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TASMANIAN INDUSTRIAL COMMISSION

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

Tasmanian Trades and Labor Council
(T5985 of 1995)

ELECTROLYTIC ZINC AWARD

FULL BENCH:
PRESIDENT F D WESTWOOD
DEPUTY PRESIDENT A ROBINSON
COMMISSIONER P A IMLACH

Award variation - nominated private and public sector awards - "Supported Wage System" - application approved - orders to issue - operative from 23 February 96

ORDER BY CONSENT:-

No. 3 of 1996
(Consolidated)

A NEW CLAUSE IS SUBSTITUTED FOR CLAUSE 8 WAGE RATES AND THE AWARD IS CONSOLIDATED.

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1. TITLE

This award shall be known as the "Electrolytic Zinc Award".

2. SCOPE

This award is established in respect of the production of:

electrolytic zinc, zinc oxide, acid and other products of zinc ores and aluminium sulphate at Pasminco Metals EZ's operations at the Risdon Plant.

3. ARRANGEMENT

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4. DATE OF OPERATION

This award shall come into operation on and from 23 February 1996.

5. SUPERSESSION AND SAVINGS

This award incorporates and supersedes No.5 of 1993 (Consolidated), No.6 of 1993, No.1 of 1994, No.2 of 1994, No.1 of 1995, No.2 of 1995, No.3 of 1995, No.1 of 1996 and No.2 of 1996.

6. PARTIES AND PERSONS BOUND

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

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

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

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

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

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

(iii) The Australian Workers' Union, Tasmania Branch and the officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope;

(iv) the Construction, Forestry, Mining and Energy Union, Tasmanian Branch and the officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope;

(v) the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia and the officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope;

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(vi) the Transport Workers' Union of Australia, Tasmanian Branch, and the officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope;

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

(i) the Australian Mines and Metals Association (Incorporated) and the officers of that organisation and their members who are engaged in the industry specified in Clause 2 - Scope; and

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

7. DEFINITIONS

'Boiler Operators Certificate' shall mean certification provided by the Department of Employment, Industrial Relations and Training's Division of Occupational Health and Safety.

'Employee Development Scheme' shall mean a process of career progression according to demonstrated competency in skills contained within training modules. As the employee demonstrates the ability to perform skills contained within a training module he/she is credited with the points value of that module, or formal qualification. Once an employee satisfies the criteria for each grade he/she will progress to that grade and receive the pay rate for that grade.

'Formal qualification' shall mean a document attesting the fulfilment of conditions contained in the syllabus of a course of formal instruction by an accredited provider.

'Individual Career Statement' shall mean a record of all skills from the Employee Development Scheme for which the employee has been assessed as competent. Employees are required to perform all skills contained within their Individual Career Statement. The level of skill is expressed as either a points level or formal qualification which determines each employee's grade.

'Points' shall mean a numerical unit of value allocated to a training module, within the Production Service Person Matrix or Trade/Technical Training Matrix.

PRODUCTION SERVICE PERSONS CLASSIFICATION

'Production Service Person Grade 0' shall mean an employee who has acquired less than 100 points from the relevant Production/Service Person Training Matrix.

'Production Service Person Grade 1' shall mean an employee who has acquired 100 points from the relevant Production/Service Person Training Matrix.

'Production Service Person Grade 2' shall mean an employee who has acquired 250 points from the relevant Production/Service Person Training Matrix.

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'Production Service Person Grade 3' shall mean an employee who has acquired 430 points from the relevant Production/Service Person Training Matrix.

'Production Service Person Grade 4' shall mean an employee who has gained 680 points from the relevant Production/Service Person Training Matrix.

'Production Service Person Grade 5' shall mean an employee who has acquired 880 points from the relevant Production/Service Person Training Matrix.

'Production Service Person Grade 6' shall mean an employee who has acquired 1,080 points from the relevant Production/Service Person Training Matrix.

'Production Service Person Grade 7' shall mean an employee who has gained greater than 1,240 points from the relevant Production/Service Person Training Matrix.

'Production/Service Person Training Matrix' and **'Trade/Technical Training Matrix'** shall mean a syllabus containing all of the training modules available to a particular stream within the Production/Service Person or Trade/Technical classification.

'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.

TRADES/TECHNICAL PERSON CLASSIFICATIONS

'Trades/Technical Person Grade 1' shall mean an employee who is employed in a recognised trade classification and who has less than 175 points from the relevant Trade/Technical Training Matrix, or less than 'A' modules from the appropriate Associate Diploma course.

'Trades/Technical Person Grade 2' shall mean an employee who has gained 175 points from the relevant Trade/Technical Training Matrix, or 'B' modules from the appropriate Associate Diploma course.

'Trades/Technical Person Grade 3' shall mean an employee who has gained 350 points from the relevant Trade/Technical Training Matrix, or 'C' modules from the appropriate Associate Diploma course.

'Trades/Technical Person Grade 4' shall mean an employee who has gained 525 points from the relevant Trade/Technical Training Matrix, or 'D' modules from the appropriate Associate Diploma course.

'Trades/Technical Person Grade 7' shall mean an employee who has gained 1080 points from the relevant Trade/Technical Training Matrix, or 'G' modules from the appropriate Associate Diploma course.

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'Trades/Technical Person Grade 8' shall mean an employee who has gained 'H' modules from the relevant Tertiary Institution's Training Syllabus, defined by a formal qualification or the equivalent level of accredited training.

'Trades/Technical Person Grade 9' shall mean an employee who has gained 'I' modules from the relevant Tertiary Institution's Training Syllabus, defined by a formal qualification or the equivalent level of accredited training.

