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## IN THE TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984

**T.2146 of 1989** — **IN THE MATTER OF** AN APPLICATION BY THE TASMANIAN TRADES AND LABOR COUNCIL TO VARY ALL PRIVATE AND PUBLIC SECTOR AWARDS AND AGREEMENTS TO INCREASE WAGE RATES AND ALLOWANCES GENERALLY AND TO REVIEW THE WAGE FIXATION PRINCIPLES

**AND**

**T.2147 of 1989** — **IN THE MATTER OF** AN APPLICATION BY THE BUILDING WORKERS' INDUSTRIAL UNION OF AUSTRALIA (TASMANIAN BRANCH) TO VARY THE BUILDING TRADES AWARD RE BASE RATE FOR TRADESPERSON IN DIVISION A. AND TO INCREASE WORK RELATED ALLOWANCES

**AND**

**T.2152 of 1989** — **IN THE MATTER OF** AN APPLICATION BY THE TASMANIAN PUBLIC SERVICE ASSOCIATION TO VARY NOMINATED AWARDS AND AGREEMENTS RE SALARIES, ALLOWANCES AND AWARD RESTRUCTURING

**AND**

**T.2167 of 1989** — **IN THE MATTER OF** AN APPLICATION BY THE TASMANIAN TEACHERS FEDERATION TO VARY NOMINATED AWARDS TO INCREASE SALARIES AND SALARY-RELATED ALLOWANCES

CONSEQUENT ON THE DECISION OF THE AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION IN THE NATIONAL WAGE CASE DECISION OF 7 AUGUST 1989

**ORDER -**

**No. 1 of 1990**
**(Consolidated)**

AMEND THE **TOTALIZATOR AGENCY AWARD** BY DELETING ALL CLAUSES CONTAINED THEREIN AND INSERTING IN LIEU THEREOF THE FOLLOWING:

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## 1. TITLE

This award shall be known as the "Totalizator Agency Award".

## 2. SCOPE

This award is established in respect of the of the industry carried on by the Totalizator Agency Board and its agents.

## 3. ARRANGEMENT


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**CONDITIONS FOR EMPLOYEES IN DIVISION B - ADMINISTRATIVE AND OTHER STAFF**


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## 4. DATE OF OPERATION

This award shall come into operation from the first full pay period commencing on or after 23 November 1989.

**PROVIDED** that it is a term of this award (arising from the decision of the Tasmanian Industrial Commission in the State Wage Case of 30 October 1989) that the union undertakes, 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. 2 of 1988 (Consolidated), No. 3 of 1988, No. 1 of 1989 and No. 2 of 1989.

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

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## 6. PARTIES AND PERSONS BOUND

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

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

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

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

the Federated Clerks' Union of Australia, Tasmanian Branch and the officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope;

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

the Tasmanian Confederation of Industries.

## 7. DEFINITIONS

### DIVISION A

**"Full-time employee"**: For the purposes of this award, a full-time employee shall mean any employee who is paid a weekly wage as for forty (40) hours.

### DIVISION B

(a) **"Agency Supervisor"** means a Casual Clerk who, in addition to carrying out the duties in (d) below also acts as a Supervisor from time to time of an Agency during periods of absence of the Agency Manager, or Agent.

(b) **"Board"** means the Tasmanian Totalizator Agency Board.

(c) **"Employed casually"** means employment on a contract of hiring of less than by the week.

(d) **"Operational Staff"** means Casual Clerks employed by the Board or by an Agent (excluding Sub-Agent) of the Board in any agency or section in all or any of the following duties, namely sellers, payers, sorters, collators, checkers, recorders, telephonists, ledger clerks and like operational and clerical categories.

