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**TASMANIAN INDUSTRIAL COMMISSION**

**Industrial Relations Act 1984**

s23 application for award or variation of award

**Tasmanian Trades and Labor Council**

(T11548 of 2004)

Private Sector Awards

**Tasmanian Trades and Labor Council**

(T11564 of 2004)

Private Sector Awards

**Tasmanian Trades and Labor Council**

(T11566 of 2004)

Private and Public Sector Awards

**FULL BENCH:**

PRESIDENT P L LEARY

COMMISSIONER T J ABEY

COMMISSIONER J P McALPINE

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

**QUARRYING AND LIME PROCESSING AWARD**

**ORDER BY CONSENT**

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

PART I – CLAUSES 2 AND 4 ARE VARIED; PART III – CLAUSE 1 IS VARIED; PART IV – CLAUSES 2, 3 AND 4 ARE VARIED AND THE AWARD IS CONSOLIDATED

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

### **1. TITLE**

This award shall be known as the "Quarrying and Lime Processing Award".

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### **3. SCOPE**

This award is established in respect of the following trades:

bluestone, freestone, gravel, limestone and/or granite quarryman and/or maker of lime and mining of sand.

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

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

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

- (a) The following employee organisation has an interest in this award pursuant to section 63(10) of the *Industrial Relation Act 1984*:

The Australian Workers' Union, Tasmania Branch

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

The Tasmanian Chamber of Commerce and Industry Limited

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

The Tasmanian Trades and Labor Council.

#### **6. SUPERSESION**

This award incorporates and supersedes the Quarrying and Lime Processing Award No. 1 of 2003 (Consolidated)

#### **7. GENERAL DEFINITIONS**

'**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.

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

#### **1. CONTRACT OF EMPLOYMENT**

- (a) Except as provided in subclause (e) hereof employment shall be by the week. An employee not specifically engaged as a casual employee shall be deemed to be employed by the week.
- (b) An employee shall perform such work as the employer may, from time to time, reasonably require.

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- (c) An employee not attending for duty shall except as provided in Part VI – LEAVE AND HOLIDAYS WITH PAY Clauses 1 - Annual Leave, 5 - Holidays with Pay, and 2 - Sick Leave lose his pay for the actual time of such non-attendance.
- (d) (i) 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 an employee without notice for malingering, inefficiency, neglect of duty or misconduct and in such cases wages shall be paid up to the time of dismissal only or to deduct payment for any day an employee cannot be engaged on work sufficiently productive to satisfy the employer 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.
  - (ii) Where an employee has given or been given notice he shall continue in his employment until the date of expiration of such notice. An employee who, having given or been given notice, without reasonable cause (proof whereof shall lie upon him) absents himself from work during such period, shall be deemed to have abandoned his employment and shall not be entitled to payment for work done by him within that period.

(e) Casual Employment

A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour one thirty-eighth of the weekly rate of wage prescribed for the work which he performs plus 20%.

(f) Minimum Payment when Work not Available

If a casual employee is not informed before he leaves the job at the end of his day's work or shift that he is not required to work at the next day's work or shift, and such employee attends for the next day's work or shift and he is not put to work, he shall be paid for a minimum of 4 hours at his ordinary rate.

(g) Calculation of Time

- (i) The employer may select and utilise for time-keeping 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 an employee who, without reasonable cause promptly communicated, reports for duty after his appointed starting time or ceases duty before his appointed finishing time.
- (ii) If the employer so adopts a proportion he shall apply the same proportion for the calculation of overtime.

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## **2. DISTANT WORK**

Where an employee is engaged on work distant from his place of engagement and is unable to return home each evening and is required to board or camp, any additional expenses to which he is put shall be paid by the employer. In all such cases the necessary travelling expenses and/or other transport shall be provided by the employer, and such further allowances as are fair and equitable shall be paid, and in all such cases employees shall be paid at the ordinary prescribed rates whilst travelling.

## **3. EMPLOYEES NOT CLASSIFIED**

Wage rates of employees not specifically provided for in this award shall be as prescribed in the appropriate award covering their craft or calling.

## **4. BLOOD DONORS**

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

Provided further that such employee shall arrange for his absence to be on a day suitable to the employer and be as close as possible to the beginning or ending of his ordinary working hours.

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

Further, the employee shall notify his employer as soon as possible of the time and date upon which he is requesting to be absent for the purpose of donating blood, and give not less than 24 hours notice to the employer.

## **5. PIECEWORK**

- (a) Subject to the payment of the minimum weekly wages prescribed by this award for employees in their respective classes and to the conditions hereinafter set out, the employer in conjunction with his employees may fix his own piecework rates, provided that such rates enable an employee of average ability working under like conditions to earn at least 25% more than the minimum weekly wage in their respective classes.

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- (b) In the event of there being no work done on any of the holidays mentioned in Part VI – LEAVE AND HOLIDAYS WITH PAY Clause 5 - Holidays with Pay hereof, pieceworkers shall be entitled for each of the said holidays to a day's pay at the rates prescribed herein for ordinary work done on wages by an ordinary weekly employee. Provided that pieceworkers shall not be entitled to be paid for any of the said holidays if they are called upon to do any work in connection with their contract of a special and necessary character and they refuse to do so. Provided further, that no payment at extra rates shall be made to pieceworkers who may be called upon to work in connection with their contract on any of the said holidays.
- (c) A copy of all piecework rates shall within 24 hours of their being fixed be displayed by the employer in a conspicuous place.
- (d) Any dispute as to the operation of this clause shall be referred to the Tasmanian Industrial Commission for adjudication.

### **PART III - WAGE RATES AND RELATED MATTERS**

#### **1. WAGE RATES**

##### 1. - ADULTS

An employee shall be classified on commencement in one of the classifications contained in this award and shall be paid not less than the weekly wage rate assigned to the relevant grade provided hereunder.

Quarry Worker	Base Rate Relativity %	Base Rate \$	Safety Net Adjustment \$	Weekly Wage Rate \$
C1 Grade 1	80	333.80	142.00	475.80
C2 Grade 2	87.5	365.10	142.00	507.10
C3 Grade 3	90	375.50	142.00	517.50
C4 Grade 4	92.5	385.90	142.00	527.90
C5 Grade 5	95	396.30	142.00	538.30
C6 Grade 6	100	417.20	144.00	561.20
C7 Grade 7	105	438.10	144.00	582.10

##### 2. - MULTISKILLING

Employees classified as quarry workers shall if required by the employer undertake appropriate training in the operation of all equipment identified in their particular grade. Subject to the availability of such training, all employees are expected to be proficient in the operation of all plant and tasks within their grade and where applicable any lower grade.

It is specifically recognised that quarry workers shall perform maintenance work within their level of competence and training.

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3. - TOOL ALLOWANCE

All employees engaged in classifications that are proclaimed as trades under the *Vocational Education and Training Act 1994* shall either be supplied with all tools by the employer or be paid a tool allowance of not less than \$8.50 per week.

**PROVIDED** that such allowance shall not be subject to adjustment when computing payments for shift penalty rates, for weekend or holiday work, for overtime or for any other purpose.

4. - DISABILITY ALLOWANCE

In addition to the rates of wage herein prescribed, there shall be paid to each employee a disability allowance of \$19.10 each week of 38 hours worked.

When a greater or lesser number of hours than 38 are worked in a week, the disability allowance shall be paid pro rata to the hours worked.

This allowance shall be payable on annual leave, public holidays and sick leave, but is not payable on pay-out of sick leave on termination as provided in of subclause (c) of Part VI - LEAVE AND HOLIDAYS WITH PAY Clause 2 - Sick Leave.

