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TASMANIAN INDUSTRIAL COMMISSION

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

Tasmanian Trades and Labor Council
[T10230 of 2002]
Private Sector Awards

[T10288 of 2002]
Private Sector Awards

[T10289 of 2002]
Private and Public Sector Awards

FULL BENCH:
PRESIDENT P L LEARY
DEPUTY PRESIDENT R J WATLING
COMMISSIONER T J ABEY

Wage Rates - State Wage Case July 2002 - applications to vary private sector awards in a manner consistent with the Australian Industrial Relations Commission decision in Print PR002002 - Safety Net Review 2002 - Award rates increased by - $18 per week – Wage related allowances increased by 3.55% – Meal allowances increased to $11.90 - Supported Wage increased to $56 per week – Operation ffpp 1 August 2002 – State Minimum Wage determined at $431.40– s.35(1)(b)

DRAUGHTING & TECHNICAL OFFICERS [PRIVATE INDUSTRY] AWARD

ORDER BY CONSENT

No. 1 of 2002
(Consolidated)

CLAUSES 3, 8 AND 9 ARE VARIED AND THE AWARD IS CONSOLIDATED

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1. TITLE

This award shall be known as the "Draughting and Technical Officers (Private Industry) Award".

2. SCOPE

This award applies to the whole of Tasmania to any person or persons, or class of persons, employed in drafting or technical duties and/or other associated duties as hereinunder defined but not including:

Draughting or Technical Officers employed in Federal or State Government Departments or Instrumentalities, Local Government Authorities or Port Authorities and/or Marine Boards, or falling within the scope of the Metal and Engineering Industry Award.

3. ARRANGEMENT

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4. DATE OF OPERATION

This award shall be operative from the first full pay period commencing on or after 1 August 2002.

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

5. SUPERSESSION AND SAVINGS

This award incorporates and supersedes the Draughting and Technical Officers (Private Industry) Award No 1 of 2000 (Consolidated), No. 2 of 2000, and No. 1 of 2001.

Nothing in this award shall be deemed or construed to:

(a) reduce the salary or allowances; or

(b) alter unfavourably the terms and conditions of employment;

applying to any employee immediately prior to 23 October 1989.

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PROVIDED that this clause shall not operate in respect of terms and conditions of employment not covered by provisions of this award.

6. PARTIES AND PERSONS BOUND

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

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

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

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

the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union and the officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope;

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

(i) The Tasmanian Chamber of Commerce and Industry Limited, and

(ii) the Australian Mines and Metals Association (Incorporated).

7. DEFINITIONS

`Principal Technical Officer/Principal Draughting Officer' is an employee who has successfully completed a diploma or the equivalent level of accredited training. Within organisational policy guidelines and objectives a Principal Technical Officer/Principal Draughting Officer:

(a) Performs work requiring mature technical knowledge involving a high degree of autonomy, originality and independent judgement.

(b) Looks after and is responsible for projects and co-ordinating such projects with other areas of the organisation as required by the operation of the organisation.

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(c) Is responsible for the co-ordination of general and specialist employees engaged on projects requiring highly complex and specialised knowledge.

(d) Plans and implements those programs necessary to achieve the objectives of a particular project.

(e) In the performance of the above functions, applies knowledge and/or guidance relevant in any or all of the fields of designing, planning and technical work as required by the company's operation.

(f) Operates within broad statements of objectives without requiring detailed instructions.

(g) Performs work at the above level of skill in a particular technical field.

(h) Has as the overriding feature of his/her employment the ability to perform creative, original work of highly complex and sophisticated nature.

(i) Provides specialised technical guidance to other employees performing work within the same technical field.

`Leading Technical/Draughting Officer' means an employee who works above and beyond an Engineering Associate Level II at Level 9 and has successfully completed 5th year of a part time Diploma or Associate Diploma plus additional training or the equivalent level of accredited training. An employee who is able to perform or co-ordinate work in more than one engineering, scientific or technical field as defined;

or

performs duties in a technical, engineering or scientific field which requires the exercise of judgement and or skill in excess of that required of an Engineering Associate - Level II.

`Principal Supervisor/Trainer/Co-ordinator' means an employee who when engaged at this level:

(a) Possesses a sound knowledge of occupational health and safety, industrial relations and communication processes and is able to use this knowledge in training and leading the work of others.

(b) Possesses a general knowledge and awareness of the administrative, business and marketing strategies of the enterprise. Indicative of the tasks which an employee at this level may perform are as follows:

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plans, writes and delivers training programs for all engineering/production employees, apprentices, trainees, trade and lower technical levels;

plans and directs the work of engineering/production employees especially in new work organisation environments e.g. group work arrangements, CIM production techniques.

`Draughting/Engineering Associate Level II' means an employee who works above and beyond an Engineering Associate at Level 8 and has successfully completed an Associate Diploma or the equivalent of accredited training and is engaged in:

(a) Performing draughting, or planning or technical duties which require the exercise of judgement and skill in excess of that required by an Engineering Associate at Level 8;

or

(b) Possesses the skills of an Engineering Associate Level I in a technical field and exercises additional skills in a different technical field as defined.

The duties listed below are illustrative of those which may be undertaken at this level:

Undertake moderately complex to complex design, project planning and development activities relating to buildings, equipment, systems or facilities.

Undertake complex installation, testing, operation or maintenance activities on buildings, equipment or systems, develop standard methods for installation work.

Undertake complex quality assurance activities.

Plan and organise the work of staff engaged in field trials or surveys, laboratory tests, measurements or investigations, medical technology systems or facilities, address the moderately complex to complex problems encountered.

Undertake complex drafting activities, including design, computation, preparation and production of drawings and charts; provide guidance to and check the work of staff.

Undertake the investigation, evaluation, development or implementation of computer aided drafting systems and technical documentation standards where that work is complex.

Co-ordinate the work of a small team engaged on moderately complex to complex

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drafting or graphic design tasks, check work for accuracy and adherence to standards where appropriate.

Undertake complex activities associated with building works; approve design briefs and ensure standards are met as appropriate.

Undertake complex research, development or implementation of new and specialised techniques, systems and production processes; prepare associated instructions for users.

Co-ordinate and direct planning, estimating, procurement and progressing activities in an establishment; investigate and remedy more important production problems.

`Draughting/Engineering Associate Level I' means an employee who works above and beyond a technician at Level 7 and has successfully completed 3rd year part-time of an Associate Diploma or the equivalent level of accredited training and is engaged in:

(a) Making of major design drawings or graphics or performing technical duties in a specific field of engineering, laboratory or scientific practice such as research design, testing, manufacture, assembly, construction, operation, diagnostics and maintenance of equipment facilities or products, including computer software, quality processes, occupational health and safety and/or standards and plant and material security processes and like work;

or

(b) planning of operations and/or processes including the estimation of requirements of staffing, materials cost and quantities and machinery requirements, purchasing materials or components, scheduling, work study, industrial engineering and/or materials handling processes.

