TASMANIAN INDUSTRIAL COMMISSION

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

Tasmanian Trades and Labor Council
(T13142 of 2008)
Private Sector Awards

Minister administering the *State Service Act 2000*
(T13143 of 2008)
Public Sector Awards

FULL BENCH:
PRESIDENT P L LEARY
DEPUTY PRESIDENT P C SHELLEY
COMMISSIONER T J ABEY

Wage Rates – State Wage Case 2008 – applications to vary private and public sector awards – Private Sector Awards – Public Sector Awards, other than named awards - award wage rates to be increased by $19.00 per week - wage related allowances to be increased by 3.1% – meal allowance increased to $14.60 - State Minimum Wage rate determined at $546.10 - s.35(1)(b) – operative date ffpp 1 August 2008

PRINTERS AWARD

ORDER BY CONSENT -

No. 1 of 2008
(Consolidated)

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

1. TITLE

This award shall be known as the “Printers Award".

2. SCOPE

This award is established in respect of Printer and/or Bookbinder.

3. ARRANGEMENT

Subject Matter	Clause No	Page No
Title	1	2
Scope	2	2
Arrangement	3	2
Date of Operation	4	3
Supersession and Savings	5	3
Parties and Persons Bound	6	3
Definitions	7	4
Wage Rates	8	14
Division A - Employees Other Than Clerical Employees		14
Division B - Clerical Employees		14
Division C - Minimum Wage		15
Division D - Supported Wage System		16
Conditions For Employees In Division A – Employees Other Than Clerical Employees		
Conditions	9	19
Conditions For Employees In Division B - Clerical Employees		
Annual Leave	10	19
Annualised Salary	11	21
Bereavement Leave	12	22
Disputes and Grievance Procedure	13	23
Enterprise Agreements	14	23
Hours	15	24
Meal Periods	16	26
Overtime	17	26
Parental Leave	18	26
Part-Time and Casual Employees	19	35
Payment of Wages	20	36
Personal Leave	21	36
Saturdays, Sundays and Holidays	22	39
Structural Efficiency	23	39

Superannuation	24	40
Temporary Clerks	25	42
Terms of Employment	26	42

4. DATE OF OPERATION

This award shall come into operation from the first full pay period to commence on or after 1 August 2008.

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 undertakes, 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 Printers Award No 1 of 2007 (Consolidated).

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

6. PARTIES AND PERSONS BOUND

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

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

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

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

the Australian Municipal, Administrative, Clerical and Services Union and the officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope;

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 Printing Industries Association of Australia, Tasmanian Region, and the officers of that organisation and their members who are engaged in the industry specified in Clause 2 - Scope; and

(ii) the Tasmanian Chamber of Commerce and Industry Limited.

7. DEFINITIONS

For the Purposes of DIVISION B Only:

(a) General

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

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

For the Purposes of DIVISIONS A AND B:

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

(b) Clerical classifications

'Adult Entry' shall mean the entry point for adult employees (21 years and over) with less than 12 months clerical experience, with any employer and may be classified at Adult Entry Point for the balance of the 12 months. Thereafter the employee shall be classified in accordance with the definitions.

PROVIDED that in the case of part-time and casual employees (as defined), 12 months experience is defined as 1660 hours actual service.

GRADE 1 - CLERICAL ASSISTANT

(a) Grading

Employees shall be graded at this level where the principal functions of their employment, as determined by the employer, require the following:

(i) The exercise of the 'General Requirements' specified in 'B' hereunder and

(ii) In addition to the ‘General Requirements' are required to exercise any one or more of the broad skill levels set out in ‘C' hereunder.

(b) General Requirements

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

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

(c) Skill Requirements

(i) Technical Skills

Machine Operation - Skill Level 1:
Employees at this level are able to operate telephone/intercom systems, telephone answering machines; facsimile machines, photocopiers, franking machines, guillotines.

(ii) Information Handling Skills - Skill Level 1:
Employees at this level are able to receive, sort, open, distribute incoming mail, process outgoing mail, receive incoming and despatch outgoing courier mail, deliver messages and documents to appropriate persons/locations; prepare and collate documents; sort and file documents/records accurately in correct location/sequence using an established paper based filing system.

GRADE 2 - CLERICAL OFFICER

(a) Grading

Employees shall be graded at this level where the principal functions of their employment as determined by the employer require the following.

(i) The exercise of the ‘General Requirements' specified in ‘B' hereunder and

(ii) In addition to the ‘General Requirements' are required to exercise any one or more of the broad skill levels set out in ‘C' hereunder.

(b) General Requirements

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

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

(c) Skill Requirements

(i) Technical Skills

Machine Operation - Skill Level 2:
Employees at this level are able to operate adding machines, switchboard, paging system, telex machine, typewriter and calculator.

Computer - Skill Level 1:
Employees at this level are able to use knowledge of keyboard and function keys to enter and retrieve data through computer terminal.
Keyboard Typing - Skill Level 1:
Employees at this level are able to type at 25 words per minute with 98 percent accuracy. Utilise basic word processing skills.

