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TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984
s23 application for award or variation of award

Tasmanian Chamber of Commerce and Industry Limited
Tasmanian Sawmillers Industrial Association
(T13113 of 2008)

TIMBER MERCHANTS AWARD

COMMISSIONER JP McALPINE

Award variation – application amended – minimum wage provision – supported wage provision - award review process – Principle 13 - consent matters – application granted – award varied – operative date ffpp 18 April 2008

ORDER BY CONSENT –

No. 1 of 2008
(Consolidated)

AMEND THE **TIMBER MERCHANTS AWARD** BY DELETING ALL CLAUSES CONTAINED THEREIN AND INSERTING IN LIEU THEREOF THE FOLLOWING; AND THE AWARD IS CONSOLIDATED:

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1. TITLE

This award shall be known as the "Timber Merchants Award".

2. SCOPE

This award is established in respect of:

(a) Sawmillers, Timber Processors and/or Timber Merchants.

(b) Wood box maker.

(c) Timber getter.

(d) Manufacturer of one or more of the following: wooden articles - axe, hammer, pick, shovel, hoe and/or other tool handles.

3. ARRANGEMENT

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4. DATE OF OPERATION

This award shall come into operation from the first full pay period commencing on or after 18 April 2008.

5. SUPERSESSION AND SAVINGS

This award incorporates and supersedes the Timber Merchants Award No. 1 of 2005 (Consolidated) and No. 1 of 2006.

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

6. AWARD INTEREST

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 and who are not respondents to or who are not covered by the Federal Timber and Allied Industries Award;

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

(c) The following employee organisations have an interest in this award pursuant to Section 63(10) of the *Industrial Relations Act 1984*:

(i) the Australian Municipal, Administrative, Clerical and Services Union;

(ii) The Australian Workers' Union, Tasmania Branch;

(iii) the Construction, Forestry, Mining and Energy Union, Tasmanian Branch;

(iv) the National Union of Workers (Central Branch);

(v) the Shop, Distributive and Allied Employees Association, Tasmanian Branch;

(vi) the Transport Workers' Union of Australia (Victorian/Tasmanian Branch).

(d) The following employer organisation has an interest in this award pursuant to Section 63(10) of the *Industrial Relations Act 1984*:

the Tasmanian Sawmillers' Industrial Association;

(e) The following organisation is deemed to have an interest in this award pursuant to Section 62(2) of the *Industrial Relations Act 1984*:

the Tasmanian Chamber of Commerce and Industry Limited; and

(f) The following organisation is deemed to have an interest in this award pursuant to Section 62(3) of the *Industrial Relations Act 1984*:

the Tasmanian Trades and Labor Council.

7. DEFINITIONS

(a) Sawmiller, Timber Merchant and/or Timber Seller

'Articulated vehicle' means a vehicle with three or more axles comprising a power unit (called tractor truck, prime mover, etc.), and semi-trailer which is superimposed on the power unit and coupled together by means of a king-pin revolving on a turn-table and is an articulated vehicle whether automatically detachable or permanently coupled.

'Lofty crane' means a lofty crane outside a building not in the course of erection where the driving platform is more than 20 feet from the level of the ground, but does not include an overhead traverser crane.

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'Maker's capacity' means the capacity attributed to the vehicle by the seller or maker thereof except in cases where on any day the maximum weight of any load exceeds such capacity by one-third or more thereof in which cases such maximum load shall for the purposes of assessing the wages to be paid for that day be deemed to be the makers capacity.

'Mixed Industry' means an employer's industry where the work performed by an employee is subsidiary and ancillary to the chief and principal purpose and business of such industry.

(b) Clerks and Sales Assistants

'Assistant' means an employee who devotes any portion of his or her time to the sale of goods, including take-away food, parcelling, key cutting, goods or assembling orders and/or messenger.

'Country sales representative' shall means a sales representative who spends at least 2 week nights in any one week away from his normal place of residence or home town, but it shall be a condition of this award that an employer of a country sales representative shall at all times retain the right to instruct such sales representative to remain away from his normal place of residence or home town until Friday and that a country sales representative shall comply with any instructions received from his employer regarding this matter.

'Employee handling money' shall mean an employee subject to this award who collects or pays out money and who is responsible for the safe custody of the amount so collected or carried to be paid out.

'Maker's capacity' shall mean the capacity attributed to the vehicle by the manufacturer as a maximum gross rating less the vehicle's tare, except in cases where on any day the maximum weight of any load exceeds such capacity by one-third or more thereof, in which case such maximum load shall, for the purposes of assessing the wages to be paid for that day, be deemed to be the maker's capacity.

'Part-time employee' is one engaged to regularly work for less hours per day or week than those prescribed for full-time employees.

'Sales Representative' shall mean a person over the age of 21 years employed outside the employer's place of business in the process, trade, business or occupation of:

(i) soliciting orders for articles, goods, wares, merchandise or materials –

(A) wholesale in quantity for resale;

(B) to be used by the purchaser or by persons in the manufacture, production, preparation, or distribution of commodities for sale;

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(ii) soliciting orders for articles, goods, wares, merchandise or materials to be used by the purchaser or by the person from whom the order was solicited in his or their business, trade or occupation or (in the case of a public or semi-public body) for the purpose of its undertaking.

(iii) buying outside the employer's place of business for some person, firm or company engaged in wholesale business for resale in any form.

'Section manager and/or buyer/orderer' or **'section manageress'** or **'buyer/orderer'** means an employee in charge of a section or an employee who buys or supervises the buying or selection of stock, and who is responsible for the keeping of stock of the section and who is actually employed in that section and in direct contact with the customers, notwithstanding that he or she may be under the orders of a supervisor who does not devote the whole of his/her time to management of the section.

'Senior sales assistant' means the adult sales assistant who is second in charge of a department controlled by a department manager/owner and such an employee shall be classed as second in charge only if so appointed by the employer or his representative.

'Shop or branch manager or manageress' i.e. an employee (whether adult or otherwise) who is in charge of a shop or branch shop, with or without the duty of buying notwithstanding that such employee may be under the orders of a superior who does not devote the whole or any part of his time to the management of the said shop or branch shop.

'Storeman', i.e. an employee who is exclusively engaged in receiving and dispatching goods, and who performs the duties incidental to the work of a storeman.

'Town or local sales representative' shall mean a sales representative who ordinarily returns each day to his home town headquarters.

'Window dresser' and/or 'show-card writer' means an employee the greater part of whose time is engaged in the supervision of and/or preparation of displays and/or dressing of windows.

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8. WAGE RATES AND RELATED MATTERS

Harvesting And Processing Sector

(a) Basic Rates of Pay

Classification	Weekly wage	Hourly rate – incentive workers
	$	$
Skill Level 1	522.12	13.74
Skill Level 2	538.46	13.74
Skill Level 3	561.26	13.74
Skill Level 4	582.16	14.05
Skill Level 5	615.98	14.84
Skill Level 6	636.88	15.32

(b) Bush Operations

Classification	Hourly rate – incentive workers
	$
Class 1	15.98
Class 2	16.37
Class 3	17.01
Class 4	17.65
Class 5	18.34

(c) Specific Industry Sector Provisions – Classifications, Wages and Allowances

The following subclauses have specific rates and conditions that apply to the **Harvesting and Environment/Forest Management Sector**:

CLASSIFICATION AND SKILL LEVEL DEFINITIONS

Notwithstanding anything elsewhere contained in this award, the following definitions are intended to convey the broad intent of the parties as to the relative skills, responsibilities, and conditions under which employees at each level will work.

The provisions of this Award shall apply to persons performing work provided for in this clause unless such provisions are inconsistent with the provisions of this subclause.

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(i) **Forestry - Level 1 - Relativity to Level 5 - 78%**

General

Criteria for extension of term in Level 1 beyond three months

A worker who enters the industry and is unable to meet the competency requirements of Level 2 will remain in Level 1 for a maximum of three months unless an extension for up to a further three months is agreed by the employer and the employee, and the union where the employee is a union member. Extension of the term of Level 1 beyond three months will only be considered when:

- the employee has participated in a structured and documented skill development programme which sets out and covers the standards of competence the Level 1 worker is required to achieve for progression to Level 2;

- any deficiencies in the performance of the employee during the skill development programme have been described clearly to the employee at the time they have occurred and standards for acceptable performance have been made clear to the employee;

- suitable conditions have been provided for training including sufficient time, appropriate environment and equipment and a skilled trainer; and

- given the above, the employee has not reached the standards of competence set down in the skill development programme.

Process for extension of the term in Level 1 beyond three months:

- Where an employer proposes that the term an employee will spend in Level 1 should be extended beyond three months the following actions will be taken at least three weeks before the expiration of the initial three months:

- the employee will be advised in writing. This advice will set out clearly the areas where the employee has not reached the competency standards required for progression to Level 2 and are set out in the skill development programme;

- where the employee is a member of the union a copy of the advice to the employee will be sent to the relevant branch secretary of the union at the same time as it is provided to the employee;

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- subsequent to the advice of intention to extend the period in Level 1 beyond three months being issued a meeting will be held between the employer and the employee and a full-time official of the union or their nominee where the employee is a union member. At this meeting the parties will develop and agree on a plan (including time frames) to assist the employee to develop competence to the required standard in the areas identified as deficient agreed with by the employee. This plan will be documented and signed by all parties - that is the employer, the employee and the union official where the employee is a union member;

- the employee (and the branch office of the union if the employee is a union member) will be notified immediately by the employer if any further problems arise during this extension period.

(ii) **A Level 1 worker:**

- will complete a program of induction training;

- will complete a program of skills training to meet the requirement of being able to competently perform work within the scope of Level 2; and

- where required by Statute or Regulation will obtain the necessary licenses, permits or other authorisations prior to progression to the next level.

General description of skills required

A Level 1 worker will exercise the following skills:

- the ability to follow instructions;

- manual handling skills; and

- the ability to follow standards and procedures.

General description of knowledge required

A Level 1 worker will develop the following:

- broad knowledge of the industry Sector and operations at the enterprise level;

- broad understanding of all functions carried out in the enterprise;

- understanding of health and safety regulations and procedures relevant to the level;

- an understanding of the employment conditions set out in the award, and enterprise policies and procedures relating to conditions;

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- knowledge of the resource used in the Sector; and
- knowledge of the range and uses of basic hand tools.

Induction training

Introduction training will include the following:

- Basic Occupational Health and Safety;
- First Aid;
- Conditions of Employment; and
- Company policies and objectives.

Level of responsibility

Workers at Level 1 will work under direct supervision at all times and will be expected to exercise minimal judgement.

(iii) **Forestry - Level 2 - Relativity to Level 5 - 82%**

General

An employee at this level performs work above and beyond the skills of a Level 1 employee and is competent to perform work within the scope of this level.

At this level an employee:

- Will have a broad general knowledge of the industry and the functions carried out in the workplace.
- Works under direct supervision either individually or in a team environment.
- Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults.
- Understands and utilises basic environmental procedures in accordance with relevant Forest Codes of Practice.
- May assist skilled trainers in the provision of on-the-job training.
- Should be given the opportunity to participate in ongoing skills training to enable progress to Level 3.

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Indicative tasks

An employee at this level will perform any or all of the tasks listed below and will be expected after suitable training to operate flexibly between work stations at this level.

- Landing builder or repairer.
- Operates a chainsaw at a basic level ancillary to normal duties.
- Crosscut and trim logs on the landing/dump.
- Segregation of logs and sleepers.
- Loader trimming and cutting logs in Pine Plantations.
- Loader or turner sleepers over 1.5 metres long.
- Pulpwood cutter and/or splitter.
- Spar or plank road builder.
- Woodcutter for charcoal or firewood.
- Log Measurer.

General description of skills required

In addition to those outlined in Level 1:

- manual handling skills;
- the ability to make judgements by eye of size and shape;
- ability to use hand power tools safely; and
- problem solving skills.

General description of knowledge required

In addition to that outlined in Level 1:

- awareness and understanding of relevant Forest Codes of Practice;
- basic knowledge of timber use and value;
- awareness of occupational health and safety procedures; and

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- knowledge of the functions and use of hand tools and base technology saws/machine/equipment for this level.

Level of responsibility

An employee at this level will be:

- responsible for identifying and solving minor problems which occur in the work process the Level 2 worker is directly responsible for;

- required to work to predetermined standards and outcomes; and

- responsible for keeping own work area safe and clean.

Promotional criteria

An employee remains at this level until capable of effectively performing through assessment or appropriate certification the tasks required of the next level so as to enable progress as a position becomes available.

(iv) **Forestry - Level 3 - Relativity to Level 5 - 87.4%**

General

An employee at this level performs work above and beyond the skills of an employee at Level 2 and is competent to perform work within the scope of this level.

At this level an employee:

- Is responsible for the quality of own work subject to general supervision.

- Works under general supervision either individually or in a team environment.

- Exercises discretion within own level of skills and training.

- Operates flexibly between landing/dump and machines.

- May assist skilled trainers in the provision of on-the-job training.

- Understands and utilises environmental control procedures in ccordance with relevant Forest Codes of Practice.

- Should be given the opportunity to participate in ongoing skills training to enable progress to Level 4.

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Indicative tasks

An employee at this level will perform any or all of the tasks listed below and will be expected after suitable training to operate flexibly between work stations at this level.

- Operate mechanical debarking equipment.
- Operate chipping machines.
- Operate log splitting machine.
- Offsider to logging tractor or bulldozer driver.
- Faller - Pine Plantation.
- Pole Handler.
- Operate and maintain chain saws.

Note: Employees must hold appropriate licence/certification.

General description of skills required

In addition to those outlined in Level 2:

- ability to interpret and follow plans and procedures;
- problem solving skills;
- ability to operate machinery/saws/equipment according to prescribed procedures and standards appropriate to this level.
- ability to grade timber according to obvious defects and to exercise quality control;
- ability to record simple information on lengths and species of timber in writing.

General description of knowledge required

In addition to that outlined in Level 2:

- awareness and understanding of relevant Forest Codes of Practice;
- knowledge of product specifications, their value, and what products they can be used for;

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- knowledge of the functions and use of saws, machines and equipment for this level;
- knowledge of health and safety procedures/regulations appropriate to this level;
- knowledge of the industry standards for tasks performed at this level; and
- knowledge of quality control standards appropriate to this level.

Level of responsibility

An employee at this level will operate under general direction for the whole job. Individual tasks will be completed according to clear, set procedures and standards. An employee will be responsible for the quality of work within these limits.

The employee will also be responsible for identifying and solving problems which occur in the work process the Level 3 worker is directly responsible for, and for identifying and reporting problems outside own work process.

Promotional criteria

An employee remains at this level until capable of effectively performing through assessment or appropriate certification the tasks required of the next level so as to enable progress as a position becomes available.

(v) **Forestry - Level 4 - Relativity to Level 5 - 92.4%**

General

An employee at this level performs work above and beyond the skills of an employee at Level 3 and is competent to perform work within the scope of this level.

At this level an employee:

- Works from complex instructions and procedures.
- May assist skilled trainers in the provision of on-the-job training.
- Works in a team environment or works individually under general supervision.
- Is responsible for assuring the quality of work in own area.
- Ensures application of sound forest environmental practices in accordance with relevant Forest Codes of Practice.

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- Should be given the opportunity to participate in ongoing skills training to enable progress to Level 5.

Indicative tasks

An employee at this level will perform any or all of the tasks listed below. They will be expected after suitable training to operate flexibly between work stations at this level.

- Operation of mobile equipment appropriate to this level up to and including 13,500 kg.
- Operator of tree harvester.
- Operator of bucker - limber - buncher machine (LOGMA).
- Faller who works alone, selects trees and sharpens own saws.
- Faller other.
- Operates and maintains chipping machines.
- Pole dresser.
- Performs non-trade carpentry functions.
- Spotter at spot mills.

Note: Employees must hold appropriate licences/certification.

General description of skills required

In addition to that outlined in Level 3:

- ability to set up and adjust machines;
- ability to drive and operate mobile machinery;
- ability to complete simple clerical tasks;
- problem solving skills;
- ability to select suitable methods for completing tasks and plan the order in which to complete them; and
- ability to assess timber for cutting giving regard to quality and the purpose it will be used for.

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General description of knowledge required

In addition to that outlined in Level 3:

- awareness and understanding of relevant Forest Codes of Practice;
- knowledge of saws, machinery and equipment used at this level;
- knowledge of health and safety legislation and procedures appropriate to this level; and
- knowledge of the industry standards for tasks performed at this level.

Level of responsibility

An employee at this level will operate under general direction for the whole job. In completing individual tasks an employee will work to set standards. An employee will be responsible for the quality of work in own area.

The employee will also be responsible for identifying and solving problems which occur in the work process the Level 4 worker is directly responsible for, and in conjunction with other for identifying and solving problems in the work area.

Promotional criteria

An employee remains a this level until capable of effectively performing through assessment or appropriate certification the tasks required of the next level so as to enable progress as a position becomes available.

(vi) **Forestry - Level 5 - Relativity to Level 5 - 100%**

General

A Harvesting employee (Level 5) is an employee who applies the skills acquired through the successful completion of a requisite certification relating to plant and equipment utilised in Forest Harvesting.

An Employee at this level performs work above and beyond the skills of an employee at Level 4 and is competent to perform work within the scope of this level.

At this level an employee:

- Understands and applies quality control techniques.
- Exercises good interpersonal and communication skills.
- Exercises discretion within the scope of this grade.

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- Performs work under limited supervision either individually or in a team environment.

- Conducts training in conjunction with a skilled trainer as required.

- Ensures application of sound forest environmental practices in accordance with Forest Codes of Practice.

Indicative tasks

An employee at this level will perform any or all of the tasks listed below and will be expected after suitable training to operate flexibly between work stations at this level.

- Able to inspect logs for conformity with established operational standards (grade and segregate).

- Operates harvesting and extraction equipment in a mechanical harvesting environment appropriate to this level.

- Operation of mobile equipment to a level higher than Level 4 over 13,500 kg.

- Fall and process trees of any species which are possible to work safely.

- Broad axeperson.

- Adzeperson.

- Axeperson employed using chopping axe taking off bark and lumps from logs for use in veneer mills.

- Rigger or tree climber.

- Head faller.

- Forwarder log handling machine.

- 1.5.2(k) Operator of grapple saw.

General description of skills required

In addition to those outlined in Level 4:

- ability to make decisions regarding work processes and implement them in own work area;

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- ability to use judgement based on experience to optimise productivity in own work area;
- ability to supervise workers in the training situation;
- ability to set up, operate and monitor mechanical equipment used in work area;
- ability to work to standards requiring precision and attention to detail; and
- problem solving skills.

General description of knowledge required

In addition to that outlined in Level 4:

- awareness and understanding of relevant Forest Codes of Practice;
- detailed knowledge of the sector and work undertaken at the enterprise;
- understanding of quality control techniques;
- knowledge of industry standards for product and/or materials;
- thorough knowledge of equipment/machinery used in the work area;
- knowledge of occupational health, safety techniques and legislation for work undertaken at this level;
- detailed knowledge of product used; and
- knowledge of training principles and practices.

Level of responsibility

An employee at this level has greater responsibility than at Level 4 in that the employee may be responsible for the work of others through the monitoring role. The employee will be responsible for work outcomes regarding quantity and quality in own area, including own work and the work of others. The employee may be required to supervise others in groups in the training situation. An employee at this level will be required to exercise discretion in the planning and carrying out of work.

The employee will also be responsible, with others, for identifying and solving problems in their work areas; if supervising others for initiating, coordinating and monitoring problem solving in own work area; for identifying and reporting problems in other work areas where they affect activity in own work area.

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(d) Bush Operations

(i) Application

The provisions of the award shall apply to such work unless any such provisions are inconsistent with the provisions of this clause, in which case the provisions of this clause shall apply.

(ii) Definitions

In this part of this clause, unless the contrary intention appears:

Axe person means an employee using an axe or spade to debark or take lumps off logs.