The duties listed below are illustrative of those which may be undertaken at this level:

Undertake moderately complex design, project planning or development tasks or activities relating to building or civil facilities, components, circuits, equipment, systems or engineering facilities; as necessary, undertake associated investigations.

Undertake moderately complex installation, testing, operation, modification or maintenance tasks or activities on equipment or systems; formulate moderately complex maintenance programs.

Undertake moderately complex quality assurance tasks or activities.

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Undertake moderately complex technical tasks associated with trials, tests, measurements, experiments, reviews, investigations or inspections in the field or laboratory, including associated calculations and analysis.

Undertake moderately complex drafting activities including those related to electronic, mechanical, building or mapping systems using conventional or computer aided drafting systems; prepare associated computations.

Undertake moderately complex feasibility, experimental or design tasks or activities.

Undertake investigations, formulate design briefs, undertake planning and prepare building proposals for moderately complex civil and building works; recommend approval of sketch plans; oversee building works.

Prepare or amend moderately complex technical data in the form of drawings, illustrations, specifications, handbooks, manuals, instructions or calculations.

Specify design requirements, prepare estimates, specifications or schedules of quantities for moderately complex projects; arrange for the work to be undertaken or within approved expenditure limits.

Undertake moderately complex planning tasks or activities; liaise on production problems; co-ordinate the preparation of planning data, design briefs and associated activities required for laboratory, production or workshop.

`Draughting Technician Level V/Engineering Technician Level V' is an employee who has completed:

an advanced Certificate;
or 15 modules of an Associate Diploma;
or equivalent accredited training;

and is engaged in one of the following areas to the extent of that training:

(a) Undertakes draughting or planning or technical duties which require the exercise of judgement and skill in excess of that required of; or

(b) exercises a level of cross skilling in technical fields as defined consistent with the training and experience at this level.

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The duties listed below are illustrative of those which may be undertaken at this level:

Undertake straightforward development tasks or activities relating to components, circuits, assemblies, equipment, systems or building and civil facilities, as necessary undertake associated investigations.

Undertake straightforward installation, testing, operation or maintenance tasks or activities on equipment, systems or buildings.

Undertake straightforward quality assurance tasks or activities.

Undertake straightforward technical tasks or activities associated with trials, experiments, reviews, investigations or inspections in the field or laboratory, including the setting up, calibration, maintenance or operation of equipment, assist in the evaluation of results.

Undertake straightforward preparation of samples, specimens, sections, reagents, media, medications or apparatus.

Undertake straightforward drafting or mapping tasks or activities using a range of equipment, including computer aided technology, carry out associated inspections and investigations.

Undertake straightforward data acquisition or maintenance; check accuracy of source data.

Formulate straightforward estimates or specifications; undertake straightforward planning and prepare straightforward building proposals for building works; recommend approval of sketch plans, provide limited oversighting of building works to ensure requirements are met.

Undertake straightforward project planning tasks or activities; prepare straightforward planning data for production or workshop tasks or activities; monitor related flows of information.

Undertake straightforward technical tasks or activities associated with the procurement, usage studies, distribution control or methods of handling of equipment and materials.

`Draughting Technician Level IV'/Engineering Technician Level IV' is an employee who has completed:

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12 modules of an Advanced Certificate;
or 12 modules of an Associate Diploma;
or equivalent accredited training;

and is engaged in one of the following areas to the extent of that training:

(a) Detailed draughting involving originality of thought which requires the exercise of judgement and skill in excess of that required of a Technician at Level 3 under the supervision of Technical and/or professional staff; or

(b) is engaged in planning or technical duties requiring judgement and skill in excess of that required of a technician at Level 5 under the supervision of technical and/or professional staff; or

(c) exercises a level of cross skilling in technical fields as defined.

The duties listed below are illustrative of those which may be undertaken at this level.

Under supervision and with limited technical guidance, undertakes straightforward data acquisition and maintenance.

With supervision undertakes straightforward development tasks or activities relating to components, circuits, assemblies, equipment, systems or building and civil facilities; as necessary, undertake associated investigations.

With supervision undertakes straightforward installation, testing, operation or maintenance tasks or activities on equipment, systems or buildings.

With supervision undertakes straightforward quality assurance tasks or activities.

With supervision undertakes straightforward technical tasks or activities associated with trials, experiments, reviews, investigations or inspections in the field or laboratory, including the setting up, calibration, maintenance or operation of equipment; assist in the evaluation of results.

With supervision undertakes straightforward data acquisition or maintenance; check accuracy of source data.

With supervision formulate straightforward estimates or specifications; undertake straightforward planning and prepare straightforward building proposals for

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building works; recommend approval of sketch plans; provide limited oversighting of building works to ensure requirements are met.

With supervision undertakes straightforward project planning tasks or activities; prepare straightforward planning data for production or workshop tasks or activities; monitor related flows of information.

With supervision undertakes straightforward technical tasks or activities associated with the procurement, usage studies, distribution control and methods of handling of equipment and materials.

With supervision undertakes preparation of samples, specimens, sections, reagents, media, medications or apparatus.

With supervision undertakes straightforward drafting or mapping tasks or activities using a range of equipment, including computer aided technology; carry out associated inspections and investigations.

`Draughting Technician Level III/Engineering Technician Level III' is an employee who has completed:

an appropriate Post Trade Certificate;
or 9 modules towards an Advanced Certificate;
or 9 modules towards an Associate Diploma;
or equivalent accredited training

and is engaged in one of the following areas to the extent of that training:

(a) Is engaged in detail draughting or planning or technical duties requiring judgement and skill in excess of that required of a technician at Level 4 under the supervision of technical staff; or

(b) possesses a level of training and/or experience at Level 4 and exercises cross-skilling in technical fields as defined.

The duties listed below are illustrative of those which may be undertaken at this level:

With technical support, undertake straightforward tasks relating to component circuits, assemblies or equipment.

With technical support, undertake straightforward tests, measurements, procedures or investigations; analyse technical data where analysis is

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straightforward; prepare associated reports.

With technical support, undertake straightforward quality assurance or control tasks.

With technical support, undertake straightforward technical tasks associated with trials, experiments, reviews, investigations or inspections in the field, laboratory or workshop, including the straightforward setting up, calibration, installation, maintenance, operation or testing of equipment; assist in the evaluation of results.

With technical support, undertake straightforward preparation of specimens, reagents, media, medication and apparatus.

With technical support, undertake straightforward drafting or mapping tasks.

With technical support, undertake straightforward data acquisition and maintenance.
With technical support, prepare straightforward estimates relating to technical work.

With technical support, undertake straightforward layouts or drawings of components, equipment or systems; undertake associated computations or production of estimates; and

With technical support, prepare straightforward planning data and production orders for production or workshop tasks; monitor related flows of information.

