

IN THE TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984

T.97 of 1985

IN THE MATTER OF AN APPLICATION BY THE
AUSTRALIAN TIMBER WORKERS' UNION TO
VARY THE TIMBER MERCHANTS AWARD

ORDER BY CONSENT:

No. 2 of 1986

THE TIMBER MERCHANTS AWARD IS VARIED AS FOLLOWS:

"PART II - CONDITIONS, "SECTION I - SAWMILLER, TIMBER MERCHANT AND/OR
TIMBER GETTER"

- (i) By deleting Clause 2 "PIECEWORK" and inserting in lieu thereof the following:

2. PIECEWORK

- (a) For the purposes of this award, a pieceworker shall mean an employee who, is not a weekly employee but who is engaged to work away from the employer's mill, yard or other place of business in or in connection with felling, hauling or other obtaining of logs or other timber at rates of remuneration depending only on the amount of work performed, irrespective of the hours or times concerned.
- (b) The remuneration payable to a pieceworker shall be fixed by agreement between the employee and his employer at rates which would enable such an employee of average capacity to earn, for an ordinary week's work, not less than 25 per cent above the appropriate weekly time rate for the class of work performed.

- (c) In addition to piecework rates, piecework fallers who, with the concurrence of the employer, supply, operate and maintain their own power saws shall be paid an allowance as may be agreed upon and on such conditions as relate to the use of such power saws as are agreed. Such allowance shall be a minimum of \$25.00 per week.
- (d) The following clauses of this award, which are not stated to apply only to weekly employees or do not specifically exclude pieceworkers, also shall not apply to pieceworkers:
- 3 - Travelling Allowance
 - 5 - Camping Allowance
 - 6 - Mixed Functions
 - 9 - Hours
 - 11 - Overtime, Saturday, Sunday and Holiday Payments
 - 24 - Shifting or Erecting Camp
- (e) Pieceworkers shall be paid at ordinary rates for time occupied shifting haulers from one landing to another except in cases where the piecework rates are arranged to include time occupied in shifting haulers.
- (f) When sleepers are being inspected whilst they are being loaded into trucks by pieceworkers and, at the request of the employer or of a Government inspector or of the buyer, the sleepers are turned for inspection or reinspection, the loaders shall receive turning rates whilst turning such sleepers and loading rates whilst loading such sleepers.
- (g) All logs felled or hauled at piecework rates shall be measured at the mill landing or elsewhere by agreement. Particulars of the logs so measured shall be given to the pieceworker at least once a fortnight unless otherwise agreed upon by the employer and employee and such particulars shall set out the name of the mill supplied, the name or names of the employees, the date, the brand, the length, the girth and the super feet of such logs scaled according to the prevailing practice. Provided that in respect of measuring red gum logs an agreement may be entered into between the state branch of the union and employers.

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

(ii) By deleting Clauses 7. "PAYMENT OF WAGES" to 13. "ANNUAL LEAVE" inclusive and inserting in lieu thereof the following:

7. PAYMENT OF WAGES

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

In the case of an employee whose ordinary hours of work arranged in accordance with paragraph 9A (a) (i) or (ii) of this Award so that he works 38 ordinary hours each week, wages shall be paid weekly according to the actual ordinary hours worked each week.

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

Subject to sub-clause (b) hereof, in the case of an employee whose ordinary hours of work are arranged in accordance with paragraph 9 A (a) (iii) or (iv) of this Award so that he works an average of 38 ordinary hours each week during a particular work cycle, wages shall be paid weekly according to a weekly average of 38 ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.

SPECIAL NOTE - EXPLANATION OF AVERAGING SYSTEM

As provided in this sub-clause an employee whose ordinary hours may be more or less than 38 in any particular week of a work cycle, is to be paid his wages on the basis of an average 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:

(1) Clause 9 A - Implementation of the 38 Hour Week provided, in paragraphs (a) (iii) and (iv) that in implementing a 38 hour week the ordinary hours of an employee may be arranged so that he is entitled to a day off, on a fixed day or rostered day basis, during each work cycle. It is in these circumstances that the averaging system would apply.

- (2) If the 38 hour week is to be implemented so as to give an employee a day off in each work cycle this would be achieved if, during a work cycle of 28 consecutive days (that is, over four consecutive weeks) the employee's ordinary hours were arranged on the basis that for three of the four weeks he worked 40 ordinary hours each week and in the fourth week he worked 32 ordinary hours. That is, he would work for 8 ordinary hours each day, Monday to Friday inclusive for 3 weeks and 8 ordinary hours on four week days only in the fourth week - a total of 19 days during the work cycle.
- (3) In such a case the averaging system applies. The weekly wage rate for ordinary hours of work applicable to the employee shall be the average weekly wage rates set out for the employee classification in Part I of this Award. This wage shall be paid each week even though more or less than 38 ordinary hours are worked that week.

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

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

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

(b) Absences from Duty

- (1) An employee whose ordinary hours are arranged in accordance with paragraphs 9A (a) (iii) or (iv) of this award and who is paid wages in accordance with sub-clause (a) hereof and is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave, jury service or any paid absence authorised by the employer) shall, for each day he is so absent, lose average pay for that day calculated by dividing his average weekly rate by 5.
- (2) An employee who is so absent from duty for part of a day shall lose average pay for each hour or part thereof he is absent at an hourly rate calculated by dividing his average daily pay by 8.
- (3) Provided when such an employee is absent from duty for a whole day he will not accrue a 'credit' because he would not have worked ordinary hours that day in excess of 7 hours 36 minutes for which he would otherwise have been paid. Consequently, during the week of the work cycle he is to work less than 38 ordinary hours he will not be entitled to average pay for that week. In that week, the average pay will be reduced by the amount of the 'credit' he does not accrue for each whole day during the work cycle his is absent.

