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**TASMANIAN INDUSTRIAL COMMISSION**

Industrial Relations Act 1984  
s.23 application to vary an award

**Tasmanian Trades and Labor Council**  
(T6107 of 1996)

**PUBLIC ACCOUNTANTS AWARD**

**FULL BENCH:**

PRESIDENT F D WESTWOOD  
DEPUTY PRESIDENT A ROBINSON  
COMMISSIONER P A IMLACH

Award variation - vary meal allowance by deleting existing amount and inserting \$9 25 application approved - orders to issue operative from the ffpp on or after 22 March 1996

**ORDER BY CONSENT -**

**No. 1 of 1996  
(Consolidated)**

CLAUSE 29 IS VARIED AND THE AWARD IS CONSOLIDATED:

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## **1. TITLE**

This award shall be known as the "Public Accountants Award".

## **2. SCOPE**

This award is established in respect of the following groups of trades:

- (a) Public Accountant;
- (b) Trustee Company;
- (c) Sharebroker;
- (d) Building Society;
- (e) Company Manager;
- (f) Finance Company and/or Agency;
- (g) Commission Agent; Indent and Forwarding Agent; and/or Customs Agent;
- (h) Trade Protective Institute and/or Debt Collector; and
- (i) The Industry of a Credit Union.

## **3. ARRANGEMENT**

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### **DIVISION A - Employees Employed in the Office of Public Accountants**

### **DIVISION B - Employees Employed in Offices of –**

- (a) Trustee Company;**
- (b) Sharebroker;**
- (c) Building Society;**
- (d) Company Manager;**
- (e) Finance Company and/or Agency;**
- (f) Commission Agent, Indent and Forwarding Agent;  
and/or Customs Agent;**
- (g) Trade Protective Institute and/or Debt Collector; and**
- (h) The Industry of a Credit Union.**

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

This award shall come into operation from the first full pay period commencing on or after 22 March 1996.

### **5. SUPERSESSION AND SAVINGS**

This award incorporates and supersedes No. 3 of 1991 (Consolidated), No. 4 of 1991, No. 1 of 1992, No. 1 of 1993, No. 1 of 1994 and No. 1 of 1995.

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

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

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

- (a) all employers (whether members of a Registered Organisation or not) who are engaged in the industry specified in Clause 2 - Scope;
- (b) all employees (whether members of a Registered Organisation or not) for whom classifications appear in this award and who are engaged in the industry specified in Clause 2 - Scope;
- (c) the following organisation of employees in respect of whom award interest has been determined:-

the Australian Municipal, Administrative, Clerical and Services Union and the officers of that organisation and their members who are engaged in the industry specified in Clause 2 - Scope; and

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

the Tasmanian Chamber of Commerce and Industry Limited.

## **7. DEFINITIONS**

**'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.

**'Traineeships'** means a system under the Australian Traineeship System comprising structured on-the-job training with an employer and off-the-job training in a Technical and Further Education College or other training approved by the Training Authority of Tasmania.

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

**'Trainees'** shall be employees bound by a Training Agreement.

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**8. WAGE RATES**

**DIVISION A  
Employees employed in Office of Public Accountants**

1. ADULT EMPLOYEES

Adult employees shall be paid the undermentioned weekly wage rates:

(a) Employees studying for qualifications listed in subclause 4 hereof.

Years of Adult Experience	Base Rate \$	Safety Net Adjustment \$	Weekly Wage Rate \$
1st	311.30	16.00	327.30
2nd	323.80	16.00	339.80
3rd	336.80	16.00	352.80
4th	349.90	16.00	365.90
5th	360.80	16.00	376.80
6th	375.40	16.00	391.40
7th	393.60	16.00	409.60
8th	405.80	16.00	421.80
9th	418.90	16.00	434.90
10th	431.90	16.00	447.90

(b) Employees other than in (a) of this subclause

(i) Years of Adult Experience

1st	310.40	16.00	326.40
2nd	332.10	16.00	348.10
3rd	360.40	16.00	376.40

(ii) An amount of \$2.80 per week shall be paid to stenographers, audio-typists, accounting machine, tele-typists, computer, data processing, tabulating machine, card punch and verifier operators.