`Draughting Technician Level II/Engineering Technician Level II' is an employee who has completed:

66% of the modules towards a Post Trade Certificate;
or 6 modules towards an Advanced Certificate;
or 6 modules towards an Associate Diploma;
or equivalent accredited training;

and is engaged in one of the following areas to the extent of that training:

Is engaged in detail draughting or planning or technical work which requires the exercise of judgement and skill in excess of that required of an employee at Level 3 under the supervision of technical staff.

The duties listed below are illustrative of those which may be undertaken at this level.

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With technical guidance, undertake straightforward tasks relating to component circuits, assemblies or equipment.

With technical guidance, undertake straightforward tests, measurements, procedures or investigations; analyse technical data where analysis is straightforward; prepare associated reports.

With technical guidance, undertake straightforward quality assurance or control tasks.

With technical guidance, undertake straightforward technical tasks associated with trials, experiments, reviews, investigations or inspections in the field, laboratory or workshop, including the straightforward setting up, calibration, installation maintenance, operation or testing of equipment; assist in the evaluation of results.

With technical guidance, undertake straightforward preparation of specimens, reagents, media, medications and apparatus.

With technical guidance, undertake straightforward drafting or mapping tasks.

With technical guidance, prepare straightforward estimates relating to technical work.

With technical guidance, undertake straightforward layouts or drawings of components, equipment or systems; undertake associated computations or production of estimates; and
With technical guidance, prepare straightforward planning data and production orders for production or workshop tasks; monitor related flows of information.

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`Draughting Technician Level I/Engineering Technician Level I' is an employee who has completed:

33% of the modules towards a Post Trade Certificate;
or 3 modules towards an Advanced Certificate;
or 3 modules towards an Associate Diploma;
or equivalent accredited training;

and is engaged in one of the following areas to the extent of that training:

Is engaged in detail draughting or routine planning or technical tasks requiring technical knowledge.

The duties listed below are illustrative of those which may be undertaken at this level.

With close technical guidance, undertake straightforward tasks relating to component circuits, assemblies or equipment.

With close technical guidance, undertake straightforward tests, measurements, procedures or investigations; analyse technical data where analysis is straightforward; prepare associated reports.

With close technical guidance, undertake straightforward quality assurance or control tasks.

With close technical guidance, undertake straightforward technical tasks associated with trials, experiments, reviews, investigations or inspections in the field, laboratory or workshop, including the straightforward setting up, calibration, installation, maintenance, operation or testing of equipment; assist in the evaluation of results.

With close technical guidance, undertake straightforward preparation of specimens, reagents, media, medications and apparatus.

With close technical guidance, undertake straightforward drafting or mapping tasks.

With close technical guidance, undertake straightforward data acquisition and maintenance.

With close technical guidance, prepare straightforward estimates relating to technical work.

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With close technical guidance, undertake straightforward layouts or drawings of components, equipment or systems; undertake associated computations or production of estimates; and

With close technical guidance, prepare straightforward planning data and production orders for production or workshop tasks; monitor related flows of information.

`Draughting Assistant Level II/Technical Assistant Level II' is an employee who has completed:

year 12 at High School;
year 11 at High School plus an appropriate bridging course;
or accredited training;

and is engaged in one of the following areas to the extent of that training:

Under close supervision and technical guidance performs specified arithmetic computations, using standard tables, substituting in formulas and programmed computing aids;

Abstracts and compiles specified data from records or other sources such as specifications and drawings;

Assists in the assembly, installation or operation of equipment, instruments or facilities by performing specified manual tasks.

Operates simple test instruments and controls during tests, makes simple adjustments and records data.

Prepare basic plans, drawings, charts, maps and graphs.

Trace and amend maps, plans and drawings.

Assist with the preparation of estimates, specifications or schedules of quantities.

Performs hand colouring, type sticking and negative retouching and annotate plans or maps.

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`Draughting Assistant Level I/Technical Assistant Level I' is an employee who has completed:

year 10 at High School;
is capable of assisting in a draughting, planning or technical environment;

and is engaged in one of the following areas to the extent of that training:

be able to perform general office duties under instruction;
be able to work in a team environment;
be aware of safe working practices;
undertake simple relief shading.

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8. WAGE RATES

(a) Adult employees shall be paid in accordance with the following classification structure which shall be read in conjunction with the classification definitions contained in Clause 7 - Definitions.

Classifications	Relativity Level 2 %	Base Rate $	Safety Net Adjustment $	Salary Per Annum $
Level 1 Draughting Assistant Level I/ Technical Assistant Level I	92.4	20045	5512	25557
Level 2 Draughting Assistant Level II/ Technical Assistant Level II	100	21694	5616	27310
Level 3 Draughting Technician Level I/ Engineering Technician Level I	105	22779	5616	28395
Fourth year of service	2% per annum additional to Level 3			
Thereafter	7% per annum additional to Level 3			
Level 4 Draughting Technician Level II/ Engineering Technician Level II	110	23863	5616	29479
Level 5 Draughting Technician Level III/ Engineering Technician Level III	115	24948	5512	30460
Level 6 Draughting Technician Level IV/ Engineering Technician Level IV	125	27118	5512	32630
Level 7 Draughting Technician Level V/ Engineering Technician Level V	130	28202	5512	33714
Level 8 Draughting/Engineering Associate Level I	135	29287	5512	34799

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Classifications	Relativity Level 2 %	Base Rate $	Safety Net Adjustment $	Salary Per Annum $
Level 9 Draughting/Engineering Associate Level II -				
on commencement	105	22779	5616	28395
after 1 yrs experience	115	24948	5512	30460
after 2 yrs experience	130	28202	5512	33714
after 3 yrs experience	135	29287	5512	34799
after 4 yrs experience	145	31456	5512	36968
Level 10 Leading Technical/ Draughting Officer; Principal Supervisor/ Trainee/Co-ordinator	150	32541	5512	38053
Level 11 Principal Technicial Officer Principal Draught Officer	160	34710	5408	40118

(b) Annual Salary

PROVIDED that an employer and employee classified Draughting Technician and above may agree on a salary, other than that specified for the appropriate classification in Clause 8 - Wage Rates herein, on the understanding that such salary contains an element compensating in whole or part for entitlements which would otherwise accrue under Clause 17 - Holiday and Sunday Work, Clause 21 - Mixed Functions, Clause 25 - Overtime, and Clause 29 - Shift Work, of this award.

PROVIDED FURTHER that any such salary must amount to not less than the employee would have been entitled to under the above award provisions.

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(c) Trainees

(i) Operation

The provisions of this subclause shall apply to trainees engaged in all areas of this award.

(ii) Definition

A trainee shall mean an employee of less than 21 years of age who is undergoing, and proves to the trainee's employer when requested, that the trainee is continuing an Associate Diploma's course appropriate to the trainee's work prescribed by the Education Department or any course at least equivalent thereto.