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## 8. WAGE RATES

### DIVISION A - CASUAL STAFF

1. ADULTS

Adult employees classified hereunder shall be paid the rates of wage assigned to that classification.

| | | Basic Rate Per Week | Ordinary Time | Hourly Rate Time and One Half | Double Time |
|---|---|---|---|---|---|
| | | $ | $ | $ | $ |
| **1.** | **Hobart Control Centre** | | | | |
| (i) | When in Sole Charge | 408.60 | 12.26 | 17.38 | 22.48 |
| (ii) | All other times | 364.40 | 10.93 | 15.49 | 20.04 |
| **2.** | **Agency Supervisors** | | | | |
| (i) | When in Sole Charge | | | | |
| | (a) District Centres and Grade I Agencies (including Hobart Telephone Betting | 392.70 | 11.78 | 16.69 | 21.60 |
| | (b) All other Agencies | 365.40 | 10.96 | 15.53 | 20.10 |
| (ii) | At other times | | | | |
| | (a) District Centres and Grade I Agencies | 355.40 | 10.67 | 15.12 | 19.56 |
| | (b) All Other Agencies | 353.90 | 10.62 | 15.04 | 19.47 |

(iii) Agency Supervisors who are appointed in sole charge of a branch or agency for a period in excess of two consecutive weeks whilst the manager or agent is absent, will be paid the minimum salary appropriate to such grade of agency for all time worked.

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| | | | | | |
|---|---|---|---|---|---|
| **3.** | **All Other Operational Staff** | 341.80 | 10.26 | 14.54 | 18.81 |

**4.** Notwithstanding the above, all new staff undergoing training shall be paid at 70% of the normal rate for the first 20 hours of employment.

## DIVISION B - ADMINISTRATIVE AND OTHER STAFF

1. ADULTS

Adult employees classified hereunder shall be paid within the minimum and maximum salaries per annum as set out hereunder -

| | | | Minimum $ | Maximum $ |
|---|---|---|---|---|
| A | 1. | Administrative Officer | 23337 | 25471 |
| A | 2. | Accounts Supervisor | 21332 | 23258 |
| A | 3. | Accounts Clerk | 17897 | 19611 |
| A | 4. | Receptionist | 17897 | 19611 |
| A | 5. | Printing Clerk | 17897 | 19611 |
| A | 6. | Typist | 17897 | 19611 |
| O | 7. | Senior Programmer | 31938 | 36510 |
| O | 8. | Programmer | 26300 | 30025 |
| O | 9. | Graduate Programmer | 23235 | 24373 |
| 0 | 10. | Raceday Manager | 26702 | 30485 |
| O | 11. | Raceday Supervisor | 24525 | 27908 |
| O | 12. | Control Centre Supervisor | 21140 | 23033 |
| O | 13. | Marketing Manager | 24310 | 27629 |
| O | 14. | Senior Technician | 26183 | 29872 |
| O | 15. | Technician | 24168 | 27485 |
| O | 16. | Development Manager - Operations | 24525 | 27908 |
| O | 17. | Branch Manager (1) | 21332 | 23258 |
| O | 18. | Branch Manager (2) | 21140 | 23033 |
| O | 19. | Telephone Betting Manager | 22290 | 24301 |
| O | 20. | On-Course Manager/South | 22290 | 24301 |

KEY - A = Administrative Employee O = Other Staff

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2. JUNIOR CLERKS

The minimum rates of wages that may be paid to junior clerks shall be the undermentioned percentage of classification 6 hereof:-

| | % |
|---|---|
| 16 years of age | 50 |
| 17 years of age | 60 |
| 18 years of age | 70 |
| 19 years of age | 80 |
| 20 years of age | 90 |

**Review**

The position of all officers in relation to the salary range shall be reviewed annually by the employer.

Should the review not be to the satisfaction of an employee, such employee shall have the right in the first instance to raise the matter with management and if not satisfied shall have the right to have the matter referred by the union for determination by the Tasmanian Industrial Commission.

## CONDITIONS FOR EMPLOYEES IN DIVISION A - CASUAL STAFF

### 9. CASUAL EMPLOYEES

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

### 10. CONDITIONS AGREED TO UPON ENGAGEMENT

The conditions of contract are:

"CONDITIONS I AGREE to accept employment within the personnel policies of the Board and subject also to the following conditions;

1. I will accept responsibility for all cash handled by me and the making good of any cash shortages that may occur while I have sole access to the cash.