'Trades/Technical Person Grade 10' shall mean an employee who has gained 'J' modules from the relevant Tertiary Institution's Training Syllabus, defined by a formal qualification or the equivalent level of accredited training.

8. WAGE RATES

The amounts set out hereunder shall be the minimum rates payable to adult employees therein named:

	Base	Supplementary Payment	Amount per week of 38 hours
	$	$	$
DIVISION 1 - TRADES/TECHNICAL PERSONS			
Grade 1	409.90	37.80	447.70
Grade 2	431.60	37.80	469.40
Grade 3	446.30	37.80	484.10
Grade 4	462.30	37.80	500.50
Grade 5	484.40	37.80	522.20
Grade 6	506.00	37.80	543.80
Grade 7	522.10	37.80	559.90
Grade 8	542.10	37.80	579.90
Grade 9	562.10	37.80	599.90
Grade 10	582.00	37.80	619.80
DIVISION 2 - PRODUCTION SERVICE PERSONS			
Grade 0	345.70	30.30	376.00
Grade 1	354.80	30.30	385.10
Grade 2	363.90	30.30	394.20
Grade 3	373.70	30.30	404.00
Grade 4	392.60	30.30	422.90
Grade 5	404.20	30.30	434.50
Grade 6	415.80	30.30	446.10
Grade 7	427.40	30.30	457.70

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Employees classified in Division 1 - Trades/Technical Persons:

(a) Who are holders of an 'A' Grade licence shall be paid an additional allowance of $11.90 per week.

DIVISION 3 - APPRENTICES

The minimum wage rates for apprentices shall be:

Four year term -

	% of Grade 1 Tradesman's Wage
First year	38
Second year	55
Third year	75
Fourth year	95

Apprentices will also receive a supplementary payment of $30.30 per week.

DIVISION 4 - WATERSIDE WORKERS

(That is to say, employees engaged in the handling of cargoes on the wharf of the employer, and/or on shipboard, in the course of transit from or to the hoppers or stacks of the employer for the immediate purpose of loading or unloading overseas ships).

(a) (i) The minimum rate of wage which shall be paid to employees under this section of the award between the hours of 7.45 am and 3.45 pm on Monday to Friday inclusive shall be $14.8561 per hour.

(ii) In addition to the wage rate prescribed in subsection (a)(i) hereof, the following additional amounts shall be paid to employees engaged on waterside work in the undermentioned classifications:

	$ Per Hour
Gantry crane drivers	1.5263
Leading Hands	1.7298
Fork lift truck drivers	0.5088

Such additional amounts shall be subject to the penalty additions prescribed in this section of the award.

(b) Working outside ordinary hours - Monday to Friday:

(i) Between 3.45 pm and 11.45 pm, Monday to Friday inclusive - one and one-half times the ordinary rate.

(ii) Between 11.45 pm and 7.45 am, Monday to Friday inclusive - and between 11.45 pm Sunday and 7.45 am Monday - double the ordinary rate.

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(c) Saturday work - Between 11.45 pm Friday and 11.45 pm Saturday - double the ordinary rate.

(d) Sunday work - Between 11.45 pm Saturday and 11.45 pm Sunday - two and one-half times the ordinary rate.

(e) Holiday work - All work done on New Year's Day, Australia Day, Hobart Regatta Day, Eight Hours' Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day (as defined), Christmas Day and Boxing Day:

Between 7.45 am and 11.45 pm - two and one half times the ordinary rate.

Between 11.45 pm and 7.45 am - treble the ordinary rate.

(f) (i) Employees working under this section of the award shall be paid for the mid-shift crib times at the rates prescribed for the shifts concerned. Such crib times shall be taken at the following times:

Day Shift	11.45 am to 12.15 pm
Afternoon Shift	7.45 pm to 8.15 pm
Night Shift	3.45 am to 4.15 am

(ii) Employees under this section of the award who are required to work during the crib times prescribed by paragraph (i) hereof shall be paid the following rates for such crib times and thereafter until a crib time is allowed or the employee ceases work:

Monday to Friday -

Day Shift	double the ordinary rate
Afternoon Shift	double the ordinary rate
Night Shift	treble the ordinary rate

Saturdays -

All Shifts	treble the ordinary rate

Sundays and holidays prescribed in subclause (e) hereof -

All Shifts	three and a half times the ordinary rate

(g) Before starting waterside work immediately after working a full day or shift of eight hours, employees shall be allowed a paid crib time of thirty minutes, unless the period of waterside work is to be one and a half hours or less.

If, with the approval of the employees concerned, such waterside work is continued for more than one and a half hours without a meal break, payment at the appropriate waterside workers' rates is to be made in lieu of crib.

An employee shall not work for more than five hours without a break for a meal.

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(h) The foregoing special provisions as to overtime and Sundays and holidays for waterside workers as herein defined are in lieu of the provisions relating to payment for overtime and for work performed on Sundays and holidays prescribed under the general conditions of this award.

DIVISION 5 - SERVICE AND EXPERIENCE PAYMENT

In addition to the wage rates and allowances prescribed in Division 1 all employees mentioned herein shall, subject to continuous service be paid the following amounts:

(a) On completion of 26 weeks service - $3.20 per week extra.

(b) On completion of 1 year's service - $4.10 per week extra.

(c) On completion of 2 years' service - $9.30 per week extra.

(d) On completion of 5 years' service - $11.90 per week extra.

(e) On completion of 10 years' service - $18.00 per week extra.

(f) On completion of 15 years' service and thereafter - $24.00 per week extra.

Payment of the amounts prescribed shall be on the basis of a 38-hour week and when a greater or lesser number of hours than 38 are worked, payment shall be made pro rata to the hours worked.