5. - LEADING HANDS

Leading hands shall be paid the following rates in addition to their ordinary rate:

	Amount per Week \$
If in charge of up to 12 men	29.30
If in charge of over 12 men	36.80

6. - JUNIORS

The weekly wage rate payable to junior workers shall be as follows:

(a) Junior weighbridge/sales and record keepers

	Percentage of weekly wage rate for Quarry Worker Grade 2 %
Under 17 years	42
17 to 18 years	51
18 to 19 years	65
19 to 20 years	74
20 to 21 years	83



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(b) All others

% of Appropriate Adult Rate

Under 17 years	70
17 to 18 years	80
At 18 years of age	Adult Rate

#### 7. - 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:

**'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.

**'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.

**'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.

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

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(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))	% 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 \$61 per week.

(d) Assessment of capacity

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

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

(e) Lodgment of assessment instrument

- (i) All assessment instruments under the conditions of this 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.

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(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 \$61 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 paragraph (c) hereof.

## 8. - MINIMUM WAGE

(a) Minimum Wage

No employee shall be paid less than the minimum wage.

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(b) Amount of Adult Minimum Wage

- (i) The minimum wage for full-time adult employees not covered by Clause 1 Subclause 7 - Supported Wage System is \$467.40 per week.
- (ii) Adults employed under a supported wage system clause shall continue to be entitled to receive the wage rate determined under that clause. Provided that such employees shall not be paid less than the amount determined by applying the percentage in the supported wage system clause applicable to the employee concerned to the amount of the minimum wage specified in subclause (b)(i).
- (iii) Adults employed as part-time or casual employees shall continue to be entitled to receive the wage rate determined under the casual and part-time clauses of the award. Provided that such employees shall not be paid less than pro rata the minimum wage specified in subclause (b)(i) according to the number of hours worked.

(c) How the Minimum Wage Applies to Juniors

- (i) The wage rates provided for juniors by this award continue to apply unless the amount determined under subclause (c)(ii) is greater.
- (ii) The minimum wage for an employee to whom a junior rate of pay applies is determined by applying the percentage in the junior wage rates clause applicable to the employee concerned to the relevant amount in subclause (b)(i).

(d) Application of Minimum Wage to Certain Employees

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

(e) Application of Minimum Wage to Award Rates Calculation

The minimum wage:

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

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## **2. CLASSIFICATION DESCRIPTORS**

### 'QUARRY WORKER GRADE 1'

A Quarry Worker Grade 1 is an employee who, upon entering the production workforce of the quarry, will undertake three months of induction and skills training. That training may include information in the enterprise, conditions of employment, introduction to production personnel, training and career opportunities, the quarry layout, work and documentation procedures, occupational health and safety and quality control.

#### Duties

Indicative of the tasks an employee at this level may perform are the following:

- general labouring;
- cleaning
- Grade 2 tasks for training purposes.

#### Responsibility

An employee at this level will perform routine tasks, using minimal judgement under direct supervision to the level of their skill and training.

#### Qualification

The qualification required for an entry by the employer will be determined by the employer. As a guide to basic literacy and numeracy skills employees would need Grade 10 Level II Maths and English.

#### Training

An employee at this level will be provided with a three month period of structured induction and skill training in order to competently perform the duties of a Quarry Worker Grade 2.

#### Progression

An employee may progress from Grade 1 to Grade 2 after three months service on the basis of being able to competently perform the duties at Grade 2.

### 'QUARRY WORKER GRADE 2'

A Quarry Worker Grade 2 has successfully completed up to three months structured training so as to enable the employee to perform competently the work within the scope of this level.

A Quarry Worker Grade 2 performs work above and beyond the skills of an employee at Grade 1 and to the level of his/her training.

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### Duties

Indicative of the tasks an employee at this level will perform are the following:

- the operation of a feeder on a stone crusher;
- the operation of a quarry truck up to 15 tonnes;
- assisting in the operation of a drill;
- use of selected hand tools;
- maintenance of simple records;
- assistance in the provision of on-the-job training.

### Responsibility

An employee at this level works under direct supervision either individually or in a team environment.

### Qualification

A Quarry Worker Grade 2 will have successfully completed the entry level induction and skill training and have a demonstrated competence in performing the duties at this level.

### Training

An employee at this level may be provided with structured training to allow him/her to perform the full range of duties at this level.

An employee may also over time be provided with a structured program of training that will allow him/her competently to perform work at Grade 3.

### Progression

An employee may progress to Grade 3 on the basis of demonstrating competently the skill to work at Grade 3 and on being selected on merit for a position when a position at that level becomes available.

### 'QUARRY WORKER GRADE 3'

A Quarry Worker Grade 3 has demonstrated competency in undertaking work at this level.

A Quarry Worker Grade 3 performs work above and beyond the skills of an employee at Grade 2 and to the level of his/her skill and training.

### Duties

Indicative of the tasks an employee at this level may perform are the following:

- the operation of a dump truck over 15 tonnes;
- the operation of a pneumatic drill;
- the driving of a loader up to 75kw;
- the driving and operation of a tractor with power operated attachments up to 75kw;

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- maintenance of plant and equipment;
- assists in on-the-job training;
- the operation of a lime hydrator.

#### Responsibility

The employee at Grade 3 will be responsible for the quality of his/her work subject to routine supervision and exercises discretion to the level of his/her skill and training.

#### Qualification

Quarry Worker Grade 3 will have successfully completed the entry level induction and skill training and have a demonstrated competence in performing the duties at this level.

#### Training

An employee at this level may be provided with structured training to allow him/her to perform the full range of duties at this level.

An employee may also over time be provided with a structured program of training that will allow him/her competently to perform work at Grade 4.

#### Progression

An employee may progress to Grade 4 on the basis of demonstrating competently the skill to work at Grade 4 and on being selected on merit for a position when a position at that level becomes available.

#### 'QUARRY WORKER GRADE 4'

A Quarry Worker Grade 4 has demonstrated the competency to allow him/her to undertake work at this level.

Quarry Worker Grade 4 performs work above and beyond the skills of an employee at Grade 3 and to the level of his/her skill and training.

#### Duties

Indicative of the tasks an employee at this level may perform are the following:

- the operation of a loader with a power rating between 75 and 150 kw;
- the operation of a grader;
- the driving of a crawler tractor up to 150 kw;
- the operation of an excavator, dragline or dredge;
- the operation of a vertical lime kiln;
- maintenance of plant and equipment;
- the operation of a weighbridge;
- the keeping of company records including details of sales;
- assists in the provision of on-the-job training.

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### Responsibility

An employee at this level is responsible for assuring the quality of his/her work and works under general supervision.

### Qualification

A Quarry Worker Grade 4 will have successfully completed the entry level induction and skill training and have a demonstrated competence in performing the duties at this level.

### Training

An employee at this level may be provided with structured training to allow him/her to perform the full range of duties at this level.

An employee may also over time be provided with a structured program of training that will allow him/her competently to perform work at Grade 5.

### Progression

An employee may progress to Grade 5 on the basis of demonstrating competently the skill to work at Grade 5 and on being selected on merit for a position when a position at that level becomes available.

### 'QUARRY WORKER GRADE 5'

A Quarry Worker Grade 5 has demonstrated the competency to allow him/her to undertake work at this level.

A Quarry Worker Grade 5 performs work above and beyond the skills of an employee at Grade 4 and to the level of his/her skill and training.