Cable chokerperson means an employee who attaches logs or who assists in the attaching of logs on a cable operation.

Cable faller means an employee who falls trees on a cable operation.

Cable landing person means an employee who cuts and/or unhooks logs on a cable landing.

Cable loader operator means an employee who operates a loader in conjunction with a cable operation.

Cable logging operation leading hand means an employee responsible for the overall operation on the cable logging site.

Cable rigger means an employee who rigs, logs, poles or trees by cable or rope and who climbs to perform such functions when necessary.

Cable spotter means an employee who assists, when required, in enabling a grapple yarder to attach itself with or without manual help onto logs.

Cable yarder operator means an employee who operates a cable yarder machine.

Chainsaw operator means an employee who:

- docks to length on landing; and
- docks to length on landing, measures mill logs, grades mill logs, maintains and sharpens chainsaw.

Conventional logging operation, leading hand means an employee who is in charge on the site of any logging operation.

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Employee means a person employed under this part of this appendix.

Employer means any of the employers named in the award.

Faller means an employee who:

- falls trees with a chainsaw and who is being trained;
- falls and trims trees, sharpens and maintains chainsaw; and
- works unsupervised, selects trees, maintains chainsaw, has twelve months experience and has a registered faller's ticket from a recognised body.

Firewood cutter means an employee who uses a chainsaw and/or axe or splitting device for cutting up timber for use as firewood.

Forest machine operator means an employee who operates forest harvesting machinery including excavators, forwarders, harvesters, loaders, processors, skidders, tractors, whole tree chippers, winches and all other machinery used in any form of forestry operation.

Loader and turner of sleepers means an employee who:

- loads sleepers onto transport and, by agreement, turns sleepers for inspection; and
- is capable of measuring, cutting and loading posts by hand.

Multi-skilled operator means an employee who is capable and may be required to operate three or more machines in class 3.

Offsider to driver means an employee who assists the driver at a vehicle or machine by ensuring all loads and operations are safe in accordance with required standards and other duties as required when more than one employee is needed to carry out such duties in assisting a driver.

Pulpwood cutter and splitter means an employee who measures and cuts logs to length to produce billets and splits to required sizes.

Rigger and tree climber means an employee who rigs logs, poles or trees by cable or rope and who climbs to perform such functions when necessary.

Traineeship is a system of training under the Australian Traineeship System comprising structured on-the-job training with an employer and off-the-job training in a Technical and Further Education College or other training provider approved by the appropriate State or Territory training authority.

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Training agreement means an agreement for training registered with the appropriate State or Territory training authority or under the provisions of the appropriate State or Territory training legislation.

Trainee (ATS) is an employee who is bound by a training agreement registered with the appropriate State or Territory training authority.

Truck driver means an employee who drives a vehicle capable of carting logs or timber on highway and private roads, as defined.

Undefined employee means where an employee is called upon to perform duties undefined in the classification table, the union and the contractor shall endeavour to reach agreement on the class of work.

Where agreement cannot be reached, the matter shall be resolved by either party notifying the Tasmanian Industrial Commission and accepting such decision.

Weighbridge operator means an employee who operates a weighbridge for the purpose of weighing log trucks and who may be required to operate a loader.

(e) Rates of Pay

Piecework

(i) A faller must fall trees and trim to a reasonable degree as can be achieved safely.

(ii) Landing deductions do not apply to falling operations. The landing rate shown is to be added to the falling table where a faller completes all work required to prepare logs for loading.

(iii) Hardwood Rate table

Coupe Assessment	Sawlog	Sawlog	Mixed	-85	-56	-56 Non-Con
	$/m3	$/t	$/t	$/t	$/t	$/t
A1	3.22	2.91	2.15	2.41	2.67	3.20
A2	3.37	3.05	2.38	2.52	2.80	3.34
A3	3.48	3.17	2.36	2.64	2.90	3.47
A4	3.79	3.43	2.52	2.82	3.14	3.78
B1	3.48	3.17	2.37	2.64	2.91	3.47
B2	3.65	3.31	2.44	2.76	3.05	3.64
B3	3.81	3.45	2.55	2.84	3.17	3.80

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B4	4.09	3.77	2.78	3.07	3.43	4.09
C1	3.79	3.44	2.53	2.84	3.14	3.79
C2	3.93	3.58	2.65	2.99	3.31	3.91
C3	4.09	3.77	2.78	3.07	3.43	4.09
C4	4.42	4.02	2.99	3.34	3.69	4.42
Landing	0.90	0.82	0.68	0.68	0.74	0.90

(iv) Softwood falling table

	Manual T1R3 $T25 $/t	Pulp wood (+1.5) $/t	Pulp wood (-1.5) $/t	Short s/log (+1.5) $/t	Short s/log (-1.5) $/t	Short peelers (+1.5) $/t	Short peelers (-1.5) $/t	Long s/log (+1.5) $/t	Long s/log (-1.5) $/t
Falling									
A	11.32	5.08	5.84	6.14	6.91	6.25	7.05	5.44	6.22
B	11.67	5.25	6.21	6.29	7.28	6.45	5.86	5.59	6.58
C	11.96	5.52	6.43	6.56	7.51	6.68	7.63	5.85	6.82

(v) Cull falling rates

Stump diameter (where cut)	Payment per tree $
0-25 cm	0.76
26-50 cm	1.54
51-75 cm	2.31
76-100 cm	3.09

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101-150 cm	7.74
151-200 cm	10.85
over 200 cm	12.41

(vi) Guidelines

The faller is to mark each cull tree stump clearly with a number which matches the documentation in the Faller's Cull Felling Book. The payment per tree is payable each pay period provided the faller has made available to the employer adequate documentation by the close of the period.

The payment is for the felling of dangerous trees that are proven by the faller not to contain commercial wood.

(vii) Bush operations

Classification	Base Rate Per Week	Supplementary Payment Per Week	Total Wage Per Week
	$	$	$
Class 1	586.40	21.10	607.50
Class 2	596.50	25.60	622.10
Class 3	616.80	29.50	646.30
Class 4	638.90	31.70	670.60
Class 5	660.00	37.00	697.00

(f) Classification

The following table shall indicate the wage group appropriate to each individual classification:

(i) **Class 1**

Operator of any forest machinery who is in training the first three months

Adze person

Axe person

Debarker manual

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(ii) **Class – 2**

Front-end loader operator

Offsider to driver

Chainsaw operator who docks to length on landing

Small mobile chipper operator

All operators who have completed induction training of three months but who have had less than six months experience

Trainee faller hardwood and pine for a three month period

* During training period up to six months:

  Cable chokerperson
  Cable spotter

  Cable landing person

  Cable rigger

  Cable yarder operator.

(iii) **Class 3**

Caterpillar or similar logging tractor operator

FMC operator

Excavator grapple feed roll operator

Mobile chipper large - knuckle boom loader operator

Skidder driver

Chainsaw operator who measures, trims, docks, maintains and sharpens chainsaw

Firewood cutter

Person who loads posts and pales by hand and also measures, cuts and loads by hand

Faller who can fall and trim trees, sharpen and maintain chainsaw
Weighbridge operator

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Cable chokerperson

* During training period after six months and up to twelve months:

Cable spotter

Cable landing person

Cable rigger

Cable yarder operator

Cable loader operator

(iv) **Class 4**

Forwarder log handling operator

Tower operator track mounted excavator or turntable loader truck or carrier mounted operator who cuts logs to length, barks, sorts logs and loads trucks

Skidder driver who sniggs from Class C bush and/or is required to splice wire rope

Operator who uses skidder and who also operates any form of log loader

Remote weighbridge operator

Faller who works unsupervised, selects trees, maintains chainsaw, has twelve months experience and has a faller's ticket from a recognised body

Multi-skilled operator who operates three or more of the machines in Class 3

Cable spotter

Cable landing person

Cable rigger

Cable yarder operator

Cable loader operator

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(v) **Class 5**

Cable faller

Cable logging operation leading hand

Conventional logging operation leading hand

Cable logging –

Any employee who at the conclusion of six months or twelve months training is not, in the employer's view, performing at a level that warrants automatic movement to the next class shall remain in the lower class providing the employer and the union agree. Failing agreement, the matter is to be determined by the Tasmanian Industrial Commission. The onus is on the employer to discuss the matter with the union within one week prior to the automatic wage increase and, failing agreement, notification to the Commission one week following that time.

(g) Coupe Assessment

Falling shall only commence after such time as agreement is reached on the coupe classification between the faller and the employer. Where agreement cannot be reached on the coupe classification, the matter shall be referred to the Union and the employer, or the employer's representative, for resolution. Should the matter remain unresolved, it shall be referred to the Commission, whose decision shall be final.

The following coupe classification table shall be the guide to settle any disagreement:

Slope

Slope classes are estimated in pre-harvest planning as the ruling slope over the whole coupe:

(i) A = 0-20%

(ii) B = 20-30%

(iii) C > 30%

Difficulty is determined as follows:

- Average conditions.
- Harsh climatic conditions (period of adversity); or

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- Difficult site conditions due to dense understorey, high incidence of downers, surface rockiness, etc. as determined by pre-harvest planning inspection; or
- Difficult tree conditions due to excessive trimming demands, rot charcoal, etc.
- Very difficult site conditions;
- Very difficult tree conditions;
- Unusually long travelling distances.
- A combination of many very difficult situations above.

(h) Allowances

(i) Bushworkers allowance

An allowance of $30.75 per week shall be paid to those employees, excluding pieceworkers, working in the bush to compensate for the general lack of amenities and to provide for the unusual and harsh working conditions.

(ii) Camping allowance

Employees, excluding pieceworkers, who are required by the employer to camp will be paid a camping allowance of $23.20 per day for each working day which such employees camp.

(iii) Machine maintenance allowance

Where forest machine operators are required to maintain any machine in excess of the following:

- checking and correcting water levels;
- checking and correcting oil levels;
- refuelling machine;
- cleaning debris from machine (including the use of tools);
- normal pre-start and regular greasing;

such employees shall receive $25.90 per week.

(iv) Vehicle allowance

Employees, excluding pieceworkers, who are required to provide their own transport shall be paid 43 cents per kilometre travelled each day in excess of 40 kilometres.

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(v) Travelling time allowance

Employees, excluding pieceworkers, shall have a fixed starting point which shall be either the employer's yard or the place from where the employees are transported. In circumstances where an employee lives closer to the workplace, then that shall become the starting point.

Employees shall be paid at ordinary rates for all time occupied in travelling between the fixed starting point and the workplace and for all time in excess of half an hour from the workplace back to the starting point.

Where an employer provides a vehicle to transport the employees, such vehicle shall be equipped with suitable seating.

(i) Forest Practices Code

The Union shall be advised by the employer on all occasions where the implementation of the Forest Practices Code affects working conditions or employees.

(j) Industry Training

All employees shall be adequately trained in procedures pertaining to the equipment they are operating. Where training schemes are available, the employer shall notify the recognised training authority as to those employees requiring such training, and this shall occur within two weeks of their employment. Should no recognised training scheme exist, the responsibility shall be on the employer to ensure adequate operating training is provided.

(k) Protective Clothing

The employer shall supply the following to all employees, other than pieceworkers, in bush operations:

- safety helmet and ear muffs;
- bluey jacket;
- safety vest; and
- safety boots (spiked where necessary).

In addition to the above, the employer shall supply the following to chainsaw operators and fallers, other than pieceworkers:

- 2 pairs non-cut trousers;
- 1 set wet weather gear; and

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- 1 face shield (where agreed necessary).

The above items shall be replaced after fair wear and tear, providing the original item is returned at the time of replacement.

(l) The following subclauses have specific rates and conditions that apply to the Milling and Processing sector

CLASSIFICATION AND SKILL LEVEL - DEFINITIONS FOR THE MILLING AND PROCESSING SECTOR

Notwithstanding anything elsewhere contained in this award, the following definitions are intended to convey the broad intent of the parties as to the relative skills, responsibilities and conditions under which employees at each level will work.

The provisions of this Award, shall apply to persons performing work provided for in this section unless such provisions are inconsistent with the provisions of this section.

(i) **Milling and Processing - Level 1 - Relativity to Level 5 - 78%**

General

Criteria for extension of term in Level 1 beyond three months

A worker who enters the industry and is unable to meet the competency requirements of Level 2 will remain in Level 1 for a maximum of three months unless an extension for up to a further three months is agreed by the employer and the employee, and the union where the employee is a union member. Extension of the term of Level 1 beyond three months will only be considered when:

- the employee has participated in a structured and documented skill development programme which sets out and covers the standards of competence the Level 1 worker is required to achieve for progression to Level 2;

- any deficiencies in the performance of the employee during the skill development programme have been described clearly to the employee at the time they have occurred and standards for acceptable performance have been made clear to the employee;

- suitable conditions have been provided for training including sufficient time, appropriate environment and equipment and a skilled trainer; and

- given the above, the employee has not reached the standards of competence set down in the skill development programme.

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Process for extension of Level 1 beyond three months

Where an employer proposes that the term an employee will spend in Level 1 should be extended beyond three months the following actions will be taken at least three weeks before the expiration of the initial three months:

- the employee will be advised in writing. This advice will set out clearly the areas where the employee has not reached the competency standards required for progression to Level 2 and are set out in the skill development programme;

- where the employee is a member of the union a copy of the advice to the employee will be sent to the relevant branch secretary of the union at the same time as it is provided to the employee;

- subsequent to the advice of intention to extend the period in Level 1 beyond three months being issued, a meeting will be held between the employer and the employee and a full-time official of the union or their nominee where the employee is a union member. At this meeting the parties will develop and agree on a plan (including time frames) to assist the employee to develop competence to the required standard in the areas identified as deficient agreed with by the employee. This plan will be documented and signed by all parties - that is the employer, the employee and the union official where the employee is a union member;

- the employee (and the branch office of the union if the employee is a union member) will be notified immediately by the employer if any further problems arise during this 'extension period'.

- A Level 1 worker:

  - will complete a program of induction training;

  - will complete a program of skills training to meet the requirement of being able to competently perform work within the scope of Level 2.

General description of skills required

A Level 1 worker will exercise the following skills:

- the ability to follow instructions;

- manual handling skills; and

- the ability to follow standards and procedures.

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General description of knowledge required

A Level 1 worker will develop the following:

- broad knowledge of the industry Sector and operations at the enterprise level;
- broad understanding of all functions carried out in the enterprise;
- understanding of health and safety regulations and procedures relevant to the level;
- an understanding of the employment conditions set out in the award, and enterprise policies and procedures relating to conditions;
- knowledge of the resource used in the Sector; and
- knowledge of the range and uses of basic hand tools.

Induction training

Induction training will include the following:

- basic occupational health and safety;
- first aid;
- conditions of employment; and
- company policies and objectives.

Level of responsibility

Workers at Level 1 will work under direct supervision at all times and will be expected to exercise minimal judgment.

(ii) **Milling and Processing - Level 2 - Relativity to Level 5 - 82%**

General

An employee at this level performs work above and beyond the skills of a Level 1 employee and is competent to perform work within the scope of this level.

At this level an employee:

- Will have a broad general knowledge of the Industry and the functions carried out in the workplace.

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- Works under direct supervision either individually or in a team environment.

- Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults.

- Understands and utilises basic process control procedures.

- May assist skilled trainers in the provision of on-the-job training.

- Should be given the opportunity to participate in ongoing skills training to enable to progress to Level 3.

Indicative tasks

An employee at this level will perform any or all of the tasks listed below and will be expected after suitable training to operate flexibly between work stations at this level:

- sorts, stacks and binds materials;

- uses selected hand tools;

- racks timber (manually or mechanically);

- assemble boxes and crates;

- grades round poles and peels posts for preservation;

- operates manual transfer equipment;

- produces beams using nail plates;

- operates a range of basic pre set wood machines as prescribed within the current definitions of the award appropriate to this level.

- assists in preparing timber orders by selecting pre-cut timber from stocks; and

- operates chainsaw at a basic level ancillary to normal duties.

General description of skills required:

In addition to those outlined in Level 1:

- manual handling skills;

- the ability to make judgements by eye of size and shape;

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- ability to operate basic, pre-set cutting equipment;
- ability to use hand power tools safely; and
- problem solving skills.

General description of knowledge required

In addition to that outlined in Level 1:

- basic knowledge of timber use and value;
- awareness of occupational health and safety procedures for pre-set cutting equipment, and other health and safety procedures; and
- knowledge of the functions and use of hand tools and base technology saws/machine/equipment for this level.

Level of responsibility

An employee at this level will be:

- responsible for identifying and solving minor problems which occur in the work process the Level 2 worker is directly responsible for;
- required to work to predetermined standards and outcomes; and
- responsible for keeping own work area safe and clean.

Promotional criteria

An employee remains at this level until capable of effectively performing through assessment or appropriate certification the tasks required of the next level so as to enable progress as a position becomes available.

(iii) **Milling and Processing - Level 3 - Relativity to Level 5 - 87.4%**

General

An employee at this level performs work above and beyond the skills of an employee at Level 2 and is competent to perform work within the scope of this level.

At this level an employee:

- is responsible for the quality of own work subject to general supervision;
- works under general supervision either individually or in a team environment;

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- exercises discretion within own level of skills and training;
- operates flexibly between work stations and machines;
- may assist skilled trainers in the provision of on-the-job training; and
- should be given the opportunity to participate in ongoing skills training to enable progress to Level 4.

Indicative tasks

An employee at this level will perform any or all of the tasks listed below and will be expected after suitable training to operate flexibly between work stations at this level:

- preliminary processing of logs;
- operates and maintains mechanical debarking equipment;
- demonstrates basic keyboard skills;
- assembles pallets, boxes and crates;
- controls the flow of materials through mill;
- operates, resets and maintains planing machines;
- operates recovery bench, breaking down rig (no sizing mode), bench controls;
- operates and maintains drilling machines, static press, snatcher, tilt hoist;
- operates and maintains chipping machines;
- assists breaking down sawyer;
- sets up single multi-rip saws, band resaw and circular saws;
- prepares preservation solution and appropriate paperwork at the appropriate level;
- operates and maintains chainsaws to a higher level than level 2;
- prepares timber orders and tallies timber;
- grades timber visually according to quality; (1)

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- operates pulpwood processing equipment;
- laminates, fabricates or assembles timber, plywood and veneers;
- assists a tradesperson to carry out their duties;
- sets up and operates a range of wood machines as prescribed within the current definitions of the award appropriate to this level;
- operates waste chipper/hogger;
- sorts on boardline or similar process;
- operates traverser machine;
- tails out moulder, planer or equivalent machinery and pulls out behind saw benches; and
- operates docking and/or trim saws to eliminate defects.

Note: (1) Employees must have completed a recognised grading course

General description of skills required

In addition to those outlined in Level 2:

- ability to interpret and follow plans and procedures;
- problem solving skills;
- ability to operate machinery/saws/equipment according to prescribed procedures and standards appropriate to this level;
- ability to grade timber according to obvious defects and to exercise quality control; and
- ability to record in writing simple information relating to lengths and species of timber.

General description of knowledge required

In addition to that outlined in Level 2:

- knowledge of commonly used timbers, their value, and what products they can be used for;
- knowledge of storage, stacking and drying technique;

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- knowledge of the functions and use of saws, machines and equipment for this level;
- knowledge of health and safety procedures/regulations appropriate to this level;
- knowledge of the industry standards for tasks performed at this level; and
- knowledge of quality control standards appropriate to this level.

Level of responsibility

An employee at this level will operate under general direction for the whole job. Individual tasks will be completed according to clear, set procedures and standards. An employee will be responsible for the quality of work within these limits.

The employee will also be responsible for identifying and solving problems which occur in the work process the Level 3 worker is directly responsible for, and for identifying and reporting problems outside own work process.

Promotional criteria

An employee remains at this level until capable of effectively performing through assessment or appropriate certification the tasks required of the next level so as to enable progress as a position becomes available.

