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**TASMANIAN INDUSTRIAL COMMISSION**

**Industrial Relations Act 1984**

s23 application for award or variation of award

**Tasmanian Trades and Labor Council**

(T11548 of 2004)

Private Sector Awards

**Tasmanian Trades and Labor Council**

(T11564 of 2004)

Private Sector Awards

**Tasmanian Trades and Labor Council**

(T11566 of 2004)

Private and Public Sector Awards

**FULL BENCH:**

PRESIDENT P L LEARY

COMMISSIONER T J ABEY

COMMISSIONER J P McALPINE

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

**CLERICAL AND ADMINISTRATIVE EMPLOYEES (PRIVATE SECTOR) AWARD**

**ORDER BY CONSENT**

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

CLAUSES 2, 4 AND 5 OF PART III – WAGE RATES AND RELATED MATTERS AND CLAUSE 1 OF PART IV – ALLOWANCES ARE VARIED AND THE AWARD IS CONSOLIDATED

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## **PART I - APPLICATION AND OPERATION OF THE AWARD**

### **1. TITLE**

This award shall be known as the "Clerical and Administrative Employees (Private Sector) Award"

### **2. INDEX**

Subject Matter

Clause No.

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### **3. SCOPE**

This award is established in respect of private sector clerical and/or administrative employees who shall include persons engaged in a clerical and/or administrative capacity and, without limiting the generality of the foregoing, all persons engaged in the occupation of shorthand writers and typists and/or on any machine designed to perform or assist in the performance of clerical or administrative functions.

This award shall not apply to state employees or any employee covered by any other award of the Tasmanian Industrial Commission.

In relation to trainees, this award shall have effect as if it was included in Schedule A of the National Training Wage (Tasmanian Private Sector) Award.

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#### **4. DATE OF OPERATION**

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

#### **5. AWARD INTEREST**

(a) The following employee organisations have an interest in this award under Section 63(10) of the *Industrial Relations, 1984*:

the Australian Municipal, Administrative, Clerical and Services Union,

(b) The following employer organisations have an interest in this award under Section 63(10) of the *Industrial Relations, 1984*:

(i) the Australian Mines and Metals Association (Incorporated);

(ii) the Tasmanian Farmers and Graziers Employers Association

(c) 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.

(d) 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

#### **6. SUPERSESSION**

This award incorporates and supersedes Clerical and Administrative Employees (Private Sector) Award No. 1 of 2003 (Consolidated)

### **PART II - EMPLOYMENT RELATIONSHIP AND ASSOCIATED MATTERS**

#### **1. DEFINITIONS**

Employment Relationship

'**Adult entry**' shall mean the entry point for adult employees (21 years and over) with less than 12 months experience either as a junior or adult, and on completion of 12 months experience (whether with one employer or more) such adult employees shall be advanced to a graded position dependent on skills held and position requirement.

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'**Casual employee**' means any person specifically engaged to work on an irregular basis, as and when required by mutual consent between employer and employee, but does not include any person employed on a part-time or full-time basis.

'**Full time employee**' is one engaged to work for 38 hours per week.

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

'**Twelve months experience**' means, wherever occurring in the case of part-time and/or casual employees, 1660 hours actual service.

## **2. EMPLOYMENT CATEGORIES**

### (a) Casual

- (i) A casual employee for working ordinary time shall be paid per hour 1/38th of the weekly rates prescribed for the work which he or she performs. In addition thereto a casual employee shall receive 20 percent of the ordinary hourly rate in respect of each hour for which he or she is paid; such additional amount to be payment in lieu of annual leave, sick leave, and holidays with pay.
- (ii) Subject to any different prescription contained elsewhere in this award, no casual employee shall be employed for less than four hours for work performed on any given day between the hours of 7.00 am and 6:30 pm.

**PROVIDED** that where a period of engagement commences during the spread of ordinary hours and continues beyond 6:30 pm, the total number of hours worked in that engagement shall be counted for determining the minimum period of engagement herein prescribed.

- (iii) Penalty rates prescribed in Part VI – LEAVE AND HOLIDAYS WITH PAY, Clause 4 - Holidays with Pay, Part V – HOURS OF WORK, PENALTY PAYMENTS AND OVERTIME, Clauses 2 - Overtime, 5 - Saturday Work, and 6 - Sunday Work hereof, are applicable to casual employees, in accordance with Part V - HOURS OF WORK, PENALTY PAYMENTS AND OVERTIME, Clause 3.
- (iv) A casual employee shall have only one engagement consisting of consecutive hours per day with any one employer.

**PROVIDED** that in establishments employing five or less employees, broken shifts may be worked by mutual agreement between the employee and the employer.

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(b) Part-time Employees

- (i) Part-time employees engaged to work 20 or more hours per week shall be entitled to the holidays, annual leave and sick leave as prescribed in Part VI – LEAVE AND HOLIDAYS WITH PAY, Clauses 1 - Annual Leave, 4 - Holidays with Pay, and 6 - Sick Leave, provided that payment therefore shall be made at the rate normally paid to such employees for a similar period of time worked.

The wage rates payable per hour shall be 1/38th of the relevant weekly wage rate.

