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TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984
s.23 application for awards and variations of awards

**Federated Clerks Union of Australia,
Tasmanian Branch**
(T.3541 of 1991)

BROADCASTING AND TELEVISION AWARD

**ORDER - No. 5 of 1991
(Consolidated)**

AMEND THE **BROADCASTING AND TELEVISION AWARD** BY DELETING ALL CLAUSES
CONTAINED THEREIN, AND INSERTING IN LIEU THEREOF THE FOLLOWING:

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1. TITLE

This award shall be known as the "Broadcasting and Television Award".

2. SCOPE

This award is established in respect of the trade of a proprietor of a commercial broadcasting station or commercial television station, as defined in the Broadcasting and Television Act 1942 - 1963 of the Australian Parliament.

3. ARRANGEMENT

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4. DATE OF OPERATION

This award shall come into operation from the beginning of the first full pay period to commence on or after 20 January 1992.

PROVIDED that it is a term of this award (arising from the decision of the Tasmanian Industrial Commission in the State Wage Case of 13 August 1991) that the union(s) undertake(s), until 30 November 1991, not to pursue any extra claims, award or overaward, except when consistent with those principles.

5. SUPERSESSION AND SAVINGS

This award incorporates and supersedes the Broadcasting and Television Award No. 4 of 1991 (Consolidated).

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

6. PARTIES AND PERSONS BOUND

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

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

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- (i) the Actors Equity of Australia, Victorian Division, and the officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope;
 - (ii) the Australian Theatrical and Amusement Employees Association, Tasmanian Branch, and the officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope;
 - (iii) the Federated Clerks Union of Australia, Tasmanian Branch and the officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope;
 - (iv) the Musicians' Union of Australia, Hobart Branch, and the officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope;
- (d) the following organisation of employers in respect of whom award interest has been determined:

the Tasmanian Confederation of Industries.

7. DEFINITIONS

'Announcer' means an employee who is engaged in making announcements, speaking and/or describing an event or events into a microphone for the purposes of broadcasting or recording and in duties ordinarily associated with such work.

'Announcer Grade (I)' means an employee who in addition to announcing the time of the day, playing of records and/or controlling transcriptions and/or making announcements, including reading of news, stock reports or sporting results, is required to carry out 'specialist work' or to 'ad lib' when required by the employer.

'Announcer Grade (II)' means an employee not coming within the definition of 'Announcer Grade (I)' but who is employed on the announcing of time of day, playing of records and/or controlling transcriptions and/or making announcements, including reading of news, stock reports or sporting results, but does not include other 'specialist work' or 'ad lib' for more than one minute at any one time.

'Broadcasting station' shall include transmitter control rooms and technical equipment used in conjunction therewith operating under one call sign and the one licence whether on the same or different premises.

A **'day'** means midnight to midnight.

'Officer in charge of the station' shall mean the manager, if there, and if not there, then his officially appointed deputy.

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

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

8. WAGE RATES

1. ANNOUNCERS

Adult employees of a classification hereunder mentioned shall be paid the amount assigned opposite that classification.

	Margins Per Week	
	Hobart \$	Launceston \$
Announcers, on appointment and until obtaining six months' experience	212.10	212.10
Announcers, Grade II (as defined)	216.50	214.60
Announcers, Grade I (as defined)	224.00	222.10
	North-West Coast \$	Queenstown & Elsewhere \$
Announcers, on appointment and until obtaining six months' experience	212.10	212.10
Announcers, Grade II (as defined)	213.80	212.90
Announcers, Grade I (as defined)	219.70	216.50

2. TECHNICAL AND PRODUCTION (TELEVISION)

Adult employees of a classification hereunder mentioned shall be paid the amount assigned opposite that classification.

