definitions

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

(i) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and

(ii) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(b) Amount of Paid Personal Leave

(i) Paid personal leave is available to an employee, when they are absent:

(1) due to personal illness or injury; or

(2) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.

(ii) An employee (other than one engaged as a casual and a part-time employee engaged to work 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

(iii) The employee shall not be entitled in any year (whether in the employment of one employer or of more) to personal leave credit in excess of 76 hours of ordinary working time.

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

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

(v) Personal leave shall accumulate from year to year so that any balance of the period specified in paragraph (b)(iii) of this clause which has in any year not been allowed to an employee by an employer as paid personal 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 personal leave prescribed in respect of that year.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(vi) An employer shall not be required to make any payment in respect of accumulated personal leave credits to an employee who is discharged or leaves his/her employment, or for any time an employee is absent from work without producing satisfactory evidence of personal illness.

(c) Personal Leave for Personal Injury or Sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

(d) Personal Leave to Care for an Immediate Family or Household Member

(i) An employee is entitled to use up to 10 days personal leave, including accrued leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause.

Leave may be taken for part of a single day.

(ii) By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in paragraph (d)(i), beyond the limit set out in paragraph (d)(i). In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

(e) Employee Must Give Notice

The employee shall, as soon as possible and where practicable before the commencement of the employee's normal working day, inform the employer of his/her 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.

(f) Evidence Supporting Claim

(i) The employee shall prove to the satisfaction of the employer (or in the event of a dispute, the Tasmanian Industrial Commission), that he/she was unable on account of such illness or injury to attend for work on the day or days for which the personal leave is claimed.

(ii) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(g) Personal Leave and Workers' Compensation

The employee shall not be entitled to such leave of absence for any period in respect of which he/she is entitled to workers' compensation.

(h) Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements of subclauses (e) and (f) are met.

(i) Casual Employees and Employees in Receipt of a Loading in lieu of Paid Leave – Caring Responsibilities

(i) Subject to the evidentiary and notice requirements in subclauses (e) and (f), casual employees and employees in receipt of a loading in lieu of paid leave, are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

(ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Casual employees and employees in receipt of a loading in lieu of paid leave are not entitled to any payment for the period of non-attendance.

(iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

62 RATIO OF JUNIORS TO ADULT EMPLOYEES

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

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

63 REST PERIODS

(a) When any period of duty in ordinary hours is for five hours or more, an interval of 10 minutes shall be allowed for employees at a time to be agreed between the employer and the majority of employees in the plant or work section or sections concerned.

PROVIDED that rest periods may be staggered to meet operational requirements.

PROVIDED FURTHER that no employee shall work for a longer period than four hours without being allowed such rest period.

(b) The interval referred to in subclause (a) hereof shall be regarded as time on duty and during such interval an employee may leave his or her work position but shall not leave the premises.

64 RIGHT OF ENTRY

Right of entry shall be in accordance with Section 77 of the *Industrial Relations Act 1984*.

65 SATURDAY, SUNDAY AND HOLIDAY WORK

For all work performed on Saturdays, Sundays and Public Holidays payment shall be made as follows:

(a) Saturdays

(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 a minimum payment as for three 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 two hours and double time thereafter.

(b) Sundays

For all time of duty on a Sunday payment shall be made at the rate of double time with a minimum payment as for four hours worked.

(c) Public Holidays

For all time of duty on any of the holidays mentioned in Clause 54 - Holidays with Pay payment shall be made at the rate of double time and one half with a minimum payment as for four hours worked.

(d) The penalty rates prescribed herein shall apply to part-time and casual employees in addition to the loadings prescribed for these classes of employees.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

66 STEWARDS

An employee appointed steward in the shop, office or department in which he/she is employed shall, upon notification thereof to his/her employer be recognised as the accredited representative of the union to which he/she belongs, and he/she shall be allowed the necessary time during working hours to interview the employer or his/her representative on matters affecting employees whom he/she represents, provided that if the steward so requests it, he/she may be accompanied at such interview by another employee and/or by his/her union official.

67 TEA MONEY

(a) An employee who has worked six hours or more during ordinary time and who is required to work overtime for more than one and one half hours shall either be supplied with an adequate meal by the employer or be paid $13.60 meal money.

(b) Any dispute as to what constitutes an adequate meal shall be referred to and decided by the Tasmanian Industrial Commission.