- (ii) Part-time employees engaged to work less than 20 hours per week shall be paid per hour 1/38th of the weekly rates prescribed for the work he or she performs. In addition thereto such employees shall receive 20 percent of the ordinary hourly rate in respect of each hour for which he or she is paid; such additional amount to be payment in lieu of annual leave, sick leave and holidays with pay.
- (iii) Penalty provisions - penalty rates prescribed in Part VI - LEAVE AND HOLIDAYS WITH PAY, Clause 4 - Holidays with Pay, Part V - HOURS OF WORK, PENALTY PAYMENTS AND OVERTIME, Clauses 2 - Overtime, 5 - Saturday Work and 6 - Sunday Work, are applicable to part-time employees.

**PROVIDED** that in the case of part-time employees in receipt of a 20 percent loading, the penalty rates shall be calculated in the same manner as applies to casual employees.

- (iv) A part-time employee shall have only one engagement consisting of consecutive hours per day with any one employer.

**PROVIDED** that in establishments employing five or less employees broken shifts may be worked by mutual agreement between the employee and the employer.

- (v) No part-time employee shall be employed for less than four hours for work performed on any given day between the hours of 7.00 am to 6.30 pm.

**PROVIDED** that where a period of engagement commences during the spread of ordinary hours and continues beyond 6.30 pm, the total number of hours worked in that engagement shall be counted for the purposes of determining the minimum period of engagement herein prescribed.

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### **3. TERMS OF ENGAGEMENT AND TERMINATION**

(a) General

(i) With the exception of employees engaged as Casual Employees, all employment shall be by the week.

(ii) The employer shall inform each employee of the terms of engagement, in particular whether he/she is a full time/part-time and permanent/casual employee and whether he/she will be required for roster work. An employer shall also inform each employee of the regular hours of employment, classification under this award and the relevant rate of pay.

(iii) Job Description

An employer may direct an employee to carry out such duties as are within the limits of an employee's skill, competence and training.

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

(b) The employer in the event of misconduct may, as an alternative to dismissal, suspend an employee without pay. The maximum period of suspension shall be one week. Should the employee not agree to the suspension, the union may refer the matter to the Tasmanian Industrial Commission. If upon examination, the Industrial Commission forms the view that the suspension was harsh or unjust, it may vary the term or rescind the suspension.

(c) The employment of an employee will not be terminated except for misconduct which would justify instant dismissal, without at least one week's notice being given by the employer to the employee, and the employee shall likewise give to the employer one week's notice of his intention to terminate his employment. If one week's notice be not given by the employer or employee, one week's wages shall be paid or forfeited as the case may be. In the case of misconduct wages shall be paid up to the time of dismissal only.

(d) An employee shall be entitled to receive on request a certificate of service on termination, which shall contain at least the commencing and finishing dates of service, the nature of the duties performed, and the classification level

The certificate of service shall become the absolute property of the employee.

### **4. RATIO OF JUNIOR TO ADULT EMPLOYEES**

The maximum number of juniors to be employed shall not exceed the ratio of two juniors to every one adult

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## **PART III - WAGES AND RELATED MATTERS**

### **1. CLASSIFICATION DESCRIPTORS**

#### **CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 1**

##### **GRADING**

Employees shall be classified at this grade where they are required to meet the "General Requirements" described below and required to exercise any one or more of the "Skill Requirements" described below.

##### **GENERAL REQUIREMENTS**

Employees in this grade perform, and are accountable for clerical and office tasks, as directed, within the skill levels set out. They work within established routines, methods and procedures. Supervision is direct.

Employees in this grade shall be able to acquire and apply a limited knowledge of office procedures and requirements.

##### **SKILL REQUIREMENTS**

###### **Technical Skills**

###### **Machine Operation**

Employees at this level are able to operate telephone/ intercom systems, telephone answering machines, facsimile machines, photocopiers, franking machines and guillotines, provide basic telephone advice to customers and clients and take and redirect telephone calls and messages.

###### **Information Handling Skills**

Employees at this level are able to receive, sort, open and distribute incoming mail, process outgoing mail, receive incoming and dispatch outgoing courier mail, deliver messages and documents to appropriate persons and locations, prepare and collate documents and sort and file documents/ records accurately in correct location/sequence using an established paper-based filing system.

#### **CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 2**

##### **GRADING**

Employees shall be classified at this grade where they are required to meet the "General Requirements" described below and required to exercise any one or more of the "Skill Requirements" described below.



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## GENERAL REQUIREMENTS

Employees in this grade perform tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 1. They are responsible and accountable for their own work which is performed within established routines, methods and procedures. Supervision is routine.

Employees in this grade are able to acquire and apply a working knowledge of office or sectional operating procedures and requirements; acquire and apply a working knowledge of the organisation's structure and personnel in order to deal with enquiries at first instance, locate appropriate staff in different sections, relay internal information, respond to or redirect enquiries and greet visitors.

## SKILL REQUIREMENTS

### Technical Skills

Employees at this grade shall be capable of exercising all skills set out below.

### Machine Operation

Employees at this level are able to operate adding machines, switchboard, paging system, telex machine, typewriter and calculator.

### Computer Operation

Employees at this level are able to use knowledge of keyboard and function keys to enter and retrieve data through computer terminal. Employees are able to use basic email functions to send, open and forward email messages.

### Keyboard Operation

Employees at this level are able to type at 25 words per minute with 98 percent accuracy. Utilise basic word processing skills.

### Information Handling Skills

Employees at this level are able to maintain a mail register and records; maintain established paper-based filing/ records systems in accordance with set procedures including creating and indexing new files, distributing files within the organisation as requested and monitor file locations; transcribe information into records, complete forms, take telephone messages.

### Business/Financial Skills

Employees at this level are able to keep appropriate records; prepare and record petty cash transactions; undertake bank transactions (deposits and withdrawals).

