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TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984

s23 application for award or variation of award

Tasmanian Trades and Labor Council

(T11548 of 2004)

Private Sector Awards

Tasmanian Trades and Labor Council

(T11564 of 2004)

Private Sector Awards

Tasmanian Trades and Labor Council

(T11566 of 2004)

Private and Public Sector Awards

FULL BENCH:

PRESIDENT P L LEARY

COMMISSIONER T J ABEY

COMMISSIONER J P McALPINE

Wage Rates – State Wage Case July 2004 – applications to vary private sector awards in a manner consistent with the Australian Industrial Relations Commission in Print PR002004 – Safety Net Review – Award rates to be increased by \$19 per week – Wage related allowances increased by 3.5% - Meal allowances increased to \$12.70 – Supported Wage increased to \$61 per week – Operative date ffpp 1 August 2004 – State Minimum Wage determined at \$467.40 – s.35(1)(b)

ELECTRICAL ENGINEERS AWARD

ORDER BY CONSENT:-

**No. 1 of 2004
(Consolidated)**

CLAUSE 8 IS VARIED; AND THE AWARD IS CONSOLIDATED

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1. TITLE

This award shall be known as the "Electrical Engineers Award".

2. SCOPE

This award is established in respect of the industry of:

- (a) Electrical Engineer;
- (b) Electrician.

3. ARRANGEMENT

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4. DATE OF OPERATION

This award shall come into operation from the first full pay period to commence on or after 1 August 2004.

PROVIDED that it is a term of this award (arising from the decision of the Tasmanian Industrial Commission State Wage Case of 30 October 1989) that the union(s) undertake(s), for the duration of the principles determined by that decision, not to pursue any extra claims, award or overaward, except where consistent with those principles.

5. SUPERSESSION AND SAVINGS

This award incorporates and supersedes No 1 of 2000 (Consolidated).

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

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6. PARTIES AND PERSONS BOUND

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

- (a) all employers (whether members of a Registered Organisation or not) who are engaged in the industry specified in Clause 2 - Scope;
- (b) all employees (whether members of a Registered Organisation or not) for whom classifications appear in this award and who are engaged in the industry specified in Clause 2 - Scope;
- (c) the following organisations of employees in respect of whom award interest has been determined:-
 - (i) the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia and the officers of that organisation and their members employed in the industry specified in Clause 2 - Scope;
- (d) the following organisations of employers in respect of whom award interest has been determined:-
 - (i) The Electrical Contractors' Association of Tasmania and the officers of that organisation and their members engaged in the industry specified in Clause 2 - Scope;
 - (ii) The Retail Traders Association of Tasmania and the officers of that organisation and their members engaged in the industry specified in Clause 2 - Scope;
 - (iii) the Australian Mines and Metals Association (Incorporated) and the officers of that organisation and their members engaged in the industry specified in Clause 2 - Scope; and
 - (iv) the Tasmanian Chamber of Commerce and Industry Limited.

7. DEFINITIONS

For the purposes of Division A and Division B:

'Battery fitter' means an adult employee wholly engaged in the erection, overhauling or repairing of storage batteries.

'Cable jointer' means an adult employee employed as a jointer of underground cables or employed fixing or repairing underground services in pipes.

'Casual employee' is one engaged and paid as such and shall not be entitled to payment for public holidays not worked, sick pay or annual leave.

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'Confined space' means a compartment or space access to which is through a manhole or similar opening, or a place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation.

'Construction work' means work in connection with the erection, repair, maintenance and renovation of buildings or structures.

'Electrical fitter and/or armature winder' means a fitter mainly engaged in making, fitting, or repairing electrical machines, instruments or appliances, who in the course of his work applies electrical knowledge.

'Electrical instrument maker and/or repairer' means an adult employee employed in an electrical supply undertaking who is required to design, test, repair, and build electrical measuring and/or recording appliances and/or instruments (not including consumers' meters) and carry out experiments on same in workshops/laboratory.

'Electrical mechanic' means a tradesman mainly engaged on electrical installation, repair and maintenance work.

'Electrician, special class' means an electrical fitter or electrical mechanic who is mainly engaged on complex or intricate circuitry or both, the performance of which work requires the use of "additional knowledge" as herein defined. For the purpose of this definition, "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesman by virtue of his:

- (i) having had not less than 2 years on-the-job experience as a tradesman working mainly on such complex or intricate circuitry work as will enable the tradesman to perform such work unsupervised where necessary and practicable; and
- (ii) having, by virtue of either the satisfactory completion of a prescribed post trade course in industrial electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience referred to in paragraph (i) hereof, gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesman to examine, diagnose and modify systems comprising inter-connected circuits.

For the purpose of this definition the following course is deemed to be the prescribed post trade course in industrial electronics -

The Industrial Electronics Course of the Technical Education Department of Tasmania, or such other approved course conducted by educational institutions in other States of Australia.

'Employees of electrical contractors only' means any employees working for any company or business who are engaged in the construction industry which includes construction, demolition, alteration, maintenance or repair work on buildings, roads, wharves or jetties or bridges, viaducts, tunnels, chimney stacks, silos, ships, etc., as well as the dunnaging of ship holds.

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'Foreman electrician' means an employee appointed as such by the employer or his representative to direct and supervise the work of other employees, and who is responsible for the requisition of materials, keeping times, setting out work, and estimating.

'Licence nominee' means an 'A' grade electrical tradesman who acts as the licence nominee for an electrical contractor and is nominated on the HEC electrical contracting licence.

'Linesman' means an adult employee qualified as an electrical tradesman engaged erecting, fixing, maintaining or repairing overhead conductors or electrical apparatus or fixing service cut-out boxes or supports for meters.

'Linesman's assistant' means an adult employee engaged in assisting a linesman.

'Radio mechanic' means an employee solely engaged in repairing or assembling radio sets and public address systems.

'Refrigeration mechanic or serviceman' means an adult employee engaged on the installation, repair and maintenance work on all types of electrically operated refrigeration units.

'Shift electrician' means an electrician of at least 5 years' experience, who is in charge of a generating station or rotary converter sub-station during his shift and is not constantly under the supervision of a superior officer.

'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.

'Storeman (Grade II)' means a storeman working singly and/or a storeman who has control of an isolated store where no direct supervision is exercised and is responsible for receipt, controls, issues and stock checking of goods and/or material, notation, and preparation of necessary documents.

'Sunday' means all time between midnight Saturday and midnight Sunday.

'Television/radio electronic equipment serviceman' -

GRADE I: means an adult who has completed an appropriate trades course or who has achieved an equivalent standard of skill and knowledge and who is engaged on routine servicing work which requires no more than the application of the general trade experience gained through apprenticeship or equivalent training on that work.

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GRADE II: means an adult who has completed an appropriate trades course which includes instruction in colour television or who has achieved an equivalent standard of skill and knowledge through his experience in the industry or through a special course of tuition and is required to diagnose and rectify faults in television and radio equipment or other electronic equipment or apparatus.

8. WAGE RATES

DIVISION A EMPLOYEES OF ELECTRICAL CONTRACTORS

1. WAGES - ADULTS

The wage rates set out hereunder shall be the minimum rates payable to employees classified herein.

	Amount Per Week \$
Group 1	
(i) Electrician Special Class	436.40
Group 2	
(i) Electrical Instrument Maker and/or Repairer	405.60
Group 3	
(i) Battery Fitter	
(ii) Cable Joiner	
(iii) Electrical Fitter and/or Armature Winder	
(iv) Electrical Mechanic	
(v) Linesman	
(vi) Shift Electrician	
(vii) Refrigeration Mechanic or Serviceman	368.80
Group 4	
(i) Battery Attendant	
(ii) Cable Joiner's Mate	
(iii) Linesman's Assistant	
(iv) Electrical Fitter's and Mechanic's Assistant	285.90

2. APPRENTICES & PROBATIONARY APPRENTICES

- (a) WAGE RATES - The minimum ordinary rates of payment to be paid by employers to apprentices, probationary apprentices, adult apprentices and other junior workers not elsewhere classified shall be the undermentioned percentages of the tradesman's rate of wages as prescribed in subclause 1, Group 3:-

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	% of Tradesman's Rate (\$368.80)	Amount per week \$
1st year	42	154.90
2nd year	55	202.80
3rd year	75	276.60
4th year	88	324.50

The said minimum rates shall be calculated to the nearest 10 cents.

(b) An employer shall not employ minors in the following trades or occupations otherwise than in accordance with the requirements of the *Vocational Education and Training Act 1994* and the Regulations made thereunder:

- (i) Electrical Fitter and/or Armature Winder;
- (ii) Electrical Mechanic;
- (iii) Refrigeration Mechanic or Serviceman.

(c) Probationary Period

Minors may be taken on probation for three months and if apprenticed, such three months shall count as part of their period of apprenticeship. During the 3 month probationary period the employee shall be paid the rate prescribed in subclause 2(a) of this clause. An employer shall, within 14 days of employing a probationer, notify the Training Authority of Tasmania of the employment of such probationer to any of the trades mentioned.

(d) All apprentices who have not completed their apprenticeship by their 22nd birthday shall be paid the tradesman's rate prescribed in subclause 1, Group 3, of this clause, for all the period of their apprenticeship over the age of 22.

(e) An employee who is under the age of 21 on completion of his apprenticeship or any junior, other than a probationer or an apprentice, who uses tools in performing work usually carried out by a tradesman shall be paid not less than the appropriate wage prescribed for a tradesman.

(f) No apprentice under the age of 18 years shall be required to work overtime or shift work unless he so desires.

No apprentice shall, except in an emergency, work or be required to work overtime or shift work at times which would prevent his attendance at technical school as required by any statute, or regulation applicable to him.

(g) An apprentice shall not work under any system of payment by results.

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3. JUNIOR EMPLOYEES

(a) The minimum rates of wages that may be paid to junior employees shall be the undermentioned percentages of the adult wage rate, prescribed for Group 4 of subclause 1, calculated to the nearest 10 cents.

	% of Adult Rate Group 4 of subclause 1 \$285.90	Amount per Week
		\$
Under 16 years of age	26	74.30
16 years of age	37	105.80
17 years of age	50	143.00
18 years of age	63	180.10
19 years of age	79	225.90
20 years of age	95	271.60

- (b) The class of work that may be performed by junior employees shall be sweeping and cleaning, running errands or packing or unpacking goods.
- (c) The proportion of junior employees shall not exceed one junior to every three journeymen employees.
- (d) No junior employees shall be employed on a construction site.

4. 'A' GRADE LICENCE ALLOWANCE

An employee who is the current holder of an 'A' Grade licence shall be paid an additional amount per week of \$11.00 for all purposes of the award.