Payments of the amounts prescribed shall continue to be made during periods of annual leave or other absences approved by the employer during which ordinary wages are paid.

Continuous service for the purpose of this clause means continuous service with the recognised employer in the industry for which this award is established.

DIVISION 6 - SHIFT ALLOWANCE

(a) Regular shift workers included in Divisions 1, 2 and 5 hereof shall be paid a shift allowance of $1.69 per week of 38 hours. This allowance shall be taken into consideration in the computation of overtime and other penalty rates and shall be included in payments for leave entitlements.

(b) Regular shift workers, whilst performing any afternoon or night shift or part thereof, shall receive an additional allowance at the rate of 15% of $350.90 per week of 38 hours, less the sum of $1.65 per week prescribed in subclause (a) of this clause. This additional allowance shall not be taken into consideration in the computation of overtime and other penalty rates but shall be included in payments for leave entitlements.

DIVISION 7 - TOOL ALLOWANCE

All employees engaged in classifications that are proclaimed as trades under the Industrial and Commercial Training Act 1985, shall either be supplied with all tools by the

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employer or be paid a tool allowance of not less than $5.10 per week. The exceptions being carpenters and carpentry apprentices (after the first year of employment as such) where such amount shall be not less than $12.30 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.

DIVISION 8 - DIRECT DEPOSIT ALLOWANCE

All employees whose wages are paid by direct deposit shall be paid a flat weekly allowance of 31 cents, such allowance to be compensation for Government charges imposed by financial institutions on account transactions.

DIVISION 9 - SUPPORTED WAGE SYSTEM

(a) Eligibility criteria

Subject to this division an employer may engage employees at a supported wage rate (as set out in subclause (c) of this division) 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 division 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 division does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the above Act, or if a part only has received recognition, that part.

(b) For the purposes of this division:

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

(ii) **"Accredited Assessor"** means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

(iii) **"Disability Support Pension"** means the pension available under the Commonwealth pension scheme to provide income security for persons with a

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disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

(iv) **"Assessment instrument"** means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

(c) Supported wage rates

Employees to whom this division 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 (subclause (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 $45 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 division, 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

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party to the assessment, it shall be referred by the Registrar of the Tasmanian Industrial Commission to the union by certified mail and shall take effect unless an objection is notified to the Registrar of the Tasmanian Industrial Commission within 10 working days.

(f) Review of assessment

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

(g) Other terms and conditions of employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the supported wage provisions of this division 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 division 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 division for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 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 $45 per week or such greater amount as is agreed from time to time between the parties.

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

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

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9. ANNUAL LEAVE

(a) Period of Leave

(i) Day Workers

A period of 19 working days' leave shall be allowed annually after 12 months' continuous service (less the period of annual leave).

(ii) Shiftworkers

In addition to the leave hereinbefore prescribed, shiftworkers shall be allowed 5 working days' leave. For the purposes of this clause, a shiftworker is an employee who is rostered to work regularly on Sundays and/or holidays.

The total of annual leave entitlement and accrued leisure days for shift workers is 37 days per annum, and for Monday to Friday day workers is 32 days per annum. The aggregate of block leisure leave and annual leave must be taken in two parts, with neither part being less than 12 days.

Where an employee with 12 months' continuous service is engaged for part of the 12 monthly period as a shiftworker, he shall be entitled to have the period of annual leave hereinbefore prescribed increased by one day for each two months he is continuously engaged.

(b) Annual Leave Exclusive of Public Holidays

Subject to this subclause, the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by Clause 17 - Holidays with Pay hereof, and if any such holiday falls within an employee's period of annual leave and is observed on a day which, in the case of that employee, would have been an ordinary working day, there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

Notwithstanding the foregoing provisions, a shift worker shall have added to his period of annual leave one day for each statutory holiday which occurs during the period of his annual leave, whether or not such holiday is observed on a day which, but for such leave, would have been a rostered day off.

This shall not apply to a statutory holiday which is observed on a Saturday or on a Sunday.

Where a holiday falls as aforesaid and the employee fails without reasonable cause proof whereof shall be 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.

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(c) Broken Leave

The annual leave shall be given and taken in a continuous period, or if the employee and employer so agree, in 2 separate periods and not otherwise.

(d) Calculation of Continuous Service

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

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

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

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

In cases of personal sickness or accident or absence with reasonable cause, the employee to become entitled to the benefit of this subclause shall inform the employer, if practicable, within 24 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.

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 14 days of the termination of the absence notifies the employee in writing that such absence will be regarded as having broken the continuity of service.

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

(e) Payment in Lieu Prohibited

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

(f) Time of Taking Leave

Annual leave shall be given at a time fixed by the employer within a period not exceeding 6 months from the date when the right to annual leave accrued and after not less than 2 weeks' notice to the employee.

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(g) Leave Allowed Before Due Date

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

Where leave has been granted to an employee pursuant to this subclause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months' continuous service in respect of which the leave was granted, the employer may, for each completed month of the qualifying period of 12 months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wage paid on account of the annual leave which amount shall not include any sums paid for any of the holidays prescribed by Clause 17 - Holidays with Pay hereof.

(h) Payment for Period of Annual Leave

(i) Shift Workers

Each employee employed as a Regular Shift Worker in Clause 8 - Wage Rates, Divisions 1 or 2 hereof, shall be paid before going on annual leave, the amount of wage the employee would have received in respect of the ordinary hours which the employee would have worked in accordance with the employee's roster, or with the employee's projected roster.