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## CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 3

### GRADING

Employees shall be classified at this grade where they are required to meet the "General Requirements" described below and required to exercise any one or more of the "Skill Requirements" described below.

Employees holding a relevant Certificate III or accredited equivalent who are required to use skills and perform tasks within the range of Grade 3, shall be classified at this grade.

### GENERAL REQUIREMENTS

Employees in this grade perform tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 2. They are responsible and accountable for their own work which is performed within established guidelines. They exercise limited discretion within the range of their skill and knowledge. Supervision is general.

They must be able to acquire a working knowledge of the organisation's products/services, functions, locations and clients, and respond to, and act upon most internal/external enquiries in their own function area.

### SKILL REQUIREMENTS

#### Technical Skills

Employees at this grade shall be capable of exercising all skills set out below.

#### Machine Operation

Employees at this level are able to operate computerised radio telephone equipment, micro/personal computer, printing devices attached to a personal computer, dictaphone equipment and typewriters.

#### Keyboard Operation

Employees at this level are able to produce documents and correspondence using knowledge of standard formats, touch type at 40 words per minute with 98 per cent accuracy and audio type.

#### Computer Operation

Employees at this level are able to use at least one software application package developed for a micro-personal computer to create a database file structure or a spreadsheet/worksheet or a graphic, or an accounting/payroll or industry specific file following standard procedures and using existing models/fields of information; or use a central computer resource to an equivalent standard.

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#### Word Processing

Employees at this level are able to use at least one software package to create, format, edit, proof read, correct, print and save documents.

#### Secretarial Skills

Employees at this level are able to take shorthand notes at 70 words per minute and transcribe with 95 per cent accuracy.

#### Information Handling Skills

Employees at this level are able to use computer-based record management systems to file and retrieve records such as accounts, stock inventory, finance and personnel records.

#### Business/Financial Skills

Employees at this level are able to maintain records and journals, sort, process and record transactions such as incoming/outgoing cheques, invoices, debit/credit items, payroll data and establish petty cash imprest system.

### CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 4

#### GRADING

Employees shall be classified at this grade where they are required to meet the "General Requirements" described below and required to exercise any one or more of the "Skill Requirements" described below.

#### GENERAL REQUIREMENT

Employees in this grade perform tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 3. They are responsible and accountable for their own work and exercise discretion and initiative in the organisation of work within prescribed limits. Supervision is limited.

Employees in this grade are able to provide detailed advice and information on the organisation's products and services; respond to client/public/supplier problems within own function area using such techniques as personal interview and liaison; explain organisation's viewpoint to clients and appropriate persons related to own function area. Employees in this grade shall be capable of guiding employees graded at a lower level by means of personal instruction and demonstration. This may include general supervision of up to 4 employees.

Employees in this grade shall be capable of acquiring and using specialist vocabulary, such as technical, medical or legal terminology, within the scope of this grade.

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## SKILLS REQUIREMENTS

### Technical Skills

Employees at this grade shall be capable of exercising all skills set out below.

#### Keyboard Operation

Employees at this level are able to format complex documents using technical data, technical language, tables, graphs, text design, indexing, variable type face; produce documents in specified legal form or to comply with regulations or standards.

#### Computer Operation

Employees at this level are able to use at least two application software packages developed for a micro/personal computer at a standard equal to Grade 3 such as database, communications, accounting, payroll/personnel, spreadsheets, graphics, other applications; or are able to use a central computer resource to an equivalent standard.

#### Word Processing

Employees at this level are able to use at least two software packages at a standard equal to Grade 3; or are able to apply additional functions such as search and replace, variable fonts, moving and merging across documents, text columns, money columns, tables, eg. to produce financial statements, printed forms.

#### Secretarial Skills

Employees at this level are able to arrange travel bookings and itineraries; make appointments; screen telephone calls; follow visitor protocol procedures; establish telephone contact on behalf of executive; take shorthand notes at 90 words per minute and transcribe with 95 per cent accuracy.

#### Information Handling Skills

Employees at this level are able to maintain a computer based records management system; identify, access and extract information from internal sources.

#### Business/Financial Skills

Employees at this level are able to prepare cash payment summaries, banking reports and bank statements; maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journal entries to ledger.

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## CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 5

### GRADING

Employees shall be classified at this grade where they are required to meet the "General Requirements" described below and required to exercise any one or more of the "Skill Requirements" described below.

### GENERAL REQUIREMENTS

Employees in this grade perform duties using a more extensive range of skills and knowledge at a level higher than required in Grade 4. They are responsible and accountable for their own work, and may have limited responsibility for the work of others. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is minimal.

Employees in this grade must be able to acquire a detailed knowledge of organisation's operations and structures and a basic knowledge of the industry or field of interest in which the organisation operates. Respond to and act upon complex issues/arrangements in such areas as consumer/client services, special products/service knowledge, production and planning schedules, material supply and transport/freight arrangements.

Employees in this grade shall be capable of guiding employees in lower grades by means of personal instruction and demonstration.

### SKILL REQUIREMENTS

#### Technical Skills

#### Computer Operations

Employees at this level are able to use at least three application software packages developed for a micro/personal computer at a standard equal to Grade 4 or use a central computer resource to an equivalent standard; or apply knowledge of advanced functions of a single application software package to manipulate data, such as modify fields of information, develop a new database or spreadsheet model; or graph previously prepared spreadsheets, or perform reconciliation,

and/or

#### Word Processing

Employees at this level are able to apply advanced functions including macros, sorting and functions and thesaurus using at least one software package; or apply knowledge of additional functions defined in Grade 4 using at least two software packages.