(iii) In addition to the wage rates prescribed in (b) of this subclause, employees of a classification hereunder shall be paid the following allowances:-

Employees in charge of and responsible for the work of -

2 employees	\$9.50 per week extra
3 or 4 employees	\$12.50 per week extra
5 or more employees	\$16.30 per week extra

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2. JUNIOR EMPLOYEES

The minimum weekly wage rates that may be paid to junior employees shall be the undermentioned percentages of the prescribed adult rate calculated to the nearest 10 cents:-

(a) Employees studying for qualifications listed in subclause 4 hereof -

	% of 1st Year Adult weekly wage rate paragraph 1(a) hereof (\$327.30)		Weekly Wage Rate	
	%	%	\$	\$
	(A)	(B)	(A)	(B)
16 - 17 years of age	48	55	157.10	180.00
17 - 18 years of age	58	65	189.80	212.70
18 - 19 years of age	68	74	222.60	242.20
19 - 20 years of age	78	82	255.30	268.40
20 - 21 years of age	89	92	291.30	301.10

Wage rates in column (A) are to be paid to employees who have not qualified for matriculation at a recognised University. Wage rates in column (B) are to be paid to employees who have so qualified for matriculation.

(b) Employees other than in (a) of this subclause:

	% of 1st Year Adult weekly wage rate paragraph 1(b) hereof (\$348.10)		Weekly Wage Rate
			\$
(i) Under 16 years of age	40		139.20
16 to 17 years of age	45		156.60
17 to 18 years of age	55		191.50
18 to 19 years of age	70		243.70
19 to 20 years of age	80		278.50
20 to 21 years of age	90		313.30

(ii) Junior stenographers and operators of comptometers and ledger posting machines shall be paid the following additional amounts per week.

	\$
Under 16 years of age	1.00
16 to 17 years of age	1.20
17 to 18 years of age	1.30
18 to 19 years of age	1.50
19 to 20 years of age	2.10
20 to 21 years of age	2.20

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- (iii) When determining the margin payable to an employee attaining the age of 21 years who has been employed as a junior clerk in the trades or groups of trades in respect of which awards of the Tasmanian Industrial Commission are established applicable to private industry employees, experience obtained after reaching the age of 18 years shall be counted as adult experience.

3. MINIMUM WAGE

- (a) Notwithstanding the provisions of subclause 1. hereof, no adult employee shall be paid less than the rate of \$257.40 per week.
- (b) Provided that payment for overtime, holiday and weekend penalties prescribed in this award shall not be taken into account in the calculation of such minimum weekly rate of wage.

Where a minimum weekly wage rate as aforesaid is applicable to an employee for work in ordinary hours, the same rate shall be applicable to the calculation of overtime and all other penalty rates, payments during sick leave and annual leave, and for all other purposes of this award.

4. ALLOWANCE FOR QUALIFICATION

- (a) Employees who have progressively passed or completed examinations prescribed by the following bodies shall, in addition to the amounts prescribed in subclauses 1. or 2. of this clause, be paid the amounts set out in the following scale with proportionate amounts for each subject within a group, stage or section.

Additional Amounts Per Week:	Stage 1	Stage 2	Stage 3	Stage 4	On Comple- tion
	\$	\$	\$	\$	\$
National Institute of Accountants	14.80	32.10			
Institute of Chartered Secretaries and Administrators	14.80	23.80	35.60	47.40	59.10
Institute of Chartered Accountants	11.80	29.60	44.50	59.10	
Aust. Society of Accountants T.C.A.E. or University Degree of Accounting or B. Ec.	11.80	29.60	44.50	59.10	
T.C.A.E. Diploma of Accounting	14.80	29.60	44.50		

Proviso - The allowances for qualifications listed above shall apply for one course of study only, i.e. if two or more qualifications are held the highest shall apply and shall in no way be cumulative.