5. DISABILITY ALLOWANCE

In addition to the rates prescribed in subclauses 1 and 7 of this clause, employees (including apprentices) specified by classification Group 1(i), Group 3(ii), (iii), (iv), (vi), (vii), and Group 4(ii), (iv) of subclause 1, shall be paid an allowance per week of \$13.50.

The payment of the allowance prescribed shall be in recognition of and compensation for disabilities generally existing where employees are engaged on construction work (as defined) on site or where work is performed on the installation, serving, repairing and/or maintenance of lifts and/or escalators in situ.

6. DISPENSATION ALLOWANCE

In addition to the rates prescribed in subclause 1 of this clause, the following classifications of employees shall receive an additional amount per week of:-

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	Amount Per Week \$
(i) Electrician Special Class	
- in receipt of the 'A' Grade Licence allowance	25.10
- not in receipt of the 'A' Grade Licence allowance	22.70
(ii) Electrical Fitter and/or Armature Winder and Electrical Mechanic	
- in receipt of the 'A' Grade Licence allowance	27.50
- not in receipt of the 'A' Grade Licence allowance	25.30
(iii) Electrical Fitter's Assistant and Electrical Mechanic's Assistant	5.50

PROVIDED-

- (i) For the purposes of this subclause the 'A' Grade Licence allowance is that prescribed in subclause 4 of this clause.
- (ii) This allowance is not payable to apprentices and juniors.
- (iii) This allowance shall be paid for all purposes and is paid in lieu of all special rates prescribed in Clause 31 - Special Rates of Division A.

7. FOREMAN ELECTRICIAN ALLOWANCE

A Foreman Electrician (as defined) shall be paid an additional amount per day of \$5.69.

8. LEADING HANDS

In addition to the rates prescribed in subclause 1, Leading Hands shall receive the following additional amounts per week:

	Amount per Week \$
(i) In charge of not less than 3 and not more than 10 employees (including apprentices)	14.10
(ii) In charge of more than 10 and not more than 20 employees (including apprentices)	20.90
(iii) In charge of more than 20 employees (including apprentices)	32.00

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9. LICENCE NOMINEE ALLOWANCE

In addition to the rates prescribed in subclause 1 of this clause, an employee who is the licence nominee as defined elsewhere by this award shall receive an amount per week of \$29.40.

10. SUPPORTED WAGE SYSTEM

(a) Eligibility criteria

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

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

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

(b) For the purposes of this division:

- (i) **'Supported Wage System'** means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability.
- (ii) **'Accredited Assessor'** means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- (iii) **'Disability Support Pension'** means the pension available under the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- (iv) **'Assessment instrument'** means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

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(c) Supported wage rates

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

Assessed capacity (subclause (d))	% of prescribed award rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

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

(d) Assessment of capacity

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

- (i) the employer and a union party to the award, in consultation with the employee or, if desired by any of these;
- (ii) the employer and an accredited Assessor from a panel agreed by the parties to the award and the employee.

(e) Lodgment of assessment instrument

- (i) All assessment instruments under the conditions of this division, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Tasmanian Industrial Commission.
- (ii) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the award, is not a party to the assessment, it shall be referred by the Registrar of the Tasmanian Industrial Commission to the union by certified mail and shall take effect unless an objection is notified to the Registrar of the Tasmanian Industrial Commission within 10 working days.

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(f) Review of assessment

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

(g) Other terms and conditions of employment

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

(h) Workplace adjustment

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

(i) Trial Period

- (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this division for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- (ii) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined in accordance with paragraphs (d) and (e).
- (iii) The minimum amount payable to the employee during the trial period shall be no less than \$61 per week or such greater amount as is agreed from time to time between the parties.
- (iv) Work trials should include induction or training as appropriate to the job being trialed.
- (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (c) hereof.

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**DIVISION B
ELECTRICAL ENGINEERS AND ELECTRICIANS OTHER THAN DIVISION A**

1. WAGE RATES

The wage rates set out hereunder shall be the minimum rates payable to adult employees classified herein.

		Amount Per Week
Group 1		
(i)	Electrician Special Class	
(ii)	Television/Radio Electronic Equipment Serviceman Grade II	436.80
Group 2		
(i)	Electrical Instrument Maker and/or Repairer	406.00
Group 3		
(i)	Battery Fitter	
(ii)	Cable Joiner	
(iii)	Electrical Fitter and/or Armature Winder	
(iv)	Electrical Mechanic	
(v)	Linesman	
(vi)	Shift Electrician	
(vii)	Radio Mechanic	
(viii)	Refrigeration Mechanic or Serviceman	
(ix)	Television/Radio Electronic Equipment Serviceman Grade I	369.20
Group 4		
(i)	Storeman Grade II	329.90
Group 5		
(i)	Storeman Grade I	322.50
Group 6		
(i)	Battery Attendant	
(ii)	Cable Joiner's Mate	
(iii)	Linesman's Assistant	
(iv)	Electrical Fitter's and Mechanic's Assistant	286.30

2. APPRENTICES AND PROBATIONARY APPRENTICES

- (a) WAGE RATES - The minimum ordinary rates of payment to be paid by employers to apprentices, probationary apprentices, adult apprentices and other junior workers not elsewhere classified shall be the undermentioned percentages of the tradesman's rate of wages as prescribed in subclause 1, Group 3:-

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	% of Tradesman's Rate (\$369.20)	Amount per Week \$
1st year	42	155.10
2nd year	55	203.10
3rd year	75	276.90
4th year	88	324.90

The said minimum rates shall be calculated to the nearest 10 cents.

(b) An employer shall not employ minors in the following trades or occupations otherwise than in accordance with the requirements of the *Vocational Education and Training Act 1994* and the Regulations made thereunder:-

- (i) Electrical Fitter and/or Armature Winder;
- (ii) Electrical Mechanic;
- (iii) Refrigeration Mechanic or Serviceman.
- (iv) Television/Radio Electronic Equipment Serviceman.

(c) Probationary Period

Minors may be taken on probation for three months and if apprenticed, such three months shall count as part of their period of apprenticeship. During the 3 month probationary period the employee shall be paid the rate prescribed in subclause 2(a) of this clause. An employer shall, within 14 days of employing a probationer, notify the Training Authority of Tasmania of the employment of such probationer to any of the trades mentioned.

(d) All apprentices who have not completed their apprenticeship by their 22nd birthday shall be paid the tradesman's rate prescribed in subclause 1, Group 3, of this clause, for all the period of their apprenticeship over the age of 22.

(e) An employee who is under the age of 21 on completion of his apprenticeship or any junior, other than a probationer or an apprentice, who uses tools in performing work usually carried out by a tradesman shall be paid not less than the appropriate wage prescribed for a tradesman.

(f) No apprentice under the age of 18 years shall be required to work overtime or shift work unless he so desires.

No apprentice shall, except in an emergency, work or be required to work overtime or shift work at times which would prevent his attendance at technical school as required by any statute, or regulation applicable to him.

(g) An apprentice shall not work under any system of payment by results.

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3. JUNIOR EMPLOYEES

- (a) The minimum rates of wages that may be paid to junior employees shall be the undermentioned percentages of the adult wage rate, prescribed for Group 6 of subclause 1, calculated to the nearest 10 cents.

	% of Adult Rate Group 6 of subclause 1 \$286.30	Amount per Week \$
Under 16 years of age	26	74.40
16 years of age	37	105.90
17 years of age	50	143.20
18 years of age	63	180.40
19 years of age	79	226.20
20 years of age	95	272.00

- (b) The class of work that may be performed by junior employees shall be sweeping and cleaning, running errands or packing or unpacking goods.
- (c) The proportion of junior employees shall not exceed one junior to every three journeymen employees.

4. 'A' GRADE LICENCE ALLOWANCE

An employee who is the current holder of an 'A' Grade licence shall be paid an additional amount per week of \$11.00 for all purposes of the award.

5. FOREMAN ELECTRICIAN ALLOWANCE

A Foreman Electrician (as defined) shall be paid an additional amount per day of \$5.69.

6. LEADING HANDS

In addition to the rates prescribed in subclause 1, Leading Hands shall receive the following additional amounts per week:

	Amount per Week
(i) In charge of not less than 3 and not more than 10 employees (including apprentices)	\$14.10
(ii) In charge of more than 10 and not more than 20 employees (including apprentices)	\$20.90
(iii) In charge of more than 20 employees (including apprentices)	\$32.00

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7. LICENCE NOMINEE ALLOWANCE

In addition to the rates prescribed in subclause 1 of this clause, an employee who is the licence nominee as defined elsewhere by this award shall receive an amount per week of \$29.40.

8. SUPPORTED WAGE SYSTEM

As provided for in Division A, Section 10 of this Clause.

CONDITIONS FOR EMPLOYEES IN DIVISION A – EMPLOYEES OF ELECTRICAL CONTRACTORS

9. ANNUAL LEAVE

(a) Period of Leave

(i) Dayworkers

A period of 28 consecutive days' leave shall be allowed annually to an employee after 12 months' continuous service (less the period of annual leave) to an employee on weekly hiring in any one or more of the occupations to which this award applies.

(ii) Shiftworkers

In addition to the leave hereinbefore prescribed, 7 day shiftworkers who are rostered to work regularly on Sundays and holidays shall be allowed 7 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 7 day shiftworker, he shall be entitled to have the period of annual leave hereinbefore prescribed increased by one half a day for each month he is continuously engaged.

(b) Annual Leave Exclusive of Public Holidays

Subject to this subclause, the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by Clause 16 - Holidays with Pay, and if any such holiday falls within an employee's period of annual leave and is observed on a day which, in the case of that employee would have been an ordinary working day, there shall be added to the period of annual leave, time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

Where a holiday falls as aforesaid and the employee fails without reasonable cause, proof whereof shall be upon him, to attend for work at his 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.

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(c) 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 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, and in calculating the period of 12 months' continuous service, absence on account of personal sickness or accident to the extent of 91 days in any 12 months shall be deemed to be part of the period of continuous service.
- (iii) Any absence with reasonable cause proof whereof shall be upon the employee or leave lawfully granted by the employer, but such absence shall not be taken into account in calculating the period of 12 months' continuous service.

(d) Proportionate Leave on Termination of Service

If after one month's continuous service in any qualifying 12 monthly period an employee lawfully leaves his employment, or his employment is terminated by the employer through no fault of the employee the employee shall be paid at his ordinary rate of wage as follows:

twelve and two third hours for each completed month of continuous service.

(e) Payment in Lieu Prohibited

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

(f) Payment for Period of Leave

- (i) Each employee before going on leave shall be paid the amount of wage he would have received in respect of the ordinary time which he would have worked had he not been on leave during the relevant period.
- (ii) During a period of annual leave an employee shall receive a loading calculated on the rate of wages prescribed for the employee concerned. The loading shall be as follows:
 - (1) Day Workers - An employee who would have worked on day work only had he not been on leave, a loading of 17 1/2 percent.
 - (2) Shift Workers - An employee who would have worked on shift work had he not been on leave, a loading of 17 1/2 percent.