### Duties

Indicative of the tasks an employee at this level may perform are the following:

- the operation of a hydraulic drill;
- the operation of a loader 150 kw and over;
- the driving of a crawler tractor over 150 kw;
- maintenance of plant and equipment;
- the driving and operation of a tractor with power operated attachments over 150 kw;
- the duties of a powder monkey.

### Responsibility

The employee at this level exercises discretion on performing under general supervision the work described above.



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#### Qualification

A Quarry Worker Grade 5 will have successfully completed the entry level induction and skill training and have a demonstrated competence in performing the duties at this level.

#### Training

An employee at this level may be provided with structured training to allow him/her to perform the full range of duties at this level.

An employee may also over time be provided with a structured program of training that will allow him/her competently to perform work at Grade 7.

#### Progression

An employee may progress to Grade 7 on the basis of demonstrating competently the skill to work at Grade 7 and on being selected on merit for a position when a position at that level becomes available.

#### 'QUARRY WORKER GRADE 6 (TRADES PERSON)'

An employee at this level has demonstrated the competence and holds qualifications to enable him/her to undertake skilled trade level work.

#### Duties

Indicative of the tasks an employee at this level may perform are the following:

- mechanical/electrical maintenance;
- construction work.

#### Responsibility

An employee who works autonomously has responsibility for quality control, and may exercise supervision of others in related or similar work.

#### Qualification

An employee at this level will hold a trade certificate or equivalent.

#### 'QUARRY WORKER GRADE 7'

An employee at this level has demonstrated the competence to allow him/her to undertake work at this level.

A Quarry Worker Grade 7 performs above and beyond the skill of an employee at Grade 5 and to the level of his/her skill and training.

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### Duties

Indicative of the tasks an employee at this level may perform are the following:

- monitoring and control of quarry operations (Bridgewater).

### Responsibility

An employee who works autonomously in performing the duties described herein.

### Qualification

An employee must have the demonstrated technical and/or practical competency to perform duties at this level.

### Training

A Quarry Worker Grade 7 may be provided with a structured program of training to ensure their skills remain at the level required by the employer.

## **3. MIXED FUNCTIONS**

An employee engaged for 2 hours or more on any day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If for less than 2 hours he shall be paid the higher rate for the time so worked.

## **4. PAYMENT OF WAGES**

- (a) (i) All wages shall be paid in cash or by cheque or directly into a financial institution account nominated by the employee, and shall be available no later than Thursday in the pay week.
- (ii) Pay for absences due to illness will, if approved, be included in the current week's pay.
- (b) On the first pay day occurring during his employment an employee shall be paid whatever wages are due to him up to the completion of his work to the end of the last pay period. This subclause shall not apply if the employer makes a practice of allowing advances to its employees approximating wages due.
- (c) Upon termination of employment, all wages due to an employee shall be paid to him on the day of such termination or forwarded to him by post on the next working day.
- (d) An employee kept waiting for his wages on pay day after the usual time for ceasing work shall be paid at overtime rates for the time kept so waiting.

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- (e) On or prior to pay day the employer shall state to each employee in writing the total amount of wages to which he is entitled, the amount of overtime included therein, details of any deductions made therefrom and the net amount paid to him.
- (f) An employee on afternoon shift shall be paid before the time for commencing work on the pay day.
- (g) The employer shall not keep more than 3 full days pay in hand for any employee.
- (h) The employer may deduct from wages due to an employee such amount as is authorised in writing by such employee.

## **5. SUPERANNUATION**

### (a) Contributions

- (i) The employer shall make an occupational superannuation contribution equivalent to 3% of ordinary time earnings (as defined) into the fund known as TASPLAN or any other approved fund (as defined) where an exemption has been granted under subclause (c) of this clause in respect of all eligible employees (as defined) as from 22 November 1990 provided that in the case of all eligible casual employees contributions shall only be made where the employee works at least 38 hours during a fund billing statement month.
- (ii) Notwithstanding anything elsewhere contained in this clause an employee who is able to demonstrate to the employer his/her bona fide membership of the religious fellowship known as Exclusive Brethren shall have the contributions defined in subclause (a)(i) of this clause paid into the fund known as C.I.S. Superannuation Deed BR1188 being a scheme approved by the Insurance and Superannuation Commission.
- (iii) 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

**'Eligible employee'** means an employee for whom a classification appears in this award whether employed on a full-time, or casual basis and who has had at least three months continuous service with the employer. Where an eligible employee has completed at least 3 months continuous service with the employer then the superannuation contributions shall be made from the date the employee commenced employment.

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

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**'Ordinary time earnings'** shall include an employee's classification rate, overaward payments, shift loading, casual loading and any permanent all purpose work related allowance but shall exclude overtime payments, annual leave loading, annual or long service leave payments on termination and allowances paid as a reimbursement of expenses.

**'Tasplan'** shall be an approved fund established by Trust Deed made on 24 March 1987.

(c) Exemptions

The Tasmanian Industrial Commission may grant an exemption to an employer from making contributions into TASPLAN in the following circumstances:

- (i) Where the fund subject to the exemption application is an approved fund (as defined) which was established prior to 1 August 1990 and occupational superannuation contributions equivalent to 3% of ordinary time earnings (as defined) were being paid on behalf of employees in the establishment covered by this award prior to 1 August 1990 and have continued to be paid since that date; or
- (ii) Where an employer can demonstrate a special and compelling circumstance to justify the use of an approved fund other than TASPLAN.

(d) Procedure for Seeking Exemption

- (i) Employers seeking exemption in accordance with this provision shall make application through the appropriate registered organisation to the Tasmanian Industrial Commission by no later than 1 February 1991 for hearing and determination.

Such application shall contain the following information:

- (1) Name of Fund into which the funds are to be paid.
  - (2) Evidence of the Funds compliance with Commonwealth operational standards.
  - (3) Summary of structure and benefits.
  - (4) Level of administration charge.
  - (5) Any other relevant information.
- (ii) Any application shall in the first instance be considered by the union(s) party to the award which in each case have constitutional coverage for the class of employee affected. Where the union(s) agree with the application, the exemption will be granted.

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- (iii) Where agreement is not reached, the matter shall be heard and determined by the Tasmanian Industrial Commission.
- (iv) An employer who commences a new business after 1 February 1991 may make application for exemption in accordance with subclause (c) of this clause. Such application shall be made within one month of the commencement of operation of the new business. However, this provision shall not apply to a business which has been transmitted or was a subsidiary of a business subject to this award as at 1 February 1991.
- (v) For the purpose of this clause, the following companies are exempt from contributing to TASPLAN for those employees for whom contributions (equivalent to the amount nominated in subclause (a)) have been made into the funds set out below on or prior to 1 August 1990.

In the case of those employees, contributions shall continue to be made in accordance with subclause (a) into the approved funds set out below:

AMP Superleader Plan:	Hazell Bros. Duggans Pty Ltd
AMP Masterplan:	Beams Bros Pty Ltd
Australian Retirement Fund:	David Mitchell Limited Mole Creek Limestone Pty Ltd
Boral Employees Provident Fund:	BMG Resources Limited (trading as Boral Quarries)
CSR Limited Employees' Retirement Fund:	The Readymix Group
Goliath Portland Cement Company Limited Supplementary Superannuation Fund:	Besser Tasmania Pty Ltd
Pioneer International Limited Award Superannuation Fund:	Pioneer International Limited

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## **PART IV - ALLOWANCES**

### **1. CAMPING ALLOWANCE**

- (a) Employees who are required to camp or to live at the site of any work either by direction of the employer or because no reasonable transport facilities are available to enable them to proceed to and from their homes each day, shall be paid a camping allowance of \$29.80 for every complete week they are available for work. Such weekly allowance is to cover any fares incurred at the weekend by men travelling away from camp to their homes and return but an employee who is absent from duty without the employer's approval on the working day immediately prior to or succeeding a weekend shall be paid as provided in the following sentence. If required to be in camp for less than a complete week they shall be paid \$4.25 per day including any Saturday or Sunday if in camp and available for work on the working days immediately preceding and succeeding Saturday and Sunday.
- (b) Provided however, where an employer, at his own cost provides the employee with the proper mess room and cooks the employee's food free of charge the allowance provided in subclause (a) shall be reduced to \$14.80 per week or \$2.15 per day as the case may be.