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(b) An employee who is employed by a practising accountant, at 21 years of age or over without previous experience in such an office shall be paid the following percentages of the allowances prescribed in (a) of this subclause.

1st years experience	50%
2nd years experience	75%

Thereafter, the allowance prescribed for the appropriate classification.

Provided that an employee who has entered the employ of a practising accountant and who has not had 3 years experience before attaining the age of 21 years shall be paid the appropriate percentage of the allowance prescribed herein according to his years of experience.

**DIVISION B  
Employees employed in Office of**

- (a) Trustee Company;**
- (b) Sharebroker;**
- (c) Building Society;**
- (d) Company Manager;**
- (e) Finance Corporation and/or Agency;**
- (f) Commission Agent, Indent and Forwarding Agent and/or Customs Agent;**
- (g) Trade Protective Institute and/or Debt Collectors;**
- (h) The Industry of a Credit Union.**

1. EMPLOYEES

Except as prescribed in (b) of this subclause, employees of a classification hereunder mentioned shall be paid the amount assigned opposite that classification.

Years of Adult Experience	Base Rate	Supplementary Payment	Weekly Wage
	\$	\$	\$
<b>(a) Adults</b>			
1. 1st year's adult experience	310.40	16.00	326.40
2. 2nd year's adult experience	332.10	16.00	348.10
3. 3rd year's adult experience and thereafter	360.40	16.00	376.40
4. Chief clerk wholly responsible for the office work and who prepares the balance sheet and profit and loss account	479.30	16.00	495.30



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5. A clerk who is in charge of and responsible for the work of -

(i)	5 or more employees	425.90	16.00	441.90
(ii)	3 or 4 employees	409.50	16.00	425.50
(iii)	2 employees	401.30	16.00	417.30

**'Employee'** shall mean any male or female clerk, typist or stenographer and shall include the clerk-in-charge.

(b) Juniors

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

	% of 2nd Year Adult weekly wage rate paragraph 1(b) hereof (\$348.10)	Weekly Wage Rate \$
Under 16 years of age	40	139.20
16 to 17 years of age	45	156.60
17 to 18 years of age	55	191.50
18 to 19 years of age	70	243.70
19 to 20 years of age	80	278.50
20 to 21 years of age	90	313.30

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

(c) Additional Payments

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

	Amount \$
Under 16 years of age	1.00
16 to 17 years of age	1.20
17 to 18 years of age	1.30
18 to 19 years of age	1.40
19 to 20 years of age	1.90
20 to 21 years of age	2.10
21 years of age and over	2.80

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## **CONDITIONS FOR EMPLOYEES IN DIVISIONS A AND B**

### **9. 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 (less the period of annual leave).

(b) Annual Leave Exclusive of Public Holidays

If any of the holidays prescribed by Clause 17 - Holidays with Pay hereof, 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.

(c) Payment in Lieu Prohibited

Except as provided in subclause (h) hereof, payment shall not be made or accepted in lieu of annual leave.

(d) Time of Taking Leave

Annual Leave shall be given at a time fixed by the employer within a period not exceeding twelve months from the date when the right to annual leave accrued and after not less than two weeks' notice to the employee.

(e) Broken Leave

An employee has the prior right to take annual leave in one part if so desired, however, by mutual agreement between the employer and the employee annual leave may be taken in more than one part.

(f) Payment for period of leave

All employees, before going on annual leave, shall be paid the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on leave during the relevant period. In addition thereto, all employees, other than casual or part-time employees, shall be paid an amount equivalent to the minimum wage as prescribed in subclause 3 of Clause 8 of this award.

(g) Leave allowed before due date

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

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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 twelve months' continuous service in respect of which the leave was granted, the employer may, for each completed month of the qualifying period of twelve months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wage paid on account of the annual leave which amount shall not include any sums paid for any of the holidays prescribed by Clause 17 - Holidays with Pay.