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PROVIDED that where the employee would have received shift loadings as prescribed had he not been on leave during the relevant period and such loadings would have entitled him to a greater amount than the loading of 17 1/2 percent, then the shift loading shall be added to the rate of wage prescribed in lieu of the 17 1/2 percent loading.

PROVIDED ALWAYS that if the shift loading would have entitled him to a lesser amount than the loading of 17 1/2 percent, then such loading of 17 1/2 percent shall be added to the rate of wage prescribed in lieu of the shift loadings.

(g) Calculation of Service

Where the employer is a successor or assignee or transmittee of a business and an employee was in the employment of the employer's predecessors at the time when the employer 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.

(h) Time of Taking Leave

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. Where practicable and unless otherwise mutually arranged between the employer and the employee, at least 2 weeks' notice shall be given to the employee that his annual leave is to be taken.

(i) Broken Leave

Leave allowed under the provisions of this subclause shall be given and taken in one consecutive period within 6 months from the end of the preceding year of employment, or if the employer and the employee so agree in 2 separate periods, the lesser of which shall be of not less than 7 consecutive days. No entitlement shall be permitted to accrue beyond 12 months after the date of accrual.

(j) Disputes

Any dispute arising out of this clause shall be determined by the Tasmanian Industrial Commission whose decision shall be final.

10. AVAILABILITY

Availability for Duty

When an employee is on 'availability duty' he shall be paid an additional allowance of \$26.00 per week.

'Availability duty' means that an employee is available for recall to work after normal working hours and within a period of approximately 15 minutes.

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11. CAR ALLOWANCE

Any employee who is required by his employer to use his own motor vehicle in the service of the employer shall be paid 24.4 cents per kilometre for the use thereof.

12. CLOTHING AND EQUIPMENT

- (a) Overalls or other protective clothing - where an employer requires an employee to wear overalls or other protective clothing same shall be provided and laundered free of cost to the employee.
- (b) Damage to clothing - compensation to the extent of the damage sustained shall be made where, in the course of the work, clothing is damaged or destroyed by fire or molten metal or through the use of corrosive substances.
- (c) The provision of all protective and safety equipment shall be in accordance with the requirements of the *Factories, Shops and Offices Act 1965*, the *Inspection of Machinery Act 1960*, the *Scaffolding Act 1960*, and the Regulations made to each of these Statutes.

13. COMPASSIONATE LEAVE

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

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

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

14. CONTRACT OF EMPLOYMENT

- (a) Except as hereinafter provided, employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.

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Any employee employed by the week shall, provided he is ready, willing and available for work be paid the weekly wage prescribed for a full week's work and in addition thereto such overtime or other penalty rates if any that may have occurred during the relevant period.

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

(c) Any employee not attending for duty shall, except as provided by Clause 30 - Sick Leave, lose his pay for the actual time of such non-attendance.

(d) Casual Employment

A casual employee, for working ordinary time, shall be paid 20% above the equivalent hourly rate of the weekly rate prescribed by this award for the work which he performs.

(e) Late Comers

Notwithstanding anything elsewhere contained in this award an employer may select and utilise for time-keeping purposes, any fractional or decimal proportion of an hour (not exceeding a quarter of an hour) and may apply such proportion in the calculation of the working time of employees who, without reasonable cause promptly communicated to the employer, report for duty after their appointed starting times or cease duty before their appointed finishing times.

An employer who adopts a proportion for the aforesaid purpose shall apply the same proportion for the calculation of overtime.

15. HOLIDAY AND SUNDAY WORK

(a) Employees required to work on the holidays prescribed in Clause 16 - Holidays with Pay shall be paid at the rate of double time and one half with a minimum payment as for 4 hours' work, such double time and one half to continue until the employee is relieved from duty.

(b) Employees required to work on Sundays shall be paid at the rate of double time with a minimum payment as for 4 hours' work, such double time to continue until the employee is relieved from duty.

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- (c) If any employee is dismissed within 14 days before any of the holidays mentioned in Clause 16 - Holidays With Pay hereof and is re-engaged within 14 days after any of the said holidays, he shall be deemed to have been dismissed for the purpose of evading payment for such holidays and any payment so evaded shall be due and payable to the employee.

16. 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 in Clause 7 - Definitions), Recreation Day (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day.

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

17. HOURS OF EMPLOYMENT

- (a) The ordinary hours of work for day workers shall be an average of 38 per week to be worked on one of the following bases:-
- (i) 38 hours within a work cycle not exceeding seven consecutive days; or
 - (ii) 76 hours within a work cycle not exceeding fourteen consecutive days; or
 - (iii) 114 hours within a work cycle not exceeding twenty-one consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding twenty-eight consecutive days.
- (b) The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week, Monday to Friday.
- (c) The ordinary hours of work prescribed herein shall not exceed 8 hours on any day.
- (d) The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks, at the discretion of the employer between 8.00 am and 5.30 pm. Provided that the spread of hours may be altered as to all or a section of the employees by mutual agreement between an employer and their employees.

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- (e) The ordinary working hours shall be worked as a 19 day four consecutive week cycle of eight hours each Monday to Friday with a working day off in each cycle. The first cycle shall be deemed to have commenced on 1 December 1982. Provided that for the purpose of this award a reference to the day off pursuant to paragraph (iv) hereof shall be read as also referring to a day off pursuant to the first paragraph of this subclause.

PROVIDED that where an employer and the majority of their employees concerned agree, the method of implementation of the 38-hour week may in lieu of the above and in the case of shift workers subject to Clause 28 - Shift Work, be any one of the following:-

- (i) by employees working less than 8 ordinary hours each day; or
 - (ii) by employees working less than 8 ordinary hours on one or more days in each week; or
 - (iii) by employees working less than 8 ordinary hours on one or more days in each fortnight; or
 - (iv) by fixing one week day on which all employees will be off during a particular work cycle; or
 - (v) by rostering employees off on various days of the week during a particular work cycle so that each employee has one day off during that cycle.
- (f) Except as provided in paragraph (e)(i) of this clause, in cases where by virtue of the arrangement of the employees ordinary working hours, an employee, in accordance with subclauses (e)(iv) and (e)(v), is entitled to a day off during their work cycle, such employee shall be advised by the employer at least 4 weeks in advance of the weekday the employee is to take off.
- (g) Where an employee's ordinary hours are arranged in accorded with subclause (e)(iv) or (e)(v) hereof the weekday taken off shall not coincide with a public holiday as prescribed in Clause 16 - Holidays with Pay and Clause 15 - Holiday and Sunday Work. Provided that where a public holiday is prescribed after an employee has been given notice of a weekday off, subclause (d) shall apply.
- (h) (i) An employer may substitute the day an employee is to take off in accordance with subclauses (e)(iv) and (e)(v) for another day and require the employee to work on that day off if such work is necessary to allow other employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project. Provided that if a substitute day off is not granted, the employee shall be paid, in addition to the payment for the day off, for work performed in ordinary hours at the rate of time and a half, and for work outside ordinary hours, at the rate of double time.

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- (ii) An individual employee with the agreement of the employer, may substitute the day the employee is to take off for another day.
- (iii) Any substitute day off, referred to in paragraphs (i) and (ii) of this subclause, must be taken either in the current work cycle or in the next succeeding work cycle.
- (iv) Where an employee, in accordance with subclause (e)(iv) and (e)(v) is entitled to a day off during their work cycle and that day off falls on a Public Holiday, as prescribed in Clause 16 - Holidays with Pay and Clause 15 - Holiday and Sunday Work, the next working day shall be substituted as the day off unless an alternative day in that work cycle on the next succeeding work cycle is adopted by agreement in writing between the employer and the employee.
- (v) Rostered days off may be altered by the employer with the agreement of the employees concerned.

18. MIXED FUNCTIONS

An employee engaged for more than 2 hours of one day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If for less than 2 hours of one day or shift he shall be paid the higher rate for the time so worked.

19. MULTISKILLING

As a result of the 4% second tier agreement an employee shall utilise the full range of trade skills as applicable to his or her trade.

20. MULTI STOREY ALLOWANCE

- (a) A multi-storey allowance shall be paid to compensate employees engaged on construction on site for the disabilities experienced in, and which are peculiar to, the construction of multi-storey buildings.
- (b) For the purpose of this award a multi-storey building is a building which, when complete, consists of not less than five storey levels.
- (c) For the purpose of this clause, a storey level means structurally completed floor, walls, pillars or columns, and ceiling (not being false ceilings) of a building, and shall include basement levels and mezzanine or similar levels, (but excluding "half floors" such as toilet blocks or store rooms located between floors.)

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- (d) A multi-storey allowance in accordance with the table set out below shall be payable to all employees engaged on construction on-site when one of the following components of the building: structural steel, reinforcing steel, boxing or walls rise above the 4th floor level. Such payments shall be increased to the appropriate amounts as shown in the table when the structural steel, reinforcing steel or walls reach such designated level.
- (e) The commencing point of measurement shall be the lowest main floor level (including basement floor levels but excluding lift wells and shafts of the building).

'Floor level' means that stage of construction which, in the completed building, would constitute the walking surface of the particular floor level referred to in the table payment.

- (f) From the 4th floor level to the 10th floor level - 18 cents per hour extra.
From the 11th floor level to the 15th floor level - 21.5 cents per hour extra.
From the 16th floor level to the 20th floor level - 27.5 cents per hour extra.
From the 21st floor level to the 25th floor level - 30.5 cents per hour extra.
From the 26th floor level to the 30th floor level - 38 cents per hour extra.
From the 31st floor level to the 40th floor level - 41.5 cents per hour extra.
From the 41st floor level to the 50th floor level - 47 cents per hour extra.
From the 51st floor level to the 60th floor level - 53.5 cents per hour extra.
From the 61st floor level onwards - 58 cents per hour extra.
- (g) Payment of the allowance shall cease when the walls are completed and the employees are working under cover and the lifts or passenger material hoists are available to employees.

PROVIDED that the exclusion of odd wall panels, sections or windows for the purpose of entrance or exit of materials or the anchoring of cranes, external lifting or scaffolding shall not prevent the walls of a building being defined as completed.

- (h) Service Core

When a service core is scheduled separately and erected as an advanced part of the main structure all employees engaged on the service core shall be paid the appropriate special rate set out in subclause (i) of this clause applicable to the height to which the core has progressed in lieu of the multi-storey allowance prescribed by this subclause. When work on the service core does not proceed for a

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full day employees shall be paid at the appropriate rate for the actual hours worked, provided that on each and everyday when work on the service core proceeds for at least 8 hours employees engaged on the service core will be paid for a minimum of 8 hours at the appropriate rate irrespective of the hours an individual employee may work on the service core on any day as part of his days work.