No.	Classification	Margin Per Week \$
1.	Senior technician, i.e. a technician who is engaged on work the performance of which requires him/her to hold a Television Operator's Certificate of Proficiency	264.10

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2.	Technician, qualified, i.e. an employee who holds a Television Operator's Certificate of Proficiency, and who, under direction, maintains and operates television equipment	237.30
3.	Technician, unqualified, i.e. an employee who does not hold a Television Operator's Certificate of Proficiency, but who under direction maintains and operates television equipment	228.10
4.	Co-ordinator switcher, i.e. an employee who is required to operate the unit of the control panel which co-ordinates both the video and audio parts of a programme being transmitted or recorded	228.10
5.	Studio control operator, i.e. an employee who under direction performs in the course of his/her duties telecine control, audio-control, television camera operation, floor control, or lighting duties	222.10
PROVIDED that in respect to employees classified in items, 3, 4 and 5 hereof, additional amounts shall be paid as follows -		
	If such employee holds a Broadcast Operators Certificate, he/she shall be paid an additional	1.00
	If such employee holds a Television Operators Certificate, he/she shall be paid a further	3.40
6.	Director, i.e. an employee who in the course of his/her duties is required to direct the co-ordination of live and/or composite live programmes	237.30
7.	Cine-cameraman, i.e. an employee who records events on cine-camera	237.30
8.	Still photographer, i.e. an employee who is required to record non-moving photographs	231.90
9.	Card artise, i.e. an employee who is required to transcribe, in a form suitable for transmission, words, number and related decorative designs	237.30

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10.	Announcer, i.e. an employee who reads or ad libs announcements directly related to the programme being transmitted or recorded	224.00
	After the first year of adult experience an extra	3.50
	After the second year of adult experience, an extra	3.50
11.	Property maintenance man	230.40
12.	Inexperienced adults	212.10
	Inexperienced adults may be employed in any of the above classifications other than those of technicians for a period not exceeding the first 6 months of their employment. As soon as such employee has acquired sufficient experience in the employer's opinion to be classified in one of the above classifications he/she shall be so classified, and thereafter shall be entitled to the amount appropriate to his/her classification.	
13.	Employees (other than musicians) not otherwise classified	210.00
14.	Film department employees -	
	Males -	
	1st year's adult experience	211.60
	2nd year's adult experience	216.30
	3rd year's adult experience & thereafter	224.00

PROVIDED that an employee who has been employed as a junior clerk in this department shall be paid, on attaining the age of 21 years, the appropriate amount prescribed for an adult according to the number of years experience the said employee has obtained in this department before attaining the age of 21 years.

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15. Certificate Allowance - The minimum rates of wages for junior employees in this division shall be increased by the sum of \$1.00 per week if he/she is the holder of a Broadcast Operator's Certificate of Proficiency and by a further sum of \$3.40 per week if he/she becomes the holder of a Television Operator's Certificate of Proficiency. A junior employee who has attained the age of 18 years and is required by his/her employer to perform work, the performance of which requires him/her to hold a Television Operator's Certificate of Proficiency shall be paid at the rate of wages prescribed for an adult studio control operator in item 5.

3. CLERKS

Except as prescribed in paragraph (iv) hereof, adult employees of a classification hereunder mentioned shall be paid the amount assigned opposite that classification.

(i) Adults

- | | | |
|----|--|--------|
| 1. | 1st year's adult experience | 310.00 |
| | 2nd year's adult experience | 331.70 |
| | 3rd year's adult experience & thereafter | 360.00 |
| 2. | An accountant or chief clerk wholly responsible for the office work and who prepares the balance sheet and profit and loss account | 478.90 |
| 3. | A clerk who is in charge of and responsible for the work of - | |
| | (a) 5 or more employees | 425.50 |
| | (b) 3 or 4 employees | 409.10 |
| | (c) 2 employees | 408.60 |

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

(ii) Estimating Service

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

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(iii) Juniors

The minimum rates of wages that may be paid to juniors shall be the undermentioned percentages of the 2nd year adult rate prescribed in paragraph (i) adjusted to the nearest 10 cents.

	%	
Under 16 years of age	40	132.70
16 to 17 years of age	45	149.30
17 to 18 years of age	55	182.40
18 to 19 years of age	70	232.20
19 to 20 years of age	80	265.40
20 to 21 years of age	90	298.50

(iv) Proviso

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

(v) Trainee Clerk (as defined)

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

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

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

PROVIDED ALWAYS that trainee clerk (as defined) wage rate shall be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next 10 cents.