(ii) Day Workers

Each employee employed as a Day Worker in Clause 8 - Wage Rates, Divisions 1 or 2 hereof, shall be paid before going on annual leave four weeks' wages except where such employee is employed in Shipping and Transport Division, in which case the employee shall be paid four weeks' wages calculated on the employee's average weekly earnings in respect of the ordinary hours worked during the relevant annual leave accrual period.

(iii) In addition each employee shall receive a loading of 17 1/2% on payments made under the provisions of Clause 8 - Wage Rates, Division 5 (Service and Experience Payment) hereof, for the period of annual leave.

Where the wage rate is relevant to the calculation of the payment for annual leave, the wage rate to be applied shall be determined by averaging wage rates paid to the employee concerned for ordinary hours worked in the immediately preceding 20 ordinary working days.

(i) Proportionate Leave on Termination of Service

If after 4 weeks' continuous service in any qualifying 12 monthly period an employee leaves their employment lawfully in accordance with the provisions of

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Clause 13 - Contract of Employment, subclause (a) hereof, the employee shall be paid at the rate of wage as provided by subclause (h) above as follows:

(i) Day Workers - 11.7 hours for each completed four weeks of continuous service.

(ii) Shift Workers - 14.8 hours for each completed four weeks of continuous service.

Where an employee has given or been given one week's notice of termination and absents himself from work during the period of notice in the manner prescribed in Clause 13 - Contract of Employment, subclause (c) hereof, in addition to the penalty therein prescribed the employee shall forfeit part of his leave entitlement such as to bring his forfeiture of leave and pay entitlements up to a maximum of one week in the aggregate.

Where an employee is summarily dismissed for misconduct or abandons his employment without giving notice he shall forfeit his leave entitlement.

10. AWARD REVIEW

The parties are committed to an on-going review of the terms of the Electrolytic Zinc Award.

The changes to the award may provide for more flexible working arrangements, more flexible hours of work, enhanced skill levels, and improved job satisfaction.

The process of award review will be consistent with the EZ Restructuring Agreement of 1988, as registered with the Tasmanian Industrial Commission.

11. COMPASSIONATE LEAVE

An employee shall, on the death of a wife, husband, father, mother, child, stepchild, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, grandparent, de facto husband and/or wife, be entitled, upon application being made to, and approved by the employer, to leave up to and including the day after the funeral of such relative, and such leave shall be at ordinary rates of pay for a period not exceeding 24 working hours, provided that no payment shall be made in respect of an employee's rostered days off. Such leave shall also apply to an employee who attends a funeral overseas of the abovementioned relatives.

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

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12. CONSULTATIVE PROCEDURES

The parties to this award will establish a consultative mechanism and procedures appropriate to the size, structure and needs of PMEZ measures raised by the employer, employees or union or unions for consideration consistent with the objectives of Clause 28 - Structural Efficiency herein, shall be processed through a consultative mechanism and procedures.

13. CONTRACT OF EMPLOYMENT

Weekly Employment

(a) Employment shall be by the week and, 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.

(b) Subclause (a) above shall not affect the right of the employer to dismiss any employee without notice for misconduct, and in such cases the wages shall be paid up to the time of dismissal only; or to deduct payment for any day the employee cannot be usefully employed because of any strike or through any break-down in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

The right of the Company to deduct payment for any day an employee cannot be usefully employed because of a strike is subject to the following conditions:

(i) The Company shall notify the employee of its intention to exercise the above right and the employee shall be deemed to be stood-down until he is advised to resume work, which may be done verbally or in writing, or by public notice.

(ii) An employee who is stood-down shall be considered for all purposes of this award, as having maintained continuity of employment notwithstanding such standing-down.

(iii) An employee who is stood-down may, at any time during the stand-down period, terminate his employment without notice. Such termination will operate forthwith.

(iv) An employee who terminates his employment under paragraph (iii) above shall be treated as if his employment had been terminated without default of the employee.

(v) An employee who is stood-down shall be at liberty to take alternative employment.

(vi) Save and except an employee who is a member of an organisation engaged in a strike at any establishment of the Company, an employee stood-down for a period of more than one week who has exercised the right to take other employment, shall be entitled to work out in such other employment, after

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notification of resumption of operations, notice of up to one week provided he notifies the Company of his so doing.

(vii) An employee whom the Company proposes to stand-down may elect to take for the period of the stand-down only, any annual leave to which he is entitled, or which is accruing to him, and upon such election being exercised, the employee's annual leave shall be reduced accordingly.

(viii) The Company shall not deduct payment for any day prescribed by this award as a public holiday, which occurs during the period of stand-down of an employee (other than an employee who is a member of an organisation engaged in a strike at any establishment of the Company), except to the extent that such employee has become entitled to payment for the holiday in other employment. An employee claiming payment for a holiday shall advise the Company of details of any other employment during the stand-down period and the remuneration received therein. If requested by the Company, this shall be in the form of a Statutory Declaration.

(c) Where an employee has given or been given notice as aforesaid he shall continue in his employment until the date of the expiration of such notice. Any employee who, having given or been given notice as aforesaid, without reasonable cause (proof of which shall lie on 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.

Latecomers

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

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

(e) The following procedures shall be followed when a matter arises which could lead to a dispute affecting the Company and/or its employees.

(i) Where any grievance or claim arises the employee and/or delegate of the union involved will raise the matter directly with his immediate supervisor.

The supervisor will give an answer or a progress report to the employee and/or delegate by the end of the next ordinary working shift.

(ii) Where a grievance or claim is not resolved as set out above, the supervisor will notify the Divisional Manager before the end of that shift of a foreshadowed dispute, hereafter referred to as a dispute.