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

Total of "credits" not accrued during cycle	x	<u>Average Weekly Pay</u> 38
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Examples

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

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

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

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

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

$$= \frac{1}{5} \text{ average pay} \\ \text{less } 1.6 \text{ hours x } \frac{\text{average weekly pay}}{38}$$

(c) Alternative Methods of Payment

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

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

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

(ii) Payment of Average Pay on Termination of Employment

In the case of an employee whose ordinary hours are arranged in accordance with Clause 9 A (a) (iii) or (iv) of this award and who is paid average pay and who has not taken the day off due to him during the work cycle in which his employment is terminated, the wages due to that employee shall include the total of credits accrued during the work cycle. Where the employee has taken a day off during the work cycle in which his employment is terminated, the wages due to that employee shall be reduced by the total of credits which have not accrued during the work cycle.

(e) Bush and Bush Sawmills

All wages due and payable to employees in the bush and at bush sawmills shall be paid in such manner as may be agreed upon between the employer, the employee and the Union; or, in default of such agreement: (i) Where a bank exists within five miles of the mill or place where the work is performed, weekly in cash at the mill or such place; or (ii) Where no bank exists within five miles of such mill or place, fortnightly in cash at such mill or place. Such payment shall not be delayed for more than four working days after the expiration of the period in respect of which the wages are due and payable.

(f) Cities and Towns

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

(g) Payment of Wages Upon Termination

Upon termination of the employment after the prescribed period of one week's notice of termination has been given by either the employer or the employee or where the period of notice is dispensed with in accordance with the provisions of sub-clause (c) of clause 8 of this award, all monies which are legally due shall be paid to the employee at the usual place of payment within 15 minutes of the ceasing time on the day of the termination of the employment, provided that if the usual place of payment be at the work in the bush, then such payment shall be made within 30 minutes of the usual ceasing time on the day of the termination of the employment at the usual place of payment. Should the employment be otherwise terminated the employer may retain any monies legally due to the employee until the time at which it would have been payable if the employment had not been terminated.

(h) Default in Payment of Wages

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

(i) Details of Pay

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

(j) Payment in Meal Break - On Request

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

(k) Waiting for Wages

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

(l) Payment by Cheque or into Account

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

8. TERMS OF ENGAGEMENT

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

- (a) An employee shall perform such work as the employer shall from time to time require on the usual days and within the prescribed hours, provided that until the seven days' notice of transfer to a lower grade, prescribed by sub-clause (b) of Clause 6 (Mixed Functions) hereof expires, such work shall be of or be paid as of a similar class to that usually performed by such employee.
- (b) Employment during the first two weeks shall be from day to day at the weekly rates prescribed except in the case of re-engagement within one month after the termination of a previous service of the employee under the employer.

- (c) Subject to the provisions of sub-clauses (b), (d), (e) and (f) hereof a week's notice in writing if so requested of the termination of employment shall be given to terminate such employment on the corresponding day of the following week or on any later day thereof and if the employment be terminated by either the employee or the employer without such notice a weeks' wages shall be paid or forfeited as the case may be. Notice given by an employer for more than 2 weeks in succession shall not be regarded as notice within the meaning of this Clause. Provided that in the case of work in the bush and at bush mills such notice may be dispensed with by the consent in writing of the employer and employee.
- (d) The employer may dismiss any employee without notice for malingering, inefficiency otherwise than through temporary illness, neglect of duty or misconduct, and pay the employee's wages up to the time of such dismissal only.
- (e) Notwithstanding anything elsewhere contained in this clause -
- (i) The absence of an employee from work for a continuous period exceeding 3 working days without the consent of the employer and notification to the employer shall be prima facie evidence that the employee has abandoned his employment.
 - (ii) Provided that if within a period of 14 days from his last attendance at work or the date of his last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of his employer that he was absent for reasonable cause, he shall be deemed to have abandoned his employment.
 - (iii) Termination of employment by abandonment in accordance with this sub-clause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer whichever is the later.
- (f) The employer may deduct payment for any full day the employee cannot be usefully employed because of any strike or because of any breakdown of machinery or because of any other stoppage of work for any reasonable cause subject to the following provisions.
- (i) The onus of proving reasonableness of the causes shall be on the employer.

- (ii) Where a stand-down continues beyond one week, the employee may terminate his employment without notice or forfeiture of a week's wages.
- (iii) The employer advises the Union Office of the commencement time and possible duration of the stand-down.
- (iv) Subject to any employee in the bush and in bush sawmills and in log sawmills outside cities and towns being ready, willing and available to work, nothing in this clause shall authorise deduction of payment for any time lost because the employee is prevented from working on account of rain, hail or snow, or on account of a shortage of logs where such shortage is due to rain, hail or snow.

(g) Support Staff

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

Provided that

- (i) Support staff shall not exceed a proportion of 1 to 8 employees employed under this Award in the retail sector receiving adult rates. Provided that with the agreement of the Union, employers employing less than eight such employees may engage one support staff.
- (ii) Prior to employing support staff the employer shall notify the State Branch of the Union of his/her intention (by registered letter), accompanied by a list of the total number of employees receiving adult rates of pay.
- (iii) Support staff employees shall not be engaged for more than twenty hours each week and shall be paid an hourly rate as provided in sub-paragraphs (1) and (2) of this paragraph:
 - (1) For each hour worked during ordinary hours the rate of pay shall be 1/38th of the appropriate weekly rate as prescribed in Part I of this award plus 20 per cent.
 - (2) Work exceeding 8 hours within the normal spread of hours will be paid at the appropriate penalty rates.