(iv) **Milling and Processing - Level 4 - Relativity to Level 5 - 92.4%**

General

An employee at this level performs work above and beyond the skills of an employee at Level 3 and is competent to perform work within the scope of this level.

At this level an employee:

- works from complex instructions and procedures;
- may assist skilled trainers in provision of on-the-job training;
- works in a team environment or works individually under general supervision;
- is responsible for assuring the quality of work in own areas; and

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- should be given the opportunity to participate in ongoing skills training to enable progress to Level 5.

Indicative tasks

An employee at this level will perform any or all of the tasks listed below. They will be expected after suitable training to operate flexibly between work stations at this level:

- maintains and fault finds on plant and equipment (including lubrication);
- maintains mill buildings;
- performs non-trade carpentry functions;
- operates and maintains mobile equipment (multi-skilled operator - loader, forklift, crane); (1)
- demonstrates intermediate keyboard skills including CNC operations in saws and/or machines where the operator controls one process only;
- sets up, monitors and operates twin edgers, single and double bandsaws, bench saw not cutting to size;
- operates optimising docker (computerised) and finger jointer;
- grades timber (includes mechanical stress grader); (2)
- undertakes primary conversion of logs (no sizing);
- analyses log moisture content and select preservation method;
- prepare preservation solution and appropriate paperwork at the appropriate level;
- loads/unloads cylinder and monitors faulty operation at the appropriate level;
- laminated beam maker - responsible for setting up machine, setting out product and operating machine other than on a continuous basis;
- selects, grades and marks materials for re-manufacture and from stock for filling orders, including tallying, measuring and checking of complete orders and compiling for dispatch;
- operates and maintains hydraulic debarking equipment;
- attends boiler/kilns as required and responsible for temperature readings and records;

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- sharpens saws (with or without tensioning) chainsaws, hand tools, knives, grinds and sharpens debarker/chipper blades and operates punching press for saws (without tipping); and

- operates and maintains mechanical stacking and sorting equipment.

Note: (1) Employees must hold appropriate licences/certification.

(2) Employees must have completed a recognised stress grading course.

General description of skills required

In addition to that outlined in Level 3:

- ability to set up and adjust machines to produce a specific product;

- ability to drive and operate mobile machinery;

- ability to complete simple clerical tasks;

- problem solving skills;

- ability to select suitable methods for completing tasks and plan the order in which to complete them; and

- ability to assess timber for cutting giving regard to quality and the purpose it will be used for.

General description of knowledge required

In addition to that outlined in Level 3:

- knowledge of saws, machinery and equipment used at this level;

- knowledge of health and safety legislation and procedures appropriate to this level; and

- knowledge of the industry standards for tasks performed at this level.

Level of responsibility

An employee at this level will operate under general direction for the whole job. In completing individual tasks an employee will work to set standards. An employee will be responsible for the quality of work in own area.

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The employee will also be responsible for identifying and solving problems which occur in the work process the Level 4 worker is directly responsible for, and in conjunction with others for identifying and solving problems in the work area.

Promotional criteria

An employee remains at this level until capable of effectively performing through assessment or appropriate certification the tasks required of the next level so as to enable progress as a position becomes available.

(v) **Milling and Processing - Level 5 - Relativity to Level 5 - 100%**

General

Timber Tradesperson

Milling and Processing Employee

An employee at this level works above and beyond an employee at Level 4 and is competent to perform work within the scope of this level.

At this level an employee:

- understands and applies quality control techniques;
- exercises good interpersonal and communication skills;
- exercises keyboard skills at a level higher than Level 4;
- exercises discretion within the scope of this grade;
- performs work under limited supervision either individually or in a team environment;
- able to inspect products and/or materials for conformity with established operational standards; and
- conducts training in conjunction with a skilled trainer as required.

Timber tradesperson

A Timber Tradesperson Level 5 is an employee who holds a Trade Certificate or Tradespersons Rights Certificate as a:

- Timber Tradesperson – Saw Doctor;
- Timber Tradesperson - Wood Machinist;

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- Timber Tradesperson - Millwright;

and is able to exercise the skills and knowledge of that trade and may be required to supervise other employees.

Indicative tasks

An employee at this level will perform any or all of the tasks listed below and will be expected after suitable training to operate flexibly between work stations at this level:

- understands and applies quality control techniques for self and others;
- exercises good interpersonal and communication skills;
- exercises keyboard skills at a level higher than Level 4;
- exercises discretion within the scope of this grade;
- performs work under limited supervision either individually or in a team environment;
- operates all lifting equipment incidental to own work;
- performs non-trade tasks incidental to own work;
- performs work which, while primarily involving the skills of the employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task; such incidental or peripheral work would not require additional formal technical training; and
- inspects products and/or materials for conformity with established operational standards as required.

Level of responsibility

An employee at this level has greater responsibility than those at Level 4 in that the employee may be responsible for the work of others through the monitoring role. The employee will be responsible for work outcomes regarding quantity and quality in own area, including own work and the work of others. The employee may be required to supervise others in groups in the training situation. An employee at this level will be required to exercise discretion in the planning and carrying out of work.

The employee will also be responsible, with others, for identifying and solving problems in their work areas; if supervising others for initiating, coordinating and monitoring problem solving in own work area; for identifying and reporting problems in other work areas where they affect activity in own work area.

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Promotional criteria

An employee remains at this level until capable of effectively performing through assessment or appropriate certification the tasks required of the next level so as to enable progress as a position becomes available.

(iv) **Milling and Processing - Level 6 - Relativity to Level 5 - 105%**

General

Timber Tradesperson

Milling and Processing Employee

A Timber Tradesperson at this level works above and beyond an employee at Level 5 and is competent to perform work within the scope of this level.

At this level an employee:

- understands and applies quality control techniques;
- exercises good interpersonal and communication skills;
- exercises keyboard skills at a level higher than Level 5;
- exercises discretion within the scope of this grade;
- performs work under limited supervision either individually or in a team environment;
- will be responsible for planning own work and the work of others and for the quantity and quality of the results of that work; and
- conducts training as required.

Timber tradesperson

A Timber Tradesperson Level 6 is a Saw Doctor Tradesperson who has completed an appropriate post trade course in maintaining high tension saws and stellite tipping or a Wood Machinist Tradesperson who has completed an appropriate post trade course (or equivalent) in CNC and PLC machinery operations and CAD design systems and is able to exercise the skills and knowledge of that trade and may be required to supervise other employees.

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Indicative tasks

An employee at this level will perform any or all of the tasks listed below and will be expected after suitable training to operate flexibly between work stations at this level:

- exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards of this award;
- exercises discretion within the scope of this grade;
- works under limited supervision either individually or in a team environment;
- understands and implements quality control techniques;
- provides trade guidance and assistance as part of a work team;
- exercises trade skills relevant to the specific requirements of the enterprise at a level higher than Timber Tradesperson Level 5;
- supervision and training of employees as required; and
- ability to plan, conduct and evaluate training both on and off the job, one to one and in groups.

Level of responsibility

An employee at this level will be responsible in conjunction with others for identifying and solving problems in own work area. If supervising others the employee will be responsible for initiating, coordinating and monitoring problem solving in own work area. The employee will be responsible for identifying and reporting problems in other work areas where they affect activity in own work area.

(m) The following subclauses have specific rates and conditions that apply to the Board, Panel and Veneer Sector

CLASSIFICATION AND SKILL LEVEL - DEFINITIONS FOR THE VENEER AND PLYWOOD SECTOR

Notwithstanding anything elsewhere contained in this award, the following definitions are intended to convey the broad intent of the parties as to the relative skills, responsibilities and conditions under which employees at each level will work.

The provisions of this Award shall apply to persons performing work provided for in this section unless such provisions are inconsistent with the provisions of this section.

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(i) **Veneer and Plywood - Level 1 - Relativity to Level 5 General Award - 78%**

General

Criteria for extension of term in Level 1 beyond three months:

A worker who enters the industry and is unable to meet the competency requirements of Level 2 will remain in Level 1 for a maximum of three months unless an extension for up to a further three months is agreed by the employer and the employee, and the union where the employee is a union member. Extension of the term of Level 1 beyond three months will only be considered when:

- the employee has participated in a structured and documented skill development programme which sets out and covers the standards of competence the Level 1 worker is required to achieve for progression to Level 2;

- any deficiencies in the performance of the employee during the skill development programme have been described clearly to the employee at the time they have occurred and standards for acceptable performance have been made clear to the employee;

- suitable conditions have been provided for training including sufficient time, appropriate environment and equipment and a skilled trainer; and

- given the above, the employee has not reached the standards of competence set down in the skill development programme.

Process for extension of the term in Level 1 beyond three months

Where an employer proposes that the term an employee will spend in Level 1 should be extended beyond three months the following actions will be taken at least three weeks before the expiration of the initial three months:

- the employee will be advised in writing. This advice will set out clearly the areas where the employee has not reached the competency standards required for progression to Level 2 and are set out in the skill development programme;

- where the employee is a member of the union a copy of the advice to the employee will be sent to the relevant branch secretary of the union at the same time as it is provided to the employee;

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- subsequent to the advice of intention to extend the period in Level 1 beyond three months being issued, a meeting will be held between the employer and the employee and a full-time official of the union or their nominee where the employee is a union member. At this meeting the parties will develop and agree on a plan (including time frames) to assist the employee to develop competence to the required standard in the areas identified as deficient agreed with by the employee. This plan will be documented and signed by all parties - that is the employer, the employee and the union official where the employee is a union member;

- the employee (and the branch office of the union if the employee is a union member) will be notified immediately by the employer if any further problems arise during this extension period.

- A Level 1 worker:

  1. will complete a program of induction training;

  2. will complete a program of skills training to meet the requirement of being able to competently perform work within the scope of Level 2.

General description of skills required

A Level 1 worker will exercise the following skills:

- the ability to follow instructions;

- manual handling skills; and

- the ability to follow standards and procedures.

General description of knowledge required

A Level 1 worker will develop the following:

- broad knowledge of the industry sector and operations at the enterprise level;

- broad understanding of all functions carried out in the enterprise;

- understanding of health and safety regulations and procedures relevant to the level;

- an understanding of the employment conditions set out in the award, and enterprise policies and procedures relating to conditions;

- knowledge of the resource used in the sector; and

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- knowledge of the range and uses of basic hand tools.

Induction training

Induction training will include the following:

- basic occupational health and safety;
- first aid;
- conditions of employment; and
- company policies and objectives.

Level of responsibility

Workers at Level 1 will work under direct supervision at all times and will be expected to exercise minimal judgement.

(ii) **Veneer and Plywood - Level 2 - Relativity to Level 5 General Award - 82%**

General

An employee at this level performs work above and beyond the skills of a Level 1 employee and is competent to perform work within the scope of this level.

At this level an employee:

- will have broad general knowledge of the industry and the functions carried out in the workplace;
- works under direct supervision either individually or in a team environment;
- understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
- understands and utilises basic process control procedures;
- should be given the opportunity to participate in ongoing skills training to enable progress to Level 3; and
- may assist skilled trainees in the provision of on-the-job training.

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Indicative tasks

An employee at this level will perform any or all of the tasks listed below and will be expected, after suitable training, to operate flexibly between work stations at this level:

- uses selected hand tools;
- centre feeder and/or core feeder and/or coverlayer and/or assistant in glue spreading;
- veneer joiner and/or repairer where the work is done by hand with less than one year's experience;
- tapeless veneer joining machine - with less than one year's experience;
- operator on power-operated veneer edge truing or trimming machine (saw, cutter block or guillotine) where the machinist is never required to set up the machine nor to grind the knives and cutters but is merely an operator or feeder of the machine;
- assembling veneers with film glue;
- plywood and veneer grader grading into three or more classes;
- flat press operators and assistants not elsewhere specified;
- operates manual transfer equipment;
- assistant to lathe or slicer operator;
- plywood scarfing machine where the machinist is never required to set up the machine nor to grind the knives and cutters but is merely an operator;
- assistant to veneer kiln drier or re-drier operator who operates a drying kiln;
- other operators of immunising plant;
- assistant on veneer clipper machine;
- taping and glue thread machinist with less than one year's experience;
- operator of plywood trimming machine using parallel saws;
- belt sander in sanding of plywood faced with rotary peel veneer;

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- edge gluing veneer by hand or roller for tapeless joining machine;
- guillotine operator, not elsewhere included;
- feeder and/or assistant on automatic core assembling machine;
- operator of folding machine; and
- glue spreading spray gun operator.

General description of skills required

In addition to those outlined in Level 1:

- manual handling skills;
- the ability to make judgements by measurement coupled to quality control procedures;
- ability to operate basic, pre-set cutting equipment;
- ability to use hand power tools safely; and
- problem solving skills.

General description of knowledge required

In addition to that outlined in Level 1:

- basic knowledge of timber, veneer and plywood use and value;
- awareness of occupational health and safety procedures for pre-set cutting equipment, and other health and safety procedures; and
- knowledge of the functions and use of hand tools and base technology saws/machine/equipment for this level.

Level of responsibility

An employee at this level will be:

- responsible for identifying and solving minor problems which occur in the work process the Level 2 worker is directly responsible for;
- will be required to work to predetermined standards and outcomes; and
- responsible for keeping own work area safe and clean.

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Promotional criteria

An employee remains at this level until capable of effectively performing through assessment or appropriate certification the tasks required of the next level so as to enable progress as a position becomes available.

(iii) **Veneer and Plywood - Level 3 - Relativity to Level 5 General Award - 87.4%**

General

An employee at this level performs work above and beyond the skills of an employee at Level 2 and is competent to perform work within the scope of this level.

At this level an employee:

- is responsible for the quality of own work subject to general supervision;
- works under general supervision either individually or in a team environment;
- exercises discretion within own level of skills and training;
- operates flexibly between work stations and machines;
- may assist skilled trainers in the provision of on-the-job training; and
- should be given the opportunity to participate in ongoing skills training to enable progress to Level 4.

Indicative tasks

An employee at this level will perform any or all of the tasks listed below and will be expected, after suitable training, to operate flexibly between work stations at this level:

- centre layer and/or corelayer and/or coremaker building up solid timber and/or veneer centres;
- veneer joiners and/or repairers where the work is done by hand with one year's experience;
- operator on power-operated veneer edge truing or trimming machine (cutter block or guillotine) where the machinist has not been required to grind the knives and cutters but is at any time required to set up the machine and then only from such time as the employee is required so to act;

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- operator of hot press who sets the pressure and temperature but is not required to calculate areas and pressures and control temperatures;

- operator of rotary veneer peeling lathe or slicing veneer machine;

- plywood scarfing machinist where the machinist has not been required to grind the knives and cutters but is at any time required to grind the knives and cutters but is at any time required to set up the machine and then only from such time as the employee is required so to act;

- veneer kiln drier heat plant operator or re-drier operator who operates a drying kiln drier or re-drier or who may be required to make temperature readings and records thereof;

- veneer clipper operator in conjunction with rotary peeling lathe or slicing machine;

- operates and maintains mechanical debarking equipment including grinding and sharpening blades;

- taping glue thread, edge glued machinist with more than one year's experience;

- band sawyer using band saw up to 90 centimetres capacity, rough cutting and trimming;

- operator of the belt sander in sanding of plywood faced with fancy sliced veneer;

- operator employed on gluing jigs and/or cramps for the laminating fabrication or assembling of veneers, timber and plywood;

- operator of power-operated veneer edge truing or trimming machine saw (saw type) where the operator is required to set up and sharpen the saw;

- veneer splicing machine; and

- adhesive solution mixer where test control procedures are not required.

General description of skills required

In addition to those outlined in Level 2:

- ability to interpret and follow plans and procedures;

- problem solving skills;

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- ability to operate machinery/saws/equipment according to prescribed procedures and standards appropriate to this level;
- ability to grade timber veneer and plywood according to obvious defects and to exercise quality control; and
- ability to record in writing simple information relating to physical dimensions and species of timber.

General description of knowledge required

In addition to that outlined in Level 2:

- knowledge of commonly used timbers veneers and plywood their value, and what product they can be used for;
- knowledge of storage, stacking and drying technique;
- knowledge of the functions and use of saws, machines and equipment for this level;
- knowledge of health and safety procedures/regulations appropriate to this level;
- knowledge of the industry standards for tasks performed at this level; and
- knowledge of quality control standards appropriate to this level.

Level of responsibility

An employee at this level will operate under general direction for the whole job. Individual tasks will be completed according to clear, set procedures and standards. An employee will also be responsible for the quality of work within these limits.

The employee will also be responsible for identifying and solving problems which occur in the work process the Level 3 worker is directly responsible for, and for identifying and reporting problems outside own work process.

Promotional criteria

An employee remains at this level until capable of effectively performing through assessment or appropriate certification the tasks required of the next level so as to enable progress as a position becomes available.

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(iv) **Veneer and Plywood - Level 4 - Relativity to Level 5 General Award - 92.4%**

General

An employee at this level performs work above and beyond the skills of an employee at Level 3 and is competent to perform work within the scope of this level.

At this level an employee:

- works from complex instructions and procedures;
- may assist skilled trainers in provision of on-the-job training;
- works in a team environment or works individually under general supervision; and
- is responsible for assuring the quality of work in own areas.

Indicative tasks

An employee at this level will perform any or all of the tasks listed below. They will be expected, as after suitable training, to operate flexibly between work stations at this level.

- maintains and fault finds on plant and equipment (including lubrication);
- adhesive solution mixer where the employee is required to mix, test control and check in operation and is responsible for its proper use;
- veneer matcher responsible for selecting and setting out fancy sliced veneers to design or specification;
- operator of power-driven veneer edge truing or trimming machine (cutter block or guillotine) where the operator is required to grind the knives and cutters and set up the machine;
- employee in charge of hot process who sets pressures and temperatures and who is responsible for calculating areas and pressures and controlling temperatures and operators of specialty presses;
- rotary veneer peeling lathe or slicing machine operator who sharpens knives and/or sets up the machine;
- sharpens lathe knives, pressure bars, clipper blades and chipper;

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- plywood scarfing machinist where the machinist is ever required to set up the machine and grind the knives and cutters and then only from such time as the employee is required so to act;

- employee in charge of veneer kiln heat plant operator or re-drier (plate roller or conveyor type) who is required to adjust temperatures, humidity, conditions, calculate moisture contents, test and control;

- immunising plant operator who is required to control temperatures, preservative contents in solution and analyse treated timbers and/or veneer samples;

- operator of Torwegge or similar automatic core assembling machine who is required to set up and adjust the machine and is fully responsible for the operation of such machine;

- employee in charge of paper honeycomb making machine;

- operator in graining machine where the operator is required to set up the machine and sharpen the blades;

- operates and maintains mobile equipment appropriate to this level;

- demonstrates intermediate keyboard skills including CNC operations in saws and/or machines where the operator controls one process only; and

- operates and maintains hydraulic debarking equipment.

General description of skills required

In addition to that outlined in Level 3:

- ability to set up and adjust machines to produce a specific product;

- ability to drive and operate mobile machinery;

- ability to complete simple clerical tasks;

- problem solving skills;

- ability to select suitable methods for completing tasks and plan the order in which to complete them; and

- ability to assess timber veneer and plywood for cutting giving regard to quality and the purpose it will be used for.

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General description of knowledge required

In addition to that outlined in Level 3:

- knowledge of saws, machinery and equipment used at this level;
- knowledge of health and safety legislation and procedures appropriate to this level; and
- knowledge of the industry standards for tasks performed at this level.

Level of responsibility

An employee at this level will operate under general direction for the whole job. In completing individual tasks an employee will work to set standards. The employer will be responsible for the quality of work in own area.

The employee will also be responsible for identifying and solving problems which occur in the work process the Level 4 worker is directly responsible for, and in conjunction with others for identifying and solving problems in the work area.