- (i) The service core rates shall be:

where the service core exceeds 15 metres in height - 21.5 cents per hour with 21.5 cents per hour additional for work above each further 15 metres. Provided that the service core allowance and the multi-storey allowance shall not be cumulative.

21. NOTICE BOARDS

The employer shall, when requested by the accredited representative of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, erect notice boards of reasonable dimensions in a prominent position in his establishment upon which accredited representatives shall be permitted to post formal union notices signed or countersigned by the representative posting same.

22. OVERTIME

- (a) For all time worked outside ordinary hours the rates of pay shall be time and a half for the first 2 hours and double time thereafter, such double time to continue until the completion of the overtime work.

Except as provided in this subclause or subclause (b) hereof in computing overtime each day's work shall stand alone.

- (b) Rest Period after Overtime

Where overtime work is necessary it shall wherever reasonably practicable be so arranged that employees have at least 10 consecutive hours off duty between the work of the successive days; providing however that should the period of overtime worked exceed 8 consecutive hours an employee shall, following the completion of such overtime, be entitled to a rest period of consecutive hours at least equal to the number of consecutive overtime hours worked, without loss of pay for ordinary working time occurring during such absences.

If, on the instruction of the employer or his representative the employee resumes or continues to work without having had such rest period he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had such credit rest period without loss of pay for ordinary time occurring during such absence.

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(c) Call Back

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 3 hours work at the appropriate rate for each time he is so recalled; providing that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 3 hours if the job he is recalled to perform is completed within a shorter period.

This subclause shall not apply in cases where it is customary for an employee to return to his employer's premises to perform a specific job outside his ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break), with the completion or commencement of ordinary working time.

Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause (b) of this clause where the actual time worked is less than 3 hours on such recall or on each of such recalls.

An employee who is recalled to work shall either be provided with transport by the employer or the employer shall defray the reasonable cost of the employee reporting for work and returning home.

(d) Saturday Work

Employees required to work overtime on a Saturday shall be afforded at least 4 hours work or paid for 4 hours at the appropriate rate except where such overtime is continuous with overtime commenced on the day previous.

(e) Standing By

Subject to any custom now prevailing under which an employee is required regularly to hold himself in readiness for a call back, an employee required to hold himself in readiness to work after ordinary hours shall, until released, be paid standing by time at ordinary rates from the time from which he is so to hold himself in readiness.

(f) Meal Hours - General

For work done during meal hours and thereafter until a meal break is allowed time and a half rates shall be paid. An employee shall not be compelled to work for more than 5 hours without a break for a meal.

(g) Crib Time

An employee working overtime shall be allowed a crib time of 20 minutes without deduction of pay after each 4 hours of overtime worked if the employee continues work after such crib time.

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Unless the period of overtime is less than one and a half hours, an employee, before starting overtime after working ordinary hours, shall be allowed a meal break of 20 minutes, which shall be paid for at ordinary rates.

An employer and 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 20 minutes.

(h) Meal Allowances

An employee required to work overtime for more than 2 hours without being notified on the previous day or earlier that he will be so required to work, shall either be supplied with a meal by the employer or paid \$4.90 for the first meal, \$4.90 for the second meal and \$4.90 for each subsequent meal; but such payment need not be made to employees living in the same locality as their workshops who can reasonably return home for meals.

Unless the employer advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be), the employer shall provide such second and/or subsequent meals or make payment in lieu thereof as above prescribed.

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 meals which he has provided but which are surplus.

(i) Transport of Employees

Where an employee, after having worked overtime or a shift for which he has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide him with a conveyance to his home or pay him his current wage for the time reasonably occupied in reaching his home.

23. PARENTAL LEAVE

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

PART A - MATERNITY LEAVE

(a) Nature of Leave

Maternity leave is unpaid leave.

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(b) Definitions

For the purpose of this part:

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

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

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

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

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

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

(c) Eligibility for maternity leave

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

(d) Certificate

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

- (i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

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- (ii) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

(e) Notice Requirements

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

(f) Transfer to a safe job

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

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

(g) Variation of Period of Maternity Leave

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

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

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

(j) Maternity Leave and Other Leave Entitlements

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

(k) Effect of Maternity Leave on Employment

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

(l) Termination of Employment

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

(m) Return to Work After Maternity Leave

- (i) An employee shall confirm her intention of returning to work by notice in writing to the employer given not less than four (4) weeks prior to the expiration of her period of maternity leave.
- (ii) An employee, upon returning to work after maternity leave or the expiration of the notice required by paragraph (i) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (f) hereof, to the position which she held immediately before such transfer or in relation to an employee who has worked part-time during the pregnancy the position she held immediately before commencing such part-time work.

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

(n) Replacement Employees

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

PART B - PATERNITY LEAVE

(a) Nature of leave

Paternity leave is unpaid leave.

(b) Definitions

For the purpose of this part:

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

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

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

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

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

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

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

(c) Eligibility for Paternity Leave

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

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

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

(d) Certification

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

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

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(e) Notice Requirements

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

(f) Variation of Period of Paternity Leave

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

(g) Cancellation of Paternity Leave

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

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(h) Paternity Leave and Other Leave Entitlements

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

(i) Effect of Paternity Leave on Employment

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

(j) Termination of Employment

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

(k) Return to Work after Paternity Leave.

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

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

(l) Replacement Employees

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

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

PART C - ADOPTION LEAVE

(a) Nature of Leave

Adoption leave is unpaid leave.

(b) Definitions

For the purpose of this part:

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

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

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

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

'Spouse' includes a de facto spouse.

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

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

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(c) Eligibility

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

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

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

(d) Certification

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

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

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(e) Notice Requirements

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

(f) Variation of Period of Adoption Leave.

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

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

(g) Cancellation of Adoption Leave

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

(h) Special Leave

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

(i) Adoption Leave and Other Entitlements

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

(j) Effect of Adoption Leave on Employment

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

(k) Termination of Employment

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

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

(l) Return to Work After Adoption Leave

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

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

(m) Replacement Employees

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

PART D - PART-TIME WORK

(a) Definitions

For the purposes of this part:

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

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

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'Spouse' includes a de facto spouse.

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

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

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

(b) Entitlement

With the agreement of the employer:

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

(c) Return to Former Position

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

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

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

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

(e) Pro Rata Entitlements

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

(f) Transitional Arrangements - Annual Leave

- (i) An employee working part-time under this part shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this award, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this part.

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

(g) Transitional Arrangements - Sick Leave

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

(h) Part-time Work Agreement

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

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- (1) that the employee may work part-time;
 - (2) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
 - (3) upon the classification applying to the work to be performed; and
 - (4) upon the period of part-time employment.
- (ii) The terms of this agreement may be varied by consent.
 - (iii) The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
 - (iv) The terms of this agreement shall apply to the part-time employment.
- (i) Termination of Employment
 - (i) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.
 - (ii) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.
 - (j) Extension of Hours of Work

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

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

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(l) Inconsistent Award Provisions

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

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

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

(m) Replacement Employees

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

24. PAYMENT OF WAGES

- (a) Wages shall be paid weekly in the employer's time and not later than Thursday.
- (b) On the first pay day occurring during his employment, an employee shall be paid whatever wages are due to him up to the completion of work on the previous day. Provided that this subclause shall not apply to employers who make a practice of allowing advances to employees approximating wages due.

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- (c) Upon determination of the employment, wages due to an employee shall be paid to him on the day of such determination, or forwarded to him by post on the next working day.
- (d) An employee kept waiting for his wages on pay day after the usual time for ceasing work shall be paid at overtime rates for the time he is so kept waiting.
- (e) 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 the deductions made therefrom, and the net amount paid to him.
- (f) Where employees agree, arrangements will be made to pay employees by electronic funds transfer.
- (g) An employer may implement the payment of employees by electronic funds transfer as part of the contract of employment from 31 December 1988.

25. REST PERIODS

There shall be allowed without deduction of pay, a rest period of 10 minutes (from the time of ceasing duty until the time of resuming duty) between the hours of 9.30 am and 11.00 am.

26. RIGHT OF ENTRY

The Secretary for Labour may authorise an official of a union (to be named by him), and thereupon such official shall have the right, in accordance with the terms of such authorisation, to enter any place where work is being carried on under this award subject to the following conditions -

- (a) The authorisation shall be in writing signed by the Secretary for Labour.
- (b) The authorisation shall state the time at which the entry is authorised. Such time may be at any reasonable time.
- (c) The purpose of the entry if authorised during working hours shall be confined to interviewing the appointed representatives of the union in the place mentioned in the authorisation, or with the consent of the employer or his representative of interviewing any member of the union employed therein; or if authorised during a meal hour or at non-working time of interviewing any employee engaged at the place who is willing to be interviewed.
- (d) **PROVIDED** that -
 - (i) Except during any meal hour, or non-working time, not more than one such official shall be permitted to enter the place in question at one time except by express consent of the employer or his representative.

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- (ii) Before entering any such place the official shall produce the authorisation to the employer or his representative.
- (iii) If an employer alleges that an official is unduly interfering with the work of the job or is causing dissatisfaction among the employees thereon or is offensive in his manner or is committing a breach of any of the conditions set out in this clause such employer may refuse to allow the official to enter into or remain on the place but the official shall have the right to bring such refusal to the attention of the Secretary for Labour who may either cancel the authorisation or refer the matter to the Tasmanian Industrial Commission.

27. SETTLEMENT OF DISPUTES AND GRIEVANCES

Any disputes or claims arising out of the operation of this award shall be dealt with in the following manner:

- (a) The dispute or claim shall first be referred by the employee to the Shop Steward and then jointly to the Foreman, or person in charge.
- (b) If not settled the matter shall be submitted by the Shop Steward or union representative to the Industrial Officer or other appropriate representative of the employer.
- (c) Within 24 hours of these reports the matter shall be discussed between the Department Head, Shop Steward, Site Industrial Officer and employee or employees concerned.
- (d) Discussions having taken place and position indicated by both parties, either party can call a 'lay day' of 24 hours to reconsider the position without prejudice to either party.
- (e) If not settled, the problem shall be referred by the Shop Steward to the State Official of the union and discussion held by the State Official with representatives of the employer.
- (f) Whilst the matter is determined in accordance with the above procedure work shall continue normally. The "status quo" regarding the matter shall prevail. All parties to the award, the employer or his representatives, unions and their members will take all possible action to settle the dispute within 24 hours from the end of the 'lay day' 24 hour period.
- (g) The union and/or employer may advise the federal office of the union should the matter remain unsolved.
- (h) (i) Notwithstanding the above, employees may be redeployed on the same site in any area mutually agreed as safe.