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#### Secretarial Skills

Employees at this level are able to write shorthand notes at 100 words per minute and transcribe at 95 per cent accuracy; maintain executive diary; respond to invitations; organise internal meetings on behalf of executive; establish and maintain reference lists/personal contact systems for executives; maintain current working and personal filing systems for executive.

#### Information Handling Skills

Employees at this level are able to create new forms of files and records as required using computer-based records systems; access, identify, and extract information as required from external sources, eg. databases, libraries, local authorities; maintain subscriptions for required technical, trade and other publications and maintain circulation, indexing and filing systems for those publications; review/close files, archive files.

#### Business/Financial Skills

Employees at this level are able to reconcile accounts to balance; follow-up unpaid accounts; calculate wage and salary requirements; calculate work valuations; prepare bank reconciliations.

#### Supervisory Skills

Employees at this level are able to allocate work tasks to individuals, check work progress and correct errors. Normally 5 or more subordinates would be involved.

#### Specialist Skills

Employees at this level are able to apply knowledge of export and customs documentation requirements and procedures; apply knowledge of relevant industrial award rates of pay and conditions and occupational health and safety requirements.

### CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 6

#### GRADING

Employees shall be classified at this grade where they are required to meet the "General Requirements" described below and required to exercise any one or more of the "Skill Requirements" described below.

#### GENERAL REQUIREMENTS

Employees in this grade perform duties using a more extensive range of skills and knowledge at a level higher than required in Grade 5. They are responsible and accountable for their own work, and may have limited responsibility for the work of a section or unit. They exercise initiative, discretion and judgement within the range of

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their skills and knowledge. Supervision is by means of reporting to more senior officers as required.

Employees in this grade are able to apply knowledge of the organisation's objectives, performance, projected areas of growth and product trends; and general industry conditions, eg. knowledge of competitors and major clients market structure in the performance of their own responsibilities.

Employees in this grade shall be capable of guiding employees graded at a lower level by means of personal instruction and demonstration.

## SKILL REQUIREMENTS

### Technical Skills

#### Computer Operations

Employees at this level are able to use at least two application software packages on a micro/personal computer to a standard equal to Grade 5 or use a central computer resource to an equivalent standard; or assist in operating a mainframe computer

and/or

#### Word Processing

Employees at this level are able to use complex functions such as moving columns, creating displays of charts or graphs, booklet or report format on at least one software package; or apply knowledge of advanced functions defined in Grade 5 using at least two software packages.

#### Secretarial Skills

Employees at this level are able to write shorthand notes at 120 words per minute and transcribe at 95 percent accuracy; attend executive/ organisational meetings and take minutes; establish current working and personal executive filing system, answer correspondence from verbal or rough handwritten instructions; organise teleconferences.

#### Information Handling Skills

Employees at this level are able to establish new paper based/manual filing systems for the organisation; assist in undertaking research [locate/solicit, summarise/extract and interpret information] related to function area; compose original business correspondence from minimal instructions.

#### Business/Financial Skills

Employees at this level are able to post transactions to ledger and prepare a trial balance; prepare financial/tax schedules; calculate costings, stock pricing; complete personnel/payroll data for authorisation.

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### Supervisory Skills

Employees at this level are able to assist in the development of work quality and performance in a team environment; solve operational problems in own work functional area and resolve operational problems for staff in lower grades; co-ordinate work flow within a section or unit and counsel and advise staff who are under direct supervision.

### Specialist Skills

Employees at this level are able to apply working knowledge of industrial/employment law, equal opportunity, workers' compensation and superannuation procedures.

## CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 7

### GRADING

Employees shall be classified at this grade where they are required to meet the "General Requirements" described below and required to exercise any one or more of the "Skill Requirements" described below.

### GENERAL REQUIREMENTS

Employees in this grade perform duties using a more extensive range of skills and knowledge at a level higher than required in Grade 6. They are responsible and accountable for their own work, and may have designated responsibility for the unit/section under their supervision. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is by means of reporting to more senior officers as required.

Employees in this grade are able to assist in developing policy or new products and services to meet changing market or other circumstances; identify and assess internal and external factors impacting on production and service delivery and identify future trends.

Employees in this grade are able to assist in the delivery of structured training courses and apply a knowledge of training materials and aids; train employees (where required) in lower grades by means of personal instruction and demonstration.

### SKILL REQUIREMENTS

#### Technical Skills

#### Computer Operations

Employees at this level are able to use and integrate a variety of application software packages within a micro/ personal computer network; or use a central computer resource to an equivalent standard; or evaluate and determine optimum software solutions (using existing software/programs) to meet new or different application requirements; or use macro functions on a spreadsheet package.



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and/or

#### Word Processing Skills

Employees at this level are able to use all word processing functions identified at lower Grades and integrate word processing software with other application software packages to produce complex text and data documents; apply knowledge of desk top publishing to integrate documents and select style sheets appropriate to final presentation; determine all document production design needs without instructions.

#### Secretarial Skills

Employees at this level are able to arrange conferences and external meetings; originate executive correspondence; assist executive in preparing, attending and following up appointments, interviews, meetings, etc; act on delegated authority of executive.

#### Business/Financial Skills

Employees at this level are able to assist in preparing - budgets, cashflow records, balance sheets, trading accounts, cash management analysis, relevant taxation requirements; administer individual executive salary packages, travel expenses and allowances, company transport; administer specialised salary and payroll requirements, assist in financial forecasting; interpret and prepare financial information for senior management and prepare reports and assessment relevant to areas of responsibility.