Note: Technical skills herein specified are to be read as a whole, ie. an employee if required shall be capable of exercising all skills relating to machine operation, keyboard, computer and word processing at this level.

(ii) Information Handling Skills - Skill Level 2:
Employees at this level are able to maintain mail register and records; maintain established paper-based filing/records systems in accordance with set procedures including creating and indexing new files, distributing files within the organisation as requested, monitoring file locations; transcribe information into records, complete forms, take telephone messages.

(iii) Business/Financial Skills - Skill Level 1:
Employees at this level are able to keep appropriate records; prepare and record petty cash transactions; undertake bank transactions (deposits and withdrawals).

GRADE 3 - CLERICAL OFFICER

(a) Grading

Employees shall be graded at this level where the principal functions of their employment as determined by the employer require the following.

(i) The exercise of the 'General Requirements' specified in 'B' hereunder and

(ii) In addition to the 'General Requirements' are required to exercise any one or more of the broad skill levels set out in C hereunder.

OR ARE:

(iii) Employees holding a Certificate of Commercial Studies (TAFE) or accredited equivalent, and who are required to use skills and perform tasks within the range of Grade 3.

(b) General Requirements

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

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

(c) Skill Requirements

(i) Technical Skills

Machine Operation - Skill Level 3:
Employees at this level are able to operate computerised radio telephone equipment, micro/personal computer, printing devices attached to personal computer, dictaphone equipment, typewriters.

Keyboard - Typing - Skill Level 2:
Employees at this level are able to produce documents and correspondence using knowledge of standard formats, touch type at 40 words per minute with 98 percent accuracy, audio type.

Computer - Skill Level 2:
Employees at this level are able to use one software application package developed for a micro-personal computer to create:

- a database file structure, or
- a spreadsheet/worksheet, or
- a graphic, or
- an accounting/payroll file following standard procedures and using existing models/fields of information; or
- use a central computer resource to an equivalent standard.

Word Processing - Skill Level 1:

Employees at this level are able to use ONE software package to create, format, edit, proof read, correct, print and save text documents, eg. standard correspondence and business documents.

Note: Technical skills herein specified are to be read as a whole. ie. An employee if required shall be capable of exercising all skills relating to machine operation, keyboard, computer and word processing at this level.

(ii) Secretarial - Skill Level 1:
Employees at this level are able to take shorthand notes at 70wpm and transcribe with 95 percent accuracy.

(iii) Information Handling - Skill Level 3:
Employees at this level are able to use computer-based record management systems to file and retrieve records such as accounts, stock inventory, finance and personnel records.

(iv) Business/Financial - Skill Level 2:
Employees at this level are able to maintain records and journals, sort, process and record transactions such as incoming/outgoing cheques, invoices, debit/credit items, payroll data, establish petty cash imprest system.

GRADE 4 - CLERICAL OFFICER

(a) Grading

Employees shall be graded at this level where the principal functions of their employment as determined by the employer require the following:

(i) The exercise of the 'General Requirements' specified in 'B' hereunder and

(ii) In addition to the 'General Requirements' are required to exercise any one or more of the broad skill levels set out in C hereunder.

(b) General Requirement

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

(ii) Employees in this grade are able to provide detailed advice and information on the organisation's products and services; respond to client/public/supplier problems within own function area, using such techniques as personal interview and liaison; explain organisation's viewpoint to clients and appropriate persons related to own function area.

(iii) Employees in this grade shall be capable of guiding employees graded at a lower level by means of personal instruction and demonstration. This may include general supervision of up to 4 employees.

(iv) Employees in this grade shall be capable of acquiring and using specialist vocabulary, ie. technical, medical, legal etc. within the scope of this grade.

(c) Skills Requirements

(i) Technical Skills

Keyboard - Typing - Skill Level 3:
Employees at this level are able to format complex documents including technical data, technical language, tables, graphs, text design, indexing, variable type face; produce documents requiring specified legal form or to comply with regulations or standards.

Computer - Skill Level 3:
Employees at this level are able to use TWO application software packages developed for a micro/personal computer at a standard equal to Skill Level 2 in each, eg. database, communications, accounting, payroll/personnel, spreadsheets, graphics, other applications; or are able to use a central computer resource to an equivalent standard.

Word Processing - Skill Level 2:
Employees at this level are able to use TWO software packages at a standard equal to Skill Level 1; or are able to apply additional functions such as search and replace, variable fonts, moving and merging across documents, text columns, money columns, tables, eg. to produce financial statements, printed forms.

Note: Technical skills herein specified are to be read as a whole. ie. An employee if required shall be capable of exercising all skills relating to machine operation, keyboard, computer and word processing at this level.

(ii) Secretarial Skills - Skill Level 2:
Employees at this level are able to arrange travel bookings and itineraries; make appointments; screen telephone calls; follow visitor protocol procedures; establish telephone contact on behalf of executive; take shorthand notes at 90 wpm and transcribe with 95 percent accuracy.