(h) Proportionate Leave on Termination of Service

If after one month's continuous service in any qualifying twelve- monthly period an employee lawfully leaves his employment, or his employment is terminated by the employer through no fault of the employee the employee shall be paid at his ordinary rate of wage as follows:-

Twelve and a half hours for each completed month of continuous service.

## **10. CASUAL EMPLOYEES**

A casual employee for working ordinary time shall be paid per hour one- thirty-seventh and a half of the weekly rates prescribed for the work which he or she performs. on addition thereto a casual employee shall receive 20% of the ordinary hourly rate in respect of each hour for which he or she is paid; such additional amount to be payment in lieu of annual leave, sick leave and public holidays.

## **11. COMPASSIONATE LEAVE**

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

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

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

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## **12. CONTRACT OF EMPLOYMENT**

- (a) With the exception of employees engaged as casuals, all employment shall be by the week and the employment of an employee will not be terminated except for misconduct which would justify instant dismissal, without at least one (1) week's notice being given by the employer to the employee and the employee shall likewise give to the employer one week's notice of the intention to terminate such employment. If one (1) week's notice be not given by the employer or employee, one (1) week's wages shall be paid or forfeited as the case may be and in the case of misconduct, wages shall be paid up to the time of dismissal only.

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

- (b) The employer, in the event of misconduct, may, as an alternative to dismissal, suspend an employee without pay. The maximum period of suspension shall be one week. Should the employee not agree to the suspension, the union may refer the matter to the Tasmanian Industrial Commission. If upon examination the Tasmanian Industrial Commission forms the view that the suspension was harsh or unjust, it may vary the term or rescind the suspension.

## **13. ENTERPRISE AGREEMENTS**

- (a) Notwithstanding anything contained in this award, but subject to the provisions of this clause, an enterprise agreement may be entered into between an employer and all or some of the employees engaged by that employer.
- (b) An agreement shall be subject to the following requirements:
- (i) The majority of employees affected by the change must genuinely agree to the change.
  - (ii) The agreement taken as a whole shall not confer a lesser benefit to any employee than is available under the award.
  - (iii) The relevant union shall be advised by the employer of the intention to commence discussions with employees on an agreement under this clause.
  - (iv) The relevant union must be a party to the agreement.
  - (v) The relevant union shall not unreasonably oppose any agreement.
- (c) An enterprise agreement shall be signed by the parties, being the employer and the union, and contain the following:
- (i) The term of the agreement.
  - (ii) The parties covered by the agreement.

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- (iii) The classes of employees covered by the agreement.
  - (iv) The means by which a party may retire from the agreement.
  - (v) The means by which the agreement may be varied.
  - (vi) Where appropriate, the means by which any dispute arising in respect to the agreement may be resolved.
- (d) Any agreement which seeks to vary a provision of this award shall be referred to the Tasmanian Industrial Commission.

#### **14. ESTIMATING SERVICE**

In estimating the number of years' service of an employee in order to ascertain the minimum rate of wages to which such employee may be entitled, the total experience in the service of every employer in the trade or group of trades covered by this award shall be taken. In the case of part-time and casual employees, a "year's service" shall be deemed to be 1660 hours of actual service.

#### **15. HOURS**

- (a) The ordinary hours of work shall be an average of 37.5 hours per week averaged over a 28 day cycle.
- (b) The ordinary hours of work shall be between 8.00am and 6.30pm Monday to Friday inclusive.
- (c) Subject to sub-clause (a) by agreement between the employer and an employee, up to 10 hours may be worked on any day at ordinary time.
- (d) The hours of work prescribed by this clause shall, excepting for a meal break of not less than 45 minutes nor more than 75 minutes, be continuous on each day. Such meal break shall be taken between the hours of 11.30am and 2.30pm. By agreement between the employer and employee, the meal break may be less than 45 minutes but shall not be less than 30 minutes.
- (e) Except where overtime is worked for a period not exceeding one hour after normal finishing time, no employee shall work for more than 5 hours without a meal break of customary duration.

#### **16. HOLIDAYS AND SUNDAY WORK**

Double time shall be paid for all work performed on Sunday or on any of the holidays specified in Clause 17 - Holidays with Pay hereof.