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- (ii) "status quo" in subclause (f) of this clause shall mean that: Work shall continue in an unchanged manner as to that which prevailed prior to the dispute in question. Provided that the RYove definition shall not override existing agreements or procedure reached with individual unions.
- (i) Should agreement not be reached on any disputed matter then reference will be had to the State Industrial Commission for a resolution.

28. SHIFT WORK

(a) Definitions

For the purpose of Clause 17 - Hours of Employment hereof -

'Afternoon shift' means any shift finishing after 6 pm and at or before midnight.

'Continuous work' means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least 6 consecutive days without interruption, except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

'Night shift' means any shift finishing subsequent to midnight and at or before 8 am.

'Rostered shift' means a shift of which the employee concerned has had at least 48 hours notice.

(b) Rosters

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

(c) Variation by Agreement

The method of working shifts may, in any case, be varied by agreement between the employer and the accredited representatives of the union of the employees concerned to suit the circumstances of the establishment.

The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the accredited representatives of such union to suit the circumstances of the establishment or in the absence of agreement by 7 days notice of alteration given by the employer to the employee.

(d) Shift Allowances

Shift workers whilst on afternoon or night shifts shall be paid 15% more than the ordinary rates of such shifts.

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Shift workers on construction work on site, whilst on afternoon or night shifts shall be paid 15% more than the ordinary rates for such shifts.

Shift workers who work on any afternoon or night shift which does not continue for at least 5 successive afternoons or nights shall be paid at the overtime rates prescribed for day workers.

An employee who:

- (i) during a period of engagement on shift, works night shift only; or
 - (ii) remains on night shift for a longer period than 4 consecutive weeks; or
 - (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one-third of his working time off night shift in each shift cycle, shall, during such engagement, period or cycle, be paid at the rate of time and a quarter for all time worked during ordinary working hours on such night shifts.
- (e) Shift workers, for all time worked in excess of or outside the ordinary working hours prescribed by this award or on a shift other than a rostered shift shall:
- (i) if employed on continuous work be paid at the rate of double time; or
 - (ii) if employed on other shiftwork be paid at the rate of time and a half for the first 2 hours and double time thereafter, except in each case when the time worked is:
 - (1) by arrangement between the employees themselves;
 - (2) is due to the fact that the relief man does not come on duty at the proper time; or
 - (3) On a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with subclause (b) of Clause 14 - Contract of Employment.

PROVIDED that when not less than 8 hours notice has been given to the employer by the relief man that he will be absent from work and the employee whom he should relieve is not relieved, the unrelieved employee shall be paid at the rate of time and a half for the first 2 hours on duty after he has finished his ordinary shift and at the rate of double time thereafter.

- (f) Saturday Work

The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed by the first and second paragraphs of subclause (d).

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(g) Sundays and Holidays

Shift workers on continuous shifts for work done on a rostered shift the major portion of which is performed on a Sunday or holiday shall be paid at the rate of time and a half.

Shift workers on other than continuous work for all time worked on a Sunday or a holiday shall be paid at the rates prescribed by Clause 15 - Holiday and Sunday Work. When shifts commence between 11 pm and midnight on a Sunday or holiday, the time so worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

29. SHOP STEWARDS

An employee appointed shop steward in the shop or department in which he is employed shall, upon notification thereof to his employer, be recognised as the accredited representative of the union to which he belongs, and he shall be allowed the necessary time during working hours to interview the employer or his representative on matters affecting employees whom he represents, provided that if the shop steward so requests it he may be accompanied at such interview by another employee.

30. SICK LEAVE

- (a) An employee, other than one engaged as a casual or a part-time, as mentioned in subclause (b) of Clause 24 - Payment of Wages, 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 Secretary for Labour) that he was unable on account of such illness or injury to attend for work on the day or days for which the sick leave is claimed;
 - (iv) he shall not be entitled in any year (whether in the employment of one employer or of more) to sick leave credit in excess of 2 weeks of ordinary working time. Sick leave shall be credited on the date of commencement and on each anniversary of that date;

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- (v) for the purpose of administering paragraph (iv) of this subclause an employer may within one month of this award coming into operation or within 2 weeks of the employee entering his employment require an employee to make a sworn declaration or other written statement as to what paid leave of absence he has had from any employer during the then current calendar year, and upon such statement the employer shall be entitled to rely and act.
- (b) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a)(iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave shall be credited to the employee and, subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year.
- (c) An employer shall not be required to make any payment in respect of accumulated sick leave credits to an employee who is discharged or leaves his employment, or for any time an employee is absent from work without producing satisfactory evidence of personal illness.
- (d) Sickness on Day Off

Where an employee is sick or injured on the week day he is to take off in accordance with Clause 17 - Hours of Employment, in this Division, he shall not be entitled to sick pay nor will his pay entitlement be reduced as a result of sickness or injury on that day.

31. SPECIAL RATES

In addition to the wages prescribed in subclauses 1, 5 and 6 of Division A, Clause 8 - Wage Rates, the following special rates and allowances shall be paid to employees, including apprentices and unapprenticed juniors who are not entitled to the disability allowances prescribed in subclause 2, Division A of Clause 8 - Wage Rates.

- (a) Boiling Down Works

Working in boiling down works - 18.5 cents per hour extra.

- (b) Cold Places

Working for more than one hour in places where the temperature is reduced by artificial means below zero degrees Celsius - 27.5 cents per hour extra. Where the work continues for more than 2 hours, employees shall be entitled to a rest period of 20 minutes every 2 hours without loss of pay.

- (c) Confined Spaces

Working in confined spaces (as defined) - 37.5 cents per hour extra.

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(d) Dirty Work

Work which a foreman and employee shall agree is of an unusually dirty and offensive nature - 38 cents per hour extra.

In the case of disagreement between the foreman and the employee, the employee or a shop steward on his behalf shall be entitled, within 24 hours, to ask for a decision on the employee's claim by the employer's industrial officer (if there be one), or otherwise by the employer or the executive officer responsible for the management or superintendence of the plant concerned. In such cases a decision shall be given on the employee's claim within 48 hours of its being asked for (unless the time expires on a non-working day, in which case it shall be given during the next working day), or else the said allowance shall be paid.

(e) Explosive Powered Tools

Employees required to use explosive powered tools shall be paid 9.5 cents per hour extra, with a minimum payment of 76 cents per day.

(f) Hot Places

Working for more than one hour in the shade in places where the temperature is raised by artificial means to between 46.1 degrees and 54.4 degrees Celsius, 27.5 cents per hour extra; in places where the temperature exceeds 54.4 degrees Celsius - 38 cents per hour extra with a minimum payment of 26 cents per day. Where work continues for more than 2 hours in temperatures exceeding 54.4 degrees Celsius, employees shall also be entitled to 20 minutes' rest after every 2 hours work without deduction of pay. The temperature shall be decided by the foreman of the work after consulting with the employees who claim the extra rate.

(g) Height Money

Electrical tradesmen and their assistants engaged in the erection, repair and/or maintenance of radar or electrical equipment on masts or ships or other structures at a height of 15.2 metres or more directly above the nearest horizontal place shall be paid at the rate of 18.5 cents per hour extra.

(h) Slag Wool

Employees handling loose slag wool, loose insulwool or other loose material of a like nature used for providing insulation against heat, cold or noise, shall, when so employed on ship construction or ship repairing or on the construction, repair or demolition of furnaces, walls, floors and/or ceilings, be paid 38 cents per hour extra.

(i) Slaughtering Yards

Working in slaughtering yards, 18.5 cents per hour extra.

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(j) Smoke Boxes, etc.

Working on repairs to smoke boxes or fire boxes of locomotives or on repairs to the smokeboxes, uptake, funnel, flue, furnace or combustion chamber of marine type boilers, or on repairs to smokeboxes, fireboxes, furnaces or flues of other types of boilers, 18.5 cents per hour extra.

Provided that an employee engaged on repairs to oil boilers, including the casings, uptakes, and funnels or flues and smoke stacks, shall, while working inside such boiler, be paid 76 cents per hour extra.

(k) Underground Mine Work

Electrician working underground in mines or tunnels shall be paid 12% extra.

(l) Wet Places

An employee working in any place where his clothing or boots become saturated, whether by water, oil or otherwise shall be paid 27.5 cents per hour extra; provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear. And provided further that any employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift as he is required to work in wet clothing or boots.

(m) Special Rates Not Cumulative

Where more than one of the disabilities entitling an employee to extra rates exist on the same job the employer shall be bound to pay only one rate, namely the highest for the disabilities so prevailing.

32. TOOLS

(a) The employer shall provide the employee with all hand, power or special tools necessary for the proper performance of the employee's duties.

(b) Where the employer does not supply the employee with hand tools the employee shall be paid a tool allowance of \$8.30 per week.

This allowance shall apply to apprentices on the same percentage basis as set out in subclause 2 of Clause 8 - Wage Rates of Division A, for employees of this Division and subclause 2 of Clause 8 - Wage Rates of Division B.

(c) Where the tool allowance is paid to the employee, the employee will be obliged to provide and maintain the undermentioned tools in efficient working order:

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- allen keys
- brace
- bits countersunk
- hardwood 1/2", 5/8", 1/4" clear
- cable lug crimping tool 1/004 to 7/052
- chisel cold 1/2"
- 1/2" & 1" wood
- drill hand with 1/16" to 1/2" bits
- drills 3/8" to 1/2" star
- hammer claw and club
- knife
- pliers insulated, side cutting, long nose
- plumb bob
- file - round and flat
- tong tester incorporating a multi metre
- footprints
- stilson wrench 3/4" - 2" opening
- adcolar iron or similar
- punch centre
- rule 1 metre wood folding type, or 3 metre tape
- multi grips
- screwdriver small, medium, large, phillips head (2 sizes)
- S.A.A. wiring rule book
- string line
- spirit level
- steel square and level
- hacksaw large
- spanners shifting 6", 8", 10"
 - set 3/16", 1/4", 5/16", 3/8", 3/8", 1/4"
 - 6 to 25 mm metric
 - tube spanners set of metric 6 to 25 mm
- 1 kg gas bottle with suitable neck nozzle
- tap wrench and taps 1/8" to 1/4"
- test lamp set
- torch
- tool bag or box
- 30 metre extension lead
- electric drill 1/4" not exceeding \$20.00 in value

- set of wire strippers
- test pencil
- tin snips

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33. TRAVELLING AND BOARD

- (a) An employee who, on any day or from day to day is required to work at a job away from his accustomed workshop or depot shall at the direction of his employer present himself for work at such job at the usual starting time; but for all time reasonably spent in reaching and returning from such job (in excess of time normally spent in travelling from his home to such workshop or depot and returning) he shall be paid travelling time, and also any fares reasonably incurred in excess of those normally incurred in travelling between his home and such workshop or depot.