- (3) For work performed outside the hours prescribed in sub-clause (b) of Clause 9 of this Award, payment shall be 1 and 1/5 times the appropriate ordinary rate plus normal penalty rates, i.e. 1 and 1/2 times for the first two hours and double time from thereafter. This loading shall be in lieu of annual leave and other such like pay entitlements.
 - (4) Support staff employees subject to this clause shall be employed for a minimum of 8 hours in any one week, provided that such an employee may be employed for 4 hours only on a Saturday.
 - (5) Should a support staff employee's services not be required on the next working day, the employer shall inform the employee at the commencement of work the day immediately preceding the non-attendance day, failure by the employer to give such notice shall result in payment being made to the support staff employee for all ordinary hours the support staff would have worked.
 - (6) The provisions of clauses 20, Holidays; 21, Annual Leave; 21 A, Bereavement Leave; 22, Sick Leave; 22B, Jury Service Leave and 22D, Maternity Leave shall not apply to support staff employees.
- (h) Employer parties may employ watchmen or employees in box and case factories and in the making of sporting goods by the hour, and shall pay such employees at the rate per hour proportionate to the weekly wage plus 10 per cent with a minimum amount in respect of any employment on a day as for the full day. Provided that in the case of incentive workers the minimum amount payable shall be as if the employment shall have continued throughout the working hours of the day on which the employment occurs, payable at a rate per hour proportionate to such weekly rate plus 22 and 1/2 per cent.

9. HOURS

- (a)
 - (i) Having regard to Clause 9 A - Implementation of a 38 Hour Week, and subject to the exceptions hereinafter provided, the ordinary working hours shall not exceed an average of 38 per week throughout the industry.
 - (ii) Provided that where employees are employed in a mixed industry (as defined) their hours of work shall be uniform with those prevailing in such industry.

(b) Fixing the Ordinary Hours of Work

- (i) The ordinary hours of work shall be worked on one of the following bases:-
- (1) 38 hours within a work cycle of one week;
 - (2) 76 hours within a work cycle of two weeks;
 - (3) 114 hours within a work cycle of three weeks;
 - (4) 152 hours within a work cycle of four weeks.
- (ii) The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week, Monday to Friday inclusive.
- (iii) The ordinary hours of work prescribed herein shall be worked continuously, except for mealbreaks, between 6.30am and 6.00pm. Provided that the usual starting and finishing times once fixed may be altered by mutual agreement between the employer and the employees in the establishment or section or sections concerned.
- Provided further that work done by agreement between the employer and the employee concerned prior to the spread of hours fixed in accordance with this sub-clause for which overtime rates are payable shall be deemed for the purposes of this sub-clause to be part of the ordinary hours of work.
- (iv) Except by agreement between the employer, the majority of employees concerned and the State Branch of the Union the ordinary hours of work shall not exceed 8 hours per day.

(c) Work Outside Ordinary Hours of Work

All time worked before or after the usual ordinary hours of work, fixed by agreement or otherwise, shall be paid for in accordance with sub-clause (a) of Clause 11 of this award.

(d) Lunch Break

- (i) One hour or such other time as may be agreed upon shall be allowed for a lunch break provided that an employee shall not be required to work more than five ordinary hours without a break for a meal.

- (ii) In any establishment where the ordinary hours of work are worked on the basis of 4 days of 8 ordinary hours each one day of 6 ordinary hours in a weekly work cycle, by agreement between the employer and the majority of employees concerned the 6 ordinary hour day may be worked without a lunch break.
- (iii) All work done during an employees lunch break shall be paid for at double time rates of pay. For work performed thereafter until a lunch break is allowed time and one half rates shall be paid.
- (iv) An employer may fix more than one time at which his employees may commence their lunch break. However, an employee's lunch break once fixed, shall only be altered (except in the case of an emergency) by mutual agreement or by at least 7 days notice of the intended change given to the employees and the State Branch of the union.

(e) Shiftworkers

The hours for shiftworkers shall be as prescribed by Clause 10 of this award.

(f) Exceptions

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

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

9A. IMPLEMENTATION OF 38 HOUR WEEK

(a) Methods of Working 38 Hour Week

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

- (i) By employees working less than 8 ordinary hours each day; or

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

(b) Method to be Determined by Agreement

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

(c) Procedure Where Agreement Not Reached

Should agreement not be reached then:

- (i) the matter shall be referred to the State Branch of the Union and the relevant employer organisation respectively; and
- (ii) where the matter is not resolved at that level the matter be referred to the Tasmanian Industrial Commission for

determination.

(d) Notice of Days Off

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

(e) Substitute Days

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

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

(f) Work on Rostered Day Off

Unless a rostered day off is substituted for another day off in accordance with sub-clause (e) work performed on the rostered day off will be paid for in accordance with Clause 11.

(g) Different Methods in One Establishment

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

9B. PROCEDURES FOR IN-PLANT DISCUSSIONS
IN RELATION TO 38 HOUR WEEK

- (a) Procedures shall be established for in-plant discussions, the objective being to agree on the method or methods of implementing a 38 hour week in accordance with Clauses 9 and 9A of this award and to implement cost saving practices agreed to in relation to introducing the 38 hour week.
- (b) The procedures should make suggestions as to the recording of understandings reached and methods of communicating agreements and understandings to all employees, including the overcoming of language difficulties.
- (c) The procedures should allow for the monitoring of agreements and understandings reached in-plant.
- (d) In cases where agreement cannot be reached in-plant in the first instance or where problems arise after initial agreements or understandings have been achieved in-plant, a formal monitoring procedure shall apply. The basic steps in this procedure shall be as prescribed by sub-clause (c) of Clause 9A.