(c) The payment prescribed in subclause (a) shall be made on the day on which the overtime is worked.

68 TERMINATION OF EMPLOYMENT

(a) Excepting as to casual employees, employment shall be terminated by giving one week's notice or the payment or forfeiture of one week's wages, as the case may be, but this shall not affect the right of the employer to dismiss an employee for misconduct or neglect of duty, in which case wages shall be paid up to the time of dismissal only.

(b) Employment shall be terminated, during the first two weeks of employment, by one day's notice by either side.

69 WORK AS DIRECTED

(a) An employer may direct an employee to carry out such duties as one within the limits of an employee's skill, competence and training consistent with the classification structure of the award.

(b) This provision should not deny such employee any award entitlement which might be applicable for performing work at a higher classification; nor should the provision enable the employer to pay an employee at a rate lower than the substantive classification for performing work of a lower classification.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

CONDITIONS FOR EMPLOYEES IN DIVISION C - DRIVERS

70. ANNUAL LEAVE

(a) Period of Leave

A period of 28 consecutive days' leave shall be allowed annually to an employee after 12 months' continuous service on weekly hiring (less the period of annual leave).

(b) Leave to be Exclusive of Public Holidays

If any of the holidays prescribed in Clause 54 - Holidays with Pay 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 that leave one day for each such holiday so occurring.

(c) Payment in Lieu Prohibited

Except as provided in subclause (g) payments shall not be made or accepted in lieu of annual leave.

(d) Time of Taking Leave

(i) Subject to the provisions of subclause (f), 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 two weeks' notice to the employee.

(ii) Where an employer closes down his/her factory for the purposes of allowing annual leave to employees engaged under Division A of this award the provisions of Clause 9 - Annual Leave subclause (f) - Annual Close Down and subclause (g) - Part Close Down and Part Rostered Leave shall apply to employees engaged in this division.

(e) Payment for Period of Leave

(i) All employees before going on leave shall be paid the amount of wages they would have received in respect of the ordinary time which they would have worked had they not been on leave during the relevant period.

(ii) In addition thereto all employees (including part-time employees engaged to work 20 or more hours per week) shall receive a loading of 17.5 per cent on payments made for annual leave as prescribed in paragraph (i). Such loading shall not apply to proportionate leave on termination of service.

(iii) Part-time employees engaged to work less than 20 hours per week for a continuous 12 months period, shall be paid a loading on each anniversary date of their engagement.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

Such loading shall be calculated in the following manner:

70 per cent of the average weekly wage for the three months prior to the anniversary date falling due. This average weekly wage is to exclude the 20 per cent loading paid in lieu of annual leave, sick leave and public holidays.

(f) 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 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 has been taken before it accrued.

Where leave has been granted to an employee pursuant to this subclause before the right thereto had accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months' continuous service in respect of which the leave was granted, the employer may for each complete month of the qualifying period of 12 months not served by the employee deduct from whatever remuneration is payable to the employee upon the termination of the employment one-twelfth of the amount of wages paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by Clause 54 - Holidays with Pay.

(g) Proportionate Leave on Ending Service

If after one completed month of service in any qualifying 12 monthly period an employee lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid as follows:

13 and one third hours for each completed month of continuous service in respect of which leave has not been granted.

(h) Calculation of Continuous Service

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.

(i) Broken Leave

The annual leave shall be given and taken in one or two continuous periods, one of those two periods must be of at least 21 consecutive days, including non-working days.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

PROVIDED that, if the employer and an employee so agree the annual leave entitlement may be given and taken in two separate periods, neither of which is at least 21 consecutive days including non-working days, or in three separate periods.

PROVIDED FURTHER that an employee may, with the consent of his/her employer, take short-term annual leave, not exceeding four days in any calendar year at a time or times separate from any of the periods determined in accordance with this subclause.

71. CASUAL EMPLOYEES

(a) A casual employee is one engaged and paid as such. A casual employee may be engaged for a period up to 12 weeks at any one time or for such longer period as may be agreed between the employer and the union provided that such agreement shall not be unreasonably withheld.

(b) A casual employee for working ordinary time shall be paid per hour one thirty-eighth of the weekly rate prescribed by this award for the work performed plus a loading of 20 per cent in lieu of annual leave, sick leave and public holidays.