An employee who, with the approval of the employer, uses his own motor vehicle for travelling to or from outside jobs shall be paid the car allowance prescribed in Clause 11 - Car Allowance.

- (b) An employee -
- (i) engaged in one locality to work in another; or
 - (ii) sent from his usual locality to another for employment which can reasonably be regarded as permanent,

involving any change of residence shall be paid travelling time whilst necessarily travelling between such localities and for a period not exceeding 3 months' expenses.

- (c) An employee sent from his usual locality to another (in circumstances other than those prescribed in subclause (b) hereof) and required to remain away from his usual place of abode shall be paid travelling time whilst necessarily travelling between such localities, and expenses whilst so absent from his usual locality.
- (d) The rate of pay for travelling time shall be ordinary rates, except on Saturdays, Sundays and holidays when it shall be at the appropriate penalty rates for those days.
- (e) **'Expenses'** for the purposes of this clause means:
- (i) all fares reasonably incurred;
 - (ii) reasonable expenses incurred whilst travelling including not less than \$4.90 for each meal taken;
 - (iii) an allowance to cover the cost incurred for board and lodging of satisfactory standard per week of 7 days.

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- (f) A camping allowance of \$4.49 per day for every day, including Sunday, shall be paid to employees engaged on country jobs at places where ordinary board and residence is not obtainable and camping in huts, caravans, etc., of accepted standard is necessary. Provided that where cooked meals are procurable by the employees at a mess established by the employer, the amount of such country allowance shall be \$2.30 per day of every day including Sunday.
- (g) Travelling and fares allowance \$4.25 per day. This applies to employees who are required to start and finish on site.

**CONDITIONS FOR EMPLOYEES IN DIVISION B - ELECTRICAL ENGINEERS
AND ELECTRICIANS OTHER THAN DIVISION A**

34. ANNUAL LEAVE

- (a) (i) Dayworkers: (other than Casuals)

A period of 28 consecutive days' leave shall be allowed annually to an employee after 12 months' continuous service (less the period of annual leave) to an employee on weekly hiring in any one or more of the occupations to which this award applies.

- (ii) Shiftworkers: (other than Casuals)

In addition to the leave hereinbefore prescribed, 7 day shiftworkers who are rostered to work regularly on Sundays and holidays shall be allowed 7 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 7 day shiftworker, he shall be entitled to have the period of annual leave hereinbefore prescribed increased by one half a day for each month he is continuously engaged.

- (b) Annual Leave Exclusive of Public Holidays

Subject to this subclause, the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by Clause 16 - Holidays with Pay, of Division A of this award and if any such holiday falls within an employee's period of annual leave and is observed on a day which, in the case of that employee would have been an ordinary working day, there shall be added to the period of annual leave, time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

Where a holiday falls as aforesaid and the employee fails without reasonable cause, proof whereof shall be upon him, to attend for work at his 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.

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(c) 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 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, and in calculating the period of 12 months' continuous service, absence on account of personal sickness or accident to the extent of 91 days in any 12 months shall be deemed to be part of the period of continuous service.
- (iii) Any absence with reasonable cause proof whereof shall be upon the employee or leave lawfully granted by the employer, but such absence shall not be taken into account in calculating the period of 12 months' continuous service.

(d) Proportionate Leave on Termination of Service

If after one month's continuous service in any qualifying 12 monthly period an employee lawfully leaves his employment, or his employment is terminated by the employer through no fault of the employee the employee shall be paid at his ordinary rate of wage as follows:

twelve and two third hours for each completed month of continuous service.

(e) Payment in Lieu Prohibited

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

(f) Payment for Period of Leave

- (i) Each employee before going on leave shall be paid the amount of wage he would have received in respect of the ordinary time which he would have worked had he not been on leave during the relevant period.
- (ii) During a period of annual leave an employee shall receive a loading calculated on the rate of wages prescribed for the employee concerned. The loading shall be as follows:
 - (a) Day Workers - An employee who would have worked on day work only had he not been on leave, a loading of 17 1/2 percent.
 - (b) Shift Workers - An employee who would have worked on shift work had he not been on leave, a loading of 17 1/2 percent.

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Provided that, where the employee would have received shift loadings as prescribed had he not been on leave during the relevant period and such loadings would have entitled him to a greater amount than the loading of 17 1/2 percent, then the shift loading shall be added to the rate of wage prescribed in lieu of the 17 1/2 percent loading.

Provided further that if the shift loading would have entitled him to a lesser amount than the loading of 17 1/2 percent, then such loading of 17 1/2 percent shall be added to the rate of wage prescribed in lieu of the shift loadings.

(g) Calculation of Service

Where the employer is a successor or assignee or transmittee of a business and an employee was in the employment of the employer's predecessors at the time when the employer 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.

(h) Time of Taking Leave

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. Where practicable and unless otherwise mutually arranged between the employer and the employee, at least 2 weeks' notice shall be given to the employee that his annual leave is to be taken.

(i) Broken Leave

Leave allowed under the provisions of this subclause shall be given and taken in one consecutive period within 6 months from the end of the preceding year of employment, or if the employer and the employee so agree, in two separate periods; the lesser of which shall be of not less than 7 consecutive days. No entitlement shall be permitted to accrue beyond 12 months after the date of accrual.

PROVIDED that annual leave may be taken in more than two periods where the shortest period may be less than 7 consecutive days where the employer and the employee so agree.

(j) Disputes

Any dispute arising out of this clause shall be determined by the Tasmanian Industrial Commission.

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35. CONTRACT OF EMPLOYMENT

- (a) Except as hereinafter provided, employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.

Any employee employed by the week shall, provided he is ready, willing and available for work be paid the weekly wage prescribed for a full week's work and in addition thereto such overtime or other penalty rates if any that may have occurred during the relevant period.

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

PROVIDED that during the first two weeks of employment termination may be effected by either party on the giving of not less than one day's notice.

- (c) Any employee not attending for duty shall, except as provided by Clause 30 - Sick Leave, lose his pay for the actual time of such non-attendance.

- (d) Part-Time Employees

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 16 - Holidays with Pay of Division A, Clause 48 - Sick Leave and Clause 34 - Annual Leave of this Division provided that such payment therefore shall be made at the rate normally paid to such employees for a similar period of time worked.

- (e) Casual Employment

- (i) A casual employee, for working ordinary time, shall be paid 20 percent above the equivalent hourly rate of the weekly rate prescribed by this award for the work which he performs;
- (ii) The penalty prescribed in subclause (e)(i) of this clause shall not be applied when calculating payment for overtime and work on Saturdays, Sundays and public holidays.

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36. GENERAL CONDITIONS

The provisions of the following clauses in Division A - Employees of Electrical Contractors, shall also apply to employees in this division:-

- Clause
10. Availability
 11. Car Allowance
 12. Clothing and Equipment
 13. Compassionate Leave
 16. Holidays with Pay
 20. Multi Storey Allowance
 21. Notice Boards
 23. Parental Leave
 26. Right of Entry
 29. Shop Stewards
 31. Special Rates
 32. Tools
 33. Travelling and Board

37. HOLIDAYS AND SUNDAY WORK

- (a) Employees required to work on the holidays prescribed in Clause 16 - Holidays with Pay of Division A, shall be paid at the rate of double time and one half with a minimum payment as for 4 hours' work, such double time and one half to continue until the employee is relieved from duty.
- (b) Employees required to work on Sundays shall be paid at the rate of double time with a minimum payment as for 4 hours' work, such double time to continue until the employee is relieved from duty.
- (c) If any employee is dismissed within 14 days before any of the holidays mentioned in Clause 16 - Holidays with Pay of Division A hereof and is re-engaged within 14 days after any of the said holidays, he shall be deemed to have been dismissed for the purpose of evading payment for such holidays and any payment so evaded shall be due and payable to the employee provided the employee was dismissed in the first instance through no fault of his own.
- (d) Where the employer and employee agree the minimum payment as for 4 hours' work prescribed in subclause (a) and (b) of this clause may be reduced such lesser payment as may be agreed provided this agreement is accepted in writing by the secretary of the appropriate union.
- (e) For the purposes of this clause in calculating the hourly rate the divisor shall be 40.

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38. HOURS OF EMPLOYMENT

(a) Subject to Clause 39 - Implementation of 38-Hour Week and Clause 40 - In-Plant Discussions of this Award, and subclause (c) - Shift Workers on other than Continuous Work of this clause, and subject to the exception hereinafter provided, the ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:-

- (i) 38 hours within a work cycle not exceeding seven consecutive days; or
- (ii) 76 hours within a work cycle not exceeding fourteen consecutive days; or
- (iii) 114 hours within a work cycle not exceeding twenty-one consecutive days; or
- (iv) 152 hours within a work cycle not exceeding twenty-eight consecutive days.
- (v) 152 hours within a work cycle not exceeding twenty-eight consecutive days in establishments where the method of banking of rostered days off has been agreed to.

(b) Day Workers

- (i) The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week, Monday to Friday.
- (ii) The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks, at the discretion of the employer, between 6.30 am and 6.00 pm in the case of employees engaged under Division B, provided that the spread of hours may be altered by mutual agreement between an employer and the majority of the employees in the plant or section or sections concerned.

PROVIDED that work done prior to the spread of hours fixed in accordance with this subclause for which overtime rates are payable shall be deemed for the purposes of this subclause to be part of the ordinary hours of work.

- (iii) The ordinary hours of work prescribed herein shall not exceed ten hours on any day. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees in the plant or section or sections concerned.
- (iv) A meal period of not less than 30 minutes nor more than 60 minutes shall be allowed each employee. Such meal period shall be taken between the hours of 11.00 am and 3.00 pm.

(c) Shift Workers on other than Continuous Work

In addition to the provisions of subclause (a) of this clause:-

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- (i) The ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than five hours without a break for a meal. Except at regular change-over of shifts an employee shall not be required to work more than one shift in each twenty-four hours.
- (ii) **PROVIDED** that the ordinary hours of work prescribed herein shall not exceed 10 hours on any day. Provided further that in any arrangement of ordinary working hours where ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.

(d) Shift Workers on Continuous Work

This subclause shall apply to shift workers on continuous work as hereinbefore defined. The ordinary hours of shift workers shall average 38 per week inclusive of crib time and shall not exceed 152 hours in twenty-eight consecutive days. Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.

Subject to the following conditions, such shift workers shall work at such times as the employer may require:-

- (i) A shift shall consist of not more than 10 hours inclusive of crib time. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any shift the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.
- (ii) Except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each twenty-four hours.
- (iii) Twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked.