#### Supervisory Skills

Employees at this level are able to plan and organise work priorities of unit or section; reschedule work loads as necessary and resolve operational problems in area of responsibility; monitor work quality of those supervised; use observations, diagnosis and intervention skills to ensure unit/section meets objectives; organise and chair necessary work meetings/conferences; assist in planning future sectional/office organisational resources and equipment needs.

#### Specialist Skills

Employees at this level are able to use knowledge of basic statistics to interpret data from spread sheets, statistical tables, graphs and frequency tables using tools such as mean, mode, median variation, etc; apply knowledge of exchange rate fluctuations in areas of functional responsibility; apply working knowledge of legal requirements, eg. personal income tax and company tax law, company law, contract law, superannuation law and local government and environmental regulation.

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## **2. WAGE RATES**

	Base Rate \$	Safety Net Adjustment \$	Weekly Wage Rate \$
(a) Adults			
Adult entry (as defined)			
1st 6 months service	333.80	142.00	475.80
2nd 6 months service	354.60	142.00	496.60
Grade 1 (as defined)			
1A - 1st 12 months service	363.00	142.00	505.00
1B - After 12 months service	375.50	142.00	517.50
Grade 2 (as defined)			
2A - 1st 12 months service	383.80	142.00	525.80
2B - After 12 months service	396.30	142.00	538.30
Grade 3 (as defined)			
3A - 1st 12 months service	404.70	142.00	546.70
3B - After 12 months service	417.20	144.00	561.20
Grade 4 (as defined)	438.10	144.00	582.10
Grade 5 (as defined)	458.90	144.00	602.90
Grade 6 (as defined)	479.80	142.00	621.80
Grade 7 (as defined)	500.60	142.00	642.60

### (b) Juniors

- (i) The minimum weekly wage rates that may be paid to juniors performing duties consistent with the definition of a "Clerical Assistant" shall be the undermentioned percentages of the Grade 1, (1A) weekly wage rate, adjusted to the nearest 10 cents.

	Percentage %
Under 17 years of age	50
17 to 18 years of age	55
18 to 19 years of age	65
19 to 20 years of age	80
20 to 21 years of age	85

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- (ii) The minimum weekly wage rates that may be paid to all other juniors shall be the undermentioned percentages of the Grade 2, (2A) weekly wage rate adjusted to the nearest 10 cents.

	Percentage %
Under 17 years of age	50
17 to 18 years of age	55
18 to 19 years of age	65
19 to 20 years of age	80
20 to 21 years of age	85

- (c) Advice of Grading and Settlement of Disputes

All employees shall be notified in writing by the employer of their grading within one month of this award coming into operation, or the date of engagement, as the case may be.

Disputes and Grievance Procedures at Part VII – DISPUTE RESOLUTION, Clause 1 shall apply to disputes in relation to classification.

### **3. MIXED FUNCTIONS**

Where an employee is called upon to perform two or more grades of work in any one day he/she shall for the purposes of assessing the wages to be paid, be deemed to have worked the whole day at the grade of work for which the highest rate of wages is prescribed.

An employee transferred to perform a grade of work for which a lesser rate of wage is prescribed than that at which he/she is usually employed shall not be paid at such lesser rate unless he/she is given a weeks' notice of such change of wage rate.

### **4. SUPPORTED WAGE SYSTEM**

- (a) Eligibility criteria

Subject to this clause subclause an employer may engage employees at a supported wage rate (as set out in paragraph (c) of this clause 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 clause subclause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers'

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compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their current employment.

**PROVIDED FURTHER** that this clause 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.

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

(c) Supported wage rates

Employees to whom this clause 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.

(d) Assessment of capacity

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

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

(e) Lodgment of assessment instrument

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

(f) Review of assessment

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

(g) Other terms and conditions of employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the supported wage provisions of this clause 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.

(h) Workplace adjustment

An employer wishing to employ a person under the provisions of this clause 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,

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working time arrangements and work organisation in consultation with other workers in the area.

(i) Trial Period

- (a) 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 clause subclause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (b) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined in accordance with paragraphs (d) and (e).
- (c) 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.
- (d) Work trials should include induction or training as appropriate to the job being trialed.
- (e) 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 (c) hereof.

**5. MINIMUM WAGE**

(a) Minimum Wage

No employee shall be paid less than the minimum wage.

(b) Amount of Adult Minimum Wage

- (i) The minimum wage for full-time adult employees not covered by Clause 4 - Supported Wage System is \$467.40 per week.
- (ii) 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 (b)(i)
- (iii) 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 (b)(i) according to the number of hours worked.

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(c) How the Minimum Wage Applies to Juniors

- (i) The wage rates provided for juniors by this award continue to apply unless the amount determined under subclause (c)(ii) is greater.
- (ii) 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 (b)(i)

(d) 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.

(e) Application of Minimum Wage to Award Rates Calculation

The minimum wage:

- (i) applies to all work in ordinary hours;
- (ii) applies to the calculation of overtime and all other penalty rates, superannuation, payments during sick leave, long service leave and annual leave, and for all other purposes of this award; and
- (iii) is inclusive of the arbitrated safety net adjustment provided by the July 2004 State Wage Case Decision (T11548 of 2004) and all previous safety net and state wage case adjustments.