(iii) Information Handling - Skill Level 4:
Employees at this level are able to maintain a computer based records management system; identify, access and extract information from internal sources.

(iv) Business/Financial - Skill Level 3:
Employees at this level are able to prepare cash payment summaries, banking reports and bank statements; maintain wage and salary records; follow credit

referral procedures; apply purchasing and inventory control requirements; post journals to ledger.

GRADE 5 - ADMINISTRATIVE OFFICER

(a) Grading

Employees shall be graded at this level where the principal functions of their employment as determined by the employer require the following:

(i) The exercise of the 'General Requirements' specified in 'B' hereunder and

(ii) In addition to the 'General Requirements' are required to exercise any one or more of the broad skill levels set out in C hereunder.

(b) General Requirements

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

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

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

(c) Skill Requirements

(i) Technical Skills

Computer - Skill Level 4:
Employees at this level are able to use THREE application software packages developed for a micro/personal computer at a standard equal to Skill Level 2 in each; or use a central computer resource to an equivalent standard; or apply knowledge of advanced functions of a SINGLE application software package to manipulate data, ie. modify fields of information, develop new database or spreadsheets models; or graph previously prepared spreadsheets, or perform reconciliation;

and/or

Word Processing - Skill Level 3:
Employees at this level are able to apply advanced functions including Macros, Sorting and Maths functions, boxes, thesaurus using ONE software package; or apply knowledge of additional functions defined in Skill Level 2 using TWO software packages.

(ii) Secretarial Skills - Skill Level 3:
Employees at this level are able to write shorthand notes at 100 wpm and transcribe at 95 percent accuracy; maintain executive diary; respond to invitations; organise internal meetings on behalf of executive; establish and maintain reference lists/personal contact systems for executives; maintain current working and personal filing systems for executive.

(iii) Information Handling - Skill Level 5:
Employees at this level are able to create new forms of files and records as required using computer-based records systems; access, identify, and extract information as required from external sources, eg. databases, libraries, local authorities; maintain subscriptions for required technical, trade and other publication systems, maintain circulation, indexing and filing systems for publications; review/close files, archive files.

(iv) Business/Financial - Skill Level 4:
Employees at this level are able to reconcile accounts to balance; follow-up unpaid accounts; calculate wage and salary requirements; calculate work valuations; prepare bank reconciliations.

(v) Supervisory - Skill Level 1:
Employees at this level are able to allocate work tasks to individuals, check work progress and correct errors. Normally 5 or more subordinates would be involved.

(vi) Specialist Skills - Skill Level 1:
Employees at this level are able to apply knowledge of export and customs documentation requirements and procedures; apply knowledge of separate relevant industrial award rates of pay and conditions, occupational health and safety requirements.

GRADE 6 - ADMINISTRATIVE OFFICER

(a) Grading

Employees shall be graded at this level where the principal functions of their employment as determined by the employer require the following;

(i) The exercise of the ‘General Requirements' specified in ‘B' hereunder; and

(ii) In addition to the ‘General Requirements' are required to exercise any one or more of the broad skill levels set out in ‘C' hereunder.

(b) General Requirements

(i) Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Grade 5. They are responsible and accountable for their own work, and may have limited responsibility for the work of a section or unit. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is by means of reporting to more senior officers as required.

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

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

(c) Skill Requirements

(i) Technical Skills

Computer - Skill Level 5:
Employees at this level are able to use TWO application software packages on a micro/personal computer to a standard equal to Skill Level 4 in each; or use a central computer resource to an equivalent standard; or assist in operating a mainframe computer

and/or

Word Processing - Skill Level 4:
Employees at this level are able to use complex functions such as moving columns, creating displays of charts or graphs, booklet or report format on ONE software package; or apply knowledge of advanced functions defined in Skill Level 3 using TWO software packages.

(ii) Secretarial Skills - Skill Level 4:
Employees at this level are able to write shorthand notes at 120 wpm and transcribe at 95 percent accuracy; attend executive/organisational meetings and take minutes; establish current working and personal executive filing system, answer correspondence from verbal or rough handwritten instructions; organise teleconferences.

(iii) Information Handling - Skill Level 6:
Employees at this level are able to establish new paper based/manual filing records systems for the enterprise; assist in separate undertaking research [locate/solicit, summarise/extract and interpret information] related to function area; compose original business correspondence from minimal instructions.

(iv) Business/Financial - Skill Level 5:
Employees at this level are able to post transactions to ledger and prepare a trial balance; prepare financial/tax schedules; calculate costings, stock pricing; complete personnel/payroll data for authorisation.

(v) Supervisory - Skill Level 2:
Employees at this level are able to assist in the development of work quality and performance in a team environment; solve operational problems in own work functional area and resolve operational problems for staff in lower grades; co-ordinate work flow within a section or unit and counsel and advise staff who are under direct supervision.

(vi) Specialist Skills - Skill Level 2:
Employees at this level are able to apply working knowledge of industrial/employment law, equal opportunity, workers compensation procedures and superannuation requirements.