72. GENERAL CONDITIONS

The provisions of Clauses:

20. Hours of Work - Day Workers
22. Meal Hours - Day Workers
26. Parental Leave
36. Settlement of Disputes
37. Shift Work
40. Structural Efficiency

of Division A, and Clauses:

47. Bereavement Leave
49. Clothing
50. Estimating Service
51. Existing Wage Rates
54. Holidays with Pay
56. Mixed Functions
61. Ratio of Juniors to Adult Employees
63. Right of Entry
64. Saturday, Sunday and Holiday Work
66. Tea Money
67. Termination of Employment
68. Work as Directed

of Division B, shall also apply to this division.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

73. OVERTIME

For all time worked in excess of the maximum number of ordinary working hours per week, time and a half for the first four hours and double time thereafter shall be paid.

74. PART-TIME EMPLOYEES

(a) A part-time employee shall be an employee regularly engaged to work no less than 7.6 hours per week.

PROVIDED that where the operating requirements of the employer necessitate the engagement of a part-time employee for a shorter period per week, the employer may, with the prior agreement of the appropriate union, engage such an employee.

PROVIDED FURTHER that such agreement shall not be unreasonably withheld.

(b) A part-time employee as defined in subclause (a) of this clause shall be paid for each hour worked during ordinary working hours one thirty-eighth of the minimum weekly rate prescribed by this award for the class of work performed.

(c) An employer shall not engage part-time employees at a ratio greater than one part-time employee for each four full-time employees or part thereof.

(d) A part-time employee shall be entitled to annual leave, sick leave and public holidays which shall be paid pro rata to hours worked.

In respect to public holidays and sick leave a part-time employee shall not be paid more than the number of hours they would otherwise have worked on that day.

(e) Such part-time employees shall not be compelled by the employer to work overtime.

(f) All other provisions of this division shall apply to part-time employees.

75. PAYMENT OF WAGES

An employee shall be paid weekly in cash or by bank deposit, not later than Thursday, provided that where a Public Holiday falls on Friday, an employee where practicable shall be paid no later than Wednesday.

Payment of wages made via bank deposit shall ensure that wages are available for employees' withdrawal no later than commencement of business of the nominated bank on the day such wages are due. Special arrangements may be necessary should an employee wish to have wages paid into a Credit Society.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

In the event that technical problems within the Electronic Transfer System prevent an employee collecting his/her wages, the employer shall take immediate action to ensure such employee receives due payment in cash.

The implementation of this system shall be at the discretion of the employer and shall apply to all employees.

76. PERSONAL LEAVE

The provisions of this clause apply to an employee, other than one engaged as a casual employee. The entitlements of casual employees are set out in subclause (i) – Casual Employees – Caring Responsibilities.

(a) Definitions

The term 'immediate family' includes:

(i) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and

(ii) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(b) Amount of Paid Personal Leave

(i) Paid personal leave is available to an employee, when they are absent:

(1) due to personal illness or injury; or

(2) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.

(ii) An employee (other than one engaged as a casual) 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.

(iii) The employee shall not be entitled in any year to personal leave in excess of 80 hours of ordinary working time. Provided that during the first three months of employment, personal leave shall accrue on the basis of 6.66 hours for each completed calendar month of service with the employer.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

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

(v) Personal leave shall accumulate from year to year so that any balance of the period specified in paragraph (b)(iii) of this clause which has in any year not been allowed to an employee by an employer as paid personal 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 personal leave prescribed in respect of that year.

(vi) An employer shall not be required to make any payment in respect of accumulated personal leave credits to an employee who is discharged or leaves his/her employment, or for any time an employee is absent from work without producing satisfactory evidence of personal illness.

(c) Personal Leave for Personal Injury or Sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

(d) Personal Leave to Care for an Immediate Family or Household Member

(i) An employee is entitled to use up to 10 days personal leave, including accrued leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause.

Leave may be taken for part of a single day.

(ii) By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in paragraph (d)(i), beyond the limit set out in paragraph (d)(i). In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

(e) Employee Must Give Notice

(i) The employee shall, as soon as possible and where practicable within one hour of the commencement of the employee's normal working day, inform the employer of his/her inability to attend for work, and as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(f) Evidence Supporting Claim

(i) The employee shall prove to the satisfaction of the employer (or in the event of a dispute, the Tasmanian Industrial Commission), that he/she was unable on account of such illness or injury to attend for work on the day or days for which the personal leave is claimed.