(iii) Rate of Pay

Trainees shall receive, as minimum rates of pay, the following percentage of salary per annum prescribed from time to time for Level 2, Draughting/Technical Assistant Level II:-

PROVIDED that when determining the amount payable to an employee attaining the age of 21 years, who has been employed under this award, as a junior, experience obtained after reaching the age of 18 years shall be counted as adult experience.

Years of Age	Percentage %
17 years and under	52
18 years of age	62
19 years of age	75
20 years of age	88

In calculating the rates, the amounts shall be taken to the nearest 10 cents, half or less than half to be disregarded.

(iv) Proportion

The proportion of trainees who may be employed by any employer shall not exceed one trainee to every two or fraction of two adults in that area in which the trainee is employed under this division.

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(v) Payment of Fees

A trainee who attends in any one year not less than 80 per cent of the maximum possible attendances of the approved course at the training institution at which he/she is pursuant his/her course of study, and passes the annual examinations in that year, or, if there is no examination, receives a satisfactory report, shall be reimbursed by his/her employer all fees paid by him/her for that course during that year. In the case of a trainee who complies with the foregoing requirement for attendances and who passes or receives a satisfactory report in proportion of the subjects taken by him/her in any year, the employer shall reimburse a like proportion of fees.

The employer shall not, however, be required to reimburse fees or a proportion thereof for more than one year in excess of the period prescribed by the training institution for the approved course.

PROVIDED that where a trainee is in the employ of more than one employer in any one school year, then the last such employer shall be liable only for the payment of fees pro rata to the period of employment with the employer.

(vi) Daytime Schooling

Trainees shall be allowed reasonable time (not exceeding an average of eight hours per week during a school term) for the purpose of attending classes in connection with the appropriate associate diploma course.

(d) Junior Employees Not Undertaking an Appropriate Course of Study

Employees so classified shall receive, as minimum rates of pay, the following percentage of the salary per annum prescribed from time to time for Level 1 - Draughting/Technical Assistant Level 1:-

PROVIDED that when determining the amount payable to an employee attaining the age of 21 years, who has been employed under this award, as a junior, experience obtained after reaching the age of 18 years shall be counted as adult experience.

Years of Age	Percentage %
17 years and under	52
18 years of age	62
19 years of age	75
20 years of age	88

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In calculating the rates, the amounts shall be taken to the nearest dollar, half or less than half disregarded.

(e) 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.

PROVIDED FURTHER 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.

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(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%

PROVIDED that the minimum amount payable shall be not less than $56 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

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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.

(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).

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(3) The minimum amount payable to the employee during the trial period shall be no less than $56 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.

(f) 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 Clause 8(e) Supported Wage System is $431.40 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.

(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)

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(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 sick 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 2002 State Wage Case Decision (T10230 of 2002) and all previous safety net and state wage case adjustments.

9. ALLOWANCE FOR THE APPLICATION OF TECHNICAL COMPUTING EQUIPMENT

An allowance of $1277 per annum shall be paid to any employee who is required to use technical computing equipment (as defined) to perform work of a complex nature. Work of a complex nature includes:

(a) the application of new concepts in their field of work, including the use of three-dimensional projections;

(b) the development of specialised programs for technical computing applications;

(c) system development, including the evaluation of existing and alternative systems or ancillary software and/or hardware;

(d) the provision of training on the system for users, including the development and/or evaluation of self-learn and/or teaching methods or software packages.

Technical computing equipment is defined as computer hardware, (including personal computers, microcomputers, minicomputers or mainframe computers) using software (including design, engineering, planning or data base programs), which are used for technical and/or engineering applications, including design, drafting, planning, quality control, machine programming, NC programming and engineering analysis.

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This allowance is not payable for routine or repetitive functions, or where the system is used merely as an aid

10. ANNUAL LEAVE

(a) Period of Leave

(i) Day Workers

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

(ii) Shift Workers

In addition to the leave hereinbefore prescribed seven-day shift workers, who are rostered to work regularly on Sundays and holidays shall be allowed 38 hours additional leave.

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 paragraph (i) increased by four hours for each month he is continuously engaged.

(b) Annual Leave Exclusive of Public Holidays

(i) Subject to this subclause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by Clause 18 - Holidays with Pay of this award, and if any such holiday falls within an employee's period of annual leave and is observed on a day which, in the case of that employee, would have been an ordinary working day, there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

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

(c) Broken Leave

The annual leave shall be given and taken in one or two continuous periods. If

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the annual leave is given in two continuous periods, then one of those two periods must be of at least 21 consecutive days, including non-working days.

PROVIDED that, if the employer and an employee so agree, the annual leave entitlement may be given and taken in two separate periods neither of which is at least 21 consecutive days, including non-working days, or in three separate periods.

(d) Calculation of Continuous Service

For the purpose of this clause, service shall be deemed to be continuous notwithstanding:

(i) any interruption or determination of the employment by the employer, if such interruption or determination has been made 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, and in calculating the period of 12 months' continuous service, absence on account of personal sickness or accident to the extent of 91 days in any 12 months shall be deemed to be part of the period of continuous service;

(iii) any absence with reasonable cause proof whereof shall be upon the employee or leave lawfully granted by the employer, but such absence shall not be taken into account in calculating the period of 12 months' continuous service.

(e) Proportionate Leave on Termination of Service

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

12.666 hours for each completed month of continuous service.

(f) Payment in Lieu Prohibited

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

(g) Payment for Period of Leave

Each employee before going on leave shall be paid the amount of wage he would

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have received in respect of the ordinary time which he/she would have worked had he/she not been on leave during the relevant period, plus a loading equal to 17.5% of the amount paid in respect of annual leave.

(h) Calculation of Service

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

(i) Time of Taking Leave

Annual leave shall be given at a time fixed by the employer within a period not exceeding 6 months from the date when the right to annual leave accrued. Where practicable, and unless otherwise mutually arranged between the employer and the employee, at least 2 weeks notice shall be given to the employee that his/her annual leave is to be taken.

(j) Disputes

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

11. CERTIFICATE OF SERVICE

Upon termination of employment, the employer, when requested by the employee, shall provide him/her with a certificate of service stating length of service, duties performed and classification of office.

12. COMPASSIONATE LEAVE

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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 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.

13. CONTRACT OF EMPLOYMENT

(a) Weekly Employment

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

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

(iii) An employee not attending for duty shall, except as provided in Clause 30 - Sick Leave, hereof, lose his/her pay for the actual time of such non-attendance.

(b) Part-time Employment

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(i) An employee may be engaged by the week to work on a part-time basis for a constant number of hours which having regard to the various ways of arranging ordinary hours shall average less than 38 hours per week.

(ii) An employee so engaged shall be paid per hour one thirty-eighth of the weekly rate prescribed by Clause 8 - Wage Rates, for the classification in which the employee is engaged.

(iii) An employee engaged on a part-time basis shall be entitled to payments in respect of annual leave, public holidays and sick leave arising under this award on a proportionate basis.