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## **17. HOLIDAYS WITH PAY**

- (a) All employees (other than casuals and part-time employees mentioned in subclause (b) of Clause 21 - Part-time 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 (as defined), Recreation Day (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day. By agreement between the employer and an employee an alternative day may be observed in lieu of any of the holidays specified in subclause (a). This shall not apply in the case of Christmas Day, Boxing Day, New Year Day and Good Friday.
- (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 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.

## **18. OCCUPATIONAL SUPERANNUATION**

- (a) Contribution

An employer shall make a contribution equivalent to 3% of ordinary time earnings into an approved Superannuation Fund in respect of all eligible employees (as defined) as from 1 November 1989. Such earnings shall exclude overtime and allowances in the nature of a reimbursement (such as meal money).

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.

- (b) Casual and Part-time Employees

In the case of eligible casual and part-time employees, contributions shall be made where the employee works at least 38 hours over a Fund billing statement month.

- (c) Definitions

"Eligible Employee" shall mean an employee whether weekly, part-time or casual, who has had at least 3 months continuous service with an employer. An employee who has so qualified with one employer, subject to this award shall not be required to serve the qualifying period with any subsequent employer subject to this award.

"Approved Fund" shall mean a superannuation fund or scheme approved in accordance with the Commonwealth Operational Standards for Occupational Superannuation Funds.

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(d) Fund

Contributions determined in accordance with sub-clause (a) of this Clause shall, subject to sub-clause (e) of this Clause, be made into one of the following nominated approved funds:-

- (i) TASPLAN
- (ii) Accountants Superannuation Fund
- (iii) CARE

(e) Exemptions

- (i) An employer may make application to the Tasmanian Industrial Commission by 1 November 1989, to be exempt from the provisions of this award. Provided that such exemption shall only be granted to employers who provide superannuation into an approved fund in existence at 1 August 1989, which satisfies Commonwealth Operational Standards.
- (ii) Applications for exemption shall, in all instances, be made to the Tasmanian Industrial Commission for hearing in accordance with Section 29 of the Industrial Relations Act 1984. To facilitate this process prior consultation with the union may be sought by an employer.
- (iii) An employer who commences a new business after 1 November 1989, may make application for exemption in accordance with sub-clause (i) above. Such application must be made within one month of the commencement of operation of the new business.
- (iv) For the purposes of this clause, the following companies are exempt from contributing to either TASPLAN, Accountants Superannuation Fund and CARE as nominated in subclause (d) - Fund, and contributions shall be made in accordance with subclause (a) - Contribution, into the approved fund set out below:-

**Australian Retirement Fund**

- 1. Australian Stock Exchange

**Coopers & Lybrand Superannuation Fund**

- 1. Coopers & Lybrand

**The National Mutual Tailored Superannuation Fund**

- 1. Bass and Equitable Building Society

**Tasmanian Chamber of Commerce Industry Super Fund**

- 1. Atkinson & Gibson Accountants
- 2. CMR Services Pty Ltd
- 3. Eddy, Haworth Pty Ltd
- 4. French, Ling & Parker

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5. Garrotts Proprietary
6. Hart & Janson
7. James Ingles
8. Malcolm, Gray, Dawson Pty Ltd
9. Pinkard, Rawson & Rowe
10. Powell Van Zetten Pty Ltd
11. Saveloss Pty Ltd
12. Self Managed Super Funds Pty Ltd
13. Stuart J Isles & Accountants

## **19. OVERTIME**

All time worked before the time fixed for commencing work, or after the time fixed for ceasing work, or in excess of the ordinary hours, or in excess of the ordinary weekly hours, or on a Saturday shall be paid at the rate of time and a half for the first three hours and double time thereafter.

In computing overtime, each day's work shall stand alone.

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.

## **20. PARENTAL LEAVE**

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

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

(a) Nature of Leave

Maternity leave is unpaid leave.