(ii) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

(g) Personal Leave and Workers' Compensation

The employee shall not be entitled to such leave of absence for any period in respect of which he/she is entitled to workers' compensation.

(h) Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements of subclauses (e) and (f) are met.

(i) Casual Employees – Caring Responsibilities

Subject to the evidentiary and notice requirements in subclauses (e) and (f), casual employees are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Casual employees are not entitled to any payment for the period of non-attendance.

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

Tim Abey
COMMISSIONER

23 August 2006

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

APPENDIX

TRANSLATION OF OLD CLASSIFICATION STRUCTURE TO NEW BROADBANDED STRUCTURE

1. WAGE RATES

DIVISION A1 - PRODUCTION/FURNISHING TRADESPERSONS

OLD CLASSIFICATION	(PREVIOUS GRADING)	NEW LEVEL

(including wood machining, polishing assembling, etc. bedding, wire mattresses and bedspreads.)

(i) Classification Grades

Furniture Maker Grade A1	Grade 7	T 2
Furniture Maker Grade A	Grade 5a	T 1
Furniture Maker Grade B1	Grade 4	P 4
Furniture Maker Grade B	Grade 3	P 3
Furniture Maker Grade C	Grade 2	P 2
Furniture Maker Grade D1- more than 3 months service	Grade 2	P 2
Furniture Maker Grade D2 - inexperienced - less than 3 months service	Grade 1	P 1

(ii) Composition of Grades

Adult employees shall be classified in grades as provided in paragraph (i) of this subclause and such classified grades shall consist of the following designated classifications of labour.

Grade A1

*Inspector	Grade 7	T2

Grade A

*Examiner	Grade 5a	T1
*Machinist 'A' Grade, ie	Grade 5a	T1

1 A tradesman who is capable of and may be called upon to grind cutters and/or set up and operate the following machines:

(a) Lindeman or similar jointer
(b) Moulder
(c) Router or who works freehand
(d) Shaper or who works freehand

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(e) Edgebander, double edgebander and/or double ended TENONER

(f) Computerised automatic two dimensional dividing and squaring saw

(g) V-grooving machine

(h) Vinyl or melamin laying machine

(i) Multi-headed boring machine (with three or more bits)

(j) V-line folding machine

(k) Automatic profile sander

(l) Longitudinal grooving machine

(m) Any programmed and/or computerised high output wood machine not already mentioned in (1)(a) to (l) above

2 (a) Wood turner who grinds cutters and/or sets up and operates or who works freehand

(b) Turner on copying or automatic lathe who sets up or who sets up and operates

*Polisher, including a tradesman who is responsible for the setting up and operation of a curtain coating machine		T1
*Cabinet Maker	Grade 5a	T1
*Wood Carver	Grade 5a	T1
*Chair Frame Maker	Grade 5a	T1
*Upholsterer, who is capable of and does spring canvas, first and second stuff cover and finish		T1
*Bedding making (excluding pillows, quilts, blankets and sleeping bags) Class 'A'	Gr 5a	T1

Grade B1

*Operator in charge of synthetic foam dispensing machine (in furniture factory)	Gr 4	P4

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

Grade B

*Assembler 1st class, ie an adult employee engaged in fitting together by nailing, screwing, gluing or fixing in any way machine jointer or finishing parts of furniture or cabinets and who in so doing, completely assembles an article or the main and substantial portion thereof. Grade 3 P3

*Machinist 'B' Grade ie

1 An employee engaged in setting up and operating the following machines or working freehand

(a) Band and/or jig saw
(b) Belt sander on veneers
(c) Buzzer
(d) Circular saw
(e) Dovetailer
(f) Glue jointer and/or automatic dowel driving machine
(g) Morticer
(h) Borer with less than three bits
(i) Planer
(j) Tenoner, other than double ended tenoner
(k) Thicknesser
(l) Triple drum sander or wide belt sander
(m) Mechanical cutting veneer guillotine
(n) Veneer press

2 An employee who operates the following machines:

(a) Double ended tenoner
(b) Multi-headed boring machine with three or more bits
(c) V-grooving machine
(d) Longitudinal grooving machine
(e) V-line folding machine
(f) Vinyl or melamin laying machine
(g) Computerised automatic two dimensional dividing and squaring saw
(h) Edge bander and/or double edge bander
(i) Any other programmed and/or computerised high output wood machine not already mentioned in 2(a) to (h) above