10. SHIFTWORK

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

- (a) (i) The method of working shifts shall be agreed between the employer, the majority of the employees concerned and the State Branch of the Union.

- (ii) In the event of a day worker commencing afternoon or night shift work at the instruction of the employer without 7 days notice the employer shall pay time and one half rates for all ordinary time worked until such 7 days notice would have expired. Such extra rate shall be in substitution for the shift allowance.

(b) Definitions

For the purpose of this clause:

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

(c) Hours - Continuous Shift Work

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

(d) Hours - Other than Continuous Work

- (i) Subject to Clause 9A and Clause 9B the ordinary hours of shift workers not on continuous work, as defined in sub-clause (b) hereof, shall average 38 hours per week and shall not exceed 152 hours in 28 consecutive days. The ordinary hours prescribed herein may be worked on any day or all of the days of the week, Monday to Friday inclusive.
- (ii) Such ordinary hours shall be worked continuously except for a meal break which shall not be counted as time worked.

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

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

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

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

(e) Rosters

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

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

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

(f) Variations By Agreement

- (i) Subject to sub-clauses (c) and (d) hereof the method of working shifts may be varied as to all or a section of employees by agreement between the employer, the majority of employees concerned and the State Branch of the Union to suit the circumstances of the establishment.
- (ii) The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer, the majority of the employees concerned and the State Branch of the Union to suit the circumstances of the establishment. In the absence of agreement the matter may be referred to the Tasmanian Industrial Commission for determination.

(g) Shift Work Allowances

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

(h) Saturday Work - Continuous Shift

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

(i) Sundays and Holidays

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

1. Sundays - double time

2. Holidays (a) Continuous Shift Workers -
double time

(b) Non-Continuous Workers -
double time and 1/2

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

(iii) In the case of a shift worker whose ordinary hours of work are arranged in accordance with sub-clause (a) (iii) or (iv) of Clause 9A the weekday to be taken off shall not coincide with a holiday fixed in accordance with Clause 12. Provided that, in the event that a public holiday is prescribed after an employee has been given notice of a weekday off in accordance with sub-clause (d) of Clause 9A and the holiday falls on such weekday the employer shall allow the employee to take a day off in lieu on an alternative week day.

(j) Overtime - Shift Workers

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

1. If on continuous work, at the rate of double time.

2. If on other than continuous work, at the rate of time and a half for the first two hours on any one day, at the rate of double time thereafter.
3. Except in each case when the time is worked:-
 - (a) By arrangement between the employees themselves; or
 - (b) For the purpose of effecting the customary rotation of shifts; or
 - (c) On a shift to which an employee is transferred on short notice as an alternative to standing down the employee in circumstances which would entitle the employer to deduct payment for a day in accordance with clause 8(f) of this award.

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

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

(k) Termination of Shift

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

(l) Daylight Saving

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

(i) Commencing before the time prescribed by the relevant legislation for the commencement of a summer time period, and

(ii) Commencing on or before the time prescribed by such legislation for the termination of a summer time period.

Shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set at the time fixed pursuant to the relevant State Legislation.

In this sub-clause the expression "standard time" and "summer time" shall bear the same meaning as prescribed by the relevant State Legislation.

11. OVERTIME, SATURDAY, SUNDAY AND HOLIDAY PAYMENTS

(a) Payment for Working Overtime

(i) Except as otherwise provided in this award, all time worked outside the spread of hours prescribed in clauses 9 and 10 of this award or in excess of the ordinary daily or shift number of hours prescribed therein or elsewhere, shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

(ii) In computing overtime each day's work shall stand alone.

- (iii) For the purpose of this clause ordinary hours shall mean the hours fixed in an establishment in accordance with clauses 9, 9a, 9b and 10 of this award.
- (iv) When computing overtime the hourly rate shall be determined by dividing the appropriate weekly rate by 38, even in cases when an employee works more than 38 hours per week.

(b) Rest Period After Overtime

- (i) When overtime work is necessary, it shall, whenever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.
- (ii) An employee (other than a casual employee) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not at least ten consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (iii) If on the instructions of his employer such an employee resumes or continues work without having had such ten consecutive hours off duty, he shall be paid at double rates for such period until he is released from duty and he shall then be entitled to be absent until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (iv) The provisions of this sub-clause shall apply in the case of shiftworkers as if eight hours were substituted for ten hours when overtime is worked:
 - (1) For the purpose of change shift rosters; or
 - (2) Where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
 - (3) Where a shift is worked by arrangement between the employees themselves.

(c) Meals and Meal Allowances

- (i) An employee required to work overtime for two hours or more without being notified the day before that he will be so required to work shall either be supplied with a meal by his employer or paid \$4.40 for the first meal and for each subsequent meal after each further four hours overtime where the employee is required to continue working after each four hours but such payment need not be made to employees living in the same locality as their place of employment who can reasonably return home for meals.
- (ii) Unless the employer advises an employee on the previous day that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the employer shall provide such second and/or subsequent meals or make payment in lieu thereof as above prescribed.
- (iii) If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised he shall be paid as above prescribed for the meal or meals provided.

(d) Crib Breaks

(i) Outside Ordinary Hours:

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

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

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

Provided that where a day worker on a five day week is required to work overtime on a Saturday the first prescribed crib time shall if occurring between 10a.m. and 1p.m. be paid at ordinary rates.