(v) Additional Payments

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

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	Amount \$
Under 16 years of age	1.00
16 to 17 years of age	1.20
17 to 18 years of age	1.30
18 to 19 years of age	1.50
19 to 20 years of age	2.10
20 to 21 years of age	2.20
21 years of age and over	2.80

4. MINIMUM WAGE

- (a) Notwithstanding the provisions of subclause 3 hereof, no adult employee shall be paid less than the rate of \$257.40 per week.
- (b) **PROVIDED** that payments for overtime, special rates, holiday and weekend penalties and shift allowances, prescribed in this award shall not be taken into account in the calculation of such minimum weekly rate of wage.

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

9. AIR TRAVEL

- (a) The employer shall not require an employee to undertake an assignment if it necessitates travelling by air and such employee has a reasonable objection to air travel.
- (b) All air travel shall be made on a regular commercial passenger carrying aircraft unless the employee is requested and agrees to travel on approved charter aircraft.

10. ANNUAL LEAVE

- (a) Period of Leave
- (i) Dayworkers

A period of 152 hours paid leave shall be allowed annually to an employee after 12 months' continuous service (less the period of annual leave).

(ii) Shiftworkers

In addition to the leave prescribed in paragraph (i) hereof, shiftworkers who are rostered to work regularly on Sundays and holidays throughout any qualifying 12 monthly period as a shiftworker shall be allowed 7 consecutive days' leave including non-working days.

Where an employee with 12 months' service is employed for part of the 12 monthly period as a shiftworker, the employee shall be entitled to have the period of annual leave prescribed in paragraph (i) increased by 4 hours for each month the employee is continuously so employed.

(b) Broken Leave

Leave allowed under the provisions of subclause (a) shall be given and taken in one consecutive period or if the employer and the employee agree, in any combination, provided one period shall be not less than seven consecutive days, i.e. five working days.

(c) Leave Exclusive of Public Holidays

If any of the holidays prescribed by Clause 19 - Holidays with Pay falls within an employee's period of annual leave and is observed on a day which, in the case of that employee, would have been an ordinary working day, there shall be added to the period of annual leave, one day for each such holiday so occurring.

(d) Payment in Lieu Prohibited

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

(e) Time of Taking Leave

Annual leave shall be given at a time fixed by the employer within a period not exceeding 12 months from the date when the right to annual leave accrued and after not less than 2 weeks' notice to the employee.

(f) Payment for Period of Leave

(i) All employees, before going on annual leave, shall be paid the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on leave during the relevant period.

(ii) In addition thereto, all employees, other than casual or part-time employees, shall be paid an amount equivalent to the minimum wage prescribed in Clause 8 - Wage Rates.

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- (iii) Part-time employees engaged to work more than 20 hours per week shall be paid a loading of 17 1/2 per cent on payment of annual leave as prescribed in paragraph (i) hereof.

(g) Leave Allowed Before Due Date

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

Where leave has been granted to an employee pursuant to this subclause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months' continuous service in respect of which the leave was granted, the employer may, for each completed 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 wage paid on account of the annual leave which amount shall not include any sums paid for any of the holidays prescribed by Clause 19 - Holidays With Pay.

(h) Proportionate Leave on Termination of Service

If after one completed month of service in any qualifying 12 monthly period an employee lawfully leaves the employment or the employment is terminated by the employer through no fault of the employee, the employee shall be paid as follows:

12.67 hours for each completed month of continuous service; the service being in respect of which leave has not been granted.

11. COMPASSIONATE LEAVE

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

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

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

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12. CONDITIONS

Employees may be allowed to exchange shifts, days off, or to perform duty for another employee with the consent of the officer in charge.

Any excessive hours worked as a result of such exchange shall not be paid for at penalty rates.

13. CONTRACT OF EMPLOYMENT

- (a) With the exception of employees engaged as specified in Clause 27 - Part-time and Casual Employment, subclause (b) hereof, 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 not be 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.
- (b) An employee shall be entitled to receive, on request, a reference on termination of services. 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 seven days of having received it.
- (c) Any dispute on what constitutes misconduct shall be determined by the Tasmanian Industrial Commission whose decision shall be final.