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

*Spray hand, engaged on finishing coats	Grade 3	P3
*Veneer cutter	Grade 3	P3
*Employee who sets up, adjusts and operates a buttoning machine	Grade 3	P3
*Bedding making (excluding pillows, quilts, blankets and sleeping bags) Class 'B'	Gr 3	P3
*Operator of quilting machine (other than on work coming within the Bedding Making Classifications)	Gr 3	P3

Grade C

*Stuff cover couch frame maker, i.e. an adult employee who makes frame on which the upholsterer covers all the woodwork except the legs and/or feet and of which the woodwork is prepared by machine	Gr 2	P2
*Assistant on synthetic foam dispensing machine (in furniture factory)	Gr 2	P2
*Assembler 2nd class i.e. an adult employee other than a utility worker engaged in assembling component parts of furniture cabinets or camping furniture	Gr 2	P2
*Machinist 'C' Grade i/e cutter operating an electric cutting machine, and/or sewing machine	Gr 2	P2
*Sprayhand, engaged on priming and/or undercoating and/or sealing and/or staining	Gr 2	P2
*Bedding making (excluding pillows, quilts, blankets and sleeping bags) Class 'C'	Gr 2	P2

Grade D

* Hand cutter and/or hand sewer of pillows, quilts cushions or the like	Grade 2	P2
*Utility worker	Grade 1	P1
*Veneer Matcher	Grade 1	P1

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

SUBDIVISION III - OTHER INDUSTRIES

OLD CLASSIFICATION	(PREVIOUS GRADING)	NEW LEVEL
A. Wood Machining and Polishing (including ornaments of wood and wooden toys)		
1. **Machinist 'A' Grade**, i.e.	Grade 5a	T1
(1) A tradesman who is capable of and may be called upon to grind cutters, and/or set up and operate the following machines:		
(a) Lindeman or similar jointer		
(b) Moulder		
(c) Router or who works freehand		
(d) Shaper or who works freehand		
(e) Edgebander, double edgebander and/or double ended tenoner		
(f) Computerised automatic two dimensional dividing and squaring saw		
(g) V-grooving machine		
(h) Vinyl or melamin laying machine		
(i) Multi-headed boring machine, with three or more bits		
(j) V-line folding machine		
(k) Automatic profile sander		
(l) Longitudinal grooving machine		
(m) Any programmed and/or computerised high output wood machine not already mentioned in 1(a) to (l) above.		

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(2) (a) Wood turner who grinds cutters and/or sets up and operates or who works freehand

(b) Turner on copying or automatic lathe who sets up or who sets up and operates.

2. **Machinist 'B' Grade**, i.e. Grade 3 P3

(1) An employee engaged in setting up and operating the following machines or working freehand:

(a) Band and/or jig saw

(b) Belt sander on veneers

(c) Buzzer

(d) Circular saw

(e) Dovetailer

(f) Glue jointer and/or automatic dowell driving machine

(g) Morticer

(h) Borer with less than three bits

(i) Planer

(j) Tenoner, other than double ended tenoner

(k) Thicknesser

(l) Tripledrum sander or wide belt sander

(m) Mechanical cutting veneer guillotine

(n) Veneer press

(2) An employee who operates the following machines:

(a) Double ended tenoner

(b) Multi-headed boring machine with three or more bits

(c) V-grooving machine

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(d) longitudinal grooving machine

(e) V-line folding machine

(f) Vinyl or melamin laying machine

(g) Computerised automatic two dimensional dividing and squaring saw

(h) Edgebander and/or double edgebander

(i) Any other programmed and/or computerised high output wood machine not already mentioned in (2)(a) to (h) above.