### **2. DISABILITY ALLOWANCE**

In addition to the rates of wage herein prescribed, there shall be paid to each employee a disability allowance of \$19.10 each week of 38 hours worked.

When a greater or lesser number of hours than 38 are worked in a week, the disability allowance shall be paid pro rata to the hours worked.

This allowance shall be payable on annual leave, public holidays and sick leave, but is not payable on pay-out of sick leave on termination as provided in subclause (c) of Part VI – LEAVE AND HOLIDAYS WITH PAY Clause 2 - Sick Leave.

### **3. FIRST AID ALLOWANCE**

An employee holding first aid qualifications from St. John Ambulance or a similar body and appointed by the employer to perform first aid duty shall receive \$2.45 per day extra.

### **4. MEAL ALLOWANCE**

An employee required to work overtime without having been notified on the previous day or shift for more than one and one-half hours shall either be supplied with meals by his employer or be paid \$12.70 for each meal.

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## **5. TOOL ALLOWANCE**

All employees engaged in classifications that are proclaimed as trades under the *Vocational Education and Training Act 1994* shall either be supplied with all tools by the employer or be paid a tool allowance of not less than \$8.50 per week.

**PROVIDED** that such allowance shall not be subject to adjustment when computing payments for shift penalty rates, for weekend or holiday work, for overtime or for any other purpose.

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

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

#### (a) Day Workers

- (i) The ordinary hours of work for day workers shall be 38 per week. These hours are to be worked as an average of 38 per week within a 28 day cycle, or as prescribed elsewhere in this award.
- (ii) The ordinary hours of work prescribed herein may be worked on any day of the week (Monday to Friday inclusive) and shall be continuous (except for meal breaks) between the hours of 6.00a.m. and 6.00p.m.
- (iii) The spread of hours or daily hours prescribed in (i) and (ii) hereof may be altered as to some or all employees by agreement between the employer and official of the union concerned.
- (iv) Meal breaks shall be for a period of not less than 30 minutes and not more than 60 minutes.
- (v) A tea break of 15 minutes shall be allowed not later than 3 hours after the commencement of duty.

#### (b) Shift Workers

- (i) The ordinary hours of work for shift workers shall be an average of 38 per week, inclusive of crib-time, to be worked on the basis of 152 hours within a period not exceeding 28 consecutive days.
- (ii) Except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours.
- (iii) 30 minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.

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(c) Implementation of 38 Hour Week - General Provisions (All Employees)

- (i) Provided the constraints prescribed elsewhere in this award are not breached or exceeded, the 38 hour week may be worked in a number of different ways. Without limiting the generality of the range of options available, the following alternatives are listed as examples.
  - (1) 7 hours 36 minutes per day
  - (2) 19 day month
  - (3) 9 day fortnight
- (ii) The ordinary hours of work prescribed herein shall not exceed 10 hours on any day. Provided 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 in the plant or section or sections concerned.
- (iii) In determining the method of implementation of the 38 hour week, the following factors will be paramount in identifying the arrangement which best suits an individual quarry -
  - (1) The cost to the employer
  - (2) Productivity
  - (3) Service to customers

In the event that agreement cannot be reached at the work site as to the method of implementation or on any other aspect relating to the 38 hour week, including future changes in work cycles, etc., a conference with officials of the A.W.U. shall be arranged. Should the matter remain unresolved, it shall be referred to the Tasmanian Industrial Commission for resolution.

(d) Rostered Leisure Days (R.L.D.s) (All Employees)

In circumstances whereby a work cycle is arranged which includes one or more R.L.D., the following provisions shall apply where appropriate.

- (i) R.L.D.s may be taken on any day, Monday to Friday in accordance with a roster.
- (ii) In the case of shift workers, R.L.D.s may be accrued up to a maximum of 13 and taken as leave.



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- (iii) Notwithstanding anything contained herein, a work cycle may be arranged so that all R.L.D.s which would normally accrue in a full year may be allowed during one half of that year and a forty hour week be worked for the remainder of the year at ordinary time rates of pay

eg.9 day fortnight of 8 hours per day for 6 months and 40 hour week for remainder of the year.

In circumstances whereby a person's employment contract terminates part way through a work cycle arranged pursuant to this subclause, a credit or debit adjustment shall be made to the termination payout to compensate for R.L.D.s either taken in advance or alternatively accrued but not taken.

- (iv) An employer may, in consultation with the employees concerned, substitute the day an employee is to take off for another day in the case of a breakdown in machinery, or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.

An individual employee, with the agreement of his employer, may substitute the day he is to take off for another day. Such agreement shall not be unreasonably withheld.

(e) Extended Daily Ordinary Hours

- (i) Notwithstanding anything herein contained, ordinary hours not exceeding twelve on any day may be worked at ordinary time subject to:
- (1) the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on twelve hours shifts;
  - (2) proper health monitoring procedures being introduced;
  - (3) suitable roster arrangements being made;
  - (4) proper supervision being provided; and
  - (5) extended shifts shall be implemented in consultation with the union and the employees affected.

(f) Commencement Time

The normal time to commence operations may be varied between 6.00 am and 8.00 am on the giving of notice the previous day.

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(g) Weighbridge Attendant - Special Provision

Where necessary to maintain continuity of operations, weighbridge attendants shall be allowed a thirty minute paid crib to be taken as opportunity offers. Such crib shall be counted as time worked.

## **2. OVERTIME**

(a) Day Workers

(i) Penalty Rates

Except as elsewhere prescribed herein, all work done outside ordinary hours shall be paid for at the rate of time and a half for the first 2 hours and double time thereafter, such double time to continue until the completion of overtime work.

(ii) Rest Period After Overtime

When overtime 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 ordinary work on one day and the commencement of his ordinary work on the next day that he 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 has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

(iii) Overtime on Sunday or a Holiday

An employee required to work overtime on a Sunday or a holiday shall be afforded at least 4 hours work or paid for 4 hours at the appropriate overtime rate, except where such overtime is worked immediately before or immediately following an employee's ordinary rostered hours of work, when payment will be made for the actual hours worked at such appropriate overtime rate.

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(iv) Overtime on Saturday

- (1) An employee required to work overtime on a Saturday shall be afforded at least 4 hours' work or paid for 4 hours at the appropriate rate.
- (2) This subclause shall not apply to any employee performing work on recall.

(v) Standing By

An employee notified to hold himself in readiness for work outside his ordinary working hours shall until released, be paid standing by time at his ordinary rate of wage from the time he so holds himself in readiness.

(vi) Working During Meal Breaks

All work performed by day workers during meal breaks and thereafter until a meal break is allowed shall be paid for at the rate of double the ordinary rate of wage.