(b) Definitions

For the purpose of this part:

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

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

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

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



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

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

(c) Eligibility for Maternity Leave

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

(d) Certificate

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

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

(e) Notice Requirements

- (i) An employee shall, not less than ten weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in paragraph (d)(i).
- (ii) An employee shall give not less than four weeks notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, produce to her employer the statutory declaration referred to in paragraph (d)(ii).

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- (iii) An employer by not less than 14 days notice in writing to the employee may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.
- (iv) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraph (ii) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(f) Transfer to a safe job

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

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

(g) Variation of Period of Maternity Leave

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

(h) Cancellation of Maternity Leave

- (i) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

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- (ii) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.
- (i) Special Maternity Leave and Sick Leave
- (i) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:
    - (1) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or
    - (2) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.
  - (ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under subclause (c) hereof.
  - (iii) For the purposes of subclauses (j), (k) and (l) hereof, maternity leave shall include special maternity leave.
  - (iv) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (f) hereof, to the position she held immediately before such transfer.

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

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(j) Maternity Leave and Other Leave Entitlements

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

(k) Effect of Maternity Leave on Employment

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

(l) Termination of Employment

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

(m) Return to Work After Maternity Leave

- (i) An employee shall confirm her intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (ii) An employee, upon returning to work after maternity leave or the expiration of the notice required by paragraph (i) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (f) hereof, to the position which she held immediately before such transfer or in relation to an employee who has worked part-time during the pregnancy the position she held immediately before commencing such part-time work.

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

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(n) Replacement Employees

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

**PART B - PATERNITY LEAVE**

(a) Nature of Leave

Paternity leave is unpaid leave.

(b) Definitions

For the purpose of this part:

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

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

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

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

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

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

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

(c) Eligibility for Paternity Leave

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

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

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

(d) Certification

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

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

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(e) Notice Requirements

- (i) The employee shall, not less than ten weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in subclause (d) hereof.
- (ii) The employee shall not be in breach of this subclause as a consequence of failure to give the notice required in paragraph (i) hereof if such failure is due to:
  - (1) the birth occurring earlier than the expected date; or
  - (2) the death of the mother or the child; or
  - (3) other compelling circumstances.
- (iii) The employee shall immediately notify his employer of any change in the information provided pursuant to subclause (d) hereof.

(f) Variation of Period of Paternity Leave

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

(g) Cancellation of Paternity Leave

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

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(h) Paternity Leave and Other Leave Entitlements

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

(i) Effect of Paternity Leave on Employment

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

(j) Termination of Employment

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

(k) Return to Work after Paternity Leave

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

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

(l) Replacement Employees

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



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

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

- (a) Nature of Leave

Adoption leave is unpaid leave.

- (b) Definitions

For the purpose of this part:

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

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

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

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

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

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

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

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(c) Eligibility

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

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

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

(d) Certification

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

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

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(e) Notice Requirements

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

(f) Variation of Period of Adoption Leave

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

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

(g) Cancellation of Adoption Leave

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

(h) Special Leave

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

(i) Adoption Leave and Other Entitlements

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

(j) Effect of Adoption Leave on Employment

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

(k) Termination of Employment

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

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

(l) Return to Work After Adoption Leave

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

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

(m) Replacement Employees

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

#### **PART D - PART-TIME WORK**

(a) Definitions

For the purposes of this part:

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

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

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

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

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

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

(b) Entitlement

With the agreement of the employer:

- (i) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- (ii) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- (iii) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
- (iv) In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

(c) Return to Former Position

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

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

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

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

(e) Pro Rata Entitlements

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

(f) Transitional Arrangements - Annual Leave

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

(g) Transitional Arrangements - Sick Leave

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

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(h) Part-time Work Agreement

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

(i) Termination of Employment

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

(j) Extension of Hours of Work

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

(k) Nature of Part-time Work

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



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(l) Inconsistent Award Provisions

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

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

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

(m) Replacement Employees

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

**21. PART-TIME EMPLOYEES**

- (a) Part-time employees engaged to work twenty or more hours per week shall be entitled to the holidays, annual leave and sick leave as prescribed in Clauses 9 (Annual Leave), 17 (Holidays with Pay) and 26 (Sick Leave) hereof, provided that payment therefor 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 one-thirty-seventh and a half of the relevant rate above set out.