14. DRESS ALLOWANCE

Full-time employees who are engaged as announcers or comperes whose duties include on-camera appearance with makeup on not less than three days in any one week, shall be paid a dress allowance of \$3.40 per week for that week.

PROVIDED that the allowance prescribed above shall not apply to an employee who is in receipt of clothing and/or accessories supplied by the employer.

15. ENTERPRISE FLEXIBILITY

- (a) Notwithstanding anything contained in this award but subject to the provisions of this clause, an enterprise agreement may be entered into between an employer and all or some of the employees engaged by that employer.

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- (b) An agreement shall be subject to the following requirements:
 - (i) The majority of employees affected by the change must genuinely agree to the change.
 - (ii) The agreement taken as a whole shall not confer a lesser benefit to any employee than is available under the award.
 - (iii) The relevant union or unions shall be advised by the employer of the intention to commence discussions with employees on an agreement under this clause.
 - (iv) The relevant union or unions must be a party to the agreement.
 - (v) The relevant union or unions shall not unreasonably oppose any agreement.
- (c) An enterprise agreement shall be signed by the parties, being the employer and the union or unions, and contain the following:
 - (i) The terms of the agreement.
 - (ii) The parties covered by the agreement.
 - (iii) The classes of employees covered by the agreement.
 - (iv) The means by which a party may retire from the agreement.
 - (v) The means by which the agreement may be varied.
 - (vi) Where appropriate, the means by which any dispute arising in respect to the agreement may be resolved.
- (d) Any agreement which seeks to vary a provision of this award shall be referred to the Tasmanian Industrial Commission.

16. EXISTING WAGE RATES

An employee who is at present in receipt of a wage rate in excess of that herein prescribed shall not have such wage rate reduced as a result of this award.

17. EXTRA RATES NOT CUMULATIVE

Extra rates in this award are not cumulative so as to exceed the maximum of double the ordinary rates.

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18. HEIGHT ALLOWANCES

Employees engaged on work which the employer and employee agree is work for which height money should be paid shall be paid such amount as is agreed to be reasonable, having regard to all the circumstances, but in the event of agreement not being reached the matter shall be referred to the Tasmanian Industrial Commission for determination.

19. HOLIDAYS WITH PAY

- (a) All employees (other than casuals) shall be allowed the following days as paid holidays:

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

- (b) Payment for the holidays mentioned in subclause (a) which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when, if it were not for such holiday, the employee had been at work.
- (c) Payment to an employee for work performed on holidays mentioned in subclause (a) shall be at the rates prescribed elsewhere in this award.
- (d) **'Show Day'** means not more than one local show day observed on an employee's ordinary working day, other than a Saturday or a Sunday, in the city, town or district in which the employee is employed; or such other day which, in the absence of such a local show day, is agreed on by the employee and the employer, therefore making a total of 11 paid public holidays per year.

20. HOURS OF WORK

- (a) Other than Shift Workers

- (i) The ordinary hours of work shall be an average of 38 per week taken over a 28 day cycle. The ordinary hours shall be worked on one of the following bases:
- (1) seven hours thirty-six minutes per day; or
 - (2) eight hours per day on four days and six hours on one day in each week; or
 - (3) eight hours per day on nine days and four hours on one day in each fortnight; or

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- (4) eight hours per day on nineteen days with an accumulated rostered day off; or
 - (5) eight hours per day with an accumulation of rostered days off up to a maximum of five; or
 - (6) seven hours thirty minutes of four days and eight hours on one day in each week; or
 - (7) subject to the 38 hours average, any other arrangement by agreement between the employer and employee.
 - (ii) The spread of hours inclusive of meal breaks, shall not exceed a total of 10 hours per day for any one employee.
 - (iii) The number of starts shall not exceed an average of five per week over a 28 day cycle.
 - (iv) Except when mutually agreed, an employee shall be given at least 2 days' notice of any change in roster.
- (b) Shift Work
- (i) Where necessary to meet operational requirements a system of shift work may be implemented.
 - (ii) A shift work roster shall not exceed 152 hours in a 28 days cycle without the payment of overtime. Any shift rate should provide for at least 8 rostered days off in a 28 day cycle.
 - (iii) Shifts in excess of 10 hours and not exceeding 12 hours may be implemented with the agreement of the employee and the union.