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2. Any cash surplus that I may incur shall be controlled through an 'unders and overs' account at each location from which money may be drawn to compensate for cash shortages.

3. I will not, during my employment with the Board or any agent of the Board or at any time thereafter, divulge or communicate any confidential information acquired by me in the course of my duties.

4. I understand that the compulsory retirement age is 65 years for males and 60 years for females.

5. I will not transfer to other Branches or Agencies or on-course Totalizators of T.A.B. without prior advice to the Branch or Agency or on-course Totalizator where employed, or to the Board.

AND I DO FURTHERMORE AGREE and acknowledge that if I commit any breach of the foregoing provisions I may be liable to immediate dismissal without notice.

Signature of Applicant .....Date .....

**PROVIDED HOWEVER**:

1. The Board at its own discretion elect not to recoup any cash shortages or error loss from a member.

2. Shortages which are the result of the faulty operation of equipment or electrical or mechanical systems shall not be classified as shortages for the purpose of this clause.

3. In the event of any member becoming liable to make repayment pursuant to this clause, the amounts of instalments shall not exceed the rate of 25 per centum of the weekly wages of such member except in exceptional circumstances."

## 11. HOURS

(a) The hours of work for which the rates of wages fixed by this award shall be paid shall be 40 per week to be worked between the hours of 8.30 a.m. and 8.30 p.m. Monday to Saturday inclusive.

(b) All time of work between the hours of 8.30 p.m. and 8.30 a.m. Monday to Saturday inclusive shall be paid for at the rate of time and one half of the ordinary rate.

(c) All time worked in excess of 8 hours on any one day Monday to Friday inclusive shall be paid for at double the ordinary rate.

(d) All time of work on a Saturday outside of the 40 hours per week shall be paid for at double the ordinary rate.

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(e) All work on Sundays and Public Holidays shall be paid for at double the ordinary rate.

(f) Time worked shall be calculated and paid for to the nearest 5 minutes. Time worked at more than one Agency on any one day will be cumulative except where the second and subsequent periods of work are voluntary.

## 12. LATE FINISH

Employees terminating an engagement after 9.30 p.m. and beyond the time when access to reasonable public transport is available, will be provided with special transport arrangements to their homes if needed.

## 13. PAYMENT OF WAGES

Wages due will be calculated as at Wednesday and will be available for collection from Thursdays in agencies and Fridays in Hobart Control Centre and Hobart Telephone Betting. If requested, each employee shall receive a detailed pay advice, listing gross pay, tax, other deductions and net pay.

## 14. PERIOD OF ENGAGEMENT

Employees will be rostered as required by the Board and where possible at least 7 days notice of an engagement will be given.

Each engagement will be for a minimum period of 2 hours, except that on Saturdays and Public Holidays the minimum period will be 3 hours.

## 15. POSTPONED AND ABANDONED MEETINGS

Employees who, after carrying out the Board's prescribed check procedure when it appears that a meeting may be postponed or abandoned, are requested to report for duty and upon attending are then advised that their services are not required because of a meeting being postponed or abandoned shall be paid a minimum of 2 hours at the appropriate rate.

## 16. PREFERENCE OF EMPLOYMENT

Preference in engagement or retention of employees shall be given equally to persons in the following categories who are available and suitable -

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(a) members of the Tasmanian Branch of the Federated Clerks Union of Australia;

(b) persons who are prepared to give forthwith a written undertaking to apply to join the Tasmanian Branch of the Federated Clerks Union of Australia within fourteen (14) days;

(c) conscientious objectors.

If there is more than one person applying for employment within any or all of these categories, the employer shall have freedom to select any one or more of such persons in his or its discretion.

## 17. PUBLIC HOLIDAYS

New Year's Day, Australia Day, Hobart Regatta Day (South), Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Show Day, Recreation Day (North), Christmas Day, Boxing Day, will constitute public holidays for the purpose of payment of penalty rates.

**'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 12 paid public holidays per year.

## 18. REST PAUSES AND MEAL BREAKS

Employees will be allowed a rest pause of 10 minutes after 2.1/2 hours and before the expiration of three and one half hours in any engagement.