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

## **22. PAYMENT OF WAGES**

Payment of wages shall be made at least twice in each month.

## **23. REST PERIOD**

Employees shall be allowed a rest period between the start of work and the midday meal break and rest period between the resumption of work after the midday meal break and the cessation of work for the day. One rest period shall be of ten minutes duration and one of five minutes duration to be taken at such times as may be mutually arranged between the employer and the employees.

Provided that an employee may be required to take the shorter rest period at the work station.

## **24. RIGHT OF ENTRY OF UNION OFFICIALS**

- (a) For the purposes of interviewing employees on legitimate union business, an officer of an organisation of employees, accredited as hereinafter provided, may enter the employer's premises during regular meal or crib-time of the employees on each day of the week on the following conditions:-
- (i) That he produces his authority to the employer or his appointed representative.
  - (ii) That he interviews employees only at recognised places where they are taking their meal or crib or at such other more convenient place agreed upon between the employer and the officers of the employee organisation.
  - (iii) That the accredited representative of the organisation does not visit the premises more than once in each week.
  - (iv) That if the employer alleges that a representative is unduly interfering with his work or is offensive in his methods, or is creating dissatisfaction amongst his employees, or is committing a breach of the previous conditions, the employer may refuse the right of entry, but the representative shall have the right to bring such refusal before the Secretary for Labour.

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- (b) An officer shall be a duly accredited representative of an organisation if he be the holder for the time being of a certificate which has not been cancelled or revoked, signed by the secretary and bearing the seal of the organisation and bearing the signature of the holder. The certificate shall be in the following form or in a form not materially different therefrom:

(Name of Organisation)

This is to certify that .....whose signature appears hereunder, is a duly accredited representative of the abovenamed organisation for the purpose of the Public Accountants Award.

.....

Secretary  
(SEAL)

.....

Signature of Holder  
of Certificate

(This certificate is strictly not transferable)

**25. SAVING**

Excepting as prescribed in Division A of Clause 8, an employee who, at the time of the making of this award was in receipt of a wage at a rate higher than that provided herein for the class of work performed, shall not be subject to a reduction thereto.

**26. SICK LEAVE**

- (a) An employee, other than one engaged as a casual, or a part-time employee mentioned in subclause (b) of Clause 21 - Part-time Employees, who is absent from work on account of personal illness or on account of injury by accident shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations -
  - (i) he shall not be entitled to such leave of absence for any period in respect of which he is entitled to workers' compensation;
  - (ii) he shall, 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 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.
  - (iii) he shall prove to the satisfaction of the employer (or in the event of a dispute, the Secretary for Labour) that he was unable on account of such illness or injury to attend for work on the day or days for which the sick leave is claimed;
  - (iv) he shall not be entitled in any year (whether in the employment of one or of more) to sick leave credit in excess of two weeks of ordinary working time.

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Provided that during the first three months of employment, such leave shall accrue on the basis of 6.25 hours for each completed calendar month of service with the employer.

- (v) For the purpose of administering paragraph (iv) of this sub- clause, an employer may, within one month of this award coming into operation or within two weeks of the employee entering his employment, require an employee to make a sworn declaration or other written statement as to what paid leave of absence has had from any employer during the then current year, and upon such statement the employer shall be entitled to rely and act.
- (b) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a) (iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave shall be credited to the employee and, subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year;
- (c) An employer shall not be required to make any payment in respect of accumulated sick leave credits to an employee who is discharged or leaves his employment, or for any time an employee is absent from work without producing satisfactory evidence of personal illness.

## **27. STRUCTURAL EFFICIENCY**

- (a) The parties to this award are committed to co-operating positively to increase the efficiency and productivity of enterprises and to enhance the career opportunities and job security of employees subject to the award.