21. MATERNITY LEAVE

(a) Eligibility for Maternity Leave

An employee who becomes pregnant, shall upon production to her employer of a certificate from a duly qualified medical practitioner stating the presumed date of her confinement, be entitled to maternity leave provided that she has had not less than 12 months' continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

For the purposes of this clause:

- (i) An employee shall include a part-time employee but shall not include an employee engaged upon casual or seasonal work.

(ii) Maternity leave shall mean unpaid maternity leave.

(b) Period of Leave and Commencement of Leave

- (i) Subject to subclauses (c) and (f) of this clause the period of maternity leave shall be for an unbroken period of from 6 to 52 weeks and shall include a period of 6 weeks compulsory leave to be taken immediately following confinement.
- (ii) An employee shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.
- (iii) An employee shall give not less than 4 weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.
- (iv) An employer by not less than 14 days' notice in writing to the employee may require her to commence maternity leave at any time within 6 weeks immediately prior to her presumed date of confinement.
- (v) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraph (iii) above, if such failure is occasioned by the confinement occurring earlier than the presumed date.

(c) Transfer to a Safe Job

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

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (g), (h), (i) and (j) of this clause.

(d) Variation of Period of Maternity Leave

- (i) Provided the addition does not extend the maternity leave beyond 52 weeks, the period may be lengthened once only, save with the agreement of the employer, by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened.

- (ii) The period of leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.
- (e) Cancellation of Maternity Leave
 - (i) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
 - (ii) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed 4 weeks from the date of notice in writing by the employee to the employer that she desires to resume work.
- (f) Special Maternity Leave and Sick Leave
 - (i) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then
 - (a) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or
 - (b) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.
 - (ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.
 - (iii) For the purposes of subclauses (g), (h) and (i) of this clause, maternity leave shall include special maternity leave.
 - (iv) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (c) of this clause to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available, for which the employee is qualified and the duties of which she is capable of

performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(g) Maternity Leave and Other Leave Entitlements

Provided the aggregate of leave including leave taken pursuant to subclauses (c) and (f) of this clause does not exceed 52 weeks:

- (i) an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or any part thereof to which she is then entitled;
- (ii) paid sick leave or other paid authorised award absences (excluding annual leave), shall not be available to an employee during her absence on maternity leave.

(h) Effect of Maternity Leave on Employment

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

(i) Termination of Employment

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

(j) Return to Work After Maternity Leave

- (i) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than 4 weeks prior to the expiration of her period of maternity leave.
- (ii) An employee, upon expiration of the notice required by paragraph (i) above, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (c) of this clause to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

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(k) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- (ii) Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (iv) **PROVIDED** that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.
- (v) A replacement employee shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the 12 months' qualifying period.

22. MEAL ALLOWANCE

When an employee is required by the employer to sleep on the premises of the employer in order to be available for work, the employer shall pay to the employee the sum of \$5.00 for each meal provided during the period that the employee is required to remain at the station.

PROVIDED that the number of meals to be paid for by the employer shall not exceed 3 in any period of 24 hours.

23. MIXED FUNCTIONS

- (a) Where an employee is engaged in any one week for more than half of such week at work in a higher classification than employed to perform the employee shall be paid for the full week at the higher rate payable for any such work under the award but, if engaged for less than half of any such week, shall only be paid at the rates fixed by the award for the work actually performed.

PROVIDED this subclause shall not apply to work performed under a structured training program of less than 20 working days duration.

- (b) Nothing in this award shall prevent an employee covered by this award being called upon to perform other duties, for which training has been provided.

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PROVIDED that an employee shall not be required to perform the work of rigging and/or painting of masts without the consent of the employee first being obtained.

24. NOTICE BOARD

The employer shall permit an authorised representative of employees to post formal notices, signed or counter-signed by such representative, on a notice board located on the employer's premises.

