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TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984

s23 application for award or variation of award

Tasmanian Trades and Labor Council

(T11548 of 2004)

Private Sector Awards

Tasmanian Trades and Labor Council

(T11564 of 2004)

Private Sector Awards

Tasmanian Trades and Labor Council

(T11566 of 2004)

Private and Public Sector Awards

FULL BENCH:

PRESIDENT P L LEARY

COMMISSIONER T J ABEY

COMMISSIONER J P McALPINE

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

WHOLESALE TRADES AWARD

No. 2 of 2004

(Consolidated)

PART I – CLAUSES 4 AND 6 ARE VARIED; PART III – CLAUSES 1, 3 AND 6 ARE VARIED;
PART IV – CLAUSE 5 IS VARIED; PART V – CLAUSE 2 IS VARIED, AND THE AWARD IS CONSOLIDATED:

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PART I – APPLICATION AND OPERATION OF AWARD

1. TITLE

This award shall be known as the Wholesale Trades Award.

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3. SCOPE

This award is established in respect of:

- (a) wholesale grocer and/or wholesale wine and spirit merchant;
- (b) wholesale tobacconist;
- (c) manufacturer of any one or more of the following articles:
condiments, coffee, baking powder, self-raising flour, soap powder, soap, washing soda, blacking, sand-soap, candles;
- (d) manufacturers of grocers' sundries, millet brooms, and/or cereal breakfast foods;

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- (e) manufacturers of products containing dried fruits, pudding and cake mixes, icing sugar, and other sugar based products;
- (f) wholesale seller of electrical goods;
- (g) wholesalers not specifically subject to the jurisdiction of any other award of the Tasmanian Industrial Commission.

4. DATE OF OPERATION

This award shall be operative from the first full pay period commencing on or after 1 August 2004.

5. AWARD INTEREST

- (a) The following employee organisations have an interest in this award under Section 63(10) of the *Industrial Relations Act 1984*:
 - (i) the Australian Municipal, Administrative, Clerical and Services Union;
 - (ii) the National Union of Workers (Central Branch);
 - (iii) the Shop, Distributive and Allied Employees Association, Tasmanian Branch; and
 - (iv) the Transport Workers' Union of Australia (Victorian/Tasmanian Branch).
- (b) The following employer organisations have an interest in this award under Section 63(10) of the *Industrial Relations Act 1984*:
 - (i) the Metal Industries Association Tasmania;
 - (ii) The Retail Traders Association of Tasmania;
 - (iii) the Tasmanian Sawmillers Industrial Association;
 - (iv) the Australian Retailers Association - Tasmania Division.
- (c) The following employer organisation is deemed to have an interest in this award pursuant to Section 62(2) of the *Industrial Relations Act 1984*:
the Tasmanian Chamber of Commerce and Industry Limited.
- (d) The following employee organisation is deemed to have an interest in this award pursuant to Section 62(3) of the *Industrial Relations Act 1984*:
the Tasmanian Trades and Labor Council.

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6. SUPERSESSION

This award incorporates and supersedes the Wholesale Trades Award No. 1 of 2003 (Consolidated) and No. 1 of 2004.

7. GENERAL DEFINITIONS

'Industrial Commission' means the Tasmanian Industrial Commission.

'Union' means the Australian Municipal, Administrative, Clerical and Services Union, or the National Union of Workers (Central Branch), or the Shop, Distributive and Allied Employees Association, Tasmanian Branch, or the Transport Workers' Union of Australia (Victorian/Tasmanian Branch), whichever is applicable.

PART II – EMPLOYMENT RELATIONSHIP AND ASSOCIATED MATTERS

1. DEFINITIONS

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

'Part-time employee' means any person engaged to regularly work for less hours per day or week than those prescribed for full-time employees.

'Full-time employee' means any person engaged to regularly work 38 hours per week.

2. CONTRACT OF EMPLOYMENT

(a) Except in the case of casual employees and part-time employees, all employment shall be by the week. Termination of such employees may be effected by either side on the giving of one week's notice, or payment or forfeiture of a week's pay as the case may be.

PROVIDED that this shall not affect the right of an employer to terminate an employee without notice in the case of misconduct and in such cases, wages shall be paid up to the time of dismissal only.

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

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

- (d) Any direction issued by an employer pursuant to subclause (b) and (c) hereof shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

3. EMPLOYMENT CATEGORIES

- (a) Casual Employees

A casual employee shall be paid per hour one thirty-eighth of the weekly wage rate prescribed for the work which the employee performs. In addition thereto a casual employee shall receive a loading of 20 per cent in respect of each hour paid; such additional amount to be payment in lieu of the provisions of Part V - Leave and Holidays with Pay, Clause 2 - Annual Leave, Clause 5 - Holidays with Pay and Clause 7 - Sick Leave of this award.

- (b) Part-time Employees

- (i) Part-time employees engaged to work 20 or more hours per week shall be entitled to the annual leave, holidays with pay and sick leave as prescribed in Part V - Leave and Holidays with Pay, Clause 2 - Annual Leave, Clause 5 - Holidays with Pay and Clause 7 - Sick Leave of this award.

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

The wage rates payable per hour shall be one thirty-eighth of the relevant weekly wage rate prescribed in Part III - Wage Rates and Related Matters, Clause 1 - Wage Rates for the work he or she performs.

- (ii) Part-time employees engaged to work less than 20 hours per week shall be paid per hour one thirty-eighth of the weekly wage rate prescribed in Part III - Wage Rates and Related Matters, Clause 1 - Wage Rates for the work he or she performs.

In addition thereto such employees shall receive 20 per cent of the ordinary hourly rate in respect of each hour for which the employee is paid; such additional amount to be payment in lieu of the provisions of Part V - Leave and Holidays with Pay, Clause 2 - Annual Leave, Clause 5 - Holidays with Pay and Clause 7 - Sick Leave of this award.

4. RATIO OF JUNIOR EMPLOYEES TO ADULT EMPLOYEES

- (a) Except as prescribed in subclause (b) hereof the maximum number of junior employees to be employed shall not exceed the ratio of two junior employees to every one adult employee.

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- (b) For employees classified in Part III - Wage Rates and Related Matters, Clause 1 - Wages Rates, subclause (b)(i) - Warehouse and Storeworker Employees, an employer shall not employ junior employees in a proportion to adult employees exceeding one junior employee to every three or fraction of three adult employees.

PART III – WAGE RATES AND RELATED MATTERS

1. WAGE RATES

- (a) Estimating Service

In estimating the number of years service of an employee, mentioned in this award, the total time in the service of every employer engaged in the trade or trades covered by this award shall be taken into account to ascertain the minimum weekly wage rate which shall be paid.

PROVIDED that in respect to clerical and administrative employees, the total clerical experience in the service of every employer in the trades or groups of trades in respect of awards of the Tasmanian Industrial Commission relating to private industry employees shall be taken into account.

- (b) Adult Minimum Weekly Wage Rate

The minimum weekly wage rate that shall be paid to adult employees classified hereunder shall be the base rate and supplementary payments appearing opposite that classification. The classification structure shall be read in conjunction with the classification definitions contained in Part III - Wage Rates and Related Matters, Clause 2 - Classification Descriptors.

- (i) Warehouse and Storeworker Employees

	Wage Rate Relativity %	Base Rate \$	Safety Net Adjustment \$	Weekly Wage Rate \$
Warehouse and Storeworker Grade 1				
On commencement	87.4	364.60	142.00	506.60
After 2 months service	89.2	372.10	142.00	514.10
After 12 months service	91	379.70	142.00	521.70
Warehouse and Storeworker Grade 2	92.4	385.50	142.00	527.50
Warehouse and Storeworker Grade 3	96.9	404.30	142.00	546.30
Warehouse and Storeworker Grade 4	100.9	421.00	144.00	565.00
Warehouse and Storeworker Grade 5	105	438.10	144.00	582.10

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(ii) Manufacturing and Packing Employees

	Wage Rate Relativity %	Base Rate \$	Safety Net Adjustment \$	Weekly Wage Rate \$
Manufacturing and Packing Employee - Grade 1	78	325.40	142.00	467.40
Manufacturing and Packing Employee - Grade 2	82	342.10	142.00	484.10
Manufacturing and Packing Employee - Grade 3	87.4	364.60	142.00	506.60
Manufacturing and Packing Employee - Grade 4	92.4	385.50	142.00	527.50
Manufacturing and Packing Employee - Grade 5	96.9	404.30	142.00	546.30

(iii) Clerical and Administrative Employees

	Wage Rate Relativity %	Base Rate \$	Safety Net Adjustment \$	Weekly Wage Rate \$
Clerical and Administrative Employee - Adult entry				
1st 6 months service	80	333.80	142.00	475.80
2nd 6 months service	85	354.60	142.00	496.60
Clerical and Administrative Employee - Grade 1				
1A - 1st 12 months service	87	363.00	142.00	505.00
1B - After 12 months service	90	375.50	142.00	517.50
Clerical and Administrative Employee - Grade 2				
2A - 1st 12 months service	92	383.80	142.00	525.80
2B - After 12 months service	95	396.30	142.00	538.30
Clerical and Administrative Employee - Grade 3				
3A - 1st 12 months service	97	404.70	142.00	546.70
3B - After 12 months service	100	417.20	144.00	561.20