39. IMPLEMENTATION OF 38-HOUR WEEK

- (a) Ordinary hours of work shall be an average of 38 per week as provided in Clause 38 - Hours of Employment and Clause 47 - Shift Work.
- (b) Except as provided in subclause (e) and (f) of this clause, the method of implementation of the 38-hour week may be one of the following:-
 - (i) by employees working less than 8 ordinary hours each day; or
 - (ii) by employees working less than 8 ordinary hours on one or more days in each week; or

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- (iii) by fixing one day on which all employees will be off during a particular work cycle; or
 - (iv) by rostering employees off on various days of the week during a particular work cycle so that each employee has one day off during that cycle; or
 - (v) by accruing an entitlement to rostered days off up to a maximum of six days, or as otherwise mutually agreed and thereby averaging 38 hours over a period not exceeding twelve months.
- (c) In each plant, an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned, the objective being to reach agreement on the method of implementation. Subsequently, such method may be altered by mutual agreement.
- (d) In the absence of agreement at plant level, the procedure for resolving grievances shall be applied in accordance with Clause 46 - Settlement of Disputes. This procedure shall be applied without delay.
- (e) Circumstances may arise where different methods of implementation of a 38-hour week apply to various groups or sections of employees in the plant or establishment concerned.
- (f) Notice of Days Off
- (i) Except as provided in subclause (g) of this clause, in cases where by virtue of the arrangement of the employee's ordinary working hours, an employee, in accordance with subclause (b)(iii), (iv) and (v) of this clause, is entitled to a day or days off during the employee's work cycle, then such days off may be taken as mutually agreed between the employee and the employer.
 - (ii) Where a system of working is adopted to allow one rostered day off in each four week cycle or the banking of rostered days off, an employee shall not be entitled to more than 12 such rostered days off in any twelve month periods.
- (g) Substitute Days
- The day or days scheduled to be the day or days off in accordance with subclause (b)(iii), (iv) and (v) of this clause, may be worked as an ordinary working day or days without penalty when substituted by another day or days by agreement between the employer and the employee concerned or, where a number of employees concerned, by agreement between the employer and the majority of the employees.

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40. IN-PLANT DISCUSSIONS

- (a) Procedures shall be established for in-plant discussions the objective being to agree on the method of implementing a 38-hour week in accordance with Clause 38 - Hours of Employment, of this Division of this award, entailing an objective review of current practices to establish where improvements can be made and implemented.
- (b) The procedures should allow for in-plant discussions to continue even though all matters may not be resolved by the date of the operation of the 38-hour working week coming into this division of the award.
- (c) The procedures should make suggestions as to the recording and understandings reached and the methods of communicating agreements and understandings to all employees.
- (d) The procedures should allow for the monitoring of agreements and understandings reached in-plant.
- (e) In cases where agreement cannot be reached 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 the procedure shall be in accordance with Clause 46 - Settlement of Disputes of the award.
- (f) There shall be on-going regular reviews of work practices to establish where improvements can be made and implemented.

41. MIXED FUNCTIONS

An employee engaged for more than 4 hours of any one day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If for less than 4 hours of one day or shift he shall be paid the higher rate for the time so worked.

42. OVERTIME

- (a) For all time worked outside ordinary hours the rates of pay shall be time and a half for the first 2 hours and double time thereafter, such double time to continue until the completion of the overtime work.

Except as provided in subclause (b) hereof in computing overtime each day's work shall stand alone.

- (b) Rest Period after Overtime

Where overtime work is necessary it shall wherever reasonably practicable be so arranged that employees have at least 10 consecutive hours off duty between the work of the successive days; providing however that should the period of overtime worked exceed 8 consecutive hours an employee shall, following the completion of

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such overtime, be entitled to a rest period of consecutive hours at least equal to the number of consecutive overtime hours worked, without loss of pay for ordinary working time occurring during such absences. If, on the instruction of the employer or his representative the employee resumes or continues to work without having had such rest period he shall be paid at double rates until he is released from duty for such period and they shall then be entitled to be absent until he has had such credit rest period without loss of pay for ordinary time occurring during such absence.

(c) Call Back

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 3 hours work at the appropriate rate for each time he is so recalled; providing that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 3 hours if the job he is recalled to perform is completed within a shorter period.

This subclause shall not apply in cases where it is customary for an employee to return to his employer's premises to perform a specific job outside his ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break), with the completion or commencement of ordinary working time.

Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause (b) of this clause where the actual time worked is less than 3 hours on such recall or on each of such recalls.

An employee who is recalled to work shall either be provided with transport by the employer or the employer shall defray the reasonable cost of the employee reporting for work and returning home.

(d) Saturday Work

- (i) Employees required to work overtime on a Saturday shall be afforded at least 2 hours work or paid for 2 hours at the appropriate rate except where such overtime is continuous with overtime on the day previous.

Provided that the rest period provisions shall not apply where an employee only works within the engagement period.

- (ii) Where the employer and employee so agree overtime worked on a Saturday by the employee may be nominated to be less than four hours or payment at the appropriate rate for the lesser agreed time provided such agreement receives written approval from the Secretary of the appropriate union.

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(e) Standing By

Subject to any custom now prevailing under which an employee is required regularly to hold himself in readiness for a call back, an employee required to hold himself in readiness to work after ordinary hours shall, until released, be paid standing by time at ordinary rates from the time from which he is so to hold himself in readiness.

(f) Meal Hours - General

For work done during meal hours and thereafter until a meal break is allowed time and a half rates shall be paid. An employee shall not be compelled to work for more than 5 hours without a break for a meal.

(g) Crib Time

An employee working overtime shall be allowed a crib time of 20 minutes without deduction of pay after each 4 hours of overtime worked if the employee continues work after such crib time.

Unless the period of overtime is less than one and a half hours, an employee, before starting overtime after working ordinary hours, shall be allowed a meal break of 20 minutes, which shall be paid for at ordinary rates.

An employer and 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 20 minutes.

(h) Meal Allowances

An employee required to work overtime for more than 2 hours without being notified on the previous day or earlier that he will be so required to work, shall either be supplied with a meal by the employer or paid \$4.90 for the first meal, \$4.90 for the second meal and \$4.90 for each subsequent meal; but such payment need not be made to employees living in the same locality as their workshops, who can reasonably return home for meals.

Unless the employer advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be), the employer shall provide such second and/or subsequent meals or make payment in lieu thereof as above prescribed.

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 meals which he has provided but which are surplus.

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- (i) Where requested by an employee and agreed to by an employer, time off in lieu of payment for overtime may be taken. Time off shall be calculated by multiplying the hours worked by the appropriate overtime rate.

Alternatively, time off equivalent to the period of overtime worked may be taken in which case the employee shall be paid the appropriate penalties for such overtime work less the single time component for time taken in lieu of payment.

- (j) Divisor

In calculating payment for overtime under the provisions of this clause the hourly rate will be calculated using a 38 divisor.

- (k) Requirement to Work Reasonable Overtime

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

43. 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 16 - Holidays with Pay and Clause 30 - Sick Leave of Division A and Clause 34 - Annual Leave of this Division provided that such payment therefore shall be made at the rate normally paid to such employees for a similar period of time worked.
- (b) The wage rates payable per hour shall be one-fortieth of the relevant rate.

44. PAYMENT OF WAGES

- (a) Wages shall be paid weekly or fortnightly as agreed by the employer and employee, in the employer's time and not later than Thursday in the relevant pay week.
- (b) (i) At the discretion of the employer wages may be paid in cash, by cheque or by direct transfer into an employee's bank (or other recognised financial institution) account.
- (ii) Where an employer elects to pay employees by direct transfer the employer shall pay to employees, in addition to any other entitlements, an amount to cover government fees and charges for one deposit and one withdrawal per day.

PROVIDED that this payment shall only be made where payment by direct transfer is introduced subsequent to 15 July 1989.

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- (c) An employee kept waiting for his wages on pay day after the usual time for ceasing work shall be paid overtime rates for the time he is so kept waiting. This penalty shall not apply where circumstances beyond the control of the employer prevent the employee being paid his wages at the usual ceasing time of work on the nominated pay day.
- (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 the deductions made therefrom, and the net amount paid to him.
- (e) Employee who actually works 38 ordinary hours each week

In the case of an employee whose ordinary hours of work are arranged in accordance with Clause 39 - Implementation of 38-Hour Week, subclause (b)(i) or (ii) of this award so that he works 38 ordinary hours each week, wages shall be paid weekly or fortnightly according to the actual ordinary hours worked each week or fortnight.

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

Subject to subclause (g) and (h) of this clause, in the case of an employee whose ordinary hours of work are arranged in accordance with Clause 39 - Implementation of 38-Hour Week, subclause (b)(iii), (iv) and (v) 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 or fortnightly according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.

Special Note:- Explanation of Averaging System

As provided in this subclause an employee whose ordinary hours may be more or less than 38 in any particular week of 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:-

- (i) Clause 39 - Implementation of the 38-Hour Week provides in subclause (b)(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 or rostered day basis, during each work cycle. It is in these circumstances that the averaging system would apply.
- (ii) If the 38-hour week is to be implemented so as to give an employee a day off in each work cycle, this would be achieved if, during a work cycle of 28 consecutive days (that is, over four consecutive weeks) the employee's ordinary hours were arranged on the basis that in three of the four weeks he worked 40 ordinary hours each week and in the fourth week he worked 32 ordinary hours.

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In such a case the averaging system may apply and the weekly wage rates for ordinary hours of work applicable to the employee shall be the average weekly wage rates set out for the employee's calculating classification in Clause 8 - Wage Rates, Division B - Electrical Engineers and Electricians other than Division A of this award and shall be paid each week even though more or less than 38 hours are worked in 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 of 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 only 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.

- (iii) In implementing a 38-hour week an employee may accrue his rostered days off to a maximum of 7 days in accordance with Clause 39 - Implementation of 38-Hour Week, subclause (b)(v). In such cases the averaging system as detailed in paragraph (ii) above applies and the employee accrues a credit which is carried forward for a period of up to 12 months.
- (iv) As provided in subclause (g) of this clause, an employee will not accrue a credit for each day he is absent from duty other than on annual leave, public holiday, paid sick leave, or compassionate leave. When an employee is absent from duty because of annual leave, public holidays, paid sick leave, or compassionate leave, his entitlement is determined in accordance with the appropriate award provision dealing with such entitlements.

(g) Absences from Duty

- (i) An employee whose ordinary hours are arranged in accordance with Clause 39 - Implementation of 38-Hour Week, subclauses (b)(iii), (iv) and (v) of this award and who is paid wages in accordance with subclause (e) of this clause and is absent from duty (other than on annual leave, public holidays, paid sick leave, compassionate leave or workers' compensation) shall, for each day he is so absent, lose average pay for that day calculated by dividing his average weekly wage rate by 5. 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 pay rate by 8.