(c) Casual Employment

(i) A casual employee, for working ordinary time shall be paid 20 per cent above the equivalent hourly rate of the weekly rate prescribed by this award for the work which he/she performs.

(ii) A casual employee is one engaged and paid as such. He/She shall not be entitled to payment for public holidays not worked or sick pay.

(d) Flexibility

(i) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote deskilling.

(ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

(e) Late Comers

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

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

14. DISPUTES AND GRIEVANCE PROCEDURE

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

(a) The matter shall first be discussed between the employee and his/her work supervisor.

(b) If not settled the matter shall be discussed between the employee's delegate and work supervisor and the manager.

(c) If not settled the matter shall be referred to the Branch Secretary of the union for discussions between the appropriate union representatives and management representatives.

(d) If the matter is not settled it shall be submitted to the Tasmanian Industrial Commission for determination.

(e) While the above procedure is followed, industrial action will be avoided and the "status quo" in existence prior to the dispute shall be maintained.

(f) where a bona fide safety issue is involved, the parties shall give immediate priority to resolving the issue. In resolving the issue, the parties shall give regard to recognised safety standards and any relevant legislation.

15. EMPLOYEE REPRESENTATIVE

An employee appointed employee representative in the office or department in which he/she is employed shall, upon notification thereof to his/her employer, be recognised as the accredited representative of the union to which he/she belongs and he/she shall be allowed the necessary time during working hours to interview the employer or his/her representative on matters affecting employees whom he/she represents.

PROVIDED that an employee representative shall not unnecessarily call meetings or disrupt production on work continuity in the performance of his/her union duties.

16. FARES, TRAVELLING EXPENSES AND TRAVELLING TIME

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An employee shall be reimbursed all reasonable expenses incurred whilst travelling on his/her employer's business including where appropriate excess travelling time not provided for by Clause 25 - Overtime.

`Excess travelling time' shall mean time spent in travelling which is in excess of the time normally taken by an employee in travelling from home to work and return.

Where the employee, by agreement with the employer uses his/her own vehicle he/she shall be paid an allowance in accordance with Clause 22 - Motor Allowance.

17. HOLIDAY AND SUNDAY WORK

(a) An employee not engaged on continuous shift work shall be paid at the rate of double time for work done on Sundays and public holidays such double time to continue until he/she is relieved from duty.

(b) An employee, other than a casual employee, not engaged in continuous shift work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work shall on being relieved from duty be entitled to be absent until he/she has had 8 consecutive hours off duty without deduction of pay for ordinary time off duty occurring during such absence.

(c) Employees, other than on shift work required to work on Sundays or public holidays shall be paid for a minimum of 3 hours work.

18. HOLIDAYS WITH PAY

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

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

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

(c) Payment to an employee for work performed on holidays mentioned in subclause (a) shall be at the rates prescribed elsewhere in this award.

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19. HOURS OF EMPLOYMENT

(a) Subject to the exceptions, hereinafter provided, the ordinary hours of work shall be an average of 38 hours per week to be worked on one of the following bases:

(i) 38 hours within a work cycle not exceeding 7 consecutive days, or

(ii) 76 hours within a work cycle not exceeding 14 consecutive days, or

(iii) 114 hours within a work cycle not exceeding 21 consecutive days, or

(iv) 152 hours within a work cycle not exceeding 28 consecutive days.

(v) For the purposes of this clause any other work cycle during which a weekly average of 38 ordinary hours are worked as may be agreed by the parties.

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

(c) The ordinary hours of work prescribed herein shall be continuous, except for meal breaks, at the discretion of the employer between the hours of 6.00am and 6.00pm.

(d) The ordinary hours of work shall not exceed ten in one day.

PROVIDED that in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.

(e) In each establishment an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned, the objective being to reach agreement on the method of implementation.

However in the event of an employer and the majority of employees of the business being unable to reach an agreement on the method of implementation the resolution of the matter shall be dealt with in accordance with Clause 14 - Disputes and Grievance Procedure of this Award.

20. MISCELLANEOUS

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(a) Lockers

The employer shall provide each employee with a locker or drawer with a lock and key wherein the equipment ordinarily required for the performance of his/her duties may be kept, and the employer shall thereby be relieved of responsibility for loss of such equipment except in the case of fire.

(b) Work in Abnormal Conditions

Where an employee is required to work in abnormal conditions as to temperature, height, dirt, oil, wetness, danger and the like, such reasonable precautions shall be taken by the employer as may be necessary to facilitate the employee carrying out his/her duties with a maximum of safety and such employee shall be provided with all special clothing required for any such abnormal conditions.

(c) Damaged Clothing or Equipment

Where an employee as a result of performing any duty required by the employer, and as a result of negligence of the employer, suffers any damage to or soiling of clothing or other personal equipment, including spectacles and hearing aids, the employer shall be liable for the replacement, repair or cleaning of such clothing or personal equipment including spectacles and hearing aids.

(d) Lighting

Lighting shall be maintained at a minimum of 600 lux measured at the surface of the drawing board whilst in a horizontal position and at a minimum of 400 lux in general areas consistent with the SAA code on Interim Lighting and the Visual Environment - AS1680.

(e) Notice Boards

Where it is not practicable for members of MEWU to have easy access to a general notice board in the employer's establishment, the employer shall erect in a prominent position in his/her premises a notice board of reasonable dimensions or a number of such notice boards, reasonable in the circumstances, upon which accredited association representatives shall be permitted to post MEWU notices signed by the secretary or an organiser of MEWU or by the representative posting them. Any notice posted on a notice board not so signed may be removed by an accredited association representative or by the employer.

(f) Equipment

An employee shall not be required to provide more than the following items of equipment - compasses, two set squares, a protractor, a 300mm rule and a

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hand-held pocket calculator.

21. MIXED FUNCTIONS

(a) An employee who is called upon to perform work of a lower grade than that in which he/she is normally engaged, shall suffer no reduction of salary on that account.

(b) An employee who is called upon to perform work of a higher grade than that in which he/she is normally engaged shall be paid for the time so employed at the rate of the first year of the grading of the employee whose duties he/she is performing.

22. MOTOR ALLOWANCE

An employee who by agreement with his/her employer uses his/her own motor vehicle on the employer's business shall be paid an allowance of 31.0 cents per kilometre travelled.

23. NOTIFICATION OF CLASSIFICATION

(a) All employees covered by this award shall be given written notification by their employer of their classification and number of years credited service within that classification within:

(i) two weeks of being engaged by their employer;

(ii) two weeks of entering into a classification or a promotion coming within the scope of this award.

PROVIDED that the automatic progression of an employee through the years of experience as expressed in the one classification shall not be deemed as coming within (ii) of this subclause.

(b) Further, a notification given to an employee on entry into a classification coming within a scope of this award shall positively identify the designation of the employee with his/her credited "year of experience".