## **6. ANNUALISED SALARY AGREEMENTS**

- (a) An employee classified in Grades 4, 5, 6 and 7 may be excluded from the following award provisions: overtime penalty rates and allowances (Part VI – LEAVE AND HOLIDAYS WITH PAY, Clause 4 - Holidays with Pay, Part V – HOURS OF WORK, PENALTY PAYMENTS AND OVERTIME, Clauses 1 - Hours of Work, 2 - Overtime, 5 - Saturday Work, 6 - Sunday Work and Part IV - ALLOWANCES, Clause 1 - Tea Money) **provided** that a written agreement is reached between the employer and employee for a suitable employment package.

An Annualised Salary Agreement shall only be made with employees classified as Grade 3, following the consent of the Australian Municipal, Administrative, Clerical and Services Union and in accordance with this clause. Agreement shall not be withheld unreasonably.

Annualised Salary Agreements shall not apply to any employee classified as Grade 1 or Grade 2.

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- (b) An Annualised Salary Agreement shall take account of work which is likely to be performed outside the ordinary hours (as defined) (Part V - HOURS OF WORK, PENALTY PAYMENTS AND OVERTIME, Clause 1 - Hours of Work) and shall be subject to the following:
- (i) the employment package shall be no less than the aggregate remuneration that would apply under award conditions;
  - (ii) either party may terminate the agreement on the giving of four weeks notice;
  - (iii) one week prior to entering into an agreement, the employee shall be provided with a copy of this clause;
  - (iv) all other provisions of the award shall apply;
- (c) Agreements shall be kept as part of records required to be kept by employers under the *Industrial Relations Act 1984* and Industrial Relations Regulations as amended.

## **7. PAYMENT OF WAGES**

Wages shall be paid weekly during the employer's time not later than Thursday in each week.

**PROVIDED** that, where consultation with the employees affected has taken place, wages may be paid fortnightly.

On the completion of the first full pay period and when any change is made in the weekly rate, the employee shall be notified in writing of the amount of wages to which he/she is entitled, the amount of deduction made there from, and the net amount being paid to him or her.

**PROVIDED FURTHER** that such notification shall be given not less often than once in each year of service.

## **8. SUPERANNUATION**

- (a) The employer shall make a contribution in accordance with the provisions of the relevant Federal Superannuation Guarantee Legislation into a superannuation fund approved under the legislation for all eligible employees.
- (b) Contributions to the fund shall be made by the employer on at least a calendar monthly basis unless there are circumstances for which the employer cannot be held responsible.



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## **PART IV - ALLOWANCES**

### **1. TEA MONEY**

- (a) An employee who has worked six hours or more during ordinary time and who is required to work overtime for more than one and a half hours shall be either supplied with an adequate meal by the employer or be paid \$12.70 meal money.
- (b) Any dispute as to what constitutes an adequate meal shall be referred to and decided by the Tasmanian Industrial Commission.

## **PART V - HOURS OF WORK, PENALTY PAYMENTS & OVERTIME**

### **1. HOURS OF WORK**

- (a) The ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:
  - (i) Seven hours 36 minutes per day; or
  - (ii) Eight hours per day on 4 days and six hours on one day in each week; or
  - (iii) Eight hours per day on 9 days and four hours on one day in each fortnight; or
  - (iv) Eight hours per day on 19 days with an accumulated rostered day off; or
  - (v) Eight hours per day with an accumulation of rostered days off up to a maximum of five or, by agreement, up to a maximum of 12.

Notwithstanding the above, by agreement between an employer and employee, up to 10 hours may be worked on any day at ordinary time.

The method of implementation shall be determined on an enterprise by enterprise or - where appropriate - department by department basis where the primary consideration shall be the efficient maximisation of service in each enterprise.

- (b) The ordinary hours shall be worked in five days of eight consecutive hours (excluding meal breaks) between the hours of 7.00 am and 6.30 pm, Monday to Friday inclusive.
- (c) The hours of work prescribed by this clause shall, excepting for a meal break of not less than 45 minutes, be continuous on each day.

By genuine agreement between the employer and an employee, a meal break may be of not less than 30 minutes duration.

In circumstances whereby a second meal break is required on any one day, such break shall not be less than 30 minutes.

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- (d) Except where overtime is worked for a period not exceeding one hour after normal finishing time, no employee shall work for more than five hours without a meal break.
- (e) In circumstances whereby a system of "Rostered Leisure Days" (RLD's) applies an employer, with the agreement of the employee, may in an emergency situation substitute the day an employee is to take off for another day. Provided that such agreement will not be unreasonably withheld.
- (f) Employees other than those engaged as - Casual Employees, shall, notwithstanding anything contained in Section 49 of the *Industrial Relations Act 1984*, be paid the weekly wage prescribed for a week of 38 hours for each week that he/she is ready, willing and available for work during the hours prescribed herein and, in addition thereto, such overtime or other penalty rates, if any, that may have occurred during the relevant period.
- (g) Make Up Time

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of make up time provided that:

- (i) An employee may elect, with the consent of the employer, to work 'make up time' under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award.
- (ii) An employee on shift work may elect, with the consent of their employer, to work 'make up time' under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.
- (iii) An employee or the employees may choose to request a union party to this award, to represent their interests in negotiation referred to in paragraph (i) of this subclause.
- (iv) Once a decision has been taken to introduce an enterprise system of make up time, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.
- (v) An employer shall record make up time arrangements in the relevant time and wages book, at each time this provision is used.