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	Wage Rate Relativity %	Base Rate \$	Safety Net Adjustment \$	Weekly Wage Rate \$
Clerical and Administrative Employee - Grade 4	105	438.10	144.00	582.10
Clerical and Administrative Employee - Grade 5	110	458.90	144.00	602.90
Clerical and Administrative Employee - Grade 6	115	479.80	142.00	621.80
Clerical and Administrative Employee - Grade 7	120	500.60	142.00	642.60

(iv) Transport Employees

	Wage Rate Relativity %	Base Rate \$	Safety Net Adjustment \$	Weekly Wage Rate \$
Transport Employee- Grade 1	93.2	388.80	142.00	530.80
Transport Employee- Grade 2	97.4	406.30	142.00	548.30
Transport Employee- Grade 3	99.5	415.10	144.00	559.10

(v) Commercial Travellers, Telephone Salespersons and Merchandisers

	Wage Rate Relativity %	Base Rate \$	Safety Net Adjustment \$	Weekly Wage Rate \$
Commercial Traveller- Grade 1	87	363.00	142.00	505.00
Commercial Traveller- Grade 2	95	396.30	142.00	538.30
Commercial Traveller- Grade 3	100	417.20	144.00	561.20
Telephone Salesperson- New Entry 1st 6 months service	80	333.80	142.00	475.80
After 6 months service	85	354.60	142.00	496.60

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	Wage Rate Relativity %	Base Rate \$	Safety Net Adjustment \$	Weekly Wage Rate \$
Telephone Salesperson- Grade 1				
1A - 1st 12 months service	92	383.80	142.00	525.80
1B - After 12 months service	95	396.30	142.00	538.30
Telephone Salesperson- Grade 2				
2A - 1st 12 months service	97	404.70	142.00	546.70
2B - After 12 months service	100	417.20	144.00	561.20
Telephone Salesperson- Grade 3	105	438.10	144.00	582.10
Telephone Salesperson- Grade 4	110	458.90	144.00	602.90
Merchandiser	92.1	384.30	142.00	526.30

(c) Junior Wage Rates

(i) Junior Employees - Warehouse and Storeworker Employees

The minimum weekly wage rate to be paid to a Junior Warehouse and Storeworker employee shall be the undermentioned percentages of the total weekly wage rate for an Adult, Warehouse and Storeworker - Grade 1, on commencement, subclause (b)(i) of this clause.

	%
Under 16 years of age	55
16 years of age	65
17 years of age	78.5
18 years of age	93
19 years of age	100

(ii) Junior Employees - Manufacturing and Packing Employees

The minimum weekly wage rate to be paid to a Junior Manufacturing and Packing employee shall be the undermentioned percentages of the total weekly wage rate for an Adult, Manufacturing and Packing Employee - Grade 2 of subclause (b)(ii) of this clause.

	%
Under 16 years of age	55
16 years of age	65
17 years of age	78.5
18 years of age	93
19 years of age	100
20 years of age	100

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(iii) Junior Employees - Clerical and Administrative Employees

- (1) The minimum weekly wage rate to be paid to a Junior Clerical and Administrative employee performing duties consistent with the definition of an Adult, Clerical and Administrative Employee - Grade 1, shall be the undermentioned percentages of the total weekly wage rate for an Adult, Clerical and Administrative Employee - , Grade 1, 1A of subclause (b)(iii) of this clause.

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

- (2) The minimum weekly wage rate to be paid to all other Junior Clerical and Administrative employees shall be the undermentioned percentages of the total weekly wage rate for an Adult, Clerical and Administrative Employee - Grade 2, 2A of subclause (b)(iii) of this clause.

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

(iv) Junior Employees - Transport Employees

The minimum weekly wage rate to be paid to Junior Transport employees is as follows:

Under 19 years of age - 70% of the appropriate adult weekly wage rate

19 years of age - 80% of the appropriate adult weekly wage rate

20 years of age - 100% of the appropriate adult weekly wage rate

PROVIDED that the total wage shall be calculated to the nearest ten cents.

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2. CLASSIFICATION DESCRIPTORS

WAREHOUSE AND STOREWORKER EMPLOYEES

'Warehouse and Storeworker - Grade 1' - (Wage relativity to Adult, Clerical and Administrative Employee - Grade 3 (3B) = on commencement 87.4%, after 3 months service 89.2%, after 12 months service 91%)

Employees in this grade perform duties to the level of their training for this grade including appropriate certification.

1. Are responsible for the quality of their own work subject to routine supervision.
2. Work under routine supervision either individually or in a team environment.
3. Exercise discretion within their level of skills and training.
4. Undertake duties in a safe and responsible manner.
5. Acquire and apply a limited knowledge of office procedures and requirements.

Indicative of the tasks which an employee in this grade may perform are the following:

- sorting and packing of goods and materials in accordance with operative procedures and regulations;
- preparation and receipt of appropriate documentation including liaison with suppliers and dispatchers;
- allocating and retrieving goods from specific warehouse areas;
- basic operation of V.D.U. or similar equipment;
- licensed operation of all appropriate materials moving equipment;
- periodic housekeeping and stock checks;
- maintenance of relevant records;
- use of non-licensed materials handling equipment;
- licensed operation of appropriate materials handling equipment (Forklift Operation) up to a training period of 3 months;
- assisting drivers of motor vehicles;
- operates rigid vehicle up to 4.5 tonnes gross vehicle mass;
- loads and unloads vehicles;

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- clerical duties that are incidental and peripheral to the operations of the warehouse.

PROMOTIONAL CRITERIA

Employees remain in this grade until they are capable of effectively performing, through assessment or appropriate certification, the tasks required of this function so as to enable them to progress to the next grade as a position becomes available.

PROVIDED that a motor driver's assistant shall not progress beyond this grade.

'Warehouse and Storeworker - Grade 2' (Wage relativity to Adult, Clerical and Administrative Employee - Grade 3 (3B) = 92.4%)

Employees in this grade perform work above and beyond the skills of a Warehouse and Storeworker - Grade 1 and to the level of their training for this grade including appropriate certification.

1. Work from complex instructions and procedures and exercise discretion within the limit of their skills.
2. Co-ordinate work in a team environment or work individually under general supervision.
3. Responsible for the quality of their own work.

Indicative of the tasks which an employee in this grade may perform are the following:

- licensed operation of appropriate materials handling equipment (Forklift) having completed 3 months training;
- use of measuring equipment and scales;
- maintenance of relevant records;
- operation of V.D.U. and similar equipment at a higher level than that of a Warehouse and Storeworker - Grade 1;
- use of tools and equipment within the scope of basic non-trades maintenance;
- customer service, processing of sales orders, periodic checking of stock and stock reconciliation;
- operates rigid vehicle up to 10 tonnes gross vehicle mass;
- clerical duties that are incidental and peripheral and of a level higher than Warehouse and Storeworker - Grade 1 associated with the operations of the warehouse.

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PROMOTIONAL CRITERIA

Employees remain in this grade until they are capable of effectively performing, through assessment or appropriate certification, the tasks required of this function so as to enable them to progress to the next grade as a position becomes available.

'Warehouse and Storeworker - Grade 3' - (Wage relativity to Adult, Clerical and Administrative Employee - Grade 3 (3B) = 96.9%)

Employees in this grade perform work above and beyond the skills of a Warehouse and Storeworker - Grade 2 and to the level of their training for this grade including appropriate certification.

1. May perform work requiring minimal supervision either individually or in a team environment.
2. Responsible for checking quality of their own work.
3. Exercise discretion within the scope of this level.
4. Exercise keyboard skills at a higher level than a Warehouse and Storeworker - Grade 2.
5. Demonstrate an advanced level of interpersonal and communication skills.
6. Possess a sound knowledge of all warehousing/distribution duties performed at levels below this level.

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

- operate all materials handling equipment under licence;
- maintenance of relevant records;
- development and refinement of a stores layout, including proper storage system, information input/retrieval etc;
- detailing and co-ordinating the activities of other workers and responsible for the supervision and conduct of the work of up to 10 Warehouse and Storeworkers.

PROMOTIONAL CRITERIA

Employees remain in this grade until they are capable of effectively performing, through assessment or appropriate certification, the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

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'Warehouse and Storeworker - Grade 4' - (Wage relativity to Adult, Clerical and Administrative Employee - Grade 3 (3B) = 100.9%)

Employees in this grade perform work above and beyond a Warehouse and Storeworker - Grade 3 and to the level of their training for this grade including completion of a certificate level or equivalent qualification according to the needs of the enterprise.

1. Implement quality control techniques and procedures.
2. Understanding of and overall responsibility for a warehouse or a large section of a warehouse unit within an enterprise.
3. Possess a highly developed level of inter-personal communication skills.
4. Exercise keyboard skills at a higher level than a Warehouse and Storeworker - Grade 3.
5. Possess ability to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and inductions.
6. Exercise discretion within the scope of this level.

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

- liaising with management, suppliers and customers with respect to stores/company's operation;
- detailing and co-ordinating activities of other workers and responsible for the supervision and conduct of the work of more than 10 Warehouse and Storeworkers;
- maintaining control registers including inventory control and being responsible for the preparation and reconciliation of regular reports on stock movement, dispatches, etc;
- evaluating the performance of other employees;
- maintaining relevant records;
- ensuring efficient service is provided by employees within their designated area of responsibility.