(vii) Meal Breaks - Maintenance Employees

An employee employed on regular maintenance shall work during meal breaks at the ordinary rate of wage whenever instructed so to do for the purpose of making good breakdowns of plant or upon routine maintenance of plant which can only be done whilst such plant is idle.

(viii) Meal Breaks During Overtime

- (1) An employee working overtime for one and one-half hours or more after working ordinary hours shall be allowed a meal break of 20 minutes which shall be paid for at the appropriate overtime rate.
- (2) An employee working overtime shall be allowed a meal break of 20 minutes at the appropriate overtime rate after each 4 hours of overtime worked provided he continues work after such meal break.
- (3) The employer and an employee may agree to any variation of this subclause 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.

(b) Shift Workers

(i) Penalty Rates

Excepting as hereinbefore provided, shift workers shall be paid at the rate of double time for all time of duty in excess of 8 hours per day or outside their regular rostered hours of duty, such double time to continue until the

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employee has been relieved from duty for at least 10 consecutive hours except where the excess time of duty is -

- (1) by arrangement between the employees themselves;
- (2) for the purpose of effecting the customary rotation of shifts;
- (3) on a shift to which an employee is transferred on short notice as an alternative to standing down the employees in circumstances which would entitle the employer to deduct payment for a day in accordance with subclause (d), Part II - EMPLOYMENT RELATIONSHIP AND ASSOCIATED MATTERS Clause 1 - Contract of Employment hereof.

**Provided that**, when not less than 10 hours notice has been given to the employer by the relief man that he will be absent from work and the employee whom he should relieve is not relieved, the unrelieved employee shall be paid the overtime rates herein prescribed.

(ii) Change of Shift

Where a shift worker, except on a normal relief or when warned on his previous shift, is required for any reason to change from one shift to another, he shall be paid overtime on the above scale for the first shift after such change and thereafter at ordinary time.

(iii) Rates not Cumulative

Overtime rates prescribed by this subclause are to be computed on the ordinary rates of pay and are not cumulative on the rates prescribed in Part V - HOURS OF WORK, PENALTY PAYMENTS AND OVERTIME Clause 4 - Holiday & Weekend Penalty Rates hereof.

(iv) Overtime Preceding a Public Holiday

A shift worker who works overtime between 11p.m. and midnight on a day immediately preceding a public holiday shall be paid for such time at the rate of double and one-half his ordinary rate of wage.

(v) Rest Period After Overtime

When overtime work including work on a Sunday or holiday is necessary, it shall wherever reasonably practicable, be so arranged that an employee works not more than 16 hours in any period of 24 consecutive hours and so that each employee may have at least 10 consecutive hours off duty between the work of successive days.

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(c) Recalls

- (i) An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of 4 hours' work at the appropriate overtime rate for each time he 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 work he was recalled to perform is completed within a shorter period.
- (ii) Paragraph (i) hereof shall not apply:-
  - (1) In cases where it is customary for an employee to return to the employer's premises for periods not exceeding 1 hour each to perform a specific job outside his ordinary working hours in which case he shall be paid for a minimum of one hour's work at the appropriate rate for each time he is so recalled; or
  - (2) Where the overtime is continuous (subject to a reasonable meal break) with the commencement of ordinary working time.
- (iii) Where the actual time worked is less than 4 hours on such recall or on each of such recalls, overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause (b) (v) hereof.
- (iv) As to recalls of less than 4 hours when an employee finishes a period of work he shall, subject to this subclause, be released until he has had 10 consecutive hours off duty without loss of pay for his ordinary working time occurring during such absence.

If, on the employer's instructions, such an employee resumes or continues work without having had such 10 consecutive hours off duty, he shall be paid at double the ordinary rate of wage until he is released from duty for such period and he shall then be entitled to be absent until he has had 10 consecutive hours off duty without loss of pay for his ordinary working time occurring during such absence.
- (v) The provisions of this subclause shall not apply where a shift is worked by arrangement between the employees themselves.

(d) Transport of Employees

Where an employee after having worked overtime or a shift for which he has not been regularly rostered or in order to commence overtime work or a shift for which he has not been regularly rostered has to travel at a time when reasonable means of transport is not available the employer shall provide him with a conveyance to and/or from his home or pay him his ordinary rate of wage for the time reasonable occupied in travelling to and/or from his home.

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(e) Night Work for Day Workers

(i) Subject to Part V – HOURS OF WORK, PENALTY PAYMENTS AND OVERTIME Clause 2 – Overtime (a)(iv) but otherwise notwithstanding anything elsewhere contained in this award a day worker who in lieu of ordinary day work, works at night for a period of not less than 8 hours on less than 5 consecutive nights shall be paid at the rate of one and one-half times the ordinary rate of wage, except on a Saturday, a Sunday or a holiday, when he shall be paid at the appropriate overtime rate prescribed for day workers.

(ii) In this subclause 'night' means any hours between 4.00pm and 8.00am.

(f) Time Off in Lieu of Overtime

By agreement between an employee and employer, time off in lieu of overtime may be allowed. Such time off shall be at the penalty equivalent.

### **3. SHIFT WORK RATES**

Employees engaged on afternoon or night shift shall be paid 15% of the rate for classification 10, subclause 1, Division A of Part III – WAGE RATES AND RELATED MATTERS Clause 1, in addition to their ordinary rates whilst so engaged.

For the purposes of this clause 'afternoon shift' means any shift finishing after 6p. and at or before midnight. 'Night shift' means any shift finishing subsequent to midnight and at or before 8 am.

### **4. HOLIDAY AND WEEKEND PENALTY RATES**

(a) The minimum rate to be paid to shift workers on continuous shifts for work performed during ordinary hours shall be as follows:

(i) between midnight on Friday and midnight on Saturday -  
time and one half;

(ii) between midnight on Saturday and midnight on Sunday -  
double time;

(iii) employees working on Public Holidays mentioned in Part VI – LEAVE AND HOLIDAYS WITH PAY Clause 5 - Holidays with Pay hereof shall be paid 2 1/2 times the ordinary rate.

The extra rates prescribed by this clause are payable only during the employee's ordinary working hours and are not cumulative on penalty rates prescribed in subclause (b) of Part V - HOURS OF WORK, PENALTY PAYMENTS AND OVERTIME Clause 2 - Overtime or of Clause 3 - Shift Work Rates.

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- (b) Subject to Part V - HOURS OF WORK, PENALTY PAYMENTS AND OVERTIME Clause 2 – Overtime (a)(iii) a shift worker on continuous work whose rostered off shift falls on a holiday, shall be paid for that day at his ordinary rate of wage or have an additional day of leave at a time mutually agreed between employer and employee.
- (c) (i) An employee working more than 9 1/2 hours on a Sunday or holiday shall be allowed a meal break of 20 minutes after the first 8 hours of work and a further meal break of 20 minutes after each 4 hours of work over 8 hours provided he continues after such meal break.
- (ii) The employer and an employee may agree to a variation of this subclause to meet the circumstances of the work provided that the employer shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.

## **5. PROVISIONS COVERING CHANGE FROM DAY TO SHIFT WORK**

A day worker who is called upon to perform shift work shall, for the first shift, be paid at overtime rates prescribed for day workers and thereafter the appropriate shift rate for the class of work performed.