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(iii) The Divisional Manager will discuss the dispute with the delegate in an endeavour to resolve the issue, and will give an answer or a progress report to the delegate by the end of his next ordinary working shift after the shift referred to in paragraph (ii) hereof.

(iv) Whilst discussions are taking place in accordance with paragraph (i), (ii), or (iii) hereof, the accepted custom or practice (status quo) that existed prior to the grievance or claim arising will prevail and will remain in practice until the disputed issue is resolved.

(v) Failing agreement the matter will be referred to the Manager, Human Resources or his Deputy who will notify the delegate of a mutually acceptable meeting date (or within five ordinary working days) which shall be convened for the purpose of resolving the dispute.

The delegate or employer may elect whilst the above procedures are taking place, to advise State Officials of the union involved in an endeavour to assist in the resolution of the dispute.

(vi) The delegate will not call a stop work meeting provided paragraphs (iv) and (v) above are implemented.

In any event the delegate shall notify the Manager, Human Resources or his Deputy before calling a stop work meeting.

(vii) Failing agreement after following the above procedure the dispute may at the option of either party, be referred to the Tasmanian Industrial Commission.

(viii) The above procedures do not apply to claims, issues or disputes relating to genuine safety matters. In such matters the Company will undertake immediate investigations including discussions with the employee(s) and/or delegate(s) and/or officials of the union(s) involved.

Where the matter is not agreed and the union(s) decide(s) not to work in an area considered safe by the employer the matter shall be referred to the appropriate authority at the first available opportunity for determination.

(ix) <u>General Claims, Issues and Disputes</u>

The official(s) and delegate(s) of the union(s) involved will place the claim, issue or dispute before the Company's Employee Relations Group which will take all reasonable steps to reply as soon as possible.

Failing agreement, the claim, issue or dispute may be referred to the Tasmanian Industrial Commission, if the union(s) wants to pursue it further.

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

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

(iii) Any direction issued by an employer pursuant to paragraphs (i) and (ii) hereof, shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

14. DAMAGE TO TOOLS AND CLOTHING

Compensation to the extent of damage sustained shall be made where, in the course of work, clothing or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances.

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

15. DEDUCTIONS

In accordance with Section 51 of the Industrial Relations Act 1984, deductions may be made from wages for contributions of members of the Electrolytic Zinc Employees' Insurance Society in accordance with the rules thereof, also for any other purpose for the benefit of the employees, for which the consent of the employees concerned has been obtained in writing.

16. EXTRA RATES NOT CUMULATIVE

Extra rates prescribed in this award for overtime on Saturday, Sunday work or work performed on any of the statutory holidays prescribed by Clause 17 - Holidays with Pay, subclause (a) hereof, (except those especially so prescribed in Clause 8 - Wage Rates, Division 4 (Waterside Workers), and for day workers who work on any of the statutory holidays prescribed in Clause 17 - Holidays with Pay, subclause (a) hereof) are not cumulative so as to exceed the maximum of double time of the ordinary rate.

17. 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), Recreation Day (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day.

(b) Notwithstanding the provisions of subclause (a) if the day on which a public holiday is observed falls on the rostered day off of a shift worker, such employee shall be paid his ordinary rate for the time he would have worked if the holiday were not his

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day off. This provision shall not apply to a public holiday which is observed on a Saturday or Sunday. For the purposes of this subclause, ordinary rate shall be that prescribed by Clause 8 - Wage Rates of this award for the occupation in which the employee is ordinarily engaged.

18. HOLIDAY WORK

(a) All work done on any of the holidays specified in Clause 17 - Holidays with Pay, hereof shall be paid at the rate hereunder prescribed:

Day Workers - Double time and a half
Shift Workers - Double time

(b) Employees other than shift workers shall not be called upon to work on the foregoing public holidays unless the work to be performed is of a special and necessary character or in a continuous process.

Payments under this subclause shall be included in the wages payable for the current pay period.

(c) Payment for the holidays mentioned in Clause 17 - Holidays with Pay, subclause (a) hereof, which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when if it were not for such holiday, he had been at work.

(d) Payment to an employee for work performed on holidays mentioned in Clause 17 - Holidays with Pay, subclause (a) hereof, shall be at the rates prescribed elsewhere in this award.

(e) Notwithstanding the previous provisions of this clause an employee who refuses to work when required to do work of a special and necessary character or in a continuous process shall forfeit his right to any payment for the holiday on which he fails to work.

19. HOURS OF WORK

Day Workers

(a) For all day work employees the ordinary hours of work shall be 38 per week to be worked as an average of 38 per week within a twenty-eight day cycle, Monday to Friday, inclusive between the hours of 7.45 am and 4.20 pm, exclusive of crib-time of 35 minutes, to be taken between 12.30 pm and 1.05pm. A morning tea break of 20 minutes including walking and washing up time will be allowed from 10.00 am.

(i) subject to mutual agreement between employees and their supervisor ordinary hours may commence at 5.45 am but not extend beyond 5.45 pm.

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Crib time and morning tea time will be taken at an agreed time to satisfy the rearranged start and finish times.

Shift Workers

(b) For shift workers the ordinary hours of work shall average 38 per week and shall not exceed 152 hours in 28 consecutive days; provided that by agreement a roster system may operate on the basis that the weekly average of 38 working hours is achieved over a period exceeding 28 consecutive days.

(c) Subject to the following conditions, such shift workers shall work at such times as the employer may require:

(i) A shift shall consist of not more than 8 hours inclusive of crib-time.

(ii) Except at the regular changeover 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.