'Warehouse and Storeworker - Grade 5' - (Wage relativity to Adult, Clerical and Administrative Employee - Grade 3 (3B) = 105%)

Employees in this grade perform work above and beyond a Warehouse and Storeworker - Grade 4 and to the level of their training for this grade which may include completion of a certificate level or equivalent qualification according to the needs of the enterprise.

1. Possess the ability to ensure efficient operation and coordination of warehouse functions for maximum profitability, productivity and sales.

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2. Possess the ability to motivate and develop subordinates.
3. Develop quality control techniques and procedures to suit the organisation.
4. Exercise keyboard skills at a higher level than a Warehouse and Storeworker - Grade 4.

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

- co-ordinate the processes, schedules and accounting controls between sections of an enterprise;
- establish policies, objectives and plans for overall profitability, productivity, marketing, physical and financial resources, and personnel;
- initiate long or short term planning, and set long range objectives.

PROVIDED that this level shall only apply to a person employed in the wholesale selling of electrical goods.

MANUFACTURING AND PACKING EMPLOYEES

'Manufacturing and Packing Employee - Grade 1' - (Wage relativity to Adult, Clerical and Administrative Employee - Grade 3 (3B) = 78%)

1. Undertaking up to 3 months of induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work allocation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.
2. Perform duties of an essentially routine and manual nature to the level of their training associated with the relevant manufacturing process including labouring and cleaning duties.
3. Exercise minimal judgment.
4. Work under direct supervision in the following functions:
 - house keeping duties;
 - maintaining simple records;
 - operating hand operated transport and lifting devices;
 - using selected hand tools;
 - undertaking structured training so as to enable them to work at the next level.

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PROMOTIONAL CRITERIA

Employees remain in this grade until they are capable of effectively performing, through assessment or appropriate certification, the tasks required of this function so as to enable them to progress to the next grade.

'Manufacturing and Packing Employee - Grade 2' - (Wage relativity to Adult, Clerical and Administrative Employee - Grade 3 (3B) = 82%)

An employee who has completed up to 3 months structured training so as to enable the employee to perform work within the scope of this grade.

Employees in this grade perform work above and beyond the skills of a Manufacturing and Packing Employee - Grade 1 and to the level of training:

1. Work under direct and constant supervision and receives detailed instructions.
2. Responsible for the quality of their own work.
3. May work in a team environment.
4. Undertake duties in a safe and responsible manner.
5. Possess basic interpersonal, communication and numeracy skills.
6. Exercise discretion within their level of skill and training.
7. Understand basic quality control/assurance procedures.

Indicative of the tasks which an employee may perform in this grade:

- maintains necessary records;
- basic packaging operations either manually or with the assistance of power-operated machinery;
- corrects minor feed problems;
- manufacturing product and/or operating plant machinery that requires basic set-up skills;
- uses hand trolleys and pallet trucks;
- basic V.D.U. operation for enquiry purposes and data process control systems;
- repetitive work on automatic, semi-automatic or single purpose machines or equipment;
- ability to measure accurately using gauges and meters;

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- use of tools related to duties;
- assists driver of motor vehicle, yardman.

PROMOTIONAL CRITERIA

Employees remain in this grade until they are capable of effectively performing, through assessment or appropriate certification, the tasks required of this function so as to enable them to progress to the next grade as a position becomes available.

'Manufacturing and Packing Employee - Grade 3' - (Wage relativity to Adult, Clerical and Administrative Employee - Grade 3 (3B) = 87.4%)

Employees in this grade perform work above and beyond the skills of Manufacturing Employee - Grade 2 and to their level of training for this grade including appropriate certification.

1. Work under routine supervision.
2. Responsible for the quality of their own work.
3. Possess sound interpersonal, communication and numeracy skills.
4. Exercise discretion within the level of their skill and training.

Indicative of the tasks an employee may perform at this grade:

- operates machinery and equipment requiring the exercise of skills, knowledge and discretion beyond that of a Manufacturing and Packing Employee - Grade 2;
- uses tools related to duties;
- V.D.U. operation, keyboard skills;
- basic inventory control within a manufacturing context;
- non-trade engineering skills;
- responsible for raw materials, product in process or finished goods sampling, selected recording, checking and release procedures;
- incidental operation of mobile equipment including forklifts and overhead cranes and licensed operator of moving and/or handling equipment;
- maintains records;
- assists in the provision of on-the-job training in conjunction with supervisors training.

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PROMOTIONAL CRITERIA

Employees remain in this grade until they are capable of effectively performing, through assessment or appropriate certification, the tasks required of this function so as to enable them to progress to the next grade as a position becomes available.

'Manufacturing and Packing Employee - Grade 4' - (Wage relativity to Adult, Clerical and Administrative Employee - Grade 3 (3B) = 92.4%)

Employees in this grade perform work above and beyond the skills of a Manufacturing Employee - Grade 3 of their training for this grade including appropriate certification.

1. Work under limited supervision.
2. Understand and are responsible for quality control standards.
3. Possess an advanced level of interpersonal and communication skills.
4. Sound working knowledge of all manufacturing duties performed at levels below this grade, exercise discretion within the scope of this grade.

Indicative of the tasks an employee may perform at this grade:

- fault finding skills;
- basic quality checks on the work of others;
- knowledge of the employer's operations as it relates to the production process;
- enforcing good manufacturing practices and adhering to standard operational procedures, checking jobs on line, materials, product and workplace housekeeping;
- computer operation at a higher level than a Manufacturing and Packing Employee - Grade 3;
- maintains detailed records;
- intermediate keyboard skills;
- forklift and crane driving operations to a level higher than a Manufacturing and Packing Employee - Grade 3;
- assists in the provisions of on-the-job training in conjunction with supervisor/training;
- setting up complex machinery including setting, loading and operation.

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PROMOTIONAL CRITERIA

Employees remain in this grade until they are capable of effectively performing, through assessment or appropriate certification, the tasks required of this function so as to enable them to progress to the next grade as a position becomes available.

'Manufacturing and Packing Employee - Grade 5' - (Wage relativity to Adult, Clerical and Administrative Employee - Grade 3 (3B) = 96.9%)

Employees in this grade perform work above and beyond the skills of Manufacturing and Packing Employee - Grade 4 and to their training for this grade including appropriate certification.

1. Work without supervision or under minimal supervision.
2. Possess a substantial knowledge of the employer's operation.
3. Supervise work procedures for a specific manufacturing unit or associated function.
4. Highly developed level of interpersonal communication skills.
5. Able to work from complex instructions and procedures.
6. Provide direction and guidance to other employees and assist in the provision of on-the-job training, induction, safety and disciplinary procedures.
7. Exercise discretion within the scope of this grade.
8. Responsible for the quality of their own work.

Indicative of the tasks which an employee may perform at this grade:

- liaising with management, supervisors and inter-related departments with respect to manufacturing operations;
- attending regular production meetings;
- detailing and co-ordinating the work of other employees;
- maintaining control of information related to raw materials, product-in-process;
- furnishing regular reports as directed;
- operates, sets up and adjusts all production machinery in a plant including production process welding to the extent of their training;
- intermediate keyboard skills;
- performs maintenance work below the trade level;

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- maintains all necessary records;
- supervises, performs and implements quality control functions.

CLERICAL AND ADMINISTRATIVE EMPLOYEES

This classification structure shall not apply to employees who perform clerical and/or administrative tasks incidental or peripheral to the warehouse, distribution and/or manufacturing operations of the employer.

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

'Clerical and Administrative Employee - Grade 1' - (Proposed wage relativity to Adult, Clerical and Administrative Employee at the completion of the minimum rate adjustment process = 87% (1A) - 1st 12 months service and 90% (1B) - after 12 months service)

A. GRADING

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

- (i) The exercise of the "General Requirements" specified in "B" hereunder and
- (ii) In addition to the "General Requirements" are required to exercise any one or more of the broad skill levels set out in "C" hereunder.

B. GENERAL REQUIREMENTS

- (i) Employees in this grade perform, and are accountable for clerical and office tasks as directed, within the skill levels set out. They work, within established routines, methods and procedures. Supervision is direct.
- (ii) Employees in this grade shall be able to acquire and apply a limited knowledge of office procedures and requirements.

C. SKILL REQUIREMENTS

- (i) Technical Skills

Machine Operation - Skill Level 1:

Employees at this level are able to operate telephone/intercom systems, telephone answering machines, facsimile machines, photocopiers, franking machines, guillotines.

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(ii) Information Handling Skills - Skill Level 1:

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

'Clerical and Administrative Employee - Grade 2' - (Proposed wage relativity to Adult, Clerical and Administrative Employee - Grade 3 (3B) at the completion of the minimum rate adjustment process = 92% (2A) - 1st 12 months service and 95% (2B) - after 12 months service)

A. GRADING

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

- (i) The exercise of the "General Requirements" specified in "B" hereunder and
- (ii) In addition to the "General Requirements" are required to exercise any one or more of the broad skill levels set out in "C" hereunder.

B. GENERAL REQUIREMENTS

- (i) Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 1. They are responsible and accountable for their own work which is performed within established routines, methods and procedures. Supervision is routine.
- (ii) Employees in this grade are able to acquire and apply a working knowledge of office or sectional operating procedures and requirements; acquire and apply a working knowledge of the organisation's structure and personnel in order to deal with enquiries at first instance, locate appropriate staff in different sections, relay internal information, respond to or redirect enquiries, greet visitors.