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

### **1. ANNUAL LEAVE**

- (a) Quantum of Leave
  - (i) Weekly employees shall be allowed annually a period of one hundred and fifty two hours paid leave on completion of 12 months continuous service (less the period of leave).
  - (ii) Continuous shift workers shall be allowed 38 hours paid leave in addition to the leave prescribed by paragraph (i) hereof.
  - (iii) Where an employee with 12 months continuous service is engaged for part of the 12 monthly period as a continuous shift worker, he shall be entitled to have the period of leave prescribed in paragraph (i) hereof increased by 3.17 working hours for each completed month he is so continuously employed.
- (b) Annual Leave Exclusive of Public Holidays
  - (i) Subject to this subclause the annual leave prescribed shall be exclusive of any of the holidays prescribed by Part VI – LEAVE AND HOLIDAYS WITH PAY Clause 5 - Holidays with Pay 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 a working day, there shall be added to the period of annual leave time equivalent to the ordinary time which the employee

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would have worked if such day had not been a holiday or he shall be paid one day's pay at the ordinary rate of wage in lieu thereof.

- (ii) Where a holiday falls as aforesaid and an employee fails, without reasonable cause (proof whereof shall lie upon him), to attend for work at his ordinary starting time on the working day immediately following the last day of the period of his annual leave, he shall not be entitled to be paid for any such holiday.
- (c) Calculation of Continuous Service
- (i) For the purpose of this clause, service shall be deemed to be continuous notwithstanding:-
    - (1) any interruption or termination of the employment by the employer if such interruption or termination has been made merely with the intention of avoiding annual leave obligations;
    - (2) any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer; or
    - (3) any absence with reasonable cause, proof whereof shall lie upon the employee.
  - (ii) In cases of personal sickness or accident or absence with reasonable cause, an employee to become entitled to the benefit of this clause shall inform the employer, in writing if practicable, within 48 hours of the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness, injury or cause and the estimated duration of his absence. A notification given by an employee pursuant to Part VI – LEAVE AND HOLIDAYS WITH PAY Clause 2 - Sick Leave shall be accepted as notification under this subclause.
  - (iii) Any absence from work by reason of any cause not being a cause specified in this subclause shall not be deemed to break the continuity of service for the purpose of this clause unless the employer during the absence or within 28 days of the termination of the absence notified the employee in writing that such absence will be regarded as having broken the continuity of service.
  - (iv) In cases of individual absenteeism such notice shall be given in writing to the employee concerned, but in cases of concerted or collective absenteeism notice may be given to employees by the posting up of a notification in the manner in which general notification to employees are usually made and by posting to each union whose members have participated in such concerted or collective absenteeism a copy of such notice not later than the day it is so posted.



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

(vi) In calculating the period of 12 months continuous service any such absence as aforesaid shall not be taken into account except to the extent of not more than 91 days in a 12 monthly period in the case of sickness or accident.

(d) Calculation of Service

Service before the date of operation of this award shall be taken into consideration for the purpose of calculating annual leave but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or payment in lieu thereof has been allowed. The period of annual leave to be allowed under this clause shall be calculated to the nearest day, any broken part of a day in the result not exceeding half a day to be disregarded.

(e) Calculation of Month

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

(f) Leave to be Taken

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

(g) 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 an employee.

(h) Broken Leave

(i) Annual leave shall be given and taken in a continuous period or, if an employee and the employer so agree, in 2 separate periods.

(ii) An employee and the employer may mutually agree on annual leave being taken in a manner other than set out in paragraph (i) hereof so as to meet some special need of the employee concerned. This provision shall not be used so as to defeat the true purpose of annual leave.

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(i) Leave Allowed Before Due Date

- (i) The employer may allow annual leave to an employee before the right thereto has accrued due but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the 12 months in respect of which annual leave had been taken before it accrued.
- (ii) Where leave has been granted to an employee 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 one complete week of the qualifying period of 12 months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment one fifty- second 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 Part VI - LEAVE AND HOLIDAYS WITH PAY Clause 5 - Holidays with Pay.

(j) Sickness when on Annual Leave

- (i) Subject to satisfactory proof being provided in a certificate of a qualified medical practitioner obtained during the period of illness and furnished to the employer by the employee on his return to work, any period of illness of 5 or more consecutive days occurring during a period of annual leave shall, for all purposes be regarded as sick leave.
- (ii) In any case where this subclause applies the employer shall make payment for the next period of annual leave taken or payment made in lieu thereof without the addition of the loading specified in subclause (k) but only as to the extent of the relevant period of illness.

(k) Payment for Period of Annual Leave

(i) Day Workers

Each employee, before going on leave, shall be paid the amount of wages he would have received in respect of ordinary working time which he would have worked had he not been on leave during the relevant period or periods plus a loading equal to 17½% of the amount paid in respect of annual leave.

(ii) Shift Workers

Each employee who would have worked on shift work had he not been on leave a loading of 17½%.

Provided that where such employee would have received shift work allowances and/or weekend penalty rates and/or holiday penalty rates had he not been on leave during the relevant period and such allowances and/or

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penalty rates would have entitled him to a greater amount than the loading of 17½% he shall be paid the greater amount in lieu of such loading of 17½%.

(l) Proportionate Leave on Termination

(i) If an employee:

- (1) after one month's continuous service in his first qualifying 12 monthly period with the employer leaves the employment or his employment is terminated by the employer, or
- (2) after 12 months continuous service with the employer, leaves the employment or his employment is terminated by the employer, the employee shall, if employed as a day worker, be paid as follows:
  - (A) at his ordinary rate of wage for accrued leave calculated pro rata in accordance with the terms of subclause (a) hereof in respect of each completed week of continuous service for which leave has not been granted;
  - (B) if he has been employed as a continuous shift worker for the whole of the period for which he is entitled to proportionate leave, at his ordinary rate of wage for accrued leave calculated pro rata in accordance with the terms of subclause (a) hereof in respect of each completed week of continuous service for which leave has not been granted;
  - (C) if he had been employed as a continuous shift worker for part only of the period for which he is entitled to proportionate leave, at his ordinary rate of wage for accrued calculated pro rata;
- (3) in accordance with the terms of subclause (a) hereof in respect of each completed week of continuous service for which leave has not been granted, which service was other than as a continuous worker; and
- (4) in accordance with the terms of subclauses (a) and (b) hereof in respect of each completed week of continuous service for which leave has not been granted, which service was as a continuous shift worker.

(ii) The loading prescribed in subclause (k) hereof shall be paid in respect of proportionate leave on termination as if the leave had actually been taken.

(m) Annual Close Down

Where the employer closes down his plant or a section or sections thereof, for the purpose of allowing annual leave to all or the bulk of the employees in the plant or section or sections concerned, the following provisions shall apply:-

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- (i) The employer may, after giving not less than 2 weeks' notice of his intentions so to do, stand off for the duration of the close-down all employees in the plant or section or sections concerned and allow to those who have not then qualified for the full amount of annual leave paid leave on a proportionate basis for each completed week of continuous service.
- (ii) An employee who has then qualified for the full amount of annual leave and has also completed a further month or more of continuous service, shall be allowed his leave and shall, subject to subclause (b) hereof also be paid further wages on a proportionate basis for each such further completed week of continuous service.
- (iii) The next 12 monthly qualifying period for each employee affected by such close-down shall commence from the day on which the plant or section or sections concerned is reopened for work.

Provided that all time during which an employee is stood off without pay for the purposes of this subclause shall be deemed to be of service in the next 12 monthly period.

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

Employees with accrued leave entitlements as at 16 July 1984, shall have such entitlements adjusted in the relationship 38/40.