3.	Utility Worker - more than 3 months service	Grade 2	P2
	Utility Worker - inexperienced - less than 3 months service	Grade 1	P1
4.	Polisher including a tradesman who is responsible for the setting up and operation of a curtain coating machine	Grade 5a	T1
5.	Spray Hand -		
	(a) Engaged on finishing coats	Grade 3	P3
	(b) Engaged on priming and/or undercoating and/or sealing and/or staining	Grade 2	P2
B.	**Blinds, Screens and Awnings**		
6.	Cutter of blinds (other than venetian blinds) or fixer and/or installer of blinds	Grade 3	P3
7.	Sewer of blinds, utility worker, and/or table hand	Grade 2	P2
C.	**Soft Furnishings**		
8.	Cutter and/or machinist of loose covers, curtains drapes or lampshades	Grade 3	P3
9.	Press operator (Hoffman type)	Grade 3	P3
10.	Examiner	Grade 2	P2
11.	Utility Worker - more than 3 months service	Grade 2	P2
	Utility Worker - inexperienced - less than 3 months service	Grade 1	P1

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

D. Pianos and Other Musical Instruments

12.	Piano tuner and/or action repairer	Grade 5a	T1
13.	Piano player mechanic	Grade 5(a)	T1
14.	Maker and/or repairer of musical instruments		T1
15.	Gluer-up of basic materials for musical instruments other than organs and pianos	Grade 2	P2

Organs

16.	Organ builder and/or erector	Grade 6	T2
17.	Metal pipe maker	Grade 6	T2
18.	Tuner and/or voicer	Grade 6	T2
19.	Woodworker	Grade 5a	T1

Picture Frames

20.	Composition and embossing machine operator who sets up and operates, including mixing of compositions	Grade 3	P3
21.	Cutter and joiner of picture frames	Grade 3	P3
22.	Gold leafer by hand, and/or hand colourer of picture frames and/or mouldings	Grade 3	P3
23.	Hand stainer of picture frames and/or mouldings	Grade 2	P2
24.	Utility worker - more than 3 months service	Grade 2	P2
	Utility worker - inexperienced - less than 3 months service	Grade 1	P1

G. Coffins

25.	Maker and/or polisher of coffins	Grade 5a	T1

H. Refrigerators (Other than Ice)

26.	Cabinet maker	Grade 5a	T1

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

27.	Painter and/or enameller, spray or brush		
	(a) on coats other than prime coats	Grade 5a	T1
	(b) on prime coats	Grade 4	P4
28.	Wet rubber	Grade 4	P4
29.	Assembler 2nd class, ie an adult employee other than a utility worker engaged in assembling component parts of refrigerator cabinets or wooden parts of refrigerators	Grade 2	P2
30.	Utility worker - more than 3 months service	Grade 2	P2
	Utility worker - inexperienced - less than 3 months service	Grade 1	P1

I. Wicker and Basket Ware

31.	Maker and/or repairer of wicker furniture and/or baskets	Gr 5a	T1

J. Baby Carriages, Dolls Carriages and Mobile Chairs

32.	Cabinet Maker	Grade 5a	T1
33.	Woodworker other than cabinet maker	Grade 3	P3
34.	Cutter	Grade 3	P3
35.	Pram body maker	Grade 3	P3
36.	Production welder, arc or electric (other than spot welder)	Grade 3	P3
37.	Upholsterer and/or wicker worker	Grade 3	P3
38.	Painter and/or sprayer		
	(a) engaged on finishing coats	Grade 3	P3
	(b) engaged on priming and/or undercoating and/or sealing	Grade 2	P2
39.	Assembler of baby carriages, dolls carriages or mobile chairs	Gr 2	P2
40.	Sewer and/or machinist	Grade 2	P2
41.	Utility worker - more than 3 months service	Grade 2	P2
	Utility worker - inexperienced - less than 3 months service	Grade 1	P1

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

K. Safety Glass

42.	Autoclave attendant	Grade 4	P4
43.	Beveller	Grade 5a	T1
44.	(a) Freehand cutting of glass to all shapes and for all purposes	Grade 5(a)	T1
	(b) Other hand cutting of glass	Grade 5(a)	T1
	(c) Automatic cutting machine operator	Grade 4	P4
45.	Edge grinder -		
	(a) By hand edger or on machine using diamond impregnated wheels (including allowance for wet work)	Grade 5(b)	T1
	(b) Other	Grade 4	P4
46.	Furnace operator (including allowance for hot work) Large plate-flat and intermittent flat furnaces	Grade 5b	T1
47.	Furnace operator's assistant (including allowance for hot work)	Grade 4	P4
48.	Scratch polisher - glasses of all shapes and sizes	Grade 4	P4
49.	Utility worker - more than 3 months service	Grade 2	P2
	Utility worker - inexperienced - less than 3 months service	Grade 1	P1

L. Inspecting and Examining

50.	Inspector	Grade 7	T2
51.	Examiner	Grade 5a	T1

M. Floor Finishing and Floor Coverings

52.	Floor finisher and/or floor coverer (Tradesman) i.e. an employee who is capable of all the following functions and is engaged upon work falling within those processes	Grade 5a	T1

(a) measuring, planning and cutting of carpets in the workroom and on-site

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

(b) the testing (wood and concrete) sanding, (rough and fine) polishing, underlaying, grinding levelling and sealing of floors

(c) the installation of seamless flooring, parquetry, cork, vinyl and linoleum

(d) the laying of stick down, broad loom and body carpets.