C. SKILL REQUIREMENTS

(i) Technical Skills

Machine Operation - Skill Level 2:

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

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Computer - Skill Level 1:

Employees at this level are able to use knowledge of keyboard and function keys to enter and retrieve data through computer terminal.

Keyboard Typing - Skill Level 1:

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

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

(ii) Information Handling Skills - Skill Level 2:

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

(iii) Business/Financial Skills - Skill Level 1:

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

'Clerical and Administrative Employee - Grade 3' - (Proposed wage relativity to Adult, Clerical and Administrative Employee - Grade 3 (3B) at the completion of the minimum rate adjustment process = 97% (3A) - 1st 12 months service and 100% (3B) - after 12 months service)

A. GRADING

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

- (i) The exercise of the "General Requirements" specified in "B" hereunder; and
- (ii) In addition to the "General Requirements" are required to exercise any one or more of the broad skill levels set out in "C" hereunder;

OR ARE:

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

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B. GENERAL REQUIREMENTS

- (i) Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge, at a level higher than required in Grade 2. They are responsible and accountable for their own work, which is performed within established guidelines. They exercise limited discretion within the range of their skill and knowledge. Supervision is general.
- (ii) They must be able to acquire a working knowledge of the organisation's products/services, functions, locations and clients, respond to, and act upon most internal/external enquiries in own function area.

C. SKILL REQUIREMENTS

- (i) Technical Skills

Machine Operation - Skill Level 3:

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

Keyboard - Typing - Skill Level 2:

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

Computer - Skill Level 2:

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

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

Word Processing - Skill Level 1:

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

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

(ii) Secretarial - Skill Level 1:

Employees at this level are able to take shorthand notes at 70wpm and transcribe with 95% accuracy.

(iii) Information Handling - Skill Level 3:

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

(iv) Business/Financial - Skill Level 2:

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

'Clerical and Administrative Employee - Grade 4 - (Proposed wage relativity to Adult Clerical and Administrative Employee - Grade 3 (3B) at the completion of the minimum rate adjustment process = 105%)

A. GRADING

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

- (i) The exercise of the "General Requirements" specified in "B" hereunder; and
- (ii) In addition to the "General Requirements" are required to exercise any one or more of the broad skill levels set out in "C" hereunder.

B. GENERAL REQUIREMENT

- (i) Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 3. They are responsible and accountable for their own work, and exercise discretion and initiative in the organisation of work within prescribed limits. Supervision is limited.
- (ii) Employees in this grade are able to provide detailed advice and information on the organisation's products and services, respond to client/public/supplier problems within own function area, using such techniques as personal interview and liaison, explain organisation's viewpoint to clients and appropriate persons related to own function area.

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- (iii) Employees in this grade shall be capable of guiding employees graded at a lower level by means of personal instruction and demonstration. This may include general supervision of up to 4 employees.
- (iv) Employees in this grade shall be capable of acquiring and using specialist vocabulary, i.e. technical, medical, legal etc. within the scope of this grade.

C. SKILL REQUIREMENTS

(i) Technical Skills

Keyboard - Typing - Skill Level 3:

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

Computer - Skill Level 3:

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

Word Processing - Skill Level 2:

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

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

(ii) Secretarial Skills - Skill Level 2:

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

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(iii) Information Handling - Skill Level 4:

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

(iv) Business/Financial - Skill Level 3:

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

'Clerical and Administrative Employee - Grade 5' - (Proposed wage relativity to Adult, Clerical and Administrative Employee - Grade 3 (3B) at the completion of the minimum rate adjustment process = 110%)

A. GRADING

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

- (i) The exercise of the "General Requirements" specified in "B" hereunder; and
- (ii) In addition to the "General Requirements" are required to exercise any one or more of the broad skill levels set out in "C" hereunder.

B. GENERAL REQUIREMENTS

- (i) Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Grade 4. They are responsible and accountable for their own work, and may have limited responsibility for the work of others. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is minimal.
- (ii) Employees in this grade must be able to acquire a detailed knowledge of enterprise operations and structures and a basic knowledge of the industry or field of interest in which the organisation operates. Respond to and act upon complex issues/arrangements in such areas as consumer/client services, special products/service knowledge, production and planning schedules, material supply, transport/freight arrangements.
- (iii) Employees in this grade shall be capable of guiding employees in lower grades by means of personal instruction and demonstration.

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C. SKILL REQUIREMENTS

(i) Technical Skills

Computer - Skill Level 4:

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

and/or

Word Processing - Skill Level 3:

Employees at this level are able to apply advanced functions including macros, sorting and maths functions, boxes, thesaurus using ONE software package; or apply knowledge of additional functions defined in Skill Level 2 using TWO software packages.

(ii) Secretarial Skills - Skill Level 3:

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

(iii) Information Handling - Skill Level 5:

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

(iv) Business/Financial - Skill Level 4:

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

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(v) Supervisory - Skill Level 1:

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

(vi) Specialist Skills - Skill Level 1:

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

'Clerical and Administrative Employee - Grade 6' - (Proposed wage relativity to Adult, Clerical and Administrative Employee - Grade 3 (3B) at the completion of the minimum rate adjustment process = 115%)

A. GRADING

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

- (i) The exercise of the "General Requirements" specified in "B" hereunder; and
- (ii) In addition to the "General Requirements" are required to exercise any one or more of the broad skill levels set out in "C" hereunder.

B. GENERAL REQUIREMENTS

- (i) Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Grade 5. They are responsible and accountable for their own work, and may have limited responsibility for the work of a section or unit. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is by means of reporting to more senior officers as required.
- (ii) Employees in this grade are able to apply knowledge of the organisation's objectives, performance, projected areas of growth, product trends and general industry conditions, e.g. knowledge of competitors and major clients market structure in the performance of own responsibilities.
- (iii) Employees in this grade shall be capable of guiding employees graded at a lower level by means of personal instruction and demonstration.

C. SKILL REQUIREMENTS

(i) Technical Skills

Computer - Skill Level 5:

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

and/or

Word Processing - Skill Level 4:

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

(ii) Secretarial Skills - Skill Level 4:

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

(iii) Information Handling - Skill Level 6:

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

(iv) Business/Financial - Skill Level 5:

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

(v) Supervisory - Skill Level 2:

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

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(vi) Specialist Skills - Skill Level 2:

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

'Clerical and Administrative Employee - Grade 7' - (Proposed wage relativity to Adult, Clerical and Administrative Employee - Grade 3 (3B) at the completion of the minimum rate adjustment process = 120%)

A. GRADING

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

- (i) The exercise of the "General Requirements" specified in "B" hereunder; and
- (ii) In addition to the "General Requirements" are required to exercise any one or more of the broad skill levels set out in "C" hereunder.

B. GENERAL REQUIREMENTS

- (i) Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Grade 6. They are responsible and accountable for their own work, and may have designated responsibility for the unit/section under their supervision. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is by means of reporting to more senior officers as required.
- (ii) Employees in this grade are able to assist in developing policy or new products and services to meet changing market or other circumstances, identify and assess internal and external factors impacting on production and service delivery, identify future trends.
- (iii) Employees in this grade are able to assist in the delivery of structured training courses and apply a knowledge of training materials and aids, train employees (where appropriate) in lower grades by means of personal instruction and demonstration.

C. SKILL REQUIREMENTS

(i) Technical Skills

Computer - Skill Level 6:

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

and/or

Word Processing - Skill Level 5:

Employees at this level are able to use all preceding word processing functions and integrate word processing software with other application software packages to produce complex text and data documents, apply knowledge of Desk Top Publishing to integrate documents and select style sheets appropriate to final presentation, determine all document production design needs without instructions.

(ii) Secretarial Skills - Skill Level 5:

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

(iii) Business/Financial - Skill Level 6:

Employees at this level are able to assist in preparing budgets, cash flow records, balance sheets, trading accounts, cash management analysis, Fringe Benefits Tax and company tax requirements, administer individual executive salary packages, travel expenses and allowances, company transport, administer specialised salary and payroll requirements, e.g. Eligible Termination Payments, Superannuation Trust Deed Requirements, Workers Compensation, Maintenance Support Scheme, etc., assist in financial forecasting, interpret and prepare financial information for senior management and prepare reports and assessment relevant to areas of responsibility.

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(iv) Supervisory - Skill Level 3:

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

(v) Specialist Skills - Skill Level 3:

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

TRANSPORT EMPLOYEES

This classification structure shall not apply to employees who perform driving or associated tasks incidental or peripheral to the warehouse, distribution and/or manufacturing operations of the employer.

'Transport Employee - Grade 1' - (Proposed wage relativity to Adult, Clerical and Administrative Employee - Grade 3 (3B) at the completion of the minimum rate adjustment process = 93.2%

Employees in this grade perform duties to the level of their training for this grade including appropriate certification.

Indicative of the tasks which an employee in this grade may perform are the following:

- General hand;
- Motor Drivers Assistant;
- Loader.

'Transport Employee - Grade 2' - (Proposed wage relativity to Adult, Clerical and Administrative Employee - Grade 3 (3B) at the completion of the minimum rate adjustment process = 97.4%

Employees in this grade perform work above and beyond the skills of a Transport Employee - Grade 1 and to the level of their training for this grade including appropriate certification.

Indicative of the tasks which an employee in this grade may perform are the following:

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- Driver Tow Motor;
- Leading Loader;
- Driving a vehicle (including a Motor Cycle) not exceeding 4.5 tonnes Gross Vehicle Mass (G.V.M.).