Where it is intended to work employees longer than 5 hours, they will be given a meal break of half an hour after working for 4 hours which will not be counted as time worked, unless in special circumstances there is mutual agreement that the employee work through and be paid for all time worked.

Employees required for duty on any day for more than 10 hours will be allowed a meal break of not less than 30 minutes, which will not be counted as time worked, and will be supplied with a meal or paid the sum of $4.90 in lieu thereof.

Discretion is allowed the parties to mutually agree on Rest Pauses and Meal Breaks to cover the particular circumstances.

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## 19. RIGHT OF ENTRY OF UNION OFFICIALS

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

(i) that he produces his authority to such persons as may be appointed by the employer for that purpose;

(ii) that he interviews employees at recognised places where they are taking their meal or crib; or at such other places as may be arranged between the union and the employer;

(iii) that if the employer alleges that a representative is unduly interfering with his work or is offensive in his methods or is creating dissatisfaction amongst his employees, or is committing a breach of the previous conditions, the employer may refuse the right of entry, but the representative shall have the right to bring such refusal before the Secretary for Labour.

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

FEDERATED CLERKS UNION OF AUSTRALIA
TASMANIAN BRANCH

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

.....
Secretary

(SEAL)

.....
Signature of Holder
of Certificate

(THIS CERTIFICATE IS STRICTLY NOT TRANSFERABLE)

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## 20. UNIFORMS

Where staff are required to wear a distinctive dress or uniform, it will be supplied, and laundered if requested, free of charge by the Board.

## CONDITIONS FOR EMPLOYEES IN DIVISION B - ADMINISTRATIVE AND OTHER STAFF

## 21. ANNUAL LEAVE

(a) Period of Leave

1. Administration

A period of 28 consecutive days' leave shall be allowed annually to an employee after 12 months' continuous service on fortnightly hiring.

2. Other Staff

A period of 35 consecutive days' leave shall be allowed annually to an employee after 12 months' continuous service on fortnightly hiring.

(b) Broken Leave

Leave allowed under the provisions of this subclause shall be given and taken in one consecutive period. **PROVIDED** that where there is agreement between the employer and employee, annual leave may be taken in two or more periods. No entitlement shall be permitted to accrue beyond 12 months after the date of accrual.

(c) Leave to be Exclusive of Public Holidays

If any of the holidays prescribed by Clause 27 - Holidays with Pay falls within an employee's period of annual leave, and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that leave one day for each such holiday so occurring.

(d) Payment in Lieu Prohibited

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

(e) Time of Taking Leave

Annual Leave shall be given at a time mutually agreed upon or fixed by the employer within a period not exceeding 6 months from the date when the right to annual leave accrued, and after not less than 2 weeks' notice to the employee.

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(f) Payment for Period of Leave

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

(ii) In addition thereto all employees shall receive a loading of 17 1/2 per cent on payment made for annual leave as prescribed in paragraph (i) hereof. Such loading shall not apply to proportionate leave on termination of service.

(g) Leave Allowed before Due Date

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

Where leave has been granted to an employee pursuant to this subclause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months' continuous service in respect of which the leave was granted, the employer may, for each complete month of the qualifying period of 12 months not served by the employee deduct from whatever remuneration is payable to the employee upon the termination of the employment, one-twelfth of the amount of wages paid on account of annual leave which amount shall not include any sums paid for any of the holidays prescribed by Clause 27 - Holidays with Pay.

(h) Proportionate Leave on Termination of Service

If after one completed month of service in any 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 as follows:-

(i) Administration

13 1/3 hours for each completed month of continuous service.

(ii) Other Staff

16 2/3 hours for each completed month of continuous service.

This service is in respect of which leave has not been granted.

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## 22. CLOTHING

Where an employer requires an employee to wear outer clothing or protective clothing of a distinctive colour or style, such clothing shall be supplied by the employer without cost to the employee. The cost of repair and replacement of such clothing shall likewise be the responsibility of the employer.