- (iii) Sundays and Public Holidays: An employee, not engaged on continuous shift work, working on a Sunday or public holiday shall be allowed a crib time of twenty minutes without deduction of pay after each four and a half hours of work, if the employee continues work after such crib time. Provided that where a day worker is required to work on a Sunday or public holiday the first prescribed crib time shall, if occurring between 10a.m. and 1 p.m., be paid at ordinary rates.

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

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

(f) Payment for Work on Saturdays

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

(g) Payment for Work on Sundays

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

(h) Payment for Work on Holidays

Except as prescribed by sub-clause (d) of Clause 12 all work performed by weekly employees (other than watchmen) on holidays, on the instructions of the employer, shall be paid for at the rate of double time and a half with a minimum payment as for three hours at such rate. Such double time and a half shall include the ordinary rate of pay where due under Clause 12 for ordinary hours of work.

(i) Call Back

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

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

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

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

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

12. HOLIDAYS

(a) (i) All weekly employees (except piece-workers, grooms, feeders and watchmen) shall be entitled to holidays without deduction of pay on the following days, provided that if any other day be by a State Act of Parliament or State Proclamation, substituted for any of the said holidays the day so substituted shall

be observed in lieu thereof: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, Regatta Day. (Provided that for employees employed beyond a radius of 25 miles of the G.P.O. Hobart, another day may, by agreement between the employer and the Union, be substituted for Regatta Day), Show Day (by agreement between the employer and the majority of employees another day may be substituted for Show Day).

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

(ii) Day off Falling on a Holiday

In the case of an employee whose ordinary hours of work are arranged in accordance with sub-clause (a) (iv) or (v) of Clause 9A the weekday to be taken off shall not coincide with a holiday fixed in accordance with this clause. Provided that, in the event that a holiday is prescribed after an employee has been given notice of a weekday off in accordance with sub-clause (d) of Clause 9A and the holiday falls on such week day the employer shall allow the employee to take a day off in lieu on an alternative weekday.

- (b) Each groom or feeder and each watchman, shall be entitled to a day in lieu of each public holiday worked, provided that such day shall be taken at such time as may be mutually agreed upon between the employer and the employee concerned.
- (c) Employees employed in the bush or at sawmills in the bush (other than piece-workers, grooms, feeders and watchmen) in lieu of being granted the foregoing holidays as they occur may, by agreement between the employer and the majority of employees concerned, take a day or days in lieu at a time mutually agreed upon between such employer and employees.

- (d) Where an employee is absent from his employment on the working day before or the working day after a public holiday or group of public holidays to which he is entitled, and such absence is without reasonable cause, proof whereof shall be upon the employee, he shall not be entitled to payment for the holiday immediately succeeding or immediately preceding his absence, as the case may be. Provided that for any work performed by such employee during ordinary working hours on such public holidays or holidays he shall be paid at ordinary rates.
- (e) Where consequent upon any visit to Australia of Her Majesty the Queen or any other member of the Royal Family a public holiday is proclaimed by Order in Council or otherwise gazetted by the Authority of the Commonwealth or of the State Government such day shall within the defined locality be deemed to be a holiday for the purposes of this award: Provided that an employee shall not be entitled to the benefit of more than one holiday consequent upon such visit.

13. ANNUAL LEAVE

(a) Period of Leave

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

(b) Seven-Day Shift Workers

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

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

(c) Annual Leave Exclusive of Public Holidays

Subject to this sub-clause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by Clause 12 (Holidays) hereof, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of his annual leave time equivalent to the ordinary time which the employee would have worked if such a day had not been a holiday.

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

(d) Broken Leave

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

(e) Calculation of Continuous Service

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

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

In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this sub-clause shall inform the employer in writing, if practicable, within 48 hours of the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness, injury or cause, and the estimated duration of his absence. A notification given by an employee pursuant to sub-clause (a) (ii), Clause 15, (Sick Leave) hereof shall be accepted as notification under this sub-clause.

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

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

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

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

(f) Successor or Assignee

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

(g) Calculation of Month

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

(h) Leave to be Taken

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

(i) Time of Taking Leave

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

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

(j) Leave Allowed Before Due Date

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

Where annual leave or part thereof has been granted to an employee pursuant to this sub-clause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months continuous service in respect of which the leave was granted; and the amount paid by the employer to the employee for the annual leave or part so taken in advance exceeds the amount which the employer is required to pay to the employee pursuant to sub-clause (1) of this clause the employer shall not be liable to make any payment to the employee under sub-clause (1) of this clause, and shall be entitled to deduct the amount of excess from any remuneration payable to the employee upon the termination of the employment.

(k) Payment for Period of Annual Leave

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

Provided that payment for the period specified in sub-clause (a) of this clause shall not exceed 152 ordinary hours.

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

(1) Loading on Annual Leave

- (1) During a period of annual leave an employee shall receive a loading calculated on the rate of wage prescribed by clause 1, or clause 3, Section I, Part I, as appropriate in the following manner:-

- (a) Day Workers - An employee who would have worked on day work only had he not been on leave shall receive a loading of 17 and 1/2 per cent.
- (b) Shift Workers - An employee who would have worked on shift work had he not been on leave and who would not have been entitled to a shift premium or whose shift premium payable in accordance with sub-clause (k) would have been less than 17 and 1/2 per cent of the rate of wage specified in this sub-clause shall receive a loading of 17 and 1/2 per cent in lieu of the said shift premium.
- (2) The loading prescribed by this sub-clause shall not apply to any public holiday occurring during a period of annual leave.
- (3) The loading prescribed by this sub-clause shall, upon termination of the employment for any reason, also apply in respect of leave not taken for a full 12 months qualifying period of service by the employee with his employer.
- (4) The loading prescribed by this sub-clause shall not apply to proportionate payment on termination under sub-clause (m) except in the case of an employee with not less than 3 months service with an employer whose services are terminated by the employer through no fault of the employee.