'Transport Employee - Grade 3' - (Proposed wage relativity to Adult, Clerical and Administrative Employee - Grade 3 (3B) at the completion of the minimum rate adjustment process = 99.5%)

Employees in this grade perform work above and beyond the skills of a Transport Employee - Grade 2 and to the level of their training for this grade including appropriate certification.

Indicative of the tasks which an employee in this grade may perform are the following:

- Driving a forklift up to and including 5 tonnes lifting capacity;
- Driving a two axle rigid vehicle exceeding 4.5 tonnes but not exceeding 13.9 tonnes (G.V.M.)

COMMERCIAL TRAVELLER EMPLOYEES, TELEPHONE SALESPERSONS AND MERCHANDISERS

'Commercial Traveller - Grade 1' - (Wage relativity to Adult, Clerical and Administrative Employee - Grade 3 (3B) = 87%)

Means a commercial traveller with less than 12 months experience with one or more employers.

'Commercial Traveller - Grade 2' - (Wage relativity to Adult, Clerical and Administrative Employee - Grade 3 (3B) = 95%)

Means a commercial traveller who ordinarily returns each day to their home town or headquarters.

'Commercial Traveller - Grade 3' - (Wage relativity to Adult, Clerical and Administrative Employee - Grade 3 (3B) = 100%)

'Commercial Traveller' shall mean a commercial traveller who spends at least two week nights in any one week away from the employees normal place of residence or home town, but it shall be a condition of this award that an employer of a commercial traveller shall at all times retain the right to instruct such traveller to remain away from the employees normal place of residence or home town until Friday and that commercial traveller shall comply with any instructions received from the employer regarding this matter.

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'Telephone Salesperson' shall mean a person engaged by an employer to solicit orders, obtain sales leads or appointments, or otherwise promote sales or orders for articles, goods, wares, services, merchandise, materials or advertising of any kind whereby the employee conducts such duties via telephone or other electronic means or any combination thereof.

'Telephone Salesperson - New Entry' - (Wage relativity to Adult, Clerical and Administrative Employee - Grade 3 (3B) = 80% - 1st 6 months service and 85% - after 6 months service)

Employees in this grade:

- are new employees without experience in telesales;
- may be engaged in customer service and/or sales;
- work under direct supervision either individually or in a team environment; and
- are provided with a complete prospect list or data source, and work with defined scripts.

Employees in this grade perform roles that may require performance of the following tasks:

- making inbound and basic outbound calls, work with 'pre-warmed' prospects or existing customers to close sales or tempt customers to switch services or goods;
- assisting in processing mail order sales;
- acquiring and applying a limited knowledge of company policy and procedure through working with established routines, methods and procedures; and
- acquiring and applying a limited knowledge of the articles, goods, wares, services, merchandise, materials or advertising that constitutes the employer's business so that the employee can answer basic inquiries and provide basic information on this.

'Telephone Salesperson - Grade 1' - (Wage relativity to Adult, Clerical and Administrative Employee - Grade 3 (3B) = 92% - 1st 12 months service (Grade 1A) and 95% - after 12 months service (Grade 1B))

Employees in this grade:

- perform work above and beyond the skills of a Telephone Salesperson - New Entry and to the level of their training for this grade;
- are able to initiate telephone calls and conduct telephone sales using defined company procedures and confirm and record transactions and sales activities;
- have no supervisory responsibility and work under routine supervision either individually or in a team environment;

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- exercise limited discretion within the range of their skill and knowledge; and
- are provided with a complete prospect list or data source and work with defined scripts.

Employees in this grade perform roles that may require performance of the following tasks:

- making inbound and basic outbound calls, work with 'pre-warmed' prospects or existing customers to close sales and capture customer data (e.g. loyalty campaign), tempt customers to switch services or gain their participation for a specified period of time to participate in a voluntary activity (e.g. market research interview);
- process mail order sales;
- basic record completion;
- basic database administration or related work with company's sales information e.g. update customer contact details and sales database systems;
- acquiring and applying some knowledge of company policy and procedure through working with established routines, methods and procedures; and
- acquiring and applying some knowledge of the articles, goods, wares, services, merchandise, materials or advertising that constitutes the employer's business so that the employee can answer inquiries and provide information on this.

'Telephone Salesperson – Grade 2' - (Wage relativity to Adult, Clerical and Administrative Employee - Grade 3 (3B) = 97% - 1st 12 months service (Grade 2A) and 100% - after 12 months service (Grade 2B))

Employees in this grade:

- perform work above and beyond the skills of a Telephone Salesperson - Grade 1 and to the level of their training for this grade;
- are able to initiate telephone calls and conduct telephone sales using defined company procedures and confirm and record transactions and sales activities;
- have some degree of specialised knowledge of the products or services that they are selling;
- are able to meet customer needs through consultation, support and problem resolution;
- have no supervisory responsibility and work under general supervision, unless they are a Grade 2B in which case they may supervise two employees (including self);

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- exercise discretion and initiative within the range of their skill and knowledge; and
- are responsible and accountable for their own work which is performed within established guidelines.

Employees in this grade perform roles that may require performance of the following tasks:

- making inbound and outbound calls, work with identified prospects that may or may not be 'warmed';
- using consultative techniques to achieve sales;
- record completion, analysis and reconciliation;
- database administration or related work with company's sales information and updating customer contact details;
- adherence to company policy and procedure through working with established routines, methods and procedures;
- applying and acquiring a working knowledge of the articles, goods, wares, services, merchandise, materials or advertising that constitutes the employer's business so that they are able to assess a customer's needs and explain the employer's products or services to them in a comprehensive manner;
- works with field sales staff to make appointments for sales meetings; and
- resolves general inquiries and refers complex issues to someone at a higher level.

'Telephone Salesperson – Grade 3' - (Wage relativity to Adult, Clerical and Administrative Employee - Grade 3 (3B) = 105%)

Employees in this grade:

- perform work above and beyond the skills of a Telephone Salesperson - Grade 2 and to the level of their training for this grade;
- work under limited supervision;
- are able to initiate telephone calls and conduct telephone sales using defined company procedures and confirm and record transactions and sales activities;
- have specialised knowledge of the products or services that they are selling and are able to sell complex or intangible products or services if required;
- achieve sales predominantly through outbound calling;
- are able to meet customer needs through consultation, support and problem resolution at a more advanced or technical level;

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- exercise discretion and initiative in the organisation of work within the range of their skill and knowledge and act with a higher degree of freedom than employees at a lower level;
- are responsible and accountable for their own work which is performed within established guidelines;
- are capable of guiding employees at a lower lever by means of personal instruction and demonstration which may include general supervision of up to four employees (including self); and
- may have qualifications or equivalent industry experience.

Employees in this grade perform roles that may require performance of the following tasks:

- making inbound and outbound calls - an employee may be required to identify sales prospects through research and to develop sales either through prospecting sales or closing sales over the telephone;
- able to generate leads or qualified leads to enable field sales staff or telephone sales employees at a lower level to follow up;
- record completion, analysis and reconciliation;
- credit collection and sales targeting;
- adherence to company policy and procedure plus credit checks or fraud investigations;
- acquiring and applying extensive knowledge of the articles, goods, wares, services, merchandise, materials or advertising that constitutes the employer's business so that they are able to sell complex products or services and provide detailed advice on company products or services; and
- resolves both general and difficult inquiries and handles and resolves complaints - this may including providing after sales service.

'Telephone Salesperson - Grade 4 - Team Leader' - (Wage relativity to Adult, Clerical and Administrative Employee - Grade 3 (3B) = 110%)

Employees in this grade:

- perform work above and beyond the skills of a Telephone Salesperson - Level 3 and to the level of their training for this grade;
- are supervised by means of reporting to more senior officers as required;

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- are capable of guiding employees in lower levels by means of personal instruction and demonstration;
- have an advanced level of supervisory responsibilities and may supervise up to ten employees at a lower level;
- have responsibility for the work of employees who they supervise;
- exercise a significant degree of initiative, discretion and judgement within the range of their skills and knowledge;
- are responsible and accountable for their own work which is performed within established guidelines; and
- may have qualifications or equivalent industry experience.

Employees in this grade perform roles that may require performance of the following tasks:

- supervises up to ten employees in a team or section of the workplace;
- able to allocate work tasks to individual employees and to check work progress and correct errors;
- able to lead employees in the achievement of their customer contact goals (e.g. sales, service level, collections targets);
- able to plan, organise and/or control team activities to meet organisational goals;
- possesses the ability to motivate and develop employees at lower levels;
- making inbound and outbound calls;
- advanced record completion, analysis and reconciliation, able to create new files and records as required;
- credit collection, reconciliation of accounts and sales targeting;
- adherence to company policy and procedure plus credit checks or fraud investigations;
- acquiring and applying a detailed knowledge of the organisation's operations and structures and the industry or field that the organisation operates in;
- extensive knowledge of the articles, goods, wares, services, merchandise, materials or advertising that constitutes the employer's business, able to provide detailed advice on the organisation's products or services;
- handling of external compliance issues;

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- liaises with management and/or suppliers; and
- resolves difficult inquiries or handles complaints.

Merchandiser - (Wage relativity to Adult, Clerical and Administrative Employee - Grade 3 [3B] = 92.1%)

'Merchandiser' shall mean a person engaged in the promotion of sales of articles, goods, wares, merchandise, or materials, substantially away from the employer's place of business, and without limiting the generality of the foregoing including re-ordering stock and the preparation of display units and gondola ends, or any other method of exposure or presentation of the employer's products.