## 23. COMPASSIONATE LEAVE

An employee shall on the death of a wife, husband, father, mother, child, step-child, brother, sister, mother-in-law, father-in-law, step-mother, step-father, grand-father, grand-mother, 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.

Special compassionate leave may be granted to an employee.

## 24. CONTRACT OF EMPLOYMENT

(a) With the exception of employees engaged as specified in Clause 10 of this award, all employment shall be by the fortnight and the employment of an employee will not be terminated except for misconduct which would justify instant dismissal, without at least a fortnight's notice being given by the employer to the employee, and the employee shall likewise give to the employer a fortnight's notice of his intention to terminate his employment. If a fortnight's notice be not given by the employer or employee, a fortnight's wages shall be paid or forfeited as the case may be, and in the case of misconduct wages shall be paid up to the time of dismissal only.

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

(b) An employee shall be entitled to receive on request a Certificate of Service on termination of services. Such Certificate shall contain at least the commencing and finishing dates of service and shall become the absolute property of the employee.

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## 25. EXISTING WAGE RATES

No employee shall have his rate of wages reduced as a result of this award.

## 26. HOLIDAY WORK

(a) Administration

For all time of duty on any of the holidays mentioned in Clause 27 - Holidays With Pay, payment shall be made at the rate of double time and a half, with a minimum payment as for 3 hours worked.

(b) Other Staff

For all time of duty on any of the holidays mentioned in Clause 27 - Holidays with Pay, payment shall be made at the rate of double time with a minimum payment as for 3 hours worked.

## 27. HOLIDAYS WITH PAY

(a) (i) All employees shall be allowed the following days as paid holidays - New Year's Day, Australia Day, Hobart Regatta Day (South of Oatlands), Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day (as defined), the first Monday in November (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day.

(ii) In addition, administration employees shall be allowed Easter Tuesday and all other employees - Easter Saturday.

(iii) By mutual agreement between the employer and employee an employee may elect to take time off in lieu of a public holiday.

(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.

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

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## 28. HOURS

(a) The hours of work for which the rates of wages are fixed by this award shall be as follows:

(i) Administration

Between the hours of 8.45 a.m. to 5.00 p.m.
Monday to Friday inclusive.

(ii) Other Staff

Between the hours -

| | | |
|---|---|---|
| Monday | 7.30 a.m. to 2.30 a.m. | Tuesday |
| Tuesday | " | " | Wednesday |
| Wednesday | " | " | Thursday |
| Thursday | " | " | Friday |
| Friday | " | " | Saturday |
| Saturday | " | " | Sunday |

(b) (i) Administration

The hours of work prescribed by this clause shall excepting for a meal break of not less than 30 minutes nor more than 75 minutes, be continuous on each day. Such meal break shall be taken between the hours of 11.30 a.m. and 2.30 p.m.

Provided that in exceptional circumstances, discretion is allowed to the parties to mutually agree to vary the time of the meal break.

(ii) Other Staff

A meal break of thirty (30) minutes shall be allowed so as not to interfere with the responsibility of the job but shall be counted as time worked.

(c) Administration

Except where overtime is worked for a period not exceeding one hour after normal finishing time, no employee shall work for more than 5 hours without a break of not less than 30 minutes for a meal.

(d) Each employee shall be paid the weekly wage prescribed for a week of 40 hours for each week that he/she is ready, willing, and available for work during the hours prescribed herein, and, in addition thereto, such overtime or other penalty rates, if any, that may have occurred during the relevant period.

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(e) Other Staff

The working period for other staff shall be governed by the racing calendar in each week and will include Saturdays, some evenings and public holidays on which racing is conducted.

## 29. MATERNITY LEAVE

(a) Eligibility for Maternity Leave

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

For the purposes of this clause:

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

(ii) Maternity leave shall mean unpaid maternity leave.

(b) Period of Leave and commencement of leave

(i) Subject to subclauses (c) and (f) hereof, the period of maternity leave shall be for an unbroken period of from 6 to 52 weeks and shall include a period of 6 weeks compulsory leave to be taken immediately following confinement.

(ii) An employee shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.