24. OCCUPATIONAL SUPERANNUATION

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(a) Employers shall make superannuation contributions in respect of eligible employees as defined on the following basis:

3% of ordinary weekly salary as expressed in Clause 8 - Wage Rates, of this award.

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.

(b) Definitions

(i) **`Eligible employee'** means an employee with a minimum of two weeks' service in the case of a weekly or part-time employee.

In the case of casual employees, a superannuation payment equivalent to 3% of ordinary time earnings shall be made on each occasion a casual employee works at least 76 hours in each calendar month.

(ii) **`Approved fund'** shall mean a superannuation fund or scheme approved in accordance with the Commonwealth Operational Standards for Occupational Superannuation Funds.

(c) Fund

Contributions determined in accordance with subclause (a) hereof shall, subject to subclause (d) be made to Tasplan.

(d) An employer who at the date of operation of this award is already making contributions to an approved superannuation fund or scheme shall be exempted from the nominated fund provided that the names of those employers and the funds or schemes to which contributions are being made shall be included in this award no later than 1 December 1989.

(i) The employers set out hereunder, who provide occupational superannuation into a fund approved by the Tasmanian Industrial Commission shall be exempted from the provisions of subclause (c) of this clause:

Company	**Fund**
Featherby Kingston Pty Ltd	AMP Super Leader Fund
Blythe, Yeung and Menzies	AMP Super Leader Fund

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Tasmanian Alkaloids Pty Ltd	Johnson & Johnson Retirement Benefit Plan
Johnston McGee and Gandy Pty Ltd	Market Leaders Fund - SMF Funds Management Ltd.

(e) Employers who have not previously been contributing for occupational superannuation and who wish to use a fund other than Tasplan must seek exemption from the Tasmanian Industrial Commission no later than 1 December 1989. Such exemptions shall only be granted to approved fund as defined.

25. OVERTIME

(a) For all work done outside ordinary hours the rates of pay shall be time and a half for the first 3 hours and double time thereafter, such double time to continue until the completion of the overtime work.

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

(b) Rest Period After Overtime

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

An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least 10 consecutive hours off duty between those times shall subject to this subclause be released after completion of such overtime until he/she has had 10 consecutive hours off duty without loss of pay for ordinary work occurring during such absence.

If on the instructions of his/her employer such an employee resumes or continues work without having had such 10 consecutive hours off duty he/she shall be paid at double rates until he/she is released from duty for such period and he/she shall be entitled to be absent until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(c) Call Back

An employee recalled to work overtime after leaving his/her employer's business

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premises (whether notified before or after leaving the premises) shall be paid for a minimum of 4 hours work at the appropriate rate for each time he/she is so recalled.

PROVIDED that, except in the case of unforeseen circumstances arising the employee shall not be required to work the full 4 hours if the job he/she was recalled to perform is completed within a shorter period.

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

Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause (b) of this clause where the actual time worked is less than 4 hours on such recall or on each of such recalls.

(d) Saturday Work

An employee required to work overtime on a Saturday shall be afforded at least 3 hours work or paid for 3 hours at the appropriate rate except where such overtime is continuous with overtime commenced on the previous day.

(e) Standing-by

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

(f) Meal Hours - General

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

(g) Meal Time

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

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to work after such meal time.

PROVIDED that where an employee day worker 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.

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

An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.

(h) Tea Money

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

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

If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised he/she shall be paid as above prescribed for meals which he/she has provided but which are surplus.

(i) Transport of Employees

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

(j) Requirement to Work Reasonable Overtime

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

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requirement. The assignment of overtime by an employer to an employee shall be based on specific work requirements and the practice of "one in, all in" overtime shall not apply.

(k) Time Off in Lieu

As may be mutually agreed between the employer and the employee, the employer may compensate the employee for all authorised time worked regularly in excess of normal hours of duty by the granting of time off in lieu.

26. PARENTAL LEAVE

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

PART A - MATERNITY LEAVE

(a) Nature of Leave

Maternity leave is unpaid leave.

(b) Definitions

For the purpose of this part:

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

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

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

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

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

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

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

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

(c) Eligibility for Maternity Leave

(i) An employee who becomes pregnant, upon production to her employer of the certificate required by subclause (d) hereof, shall be entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

(ii) Subject to subclauses (f) and (i) hereof the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.

(iii) The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

(d) Certificate

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

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

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

(e) Notice Requirements

(i) An employee shall, not less that ten weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in paragraph (d)(i).

(ii) An employee shall give not less than four weeks notice in writing to her employer of the date upon which she proposes to commence maternity leave

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stating the period of leave to be taken and shall, at the same time, produce to her employer the statutory declaration referred to in paragraph (d)(ii).

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

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

(f) Transfer to a Safe Job

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

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

(g) Variation of Period of Maternity Leave

(i) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under subclause (c) hereof:

(1) the period of maternity leave may be lengthened once only by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened;

(2) the period may be further lengthened by agreement between the employer and the employee.

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

(h) Cancellation of Maternity Leave

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

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

(i) Special Maternity Leave and Sick Leave

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

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

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

(ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under subclause (c) hereof.

(iii) For the purposes of subclauses (j), (k) and (l) hereof, maternity leave shall include special maternity leave.

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

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

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

(j) Maternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave including leave taken under this part, does not exceed the period to which the employee is entitled under subclause (c) hereof, an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.

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

(k) Effect of Maternity Leave on Employment

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

(l) Termination of Employment

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

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

(m) Return to Work After Maternity Leave

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

(ii) An employee, upon returning to work after maternity leave or the expiration of the notice required by paragraph (i) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (f) hereof, to the position which she held immediately before such transfer or in relation to an employee who has worked part-time during the

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pregnancy the position she held immediately before commencing such part-time work.

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

(n) Replacement Employees

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

(ii) Before an in order to replace an employee exercising her rights under this part, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

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

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

PART B - PATERNITY LEAVE

(a) Nature of Leave

Paternity leave is unpaid leave.

(b) Definitions

For the purpose of this part:

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

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

`Child' means a child of the employee or the employee's spouse under the age of

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one year.

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

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

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

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

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

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

(c) Eligibility for Paternity Leave

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

(i) an unbroken period of up to one week at the time of confinement of his spouse;

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

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

(d) Certification

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

(i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date of which the birth took place;

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(ii) in relation to any period to be taken under paragraph (c)(ii) hereof, a statutory declaration stating:

(1) he will take that period of paternity leave to become the primary care-giver of the child;

(2) particulars of any period of maternity leave sought or taken by his spouse; and

(3) for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

(e) Notice Requirements

(i) The employee shall, not less than ten weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in subclause (d) hereof.

(ii) The employee shall not be in breach of this subclause as a consequence of failure to give the notice required in paragraph (i) hereof if such failure is due to:

(1) the birth occurring earlier than the expected date; or

(2) the death of the mother or the child; or

(3) other compelling circumstances.

(iii) The employee shall immediately notify his employer of any change in the information provided pursuant to subclause (d) hereof.