## **2. 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) he shall not be entitled to such leave of absence for any period in respect of which he is entitled to workers' compensation;
  - (ii) he shall where practicable prior to or in any event within 24 hours of the commencement of such absence, inform the employer of his inability to attend for work, and as far as may be practicable, state the estimated duration of the absence;

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- (iii) he shall prove to the satisfaction of the employer (or in the event of a dispute, the Secretary for Labour), that he was unable on account of such illness or injury to attend for work on the day or days for which the sick leave is claimed;
  - (iv) he shall not be entitled in any year to sick leave in excess of 76 hours of working time. **PROVIDED** that during the first three months of employment, sick leave shall accrue on the basis of 6.33 hours for each completed month of service with the employer.
- (b) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a)(iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave shall be credited to the employee and, subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year.
- (c) Pay-out on Termination
- (i) An employee who lawfully terminates his employment and who after 2 years of service has accumulated sick leave entitlements shall be entitled to be paid after a period of 3 months, the percentage of the scale within this clause.
  - (ii) An employee whose employment is terminated by the employer, or who retires because of age or ill health, shall be entitled to be paid the percentage of the scale within this clause of termination.
- |                     |                                |
|---------------------|--------------------------------|
| 2 years of service  | 50% of accumulated sick leave  |
| 3 years of service  | 55% of accumulated sick leave  |
| 4 years of service  | 60% of accumulated sick leave  |
| 5 years of service  | 65% of accumulated sick leave  |
| 6 years of service  | 70% of accumulated sick leave  |
| 7 years of service  | 75% of accumulated sick leave  |
| 8 years of service  | 80% of accumulated sick leave  |
| 9 years of service  | 85% of accumulated sick leave  |
| 10 years of service | 90% of accumulated sick leave  |
| 11 years of service | 95% of accumulated sick leave  |
| 12 years of service | 100% of accumulated sick leave |

(d) Transitional Provisions

Employees with an accrued sick leave credit as at 16 July 1984, shall have such credit adjusted in the relationship 38/40.

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### **3. 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 months or more.
- (ii) **'Continuous service'** means service under an unbroken contract of employment and includes:
  - (1) any period of leave taken in accordance with this clause;
  - (2) any period of part-time employment worked in accordance with this clause; or
  - (3) any period of leave or absence authorised by the employer or by the award.
- (iii) **'Employee'** includes a part-time employee but does not include an employee engaged upon casual work, unless that work has been under a continuous contract of employment of at least 12 months.
- (iv) **'Female employee'** means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
- (v) **'Male employee'** means an employed male who is caring for a child borne of his spouse or a child placed with the employee for adoption purposes.
- (vi) **'Primary care-giver'** means a person who assumes the principal role of providing care and attention to a child.
- (vii) **'Spouse'** includes a de facto or a former spouse.

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(b) Entitlement

- (i) After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For mothers, maternity leave provisions apply and for male employees, paternity leave provisions apply. Adoption leave provisions apply in the case of adoption.
- (ii) Subject to subclause (c) (vi), parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
  - (1) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
  - (2) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.
- (iii) Unless otherwise agreed between the employee and the employer, parental leave shall be granted and taken in accordance with the notice given by the employee as specified below.

(c) Maternity Leave

- (i) An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
  - (1) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least 10 weeks;
  - (2) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least 4 weeks.
- (ii) Where the employee gives notice under (d) (i) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse, and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- (iii) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or other compelling circumstances.
- (iv) An employee may commence maternity leave at any time within six weeks immediately prior to the expected date of birth.

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

(vi) Special maternity leave

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

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

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

(vii) Transfer to a safe job

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

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

(d) Paternity Leave

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

(i) 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



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- (ii) written notification of the proposed dates on which the period of paternity leave will start and finish and
  - (iii) a statutory declaration stating:
    - (1) that period of paternity leave will be taken to become the primary care-giver of a child;
    - (2) particulars of any period of maternity leave sought or taken by the mother, and
    - (3) that for the period of paternity leave, the employee will not engage in any conduct inconsistent with their contract of employment.
  - (iv) 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.

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- (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.

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(iv) Transitional Arrangements - Annual Leave

- (1) An employee working part-time under this subclause shall be entitled to any leave accrued in respect of a period of full-time employment, as if the employee was still working full-time, in the position held prior to taking leave.
- (2) (A) A full-time employee shall be entitled to annual leave accrued in respect of a period of part-time employment under this subclause, as if the employee was working part-time in the position held, immediately before resuming full-time work.  
  
(B) Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

(v) Transitional Arrangements - Sick Leave

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

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(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.

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(h) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on parental leave or working part time in accordance with this clause.
- (ii) A replacement employee may be employed part-time. The provisions of this subclause in relation to annual leave and sick leave apply to the part-time employment of replacement employees.
- (iii) Before an employer engages a replacement employee under this paragraph, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced. Specifically, the employer must advise that the period of engagement is subject to variation or change in the event that the employee on leave exercises the right to vary the period of leave.
- (iv) Unbroken service as a replacement employee shall be treated as continuous service.
- (v) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(i) Return to former position after a period of parental leave or part time work

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

- (i) An employee will give at least four weeks' notice prior of their intention to return to work after a period of parental leave or part time work in accordance with this clause.
- (ii) An employee will be entitled to the position which they held immediately before proceeding on parental leave or part time work. In the case of an employee transferred to a safe job pursuant to subclause (c) (vii) clause, the employee will be entitled to return to the position they held immediately before such transfer.
- (iii) During the period of parental leave an employee shall be entitled to return to work at any time, as agreed between the employer and the employee, provided that the employer may require notice of not more than four weeks.
- (iv) An employee shall be entitled to extend the period of parental leave on one occasion, provided that the employer may require notice of not more than four weeks.

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

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(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.

**4. BEREAVEMENT LEAVE**

- (a) Provided proof is given an employee shall be entitled to a maximum of 3 days leave without deduction of pay on each occasion of the death within the State of the employee's wife, de facto wife, father, mother, brother, sister, child, mother-in-law, father-in-law.
- (b) On each occasion the employee travels outside the State in connection with the death of one of the relatives specified an additional 2 days without deduction of pay provided proof is given.

**5. HOLIDAYS WITH PAY**

- (a) All employees (other than casuals) 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 in Clause 7 - Definitions ), 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 not for such holiday, he had been at work.
- (c) Where consequent upon any visit to Australia by Her Majesty the Queen or any other member of the Royal Family, a Public Holiday is proclaimed by the Governor-in-Council or otherwise gazetted by the Tasmanian Government under State Act throughout the State or part thereof such day shall, within the defined locality be deemed to be a holiday for the purposes of this award.
- (d) If any of the holidays mentioned in subclause (a) hereof fall on other than a usual working day, another day shall be allowed in lieu thereof.

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## **PART VII - CONSULTATION AND DISPUTE RESOLUTION**

### **1. 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 enterprise agreement shall be subject to the following requirements:
  - (i) The changes sought shall not seek to alter provisions reflecting State standards.
  - (ii) The majority of employees affected by the change must genuinely agree to the change.
  - (iii) The agreement taken as a whole shall not confer a lesser benefit to any employee than is available under the award.
  - (iv) The relevant union or unions shall be advised by the employer of his or her intention to commence discussions with employees on an agreement under this clause.
  - (v) The relevant union or unions must be a party to the agreement.
  - (vi) The relevant union or unions shall not unreasonably oppose any agreement.
- (c) An enterprise agreement shall be signed by the parties, being the employer and the union or unions, 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) The means by which any dispute arising in respect to the agreement may be resolved.
- (d) (i) A properly completed agreement shall be forwarded to the Industrial Commission.