(n) The following subclauses have specific rates and conditions that apply to the Manufacturing and Joinery sector

CLASSIFICATION AND SKILL LEVEL – DEFINITIONS

Notwithstanding anything elsewhere contained in this award, the following definitions are intended to convey the broad intent of the parties as to the relative skills, responsibilities and conditions under which employees at each level will work.

The provisions of this Award shall apply to persons performing work provided for in this section unless such provisions are inconsistent with the provisions of this section.

(i) **Manufacturing - Level 1 - Relativity to Level 5 - 78%**

General

Criteria for extension of term in Level 1 beyond three months

A worker who enters the industry and is unable to meet the competency requirements of Level 2 will remain in Level 1 for a maximum of three months unless an extension for up to a further three months is agreed by the employer and the employee, and the union where the employee is a union member. Extension of the term of Level 1 beyond three months will only be considered when:

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- the employee has participated in a structured and documented skill development programme which sets out and covers the standards of competence the Level 1 worker is required to achieve for progression to Level 2;

- any deficiencies in the performance of the employee during the skill development programme have been described clearly to the employee at the time they have occurred and standards for acceptable performance have been made clear to the employee;

- suitable conditions have been provided for training including sufficient time, appropriate environment and equipment and a skilled trainer; and

- given the above, the employee has not reached the standards of competence set down in the skill development programme.

Process for extension of the term in Level 1 beyond three months

Where an employer proposes that the term an employee will spend in Level 1 should be extended beyond three months the following actions will be taken at least three weeks before the expiration of the initial three months:

- the employee will be advised in writing. This advice will set out clearly the areas where the employee has not reached the competency standards required for progression to Level 2 and are set out in the skill development programme;

- where the employee is a member of the union a copy of the advice to the employee will be sent to the relevant branch secretary of the union at the same time as it is provided to the employee;

- subsequent to the advice of intention to extend the period in level 1 beyond three months being issued, a meeting will be held between the employer and the employee and a full-time official of the union or their nominee where the employee is a union member. At this meeting the parties will develop and agree on a plan (including time frames) to assist the employee to develop competence to the required standard in the areas identified as deficient agreed with by the employee. This plan will be documented and signed by all parties - that is the employer, the employee and the union official where the employee is a union member;

- the employee (and the branch office of the union if the employee is a union member) will be notified immediately by the employer if any further problems arise during this 'extension period'.

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- A Level 1 worker:

  1. will complete a program of induction training;

  2. will complete a program of skills training to meet the requirement of being able to competently perform work within the scope of Level 2.

General description of skills required

A Level 1 worker will exercise the following skills:

- the ability to follow instructions;

- manual handling skills; and

- the ability to follow standards and procedures.

General description of knowledge required

A Level 1 worker will develop the following:

- broad knowledge of the industry sector and operations at the enterprise level;

- broad understanding of all functions carried out in the enterprise;

- understanding of health and safety regulations and procedures relevant to the level;

- an understanding of the employment conditions set out in the award, and enterprise policies and procedures relating to conditions;

- knowledge of the resource used in the sector; and

- knowledge of the range and uses of basic hand tools.

Induction training

Induction training will include the following:

- basic occupational health and safety;

- first aid;

- conditions of employment; and

- company policies and objectives.

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Level of responsibility

Workers at Level 1 will work under direct supervision at all times and will be expected to exercise minimal judgment.

(ii) **Manufacturing - Level 2 - Relativity to Level 5 - 82%**

General

An employee at this level performs work above and beyond the skills of a Level 1 employee and is competent to perform work within the scope of this level.

At this level an employee:

- will have a broad general knowledge of the industry and the functions carried out in the workplace;
- works under direct supervision either individually or in a team environment;
- understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
- understands and utilises basic process control procedures;
- may assist skilled trainers in the provision of on-the-job training; and
- should be given the opportunity to participate in ongoing skills training to enable progress to Level 3.

Indicative tasks

An employee at this level will perform any or all of the tasks listed below and will be expected after suitable training to operate flexibly between work stations at this level:

- assists in assembling wall frames and roof trusses;
- sorts, stacks and binds materials;
- uses and maintains selected hand tools;
- racks timber (manually or mechanically);
- assemble boxes and crates or trellis;
- primes and paints;

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- operates door and/or panel trimming machines where the operator is not required to set up such machine nor to grind the knives and cutters and operates punching and notching machines;
- operates manual and motorised transfer equipment; (1)
- produces beams using nail plates;
- points posts;
- operates a range of basic pre set wood machines as prescribed within the current definitions of the award appropriate to this level;
- operates chainsaw at a basic level ancillary to normal duties;
- operates cross cut and bench saws in box and case factories;
- measures and records sawn timber; and
- assists sawyer to change bandsaw.

Note: (1) Employees must hold appropriate permits/licences/certification.

General description of skills required

In addition to those outlined in Level 1:

- manual handling skills;
- the ability to make judgements by eye of size and shape;
- ability to operate basic, pre-set cutting equipment;
- ability to use hand power tools safely; and
- problem solving skills.

General description of knowledge required

In addition to that outlined in Level 1:

- basic knowledge of timber use and value;
- awareness of occupational health and safety procedures for pre-set cutting equipment, and other health and safety procedures; and
- knowledge of the functions and use of hand tools and base technology saws/machine/equipment for this level.

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Level of responsibility

An employee at this level:

- will be responsible for identifying and solving minor problems which occur in the work process the Level 2 worker is directly responsible for;
- will be required to work to predetermined standards and outcomes; and
- responsible for keeping own work area safe and clean.

Promotional criteria

An employee remains at this level until capable of effectively performing through assessment or appropriate certification the tasks required of the next level so as to enable progress as a position becomes available.

(iii) **Manufacturing - Level 3 - Relativity to Level 5 - 87.4%**

General

An employee at this level performs work above and beyond the skills of an employee at Level 2 and is competent to perform work within the scope of this level.

At this level an employee:

- is responsible for the quality of own work subject to general supervision;
- works under general supervision either individually or in a team environment;
- exercises discretion within own level of skills and training;
- operates flexibly between work stations and machines;
- may assist skilled trainers in the provision of on-the-job training; and
- should be given the opportunity to participate in ongoing skills training to enable progress to Level 4.

Indicative tasks

An employee at this level will perform any or all of the tasks listed below and will be expected after suitable training to operate flexibly between work stations at this level:

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- assembles cable drums;
- demonstrates basic keyboard skills;
- assembles pallets, boxes and crates appropriate to this level;
- assembles wall and roof trusses appropriate to this level;
- assists in setting up jig for standard “A” roof trusses;
- sets up and operates a range of saws including docking saws appropriate to this level;
- tails out, checks timber and docks out faults;
- sets up and operates a range of wood machines as prescribed in the current definitions of the award appropriate to this level;
- surfaces floors;
- bends timber by hand and machine;
- assists in preparation of logs in log cabin manufacture;
- operates spray painting machine;
- operates and maintains chainsaws to a higher level than Level 2;
- prepares timber orders and tallies timber;
- grades timber visually according to quality; (1)
- operates door and/or panel machines appropriate to this level;
- assembler;
- assistant or other operator to a laminated beam maker;
- laminates, fabricates or assembles timber, plywood and veneers;
- assists a tradesperson to carry out duties;
- removes and replaces saw blades on dresser;
- operates Traverser machine;
- tails out moulder, planer or equivalent machinery and pulls out behind saw benches; and

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- operates docking and/or trim saws to eliminate defects.

Note: (1) Employees must have completed a recognised grading course.

General description of skills required

In addition to those outlined in Level 2:

- ability to interpret and follow plans and procedures;
- problem solving skills;
- ability to operate machinery/saws/equipment according to prescribed procedures and standards appropriate to this level;
- ability to grade timber according to obvious defects and to exercise quality control; and
- ability to record simple information on lengths and species of timber in writing.

General description of knowledge required

In addition to that outlined in Level 2:

- knowledge of commonly used timbers, their value, and what products they can be used for;
- knowledge of storage, stacking and drying technique;
- knowledge of the functions and use of saws, machines and equipment for this level;
- knowledge of health and safety procedures/regulations appropriate to this level;
- knowledge of the industry standards for tasks performed at this level; and
- knowledge of quality control standards appropriate to this level.

Level of responsibility

An employee at this level will operate under general direction for the whole job. Individual tasks will be completed according to clear, set procedures and standards. An employee will be responsible for the quality of work within these limits.

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The employee will also be responsible for identifying and solving problems which occur in the work process the Level 3 worker is directly responsible for, and for identifying and reporting problems outside own work process.

Promotional criteria

An employee remains at this level until capable of effectively performing through assessment or appropriate certification the tasks required of the next level so as to enable progress as a position becomes available.

(iv) **Manufacturing - Level 4 - Relativity to Level 5 - 92.4%**

General

An employee at this level performs work above and beyond the skills of an employee at Level 3 and is competent to perform work within the scope of this level.

At this level an employee:

- works from complex instructions and procedures;
- may assist skilled trainers in provision of on-the-job training;
- works in a team environment or works individually under general supervision;
- is responsible for assuring the quality of their own work; and
- should be given the opportunity to participate in ongoing skills training to enable progress to Level 5.

Indicative tasks

An employee at this level will perform any or all of the tasks listed below. They will be expected after suitable training to operate flexibly between work stations at this level:

- maintains and fault finds on plant and equipment (including lubrication);
- operates high frequency machine and edge band as a gluer;
- operates and maintains mobile equipment appropriate to this level; (1)
- demonstrates intermediate keyboard skills including CNC operations in saws/and or machines where the operator controls one process only;
- sets up, monitors and operates twin edgers, single and double bandsaws, circular saws;

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- operates optimising docker (computerised);
- grades timber (both quality and stress); (2)
- assembles wall frames and roof trusses appropriate to this level including operation and responsibility for wall frame fabricating machines manually controlled;
- sharpens saws (with or without tensioning), chainsaws, hand tools, knives and dresser blades and operates punching press for saws (without tipping);
- bends timber using own forms and equipment and operates machine;
- assembles prepared pieces of timber (as defined);
- glazes;
- operates log preparing machine and fabricates modules - log cabin manufacture;
- makes knives from beginning to end as a sawmaker;
- operates gluing jigs for laminating veneers or timber;
- laminated beam maker - responsible for setting up machine, setting out product and operating machine other than on continuous process;
- selects, grades and marks materials for re-manufacture and from stock for filling orders, including tallying, measuring and checking of complete orders and compiling for dispatch; and
- operates and maintains mechanical stacking and sorting equipment.

Note: (1) Employees must hold appropriate licences/certification.

(2) Employees must have completed an approved training course.

General description of skills required

In addition to that outlined in Level 3:

- ability to set up and adjust machines to produce a specific product;
- ability to drive and operate mobile machinery;
- ability to complete simple clerical tasks;

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- problem solving skills;
- ability to select suitable methods for completing tasks and plan the order in which to complete them; and
- ability to assess timber for cutting giving regard to quality and the purpose it will be used for.

General description of knowledge required

In addition to that outlined in Level 3:

- knowledge of saws, machinery and equipment used at this level;
- knowledge of health and safety legislation and procedures appropriate to this level; and
- knowledge of the industry standards for tasks performed at this level.

Level of responsibility

An employee at this level will operate under general direction for the whole job. In completing individual tasks an employee will work to set standards. An employee will be responsible for the quality of work in own area.

The employee will also be responsible for identifying and solving problems which occur in the work process the Level 4 worker is directly responsible for, and in conjunction with others for identifying and solving problems in the work area.

Promotional criteria

An employee remains at this level until capable of effectively performing through assessment or appropriate certification the tasks required of the next level so as to enable progress as a position becomes available.

(v) **Manufacturing - Level 5 - Relativity to Level 5 - 100%**

General

Timber Tradesperson

Manufacturing Employee

An employee at this level works above and beyond an employee at Level 4 and is competent to perform work within the scope of this level.

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At this level an employee:

- understands and applies quality control techniques;
- exercises good interpersonal and communication skills;
- exercises keyboard skills at a level higher than Level 4;
- exercises discretion within the scope of this grade;
- performs work under limited supervision either individually or in a team environment;
- able to inspect products and/or materials for conformity with established operational standards; and
- conducts training in conjunction with a skilled trainer as required.

Timber Tradesperson

A Timber Tradesperson Level 5 is an employee who holds a Trade Certificate or Tradespersons Rights Certificate as a:

- Timber Tradesperson - Grinder;
- Timber Tradesperson - Sawdoctor;
- Timber Tradesperson - Wood Machinist; and
- Timber Tradesperson - Wood Turner;
- and is able to exercise the skills and knowledge of that trade and may be required to supervise other employees.

Indicative tasks

An employee at this level will perform any or all of the tasks listed below and will be expected, after suitable training, to operate flexibly between work stations at this level:

- understands and applies quality control techniques for self and others;
- exercises good interpersonal and communication skills;
- exercises keyboard skills at a level higher than Level 4;
- exercises discretion within the scope of this grade;

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- performs work under limited supervision either individually or in a team environment;
- operates all lifting equipment incidental to own work;
- performs non-trade tasks incidental to own work;
- performs work which, while primarily involving the skills of the employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task; such incidental or peripheral work would not require additional formal technical training;
- inspects products and/or materials for conformity with established operational standards as required; and
- sets up, monitors and operates a range of pre-set wood machines appropriate to this level including multi headed square dresser.

Level of responsibility

An employee at this level has greater responsibility than those at Level 4 in that the employee may be responsible for the work of others through the monitoring role. The employee will be responsible for work outcomes regarding quantity and quality in own area, including own work and the work of others. The employee may be required to supervise others in groups in the training situation. An employee at this level will be required to exercise discretion in the planning and carrying out of work.

The employee will also be responsible, with others, for identifying and solving problems in their work areas; if supervising others for initiating, coordinating and monitoring problem solving in own work area; for identifying and reporting problems in other work areas where they affect activity in own work area.

Promotional criteria

An employee remains at this level until capable of effectively performing through assessment or appropriate certification the tasks required of the next level so as to enable progress as a position becomes available.

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(vi) **Manufacturing - Level 6 - Relativity to Level 5 - 105%**

General

Timber Tradesperson

Manufacturing Employee

A Timber Tradesperson at this level works above and beyond an employee at Level 5 and is competent to perform work within the scope of this level.

At this level an employee:

- understands and applies quality control techniques;
- exercises good interpersonal and communication skills;
- exercises keyboard skills at a level higher than Level 5;
- exercises discretion within the scope of this grade;
- performs work under limited supervision either individually or in a team environment;
- will be responsible for planning own work and the work of others and for the quantity and quality of the results of that work; and
- conducts training as required.

Timber Tradesperson

A Timber Tradesperson Level 6 is a Saw Doctor Tradesperson who has completed an appropriate post trade course in maintaining high tension saws and stellite tipping or a Wood Machinist Tradesperson who has completed an appropriate post trade course (or equivalent) in CNC and PLC machinery operations and CAD design systems and is able to exercise the skills and knowledge of that trade and may be required to supervise other employees.

Indicative tasks

An employee at this level will perform any or all of the tasks listed below and will be expected after suitable training to operate flexibly between work stations at this level:

- exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards of this award;
- exercises discretion within the scope of this grade;

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- works under limited supervision either individually or in a team environment;
- understands and implements quality control techniques;
- provides trade guidance and assistance as part of a work team;
- exercises trade skills relevant to the specific requirements of the enterprise at a level higher than Timber Tradesperson Level 5;
- supervision and training of employees as required; and
- ability to plan, conduct and evaluate training both on and off the job, one to one and in groups.

Level of responsibility

An employee at this level will be responsible in conjunction with others for identifying and solving problems in own work area. If supervising others the employee will be responsible for initiating, coordinating and monitoring problem solving in own work area. The employee will be responsible for identifying and reporting problems in other work areas where they affect activity in own work area.

(o) Wage Rates

(i)

	Base Rate Per Week	Supplementary Payment Per Week	Total Wage Per Week
	$	**$**	**$**
A Grade Machinist	563.90	52.00	615.90
B Grade Machinist	534.10	48.10	582.20
Single drum, cone or disc sander	515.90	45.40	561.30
Miscellaneous	508.20	44.30	552.50

(ii) Supplementary Payments

In addition to the base rates prescribed in clause 2 of this section, the following Supplementary Payments shall apply:

	Per week $
A Grade Machinist	52.00
B Grade Machinist	48.10
Single drum, cone or disc sander	45.40
Miscellaneous	44.30

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(p) The following subclauses have specific rates and conditions that apply to the Sporting Goods sector

The rates and conditions of this section shall apply to the manufacture and repair of sporting goods, in lieu of the relevant rates and conditions contained in this award.

WAGE RATES – ADULTS

The minimum weekly rates of wages to be paid to an adult employee of the appropriate classification shall be calculated by adding to the base rate set out in this clause the appropriate supplementary payment prescribed in clause 2 of this section.

(i) **Group 1**

Tennis frame operations - spindle machinists and router machinists and all operations performed on either router or spindling lining cutting grips by hand from hides or sides; tennis racquet stringing and/or restringing with natural gut; and tennis racquet repairing, responsible person in charge of radio frequency gluing equipment and radio frequency gluing operations.

Golf club operations:

- Iron heads - Shaping or grinder; checking and resetting final buffing.

- Wood and/or plastic heads - Club making throughout; cutting grips by hand from sides or hides.

Cricket bat operations Spindle machinists; wood turning with handles fitted by hand.

Rifle operations - In letters, automatic shaping machinists; spindle machinists and router machinists.

General - Maker and/or repairer of sporting goods in wholesale or retail establishments.

(ii) **Group 2**

Tennis frame operations - circular sawyers; band sawyers; jig sawyers; gluing machine operators jointer and/or buzzer machinists; bobbin sander machinist to dimensions; gauger or templates; bench hands using hand tools; cone sander machinists; gripping; crane stripper machinists who grade and sort; cylinder or barrel saw machinists; and tennis racquet stringing and/or restringing with synthetic strings.

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Golf club operations:

- Iron heads - First buffing; face making; stamping by hand hammer; gripping; fluing and packing of inserts and oven automatic time; pouring of stainless steel heads.

- Wood and/or plastic heads - band sawyers; copying lathe machinists; sander machinists; sprayers; gripping.

Cricket bat operations - Jointer and/or buzzer machinists; circular sawyers; copying lathe machinists; twin sawyers; lathe machinists; sand belt machinists; buffing; stamping machinists and bench hand ie. employees using drawn knife, spoke shave and plane for work other than fitting handles.

Rifle operations - Circular sawyers; five spindle profiler machinists; copying lathe machinists; bench hands except as to hand papering; gun and ammunition box makers.

Fishing rod operations:

Blanking operations:

- mixing of resin and extruding blanks;
- festooning and/or spreading;
- rolling patterns;
- sanding or tapering;
- cutting, gauging and testing of blanks;
- plugging butts and cutting back (steel wool);
- dipping mandrels after extraction in resin;
- inspection.

Mounting operations - tubular glass rods:

- turning corks;
- countersinking bottom of cork;
- drilling cork both ends;
- gluing and fitting cork and wood handles to rod;
- fitting and gluing winch and corks;
- final sanding cork to size;
- sanding blanks for ferrule fitting and tip fitting;
- preparing special glue;
- cleaning and applying tape;
- inspecting of mountings.

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(iii) **Group 3**

Tennis frame operations - Cross-cut sawyers; thicknesser machinists; lamination bending on forms; bridge bending; bobbie sander machinists; pneumatic sander machinists; gluing clamps; gluing jigs; boring machinists: slotting machinists; cane stripping machinists; wedge machinists overlay bending; gluing overlays; spraying; weighing and balancing grip cutting: skiving by machine and outlining; operator of radio frequency gluing equipment other than responsible person.

Golf club operations:

- Iron heads - Lathe machinists; disc grinder machinists; bench drill and hand reamer machinists; automatic insert recessing machinists.