(iii) An employee shall give not less than 4 weeks' notice in writing to her employer of the date upon which she proposed to commence maternity leave stating the period of leave to be taken.

(iv) An employer by not less than 14 days' notice in writing to the employee may require her to commence maternity leave at any time within 6 weeks immediately prior to her presumed date of confinement.

(v) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraph (iii) hereof, if such failure is occasioned by the confinement occurring earlier than the presumed date.

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(c) Transfer to a safe job

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

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

(d) Variation of period of maternity leave

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

(ii) The period of leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(e) Cancellation of maternity leave

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

(ii) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed 4 weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(f) Special maternity leave and sick leave

(i) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then -

(a) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or

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(b) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

(ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work.

(iii) For the purposes of subclauses (g), (h) and (i) hereof the leave shall include special maternity leave.

(iv) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (c), to the position she held immediately before such transfer.

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

(g) Maternity leave and other leave entitlements

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

(i) An employee may, in lieu of or in conjunction with maternity leave take any annual leave or any part thereof to which she is then entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave), shall not be available to an employee during her absence on maternity leave.

(h) Effect of maternity leave on employment

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

(i) Termination of Employment

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

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(ii) An employer shall not terminate the employment of an employee on the grounds of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(j) Return to work after maternity leave

(i) An employee shall confirm her intention of returning to her work by notice in writing to her employer given not less than 4 weeks prior to the expiration of her period of maternity leave.

(ii) An employee, upon expiration of the notice required by paragraph (i) 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 (c) to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(k) Replacement employees

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

(ii) Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(v) A replacement employee shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the 12 months' qualifying period.

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## 30. OVERTIME

(a) Administration

Overtime at the rate of time and one half for the first 3 hours and double time thereafter shall be paid where employees work -

(i) in excess of 7 l/2 hours per day;

(ii) in excess of 37 1/2 hours per week;

(iii) outside the spread of ordinary hours.

Other Staff

Overtime at the rate of time and one half for the first 3 hours and double time thereafter shall be paid where employees work -

(i) in excess of 40 hours per week;

(ii) outside the spread of ordinary hours.

(b) An employee who is recalled to work overtime after leaving the employer's premises, shall receive a minimum payment as for 3 hours worked.

(c) By mutual agreement between the employer and employee an employee may elect to take time off in lieu of overtime payments. Time off shall be at the same rate as the overtime rate which would have applied.

## 31. PART-TIME EMPLOYEES

Employees engaged to regularly work less than forty (40) hours per week shall be paid an hourly rate based on one-fortieth (1/40) of the minimum weekly wage rate for the classification in question. Such employees shall be entitled to the benefits of this award including annual leave, sick leave and public holidays on a pro-rata basis.

Provided that, by agreement between the employee and the employer, loading of twenty per cent (20%) may be paid in lieu of annual leave, sick leave and public holidays.

## 32. PAYMENT OF WAGES

Unless otherwise mutually agreed between the employer and employee, payment of wages shall be made in cash not later than Thursday in each week and not later than 8 hours after the commencement of work on that day, in the employer's time, and shall be made at the place of employment.

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## 33. PREFERENCE OF EMPLOYMENT

Preference in engagement or retention of employees shall be given equally to persons in the following categories who are available and suitable -

(a) members of the Tasmanian Branch of the Federated Clerks Union of Australia;

(b) persons who are prepared to give forthwith a written undertaking to apply to join the Tasmanian Branch of the Federated Clerks Union of Australia within fourteen (14) days;

(c) conscientious objectors.

If there is more than one person applying for employment within any of all of these categories, the employer shall have freedom to select any one or more of such persons in his or its discretion.

## 34. REDUNDANCY

Where the employer intends to act on any feasibility study which could result in a change to staffing levels and/or the possibility of redundancy exists, the employer shall, if possible, at least three (3) calendar months before taking any action, advise the union of the situation, providing all relevant details and arrange discussions with officers of the union.

## 35. RELIEVING AND HIGHER DUTIES

(a) An employee directed to perform the duties of a higher classified position for a continuous period of not less than five (5) working days shall be paid the minimum salary for the higher classified position.