Consistent with this objective consultative mechanisms shall be established appropriate to the size, structure and needs of the enterprise.

- (b) An employer may direct an employee to carry out such duties as are within the limits of an employee's skill, competence and training consistent with the classification structure of the award.

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.

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## **28. STUDY LEAVE**

- (a) Employees sitting for examinations for any of the bodies specified in subclause 4, (Division A) of Clause 8 of this award shall be allowed leave of absence without deduction of pay. Such leave of absence being sufficient to cover the duration of the examination and reasonable travelling time to and from the examination.
- (b) Employees studying for qualifications in any of the bodies specified in subclause 4, (Division A) of Clause 8 of this award shall be allowed sufficient leave of absence to attend prescribed lectures.

## **29. TEA MONEY**

An employee who has worked six hours or more during ordinary time and who is required to work overtime for more than two hours shall be paid a meal allowance of \$5.00. Provided that this allowance shall not be paid if the employee has received notice on the previous day that he will be required to work after the normal finishing time.

## **30. TRAINEESHIPS (ATS)**

- (a) Trainees shall be engaged for a period of twelve months as full-time employees, provided that trainees shall be subject to a satisfactory probation period of up to one month.
- (b) Where possible, traineeship positions should be additional to normal staff numbers provided that no existing weekly employees shall be displaced by a trainee.
- (c) A trainee will receive on-the-job training by the employer (or employers) as specified in the Training Agreement and off-the-job training will be provided through the Division of Technical and Further Education or such other institution approved by the Training Authority of Tasmania. Provided that the total of on and off-the-job training will not exceed five days per week.
- (d) The employer agrees that the overall training program will be monitored by officers of the Training Authority of Tasmania and training record books may be used as part of this monitoring process.
- (e) Time spent off-the-job on training shall be allowed without loss of continuity of employment.
- (f) Where the employment of a trainee by an employer is continued after completion of the "traineeship period", such "traineeship period" shall be counted as service for the purpose of the award.
- (g) Under normal circumstances overtime shall not be worked by trainees. However, when during a training period overtime is involved in the operation, overtime may be worked by the trainees. Where overtime is worked the normal allowances and penalty rates shall apply.

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- (h) The weekly wages payable to trainees (ATS) shall be determined by multiplying the appropriate junior rate as specified in Clause 8, Division A, subclause 2 and Division B, subclause 1(b) of this award by 39 (which represents the actual number of weeks spent on-the-job) and dividing that sum by 52.

The wage rate determined by this calculation shall in no case be less than the minimum rate prescribed by the Australian Traineeship System Guidelines. This figure is to be adjusted from time to time in accordance with National Wage Case Decisions.

**PROVIDED FURTHER** that trainees' rates shall be calculated in multiples of ten cents with any result of five cents or more being taken to next highest ten cent multiple.

- (i) Preference in continuation in employment shall be given to trainees should vacancies occur at the successful completion of the traineeship.
- (j) The union shall be afforded reasonable access to trainees for the purpose of explaining the role and functions of the union.
- (k) Trainees shall not perform higher duties unless in the course of their traineeship.
- (l) Trainees shall be exempt from action in respect to industrial disputes.

### **31. TRAVELLING TIME, ALLOWANCE AND BOARD**

- (a) An employee who is required to perform work at a place other than his usual place of work shall be paid all fares and reasonable travelling expenses, including \$4.90 for each meal, together with the cost of board and lodging, if the employee has to remain away from his home for a night.
- (b) An employee who is required to travel in connection with his employer's business shall be paid at ordinary rates up to a maximum of eight hours per day and thereafter at the rate of time and one half.
- (c) An employee who uses his own means of conveyance in travelling in connection with his employer's business shall be reimbursed at the rate of 7.9 cents per kilometre.

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- (d) In addition to the amounts prescribed under sub-sections (a), (b) and (c) hereof, an employee who is required to remain away from his normal place of residence for 4 nights or more shall be paid a living-away from home allowance of \$1.00 per night.

F. D. Westwood  
**PRESIDENT**

24 April 1996