8. WAGE RATES

DIVISION A - EMPLOYEES OTHER THAN CLERICAL EMPLOYEES

(a) Rates of Pay

The rates of pay of employees engaged in the printing industry other than those mentioned in Division B - Clerks, shall be in accordance with those prescribed in the following awards made by the Australian Industrial Relations Commission.

(i) Graphic Arts General Award, 2000, within a radius of 24.14 km of the GPO, Hobart;

(ii) Country Publishing and Printing Award, 2002, all areas other than those within a 24.14 km radius of the GPO, Hobart.

(b) Any disputes arising in respect of the provisions of subclause (a) of this clause, shall be referred to the Tasmanian Industrial Commission whose decision shall be final.

DIVISION B - CLERICAL EMPLOYEES

(a) Adults

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

	Base Rate Relativity	Base Rate	Safety Net Adjustment	Weekly Wage Rate
Adult entry	%	$	$	$
1st 6 months service	80	333.80	220.70	554.50
2nd 6 months service	85	354.60	220.70	575.30
Grade 1				
1A - 1st 12 months service	87	363.00	220.70	583.70
1B - After 12 months service	90	375.50	220.70	596.20
Grade 2				
2A - 1st 12 months service	92	383.80	220.70	604.50
2B - After 12 months service	95	396.30	220.70	617.00
Grade 3				
3A - 1st 12 months service	97	404.70	220.70	625.40
3B - After 12 months service	100	417.20	222.70	639.90
Grade 4	105	438.10	222.70	660.80
Grade 5	110	458.90	222.70	681.60
Grade 6	115	479.80	220.70	700.50

(b) Junior Employees

The minimum weekly wage rate that shall be paid to junior clerical employees shall be the undermentioned percentages of the Grade 1, 1A weekly wage rate, as prescribed in subclause 1 - Adults, of this Division, adjusted to the nearest 10 cents.

	%
Under 16 years of age	40
16 to 17 years of age	45
17 to 18 years of age	55
18 to 19 years of age	70
19 to 20 years of age	80
20 to 21 years of age	90

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

DIVISION C – MINIMUM WAGE

(a) Minimum Wage

No employee shall be paid less than the minimum wage.

(b) Amount of Adult Minimum Wage

(i) The minimum wage for full-time adult employees not covered by Division D - Supported Wage System is $546.10 per week.

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

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

(c) How the Minimum Wage Applies to Juniors

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

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

(d) Application of Minimum Wage to Certain Employees

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

(e) Application of Minimum Wage to Award Rates Calculation

The minimum wage:

(i) applies to all work in ordinary hours;

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

(iii) is inclusive of the arbitrated safety net adjustment provided by the July 2008 State Wage Case Decision (T13142 of 2008) and all previous safety net and state wage case adjustments.

DIVISION D - SUPPORTED WAGE SYSTEM

(a) Eligibility criteria

Subject to this subclause an employer may engage employees at a supported wage rate (as set out in paragraph (c) 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, program, 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 Section 10 or under Section 12A of the above Act, or if a part only has received recognition, that part.

(b) For the purposes of this subclause:

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

'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.

'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.

'Assessment instrument' means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

(c) Supported wage rates

Employees to whom this 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))	Percentage 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 $66 per week.

(d) Assessment of capacity

For the purpose of establishing the percentage of the award rate to be paid to a supported wage employee under this award, the productive capacity of the

employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

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

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

(e) Lodgment of assessment instrument

(i) All assessment instruments under the conditions of this subclause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Tasmanian Industrial Commission.

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

(f) Review of assessment

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

(g) Other terms and conditions of employment

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

(h) Workplace adjustment

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

(i) Trial Period

(i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this subclause for a

trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

(ii) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined in accordance with paragraphs (d) and (e).

(iii) The minimum amount payable to the employee during the trial period shall be no less than $66 per week or such greater amount as is agreed from time to time between the parties.

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

(v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (c) hereof.

CONDITIONS FOR EMPLOYEES IN DIVISION A - EMPLOYEES OTHER THAN CLERICAL EMPLOYEES

9. CONDITIONS

(a) The conditions of employment of employees engaged in the Printing Industry, other than those mentioned in Division B shall be in accordance with those prescribed in the following awards made by the Australian Conciliation and Arbitration Commission.

(i) Graphic Arts General Award, 2000, within a radius of 24.14 km of the GPO, Hobart.

(ii) Country Publishing and Printing Award, 2002, all areas other than those within a 24.14 km radius of the GPO, Hobart.

(b) Any disputes arising in respect of the provisions of subclause (a) of this clause, shall be referred to the Tasmanian Industrial Commission whose decision shall be final.

CONDITIONS FOR EMPLOYEES IN DIVISION B - CLERICAL EMPLOYEES

10. ANNUAL LEAVE

(a) Period of Leave

A period of 28 consecutive days' leave shall be allowed annually to an employee on weekly hire after 12 months' continuous service (less the period of accrued leave).