25. OCCUPATIONAL SUPERANNUATION

(a) Contribution

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

(b) Casual and Part-time Employees

In the case of casual and part-time employees, contributions shall be made where the employee works at least 38 hours per month averaged over a Fund Billing Statement month. Provided that in the case of casual employees, no payment shall be required until an employee has at least 3 months continuous employment at an average of at least 38 hours per fund billing month.

(c) Fund

Contributions determined in accordance with subclause (a) shall be made into:

(i) Tasplan; or

(ii) A fund approved in accordance with the Commonwealth Operational Standards for Occupational Superannuation Funds to which an employer was making contributions prior to 1 July 1989; and which is endorsed by the Tasmanian Industrial Commission.

(D) Exemptions

The companies named herein shall make contributions into the nominated funds in lieu of Tasplan.

Company	Fund
Tasmanian Television New Town	ENT Limited Staff Superannuation Fund

Southern Cross Network
Launceston

Australian Retirement
Fund

7HO Commercial Broadcasters
Pty Ltd Hobart

Commercial Broadcasters
Pty Ltd Staff
Superannuation Plan

26. OVERTIME

- (a) All time worked outside the ordinary hours prescribed in Clause 20 Hours, shall be overtime and shall be paid for at time and a half for the first 4 hours and double time thereafter.

PROVIDED that where an employee is specifically brought in for the purpose of working overtime on a Saturday or public holiday, the minimum payment shall be as for 4 hours.

- (b) All time worked on Saturday by employees on shift work shall be paid for at time and a half.
- (c) In cases where an employee having completed the usual work for the day and having returned home is recalled for duty, the employee shall be paid overtime at the rates prescribed and for a minimum of 4 hours' work.
- (d) Before starting overtime after working ordinary hours a meal break of at least 30 minutes shall, wherever practicable, be allowed unless the period of overtime is less than one and a half hours. An employer and an employee may mutually agree to any variation of this subclause to meet the circumstances of the work in hand.
- (e) When an employee working overtime finishes work at a time when reasonable means of transport is not available, the employer shall provide a conveyance or pay the current wage for the time occupied in reaching home.
- (f) In computing overtime for the purposes of this clause, each day's work shall stand alone.
- (g) By agreement between the employer and employee, an employee may take time off in lieu of overtime at the penalty equivalent.
- (h) Except in the case of a change of roster, an employee who is required to work on any day for which the employee is rostered off duty pursuant to subclause (j) of Clause 32 - Rosters, or subclauses (iv) and (v) of Clause 20 - Hours, shall be entitled to payment at the rate of double time for all time worked with a minimum payment as for 3 hours worked.
- (i) Where an employee, having completed the usual work and having returned to home, is recalled for work not continuous with the next rostered shift, the employee shall be paid for that call at the overtime rate of double time worked with a minimum payment as for 4 hours at double time.

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27. PART-TIME AND CASUAL EMPLOYMENT

- (a) Part-time employees engaged to regularly work less than 38 hours per week, shall be entitled to the holidays, annual leave and sick leave prescribed elsewhere in this award on a pro rata basis. The wage rate payable per hour shall be one thirty-eighth of the weekly rate.
- (b) A casual employee for working ordinary time shall be paid per hour one thirty-eighth of the weekly rate plus a loading of 20%. Such loading shall be in lieu of annual leave, sick leave and public holidays.

28. PAYMENT OF WAGES

- (a) Wages shall be paid not less often than fortnightly.
- (b) Not more than 2 days' wages shall be kept in hand by the employer.
- (c) Where the services of an employee are dispensed with, wages shall be paid to the employee forthwith or forwarded to the employee by registered post within 2 days of the termination of employment.

29. PROTECTIVE CLOTHING

The employer shall provide, free of cost to employees, all necessary protective clothing required in the performance of their duties.

30. QUARTERS

- (a) Where quarters are provided by the employer and the employee is required and agrees to occupy them permanently or from time to time or where the quarters are provided by the employer, accommodation shall be equipped with all reasonable facilities and conveniences.
- (b) In the event of any dispute arising as to the facilities and conveniences the matter shall be referred to the Secretary for Division of Labour.