(m) Proportionate Payment on Termination

If after one month's continuous service an employee leaves his employment or his employment is terminated by the employer he shall be paid, subject to the provisions of sub-clause 8(c) of the award:

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

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

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

(n) Close Down

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

- (i) He may, by giving not less than 3 months notice (or a lesser period of notice agreed upon by the employer and the Secretary of the State Branch of the Union or his accredited representative) of his intention to do so, either close down for one period or for 2 separate periods or where the employer and employee concerned so agree in 3 separate periods provided that the Secretary of the State Branch of the Union is notified of such agreement by registered letter at least 14 days prior to such third separate period of annual leave proposed to be taken by the employee (hereinafter referred to as the first, second or third close down) in accordance with sub-clause (d) hereof; provided that in lieu of a second or third close down he may grant any leave due and not taken at the first close down within a period not exceeding 9 months from the date the right to annual leave accrued in one or two separate further periods subject to agreement as aforesaid and notification to the State Branch of the Union as aforesaid in the case of the leave being taken in 3 separate periods and after not less than one month's notice to the employee.
- (ii) Each employee affected shall be credited for each completed month of continuous service prior to the beginning of the first full pay period on or after 30 May, 1985, one third of the relevant weekly rate applicable to the employee concerned and for each completed week of continuous service worked from the end of the last completed month of service prior to the beginning of the first full pay period on or after 30 May, 1985, 2.923 hours pay for which leave has not already been given during the twelve months ending on 31st December in each year.

- (iii) Except to the extent that an employee has leave to his credit under the provisions of paragraph (ii) of this sub-clause at the date of the close down, he shall be stood off without pay during the period of any close down.
- (iv) Except where annual leave is allowed before the due date in accordance with sub-clause (j) the next 12 monthly period for each employee affected by such close down shall commence on 1 January.
- (v) All time during which an employee is stood off without pay in a close down period shall, for the purpose of annual leave credits, be deemed to be time worked.
- (vi) If in the first year of his service with an employer an employee is allowed proportionate annual leave under this sub-clause and subsequently within such year lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, he shall be entitled to the benefit of sub-clause (m) hereof subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.
- (vii) Where a close down is observed during the Christmas New Year period the leave granted shall not be less than 14 consecutive days, exclusive of public holidays except that where an employee is not entitled to 14 consecutive days leave at such close down, he may be granted leave then accrued in accordance with paragraph (ii) of this sub-clause.
- (viii) The minimum period of a close down provided in paragraph (vii) of this sub-clause may be reduced to not less than 7 consecutive days, exclusive of public holidays, upon the request of the majority of employees concerned and approved by the State Branch of the Union.

- (iii) By deleting Clause 15 "Sick Leave" and inserting in lieu thereof the following:-

15. SICK LEAVE

(a) Amount of Leave

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

- (i) He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation.
- (ii) He shall within 24 hours of commencement of such absence inform the employer, in writing if practicable, of his inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- (iii) He shall prove to the satisfaction of his employer (or in the event of a dispute to the Tasmanian Industrial Commission) that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed. For such purpose the employer may require an employee to make a statutory declaration verifying the cause of his absence.
- (iv) An employee shall be entitled to 40 hours sick leave during his first sick leave year, and to 64 hours sick leave from the commencement of each subsequent sick leave year.
- (v) He shall not be entitled to paid leave in excess of 10 hours during the first 3 months of his employment with an employer and a further 10 hours during the second 3 months of such employment. Provided that should his employment continue beyond 6 months he shall be paid for the leave for which he would otherwise have been entitled to be paid except for the limitations prescribed by this paragraph and for which payment has not previously been made.

- (vi) Subject to the provisions of sub-clause (b) hereof, untaken sick leave shall accumulate from year to year and, it shall be available to an employee in any subsequent year of employment.

(b) Payment of Untaken Sick Leave

(i) Basis of Payment

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

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

(ii) Time of Payment

The date upon which an employee shall be entitled to payment under this sub-clause shall be:-

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

(iii) Statement of Employee's Sick Leave Credits

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

(c) Sickness on a Rostered Day Off

Where an employee is sick or injured on the day he is to take off in accordance with paragraphs 9 A (a) (iii) or (iv) of this award he shall not be entitled to paid sick leave for that day nor will his sick leave entitlements be reduced as a result of his sickness or injury that day.

(d) General Conditions

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

- (iv) By deleting Clause 25 "SUPPLY OF TOOLS" and inserting in lieu thereof the following:-

25. SUPPLY OF TOOLS

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

- (v) By deleting Clause 27 "DAMAGE TO CLOTHING OR TOOLS" and inserting in lieu thereof the following:-

27. DAMAGE TO CLOTHING OR TOOLS

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

- (vi) By deleting Clause 30 "SHOP STEWARDS" and inserting in lieu thereof the following:-

30. SHOP STEWARDS

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

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

- (vii) By deleting Clause 31 "REFERENCE OF DISPUTES" and inserting in lieu thereof the following:-

31. REFERENCE OF DISPUTES

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

SECTION II - "CLERKS AND SALES ASSISTANTS"

- (i) Clause 3 "SATURDAY, SUNDAY AND HOLIDAY WORK" - delete this clause and insert in lieu thereof the following:-

3. SATURDAY, SUNDAY AND HOLIDAY WORK

- (a) For all time worked on a Saturday, payment shall be made as follows -
- (i) where the employer's business premises are regularly open for normal business and require manning on Saturday, payment shall be made at the rate of double time with minimum payment as for 3 hours worked.
 - (ii) where the employer's business premises are not open for normal business, payment shall be made at the rate of one and one half times the ordinary rate for the first 2 hours and double time thereafter.
- (b) Double time shall be paid for all work done on Sundays with a minimum payment as for 3 hours worked and double time and one half with a minimum payment as for 3 hours worked on any of the holidays mentioned in Clause 4 of this section.