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- (ii) **PROVIDED** that when such an employee is absent from duty for a whole day without pay he will not accrue a 'credit' because he would not have worked ordinary hours that day in excess of 7 hours 36 minutes for which he would otherwise have been paid. Consequently, during the week of the work cycle he is to work less than 38 ordinary hours he will not be entitled to average pay for that week. In that week, the average pay will be reduced by the amount of the 'credit' he does not accrue for each whole day during the work cycle he is absent.

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

$$\frac{\text{Total of credits not accrued during cycle} \times \text{average weekly pay}}{38}$$

Examples:

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

- 1. Employee takes one day off with authorisation in first week of cycle.

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

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2. Employee takes each of the 4 days off without authorisation in the 4th week.

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

(h) Alternative Methods of Payment

- (i) **PROVIDED** that in the case of an employee who prior to the days of implementation of the 38-hour week into this award, was working less than 40 hours each week and who was paid by a method different from that provided for in subclause (e) and (f) of this clause, such method may be continued.
- (ii) **PROVIDED ALWAYS** that where the employer and the majority of employees concerned agree on an alternative method of paying wages to that provided in subclause (e) and (f) of this clause may be introduced.

(i) Payment on Termination

Where the services of an employee are dispensed with, his or her wages shall be paid on the day of dismissal or forwarded by post on the day following; provided that in the case of an employee whose ordinary hours are arranged in accordance with Clause 39 - Implementation of 38-Hour Week, subclauses (b)(iii), (iv) and (v) of this award and is paid average pay and who has not taken the day or days off due to him during the work cycle in which his employment is terminated, the wages due to the employee shall include the total of credits accrued during the work cycle as detailed in the Special Note following Clause 44 - Payment of Wages, subclause (f)(ii) and (iii) of this award; provided further that where the employee has taken a day or days 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 cycle.

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(j) 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 may be paid on the working day preceding pay day.

(k) Payment During First Week of Employment

On the first pay day occurring during his employment, an employee shall be paid whatever wages are due to him up to the completion of his work on the previous day. Provided that the subclause shall not apply to employers who make a practice of allowing advances approximating wages due.

(l) Calculation of Hourly Rate

Unless specifically provided elsewhere in this division of the award, hourly rates shall be calculated by dividing the appropriate weekly rate by 38.

45. REST PERIODS

There shall be allowed without deduction in pay a maximum rest period of 5 minutes to be taken within the employees ordinary hours of work at a time agreed to between the employer and the employees concerned.

46. SETTLEMENT OF DISPUTES

Subject to the provisions of the Tasmanian *Industrial Relations Act 1984* any dispute or claim arising out of or relating to this award shall be dealt with in the following manner:-

- (a) The matter shall first be discussed between the employee and his or her immediate supervisor.
- (b) If not settled the matter shall be discussed between the employer's delegate, and the supervisor or manager.
- (c) If not settled the matter shall be referred to the Secretary of the appropriate Union for discussion between the appropriate union representative and the management of the company.
- (d) If the matter is still not settled it shall be submitted to the Tasmanian Industrial Commission for determination.
- (e) Whilst the above procedure is being followed the status quo that existed prior to the dispute or claim arising, shall continue to prevail until the dispute is resolved and industrial action will not be taken.

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47. SHIFT WORK

- (a) For the purpose of Clause 38 - Hours of Employment, subclause (c) of this division:

'Afternoon shift' means any shift finishing after 6.00 pm and at or before midnight.

'Continuous work' means work carried on with consecutive shifts of employees throughout the twenty-four hours of each of at least six consecutive days without interruption, except during breakdowns or meal breaks or due to unavoidable circumstances beyond the control of the employer.

'Night shift' means any shift finishing subsequent to midnight and at or before 8.00 am.

'Rostered shift' means a shift of which the employee concerned has had at least 48 hours notice.

- (b) Rosters

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

- (c) Variation by Agreement

The method of working shifts may, in any case, be varied by agreement between the employer and the accredited representatives of the union of the employees concerned to suit the circumstances of the establishment.

The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the accredited representatives of such union to suit the circumstances of the establishment or in the absence of agreement by 7 days notice of alteration given by the employer to the employee.

- (d) Shift Allowance

(i) Shift workers whilst on afternoon or night shifts shall be paid 15% more than the ordinary rates of such shifts.

(ii) A shift worker who works on any afternoon or night shift which does not continue -

(1) for at least 5 successive afternoons or nights in a 5 day workshop or 6 successive afternoons or nights in a 6 day workshop; or

(2) for at least the number of ordinary hours prescribed by one of the alternative arrangements in subclause (a), (c) and (d) of Clause 38 - Hours of Employment of this Division shall be paid at the overtime rates as prescribed for day workers in Clause 42 - Overtime of this Division.

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- (iii) An employee who -
 - (1) during a period of engagement on shift, works night shift only; or
 - (2) remains on night shift for a longer period than 4 consecutive weeks; or
 - (3) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one-third of his working time off night shift in each shift cycle, shall, during such engagement, period or cycle, be paid at the rate of time and a quarter for all time worked during ordinary working hours on such night shifts.
- (e) Shift workers, for all time worked in excess of or outside the ordinary working hours prescribed by this award or on a shift other than a rostered shift shall:
 - (i) if employed on continuous work be paid at the rate of double time; or
 - (ii) if employed on other shift work be paid at the rate of time and a half for the first 3 hours and double time thereafter, except in each case when the time is worked -
 - (1) by arrangement between the employees themselves; or
 - (2) for the purpose of effecting the customary rotation of rotation of shifts; or
 - (3) is due to the relief employee not coming on duty at the proper time; or
 - (4) on a shift to which an employee is transferred on shift notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with subclause (b) of Clause 35 - Contract of Employment of this Division.

The penalties prescribed for subclause (e)(i) and (ii) of this clause shall not apply.

PROVIDED that when more than 7 hours 36 minutes notice has been given to the employer by the relief man that he will be absent from work and the employee whom he should relieve is not relieved, the unrelieved employee shall be paid at the rate of time and one half for the first three hours on duty after he has finished his ordinary shift and at the rate of double time thereafter.

- (f) Saturday Work
 - (i) The minimum rate to be paid for any shift work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed by the first and second paragraphs of subclause (d)(i).

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- (ii) For the purpose of calculating payment for Saturday work the hourly rate shall be determined by applying a 40 divisor.
- (g) Sunday and Holidays
 - (i) Shift workers on continuous work done on a rostered shift the major portion of which is performed on a Sunday or holiday shall be paid at the rate of time and a half.

Shift workers on other than continuous work for all time worked on a Sunday or a holiday shall be paid at the rates prescribed by Clause 37 - Holidays and Sunday Work of this Division. When shifts commence between 11 pm and midnight on a Sunday or holiday, on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.
 - (ii) For the purpose of calculating payment for work performed in accordance with this subclause the hourly rate shall be determined by using 40 divisor.

48. SICK LEAVE

- (a) An employee, other than one engaged as a casual or part-time employee who works less than 20 hours per week, who is absent from work on account of personal illness or on account of injury by accident shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations:-
 - (i) he shall not be entitled to such leave of absence for any period in respect of which he is entitled to workers' compensation;
 - (ii) he shall, as soon as possible and where practicable within one hour of the commencement of 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; provided that such notice must be given within 48 hours of the commencement of such 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 two weeks of ordinary working time. Sick leave shall be credited on the date of commencement and on each anniversary of that date; provided that during the first three months of employment, sick leave shall accumulate at the rate of 6.33 hours at the commencement of each month.

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- (v) for the purpose of administering paragraph (iv) of this subclause, an employer may within one month of this award coming into operation or within 2 weeks of the employee entering his employment require an employee to make a sworn declaration or other written statement as to what paid leave of absence he has had from any employer during the then current calendar year, and upon such statement the employer shall be entitled to rely and act.
- (b) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a) (iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave shall be credited to the employee and, subject to the conditions hereinbefore prescribed shall be allowed by the 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 payments 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.
- (d) Sickness on Day Off

Where an employee is sick or injured on the week day he is to take off in accordance with Clause 39 - Implementation of 38 Hour Week, of this Division, he shall not be entitled to sick pay nor will his pay entitlement be reduced as a result of sickness or injury that day.

49. SUPERANNUATION

- (a) Definitions

'The Fund' shall mean TASPLAN or an alternative fund as referred to in subclause (c) hereof provided that such alternative fund is approved in accordance with the Commonwealth Operational Standards for Occupational Superannuation Funds.

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

'Ordinary Time Earnings' shall mean the classification rate including overaward payments, loadings for shift work, part-time or casual work and any permanent all purpose allowances but shall exclude overtime payments, leave loading and annual and/or long service leave payments on termination of employment.

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

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(b) Contributions

- (i) An employer shall make a contribution equivalent to 3% of ordinary time earnings (as defined) into the fund in respect of all eligible employees (as defined). Such earnings shall exclude overtime and allowances in the nature of reimbursement (such as meal money).

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

- (ii) In the case of eligible casual and part-time employees, contributions shall become payable following the completion of 38 hours work each calendar month.

(c) Alternative Funds

- (i) An employer shall not be required to pay a contribution on behalf of any eligible employee into more than one approved fund (as defined) for the same period of employment.

- (ii) Where an employer is already, at the time this clause is included in the award, paying on behalf of the employee a contribution of not less than 3% of ordinary time earnings into an alternative fund (as referred to in subclause (a) hereof) then the employer may continue to use that fund provided that contributions are made in accordance with this clause.

- (iii) Where an alternative fund (as referred to in subclause (a) hereof) is in use for the majority of employees in a particular establishment then such alternative fund may be used for the purposes of this clause provided that contributions are made as herein prescribed.

- (iv) Where agreement is reached between an employer and a union an alternative fund (as referred to in subclause (a) hereof) may be used for the purposes of contributions payable under this clause.

- (d) Notwithstanding anything elsewhere contained in this clause, an employee who belongs to the religious fellowship known as Brethren and who holds a certificate issued by the Registrar pursuant to Section 32(9) of the Act may nominate an alternative approved fund (as defined) into which the contributions shall be paid.

(e) Exemptions

For the purpose of this award the following employer has been determined to be exempt from the use of TASPLAN and shall contribute to an "Approved Fund" as specified in this clause:

Employer
Salamanca Arts Centre Inc

Fund
The Eagle Retirement Fund

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(f) Date of Operation

The provisions of this clause shall operate from, and contributions shall be payable from, the first pay period to commence on or after 1 September 1989.

Tim Abey
COMMISSIONER

30 August 2004