- Shaping irons - Sheathing; buffing machinists; shafting vulcanising; fibroloiding; capping; sand blasting finishing; forming; assembling or dipping of wax heads and runners; curing of shell moulds; removal of shell from iron heads.

- Wood and/or plastic head - Drillers, single spindle profile machinists; sheathing; buffing; vulcanising; fibroloiding; capping stamping; scoring; polishing; finishing grip cutting skiving by machine.

Cricket bat operations - Thicknesser machinist roller press operators; buff machinists; gripping machinists; bench hands on papering, taping, binding, labelling and packing; case machinists; cross-cut sawyers; gluing slips; preparing rubber and cork handle gluing.

Rifle operations - Single spindle profiler machinists; boring machinists; automatic eight station transfer machinists; machinists not elsewhere included.

Fishing rod operations:

Mounting operations - tubular glass rods:

- gluing and assembling corks;
- dismantling corks from mandrel;
- assembling slides and nuts to winch;
- plugging ends where necessary;
- gluing ferrules and tips;
- extracting mandrels.

Mounting operations - extruded rods:

- assembling and fitting cork or wood butts;
- assembling rods.

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(iv) **Group 4**

Assistants to gluing machinists;

Assistants to operations of any machine above-mentioned;

Employees engaged on any operation not mentioned above.

(v) **Group 5**

The rates payable for the making of other classes of sporting goods for badminton; lacrosse; hockey; squash; polocrosse; billiards; skis and surf boards shall be the nearest appropriate weekly rate set out in Groups 1 to 4 (inclusive) above.

Employees supervised	Leading hands - per week $
2 to 6 employees	18.45
7 to 10 employees	29.94
Over 10 employees	45.89

(q) Wage Rates

(i)

	Base Rate Per Week $	Supplementary Payments Per Week $	Total Wage Per Week $
Group 1	534.10	48.10	582.20
Group 2	515.90	45.40	561.30
Group 3	496.20	42.50	538.70
Group 4	481.50	40.60	522.10

(ii) Rates for Juniors

The minimum weekly rates of wages to be paid to junior employees shall be calculated at the following respective percentages of the appropriate base award rate for classifications in Group 3 as provided in clause 1 of this section:

Age	Percentage
16 and under	43
16	51
17	61
17-1/2	67
18	77
19	83
20	88

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The above percentages shall be calculated in multiples of 5 cents, amounts of 2 cents or less being taken to the lower multiple and amounts in excess of 2 cents to the higher multiple.

(iii) Proportion of Juniors

In or about any sporting goods making factory the number of juniors employed at less than the appropriate adult rate may equal but shall not exceed one and a half times the number of employees therein at wage rates for adult employees.

(iv) Prohibited Occupations

Juniors shall not be employed in the following operations, except as assistant on bending and gluing machines, and as hereinafter provided:

- Operator of saws.
- Operator of buzzer, jointer, planer, gluing machine shaper, belt sander, routing machines (except machines used for the grooving of the bows for the strings of all sporting goods made of wood).
- Tennis, squash or badminton rim bending, hockey “U” bending, lacrosse stick bending.
- Setting up and grinding knives of any lathe.
- Fitting as described in the wage rate classifications but not including assembling.
- Wood turning except on automatic and semi-automatic copying lathes and on small plugs for golf shafts.
- In the event of new machines being introduced the question of whether the work is for juniors or adults shall be decided by the local Branch of the union and the employer concerned, and in the event of no agreement the matter shall be referred to the Commission

(r) Juniors

Rates for Juniors: Un-apprenticed juniors (based on skill level 2)

Year / Stage	**Basic Hourly Rate**
16 years of age	40% ($5.67)
17 years of age	55% ($7.79)
18 years of age	70% ($9.92)
19 years of age	85% ($12.04)
20 years of age	100% ($14.17)

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(s) Rates for Apprentices: Other than Saw Doctor Apprentices

Year / Stage	**Basic Hourly Rate**	**Rate based on**
First	50% ($8.11)	Skill Level 5
Second	60% ($9.73)	Skill Level 5
Third	75% ($12.16)	Skill Level 5
Fourth	90% ($14.59)	Skill Level 5

(t) Rates for Apprentices: Saw doctor apprentices

Year / Stage	**Basic Hourly Rate**	**Rate based on**
First	50% ($8.38)	Skill Level 6
Second	60% ($10.06)	Skill Level 6
Third	75% ($12.57)	Skill Level 6
Fourth	90% ($15.08)	Skill Level 6

Where an apprentice is under the age of 21 years on the expiry of the apprenticeship, the apprentice is entitled to be paid the adult rate prescribed for the skill level on which the employee is employed.

(u) Casual Employees

Casual employees will be paid the basic hourly rate (the basic rate of pay in sub cluse 8 (a) divided by 38) plus a loading of 20% in lieu of annual leave, personal leave and public holidays.

(v) Clerks and Sales Assistants

Adult employees of a classification hereunder mentioned shall be paid the weekly wage rate assigned opposite that classification.

(i) Adult Clerks

		Base Rate $	Safety Net Adjustment $	Weekly Wage Rate $
1.	First year's experience	290.30	266.00	556.30
	Second year's experience	311.50	266.00	577.50
	Third year's experience	339.10	266.00	605.10
2.	An accountant or chief clerk wholly responsible for office work and who prepares the balance sheet and profit and loss account		268.00	720.60

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3.	A clerk who is in charge of and responsible for the work of -			
	(A) 5 or more employees	400.50	266.00	666.50
	(B) 3 or 4 employees	384.50	266.00	650.50
	(C) 2 employees	376.50	266.00	642.50

(ii) Sales Assistants and Allied Classifications

		Base Rate $	Safety Net Adjustment $	Weekly Wage Rate $
1.	Assistants –			
	(A) First year's adult experience	290.30	266.00	556.30
	(B) Second year's adult experience	311.50	266.00	577.50
	(C) Third year's adult experience and thereafter	339.10	266.00	605.10
2.	Senior Sales Assistant	357.80	266.00	623.80
3.	Sales Section Manager/ Manageress in charge of and responsible for the work of –			
	(A) 5 or more employees	400.50	266.00	666.50
	(B) 3 or 4 employees	384.50	266.00	650.50
	(C) 2 employees	376.50	266.00	642.50
4.	Gunsmith	306.30	266.00	572.30
5.	Cleaner	280.10	266.00	546.10
6.	Van Salesman	339.50	266.00	605.50
7	Storeman/Storewoman and Packers			
	Storeman/Storewoman Grade 1	299.90	266.00	565.90
	Storeman/Storewoman Grade 2	310.00	266.00	576.00

A Storeman/woman working singly and/or a storeman/woman 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 materials, notation and preparation of necessary documents.

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		Base Rate $	Safety Net Adjustment $	Weekly Wage Rate $
8.	Sales Representative			
	(A) Country Sales representative	341.50	266.00	607.50
	(B) Town or local sales representative	315.60	266.00	581.60

(iii) Juniors – Clerks

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

	Percentage of Second Year Adult Rate
	%
Under 16 years of age	40
16 to 17 years of age	45
17 to 18 years of age	55
18 to 19 years of age	70
19 to 20 years of age	80
20 to 21 years of age	90

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

(iv) Additional Payments

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

	Amount $
Under 16 years of age	1.50
16 to 17 years of age	2.00
17 to 18 years of age	2.10
18 to 19 years of age	3.50
19 to 20 years of age	4.40
20 to 21 years of age	4.50
21 years of age and over	5.60

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(v) Estimating Service

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

(vi) Junior Sales Assistants

The minimum weekly wage rate that shall be paid to junior sales assistants shall be the undermentioned percentages of the second year adult weekly wage rate adjusted to the nearest 10 cents.

	Percentage of Second Year Adult Rate
	%
Under 17 years of age	54
17 to 18 years of age	59
18 to 19 years of age	73
19 to 20 years of age	86
20 to 21 years of age	90

(w) Minimum Wage

(i) Minimum Wage

No employee shall be paid less than the minimum wage.

(ii) Amount of Adult Minimum Wage

(1) The minimum wage for full-time adult employees not covered by subclause (x) - Supported Wage System is $527.10 per week.

(2) Adults employed under a supported wage system clause shall continue to be entitled to receive the wage rate determined under that clause. Provided that such employees shall not be paid less than the amount determined by applying the percentage in the supported wage system clause applicable to the employee concerned to the amount of the minimum wage specified in subclause (ii)(1).

(3) Adults employed as part-time or casual employees shall continue to be entitled to receive the wage rate determined under the casual and part-time clauses of the award. Provided that such employees shall not be paid less than pro rata the minimum wage specified in subclause (ii)(1) according to the number of hours worked.

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(iii) How the Minimum Wage Applies to Juniors

(1) The wage rates provided for juniors by this award continue to apply unless the amount determined under subclause (iii)(2) is greater.

(2) The minimum wage for an employee to whom a junior rate of pay applies is determined by applying the percentage in the junior wage rates clause applicable to the employee concerned to the relevant amount in subclause (ii)(1).

(iv) Application of Minimum Wage to Certain Employees

Due to existing applicable award wage rates being greater than the relevant proportionate minimum wage, this clause will not apply to employees falling within the scope of the National Training Wage (Tasmanian Private Sector) Award and Trainees undertaking an apprenticeship.

(v) Application of Minimum Wage to Award Rates Calculation

The minimum wage:

(1) applies to all work in ordinary hours;

(2) applies to the calculation of overtime and all other penalty rates, superannuation, payments during personal leave, long service leave and annual leave, and for all other purposes of this award; and

(3) is inclusive of the arbitrated safety net adjustment provided by the July 2007 State Wage Case Decision (T.12940 of 2007) and all previous safety net and state wage case adjustments.

(x) Supported Wage System

(i) Eligibility criteria

Subject to this subclause an employer may engage employees at a supported wage rate (as set out in paragraph (iii) of this subclause) 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 subclause 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.

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PROVIDED ALWAYS that this subclause 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.

(ii) For the purposes of this subclause:

(1) **'Supported Wage System'** means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability.

(2) **'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.

(3) **'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.

(4) **'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.

(iii) Supported Wage Rates

Employees to whom this subclause 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 (paragraph (d))	% of prescribed award rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

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

(iv) 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:

(1) the employer and a union party to the award, in consultation with the employee or, if desired by any of these;

(2) the employer and an accredited Assessor from a panel agreed by the parties to the award and the employee.

(v) Lodgment of assessment instrument

(1) All assessment instruments under the conditions of this subclause, 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.

(2) 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.

(vi) 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.

(vii) 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 subclause 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.

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(viii) Workplace adjustment

An employer wishing to employ a person under the provisions of this subclause 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.

(ix) Trial Period

(1) 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 subclause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

(2) 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 (iv) and (v).

(3) 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.

(4) Work trials should include induction or training as appropriate to the job being trialed.

(5) 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 paragraph (iii) hereof.

9. ACCOMMODATION, ETC.

Rent of Houses and Huts

The employer may charge such rent for the use and occupation of huts or houses owned or controlled by him as may be agreed upon between the employer, the employee and the union, and in default of agreement such rent as the Tasmanian Industrial Commission may think reasonable and fair.

No employee shall be charged any rent by his employer for any hut or house occupied by him unless such house has been built by the employer or some previous employer at the employer's own expense or purchased by him from some prior owner.

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10. ANNUAL LEAVE

(a) Period of Leave

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

(b) Seven-Day Shift Workers

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

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

(c) Annual Leave Exclusive of Public Holidays

Subject to this subclause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by Clause 21 - Holidays hereof, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of his annual leave time equivalent to the ordinary time which the employee would have worked if such a day had not been a holiday.

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

(d) Broken Leave

The annual leave shall be given and taken in a continuous period, or in 2 separate periods of which the longer shall be at least one fortnight, or where the employer and employee concerned so agree in 3 separate periods, the longest of which shall be at least a fortnight.

PROVIDED that the Secretary of the State Branch of the union is notified of such agreement by registered letter at least 14 days prior to such third separate period of annual leave proposed to be taken by the employee.

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(e) Calculation of Continuous Service

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

(i) any interruption or determination of the employment by the employer if such interruption of determination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;

(ii) any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer; or

(iii) any absence with reasonable cause proof whereof shall be upon the employee.

In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this subclause shall inform the employer in writing, if practicable, within 48 hours of the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness, injury or cause, and the estimated duration of his absence. A notification given by an employee pursuant to Clause 30, Personal Leave, hereof shall be accepted as notification under this subclause.

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

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

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

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

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(f) Successor or Assignee

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

(g) Calculation of Month

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

(h) Leave to be Taken

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

(i) Time of Taking Leave

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

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

(j) Leave Allowed Before Due Date

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

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Where annual leave or part thereof 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 twelve months continuous service in respect of which the leave was granted; and the amount paid by the employer to the employee for the annual leave or part so taken in advance exceeds the amount which the employer is required to pay to the employee pursuant to subclause (l) of this clause the employer shall not be liable to make any payment to the employee under subclause (l) of this clause, and shall be entitled to deduct the amount of excess from any remuneration payable to the employee upon the termination of the employment.

(k) Payment for Period of Annual Leave

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

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

Subject to subclause (l) of this clause, for the purposes of this subclause and subclauses (m) and (n) of this clause, wages shall include shift premiums according to roster or projected roster including Saturday, Sunday or public holiday shifts, leading hand, tool and first-aid allowances. Payment in the case of employees employed under any system of payment by results in accordance with Clause 28 - Payment by Results - Incentive Workers hereof shall be at ordinary-time rates plus 12 and 1/2 per cent and in the case of a pieceworker employed by one employer only on a full time basis to whom the provisions of Clause 31 - Piecework hereof applies the rate of payment shall be the rate of wage then currently prescribed by such award for the standard weekly hours for the area in which he was employed and for the classification in which he was classified by the employer immediately prior to his commencing leave, plus 25 per cent.

(l) Loading on Annual Leave

(i) During a period of annual leave an employee shall receive a loading calculated on the rate of wage prescribed by Clause 8 - Wage Rates, as appropriate in the following manner:

(1) Day Workers - An employee who would have worked on day work only had he not been on leave shall receive a loading of 17 and 1/2 per cent.

(2) Shift Workers - An employee who would have worked on shift work had he not been on leave and who would not have been entitled to a shift premium or whose shift premium payable in accordance with subclause (k) would have been less than 17 and 1/2 per cent of the rate of wage specified in this subclause shall receive a loading of 17 and 1/2 per cent in lieu of the said shift premium.

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(ii) The loading prescribed by this subclause shall not apply to any public holiday occurring during a period of annual leave.

(iii) The loading prescribed by this subclause shall, upon termination of the employment for any reason, also apply in respect of leave not taken for a full 12 months qualifying period of service by the employee with his employer.

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

(m) Proportionate Payment on Termination

If after one month's continuous service an employee leaves his employment or his employment is terminated by the employer he shall be paid, subject to the provisions of subclause (c) of Clause 42 - Terms of Engagement:

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

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

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

(n) Close Down

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

(i) He may, by giving not less than 3 months notice (or a lesser period of notice agreed upon by the employer and the Secretary of the State Branch of the union or his accredited representative) of his intention to do so, either close down for one period or for 2 separate periods or where the employer and employee concerned so agree in 3 separate periods.

PROVIDED that the Secretary of the State Branch of the union is notified of such agreement by registered letter at least 14 days prior to such third separate period of annual leave proposed to be taken by the employee (hereinafter referred to as the first, second or third close down) in accordance with subclause (d) hereof.

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PROVIDED FURTHER that in lieu of a second or third close down he may grant any leave due and not taken at the first close down within a period not exceeding 9 months from the date the right to annual leave accrued in one or two separate further periods subject to agreement as aforesaid and notification to the State Branch of the union as aforesaid in the case of the leave being taken in 3 separate periods and after not less than one month's notice to the employee.

(ii) Each employee affected shall be credited for each completed month of continuous service prior to the beginning of the first full pay period on or after 30 May 1985, one third of the relevant weekly rate applicable to the employee concerned and for each completed week of continuous service worked from the end of the last completed month of service prior to the beginning of the first full pay period on or after 30 May 1985, 2.923 hours pay for which leave has not already been given during the twelve months ending on 31st December in each year.

(iii) Except to the extent that an employee has leave to his credit under the provisions of paragraph (ii) of this subclause at the date of the close down, he shall be stood off without pay during the period of any close down.

(iv) Except where annual leave is allowed before the due date in accordance with subclause (j) the next 12 monthly period for each employee affected by such close down shall commence on 1 January.

(v) All time during which an employee is stood off without pay in a close down period shall, for the purpose of annual leave credits, be deemed to be time worked.

(vi) If in the first year of his service with an employer an employee is allowed proportionate annual leave under this subclause and subsequently within such year lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, he shall be entitled to the benefit of subclause (m) hereof subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.

(vii) Where a close down is observed during the Christmas New Year period the leave granted shall not be less than 14 consecutive days, exclusive of public holidays except that where an employee is not entitled to 14 consecutive days leave at such close down, he may be granted leave then accrued in accordance with paragraph (ii) of this subclause.

(viii) The minimum period of a close down provided in paragraph (vii) of this subclause may be reduced to not less than 7 consecutive days, exclusive of public holidays, upon the request of the majority of employees concerned and approved by the State Branch of the union.

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11. APPLICATION OF OTHER AWARDS

(a) General

Where an employee employed under this award is employed in another industry and that industry has its majority of employees covered under another award then the conditions and allowances of that award shall apply. A person covered by the Silviculture and Aforestation Award will continue to be covered by that award.

(b) Clerks

Clerks employed in businesses within the scope at Clause 2 will be employed under this award.

12. APPRENTICESHIP CONDITIONS

(a) Proportion

(i) Machinists - except as hereinafter provided, the employer shall employ one (but not more than one) apprentice to each three journeymen wood machinists employed by him at full rates under this award in any one timber yard, sawmill, shop or factory.

PROVIDED that the apprentice is able to be instructed in and properly taught and practised in the work of at least three woodworking machines. For the purpose of calculating the number and proportion of apprentices under this subclause the following shall be journeyman wood machinists:

Machinists on shaper, routing machine, general joiner, Boult's carver, buzzer, moulding machine, planing machine, Lindemann gluer and jointer, tenoning machine, jointer, woodturners and grinders of knives and cutters and any working proprietor working on any of such machines.

PROVIDED FURTHER that an employer who has more than one place of business, whether timber yard, sawmill, shop or factory, within a radius of 32 kilometres of the General Post Office, Hobart or within a radius of 16 kilometres of the Post Offices of other towns or cities shall be entitled to treat all such places of business as one for the purpose of this clause.

An employer shall not be obliged to employ the proportion of wood machinist apprentices as prescribed herein if he has made reasonable and genuine efforts to obtain the services of suitable apprentices. In the event of any dispute arising as to difficulties in securing a suitable apprentices or apprentices, the matter shall be referred to the Tasmanian Industrial Commission. The onus of proof shall be on the employer to establish that such reasonable and genuine efforts have been made.

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(ii) Wood turners - the employer shall employ at least one apprentice to every two journeymen wood turners employed by him in any one mill at full rates under this award.

An employer shall not be obliged to employ the proportion of wood turning apprentices as prescribed herein if he has made reasonable and genuine efforts to obtain the services of suitable apprentices. In the event of any dispute arising as to the difficulties in securing a suitable apprentice or apprentices the matter shall be referred to the Tasmanian Industrial Commission. The onus of proof shall be on the employer to establish that such reasonable and genuine efforts have been made provided that this subclause shall not prevent an employer from taking an apprentice in accordance with subclause (a)(i) of this clause.

(iii) Sawyers - The employer may employ one apprentice when there are one or more journeymen employed by him at full rates under this award but he shall not employ more than two apprentices to each six journeymen so employed. For the purpose of calculating the number and proportion of apprentices under this subclause, the following shall be journeymen: Sawyers of any sort and saw sharpeners.

(iv) Saw doctors - The employer may employ one apprentice to each saw doctor.