3. COMMERCIAL TRAVELLERS AND MERCHANTISERS

(a) All provisions of this award shall apply to commercial travellers and merchandisers, with the exception of the clauses outlined below:

(i) Commercial Travellers

The following clauses shall not apply:

- Part IV - Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 4 - Start and Finishing Time;
- Part IV - Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 10 - Shift Work.

(ii) Merchandisers

The following clauses shall not apply:

- Part IV - Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 4 - Start and Finishing Time;
- Part IV - Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 10 - Shift Work.

(b) Expenses and Accommodation

(i) All expenses actually and properly incurred by commercial travellers in the discharge of their duties shall be paid by the employer. Suitable accommodation (as agreed by the employee and the employer) and meals shall be allowed for or provided by the employer.

PROVIDED that if there is a disagreement in relation to the standard of the accommodation then the provisions of Part VI - Consultation and Dispute Resolution, Clause 1 - Settlement of Disputes, of this award shall apply.

Notwithstanding the above, the employer and employee may make any other arrangement, such as the provision of an accommodation allowance, which is not less favourable to the employee.

- (ii) For the purposes of this subclause, expenses incurred in reasonable towing charges or actually incurred in garaging a motor vehicle whilst on the employers' business shall be deemed to be reasonable expenses.
- (iii) Car parking fees actually incurred shall be deemed reasonable expenses where the employer requires a commercial traveller to bring a car into an area where street parking is prohibited or restricted.

(c) Locomotion

All means of locomotion required by a commercial traveller or merchandiser shall be provided and maintained by the employer, but where a commercial traveller or merchandiser, by arrangement with the employer, provides a car he/she shall be paid in addition to the weekly wage rate prescribed in Part III - Wage Rates and Related Matters, Clause 1 - Wage Rates, subclause (v), Commercial Travellers, Telephone Salespersons and Merchandisers an amount as outlined in the table below for each kilometre travelled by car in connection with employment, including that travelled to and from the employee's place of residence for the purposes thereof.

Ordinary Cars	Rate per Kilometre
Up to 1600 cc	45.9 cents
1601 cc to 2600 cc	54.9 cents
2601 cc and over	55.8 cents

PROVIDED that a commercial traveller or merchandiser who is required by the employer to use a car on any day shall be paid not less than \$5.90 in respect of each such day or at the applicable rate per kilometre, whichever shall be the greater amount.

Notwithstanding anything contained elsewhere in this subclause, the employer and employee may make any other arrangement as to car allowance not less favourable to the employee.

(d) Special Allowances

- (i) An employee required by the employer to remain away from the employees home address over a weekend, although not required to work, shall be paid a special allowance of \$3.80 per day plus reasonable accommodation as outlined in subclause (b) of this clause, and meals.

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- (ii) An employee required by the employer to work at trade fairs, exhibitions, or agricultural shows after 6.00 pm Monday to Friday, or on a Saturday, Sunday, or a holiday with pay as prescribed in Part V - Leave and Holidays With Pay, Clause 5 - Holidays with Pay, shall be paid, in addition to the employees' normal hourly rate of pay an amount of \$1.82 per hour for every hour worked with a minimum of three hours pay.

4. PAYMENT OF WAGES

- (a) Wages shall be paid weekly, not later than Thursday in each week.

PROVIDED that where agreement is reached between an employer and a majority of employees wages may be paid fortnightly on the basis of one week's wages in arrears and one week's wages in advance.

- (b) On the completion of the first full pay period and when any change is made in the weekly wage rate, the employee shall be notified in writing of the amount of wages to which the employee is entitled, the amount of deduction made therefrom, and the net amount being paid to the employee.

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

- (c) At the discretion of the employer, wages may continue to be paid by the current method or by direct transfer into an employee's bank (or other recognised financial institution) account.
- (d) Where an employer elects to pay employees by direct transfer the employer shall pay to employees, in addition to any other entitlements, an amount to cover government fees and charges for one deposit and one withdrawal per pay.
- (e) An employer shall give employees at least three months notice of the introduction of payment by direct transfer.

5. SUPERANNUATION

Superannuation contributions shall be made in accordance with the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution and Complaints) Act 1993*.

This legislation, as varied from time to time, shall govern the superannuation, rights and obligations of the parties.

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(a) Definitions

'Eligible Employee' shall mean an employee whether weekly, part-time or casual, who has had at least three months continuous service with an employer subject to this award.

PROVIDED that in the case of an employee who has so qualified with one employer, that employee shall not be required to serve the qualifying period with any subsequent employer subject to this award.

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

'Ordinary time earnings' shall mean the rate of pay attaching to an employee's classification, together with any supplementary payments, overaward payments, service grant, leading hand allowance, and shift loading, including weekend and holidays with pay rates where the shift work is part of the employee's ordinary hours of work. Such earnings shall exclude overtime and allowances in the nature of a reimbursement (such as meal money).

(b) Contributions

An employer shall make a contribution equivalent to the percentage required to comply with the *Superannuation Guarantee (Administration) Act 1992* and the *Superannuation Guarantee Charge Act 1992*, as amended from time to time, into an approved superannuation fund in respect of all eligible employees.

Contributions to the fund shall be made by the employer on at least a calendar monthly basis unless there are circumstances for which the employer cannot be held responsible.

(c) Casual Employees and Part-time Employees

In the case of eligible casual employees and part-time employees, contributions shall be made where the employee works at least 38 hours per month averaged over a fund billing statement month.

(d) Fund

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

- (i) Labour Union Co-operative Retirement Fund (LUCRF);
- (ii) TASPLAN.

(e) Exemption

An employer seeking exemption shall, not later than one (1) month after the commencement of operation of the new business:

- (i) Pursuant to Section 23 of the Act make application to the Tasmanian Industrial Commission to vary the award.
- (ii) Applications shall contain the following information:
 - (1) Name of fund;
 - (2) Evidence of compliance with Commonwealth Operational Standards;
 - (3) Summary of Structure and Benefits;
 - (4) Level of Administration Charge;
 - (5) Any other relevant information.
- (iii) Any application to vary the award in relation to payment of contributions to a superannuation fund shall be heard and determined by the Tasmanian Industrial Commission pursuant to section 32 of the Act.

(f) For the purposes of this clause, the following companies are exempt from contributing to TASPLAN or LUCRF, but shall observe all other provisions of this clause and shall make contributions in accordance with subclause (b) Contributions into the approved fund set out below:

	<u>COMPANY</u>	<u>FUND</u>
(i)	Arnotts Biscuits Limited	Arnotts Accumulation Superannuation Plan
(ii)	The Broken Hill Proprietary Company Limited and Tubemakers Australia Limited	Tubemakers Employees Superannuation Fund or Tubemakers Staff Superannuation Fund
(iii)	Burns Philp & Company Limited Burns Philp Food Fermentation Division trading as Mauri Foods	Burns Philp Future Security Plan
(iv)	Burns, Philp & Company Limited Burns Philp Hardware Division	Burns Philp Future Security Plan
(v)	Cadbury Schweppes Pty Ltd	Supermoney
(vi)	Cartledge Agency Pty Ltd	Tasmanian Chamber of Commerce and Industry Superannuation Fund

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(vii)	The Cascade Brewery Co. Ltd Trading as Chancellors	Cascade Productivity Superannuation Plan
(viii)	Caterers' Market Pty Ltd	Legal & General Employed Persons Superannuation Fund
(ix)	C.C.A. Snack Foods	A.P.D. Snack Foods Superannuation Plan
(x)	Clements & Marshall Pty Ltd	C.A.R.E.
(xi)	Gordon & Gotch Limited	Gordon & Gotch Limited Superannuation Fund
(xii)	Hallmark Cards Aust. Ltd	Hallmark Cards Australia- Superannuation Fund No. 1
(xiii)	Ingram Corporation Pty Ltd	Brown and Dureau Productivity
(xiv)	Kimberley Clark Aust. Pty. Ltd	Kimberley Clark Australia Retirement Fund
(xv)	Monier Redland Limited	Monier Redland Ltd. Group Superannuation Fund
(xvi)	National Distribution Services	Rothmans of Pall Mall (Aust) Limited Superannuation
(xvii)	North West Frozen Foods Pty Ltd trading as Frosto Distributors and Freezer Foods	Superannuation Fund C.A.R.E.
(xviii)	Oce' Australia Limited	Oce' Australia Ltd Superannuation Plan and Oce' Australia Ltd Accumulation Plan
(xix)	Penstock Distributors Pty Ltd	Lifetrack Superannuation Fund
(xx)	Plumrose (Australia) Limited	Plumrose (Australia) Limited Staff Superannuation Fund
(xxi)	Ramset Fasteners (Aust) Pty Ltd	Australian Retirement Fund
(xxii)	Rhone-Poulenc Australia Pty Ltd	Rhone-Poulenc in Australia Occupational Superannuation Fund
(xxiii)	Rothmans of Pall Mall (Aust) Ltd	Rothmans of Pall Mall (Aust) Limited Superannuation Fund

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(xxiv)	Rowntree Hoadley Ltd	Rowntree Hoadley Superannuation Fund
(xxv)	Australasian Conference Association Limited trading as Sanitarium Health Food Company	Australian Conference Association Superannuation Trust
(xvvi)	Sigma Company Limited - Tasmania	Sigma Company Superannuation Plan
(xxvii)	Spicers Paper Limited	Spicers Paper Superannuation Plan
(xxviii)	Stanley Works Pty Ltd	The Stanley Works Pty Ltd Employees' Superannuation Fund
(xxix)	3M Australia Pty Ltd	3M Retirement Plan
(xxx)	Uncle Toby Company Pty. Ltd	Aust. Food Superannuation Plan
(xxxi)	W D & H O Wills (Australia)	Australian Limited Retirement Fund
(xxxii)	Webster Limited	Webster Superannuation Fund
(xxxiii)	William Adams Pty Ltd	William Adams Employees Superannuation Fund & William Adams Staff Superannuation Fund
(xxxiv)	Millen Wholesale Pty Ltd	SMF Superannuation Fund
(xxxv)	Peter Cole Family Trust trading as Waratah Wholesale	Tasmanian Chamber of Commerce and Industry Limited Super Fund

6. SUPPORTED WAGE SYSTEM

(a) Eligibility criteria

Subject to this subclause an employer may engage employees at a supported wage rate (as set out in paragraph (iii) of this subclause) who meet the impairment criteria for receipt of a Disability Support Pension and who, because of their disability, are unable to perform the range of duties to the competence level normally required for the class of work for which they are engaged.