(b) Annual Leave Exclusive of Public Holidays

If any of the holidays prescribed by Clause 22 - Saturdays, Sundays and Holidays of this award, falls within an employees' period of annual leave and is observed on a day which, in the case of that employee, would have been an ordinary working day, there shall be added to that leave, one day for each such holiday so occurring.

(c) Payment in Lieu Prohibited

Except as provided in subclause (g) of this clause, payment shall not be made or accepted in lieu of annual leave.

(d) 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 and after not less than 2 weeks' notice to the employee.

(e) Payment for Period of Leave

All employees, before going on annual leave, shall be paid the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on leave during the relevant period. In addition thereto all employees shall be paid a loading of 17½ per cent.

(f) Leave Allowed before Due Date

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

Where leave has been granted to an employee pursuant to this subclause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months' continuous service in respect of which the leave was granted, the employer may, for each completed month of the qualifying period of 12 months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment 1/12th of the amount of wage paid on account of the annual leave which amount shall not include any sums paid for any of the holidays prescribed by Clause 22 - Saturdays, Sundays and Holidays of this award.

(g) Proportionate Leave on Termination of Service

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

12 2/3 hours for each completed month of continuous service.

The service being in respect of which leave has not been granted.

(h) Broken Leave

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

11. ANNUALISED SALARY

Overtime penalty rates and allowances as prescribed in Clause 17 - Overtime and Clause 22 - Saturdays, Sundays and Holidays may not apply to employees classified in Grades 4, 5, and 6 provided that a written agreement is reached between the employer and employee for a suitable employment package to take account of work which is likely to be performed outside the ordinary hours as prescribed in Clause 15 - Hours.

An Annualised Salary Agreement shall only be made with employees classified as Grade 3, following the consent of the Australian Municipal, Administrative, Clerical and Services Union.

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

Agreement shall not be withheld unreasonably.

PROVIDED that**:**

(a) The employment package shall be of such a nature as to generate a more advantageous remuneration package than would otherwise be available under award conditions in any agreed time period not exceeding four weeks.

(b) Either party may terminate the agreement on the giving of four weeks notice.

(c) One week prior to entering into an agreement of this nature, the employee shall be provided with a copy of this clause.

(d) All other provisions of the award shall apply.

(e) During the month of July each year, an employer shall notify the office of the Australian Municipal, Administrative, Clerical and Services Union of the number of agreements made pursuant to this clause during the previous 12 months and the number currently in existence.

(f) These agreements shall be kept as part of records required to be kept by employers under Part VII, Section 75 of the *Industrial Relations Act 1984.*

12. BEREAVEMENT LEAVE

(a) Paid Leave Entitlement

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

(b) Unpaid Bereavement Leave

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

(c) Casual Employees and Employees in Receipt of a Loading in lieu of Paid Leave – Caring Responsibilities

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

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

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

13. DISPUTES AND GRIEVANCE PROCEDURE

Any dispute for grievance shall be dealt with subject to the following procedures:

(a) The matter shall in the first instance be discussed at the establishment level.

(b) In the event that the matter remains unresolved, the officials of the relevant union may be involved. The employer may seek to involve his employer organisation.

(c) Should the matter remain unresolved it shall be referred to the Tasmanian Industrial Commission for resolution.

(d) The above procedure is to be followed without resort to industrial disputation and the parties will in examining any issues have regard to the spirit as well as the letter of the agreement or award.

14. ENTERPRISE AGREEMENTS

(a) Notwithstanding anything contained in this award, but subject to the provisions of this clause, an enterprise agreement may be entered into between an employer and all or some of the employees engaged by that employer.

(b) An agreement shall be subject to the following requirements:

(i) The majority of employees affected by the change must genuinely agree to the change.

(ii) The agreement taken as a whole shall not confer a lesser benefit to any employee than is available under the award.

(iii) The relevant union shall be advised by the employer of the intention to commence discussions with employees on an agreement under this clause.

(iv) The relevant union must be a party to the agreement.

(v) The relevant union shall not unreasonably oppose any agreement.

(c) An enterprise agreement shall be signed by the parties, being the employer and the union, and contain the following:

(i) The terms of the agreement.

(ii) The parties covered by the agreement.

(iii) The classes of employees covered by the agreement.

(iv) The means by which a party may retire from the agreement.

(v) The means by which the agreement may be varied.

(vi) Where appropriate, the means by which any dispute arising in respect to the agreement may be resolved.

(d) Any agreement which seeks to vary a provision of this award shall be referred to the Tasmanian Industrial Commission.

15. HOURS

(a) The ordinary working hours shall be an average of 38 per week to be worked on one of the following bases:

(i) seven hours 36 minutes per day; or

(ii) eight hours per day on four days and six hours on one day in each week; or

(iii) eight hours per day on nine days and four hours on one day in each fortnight; or

(iv) eight hours per day on nineteen days with an accumulated rostered day off; or

(v) eight hours per day with an accumulation of rostered days off to a maximum of 12 per annum.