(f) Variation of Period of Paternity Leave

(i) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under subclause (c) hereof:

(1) the period of paternity leave provided by paragraph (c)(ii) may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;

(2) the period may be further lengthened by agreement between the employer and the employee.

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

(g) Cancellation of Paternity Leave

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

(h) Paternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this part, does not exceed the period to which the employee is entitled under subclause (c) hereof, an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during his absence on paternity leave.

(i) Effect of Paternity Leave on Employment

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

(j) Termination of Employment

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

(ii) An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(k) Return to Work after Paternity Leave

(i) An employee shall confirm his intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by paragraph (c)(ii) hereof.

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(ii) An employee, upon returning to work after paternity leave or the expiration of the notice required by paragraph (i) hereof, shall be entitled to the position which he held immediately before proceeding on paternity leave, or in relation to an employee who has worked part-time under this clause to the position he held immediately before commencing such part-time work.

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

(l) Replacement Employees

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

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

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

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

PART C - ADOPTION LEAVE

(a) Nature of Leave

Adoption leave is unpaid leave.

(b) Definitions

For the purpose of this part:

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

`Child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or stepchild of the employee or of the spouse of the employee or a child who has previously lived

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continuously with the employee for a period of six months or more.

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

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

`Spouse' includes a de facto spouse.

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

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

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

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

(c) Eligibility

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

(i) an unbroken period of up to three weeks at the time of the placement of the child;

(ii) an unbroken period of up to 52 weeks from the time of the child's placement in order to be the primary care-giver of the child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. This entitlement of up to 52 weeks shall be reduced by:

(1) any period of leave taken pursuant to paragraph (i) hereof; and

(2) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse;

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

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(d) Certification

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

(i) (1) A statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or

(2) A statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.

(ii) In relation to any period to be taken under paragraph (c)(ii) hereof, a statutory declaration stating:

(1) the employee is seeking adoption leave to become the primary care-giver of the child;

(2) particulars of any period of adoption leave sought or taken by the employee's spouse; and

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

(e) Notice Requirements

(i) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within two months of such approval, shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.

(ii) An employee who commences employment with an employer after the date of approval for adoption purposes shall notify the employer thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave.

(iii) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement, give notice in writing to the employer of such date, and of

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the date of the commencement of any period of leave to be taken under paragraph (c)(i) hereof.

(iv) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under paragraph (c)(ii) hereof give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(v) An employee shall not be in breach of this part as a consequence of failure to give the stipulated period of notice in accordance with paragraphs (iii) and (iv) hereof if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

(f) Variation of Period of Adoption Leave

(i) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under subclause (c) hereof:

(1) the period of leave taken under paragraph (c)(ii) hereof may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;

(2) the period may be further lengthened by agreement between the employer and employee.

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

(g) Cancellation of Adoption Leave

(i) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.

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

(h) Special Leave

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

(i) Adoption Leave and Other Entitlements

(i) Provided the aggregate of any leave, including leave taken under this part, does not exceed the period to which the employee is entitled under subclause (c) hereof, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which he or she is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.

(j) Effect of Adoption Leave on Employment

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

(k) Termination of Employment

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

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

(l) Return to Work After Adoption Leave

(i) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by paragraph (c)(ii) hereof.

(ii) An employee, upon returning to work after adoption leave, shall be entitled to the position held immediately before proceeding on such leave or in relation to an employee who has worked part-time under this clause the position held immediately before commencing such part-time work.

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

(m) Replacement Employees

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

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

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

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

PART D - PART-TIME WORK

(a) Definitions

For the purposes of this part:

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

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

`Spouse' includes a de facto spouse.

`Former position' means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this part whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he

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or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.

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

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

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

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

(b) Entitlement

With the agreement of the employer:

(i) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.

(ii) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

(iii) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.

(iv) In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

(c) Return to Former Position

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

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

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

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

(e) Pro Rata Entitlements

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

(f) Transitional Arrangements - Annual Leave

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

(ii) (1) A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this part, in such periods and manner as specified in this award, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

(2) Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

(g) Transitional Arrangements - Sick Leave

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

(h) Part-time Work Agreement

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

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

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

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

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

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

(iii) The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

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

(i) Termination of Employment

(i) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

(ii) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

(j) Extension of Hours of Work

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

(k) Nature of Part-time Work

The work to be performed part-time need not be the work performed by the

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employee in his or her former position but shall be work otherwise performed under this award.

(l) Inconsistent Award Provisions

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

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

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

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

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

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

(m) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this part.

(ii) A replacement employee may be employed part-time. Subject to this subclause, subclauses (e), (f), (g), (h), (i) and (l) of this part apply to the part-time employment of replacement employees.

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

(iv) Unbroken service as a replacement employee shall be treated as continuous service as provided for in paragraph (a) Definitions, **'Continuous service'** of this Part.

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

27. PAYMENT OF WAGES

(a) Wages shall be paid by either of the following methods by agreement between the

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employer and the majority of the employees:

(i) wages may be paid weekly or fortnightly according to the actual ordinary hours worked each week or fortnight; or

(ii) in the circumstances where an employee works an average of 38 hours per week, wages may be paid weekly or fortnightly according to a weekly average or ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.

(b) Payment by Cheque or Electronic Funds Transfer

Where an employer and employee agree, the employee may be paid his/her wages by cheque or direct transfer into an employee's bank (or other recognised financial institution) account. Notwithstanding this provision, if the employer and the majority of his/her employees agree, all employees may be paid their wages by cheque or direct transfer into an employee's bank (or other recognised financial institution) account, provided that in the case of employees paid by cheque, the employer shall, on pay day, if it is required by the employee, have a facility available during ordinary hours for the "encashment" of the cheque.

28. RIGHT OF ENTRY OF UNION OFFICIALS - TIME AND WAGES RECORD

(a) For the purpose of interviewing any employees in connection with any of the business or affairs of the organisation an authorised officer of the association may enter during working hours, any factory, shop, office or other premises or land in or on which an employer to whom this award applies carries on business subject to the following conditions:

(i) the officer shall identify himself/herself to the person in charge, or apparently in charge of the factory, shop, office or other premises or land; or

(ii) if the officer wishes to enter part of the factory, shop, office or other premises or land, to the person in charge, or apparently in charge, of that part;

(iii) meetings of employees will only be held at meal breaks and not during working hours unless the employer agrees otherwise;

(iv) if an employer alleges that an official is unduly interfering with the work of the job or is causing dissatisfaction among the employees thereon or is offensive in his/her manner, or is committing a breach of any of the conditions set out in this clause, such employer may refuse to allow the

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official to enter into or to remain on the place, but the official shall have the right to bring such refusal to the attention of the Tasmanian Industrial Commission who will arbitrate on the dispute.