(d) By agreement between the employer, union or unions concerned and the majority of employees in the section or sections concerned, ordinary hours not exceeding twelve on any day may be worked subject to:

(i) proper health and monitoring procedures being introduced;

(ii) suitable roster arrangements being made;

(iii) proper supervision being provided;

(iv) the terms and conditions of each proposed shift arrangement will be registered in the Tasmanian Industrial Commission; and

(v) prior to discussions commencing, all parties shall be duly notified.

These terms and conditions may provide for trialing and testing of such an arrangement.

(e) Notwithstanding the conditions set out in the following:

Clause 17 - Holidays with Pay
18 - Holiday Work
19 - Hours of Work
20 - Overtime
25 - Saturday Work
29 - Sunday Work

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employees working in excess of 8 ordinary hours per day by agreement, the terms and conditions in relation to the matters set out in this clause shall be included in an agreement registered with the Tasmanian Industrial Commission.

20. OVERTIME

Award Employees (excluding Clause 8 - Wage Rates, Division 4 (Waterside Workers))

Day Workers

(a) For all work done by day workers before or after the times of the day mentioned in Clause 19 - Hours of Work hereof, or on Saturday, overtime shall be paid at the rate of double time.

Shift Workers

(b) Shift workers shall be paid at the rate of double time for all time of duty beyond 8 hours per day, except where the excess time of duty is:

(i) by arrangement between the employees themselves;

(ii) for the purpose of effecting the customary rotation of shifts and of reliefs.

(c) Shift work shall be rostered for periods of not less than a fortnight, but shifts may be changed from time to time as may be necessary for the operation of the works.

PROVIDED that:

(i) unless an employee is given 48 hours' notice of change of shift; or

(ii) unless not less than 7 clear days' notice is given of change of employees' days off,

overtime at the rate of double time shall be paid for work performed on such changed shift or day off, irrespective of the number of hours otherwise worked in any fortnight.

(d) A shift worker required to work overtime immediately after working ordinary hours shall be paid a minimum of one hour's work at the appropriate rate provided that except in the case of unforeseen circumstances arising the employee shall not be required to work the full hour if the job which he is held back to perform is completed within a shorter period.

Overtime - General

(e) Except as otherwise provided in subclause (f) hereof, in computing overtime each day's or shift's work shall stand alone. For such purpose a day shall be deemed to commence at 11.45 pm.

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Notwithstanding the foregoing, a shift worker (whether or not he has been given notice of change of shift pursuant to subclause (c) of this clause) who concludes work of 8 hours on his regularly rostered shift at 11.45 pm and is then required to immediately commence his changed rostered shift commencing at 11.45 pm and finishing at 7.45 am shall be paid double the ordinary rate for such second consecutive shift.

(f) An 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 time of duty occurring during such absence.

If, on the instructions of his employer, any employee resumes work without having had such 10 hours off duty, he shall be paid at double rates until he is relieved from duty to take such rest period and he shall then be entitled to be absent until he has had 10 consecutive hours off duty without deduction of pay for ordinary time of duty occurring during such absence.

PROVIDED that time off duty without loss of pay shall not be regarded as time worked for the computation of overtime or other penalty rates.

In the case of day workers, such rest period shall be exclusive of crib-time set out in Clause 19 - Hours of Work, subclause (a) hereof.

(g) Where an employee continues to work on the instructions of his employer after working for 4 hours or more at overtime rates before his ordinary starting time, he shall be paid at double time for his work until he shall have been relieved for at least 10 hours.

PROVIDED that he shall not be entitled to payment for any such rest period.

(h) An employee recalled to work overtime after leaving his employer's works shall be paid a minimum of 4 hours' work at the appropriate 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 job he was recalled to perform is completed within a shorter period.

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

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Meal Period and Allowances

(j) For work done by day workers during the normal crib-time and thereafter until a meal break is allowed, payment shall be made at the rate of double time.

(k) An employee shall not work for more than 5 hours without a break for a meal.

(l) An employee working overtime shall be allowed a crib-time of 20 minutes without deduction of pay after each 4 hours of overtime worked, if the employee continues to work after such crib-time.

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

(m) Before starting overtime immediately after working ordinary hours, a meal break of 2O minutes shall be allowed without deduction of pay, unless the period of overtime is 1 1/2 hours or less. An employer and the employee may agree to any variation of this provision to meet the circumstances of the work in hand.

(n) An employee required to work overtime for more than one and one half hours without being notified the day before that the employee will be so required to work, shall be supplied with a meal by the employer or paid $9.45 for each meal.

(o) If an employee, pursuant to notice, has provided a meal or meals and is not required to work overtime, the employee shall be paid $9.45 for each meal.

Provisions covering changes between Day and Shift Work

(p) When day workers are rostered to and perform shift work for 5 or more successive shifts there shall be added to the rates prescribed for day-work the shift allowance prescribed in Clause 8 - Wage Rates, Division 6 (Shift Allowance) hereof.

(q) When day workers work less than 5 successive shifts, overtime at the rates prescribed for day workers shall be paid instead of the allowance for shift work.

(r) When a day worker is required to change from day work to night shift commencing at 11.45 pm on the same day he shall be allowed to cease work at 3.45 pm without loss of pay for ordinary hours of employment on that day.

PROVIDED that the time off duty without loss of pay shall not be regarded as time worked for the purpose of computation of overtime or other penalty rates.

(s) When a day worker is required to change to shift work he shall be given a minimum of 48 hours notice of such change. Where a lesser period of notice is given the employer shall either instruct the employee to work his ordinary day work hours, or pay him for such ordinary hours occurring but not worked within the period of such minimum notice.

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Transport of Employees Required to Work Overtime

(t) An employee recalled to work overtime after leaving his employer's premises shall be provided by the employer with transport to and from his place of work before commencing and after concluding such overtime.