- (ii) Clause 4 "HOLIDAYS" - delete this Clause and insert in lieu thereof the following:-

4. HOLIDAYS

- (a) All weekly employees shall be entitled to holidays without deduction of pay on the following days, provided that if any other day be by a State Act of Parliament or State Proclamation, substituted for any of the said holidays the day so substituted shall be observed in lieu thereof: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, Regatta Day (south of Oatlands only), Recreation Day (north of Oatlands only), Show Day (By agreement between the employer and the majority of employees another day may be substituted for Show Day). Provided further that in the case of an employee with at least 3 months service with an employer whose services are terminated by the employer through no fault of the employee within 14 days prior to a holiday and who is re-engaged by such employer within 14 days after such holiday or in the case of an annual leave close down within 14 days after resumption of work, he shall be paid for any such holiday the amount he would have received had his employment not been terminated.
- (b) Employees employed in the bush or at sawmills in the bush in lieu of being granted the foregoing holidays as they occur may, by agreement between the employer and the majority of employees concerned, take a day or days in lieu at a time mutually agreed upon between such employer and employees.
- (c) Where consequent upon any visit to Australia of Her Majesty the Queen or any other member of the Royal Family a public holiday is proclaimed by Order in Council or otherwise gazetted by the Authority of the Commonwealth or of the State Government such day shall within the defined locality be deemed to be a holiday for the purposes of this award: Provided that an employee shall not be entitled to the benefit of more than one holiday consequent upon such visit.

- (iii) Clause 5 "ANNUAL LEAVE" - delete this clause and insert in lieu thereof the following:-

5. ANNUAL LEAVE

(a) Period of Leave

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

(b) Annual Leave Exclusive of Public Holidays

Subject to this sub-clause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by Clause 4 (Holidays) of Section II hereof, and if any such holiday falls within an employees period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day the ordinary time which the employee would have worked if such a day had not been a holiday.

(c) Broken Leave

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

(d) Calculation of Continuous Service

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

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

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

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

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

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

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

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

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

(e) Successor or Assignee

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

(f) Calculation of Month

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

(g) Leave to be Taken

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

(h) Time of Taking Leave

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

Provided that where the annual leave is given in two or three parts in accordance with sub-clause (d) of this clause, the first part of the leave shall be given within a period not exceeding 6 months from the date the right to annual leave accrued, and after not less than one month's notice to the employee, and the second and/or third part of the leave shall be given within a period not exceeding 9 months from the date the right to annual leave accrued and after not less than one month's notice to the employee.

(i) Leave Allowed Before Due Date

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

Where leave has been granted to an employee pursuant to this sub-clause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months continuous service in respect of which the leave was granted, the employer may for each one complete month of the qualifying period of 12 months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wages paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by Clause 4 (Holidays) hereof.

(j) Payment for Period of Annual Leave

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

(k) Loading on Annual Leave

- (1) During a period of annual leave an employee shall receive a loading calculated on the rate of wage prescribed by clause 1, Section II, Part I, as appropriate, and such an employee shall receive a loading of 17 & 1/2 per cent.
- (2) The loading prescribed by this sub-clause shall not apply to any public holiday occurring during a period of annual leave.
- (3) The loading prescribed by this sub-clause shall, upon termination of the employment for any reason, also apply in respect of leave not taken for a full 12 months qualifying period of service by the employee with his employer.

- (4) The loading prescribed by this sub-clause shall not apply to proportionate payment on termination under sub-clause (m) except in the case of an employee with not less than 3 months service with an employer whose services are terminated by the employer through no fault of the employee.

PROVIDED ALWAYS that -

- (a) All part-time employees engaged to work 20 or more hours per week shall receive a loading of 17 and 1/2 per cent on payment made for annual leave as prescribed in sub-clause (k) of Clause 5 of this Section. Such loading shall not apply to proportionate leave on termination of service.
- (b) 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 for employment

Such loading shall be calculated in the following manner:-

70% of the average weekly wage for the 3 months prior to the anniversary date falling due. This average weekly wage is to exclude the 20% loading paid in lieu of annual leave, sick leave and public holidays.

(1) Proportionate Payment on Termination

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

(m) Close Down

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

- (i) He may, by giving not less than 3 months notice (or a lesser period of notice agreed upon by the employer and the Secretary of the State Branch of the Union or his accredited representative) of his intention to do so, either close down or one period or for 2 separate periods or where the employer and employee concerned so agree in 3 separate periods provided that the Secretary of the State Branch of the Union is notified of such agreement by registered letter at least 14 days prior to such third separate period of annual leave proposed to be taken by the employee (hereinafter referred to as the first, second or third close down) in accordance with sub-clause (d) hereof; provided that in lieu of a second or third close down he may grant any leave due and not taken at the first close down within a period not exceeding 9 months from the date the right to annual leave accrued in one or two separate further periods subject to agreement as aforesaid and notification to the State Branch of the Union as aforesaid in the case of the leave being taken in 3 separate periods and after not less than one month's notice to the employee.
- (ii) Each employee affected shall be credited with the 13 and 1/3 hours pays for each completed month of continuous service for which leave has not already been given during the 12 months ending on 31 December in each year.
- (iii) Except to the extent that an employee has leave to his credit under the provisions of paragraph (ii) of this sub-clause at the date of the close down, he shall be stood off without pay during the period of any close down.
- (iv) Except where annual leave is allowed before the due date in accordance with sub-clause (j) the next 12 monthly period for each employee affected by such close down shall commence on 1 January.