(b) Each employer shall keep a time record, from which can not readily ascertained the name and address of each employee and his/her classification, the hours worked each day and the wages and allowances paid. The time and wages record shall be open for inspection during the usual office hours, at the employer's office, or other mutually agreed convenient place subject to the following conditions:

(i) if requested an official must produce a copy of the declaration of secrecy required by Section 77(3) of the *Industrial Relations Act 1984* signed by himself/herself, before any inspection of time and wages records;

(ii) the duly accredited union official, is required to serve written notice to inspect the records, if requested, on the employer. On receipt of such written notice served on him/her by the officer, the employer shall produce the record for inspection by the officer at a mutually convenient time.

29. SHIFT WORK

(a) Definitions

For the purposes of this clause:

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

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

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

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

(b) Hours - Continuous Shift Work

The ordinary hours of shift workers shall average 38 per week inclusive of a meal break and shall not exceed 152 hours in 28 consecutive days provided that where

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the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.

(c) Hours - Other than Continuous Work

This subclause shall apply to shift workers not engaged upon continuous work as hereinbefore defined.

The ordinary hours of work are to be worked on one of the following bases:

(i) 38 hours within a period not exceeding 7 consecutive days, or

(ii) 76 hours within a period not exceeding 14 consecutive days, or

(iii) 114 hours within a period not exceeding 21 consecutive days, or

(iv) 152 hours within a period not exceeding 28 consecutive days.

(v) For the purposes of this clause any other work cycle during which a weekly average of 38 ordinary hours are worked as may be agreed by the parties.

The ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than 6 hours without a break for a meal. Except at regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hours.

PROVIDED that the ordinary hours of work prescribed herein shall not exceed 10 hours on any day.

PROVIDED ALWAYS that in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.

(d) Rosters

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

(e) Variation by Agreement

The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the union to suit the

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circumstances of the establishment.

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

(f) Afternoon or Night Shift Allowance

Shift workers whilst on afternoon or night shifts shall be paid 15 per cent more than the ordinary rates for such shifts.

Shift workers who work on any afternoon or night shift which does not continue for at least 5 successive afternoons or nights in a 5 day workshop or for at least 6 successive afternoons or nights in a 6 day workshop shall be paid for each shift at the rate of time and a half for the first 4 hours and double time thereafter.

An employee who:

(i) during a period of engagement on shift, works night shift only; or

(ii) remains on night shift for a longer period than 4 consecutive weeks; or

(iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him/her at least one third of his/her working time off night shift in each shift cycle shall during such engagement, period or cycle, be paid at the rate of time and a quarter for all time worked during ordinary working hours on such night shifts.

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

(h) Overtime

Shift workers, for all time worked in excess of or outside the ordinary working hours prescribed by this award or on a shift other than a rostered shift shall:

(i) if employed on continuous work be paid at the rate of double time; or

(ii) if employed on other shift work be paid at the rate of time and a half for the first 3 hours and double time thereafter, except in each case when the time is worked:

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(1) by arrangement between the employees themselves; or

(2) for the purpose of effecting the customary rotation of shifts; or

(3) is due to the fact that the relief man does not come on duty at the proper time; or

(4) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with Clause 13 - Contract of Employment hereof.

(i) Sundays and Holidays

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

Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by Clause 17 - Holiday and Sunday Work. Where shifts commence between 11.00pm and midnight on a Sunday or holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate.

PROVIDED that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

(j) Rostered Day Off Falling on Public Holiday

(i) An employee who works continuous work and who by the circumstances of the arrangement of his/her 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 seven hours 36 minutes at ordinary rates or have an additional day added to his/her annual leave. This provision shall not apply when the holiday on which he/she is rostered off falls on a Saturday or Sunday.

(ii) In the case of an employee whose ordinary hours of work are arranged in accordance with Clause 29 - Shiftwork, subclauses (a), (b) or (c), the weekday to be taken off shall not coincide with a public holiday fixed in accordance with these subclauses.

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PROVIDED that in the event that a public holiday is prescribed after an employee has been given notice of his/her weekday off and the public holiday falls on the weekday the employee is to take off, the employer shall allow the employee to take the day off on an alternative weekday.

30. SICK LEAVE

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

(i) an 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) an employee shall, wherever practicable, notify his/her employer of his/her inability to attend for work prior to the first shift or such absence. As far as practicable, the employee shall state the nature of the illness or injury and the estimated duration of the absence;

(iii) an employee shall prove to the satisfaction of the employer (or in the event of a dispute, the Secretary for Labour), 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) an employee shall not be entitled in any year (whether in the employment of one employer or of more) to sick leave credit in excess of 76 hours of ordinary working time;

(v) for the purpose of administering paragraph (iv) of this subclause, an employer may within one month of this award coming into operation or within 2 weeks of the employee entering his/her employment require an employee to make a sworn declaration or other written statement as to what paid leave of absence he/she has had from any employer during the then current year, and upon such statement the employer shall be entitled to rely and act.

(b) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a)(iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave shall be credited to the employee and, subject to the conditions hereinbefore prescribed shall be allowed

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by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year.

(c) An employer shall not be required to make any payment in respect of accumulated sick leave credits to an employee who is discharged or leaves his/her employment, or for any time an employee is absent from work without producing satisfactory evidence of personal illness.

(d) Where an employee is sick or injured on a weekday he/she is to take off in accordance with Clause 19 - Hours of Employment, he/she shall not be entitled to sick pay nor shall his/her sick pay entitlement be reduced.

31. STRUCTURAL EFFICIENCY

(a) The parties to this award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the industry and to enhance the career opportunities and job security of employees in the industry.

(b) At each enterprise, an employer, the employee and where appropriate M&EWU, shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of that enterprise. Measures raised by the employer, employees and/or M&EWU for consideration shall be processed through that consultative mechanism and procedures.

(c) Any disputes which arise out of discussions in accordance with subclause (b) herein shall be subject to the provisions of Clause 14 - Disputes and Grievance Procedure.

(d) Where an agreement is reached which seeks to vary a provision of this award it shall be referred to the Tasmanian Industrial Commission for registration pursuant to Section 55 of the Act.

32. TRAINING

(a) The parties to this award recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

(i) developing a more highly skilled and flexible work-force;

(ii) providing employees with career opportunities through appropriate training to acquire additional skills; and

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(iii) removing barriers to the utilisation of skills acquired.

(b) Following proper consultation in accordance with Clause 31 - Structural Efficiency, subclause (b), or through the establishment of a training committee, an employer shall develop a training programme consistent with:

(i) the current and future skill needs of the enterprise;

(ii) the size, structure and nature of the operations of the enterprise;

(iii) the need to develop vocational skills relevant to the enterprise and the industry courses conducted by accredited educational institutions and providers who are organisations that are able to provide vocational training relevant to this award and to the standards required by the Industry.

(c) Where it is agreed a training committee be established that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:

(i) formulation of a training programme and availability of training courses and career opportunities to employees;

(ii) dissemination of information on the training programme and availability of training courses and career opportunities to employees.

P C Shelley
COMMISSIONER

26 July 2002