(u) Where an employee is required to work overtime or an additional shift immediately before or following on from his ordinary work or rostered shift, he shall be provided by the employer with transport to or from his home, notwithstanding that he may have been notified previously of the requirement to work such overtime.

(v) Where an employee is required to work organised overtime at weekends or holidays, and that overtime commences and finishes at normal working times, and normal transport is available at the start and finish of such overtime, then the provisions of subclauses (w) and (x) hereof shall not apply.

(w) Where the time occupied in transporting an employee to his home after working overtime exceeds 15 minutes, such additional time shall be paid for at the appropriate plant overtime rate.

(x) As an alternative to the employer providing transport in accordance with the provisions of subclauses (t), (u) and (v) hereof, the employee concerned may elect to use his own vehicle, in which case he shall be paid a travelling allowance of 27.5 cents per kilometre for the actual road distance involved in travelling by the most direct route and such travelling allowance shall be limited to a maximum of 32 kilometres on each occasion of work performed as aforesaid.

(y) The foregoing provisions shall not apply to employees who, as an integral part of their job, are required to regularly work overtime immediately preceding or following their ordinary hours of work.

21. PARENTAL LEAVE

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

PART A - MATERNITY LEAVE

(a) Nature of Leave

Maternity leave is unpaid leave.

(b) Definitions

For the purpose of this part:

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

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

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

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

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

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

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

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

(c) Eligibility for Maternity Leave

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

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

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

(d) Certificate

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

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

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

(e) Notice Requirements

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

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(ii) An employee shall give not less than four weeks notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, produce to her employer the statutory declaration referred to in paragraph (d)(ii).

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

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

(f) Transfer to a Safe Job

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

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

(g) Variation of Period of Maternity Leave

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

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

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

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

(h) Cancellation of Maternity Leave

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

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

(i) Special Maternity Leave and Sick Leave

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

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

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

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

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

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

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

(j) Maternity Leave and Other Leave Entitlements

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

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

(k) Effect of Maternity Leave on Employment

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

(l) Termination of Employment

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

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

(m) Return to Work After Maternity Leave

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

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

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

(n) Replacement Employees

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

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

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

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

PART B - PATERNITY LEAVE

(a) Nature of Leave

Paternity leave is unpaid leave.

(b) Definitions

For the purpose of this part:

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

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

'Child' means a child of the employee or the employee's spouse under the age of one year.

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

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

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

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

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

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

(c) Eligibility for Paternity Leave

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

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

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

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

(d) Certification

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

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

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

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

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

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

(e) Notice Requirements

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

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

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

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

(3) other compelling circumstances.

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

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(f) Variation of Period of Paternity Leave

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

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

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

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

(g) Cancellation of Paternity Leave

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

(h) Paternity Leave and Other Leave Entitlements

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

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

(i) Effect of Paternity Leave on Employment

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

(j) Termination of Employment

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

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

(k) Return to Work after Paternity Leave

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

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

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

(l) Replacement Employees

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

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

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

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

PART C - ADOPTION LEAVE

(a) Nature of Leave

Adoption leave is unpaid leave.

(b) Definitions

For the purpose of this part:

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

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

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

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

'Spouse' includes a de facto spouse.

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

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

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

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

(c) Eligibility

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

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

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

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

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

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

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(d) Certification

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

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

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

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

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

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

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

(e) Notice Requirements

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

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

(iii) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement, give notice in writing to the employer of such date, and of the date of the commencement of any period of leave to be taken under paragraph (c)(i) hereof.

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

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employer of the date of commencing leave and the period of leave to be taken.

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

(f) Variation of Period of Adoption Leave

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

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

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

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

(g) Cancellation of Adoption Leave

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

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

(h) Special Leave

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

(i) Adoption Leave and Other Entitlements

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

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take any annual leave or long service leave or any part thereof to which he or she is entitled.

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

(j) Effect of Adoption Leave on Employment

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

(k) Termination of Employment

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

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

(l) Return to Work After Adoption Leave

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

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

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

(m) Replacement Employees

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

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

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

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

PART D - PART-TIME WORK

(a) Definitions

For the purposes of this part:

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

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

'Spouse' includes a de facto spouse.

'Former position' means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this part whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.

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

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

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

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

(b) Entitlement

With the agreement of the employer:

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

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

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

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

(c) Return to Former Position

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

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

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

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

(e) Pro Rata Entitlements

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

(f) Transitional Arrangements - Annual Leave

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

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

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

(g) Transitional Arrangements - Sick Leave

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

(h) Part-time Work Agreement

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

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

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

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

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

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

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

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

(i) Termination of Employment

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

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

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termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

(j) Extension of Hours of Work

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

(k) Nature of Part-time Work

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

(l) Inconsistent Award Provisions

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

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

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

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

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

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

(m) Replacement Employees

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

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

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

(iv) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of paragraph (a)(v) hereof.

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

22. REFERENCE OF DISPUTES

Any dispute arising in respect of any matter to which this award relates shall be referred to the Tasmanian Industrial Commission, whose decision shall be final.

23. REQUIREMENT TO WORK REASONABLE OVERTIME

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

24. RIGHT OF ENTRY OF UNION OFFICIALS

(a) For the purposes of interviewing employees on legitimate union business, an officer of an organisation of employees, accredited as hereinafter provided, may enter the employer's premises during mid- day meal or crib-time of employees on each day of the week except Saturdays, Sundays and holidays on the following conditions:

(i) that he produces his authority to the gatekeeper or such other person as may be appointed by the employer for that purpose;

(ii) that he interviews employees only at recognised places where they are taking their meal or crib;

(iii) that not more than one representative of each of not more than three unions be on the premises at any one time;

(iv) that a representative may visit the premises on two occasions in any week to visit different locations; and

(v) that if the employer alleges that a representative is unduly interfering with his work or is offensive in his methods, or is creating dissatisfaction amongst his employees or is committing a breach of the previous conditions, the employer may refuse the right of entry, but the representative shall have the right to bring such refusal before the Tasmanian Industrial Commission.