(b) Overtime and Holiday Rates

An employer requiring an apprentice to work overtime shall pay to such apprentices double rates for such overtime.

PROVIDED that no apprentice shall be required to work overtime for more than 8 hours in any one week, or more than 16 hours in any four weeks, and provided that such overtime shall not prevent the apprentice attending any technical school.

If the apprentice is willing to work and the employer desires to employ him on a holiday, then the employer may do so, but shall pay the apprentice double time and a half for such work. The work on such holidays shall not exceed the ordinary hours of work and shall not be included in the calculation of 8 and 16 hours in the preceding paragraph.

13. BEREAVEMENT LEAVE

(a) 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.

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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 FURTHER 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.

(b) Unpaid Bereavement Leave

An employee may take unpaid bereavement leave by agreement with the employer.

(c) Casual Employees

(i) Subject to the evidentiary requirements in subclause (a), casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of an immediate family or household member.

(ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Casual Employees are not entitled to any payment for the period of non-attendance.

(iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

14. BLOOD DONORS

A weekly employee who with the consent of his employer is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay, up to a maximum of 2 hours on each occasion and subject to a maximum of 4 separate absences for the purpose of donating blood each calendar year.

PROVIDED that such employee shall arrange as far as practicable for his absence to be as close as possible to the beginning or the ending of his ordinary working hours.

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PROVIDED FURTHER the employee shall notify his employer as soon as possible of the time and date upon which he is requesting to be absent for the purpose of donating blood.

Proof of the attendance of the employee at a recognised place for the purpose of donating blood, and the duration of such attendance, shall be furnished to the satisfaction of the employer.

15. CAMPING ALLOWANCE

(a) Where an employer provides suitable camping facilities all employees who are required to camp by direction of the employer shall be paid camping allowance of $4.95 for each working day they are so required to remain in camp, Monday to Thursday inclusive.

(b) Where suitable camping facilities are not provided by the employer and an employee is required by the employer to camp and in addition provide personal camping equipment and gear, the employee shall be paid an allowance of $17.30 per working day Monday to Thursday inclusive; such amount shall be in lieu of, and not cumulative upon, the amount prescribed in subclause (a) hereof.

(c) Where an employee is requested by the employer to remain encamped for a day or days in excess of those set out above, the allowance of $4.95 or $17.30 per day, as the case may be, shall be payable for all such days that the employee complies with the request of the employer.

(d) The allowance in this clause shall not be wages.

(e) Where employees are camped under the provision of this clause, the employer shall transport fresh water and employees' provisions free of charge.

16. CLASSIFICATION OF SAW BENCHES

The following provisions shall apply to log sawmills:

(a) A breaking down bench shall include a circular saw, a band saw, twin saws, horizontal saw or vertical frame saw when any of such saws is used for the purposes of reducing a log to flitches.

(b) A No. 1 bench shall mean any bench which takes flitches from the breaking down bench.

(c) A No. 2 bench shall mean any bench which is fed directly from a No. 1 Bench or an edger saw bench, and which is not being used as a picket bench within subclause (e) hereof.

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(d) A No. 3 bench shall mean any bench which is fed directly from a No. 2 Bench and which is not being used as a picket bench within subclause (e) of this clause.

(e) A No. 4 bench shall mean a bench on which timber is cut into pickets, lathes, droppers, palings, staves or other small sizes which small sizes do not exceed 3 inches by 1 1/2 inches by 9 feet or the equivalent in section by 9 feet.

17. CONDITIONS FOR JUNIORS (OTHER THAN APPRENTICES)

(a) (i) The employer may employ unapprenticed juniors in any position which they are capable of filling, including the position of machinist on any box-making machine (other than a dovetailing machine), dowel machine, embossing machine, rumbler, washing machine and on any other machine for which a special order is obtained but excluding the position of sawyer, dovetailing machinist in box-making and machinist to any machines other than those hereinbefore allowed or those to be allowed;

PROVIDED that:

(1) In the making of plywood or veneer such juniors may be employed upon the following work:

Handling and cutting veneer or plywood, sorting, matching and taping veneers and plywood and operating taping machines in connection therewith, or as tailer out of plywood or veneer, or feeders or tailers out on the glue rolls or sandpapering machine; they may also assist at any of the other machines in the mill, run errands, sweep floors, heat water, clean up and burn shavings, saw-dust or other refuse; may also push trolleys to and from machines and other parts of the factory, and may feed to or take from machines and other places material and timber butts, and may cleanse the same with handbrush; may handle, bore, sort and varnish plywood chairseats and set out same to dry and may count mark, bundle or tie up and assort for delivery such chair-seats, or plywood or veneer in sheets or any light articles manufactured therefrom.

(2) **PROVIDED FURTHER** that notwithstanding the rate of wages, males under 18 years of age shall not be employed as levermen or pulling out on saw benches.

(ii) Proportion

The number of male and female juniors employed shall not exceed the proportion of one in four of the total number of employees employed in any one timber-yard, sawmill or factory under this award receiving the adult rates prescribed herein; and

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(iii) Box and Case Making

In the making of boxes and cases and the preparation and machining of timber for such making the number of such juniors employed in any one timber yard, sawmill or factory may equal but shall not exceed one-half the number of employees engaged therein who receive the rates for adults prescribed by this award.

(b) Notification to Union

After a junior to whom this clause refers has been employed for 14 days the employer shall, within 7 days, inform the union by registered letter of such employment and the name and age of such junior and of the total number of employees receiving rates for adults. In any case in which the Union shall make a demand by registered letter an employer shall within one month of the demand, forward to the union a list of his unapprenticed boys and of such female juniors.

(c) Alteration of Proportion

In any case in which it is claimed that by reason of any special circumstances it is desirable that a greater or lesser number of unapprenticed juniors should be employed, an application setting out such special circumstances may be made to the Tasmanian Industrial Commission for a special order thereon and the Commission may thereupon make such order as it thinks proper under such circumstances.

(d) Tuition in Sawing or Machining

Except as provided hereunder nothing in this clause shall prevent a youth 18 years of age or over from being instructed in or taught sawing or machining. Prior to the commencement of any such instruction or tuition the employer concerned shall notify the State Branch of the union by registered letter of the proposed employment, together with the written consent of the youth involved.

Such instruction and tuition shall be given by a person qualified as a sawyer or machinist and who is in a position directly to supervise the work and afford the requisite instruction and tuition. No employer shall have under instruction and tuition in the relevant calling at one time a proportion greater than one to three, or fraction of three, fully paid adult employees of that calling in his employment. If after a junior employee has had not less than 12 months instruction and tuition a certificate of his competence is sent by registered letter to the State Secretary of the union and no objection thereto is raised within 2 days the employer may employ the junior upon the work of the type on which the 12 months instruction and tuition was given and is to be paid not less than would be payable under the award to an adult similarly employed. Where a junior employee has had 12 months experience and is deemed to be not competent upon the work of the type above referred to the employer shall notify the State Secretary of the union of such position within 14 days of the expiration of such 12 months.

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(e) Proof of Age

When any junior is engaged he or she shall, if the employer requires it, furnish a certificate or statutory declaration as to his or her age, and the employer may rely on such certificate or declaration until or unless he has notice of its inaccuracy.

18. CONTRACTORS

(a) Where a person bound by this award (hereinafter referred to as the 'principal') enters into a contract with any person (hereinafter referred to as the 'contractor') not a party to this award for the supply to the principal of logs, sleepers or timber and where such contractor is by the terms of the contract to supply such logs, sleepers or timber from the property of the principal or from property in the possession of or under his control or from property in which the principal has or controls the timber rights; or

(b) Where the principal enters into a contract with any contractor not a party to this award for the manufacture and supply to him or on his behalf of boxes, cases or crates or any part thereof; and

(c) Where the contract in either case involves the payment of wages by the contractor the principal shall make it a term of the contract that the provisions of this award shall be observed by the contractor in regard to his employees and the principal shall, subject to the conditions hereinafter prescribed, be liable from time to time for the payment of such amount of wages not exceeding 4 weeks which, at the time any claim is made, are in arrears.

PROVIDED that:

(i) He shall not be liable for the payment of any wages to any employee in respect of whom he receives a statement in writing signed by the employee concerned acknowledging that he has been paid all wages in full.

(ii) He shall not be liable for any such wages unless within 6 weeks after the contractor's liability arises the employee or someone on his behalf shall give to the principal notice in writing of the non-payment thereof.

(iii) Where notice has been given to the principal by or on behalf of any employee pursuant to paragraph (ii) of this subclause the principal's further liability to such employee shall be suspended and shall not operate unless and until the contractor has reimbursed the principal or the principal has had an opportunity to reimburse himself from moneys due by him to the contractor whereupon the provisions of this clause shall again operate in respect of any wages earned by such employee after the contractor has reimbursed the principal or the principal has had an opportunity to reimburse himself as aforesaid.

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(iv) He shall make it a term of the contract that he shall retain so much of the moneys as otherwise would be payable to the contractor thereunder to enable him to discharge his liability under this clause.

(d) For the purpose of this clause 'wages' includes any rate of remuneration prescribed by this award.

(e) The principal, upon request, shall supply to the contractor a copy of the award and all variations thereto.

19. DAMAGE TO CLOTHING OR TOOLS

Compensation to the extent of the damage sustained shall be made where in the course of the work clothing or tools are damaged or destroyed by fire or by corrosive substance.

PROVIDED that the employer's liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performance of the employees' duties.

PROVIDED FURTHER that this subclause shall not apply to an employee who is entitled to compensation under any workers' compensation or any other Act in respect of damage to his clothing or tools.

20. FIRST AID ALLOWANCE

In factories, shops, workshops or places where an employer has appointed an employee who holds a certificate issued by St. John Ambulance or some other similar body as a first aid attendant an addition $11.90 per week for each week in which 3 days or more have been worked shall be paid to such employee and such amount shall be payable in addition to any amounts paid for annual leave, sick leave and public holidays.

PROVIDED that this allowance shall not be subject to any premium or penalty additions.

PROVIDED FURTHER that nothing in this subclause shall be taken as meaning that an employer shall be required to make such an appointment.

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21. HOLIDAYS

(a) (i) All weekly employees (except piece-workers, grooms, feeders and watchmen) shall be entitled to holidays without deduction of pay on the following days:

PROVIDED that if any other day be by a State Act of Parliament or State Proclamation, substituted for any of the said holidays the day so substituted shall be observed in lieu thereof: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, Regatta Day. (Provided that for employees employed beyond a radius of 40 kilometres of the GPO, Hobart, another day may, by agreement between the employer and the union, be substituted for Regatta Day), Show Day (by agreement between the employer and the majority of employees another day may be substituted for Show Day).

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

(ii) Day off Falling on a Holiday

In the case of an employee whose ordinary hours of work are arranged in accordance with subclause (a) (iv) or (v) of Clause 23 - Implementation of 38-Hour Week, the weekday to be taken off shall not coincide with a holiday fixed in accordance with this clause.

PROVIDED that, in the event that a holiday is prescribed after an employee has been given notice of a weekday off in accordance with subclause (d) of Clause 23 - Implementation of 38-Hour Week, and the holiday falls on such weekday the employer shall allow the employee to take a day off in lieu on an alternative weekday.

(b) Each groom or feeder and each watchman, shall be entitled to a day in lieu of each public holiday worked.

PROVIDED that such day shall be taken at such time as may be mutually agreed upon between the employer and the employee concerned.

(c) Employees employed in the bush or at sawmills in the bush (other than piece-workers, grooms, feeders and watchmen) in lieu of being granted the foregoing holidays as they occur may, by agreement between the employer and the majority of employees concerned, take a day or days in lieu at a time mutually agreed upon between such employer and employees.

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(d) Where an employee is absent from his employment on the working day before or the working day after a public holiday or group of public holidays to which he is entitled, and such absence is without reasonable cause, proof whereof shall be upon the employee, he shall not be entitled to payment for the holiday immediately succeeding or immediately preceding his absence, as the case may be.

PROVIDED that for any work performed by such employee during ordinary working hours on such public holiday or holidays he shall be paid at ordinary rates.

(e) Where consequent upon any visit to Australia of Her Majesty the Queen or any other member of the Royal Family a public holiday is proclaimed by Order in Council or otherwise gazetted by the Authority of the Commonwealth or of the State Government such day shall within the defined locality be deemed to be a holiday for the purposes of this award.

PROVIDED that an employee shall not be entitled to the benefit of more than one holiday consequent upon such visit.

22. HOURS

(a) (i) Having regard to Clause 23 - Implementation of 38-Hour Week, and subject to the exceptions hereinafter provided, the ordinary working hours shall not exceed an average of 38 per week throughout the industry.

(ii) **PROVIDED** that where employees are employed in a mixed industry (as defined) their hours of work shall be uniform with those prevailing in such industry.

(b) Fixing the Ordinary Hours of Work

(i) The ordinary hours of work shall be worked on one of the following bases:

(1) 38 hours within a work cycle of one week;

(2) 76 hours within a work cycle of two weeks;

(3) 114 hours within a work cycle of three weeks;

(4) 152 hours within a work cycle of four weeks.

(ii) The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week, Monday to Friday inclusive.

(iii) The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks, between 6.30am and 6.00pm.

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PROVIDED that the usual starting and finishing times once fixed may be altered by mutual agreement between the employer and the employees in the establishment or section or sections concerned.

PROVIDED FURTHER that work done by agreement between the employer and the employee concerned prior to the spread of hours fixed in accordance with this 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.

(iv) Except by agreement between the employer, the majority of employees concerned and the State Branch of the union the ordinary hours of work shall not exceed 8 hours per day.

(c) Work Outside Ordinary Hours of Work

All time worked before or after the usual ordinary hours of work, fixed by agreement or otherwise, shall be paid for in accordance with subclause (a) of Clause 26 - Overtime, Saturday, Sunday and Holiday Payments, of this award.

(d) Lunch Break

(i) One hour or such other time as may be agreed upon shall be allowed for a lunch break.

PROVIDED that an employee shall not be required to work more than five ordinary hours without a break for a meal.

(ii) In any establishment where the ordinary hours of work are worked on the basis of 4 days of 8 ordinary hours each one day of 6 ordinary hours in a weekly work cycle, by agreement between the employer and the majority of employees concerned the 6 ordinary hour day may be worked without a lunch break.

(iii) All work done during an employees' lunch break shall be paid for at double time rates of pay. For work performed thereafter until a lunch break is allowed time and one half rates shall be paid.

(iv) An employer may fix more than one time at which his employees may commence their lunch break. However, an employee's lunch break once fixed, shall only be altered (except in the case of an emergency) by mutual agreement or by at least 7 days notice of the intended change given to employees and the State Branch of the union.

(e) Shiftworkers

The hours for shiftworkers shall be as prescribed by Clause 38 - Shift Work, of this award.

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(f) Exceptions

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

(g) Watchmen may be employed on the basis of a 152 hour month.

PROVIDED that not more than 48 hours may be worked in any one week or 80 hours in a fortnight without payment for overtime.

23. IMPLEMENTATION OF 38-HOUR WEEK

(a) Methods of Working 38-Hour Week

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

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

(ii) By employees working less than 8 ordinary hours on one day each week; or

(iii) By fixing one week day on which all employees in a section will be off during a particular 4 week work cycle; or

(iv) By rostering employees off on various days of the week during a particular 4 week work cycle so that each employee in the section has one day off during that cycle.

(b) Method to be Determined by Agreement

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

(c) Procedure Where Agreement Not Reached

Should agreement not be reached then:

(i) the matter shall be referred to the State Branch of the union and the relevant employer organisation respectively;

(ii) where the matter is not resolved at that level the matter be referred to the Tasmanian Industrial Commission for determination.

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(d) Notice of Days Off

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

(e) Substitute Days

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

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

(f) Work on Rostered Day Off

Unless a rostered day off is substituted for another day off in accordance with subclause (e) work performed on the rostered day off will be paid for in accordance with Clause 26 - Overtime, Saturday, Sunday and Holiday Payments.

(g) Different Methods in One Establishment

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

24. JURY SERVICE LEAVE

A weekly employee required to attend for jury service during his ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his attendance for such jury service and the amount of wage he would have received in respect of the ordinary time he would have worked had he not been on jury service.

An employee shall notify his employer as soon as possible of the date upon which he is required to attend for jury service. Further, the employee shall given his employer proof of such attendance, the duration of such attendance and the amount received in respect of such jury service.

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25. MIXED FUNCTIONS

(a) An employee engaged for more than two hours during 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 engaged for two hours or less during one day or shift he shall be paid the higher rate for the time so worked.

(b) Where an employee is transferred, without having received at least 7 days written notice, to a grade of work carrying a lower minimum rate of wage than that at which he is usually employed, he shall be paid during such seven days or any less time so employed, the rate of wage he was receiving for the work usually performed by him.

(c) Where an employee is engaged on higher grade work at his own request for the purpose of learning such work, he shall be paid for the time he is so engaged for a period or periods not exceeding 28 days in all at his usual rate of pay prior to his being so engaged, and thereafter at the rate prescribed for the higher grade work. The employer shall, within one week of the engagement of an employee under this subclause, inform the union by registered letter of such employment and duration of such employment.

26. OVERTIME, SATURDAY, SUNDAY AND HOLIDAY PAYMENTS

(a) Payment for Working Overtime

(i) Except as otherwise provided in this award, all time worked outside the spread of hours prescribed in Clause 22 - Hours, and Clause 38 - Shift Work of this award or in excess of the ordinary daily or shift number of hours prescribed therein or elsewhere, shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

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

(iii) For the purpose of this clause ordinary hours shall mean the hours fixed in an establishment in accordance with Clause 22 - Hours, Clause 23 - Implementation of 38-Hour Week, Clause 33 - Procedures for In-Plant Discussions in Relation to 38-Hour Week, and Clause 38 - Shift Work, of this award.

(iv) When computing overtime the hourly rate shall be determined by dividing the appropriate weekly rate by 38, even in cases when an employee works more than 38 hours per week.

(b) Rest Period After Overtime

(i) When overtime work is necessary, it shall, whenever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

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(ii) An employee (other than a casual employee) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(iii) If on the instructions of his employer such an employee resumes or continues work without having had such ten consecutive hours off duty, he shall be paid at double rates for such period until he is released from duty and he shall then be entitled to be absent until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(iv) The provisions of this subclause shall apply in the case of shiftworkers as if eight hours were substituted for ten hours when overtime is worked:

(1) for the purpose of changed shift rosters; or

(2) where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or

(3) where a shift is worked by arrangement between the employees themselves.

(c) Meals and Meal Allowances

(i) An employee required to work overtime for two hours or more without being notified the day before that he will be so required to work shall either be supplied with a meal by his employer or paid $10.58 for the first meal and for each subsequent meal after each further four hours overtime where the employee is required to continue working after each four hours but such payment need not be made to employees living in the same locality as their place of employment who can reasonably return home for meals.

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

(iii) If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised he shall be paid as above prescribed for the meal or meals provided.

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(d) Crib Breaks

(i) Outside Ordinary Hours:

(1) An employee working overtime on the instructions of his employer, shall be allowed crib time of twenty minutes without deduction of pay after each four and a half consecutive hours of overtime worked if the employee continues to work after such crib time.

(2) Unless the period of overtime is two hours or less, an employee shall be allowed a meal break of twenty minutes before starting overtime after working ordinary hours, which shall be paid for at ordinary rates.

An employer and an employee may agree to any variation of this provision to meet the circumstances of the work in hand.

PROVIDED that the employer shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

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

PROVIDED that where a day worker on a five day week is required to work overtime on a Saturday the first prescribed crib time shall if occurring between 10.00am and 1.00pm be paid at ordinary rates.

(iii) Sundays and Public Holidays: An employee, not engaged on continuous shift work, working on a Sunday or public holiday shall be allowed a crib time of twenty minutes without deduction of pay after each four and a half hours of work, if the employee continues work after such crib time.