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**PROVIDED** that the member of the Commission responsible for the award is satisfied that the agreement is not contrary to the public interest, and that it is consistent with the wage fixation principles, the agreement shall be accepted by the member of the Commission as an agreement arising out of an award as contemplated in Section 55(4) of the Act. If the member responsible is not so satisfied the member shall convene a conference of the parties for the purpose of clarifying and/or substantiating the agreement.

- (ii) If the agreement is accepted the parties shall be notified in writing and provided with a copy of the agreement and the agreement shall be forwarded to the Registrar to be filed.
  - (iii) An agreement having been accepted by a member of the Commission shall, from the date of notification referred to in paragraph (d)(ii) to the extent of any inconsistency, take precedence over the award.
- (e) The employer, upon being notified by the Commission of the acceptance of the agreement, shall provide a copy of the agreement to each affected employee.

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

## **3. RESOLUTION OF DISPUTES**

Any industrial dispute arising during the currency of the award shall be dealt with as follows:-

- (a) The matter must first be discussed between the employee and his immediate supervisor. At the employee's option his delegate may also be present.
- (b) If not settled, the matter shall be submitted by the shop steward or union representative to the industrial officer or other appropriate officer of the employer.
- (c) If not settled, the matter shall be formally submitted by the State Secretary or other appropriate official of the union concerned to the employer.
- (d) Until the matter is determined in accordance with the above procedure, work shall continue normally. All parties to the award, the employer, its officials, the unions and their members, will take all possible action to settle any dispute within 7 days of notification of the dispute to the employer.



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- (e) No party shall be prejudiced as to final settlement by the continuance of work in accordance with this subclause.

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

### **1. PROTECTIVE CLOTHING AND SAFETY BOOTS**

- (a) (i) After the completion of one month's service each employee shall be issued with three pairs of overalls. Replacement overalls will be issued in exchange for unserviceable overalls.

OR

- (ii) By arrangement between the employer and his employees at any particular plant and with the agreement of the union, an allowance of \$1.00 per week may be substituted in place of the supply of clothing.

OR

- (iii) The employer may, if he so desires, provide each employee with overalls or suitable alternative which remain the property of the employer and which are laundered at least once each week.

- (b) Up to 3 pairs of safety boots per annum shall be provided, the replacement issue to be made by the employer on production of satisfactory evidence that any boots issued previously are no longer serviceable.

- (c) In the case of a new employee who leaves within a period of 4 weeks of commencement he will be charged the cost of boots supplied but this charge will be reduced by 25% for each completed week he has worked after the first 4 weeks.

### **2. SAFETY EQUIPMENT**

Safety helmets and all necessary safety equipment shall be supplied, it shall be worn by all employees employed in the works area.

### **3. FIRST AID OUTFIT**

The employer shall at every main place of employment (including all depots) provide a sufficient first aid box and collapsible stretcher for the use of sick or injured employees and shall always keep the same in proper order. Such outfit shall consist of at least the following:-

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Lotions:

- Boracic acid (eyewash),
- acriflavine (0.1% solution),
- sodium bicarbonate (solution: one dessertspoon to one pint of water),
- Lysol, sal volatile, or suitable alternative items.

Equipment:

- 1-inch roll bandages,
- 2 1/2-inch roll bandages, 4-inch roll bandages,
- triangular bandages,
- lint,
- cotton wool,
- splints capable of being used in 12-inch, 18-inch, 24-inch or in 30- inch lengths,
- one pair of scissors,
- snake-bite scarifier
- permagnate of potash.

#### **4. ACCOMMODATION AND CONVENIENCES**

- (a) The employer, for the use of his employees and in order to comply with the requirements of the Factories, Shops and Offices Act shall -
- (i) supply boiling water at meal times;
  - (ii) supply in each workshop wholesome cool drinking water;
  - (iii) in each workshop and at other places where employees are regularly employed, provide and continuously maintain at a place or places reasonably accessible to all employees an efficient first aid outfit;
  - (iv) provide at some reasonably convenient place on his premises a suitable locker for each employee or hanging facilities which afford reasonable protection for employees clothes;
  - (v) provide proper and sufficient washing facilities;
  - (vi) provide proper and sufficient sanitary conveniences.
- (b) Subclause (a)(iii) hereof shall not apply where the law of the State of Tasmania would but for this clause require the employer to provide first aid facilities for use by any of its employees.

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## **5. CLOTHING, EQUIPMENT AND TOOLS**

### (a) Damage to or Loss of Clothing and Tools

- (i) Compensation to the extent of the damage sustained shall be made by the employer where, in the course of the work, clothing of an employee is damaged or destroyed by fire or molten metal or through the use of corrosive substances.
- (ii) Where an employee's clothing left in a change room or other shelter is destroyed by fire, the employer shall, unless such destruction is in any way caused by the employee's own act or neglect, reimburse the employee to a maximum of \$120.00.

### (b) Gloves

Suitable gloves shall be provided by the employer for such work as reasonably requires the use of gloves.

### (c) Goggles

- (i) Suitable mica or other goggles shall be provided by the employer for such work as reasonably requires the use of goggles. Where used by more than one employee, such goggles shall be sterilised before being used by another employee.
- (ii) Goggles containing celluloid shall not be considered suitable for the purposes of this subclause.

### (d) Masks

- (i) Where necessary, a suitable mask shall be provided by the employer for an employee required to use compressed air for blowing dust from electrical machinery.
- (ii) Masks containing celluloid shall not be considered suitable for the purposes of this subclause.

### (e) Protective Equipment - Repairs to Oil Fired Equipment

The employer shall provide a sufficient quantity of the undermentioned equipment to an employee required in the course of repairs to work inside oil fired boilers on work necessitating the use of such equipment:-

- (1) combination overalls;
- (2) gloves, tight fitting at the wrist;
- (3) spats;

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(4) an approved type of air-fed helmet and/or respirator.

(f) Clothing - Operators and Attendants on Earthmoving Equipment

Operators and attendants on earthmoving equipment working where they are liable to become wet shall be supplied by the employer with water-proof clothing and/or boots.

(g) Protective Clothing and Equipment

Each employee shall be supplied free of charge one 'souwester' each year.

If an employee is required to work in a wet place or in heavy rain he shall be provided with gum boots or over boots, oilskins and suitable headwear, so as to protect him from getting wet.

A place shall be deemed to be wet when water, other than rain, is continually dropping from overhead so as to saturate the clothing of the employee if unprotected and/or when water in the place where the employee is standing is over 2 inches deep.

Rain shall be deemed to be heavy when, if the employee works therein as required, his clothing will become saturated.

(h) Wearing or Using of Protective Equipment

An employee who is, pursuant to this clause, supplied with any of the protective equipment specified shall wear or use, as the case may be, such equipment in such a way as to achieve the purpose for which it is supplied.

(i) Negligent Loss of Clothing or Tools

An employee supplied with protective clothing, equipment and/or tools in accordance with this clause shall replace or pay for any such clothing, equipment and/or tools so supplied if lost or damaged through his negligence.

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

### **1. RIGHT OF ENTRY**

For the purposes of Section 77 of the *Industrial Relations Act 1984*, the following organisation of employees shall be recognised:-

The Australian Workers' Union, Tasmania Branch

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## **2. NOTICE BOARD**

The employer shall provide a notice board of reasonable dimensions to be erected in a prominent position in its establishment, upon which an accredited union representative shall be permitted to post formal union notices, signed or countersigned by the representative posting them. Any notice posted on such board not so signed or countersigned may be removed by an accredited union representative or by the employer.

P C Shelley  
**DEPUTY PRESIDENT**

12 August 2004