PROVIDED that this subclause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their current employment.

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PROVIDED FURTHER that this subclause does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the above Act, or if a part only has received recognition, that part.

- (b) For the purposes of this subclause:

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

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

'Disability Support Pension' means the pension available under the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.

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

- (c) Supported wage rates

Employees to whom this subclause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing according to the following schedule:

Assessed capacity (paragraph (d))	% of prescribed award rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

PROVIDED that the minimum amount payable shall be not less than \$61 per week.

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(d) Assessment of capacity

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

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

(e) Lodgment of assessment instrument

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

(f) Review of assessment

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

(g) Other terms and conditions of employment

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

(h) Workplace adjustment

An employer wishing to employ a person under the provisions of this subclause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

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(i) Trial Period

- (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this subclause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 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 (iv) and (v).
- (iii) The minimum amount payable to the employee during the trial period shall be no less than \$61 per week or such greater amount as is agreed from time to time between the parties.
- (iv) Work trials should include induction or training as appropriate to the job being trialed.
- (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under paragraph (iii) hereof.

PART IV - HOURS OF WORK, PENALTY PAYMENTS, SHIFT WORK AND OVERTIME

1. DEFINITIONS

'Shift work' is work performed in accordance with a roster which includes the shifts that are defined in Part IV - Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 10 - Shift Work, subclause (a) - Definitions.

2. HOURS OF WORK

- (a) The ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:
 - (i) 38 hours within a period not exceeding seven consecutive days; or
 - (ii) 76 hours within a period not exceeding fourteen consecutive days; or
 - (iii) 114 hours within a period not exceeding twenty-one consecutive days; or
 - (iv) 152 hours within a period not exceeding twenty-eight consecutive days.
- (b) The ordinary hours of work prescribed herein may be worked on any or all days of the week Monday to Friday, between 6.00 am and 6.30 pm. Subject to the constraints specified in subclause (a) hereof, up to 8½ hours (exclusive of meal breaks) may be worked on any one day without incurring overtime.

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- (c) Where possible, the employer shall implement a system embracing the concept of "rostered leisure days" (RLD's) or half rostered leisure days. The option of working 7 hours 36 minutes per day Monday to Friday will only be utilised where the demands of the business and availability of staff preclude any other reasonable alternative.
- (d) In circumstances whereby a system of RLD's applies, an employer, with the agreement of the majority of employees concerned, may, in an emergency situation, substitute the day an employee is to take off for another day. An individual employee, with the agreement of the employer, may substitute the day he/she is to take off for another day. The agreement of the employee and employer, as the case may be, shall not be unreasonably withheld.
- (e) By agreement between the employee and the employer, employees may accrue up to a maximum of 13 RLD's, which shall be taken at a mutually agreed time.
- (f) Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of RLD's to provide that:
 - (i) An employee may elect, with the consent of the employer, to take an RLD at any time;
 - (ii) An employee may elect, with the consent of the employer, to take RLD's in part day amounts;
 - (iii) An employee may elect, with the consent of the employer, to accrue some or all RLD's for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed by the employer, or subject to the reasonable notice by the employee or the employer;
 - (iv) An employee or the employees may choose to request a union party to this award to represent their interests in negotiation referred to in paragraph (i) of this subclause;
 - (v) Once a decision has been taken to introduce an enterprise system of RLD flexibility, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993;
 - (vi) An employer shall record RLD arrangements in the relevant time and wages book, at each time this provision is used.

3. MAKE-UP TIME

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

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

4. START AND FINISHING TIME

For the purpose of this award, the '**start time**' shall mean dressed and ready for work at the work station. Similarly, an employee shall remain at the work station until the conclusion of the working day. This clause was inserted as a consequence of the introduction of the 38 hour week with the objective of increasing productivity.

The start and finish time may vary from day to day and/or between employees or sections of employees.

PROVIDED that the start and finishing time once set shall only be varied by one week's written notice or by agreement between the employer and the employee.

5. MEAL BREAKS AND TEA MONEY

- (a) Not less than 30 minutes nor more than one hour shall be allowed for each meal. The employer shall notify the employee in advance of the time fixed for the meal and the time once fixed shall not be altered unless and until one week's notice of such alteration shall have been given by the employer to the employee concerned.
- (b) The interval for an evening meal shall, unless otherwise agreed, immediately succeed the usual weekday finishing time.
- (c) All work done during the meal interval and continuously thereafter until time for a meal is allowed shall be paid for at the rate of double time.

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- (d) Employees required to work overtime for more than two hours after the usual weekday finishing time or after 7.30 pm (whichever occurs first) shall be paid a meal allowance of \$12.70 unless they have been notified the day before of the intention to work overtime beyond the said finishing time. Employees who are so notified but who are not required to work such overtime shall be paid the meal allowance of \$12.70.

6. REST PERIOD

An employee shall be allowed a 10-minute paid rest period on each day worked. Such rest period shall be taken as opportunity offers and if necessary on a staggered basis with the view of increasing productivity.

PROVIDED that no employee shall be required to work for more than five hours without a break.

7. OVERTIME

For all time of duty outside the ordinary hours or before the time fixed for commencing work, or after the time fixed for ceasing work, payment shall be made at the rate of time and a half for the first two hours and double time thereafter. Where requested by an employee and agreed to by the employer, time off in lieu of payment for overtime may be taken. Time off shall be calculated by multiplying the hours worked by the appropriate overtime rate.

A junior employee under the age of 18 years shall not be required to work overtime unless he or she so desires.

For the purpose of determining the appropriate hourly rate for overtime purposes, the appropriate weekly rate shall be divided by thirty eight.

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

8. SATURDAY, SUNDAY AND HOLIDAY WORK

- (a) Saturday Work

For all time worked on a Saturday, payment shall be made as follows:

- (i) Where the employer's business premises are regularly open for normal business on Saturday, payment shall be made at the rate of double the ordinary rate of pay with a minimum payment as for three hours worked;

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- (ii) Where the employer's business premises are not open for normal business, payment shall be made at the rate of time and one half of the ordinary rate of pay for the first two hours and double time thereafter.

(b) Sunday Work

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

(c) Holiday Work

For all time worked on any of the holidays mentioned in Part V - Leave and Holidays With Pay, Clause 5 - Holidays with Pay, payment shall be made at the rate of double and one half the ordinary rate with a minimum payment as for four hours worked.

(d) Time off in lieu

Where requested by an employee and agreed to by the employer, time off in lieu of payment for overtime may be taken. Time off shall be calculated by multiplying the hours worked by the appropriate overtime rate.

9. PENALTY PROVISIONS

The penalty rates prescribed in Part IV - Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 7 - Overtime and Clause 8 - Saturday, Sunday and Holiday Work are applicable to part-time employees and casual employees. In the case of casual employees and part-time employees who are in receipt of a 20% loading, such loading shall be paid for all hours worked including overtime.

PROVIDED that the penalty additions prescribed in Part II - Employment Relationship and Associated Matters, Clause 3 - Employment Categories, subclause (b) - Part-Time Employees, and Part IV - Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 8 - Saturday, Sunday and Holiday Work, shall be calculated on the ordinary time rate excluding this loading.

10. SHIFT WORK

(a) Definitions

For the purposes of this clause:

'Afternoon shift' means any shift finishing after 6.30 pm and at or before midnight.

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

'Night shift' means any shift finishing subsequent to midnight and at or before 6.00 am.

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

(b) Hours - Continuous Shift Work

The ordinary hours of work for employees engaged to work shift work shall average 38 per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days.

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

(c) Hours - Other than Continuous Work

This subclause shall apply to employees engaged to work shift work not engaged upon continuous work as hereinbefore defined. The ordinary hours of work are to be worked on one of the following bases:

- (i) 38 hours within a period not exceeding seven consecutive days; or
- (ii) 76 hours within a period not exceeding fourteen consecutive days; or
- (iii) 114 hours within a period not exceeding twenty-one consecutive days;
- (iv) 152 hours within a period not exceeding twenty-eight consecutive days;
- (v) For the purposes of this clause any other work cycle during which a weekly average of 38 ordinary hours are worked as may be agreed by the parties.