53. Floor sander and/or sealer, ie an employee engaged upon the cleaning up of wooden floors, the punching of nails and the application of sanding of wooden floors by machine or by hand an/or engaged upon the application of all types of sealers and plastic coatings on wooden floors.	Gr 2	P2
54. Carpet planner and/or layer of carpets, linoleum and other floor coverings	Grade 5a	T1
55. Sewer and/or gluer and/or seamer of carpets, linoleum or other floor coverings.	Grade 3	P3
56. Utility worker - more than 3 months service	Grade 2	P2
Utility worker - inexperienced - less than 3 months service	Gr 1	P1

DIVISION A2 GLASS (OTHER THAN SAFETY GLASS)

OLD CLASSIFICATION	NEW LEVEL
1. Inspector	G5
2. Examiner Tradesperson	G4
Examiner Non-Tradesperson	G3
3. Employee who is capable and is engaged on:	
(a) Silvering all types of glass used in the trade including preparation of the glass and silvering mixes and completion of the process.	G4
(b) Cutting all types of glass to all shapes for all purposes used in the trade.	G4
(c) Bevelling and/or brilliant cutting to own design on all types of glass used in the trade including maintenance of tools, stones, processing wheels etc	G4

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

	(d)	Glass bevelling of all types of glass including preparation of moulds from drawing or templates, placing of moulds in kilns and control of bending and annealing cycles.	G4
	(e)	Glazing, including fixing and fitting of glass and leadlights with putties, mastics, sealants, etc, or by patent glazing techniques in all locations including the fitting and fixing of fibre glass and spandrel panels.	G4
	(f)	Leadlights and/or sand-blasting including preparation of designs or stencils and who performs the functions necessary for designs or handpainting on glass including pencil hand embossing.	G4
4.		Shopfitter engaged in displaying, fixing or repairing in a building or shop, display units, cabinet shop, fittings and furniture for shops, offices, banking, private houses, and/or fabricating and/or fixing shop fronts and doors, aluminium windows and doors, shower screens and the like in houses, buildings, shops, offices, banking chambers, churches, courtrooms and the like.	G4
5.		Cutter, beveller, glazier, leadlighter, glass bender, or sandblaster other than those capable of performing all functions of 3(b), (c), (d), (e) or (f) above.	G4
6.		Utility Worker	
	(i)	with more than 3 months service	G2
	(ii)	up to 3 months service	G1
7.		Wrapper of finished products or employee not elsewhere provided for.	G2

This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

DIVISION B - CLERKS

Old Classification	New Classification
1st year adult service	Clerks Adult Entry Point
2nd year adult service	Clerical Assistant Grade 1
3rd year adult service	Clerical Officer Grade 2
Clerk in Charge of 2 employees	Clerical Officer Grade 4
Clerk in Charge of 3 or 4 employees	Clerical Officer Grade 4
Clerk in Charge of 5 or more employees	Administrative Officer Grade 5
6. Accountant or Chief Clerk	Administrative Officer Grade 6

(N.B. Transition to new structure shall be based on skill as opposed to years of service)

DIVISION C - DRIVERS

OLD CLASSIFICATIION	NEW CLASSIFICATION
Employee driving motor vehicle having maker's capacity -	
1.2 tonnes or less]	Driver up to 4.5 tonnes GVM
Over 1.2 tonnes but not over 3 tonnes]	
Over 3 tonnes but under 6 tonnes]	
6 tonnes and over but under 7 tonnes]	
7 tonnes and over but under 8 tonnes]	Driver over 4.5 tonnes GVM
8 tonnes and over but under 9 tonnes]	Up to 15 tonnes GVM
9 tonnes and over but under 10 tonnes]	
10 tonnes and over but under 11 tones	