The method of implementation shall be determined in each establishment following discussion between the employer and the employees concerned. In the event of a dispute in relation to the method of implementation, the procedures set out in Clause 13 - Disputes And Grievance Procedure shall be followed.

The method of implementation once adopted at any time may be reviewed to accommodate the changed circumstances of the business. In the event of a dispute arising in relation to a review of the method of implementation, the procedures set out in Clause 13 - Disputes And Grievance Procedure shall be followed.

(b) Subject to subclause (a) of this clause, the ordinary hours of work shall be worked in periods of eight hours per day between 8.00am and 10.00pm.

However, subject to agreement being reached between the employer and the employee/s concerned the ordinary hours of work may be worked in periods up to 10 hours per day thus averaging a 38 hour week at greater frequency.

(c) In circumstances whereby the method of implementation provides a system of rostered days off, an employer, with the agreement of the employee/s concerned, may substitute the day an employee is to take off for another day.

PROVIDED that such agreement will not be unreasonably withheld.

(d) Make Up Time

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

(i) An employee may elect, with the consent of the employer, to work 'make up time' under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award.

(ii) An employee on shift work may elect, with the consent of their employer, to work 'make up time' under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

(iii) An employee or the employees may choose to request a union party to this award, to represent their interests in negotiation referred to in paragraph (i) of this subclause.

(iv) Once a decision has been taken to introduce an enterprise system of make up time, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the *Industrial Relations Regulations 1993*.

(v) An employer shall record make up time arrangements in the relevant time and wages book, at each time this provision is used.

(e) Rostered Days Off

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

(i) An employee may elect, with the consent of the employer, to take a rostered day off at any time.

(ii) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

(iii) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed by the employer, or subject to the reasonable notice by the employee or the employer.

(iv) An employee or the employees may choose to request a union party to this award to represent their interests in negotiation referred to in paragraph (i) of this subclause.

(v) Once a decision has been taken to introduce an enterprise system of Rostered Days Off flexibility, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the *Industrial Relations Regulations 1993*.

(vi) An employer shall record Rostered Days Off arrangements in the relevant time and wages book, at each time this provision is used.

16. MEAL PERIODS

(a) The minimum period for an unpaid meal break shall be half an hour up to a maximum period of one hour.

(b) Subject to subclause (a) of this clause, a meal break shall be taken at such time so as to enable the continuous operation of the work place.

17. OVERTIME

(a) All duty performed in excess or outside the ordinary working hours shall be overtime and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

PROVIDED that each day's work shall stand alone.

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

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

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

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

18. PARENTAL LEAVE

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

(a) Definitions

For the purposes of this clause:

(i) **'Child'** means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the parent of the employee or a child who has previously lived continuously with the employee for a period of six month or more.

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

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

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

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

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

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

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

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

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

(b) Entitlement

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

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

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

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

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

(c) Maternity Leave

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

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

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

(ii) Where the employee gives notice under (d) (i) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse, and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

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

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

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

(vi) Special Maternity Leave

(1) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

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

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

(vii) Transfer to a safe job

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

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

(d) Paternity Leave

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

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

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

(3) a statutory declaration stating:

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

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

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

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

(e) Adoption leave

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

(ii) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

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

(2) particulars of any period of adoption leave sought or taken by any other person in respect of that child, and

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

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

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

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

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

(f) Parental Leave and Other Entitlements

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

(g) Part time work

(i) Entitlement

With the agreement of the employer:

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

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

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

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

(iii) Pro Rata Entitlements

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

(iv) Transitional Arrangements - Annual Leave

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

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

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

(v) Transitional Arrangements - Personal Leave

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

(vi) Part-time Work Agreement

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

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

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

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

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

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

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

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

(vii) Termination of Employment

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

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

(viii) Extension of Hours of Work

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

(ix) Nature of Part-time Work

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

(x) Inconsistent Award Provisions

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

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

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

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

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

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

(h) Replacement Employees

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

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

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

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

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

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

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

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

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

(iii) During the period of parental leave an employee shall be entitled to return to work at any time, as agreed between the employer and the employee, provided that the employer may require notice of not more than four weeks.

(iv) An employee shall be entitled to extend the period of parental leave on one occasion, provided that the employer may require notice of not more than four weeks.

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

(j) Redundancy

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

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

(k) Right To Request Variation To Parental Leave Provision

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

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

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

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

to assist the employee in reconciling work and parental responsibilities.

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

(l) Communication During Parental Leave

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

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

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

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

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

19. PART-TIME AND CASUAL EMPLOYEES

(a) Part-time employees (as defined) engaged to work 20 or more hours per week shall be entitled to the annual leave, holidays and sick leave as prescribed in Clause 10 - Annual Leave, Clause 22 - Saturdays, Sundays and Holidays and Clause 21 - Personal Leave.

PROVIDED that such payment therefore shall be made at the rate normally paid to such employees for a similar period of time worked.