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(h) Rostered Leisure Days Off

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of Rostered Leisure Days Off to provide that:

- (i) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (ii) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (iii) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed by the employer, or subject to the reasonable notice by the employee or the employer.
- (iv) An employee or the employees may choose to request a union party to this award to represent their interests in negotiation referred to in paragraph (i) of this subclause.
- (v) Once a decision has been taken to introduce an enterprise system of Rostered Leisure Days Off flexibility, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.
- (vi) An employer shall record Rostered Leisure Days Off arrangements in the relevant time and wages book, at each time this provision is used.

## **2. OVERTIME**

- (a) For all time of duty in excess of ordinary hours or before the time fixed for commencing work or after the time fixed for ceasing work, payment shall be made at the following rate:

time and one half for the first three hours and double time thereafter.
- (b) An employee who is recalled to work overtime after a period of one hour from the time fixed for ceasing work, whether or not he/she has been notified before ceasing work, shall receive a minimum payment as for three hours worked.
- (c) A junior employee under the age of 18 years shall not be required to work overtime unless he or she so desires.
- (d) In computing overtime, each day's work shall stand alone.
- (e) For the purpose of determining the appropriate hourly rate for overtime purposes, the appropriate weekly rates shall be divided by 38.

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- (f) For the purpose of determining overtime entitlements of an employee, any employee who works 10 minutes or more past the time fixed for ceasing work shall be paid overtime rate for all time worked after the time fixed for ceasing work.

**PROVIDED** that this subclause shall not be used to obtain unpaid work from employee's on a regular basis.

- (g) Where an employee requests and the employer agrees, time off at the penalty equivalent may be allowed in lieu of payment for overtime.

**PROVIDED** that such time off shall be paid at the ordinary rate.

- (h) An employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime as prescribed in this clause of this award, for any overtime worked under this subclause where such time has not been taken within four weeks of accrual.

### **3. PENALTY RATES FOR CASUALS AND PART TIME EMPLOYEES**

All penalty rates for casual employees and part time employees receiving the 20% loading in lieu of leave shall be calculated on the ordinary time rate excluding this loading. Viz:

Time and one half	equates to 1.7	Of the ordinary time rate
Double time	equates to 2.2	without the 20 per cent
Double time and one half	equates to 2.7	loading

### **4. REST PERIODS**

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

**PROVIDED** that no rest period shall apply on Saturday morning.

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

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

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## **5. SATURDAY WORK**

- (a) For all time worked on a Saturday, payment shall be made at the rate of one and a half times the ordinary rate for the first three hours and double time thereafter.
- (b) Employees working on Saturday shall receive a minimum payment as for two hours worked.

## **6. SUNDAY WORK**

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

## **7. SHIFT WORK**

- (a) A system of shift work may be implemented where necessary to meet operational requirements.
- (b) The terms of such shift work shall be as agreed between the employer, the employees and the union. Where agreement cannot be reached the matter shall be determined by the Commission.

# **PART VI - LEAVE AND HOLIDAYS WITH PAY**

## **1. ANNUAL LEAVE**

- (a) Period of Leave

A period of four weeks paid annual leave shall be allowed annually after 12 months' continuous service on full time weekly hiring.

- (b) Broken Leave

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

- (c) Leave to be Exclusive of Holidays with pay

If any of the holidays prescribed by Part VI – LEAVE AND HOLIDAYS WITH PAY, Clause 4 - Holidays with Pay, falls within an employee's period of annual leave, and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that leave one day for each such holiday so occurring.

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(d) Payment in Lieu Prohibited

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

(e) Time of Taking Leave

Annual Leave shall be given at a time fixed by the employer within a period not exceeding 12 months from the date when the right to annual leave accrued and wherever possible, after not less than four weeks notice. In any event, not less than two weeks notice is to be given to the employee.

(f) Payment for Period of Leave

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

(ii) In addition thereto all employees (including part-time employees engaged to work 20 or more hours per week) shall receive a loading of 17.5 percent on payment made for annual leave as prescribed in paragraph (i) hereof. Such loading shall not apply to proportionate leave on termination of service.

(g) Leave Allowed before Due Date

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

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

(h) Proportionate Leave on Termination of Service

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

12.67 hours for each completed month of continuous service. This service is in respect of which leave has not been granted.

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## **2. BEREAVEMENT LEAVE**

An employee shall on the death of a wife, husband, father, mother, child, stepchild, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, grandchild, 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 three ordinary days, provided that no payment shall be made in respect of an employee's rostered days off.

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

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

## **3. CARER'S LEAVE**

### (a) Paid Carer's Leave

- (i) In accordance with this subclause, an employee is entitled to use up to a maximum of five days per annum of any current or accrued sick leave entitlement provided for at PART VI – LEAVE AND HOLIDAYS WITH PAY, Clause 6 - Sick Leave of the award for absences to provide care and support for either members of their immediate family or household who need their care and support when they are ill.

For the purposes of this clause part-time employees, who are not in receipt of a loading in lieu of entitlements as specified Part II, Clause 2 shall be entitled to use up to a maximum of one week of any current or accrued sick leave entitlements per annum.

Where a part-time employee's hours of work are not constant the employee's entitlement to carer's leave shall be based on the average number of weekly hours worked by the employee during the 12 month period immediately preceding the commencement of the relevant period of carer's leave or the employee's actual period of service if less than 12 months.

Leave may be taken for part of a single day.

- (ii) If required the employee must establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person.

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- (iii) The entitlement to use sick leave in accordance with this subclause is subject to the person being either:
  - (1) a member of the employee's immediate family, or
  - (2) a member of the employee's household.