- (v) All time during which an employee is stood off without pay in a close down period shall, for the purpose of annual leave credits, be deemed to be time worked.
 - (vi) If in the first year of his service with an employer an employee is allowed proportionate annual leave under this sub-clause and subsequently within such year lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, he shall be entitled to the benefit of sub-clause (m) hereof subject to adjustment of any proportionate leave which he may have been allowed as aforesaid.
 - (vii) Where a close down is observed during the Christmas-New Year period the leave granted shall be not less than 14 consecutive days, exclusive of public holidays, except that where an employee is not entitled to 14 consecutive days leave at such close down, he may be granted leave then accrued in accordance with paragraph (ii) of this sub-clause.
- (iv) Clause 6 "SICK LEAVE" - delete this Clause and insert in lieu thereof the following:-

6. SICK LEAVE

- (a) 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, subject to the following conditions and limitations -
 - (i) he shall not be entitled to such leave of absence for any period in respect of which he is entitled to workers' compensation;
 - (ii) he shall, within 48 hours of the commencement of such absence, inform the employer of his inability to attend for work, and as far as may be practicable, state the nature of the illness or injury and the estimated duration of the absence;

- (iii) he shall prove to the satisfaction of the employer (or in the event of a dispute, the Tasmanian Industrial Commission), that he was unable on account of such illness or injury to attend for work on the day or days for which the sick leave is claimed;
 - (iv) he shall not be entitled in any year (whether in the employment of one employer or of more) to sick leave credit in excess of 2 weeks of ordinary working time.
 - (v) For the purpose of administering paragraph (iv) of this sub-clause an employer may within one month of this award coming into operation or within 2 weeks of the employee entering his employment require an employee to make a sworn declaration or other written statement as to what paid leave or absence he has had from any employer during the then current year, and upon such statement the employer shall be entitled to rely and act.
- (b) Sick leave shall accumulate from year to year so that any balance of the period specified in sub-clause (a) (iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave shall be credited to the employee, and, subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year.
- (c) An employer shall not be required to make any payment in respect of accumulated sick leave credits to an employee who is discharged or leaves his employment, or for any time an employee is absent from work without producing satisfactory evidence of personal illness.

- (v) Clause 11 "PART-TIME EMPLOYEES" - delete this clause and insert in lieu thereof the following:

11. PART-TIME EMPLOYEES

- (a) Part-time employees engaged to work 20 or more hours per week shall be entitled to the holidays, sick leave and annual leave as prescribed in Clause 4 (Holidays) Section II, Clause 6 (Sick Leave) Section II, and Clause 5 (Annual Leave) Section II 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 fortieth of the relevant rate above set out.

- (b) Part-time employees engaged to work less than 20 hours per week shall be paid per hour one fortieth of the weekly rates prescribed for the work 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 in lieu of annual leave, and public holidays.
- (c) Penalty provisions - penalty rates prescribed in Clauses 2 and 3 herein are applicable to part-time employees.

- (vi) Clause 14 "PAYMENT OF WAGES" - delete this clause and insert in lieu thereof the following:

14. PAYMENT OF WAGES

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

- (b) Upon termination of the employment after the prescribed period of one week's notice of termination has been given by either the employer or the employee or where the period of notice is dispensed with in accordance with the provisions of sub-clause (a) of clause 19 (Contract of Employment) Section II hereof, all monies which are legally due shall be paid to the employee at the usual place of payment within 15 minutes of the ceasing time of the day of termination of the employment. Should the employment be otherwise terminated the employer may retain any monies legally due to the employee until the time at which it would have been payable if the employment had not been terminated.
- (c) If through default of the employer an employee is kept waiting for his wages for more than 15 minutes after ceasing time on any pay day or for more than 15 or 30 minutes as the case may be as provided in sub-clause (b) hereof, the employee shall be paid at overtime rates for 3 hours or until the hour of payment whichever shall first occur if payment be made on the day of default and if payment be not made on that day shall in addition be paid at overtime rates for all ordinary working hours between the end of the day of default and the day of payment provided that this penalty rate shall not exceed payment as for 40 hours.
- (d) On or prior to pay day, the employer shall state to each employee in writing the amount of wages to which he is entitled, the amount of deductions made therefrom and the net amount being paid to him.
- (e) An employee kept waiting for his wages on pay day for more than a quarter of an hour after the usual time for ceasing work shall be paid at overtime rates after that quarter-hour with a minimum of a quarter of an hour.
- (f) Notwithstanding anything elsewhere contained in this award where an employer and an employee agree the employee may be paid his wages by cheque.

- (vii) Clause 16 "SHOP STEWARDS" - delete this clause and insert in lieu thereof the following:-

16. SHOP STEWARDS

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

- (viii) Clause 19 "CONTRACT OF EMPLOYMENT" - delete this clause and insert in lieu thereof the following:

19. CONTRACT OF EMPLOYMENT

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

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

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

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

The foregoing variations take effect from the beginning of the first full pay period on or after 30 May 1985.