(b) Where an employee is required to perform some but not all the duties of the higher classified position, a salary representing the same proportion of the higher duties performed shall be paid.

Provided that no higher salary shall be payable where less than 25% of the duties of the higher position are performed.

## 36. REST PERIODS

Employees who work for 3 hours or more on any day shall be granted one 10 minute rest period.

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If the work period includes a meal break, the rest period is to be granted in that portion of that work period which is the greater or where such work periods are of equal duration, the rest period of 10 minutes shall be given at a time to be mutually agreed upon.

Provided that employees who work for 6 hours or more on any day shall be granted two 10 minute rest periods, one during the period of work before, and one during the period of work after the meal break. All rest periods shall be counted as time worked.

Provided that in exceptional circumstances, discretion is allowed to the parties to mutually agree to vary the time of the rest period.

## 37. RIGHT OF ENTRY OF UNION OFFICIALS

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

(i) that he produces his authority to such person as may be appointed by the employer for that purpose;

(ii) that he interviews employees at recognised places where they are taking their meal or crib; or at such other places as may be arranged between the union and the employer;

(iii) that if the employer alleges that a representative is unduly interfering with his work or is offensive in his methods or is creating dissatisfaction amongst his employees, or is committing a breach of the previous conditions, the employer may refuse the right of entry, but the representative shall have the right to bring such refusal before the Secretary for Labour.

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

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FEDERATED CLERKS UNION OF AUSTRALIA
TASMANIAN BRANCH

That is to certify that ..... whose signature appears hereunder, is a duly accredited representative of the abovenamed organisation for the purpose of the Totalizator Agency Award.

.....
Secretary

(SEAL)

.....
Signature of Holder
of Certificate

(THIS CERTIFICATE IS STRICTLY NOT TRANSFERABLE)

## 38. SICK LEAVE

(a) An employee who is absent from work on account of personal illness or on account of injury by accident shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations -

(i) 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, where possible, at 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 absences;

(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, provided that this shall not be a requirement for absences totalling four (4) days in any one (1) year;

(iv) he shall not be entitled in any year (whether in the employment of one employer or more) to sick leave credit in excess of two (2) weeks of ordinary working time;

(v) for the purpose of administering paragraph (iv) of this subclause, an employer may within one (1) month of the award coming into operation or within two (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 year, and upon such statement the employer shall be entitled to rely and act.

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(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.

## 39. STEWARD

An employee appointed steward in the shop, office 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 steward so request it, he may be accompanied at such interview by another employee and/or by his union official.

## 40. SUNDAY WORK

For all time of duty on a Sunday, outside of ordinary hours, payment shall be made at the rate of double time with a minimum payment as for 3 hours worked.

## 41. TEA MONEY

(a) An employee required to work for more than ten hours shall either be supplied with an adequate meal by the employer or be paid $4.90 meal money.

(b) Any dispute as to what constitutes an adequate meal shall be referred to and decided by the Secretary for Labour.

## 42. TRAVELLING TIME AND ALLOWANCES

(a) Staff terminating an engagement after 9.30 p.m. or beyond the time when access to reasonable public transport is available, will be provided with special transport arrangements to their homes.

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(b) Travelling allowances will be as follows:-

| (i) Meals | Rate of Allowances $ |
|---|---|
| Breakfast | 4.40 |
| Lunch (or mid-day meal) | 4.90 |
| Dinner (or evening meal) | 8.60 |

| (ii) Travelling Allowances | Rates per Day $ |
|---|---|
| (i) In this State | 63.00 |
| (ii) Outside this State (including Papua New Guinea and New Zealand) | 88.00 |

(iii) Kilometreage Allowances

Employees required to use their own vehicle on the employer's business shall be reimbursed at the rate of 33 cents per kilometre. Provided that this rate shall be adjusted on 1 June each year in accordance with movement in the "Transportation" component of the Consumer Price Index for the 12 months preceding the March Quarter in the same year.

P A Imlach
**COMMISSIONER**

19 January 1990