The term '**immediate family**' includes:

- (A) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and
  - (B) child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including foster parent, step parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse of the employee.
- (iv) Where practicable the employee must give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and the person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
  - (v) In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

(b) Unpaid Carer's Leave

- (i) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family or household member who is ill.
- (ii) A part-time employee in receipt of a loading in lieu of entitlements to paid leave as specified in PART II – EMPLOYMENT RELATIONSHIP AND RELATED MATTERS, Clause 2 (b) shall be entitled to take a maximum of one week's unpaid carer's leave per annum.

Where a part-time employee's hours of work are not constant the employee's entitlement to unpaid carer's leave shall be based on the average number of weekly hours worked by the employee during the 12 month period immediately preceding the commencement of the relevant period of carer's leave or the employee's actual period of service if less than 12 months.



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#### **4. HOLIDAYS WITH PAY**

- (a) All employees, other than casuals or part-time employees in receipt of a loading in lieu of entitlements as specified in PART II - EMPLOYMENT RELATIONSHIP AND RELATED MATTERS, Clause 2 shall be allowed the following days as paid holidays:

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

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

- (b) Payment for the holidays mentioned in subclause (a) which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when, if it were not for such holiday, the employee had been at work.
- (c) For all time of duty on any of the holidays mentioned in paragraph (a) above, payment shall be made at the rate of double time and one half with a minimum payment as for four hours worked.
- (d) By genuine agreement between an employer and an employee, an alternative day may be observed in lieu of any of the holidays specified in subclause (a). This shall not apply in the case of Christmas Day, Boxing Day, New Years Day and Good Friday.

#### **5. 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.

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- (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.
- (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.

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(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.
- (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 sick 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 sick 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 sick leave, special maternity leave and parental

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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

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

- (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.

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(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.
- (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.

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(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.

(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 - Sick Leave

An employee working part-time under this subclause shall have sick leave entitlements which have accrued under this award (including any entitlements accrued in respect of previous full-time employment) converted into hours.

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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.
- (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).

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(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;
- (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 sick 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.



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- (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, 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.

## **6. SICK LEAVE**

- (a) An employee other than one engaged as a casual or part-time employee in receipt of a loading in lieu of entitlements paid leave as specified in Part II EMPLOYMENT RELATIONSHIP AND RELATED MATTERS, Clause 2, who is absent from work on account of personal illness or on account of injury by accident shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations:

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- (i) The employee shall not be entitled to such leave of absence for any period in respect of which he/she is entitled to workers' compensation.
- (ii) The employee shall, as soon as possible and where practicable within one hour of the commencement of the employees normal working day, inform the employer of his inability to attend for work, and as far as may be practicable, state the nature of the illness or injury and the estimated duration of absence.
- (iii) The employee shall prove to the satisfaction of the employer (or in the event of a dispute, the Industrial Commission), that he/she was unable on account of such illness or injury to attend for work on the day or days for which the sick leave is claimed.
- (iv) The employee shall not be entitled in any year to sick leave credit in excess of 76 hours of ordinary working time.

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

- (b) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a)(iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave shall be credited to the employee and, subject to the conditions hereinbefore prescribed, shall be allowed by that employee in a subsequent year without diminution of the sick leave prescribed in respect of that year.
- (c) An employer shall not be required to make any payment in respect of accumulated sick leave credits to an employee who is discharged or leaves his employment, or for any time an employee is absent from work without producing satisfactory evidence of personal illness.

## **PART VII - DISPUTE RESOLUTION**

### **1. DISPUTES AND GRIEVANCE PROCEDURES**

- (a) General
  - (i) This clause shall apply to disputes in relation to the operation of this award.
  - (ii) Without limitation to the rights of unions under the *Industrial Relations Act, 1984*, the involvement of unions in proceedings under this clause shall be exercised at the request of a member or members.
- (b) Any dispute or grievance shall be dealt with in the following manner:
  - (i) the matter shall first be discussed between the employee and the employee's immediate supervisor;

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- (ii) if not settled the matter shall be discussed between the employee's workplace delegate or representative and the immediate supervisor and the relevant manager.
  - (iii) where such an attempt at settlement has failed, or where the grievance is of such a nature that direct discussion with the immediate supervisor would be inappropriate, the employee may notify an authorised representative of the union. The employee or the union at the request of the employee may then take the matter up with the employer and a meeting shall be arranged to take place as soon as practical after notification to the employer of the grievance.
  - (iv) If the matter is not settled then it will be referred to the Tasmanian Industrial Commission for arbitration
- (c) This clause shall not limit the right to make application to the Tasmanian Industrial Commission at any time in respect of a dispute.

## **PART VIII - OCCUPATIONAL HEALTH AND SAFETY, TOOLS AND AMENITIES**

### **1. CLOTHING**

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

## **PART IX - AWARD COMPLIANCE AND UNION RELATED MATTERS**

### **1. RIGHT OF ENTRY OF UNION OFFICIALS**

Right of entry for a duly accredited union representative shall be in accordance with the provision of Section 77 of the *Industrial Relations Act 1984*.

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## **2. UNION REPRESENTATIVES**

An employee appointed as a union representative in the office or department where employed shall, upon notification to the employer, be recognised as the accredited representative of the union. Such a representative shall be allowed the necessary time during working hours to interview the employer, or the employer's representative, on industrial matters affecting employees represented by the union. The union representative may be accompanied by the appropriate union official.

P C Shelley  
**DEPUTY PRESIDENT**

2 August 2004