31. RIGHT OF ENTRY OF UNION OFFICIALS

- (a) For the purposes of interviewing employees on legitimate union business, a representative of an organisation of employees, accredited as hereinafter provided, may enter the employer's premises during regular meal or crib-time of the employees or at such other time as arranged with the employer, on each day of the week on the following conditions:

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- (i) that the representative produces the authority, specified in (b) hereof, to the gatekeeper or such other person as may be appointed by the employer for that purpose;
 - (ii) that if the employer alleges that a representative is unduly interfering with the employer's work or is offensive or is creating dissatisfaction amongst employees, or is committing a breach of the previous conditions, the employer may refuse the right of entry, but the representative shall have the right to bring such refusal before the Tasmanian Industrial Commission.
- (b) A person shall be a duly accredited representative of an organisation if such person be the holder - for the time being - of a certificate which has not been cancelled or revoked, signed by the secretary and bearing the seal of the organisation and bearing the signature of the holder.

The certificate shall be in the following form or in a form not materially different therefrom:

(NAME OF ORGANISATION)

This is to certify thatwhose signature appears hereunder, is a duly accredited representative of the abovenamed organisation for the purpose of the Broadcasting and Television Award.

Secretary

(Seal)

.....
Signature of Holder
of Certificate

(THIS CERTIFICATE IS STRICTLY NOT TRANSFERABLE)

32. ROSTERS

All employees under this award, who work on shifts, shall be rostered for their ordinary hours of work in accordance with the following provisions:

- (a) All rosters shall specify the commencing and finishing times of the ordinary hours of work of the respective shifts of each employee.
- (b) The rosters shall be posted at each station at least four days before they come into operation provided that a roster may be departed from at short notice in cases of emergency over which the employer has no control.
- (c) Employees shall be allowed to exchange shifts or days off or to perform duty for other employees, provided the approval of the officer in charge of the department

or section concerned has been obtained and provided further, that any excess hours worked as a result of such exchange shall not involve the employer in overtime payments.

- (d) Employees shall be entitled to a minimum period of ten hours break between rostered shifts. Should an employee be required to resume work without having a break of at least ten hours between rostered shifts, the employee shall be paid at the rate of double time for all time worked until the employee has had a break of at least ten hours.

PROVIDED that compliance with the provisions of this subclause shall not be required under the circumstances referred to in subclause (g) of Clause 20 - Hours of Work, and in such circumstances the break between rostered shifts shall be such as may be mutually agreed between the employee and the employer.

- (e) Rosters may be spread over one, two or three weeks of ordinary time.
- (f) When a roster provides for less than four hours' work the shift shall be deemed to be one of four hours' ordinary time.
- (g) A roster shall not provide for more than one shift of four hours in any roster week.
- (h) If, by agreement or otherwise, an employee is rostered in any week of the roster to work more than 24 ordinary hours such hours shall be rostered in not more than three shifts and, if the employee is so rostered to work not more than 32 ordinary hours, such hours shall be rostered in not more than four shifts.
- (i) Except with the mutual consent of the employer and employee concerned, rostered ordinary hours shall not exceed 48 in any one week of the roster.
- (j) All rosters shall be such as to allow one clear day off in each roster week.
- (k) In this subclause a clear day shall mean:
 - (i) In the case of an employee whose last preceding shift ended at or after 7.00pm on any day, not less than 30 hours.
 - (ii) In the case of an employee whose last preceding shift ended before 7.00pm on any day, not less than 36 hours.
- (l) Where an employee's rostered day off falls on a public holiday such employee's annual leave shall have one additional non-working day added.

33. SHIFT DUTY ALLOWANCE

- (a) For all time worked on shifts which finish after 12.30am or commence before 5.30am an employee, except in the circumstances specified in subclauses (b) and (c), shall be paid an additional 10% on the rate for such a shift.

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- (b) All work performed by a shift worker as part of the employee's ordinary rostered hours between midnight on Friday and midnight on Saturday shall be paid for at the rate of time and a quarter.
- (c) All work performed by a shift worker as part of the employee's ordinary rostered hours between midnight on Saturday and midnight on Sunday shall be paid for at the rate of time and one half.