PROVIDED that where certain employees are working under a system of shift work on afternoon and/or night shifts which precludes a representative from interviewing them during the midday meal break, the representative may have the right to enter the employer's premises for the purpose of interviewing such employees at such time and under such conditions as to notice as may be mutually arranged by the representative and the employer.

(b) An officer shall be a duly accredited representative of an organisation if he be the holder for the time being of a certificate which has not been cancelled, or revoked,

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signed by the secretary and bearing the seal of the organisation and bearing the signature of the holder. The certificate shall be in the following form or in a form not materially different therefrom:

(Name of Organisation)

This is to certify that ..... whose signature appears hereunder is a duly accredited representative of the abovenamed organisation for the purpose of Clause 24 - Right of Entry of Union Officials, of the Electrolytic Zinc Award.

.....
Secretary

.....
Signature of Holder of Certificate

(Seal)
(This certificate is strictly not transferable).

25. SATURDAY WORK

For work done on Saturdays (i.e. from 11.45 pm on Fridays to 11.45 pm on Saturdays) by shift workers, the minimum payment that may be made shall be at the rate of time and a half.

26. SICK LEAVE

For employers who do not subsidise a sick or accident fund for the benefit of their employees, the following provisions shall apply:

(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, within 48 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 nature of the illness or injury and the estimated duration of the absence;

(iii) he shall prove to the satisfaction of the employer (or in the event of a dispute, the Tasmanian Industrial Commission), 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;

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(iv) he shall not be entitled in any year (whether in the employment of one employer or of more) to sick leave credit in excess of 2 weeks of ordinary working time;

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

27. SPECIAL RATES

(a) High Work

(i) Employees engaged in the erection, repair and/or maintenance of plant buildings and structures at a height of 15 metres or more directly above the nearest horizontal plane shall be paid at the rate of $1.59 per day in addition to their ordinary rates, provided always that this provision shall not apply to riggers, linesmen or to employees working on a swing scaffold and/or bosun's chair.

(ii) Employees working on a swing scaffold and/or bosun's chair, irrespective of height, shall be paid at the rate of $1.59 per day or shift in addition to their ordinary rates; provided always that this provision shall not apply to riggers.

(b) Hot Places

In addition to the wages prescribed in this award, the following special rates and allowances shall be paid for work in hot places. Working for more than one hour in the shade in places where the temperature is raised by artificial means to between 46 and 54 degrees Celsius, 25 cents per hour extra. In places where the temperature exceeds 54 degrees Celsius, 34 cents per hour extra. Where the work continues for more than 2 hours in temperatures exceeding 54 degrees Celsius, employees shall also be entitled to 20 minutes rest after every 2 hours' work without deduction of pay. The temperatures shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.

(c) Bricklayers - Special Rate

An employee engaged on alterations or repairs to boilers, flues, ovens, furnaces or retorts or on all new firework, construction of stills, towers and acid resisting brickwork and all work pertaining thereto shall be paid 52 cents per hour extra. This additional rate shall be regarded as part of the wage rate for all purposes.

(d) Leadburners - Special Rate

Classified leadburners when engaged on homogenous leadwork or work on Regulus metal castings shall be paid an additional 36 cents per hour.

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(e) Asbestos Eradication

Employees engaged in the process of asbestos eradication shall be paid an amount of $1.15 per hour extra.

28. STRUCTURAL EFFICIENCY

(a) The parties to this award are committed to co-operating positively to increasing the efficiency and productivity of Pasminco Metals EZ.

(b) Without limiting the rights of either the employer or a respondent union to arbitration, any other measure designed to increase flexibility on the Pasminco Metals EZ site shall be implemented subject to the agreement of the parties and subject to the following requirements:

(i) The parties will consider the implications of the proposed measures for existing on-site arrangements.

(ii) The majority of employees affected by the change must genuinely agree with the change.

(iii) The relevant union or unions must be a party to the agreement.

29. SUNDAY WORK

(a) For work done on Sundays (i.e., from 11.45 pm on Saturday to 11.45 pm on Sundays) by daily paid employees, including shift workers, the minimum payment that may be made shall be at the rate of double time.

(b) An employee not engaged in continuous shift work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work, shall, on being relieved from duty, be entitled to be absent until he has had 10 consecutive hours off duty without deduction of pay for ordinary time of duty occurring during such absence.

Note - The provisions of the foregoing Clause 25 - Saturday Work and Clause 29 - Sunday Work, are not to be used as a precedent before other wage-fixing tribunals.

30. WORKING WEEK AND PAYMENT OF WAGES

(a) The working week shall commence at 11.45 pm on Tuesday and finish at 11.45 pm on Tuesday next following.

(b) Wages shall be paid fortnightly; where pay day falls on a public holiday payment shall be made on the next previous ordinary working day, any consequential adjustments to be made in the next pay.

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(c) Where an employee is kept waiting for his pay on pay day for more than a quarter of an hour after the usual ceasing time he shall be paid at overtime rates for the time he is kept waiting.

(d) Where an employee's services are terminated within the normal pay period he shall be paid the wages due to him before leaving the job or within one day from the date of such termination.

P A Imlach
COMMISSIONER

2 May 1996