(b) Part-time employees (as defined) engaged to work less than 20 hours per week shall be paid per hour 1/38th of the weekly rates prescribed for the work he or she performs. In addition thereto such employees shall receive 20 percent of the hourly rate in respect of the ordinary hours for which he or she is paid. This additional amount to be payment in lieu of annual leave, sick leave and public holidays as prescribed in Clause 10 - Annual Leave, Clause 22 - Saturdays, Sundays and Holidays and Clause 21 - Personal Leave.

(c) A casual employee (as defined) for working ordinary time shall be paid per hour 1/38th of the weekly rates prescribed for the work he or she performs. In addition thereto a casual employee shall receive 20 percent of the ordinary hourly rate in respect of each ordinary hour for which he or she is paid. Such additional amount to be payment in lieu of annual leave, sick leave and public holidays as prescribed in Clause 10 - Annual Leave, Clause 22 - Saturdays, Sundays and Holidays and Clause 21 - Personal Leave.

20. PAYMENT OF WAGES

(a) Wages shall be paid during working hours and in cash or by cheque or by electronic fund transfer as determined by the employer.

(b) Wages may be paid weekly or less frequently as determined by agreement between the employer and the employees.

21. PERSONAL LEAVE

The provisions of this clause apply to an employee, other than one engaged as a casual or part-time employee in receipt of a loading in lieu of an entitlement to paid leave as specified in Clause 19 – Part-Time and Casual Employees. The entitlements of casual employees and employees in receipt of a loading in lieu of an entitlement to paid leave are set out in subclause (i) – Casual Employees and Employees in Receipt of a Loading in lieu of Paid Leave – Caring Responsibilities.

(a) Definitions

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

(i) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and

(ii) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(b) Amount of Paid Personal Leave

(i) Paid personal leave is available to an employee, when they are absent:

(1) due to personal illness or injury; or

(2) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.

(ii) the employee shall not be entitled in any year to personal leave in excess of seventy-six hours of ordinary working time.

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

(iii) Personal leave shall accumulate from year to year so that any balance of the period specified in subclause (b)(ii) of this clause which has in any year not been allowed to an employee by an employer as paid personal leave shall be allowed by that employer in a subsequent year without diminution of the personal leave prescribed in respect of that year.

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

(v) Where the method of working the 38 hour week provides for a rostered day off, an employee shall not be entitled to make a claim for personal leave under the provisions of this clause in respect of the rostered day off nor will the employee's personal leave credit be reduced.

(c) Personal Leave for Personal Injury or Sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

(d) Personal Leave to Care for an Immediate Family or Household Member

(i) An employee is entitled to use up to 10 days personal leave, including accrued leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause.

Leave may be taken for part of a single day.

(ii) By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in paragraph (d)(i), beyond the limit set out in paragraph (d)(i). In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

(e) Employee Must Give Notice

The employee, as soon as possible and where practicable within one hour of the commencement of the employee's normal working day, inform the employer of the inability to attend for work, and as far as practicable, state the nature of the illness or injury and the estimated duration of the absence;

(f) Evidence Supporting Claim

(i) The employee shall prove to the satisfaction of the employer (or in the event of a dispute, the Tasmanian Industrial Commission), that the employee was unable on account of such illness or injury to attend for work on the day or days for which the personal leave is claimed.

(ii) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

(g) The employee shall not be entitled to such leave of absence for any period in respect of which the employee is entitled to workers' compensation;

(h) Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements of subclauses (e) and (f) are met.

(i) Casual Employees and Employees in Receipt of a Loading in lieu of Paid Leave – Caring Responsibilities

Subject to the evidentiary and notice requirements in subclauses (e) and (f), casual employees and employees in receipt of a loading in lieu of paid leave, are entitled to not be available to attend work, or to leave work if they need to care for

members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

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

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

22. SATURDAYS, SUNDAYS AND HOLIDAYS

(a) All employees (other than casual employees (as defined)) 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) above which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when, if it were not for such holiday, he had been at work.

(c) Employees required to work on Saturdays shall be paid at the rate of time and a half, and employees required to work on Sundays and public holidays mentioned in subclause (a) above shall be paid at the rate of double time.

(d) In calculating payment for work performed on a Saturday, Sunday or Holiday in accordance with this clause the divisor shall be 1/38th of the weekly rates for the work the employee performs.

23. STRUCTURAL EFFICIENCY

(a) The parties to this award are committed to cooperating positively to increase the efficiency and productivity of enterprises and to enhance the career opportunities and job security of employees subject to the award.

(b) Consistent with the objectives of subclause (a) herein, employers, employees and the union shall establish consultative mechanisms and procedures appropriate to the size, structure and needs of the enterprise.

In acknowledgment of the fact that employees subject to this award are often in the minority in particular establishments, regard will be had for consultative mechanisms which may already be in place and have application to the enterprise as a whole.

(c) An employer may direct an employee to carry out such duties as are within the limits of an employee's skill, competence and training consistent with the classification structure of the award.