34. SICK LEAVE

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

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

- (b) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a) paragraph (iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year.

35. STRUCTURAL EFFICIENCY

- (a) The parties to this award are committed to co-operating positively to increase the efficiency and productivity of enterprises and to enhance the career opportunities and job security of employees subject to the award.
- (b) Consistent with the objectives of subclause (a) herein, employers, employees and the union shall establish consultative mechanisms and procedures appropriate to the size, structure and needs of the enterprise.
- (c) An employer may direct an employee to carry out such duties as are within the limits of an employee's skill, competence and training consistent with the classification structure of the award.

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

36. SUNDAY AND HOLIDAY WORK

- (a) For all time of duty on a Sunday or any of the holidays mentioned in Clause 19 - Holidays with Pay, payment shall be made at the rate of time and one half with a minimum payment as for 4 hours' work.
- (b) All time worked in excess of the rostered hours in any one shift on a Sunday or a holiday shall be paid for at double ordinary time, except where such excess time is worked by arrangement between the employees concerned with the consent of the officer in charge of the station.

37. SUSPENSION CLAUSE

The employer may, in the event of misconduct, suspend an employee without pay. The maximum period of suspension shall be one week. Prior to the implementation of a suspension the union shall be advised of the intention to undertake such suspension. In the event that a union official cannot be contacted, the suspension will not be implemented for a period of at least 24 hours.

Should the employee not agree to the suspension, the union shall have the right to refer the matter to the Tasmanian Industrial Commission. If, upon examination, the Industrial Commission forms the view that the suspension was harsh or unjust, it may vary the term of or rescind the suspension. Nothing in this subclause shall affect the right of the employer to dismiss an employee in accordance with the previous subclause.

38. TERMINATION OF EMPLOYMENT

- (a) The employment of employees with more than two years' service may be terminated by either side on giving one month's notice in writing.
- (b) The employment of employees with more than one year's service but not more than two year's service may be terminated by either side on giving two weeks' notice in writing.
- (c) The employment of employees with less than one year's service may be terminated by either side giving one week's notice in writing.
- (d) Nothing in this clause shall prevent agreements from being entered into between employer and employee for a longer/lesser period of notice.
- (e) Nothing in this clause shall be deemed to restrict the right of the employers to dispense with the services of their employees for misconduct, negligence or other sufficient disciplinary reasons.

39. TIME AND WAGES RECORD

- (a) Each employer shall keep a record, from which can be readily ascertained the name of each employee and occupation, the hours worked each day, and the wages and allowances paid each week.
- (b) The time occupied by an employee filling in any time record or cards or in the making of records shall be treated as time of duty but this does not apply to checking in or out when entering or leaving the employer's premises.
- (c) The time and wages records, shall be open for inspection to duly accredited employees' representative during the usual office hours at the employer's office or other convenient place.

The representative making such inspection shall be entitled to take a copy of entries in a time and wages record relating to a suspected breach of the award.

40. TOOLS OF TRADE

The employer shall provide all tools necessary for the work to be performed.

41. TRAINER CLERK (AS DEFINED)

- (a) Trainee Clerk (as defined) shall be engaged for a period of twelve months as a full-time employee, provided that a trainee shall be subject to a satisfactory probation period of up to one month.

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

42. TRANSPORT AFTER OVERTIME

An employee working overtime at a time when public transport or the employee's normal means of transport is not available shall be provided with a conveyance home by the employer.

43. TRAVELLING ALLOWANCES

- (a) The employer shall reimburse an employee for all travelling and other expenses reasonably incurred in performing work as required by the employer.
- (b) Where, at the request of the employer, the employee's own motor vehicle is used, the employee shall be paid the following allowances:

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- (i) Motor Car - 30 cents per kilometre if the employee travels alone; or
40 cents per kilometre if, at the same time, conveying equipment or other persons - at the request of the employer.
- (ii) Motor Cycle - 27 cents per kilometre.

R.K. Gozzi
COMMISSIONER

10 December 1991