PROVIDED that where a day worker is required to work on a Sunday or public holiday he first prescribed crib time shall, if occurring between 10.00am and 1.00pm, be paid at ordinary rates.

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

(i) Time occupied in raising steam or in starting up, closing down engines or banking fires shall be regarded as time worked, but where the number of ordinary working hours as provided in subclause (a) of this clause is less than 44 per week, and the time so occupied causes the employee to work in excess over such number of working hours, he shall to the extent of the difference between such number and forty four hours per week receive additional payment at the rate of time and a half for working such excess.

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(ii) In the bush or in bush sawmills or in log sawmills outside cities and towns each engine driver or fireman when so engaged shall be allowed 1 1/2 hours per day at ordinary rates for preparing and/or closing down engines and/or for raising steam and/or banking fires on boilers.

(f) Payment for Work on Saturdays

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

(g) Payment for Work on Sundays

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

(h) Payment for Work on Holidays

Except as prescribed by subclause (d) of Clause 21 - Holidays, all work performed by weekly employees (other than watchmen) on holidays, on the instructions of the employer, shall be paid for at the rate of double time and a half with a minimum payment as for three hours at such rate. Such double time and a half shall include the ordinary rate of pay where due under Clause 21 - Holidays, for ordinary hours of work.

(i) Call Back

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

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

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

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

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

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27. 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.

(a) Definitions

For the purposes of this clause:

(i) **'Child'** means a child of the employee under the age of one year except for adoption of a child where '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 parent of the employee or a child who has previously lived continuously with the employee for a period of six month or more.

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

(1) any period of leave taken in accordance with this clause;

(2) any period of part-time employment worked in accordance with this clause; or

(3) any period of leave or absence authorised by the employer or by the award.

(iii) **'Employee'** includes a part-time employee but does not include an employee engaged upon casual work, unless that work has been under a continuous contract of employment of at least 12 months.

(iv) **'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.

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

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

(vii) **'Spouse'** includes a de facto or a former spouse.

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(b) Entitlement

(i) After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For mothers, maternity leave provisions apply and for male employees, paternity leave provisions apply. Adoption leave provisions apply in the case of adoption.

(ii) Subject to subclause (c)(vi), parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

(1) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

(2) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

(iii) Unless otherwise agreed between the employee and the employer, parental leave shall be granted and taken in accordance with the notice given by the employee as specified below.

(c) Maternity Leave

(i) An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

(1) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least 10 weeks;

(2) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least 4 weeks.

(ii) Where the employee gives notice under (d) (i) the employee must also provide 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.

(iii) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or other compelling circumstances.

(iv) An employee may commence maternity leave at any time within six weeks immediately prior to the expected date of birth.

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(v) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

(vi) Special Maternity Leave

(1) 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 the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

(2) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, special maternity leave.

(3) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid personal leave to which she is then entitled and such further unpaid special maternity leave as a registered medical, practitioner certifies as necessary before her return to work. The aggregate of paid personal leave, special maternity leave and parental leave, including paternity leave taken by her spouse, may not exceed 52 weeks.

(vii) Transfer to a safe job

(1) Where an employee is pregnant and, 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 will, 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.

(2) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

(d) Paternity Leave

(i) A male employee will provide to the employer at least 10 weeks prior to each proposed period of paternity leave:

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(1) that 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 on which the birth took place, and

(2) written notification of the proposed dates on which the period of paternity leave will start and finish and

(3) a statutory declaration stating:

(A) that period of paternity leave will be taken to become the primary care-giver of a child;

(B) particulars of any period of maternity leave sought or taken by the mother, and

(C) that for the period of paternity leave, the employee will not engage in any conduct inconsistent with their contract of employment.

(4) The employee will not be in breach of this subclause if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

(e) Adoption leave

(i) The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

(ii) Before commencing adoption leave, an employee will provide the employer with 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 any other person in respect of that child, and

(3) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

(iii) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

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(iv) Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

(v) An employee will not be in breach of this subclause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of an adoptive parent or other compelling circumstances.

(vi) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

(f) Parental Leave and Other Entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

(g) Part time work

(i) Entitlement

With the agreement of the employer:

(1) An 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.

(2) 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.

(ii) 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.

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(iii) Pro Rata Entitlements

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

(iv) Transitional Arrangements - Annual Leave

(1) An employee working part-time under this subclause shall be entitled to any leave accrued in respect of a period of full-time employment, as if the employee was still working full-time, in the position held prior to taking leave.

(2) (A) A full-time employee shall be entitled to annual leave accrued in respect of a period of part-time employment under this subclause, as if the employee was working part-time in the position held, immediately before resuming full-time work.

(B) **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.

(v) Transitional Arrangements - Personal Leave

An employee working part-time under this subclause shall have personal 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.

(vi) Part-time Work Agreement

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

(A) that the employee may work part-time;

(B) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;

(C) upon the classification applying to the work to be performed; and

(D) upon the period of part-time employment.

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(2) The terms of this agreement may be varied by consent.

(3) 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.

(4) The terms of this agreement shall apply to the part-time employment.

(vii) Termination of Employment

(1) 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.

(2) 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.

(viii) 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 paragraph (vi).

(ix) 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.

(x) 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:

(1) limiting the number of employees who may work part-time;

(2) establishing quotas as to the ratio of part-time to full-time employees;

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(3) prescribing a minimum or maximum number of hours a part-time employee may work; or

(4) requiring consultation with, consent of or monitoring by a union;

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

(h) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on parental leave or working part time in accordance with this clause.

(ii) A replacement employee may be employed part-time. The provisions of this subclause in relation to annual leave and personal leave apply to the part-time employment of replacement employees.

(iii) Before an employer engages a replacement employee under this paragraph, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced. Specifically, the employer must advise that the period of engagement is subject to variation or change in the event that the employee on leave exercises the right to vary the period of leave.

(iv) Unbroken service as a replacement employee shall be treated as continuous service.

(v) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(i) Return to Former Position after a Period of Parental Leave or Part Time Work

Unless other wise agreed between employee and employer, and consistent with the provisions of this clause

(i) An employee will give at least four weeks' notice prior of their intention to return to work after a period of parental leave or part time work in accordance with this clause.

(ii) An employee will be entitled to the position which they held immediately before proceeding on parental leave or part time work. In the case of an employee transferred to a safe job pursuant to subclause (c)(vii) clause, the employee will be entitled to return to the position they held immediately before such transfer.

(iii) During the period of parental leave an employee shall be entitled to return to work at any time, as agreed between the employer and the employee.

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PROVIDED that the employer may require notice of not more than four weeks.

(iv) An employee shall be entitled to extend the period of parental leave on one occasion.

PROVIDED that the employer may require notice of not more than four weeks.

By mutual agreement between the employee and the employer, the period of leave may be further extended.

(j) Redundancy

(i) If a position held by an employee prior to taking parental leave is likely to be made redundant before the employee returns to work, the employer must advise the employee of the impending redundancy, provide an opportunity for consultation and shall not disadvantage the employee by virtue of the taking of parental leave.

(ii) 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 will be entitled to a position as nearly comparable in status and pay to that of their former position.

(k) Right to Request Variation to Parental Leave Provision

(i) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:

(1) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;

(2) to extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months;

(3) to return from a period of parental leave on a part-time basis until the child reaches school age,

to assist the employee in reconciling work and parental responsibilities.

(ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

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(l) Communication During Parental Leave

(i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

(1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

(2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

(ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

(iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with (l)(i)(1).

28. PAYMENT BY RESULTS - INCENTIVE WORKERS

(a) This clause shall not apply in respect of piece-workers employed in accordance with Clause 31 - Piecework.

(b) Subject to the employee receiving at least the appropriate award time rate for work performed, an employer may remunerate any weekly employee under any system of payment by results based on rates which will enable employees of average capacity to earn at least 12 1/2 per cent in excess of their weekly award time rates. Such employees shall be termed incentive workers for the purposes of this award.

(c) Where an employee works part of a full week at incentive work rates and part at time rates, he shall be paid so much as he is entitled to receive for his work as an incentive worker and the proportionate amount to which he is entitled under this award for work at the appropriate award time rates of pay.

(d) An employee who works as an incentive worker shall be paid as follows for such work outside the ordinary hours fixed in accordance with Clause 22 - Hours, hereof.

(i) Where time and a half is payable to time workers, half the appropriate award time rate in addition to incentive rates for work performed.

(ii) Where double time is payable to time workers, appropriate award rate in addition to incentive rates for work performed.

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(iii) Where double time and a half is payable to time workers, time and a half appropriate award time rate in addition to incentive rates for work performed.

(e) An incentive worker shall be paid at appropriate award time rate where he is entitled to payment for a public holiday on which he is not required to work and at the same rate where he is entitled to payment for sick leave or bereavement leave.

29. PAYMENT OF WAGES

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

In the case of an employee whose ordinary hours of work are arranged in accordance with Clause 23 - Implementation of 38-Hour Week, paragraph (a)(i) or (ii) of this award so that he works 38 ordinary hours each week, wages shall be paid weekly according to the actual ordinary hours worked each week.

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

Subject to subclause (b) hereof, in the case of an employee whose ordinary hours of work are arranged in accordance with Clause 23 - Implementation of 38-Hour Week, paragraph (a)(iii) or (iv) of this award so that he works an average of 38 ordinary hours each week during a particular work cycle, wages shall be paid weekly according to a weekly average of 38 ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.

SPECIAL NOTE - EXPLANATION OF AVERAGING SYSTEM

As provided in this subclause an employee whose ordinary hours may be more or less than 38 in any particular week of a work cycle, is to be paid his wages on the basis of an average 38 ordinary hours so as to avoid fluctuating wage payments each week. An explanation of the averaging system of paying wages is set out below:

(1) Clause 23 - Implementation of 38-Hour Week provided, in paragraphs (a)(iii) and (iv) that in implementing a 38-hour week the ordinary hours of an employee may be arranged so that he is entitled to a day off, on a fixed day or rostered day basis, during each work cycle. It is in these circumstances that the averaging system would apply.

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(2) If the 38-hour week is to be implemented so as to give an employee a day off in each work cycle this would be achieved if, during a work cycle of 28 consecutive days (that is, over four consecutive weeks) the employee's ordinary hours were arranged on the basis that for three of the four weeks he worked 40 ordinary hours each week and in the fourth week he worked 32 ordinary hours. That is, he would work for 8 ordinary hours each day, Monday to Friday inclusive for 3 weeks and 8 ordinary hours on four week days only in the fourth week - a total of 19 days during the work cycle.

(3) In such a case the averaging system applies. The weekly wage rate for ordinary hours of work applicable to the employee shall be the average weekly wage rates set out for the employee classification in Clause 8 - Wage Rates of this award. This wage shall be paid each week even though more or less than 38 ordinary hours are worked that week.

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

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

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

(b) Absences from Duty

(i) An employee whose ordinary hours are arranged in accordance with Clause 23 - Implementation of 38-Hour Week, paragraphs (a)(iii) or (iv) of this award and who is paid wages in accordance with subclause (a) hereof and is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave, jury service or any paid absence authorised by the employer) shall, for each day he is so absent, lose average pay for that day calculated by dividing his average weekly rate by 5.

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(ii) An employee who is so absent from duty for part of a day shall lose average pay for each hour or part thereof he is absent at an hourly rate calculated by dividing his average daily pay by 8.

(iii) **PROVIDED** that when such an employee is absent from duty for a whole day he will not accrue a 'credit' because he would not have worked ordinary hours that day in excess of 7 hours 36 minutes for which he would otherwise have been paid. Consequently, during the week of the work cycle he is to work less than 38 ordinary hours he will not be entitled to average pay for that week. In that week, the average pay will be reduced by the amount of the 'credit' he does not accrue for each whole day during the work cycle 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, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave, jury service or any paid absence authorised by the employer) is to be calculated as follows:

$$\text{Total of 'credits' not accrued during cycle} \times \frac{\text{Average Weekly Pay}}{38}$$

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 without authorisation for which no credit is due in the first week of cycle.

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

$$= \text{average pay} \ \underline{\text{less}}\ 0.4 \text{ hours} \times \frac{\text{average weekly pay}}{38}$$

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

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

$$= 1/5 \text{ average pay } \underline{\text{less}}\ 4 \times 0.4 \text{ hours} \times \frac{\text{average weekly pay}}{38}$$

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

(c) Alternative Methods of Payment

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

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

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

PROVIDED that where the employer is able to make suitable arrangements wages shall be paid on the working day preceding pay day.

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(ii) Payment of Average Pay on Termination of Employment

In the case of an employee whose ordinary hours are arranged in accordance with Clause 23 - Implementation of 38-Hour Week, paragraphs (a) (iii) or (iv) of this award and who is paid average pay and who has not taken the day off due to him during the work cycle in which his employment is terminated, the wages due to that employee shall include the total of credits accrued during the work cycle. Where the employee has taken a day off during the work cycle in which his employment is terminated, the wages due to that employee shall be reduced by the total of credits which have not accrued during the work cycle.

(e) Bush and Bush Sawmills

All wages due and payable to employees in the bush and at bush sawmills shall be paid in such manner as may be agreed upon between the employer, the employee and the union; or in default of such agreement:

(i) Where a bank exists within 5 miles of the mill or place where the work is performed, weekly in cash at the mill or such place; or

(ii) Where no bank exists within five miles of such mill or place, fortnightly in cash at such mill or place. Such payment shall not be delayed for more than four working days after the expiration of the period in respect of which the wages are due and payable.

(f) Cities and Towns

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

(g) Payment of Wages Upon Termination

Upon termination of the employment after the prescribed period of one week's notice of termination has been given by either the employer or the employee or where the period of notice is dispensed with in accordance with the provisions of subclause (c) of Clause 42 - Terms of Engagement, of this award, all monies which are legally due shall be paid to the employee at the usual place of payment within 15 minutes of the ceasing time on the day of the termination of the employment.

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PROVIDED that if the usual place of payment be at the work in the bush, then such payment shall be made within 30 minutes of the usual ceasing time on the day of the termination of the employment at the usual place of payment. Should the employment be otherwise terminated the employer may retain any monies legally due to the employee until the time at which it would have been payable if the employment has not been terminated.

(h) Default in Payment of Wages

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

PROVIDED that this penalty rate shall not exceed payment as for 38 hours.

(i) Details of Pay

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

(j) Payment in Meal Break - On Request

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

(k) Waiting for Wages

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

(l) Payment by Cheque or into Account

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

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30. PERSONAL LEAVE

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in subclause (k) - Casual Employees – Caring Responsibilities.

(a) Definitions

The term **'immediate family'** includes:

(i) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and

(ii) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(b) Amount of Paid Personal Leave

(i) Paid personal leave is available to an employee, when they are absent:

(1) due to personal illness or injury; or

(2) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.

(ii) He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation.

(iii) An employee shall be entitled to 40 hours sick leave during his first sick leave year, and to 64 hours sick leave from the commencement of each subsequent sick leave year.

(iv) He shall not be entitled to paid leave in excess of 10 hours during the first 3 months of his employment with an employer and a further 10 hours during the second 3 months of such employment.

PROVIDED that should his employment continue beyond 6 months he shall be paid for the leave for which he would otherwise have been entitled to be paid except for the limitations prescribed by this paragraph and for which payment has not previously been made.

(v) Subject to the provisions of subclause (c) hereof, untaken sick leave shall accumulate from year to year, and it shall be available to an employee in any subsequent year of employment.

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(c) Payment of Untaken Sick Leave

(i) Basis of Payment

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

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

(ii) Time of Payment

The date upon which an employee shall be entitled to payment under this subclause shall be:

(1) For employees whose employment commenced prior to 1 January 1974 - 1 January each year.

(2) For employees whose employment commenced after 1 January 1974 - the anniversary date of the commencement of the employee's employment each year.

(3) For employees employed in the bush or in bush sawmills or in log sawmills outside cities and towns and who were in receipt of a weekly sick leave allowance prior to 1 January 1977 - 1 January, each year.

(iii) Statement of Employee's Sick Leave Credits

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

(d) Sickness on a Rostered Day Off

Where an employee is sick or injured on the day he is to take off in accordance with Clause 23 - Implementation of 38-Hour Week, paragraphs (a)(iii) or (iv) of this award he shall not be entitled to paid sick leave for that day nor will his sick leave entitlements be reduced as a result of his sickness or injury that day.

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(e) General Conditions

(i) Should the employment of an employee be terminated by the employer by reason of slackness of trade and he is re- employed by the same employer within a period of 6 months of such termination, in calculating his sick leave entitlements his contract of employment shall be deemed not to have been broken by reason only of such termination and the period during which his employment was interrupted shall not be taken into account.

(ii) Where a business is transmitted from one employer to another, an employee's service with the transmittor shall for the purpose of sick leave payment be taken as service with the transmittee.

PROVIDED that the employee's employment with the transmittor is continued with the transmittee.

(iii) Notwithstanding anything contained herein an employee suffering injury through an accident arising out of and in the course of his employment (not being an injury in respect of which he is entitled to workers' compensation) which in the opinion of the employer or his representative at the place of work necessitates his attendance during working hours of a doctor, chemist or trained nurse or at a hospital shall not suffer any deduction from his pay for the time necessarily occupied in such attendance (but not exceeding 4 hours) on the day of the accident and shall be reimbursed by the employer all expenses reasonably incurred in connection with such attendance but in no case shall such reimbursement exceed $7.00.

(f) Personal Leave for Personal Injury or Sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

(g) Personal Leave to Care for an Immediate Family or Household Member

(i) An employee is entitled to use up to 10 days personal leave, including accrued leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause.

Leave may be taken for part of a single day.

(ii) By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in paragraph (g)(i), beyond the limit set out in paragraph (g)(i). In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

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(h) Employee Must Give Notice

An employee shall within 24 hours of commencement of such absence inform the employer, in writing if practicable, of his inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.

(i) Evidence Supporting Claim

(i) An employee shall prove to the satisfaction of his employer (or in the event of a dispute to the Tasmanian Industrial Commission) that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed. For such purpose the employer may require an employee to make a statutory declaration verifying the cause of his absence

(ii) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

(j) Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements of subclauses (h) and (i) are met.

(k) Casual Employees – Caring Responsibilities

Subject to the evidentiary and notice requirements in subclauses (h) and (i) casual employees are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

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31. PIECEWORK

(a) For the purposes of this award, a pieceworker shall mean an employee who, is not a weekly employee but who is engaged to work away from the employer's mill, yard or other place of business in or in connection with felling, hauling or other obtaining of logs or other timber at rates of remuneration depending only on the amount of work performed, irrespective of the hours or times concerned.

(b) The remuneration payable to a pieceworker shall be fixed by agreement between the employee and his employer at rates which would enable such an employee of average capacity to earn, for an ordinary week's work, not less than 25 per cent above the appropriate weekly time rate for the class of work performed.

(c) In addition to piecework rates, piecework fallers who, with the concurrence of the employer, supply, operate and maintain their own power saws shall be paid an allowance as may be agreed upon and on such conditions as relate to the use of such power saws as are agreed. Such allowance shall be a minimum of $27.30 per week.

(d) The following clauses of this award, which are not stated to apply only to weekly employees or do not specifically exclude pieceworkers, also shall not apply to pieceworkers:

15 - Camping Allowance
22 -Hours
25 - Mixed Functions
26 - Overtime, Saturday, Sunday and Holiday Payments
37 - Shifting or Erecting Camp
45 - Travelling Allowance

(e) Pieceworkers shall be paid at ordinary rates for time occupied shifting haulers from one landing to another except in cases where the piecework rates are arranged to include time occupied in shifting haulers.

(f) When sleepers are being inspected whilst they are being loaded into trucks by pieceworkers and, at the request of the employer or of a Government inspector or of the buyer, the sleepers are turned for inspection or reinspection, the loaders shall receive turning rates whilst turning such sleepers and loading rates whilst loading such sleepers.