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

24. SUPERANNUATION

(a) Contribution

(i) An employer shall make a contribution equivalent to three percent of ordinary time earnings (as defined) into an approved superannuation fund (as defined) in respect of all eligible employees (as defined) as from 1 February 1990.

(ii) 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

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

'Eligible Employee' shall mean a weekly or part-time employee who has completed 4 weeks continuous service with the employer or a casual employee who has been employed on each of not less than 60 days whether consecutively or accumulatively in total including employment prior to and subsequent to the date of operation of this clause.

'Ordinary Time Earnings' shall mean the classification rate as prescribed in Clause 8 - Wage Rates, Division B and include loadings for part-time and casual work and overaward payments if any, but shall exclude work performed and paid as overtime, leave loading and annual and/or long service leave payments on termination of employment.

(c) Part-Time Employees

Subject to the provisions of subclause (b) of this clause contributions in respect of part-time employees (as defined) will be proportionate to the hours of work of the employee.

(d) Fund

(i) Contributions determined in accordance with subclause (a) of this clause shall, subject to subclause (g) of this clause, be made into either of the following approved funds:

(1) Printing Industry Superannuation Fund (P.I.S.F.); or

(2) TASPLAN.

(ii) The employer shall become a party to P.I.S.F. or TASPLAN upon the acceptance of the Trustees of that scheme of an application to become a participating employer of P.I.S.F. or TASPLAN, duly signed and executed by that employer.

The fund adopted by each establishment shall be determined by agreement between the employer and employees concerned. In the event of a dispute the award disputes and grievance procedure shall be applied.

(iii) Unless the employer adopts otherwise, an employer shall make contributions on behalf of all eligible employees into only one of the approved funds nominated in this clause.

(e) Unpaid Absences

The employer shall not be required to make a contribution on behalf of an employee who is absent from work without pay, and the employer's contribution in any week on behalf of such an employee will be reduced by a proportionate amount.

(f) Cessation of Contributions

An employee's eligibility for contributions to the fund will cease on the last day of employment with the employer and the employer shall not make any contributions to the fund in respect of any period beyond that last day of employment.

(g) Exemptions

For the purpose of this clause, the following companies are exempt from contributing to either TASPLAN or P.I.S.F. as nominated in subclause (d) - Fund and contributions shall be made in accordance with subclause (a) - Contributions into the Approved Fund set out below:

AMP Packaging Superannuation Plan

A.P.M. Containers Launceston

A.M.P. Superleader Plan

Screencraft Pty Ltd

Harris & Company Superannuation Fund

Harris & Company Limited
The Advocate Newspaper Pty Ltd
The Advocate (Devonport) Pty Ltd
Advocate Printers (Burnie) Pty Ltd
Advocate Publications Pty Ltd

E.N.T. Limited Staff Superannuation Fund

ENT Limited (Examiner Printing Service,
Examiner Newspaper P/L)

James Hardie Securiplan

Spicers Paper Limited

Moore Staff Superannuation Plan

Moore Business Systems Australia Ltd.

News Limited Group Superannuation Fund

Mercury Walsh (Division of Davies Bros.)

25. TEMPORARY CLERKS

A **'Temporary Clerk'**, i.e. a clerk employed for less than one week, shall be paid 12 ½ percent more than the rates above set out for clerks as the case may be.

PROVIDED that this provision shall not apply in the case of an employee engaged under the provisions of Clause 19 - Part-Time and Casual Employees.

26. TERMS OF EMPLOYMENT

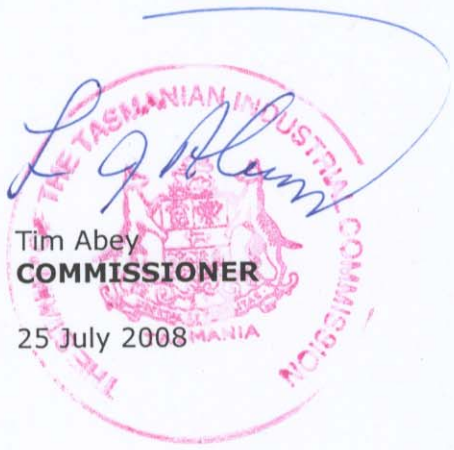
(a) With the exception of casual employees, all employment shall be by the week and the employment of an employee will not be terminated except for misconduct which would justify instant dismissal, without at least one week's notice being given by the employer to the employee, and the employee shall likewise give to the

employer one week's notice of the intention to terminate the employment. If one week's notice is not given by the employer or the employee, one week's wages shall be paid or forfeited as the case may be, and in the case of misconduct wages shall be paid up to the time of dismissal only.

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

Prior to the suspension the matter shall be discussed with an official of the union, or written notification shall be provided to the union. Where written means of notifying the employer's intentions is used, the employer shall not implement the suspension for 24 hours after the union would reasonably have been expected to receive such notification.

PROVIDED that in exceptional circumstances, the suspension may be implemented immediately.



Tim Abey
COMMISSIONER

25 July 2008