(g) All logs felled or hauled at piecework rates shall be measured at the mill landing or elsewhere by agreement. Particulars of the logs so measured shall be given to the pieceworker at least once a fortnight unless otherwise agreed upon by the employer and the employee and such particulars shall set out the name of the mill supplied, the name or names of the employees, the date, the brand, the length, the girth and the super feet of such logs scaled according to the prevailing practice.

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PROVIDED that in respect of measuring red gum logs an agreement may be entered into between the State Branch of the union and employers.

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

32. PREFERENCE

As between members of the union and other persons offering or desiring service or employment in the same time or in relation to retrenchments, preference shall be given to such members:

PROVIDED that**:**

(a) The person concerned must be capable of and qualified to perform the job concerned.

(b) Where in any establishment or place of employment a contrary custom or practice of union membership can be shown to exist and is shown to have existed at 1 November 1975 as to any classifications included in section (c), subclause 1, Division A of Clause 8 - Wage Rates of this award, the provisions of this clause shall not apply to such classification in such establishment or place of employment.

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

(a) Procedures shall be established for in-plant discussions, the objective being to agree on the method or methods of implementing a 38 hour week in accordance with Clause 22 - Hours and Clause 23 - Implementation of 38-Hour Week, of this award and to implement cost saving practices agreed to in relation to introducing the 38 hour week.

(b) The procedures should make suggestions as to the recording of understandings reached and methods of communicating agreements and understandings to all employees, including the overcoming of language difficulties.

(c) The procedures should allow for the monitoring of agreements and understandings reached in-plant.

(d) In cases where agreement cannot be reached in-plant in the first instance or where problems arise after initial agreements or understandings have been achieved in-plant, a formal monitoring procedure shall apply. The basic steps in this procedure shall be as prescribed by subclause (c) of Clause 23 - Implementation of 38-Hour Week.

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34. PROTECTIVE COVERING

(a) Water dogmen and river logmen shall be paid five cents per week in addition to their ordinary wage for the cost of waterproof coats and boots.

(b) If an employee is required to work in the rain he shall be provided with oil skins or other suitable waterproof clothing and, upon request by the employee, with suitable wet weather footwear.

(c) All employees whilst engaged in or in connection with falling or logging operations in the bush or while working under overhead cranes shall wear head protective helmets of a type mutually approved by the employer and the State Branch of the union or in default of agreement as determined by the Tasmanian Industrial Commission. Such head protective helmets shall be supplied by the employer to each employee so engaged.

(d) All tractors used in or in connection with logging operations in the bush shall be fitted with a metal canopy or similar protective metal cover, to safeguard the driver from injury, of a type mutually approved by the employer and the State Branch of the union or in default of agreement, as determined by the Tasmanian Industrial Commission.

(e) The employer may deduct from the pay of any employee to whom oilskins, aprons, overalls, water-proof clothing, wet weather footwear or head protective helmets have been supplied the cost of such articles as are not returned in good order and condition, fair wear and tear excepted, on demand being made by the employer.

(f) An employee required to handle poles or timber whilst still wet after impregnation or immunisation shall be supplied by the employer with suitable protective clothing. In the event of a dispute arising from this provision the matter may be referred to the Tasmanian Industrial Commission.

(g) An employee who is required to handle materials whilst still wet with glue from spreading machine shall be supplied with suitable gloves and apron.

(h) An employee who is required to prime paint timber or timber articles by any method (other than by hand) or handle same whilst still wet with paint shall be supplied with suitable protective clothing.

(i) (i) An employee who is required to carry bags of cement or who takes timber by hand from a conveyor or sorting table or a dockerman who takes timber by hand 'green off saw' or an employee who is covered by classifications 45, 67(a)(vii), 67(a)(viii), 67 (a)(ix), 67(a)(x) or 67(f) and who handles timber shall be supplied with a protective apron.

(ii) Sawyers (not referred to in (a) above) and A and B Grade Wood Machinists shall be supplied with a protective apron upon the request of the employee.

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(j) Upon request by a saw sharpener, saw doctor or a saw doctor apprentice the employer shall supply such employee 2 pairs of overalls per annum free of charge.

(k) The employer will reimburse employees the cost of one pair of safety boots/shoes to each employee and thereafter on a replacement basis the cost of such footwear. The provisions of this paragraph do not apply where the above protective footwear is provided by the employer.

35. PULLERS OUT FOR SAWYERS

No sawyer shall work or be required to work a running out saw bench cutting over 3 feet 6 inches in length without a puller out.

36. REFERENCE OF DISPUTES

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

37. SHIFTING OR ERECTING CAMP

An employee employed in shifting or erecting camp or assisting therein or in clearing the site for a camp shall be paid at his ordinary rates for the time he is so employed.

38. SHIFT WORK

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

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

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

(b) Definitions

For the purpose of this clause:

(i) **'Afternoon Shift'** means any shift finishing after 6.00pm and at or before midnight.

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(ii) **'Continuous Work'** means work carried on with consecutive shifts of persons throughout the 24 hours of each of at least six consecutive days without interruptions except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

(iii) **'Night Shift'** means any shift finishing subsequent to midnight and at or before 8.00am.

(iv) **'Rostered Shift'** means a shift of which the employee concerned has had at least 48 hours notice.

(c) Hours - Continuous Shift Work

(i) The ordinary hours of shift workers on continuous work as defined in subclause (b) hereof shall average 38 hours per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days.

(ii) Subject to the following conditions such shift workers shall work at such times as the employer may require.

(1) A shift shall consist of not more than eight hours inclusive of crib time.

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

(3) 20 minutes shall be allowed to shift workers each shift for crib time which shall be counted as time worked.

(d) Hours - Other than Continuous Work

(i) Subject to Clause 23 - Implementation of 38-Hour Week and Clause 33 - Procedures for In-Plant Discussions in Relation to 38-Hour Week, the ordinary hours of shift workers not on continuous work, as defined in subclause (b) hereof, shall average 38 hours per week and shall not exceed 152 hours in 28 consecutive days. The ordinary hours prescribed herein may be worked on any day or all of the days of the week, Monday to Friday inclusive.

(ii) Such ordinary hours shall be worked continuously except for a meal break which shall not be counted as time worked.

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

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

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

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

(e) Rosters

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

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

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

(f) Variations by Agreement

(i) Subject to subclause (c) and (d) hereof the method of working shifts may be varied as to all or a section of employees by agreement between the employer, the majority of employees concerned and the State Branch of the union to suit the circumstances of the establishment.

(ii) The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer, the majority of the employees concerned and the State Branch of the union to suit the circumstances of the establishment. In the absence of agreement the matter may be referred to the Tasmanian Industrial Commission for determination.

(g) Shift Work Allowance

(i) A shift worker whilst on afternoon or night shift shall be paid 15 per cent more than his ordinary rate.

(ii) A shift worker who works an afternoon or night shift which does not continue for at least five afternoons or nights in a five day workshop or for at least six successive afternoons or nights in a 6 day workshop shall be paid for each shift 50 per cent for the first 2 hours thereof and 100 per cent for the remaining hours thereof in addition to his ordinary rate.

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(iii) A shift worker who, other than at his own request, works continuous night shifts, that is night shifts which do not rotate with another shift or day work, shall be paid 30 per cent more than his ordinary rate for such shifts.

(iv) Where in any establishment bound by the provisions of this award at which the employee working on shift is engaged and the majority of the employees working on shift work therein receive higher shift premiums for working such shifts then such higher shift allowances shall be paid to the employee in substitution for the shift allowances prescribed by this clause.

(v) If agreement is reached between the employer, the majority of employees concerned and assented to in writing by the State Branch of the union, a system of averaging the shift allowance is permissible.

(h) Saturday Work - Continuous Shift

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

(i) Sundays and Holidays

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

(1) Sundays - double time

(2) Holidays

(A) Continuous Shift Workers - double time

(B) Non-Continuous Workers - double time and one half

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

(iii) In the case of a shift worker whose ordinary hours of work are arranged in accordance with paragraphs (a) (iii) or (iv) of Clause 23 - Implementation of 38-Hour Week, the weekday to be taken off shall not coincide with a holiday fixed in accordance with Clause 21 - Holidays.

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PROVIDED that, in the event that a public holiday is prescribed after an employee has been given notice of a weekday off in accordance with subclause (d) of Clause 23 - Implementation of 38-Hour Week, and the holiday falls on such weekday the employer shall allow the employee to take a day off in lieu on an alternative week day.

(j) Overtime - Shift Workers

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

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

(2). If on other than continuous work, at the rate of time and a half for the first two hours on any one day, at the rate of double time thereafter.

(3) Except in each case when the time is worked:

(A) By arrangement between the employees themselves; or

(B) For the purpose of effecting the customary rotation of shifts; or

(C) On a shift to which an employee is transferred on short notice as an alternative to standing down the employee in circumstances which would entitle the employer to deduct payment for a day in accordance with Clause 42 - Terms of Engagement, subclause (f) of this award.

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

(ii) All overtime performed on a Sunday shall be paid at the rate of double time.

(iii) All overtime performed on a holiday shall be paid at the rate of double time and one half.

(iv) The rates prescribed herein shall be in substitution for and not cumulative upon the shift allowances prescribed elsewhere in this clause.

(v) Where a shiftworker is required to work overtime on a Saturday, Sunday or holiday he shall be afforded at least 3 hours work or be paid for 3 hours at the appropriate rate except where such overtime is continuous with the employee's ordinary hours or with overtime commenced on the previous day.

(vi) An employer may require an employee to work overtime at overtime rates and such employee shall work overtime as is reasonable.

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(k) Termination of Shift

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

(l) Daylight Saving

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

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

(ii) commencing on or before the time prescribed by such legislation for the termination of a summer time period, shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set at the time fixed pursuant to the relevant State Legislation.

In this subclause the expression 'standard time' and 'summer time' shall bear the same meaning as prescribed by the relevant State Legislation.

39. SHOP STEWARDS

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

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

40. SUPERANNUATION

(a) Definitions

(i) **'Employee'** means an employee who is eligible to be a member of the union.

(ii) **'The Fund'** shall mean:

(1) The Timber Industry Superannuation Scheme (TISS) as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or

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(2) An alternative superannuation scheme existing and conforming to the Commonwealth Government's operational standards for occupational superannuation and which is agreed to by the union. Such agreement shall be in writing and signed by the employer and the union where both parties shall hold on record a copy of the agreement. Any dispute arising in relation to this issue shall be referred to the Tasmanian Industrial Commission for determination.

(iii) **'Ordinary time earnings'** means the award classification rate (including supplementary payments where relevant), overaward payments and shift work loadings (where relevant).

In relation to piecework employees, 'ordinary time earnings' shall mean the base rate plus 25%.

(iv) **'Union'** means The Construction, Forestry, Mining and Energy Union, Tasmanian Branch

(b) Employer Contribution to Superannuation

Contributions will be paid into employees' fund in accordance with the *Superannuation Guarantee Act (Administration)1992.*

(c) Unpaid Absences

An employee shall not be required to make a contribution on behalf of an employee who is absent from work without pay and the employer's contribution in any week on behalf of such an employee will be reduced by a proportionate amount.

(d) Employee Contributions

(i) Subject to the rules of the Fund, employees may contribute to the Fund in addition to the contributions being paid pursuant to subclause (b) of this clause. Such employees may either forward their own contribution directly to the Fund administrators or, where it is practicable to do so, authorise the employer to pay into the Fund from the employee's wages, amounts specified by the employee.

(ii) Additional employee contributions to the Fund forwarded by the employer at the employee's request shall be subject to the following conditions:

(1) The amount of contributions shall be expressed in whole dollars.

(2) Employees shall have the right to adjust the level of contribution made on their own behalf from the first of the month following the giving of 3 months written notice to the employer.

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PROVIDED that by agreement with the employer, employees may vary their additional contribution in extenuating circumstances at other times.

(e) Cessation of Contributions

An employee's eligibility for contributions to the Fund will cease on the last day of employment with the employer and the employer shall not make any contributions to the Fund in respect of any period beyond the last day of employment.

(f) Employer Bound by Other Schemes

If at any time the employer becomes bound by an award of any industrial tribunal or by legislation to contribute to another superannuation scheme other than the Fund, then the employer's liability to make employer contributions in respect of that eligible employee shall be reduced by the amount of the contribution the employer makes or is required by the award or registered industrial agreement or legislation to make to the other scheme from the date the employer makes or becomes bound to make payments to the other scheme.

41. SUPPLY OF TOOLS

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

42. TERMS OF ENGAGEMENT

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

(a) An employee shall perform such work as the employer shall from time to time require on the usual days and within the prescribed hours.

PROVIDED that until the seven days' notice of transfer to a lower grade, prescribed by subclause (b) of Clause 25 - Mixed Functions hereof expires, such work shall be of or be paid as of a similar class to that usually performed by such employee.

(b) Employment during the first two weeks shall be from day to day at the weekly rates prescribed except in the case of re-engagement within one month after the termination of a previous service of the employee under the employer.

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(c) Subject to the provision of subclauses (b), (d), (e) and (f) hereof a week's notice in writing if so requested of the termination of employment shall be given to terminate such employment on the corresponding day of the following week or on any later day thereof and if the employment be terminated by either the employee or the employer without such notice a weeks' wages shall be paid or forfeited as the case may be. Notice given by an employer for more than 2 weeks in succession shall not be regarded as notice within the meaning of this clause.

PROVIDED that in the case of work in the bush and at bush mills such notice may be dispensed with by the consent in writing of the employer and employee.

(d) The employer may dismiss any employee without notice for malingering, inefficiency otherwise than through temporary illness, neglect of duty or misconduct, and pay the employee's wages up to the time of such dismissal only.

(e) Notwithstanding anything elsewhere contained in this clause -

(i) The absence of an employee from work for a continuous period exceeding 3 working days without the consent of the employer and notification to the employer shall be prima facie evidence that the employee has abandoned his employment.

(ii) **PROVIDED** that if within a period of 14 days from his last attendance at work or the date of his last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of his employer that he was absent for reasonable cause, he shall be deemed to have abandoned his employment.

(iii) Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer whichever is the latter.

(f) The employer may deduct payment for any full day the employee cannot be usefully employed because of any strike or because of any breakdown of machinery or because of any other stoppage of work for any reasonable cause subject to the following provisions:

(i) The onus of proving reasonableness of the causes shall be on the employer.

(ii) Where a stand-down continues beyond one week, the employee may terminate his employment without notice or forfeiture of a week's wages.

(iii) The employer advises the union office of the commencement time and possible duration of the stand-down.

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(iv) Subject to any employee in the bush and in bush sawmills and in log sawmills outside cities and towns being ready, willing and available to work, nothing in this clause shall authorise deduction of payment for any time lost because the employee is prevented from working on account of rain, hail or snow, or on account of a shortage of logs where such shortage is due to rain, hail or snow.

(g) Support Staff

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

PROVIDED that:

(i) Support staff shall not exceed a proportion of 1 to 8 employees employed under this award in the retail sector receiving adult rates. Provided that with the agreement of the union, employers employing less than eight such employees may engage one support staff.

(ii) Prior to employing support staff the employer shall notify the State Branch of the union of his/her intention (by registered letter), accompanied by a list of the total number of employees receiving adult rates of pay.

(iii) Support staff employees shall not be engaged for more than twenty hours each week and shall be paid an hourly rate as provided in subparagraphs (1) and (2) of this paragraph:

(1) For each hour worked during ordinary hours the rate of pay shall be 1/38th of the appropriate weekly rate as prescribed in Clause 8 - Wage Rates of this award plus 20 per cent.

(2) Work exceeding 8 hours within the normal spread of hours will be paid at the appropriate penalty rates.

(3) For work performed outside the hours prescribed in subclause (b) of Clause 22 - Hours, of this award, payment shall be 1 and 1/5th times the appropriate ordinary rate plus normal penalty rates, i.e. 1 and 1/2 times for the first two hours and double time thereafter. This loading shall be in lieu of annual leave and other such like pay entitlements.

(4) Support staff employees subject to this clause shall be employed for a minimum of 8 hours in any one week.

PROVIDED that such an employee may be employed for 4 hours only on a Saturday.

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(5) Should a support staff employee's services not be required on the next working day, the employer shall inform the employee at the commencement of work the day immediately preceding the non-attendance day, failure by the employer to give such notice shall result in payment being made to the support staff employee for all ordinary hours the support staff would have worked.

(6) The provisions of; Clause 10 - Annual Leave; Clause 13 - Bereavement Leave; Clause 21 - Holidays; Clause 24 - Jury Service Leave; Clause 27 - Parental Leave and Clause 30 - Personal Leave, shall not apply to support staff employees.

(h) Employer parties may employ watchmen or employees in box and case factories and in the making of sporting goods by the hour, and shall pay such employees at the rate per hour proportionate to the weekly wage plus 10 per cent with a minimum amount in respect of any employment on a day as for the full day.

PROVIDED that in the case of incentive workers the minimum amount payable shall be as if the employment shall have continued throughout the working hours of the day on which the employment occurs, payable at a rate per hour proportionate to such weekly rate plus 22 and 1/2 per cent.

43. TRAIN AND TRAM LINES

All train and tram lines owned or controlled by the employer shall be kept in good order by the employer.

44. TRANSPORT OF EMPLOYEES ON TERMINATION OF EMPLOYMENT

Where means of transport to the bush or bush sawmills is provided by the employer, on the termination of service of an employee, the employee, his family and his goods and chattels shall be transported free of charge within 48 hours of receipt by the employer of notice that such transport is required. But an employee shall not be entitled to free transport on a route along which the public is regularly transported for payment; on the other hand he shall not be charged a rate on such route in excess of that regularly charged to the public.

45. TRAVELLING ALLOWANCES

(a) Work Away from Usual Place of Employment

An employee who on any day or from day to day is required to work at a job away from the employee's usual place of work shall at the direction of the employer attend for work at such place at the usual starting time and will be reimbursed for any fares reasonably incurred in excess of those normally incurred in travelling between the employee's home and usual place of work.

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(b) Change or Residence

An employee:

(i) engaged in one locality to work in another; or

(ii) sent, other than at the employee's own request, from the employee's usual locality to another for employment which can reasonably be regarded as permanent;

involving a change of residence shall be reimbursed, whilst necessarily travelling between such localities, for expenses for a period not exceeding three months or in cases where the employee is in the process of buying a place of residence in the new locality for a period not exceeding six months.

PROVIDED that such reimbursement of expenses shall cease after the employee has taken up permanent residence or abode at the new location.

(c) Expenses While on Distant Work

An employee sent from the usual locality to another and who is required to remain away from the employee's usual place or abode shall whilst necessarily travelling between such localities be reimbursed expenses whilst so absent from the usual locality.

(d) Definition of Expenses

Expenses for the purpose of this clause means:

(i) all fares reasonably incurred;

(ii) reasonable expenses incurred whilst travelling shall include the meal allowance as prescribed;

(iii) an allowance to cover the cost incurred for reasonable board and lodging.

46. TRAVELLING TIME AND CONDITIONS

(a) Subject to this clause a weekly employee shall, where he is directed or required to work at a place other than his usual place of work, be paid at ordinary rates for all time occupied in travelling to and from the place at which he is so directed or required to work in excess of the time ordinarily occupied in travelling to and from his usual place of work.

(b) Each employee in the bush shall have a fixed starting place which shall be the existing starting place.

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(c) New starting places in the bush shall be fixed by agreement between the employer and the union and in default of agreement, by the Tasmanian Industrial Commission.

(d) When an employee has a fixed starting point in the bush he shall be paid for all time occupied in travelling between the starting place and the work and for all time in excess of half an hour back from the work to the starting point.

(e) Where an employer provides a vehicle for the purpose of taking his employees to and from work he shall equip such vehicle with suitable seating accommodation together with a fly or other cover to protect the employees from the weather.

James P McAlpine
COMMISSIONER

14 May 2008