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

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

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

(d) Rosters

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

(e) Variation by Agreement

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

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

(f) Afternoon or Night Shift Allowance

Employees engaged to work shift work whilst on afternoon or night shifts as prescribed in subclause (a) of this clause, shall be paid 15 per cent more than the ordinary rates for such shifts.

Employees engaged to work shift work who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights in a five-day workshop or for at least six successive afternoons or nights in a six-day workshop shall be paid for each shift at the rate of time and a half for the first four hours and double time thereafter.

An employee who:

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

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

(h) Overtime

Employees engaged to work shift work for all time worked in excess of or outside the ordinary working hours prescribed by this award or on a shift other than a rostered shift shall:

- (i) if employed on continuous work be paid at the rate of double time; or
- (ii) if employed on other shift work be paid at the rate of time and a half for the first three hours and double time thereafter, except in each case when the time is worked:
 - (1) by arrangement between the employees themselves; or
 - (2) for the purpose of effecting the customary rotation of shifts; or
 - (3) is due to the fact that the relief employee does not come on duty at the proper time.

PROVIDED that when not less than one full shift's notice has been given to the employer by the relief employee that he/she will be absent from work and the employee whom the relief employee should relieve is not relieved, the unrelieved employee shall be paid at the rate of time and one half the ordinary rate for the first three hours on duty after the employee had finished his/her ordinary shift and at the rate of double time the ordinary rate thereafter, except where the employee is required to continue to work on his/her rostered day off when the employee shall be paid at double time the ordinary rate.

(iii) Sundays and Holidays with Pay

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

Employees engaged to work on shift work on other than continuous work for all time worked on a Sunday or holiday with pay as prescribed in Part V - Leave and Holidays with Pay, Clause 5 - Holidays with Pay, shall be paid at the rates prescribed by Part IV - Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 8 - Saturday, Sunday and Holiday Work. Where shifts commence between 11.00 pm and midnight on a Sunday or holiday with pay, the time so worked before midnight shall not entitle the employee to the Sunday or holiday with pay rate.

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

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(j) Rostered Day Off Falling on a Holiday with Pay

An employee who works continuous work and who by the circumstances of the arrangement of the employees ordinary hours of work is entitled to a rostered day off which falls on a holiday with pay as prescribed in Part V - Leave and Holidays with Pay, Clause 5 - Holiday with Pay, shall at the discretion of the employer, be paid for that day seven hours 36 minutes at ordinary rates or have an additional day added to his/her annual leave. This provision shall not apply when the holiday with pay on which the employee is rostered off falls on a Saturday or Sunday.

- (k) The operation of this clause shall not apply in respect of any pre-existing arrangement for the operation of shiftwork.
- (l) The parties to this award agree that the provisions of this clause should be subject to a period of testing.

11. REQUIREMENT TO WORK REASONABLE OVERTIME

- (a) Subject to subclause (b) an employer may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

PART V – LEAVE AND HOLIDAYS WITH PAY

1. DEFINITIONS

'Show Day' shall be 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.

2. ANNUAL LEAVE

(a) Period of Leave

A period of 152 hours paid annual leave shall be allowed annually after 12 months continuous service (less the period of annual leave) to an employee in any one or more of the occupations to which this award applies.

(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 Part V - Leave and Holidays With Pay, Clause 5 - Holidays with Pay, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period one day for each such holiday falling as aforesaid.

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

(c) Calculation of Continuous Service

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

- (i) Any interruption or determination of the employment by the employer if such interruption or determination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
- (ii) Any absence from work on account of personal sickness or accident, and in calculating the period of 12 months' continuous service, absence on account of personal sickness or accident to the extent of 91 days in any 12 months shall be deemed to be part of the period of continuous service;
- (iii) Any absence with reasonable cause, proof whereof shall be upon the employee, or leave lawfully granted by the employer, but such absence shall not be taken into account in calculating the period of 12 months' continuous service.

(d) Proportionate Leave on Termination of Service

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

12.67 hours for each completed month of 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 (d) hereof, payment shall not be made or accepted in lieu of annual leave.

(f) Payment for Period of Leave

All employees, before going on annual leave, shall be paid the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on leave during the relevant period. In addition thereto, all employees, other than casual employees, and part-time employees engaged to work less than 20 hours per week shall be paid an amount of \$350.30.

(g) Successor or Assignee or Transmittee

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

(h) Time of Taking Leave

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

(i) Broken Leave

Leave allowed under the provisions of subclause (a) shall be granted and taken in one consecutive period, or where the employer and employee agree, in any combination.

(j) Disputes

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

3. BEREAVEMENT LEAVE

An employee shall on the death of a wife, husband, father, mother, child, step-child, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, grandfather, grandmother or grandchild, be entitled upon application being made to, and approved by the employer, to leave up to and including the day of the funeral of such relative and such leave will be without deduction of pay not exceeding the number of ordinary hours worked by the employee in three ordinary days.

PROVIDED that no payment shall be made in respect of an employee's rostered days off.

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

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

4. CARER'S LEAVE

(a) Paid Carer's Leave

- (i)** In accordance with this subclause, an employee is entitled to use up to a maximum of five days per annum of any current or accrued sick leave entitlement provided for at Part V - Leave and Holidays With Pay, Clause 7 - Sick Leave, for absences to provide care and support for either members of their immediate family or household who need their care and support when they are ill.

For the purposes of this clause part-time employees, who are not in receipt of a loading in lieu of entitlements to paid leave as specified in Part II - Employment Relationship and Associated Matters, Clause 3 - Employment Categories, subclause (b) - Part-Time Employees, paragraph (i), shall be entitled to use up to a maximum of one week of any current or accrued sick leave entitlement per annum.

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

Leave may be taken for part of a single day.

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- (ii) If required the employee must establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person.
 - (iii) The entitlement to use sick leave in accordance with this subclause is subject to the person being either:
 - (1) a member of the employee's immediate family; or
 - (2) a member of the employee's household.
- The term '**immediate family**' includes:
- (A) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and
 - (B) child or an adult child (including an adopted child, a step-child, a foster child or an ex nuptial child), parent (including foster parent, step-parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse of the employee.
- (iv) Where practicable the employee must give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and the person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
 - (v) In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

(b) Unpaid Carer's Leave

- (i) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family or household member who is ill.
- (ii) A part-time employee in receipt of a loading in lieu of entitlements to paid leave as specified in Part II - Employment Relationship and Associated Matters, Clause 3 - Employment Categories, subclause (b) - Part-Time Employees, paragraph (ii), shall be entitled to take a maximum of one week's unpaid carer's leave per annum.

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

(c) Grievance Process

Part VI - Consultation and Dispute Resolution, Clause 1 - Settlement of Disputes of the award also applies to a dispute about the effect or operation of this clause.

5. HOLIDAYS WITH PAY

- (a) All employees (other than casual employees and part-time employees engaged to work less than 20 hours per week) 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, Recreation Day (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day.
- (b) Payment for the holidays mentioned in subclause (a) which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when, if it were not for such holiday, the employee had been at work.
- (c) Payment to an employee for work performed on holidays with pay mentioned in subclause (a) hereof shall be at the rates prescribed elsewhere in this award.

6. PARENTAL LEAVE

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

(a) Definitions

For the purposes of this clause:

- (i) '**Child**' means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the parent of the employee or a child who has previously lived continuously with the employee for a period of six month or more.
- (ii) '**Continuous service**' means service under an unbroken contract of employment and includes:
 - (1) any period of leave taken in accordance with this clause;

- (2) any period of part-time employment worked in accordance with this clause; or
 - (3) any period of leave or absence authorised by the employer or by the award.
- (iii) '**Employee**' includes a part-time employee but does not include an employee engaged upon casual work, unless that work has been under a continuous contract of employment of at least 12 months.
 - (iv) '**Female employee**' means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
 - (v) '**Male employee**' means an employed male who is caring for a child borne of his spouse or a child placed with the employee for adoption purposes.
 - (vi) '**Primary care-giver**' means a person who assumes the principal role of providing care and attention to a child.
 - (vii) '**Spouse**' includes a de facto or a former spouse.
- (b) Entitlement
- (i) After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For mothers, maternity leave provisions apply and for male employees, paternity leave provisions apply. Adoption leave provisions apply in the case of adoption.
 - (ii) Subject to subclause (c) (vi), parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
 - (1) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
 - (2) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.
 - (iii) Unless otherwise agreed between the employee and the employer, parental leave shall be granted and taken in accordance with the notice given by the employee as specified below.
- (c) Maternity Leave
- (i) An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

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- (1) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least 10 weeks;
 - (2) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least 4 weeks.
- (ii) Where the employee gives notice under (d)(i) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse, and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
 - (iii) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or other compelling circumstances.
 - (iv) An employee may commence maternity leave at any time within six weeks immediately prior to the expected date of birth.
 - (v) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- (vi) Special maternity leave
 - (1) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
 - (2) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
 - (3) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical, practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including paternity leave taken by her spouse, may not exceed 52 weeks.

(vii) Transfer to a safe job

- (1) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- (2) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

(d) Paternity Leave

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

- (i) that a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place, and
- (ii) written notification of the proposed dates on which the period of paternity leave will start and finish; and
- (iii) a statutory declaration stating:
 - (1) that period of paternity leave will be taken to become the primary care-giver of a child;
 - (2) particulars of any period of maternity leave sought or taken by the mother, and
 - (3) that for the period of paternity leave, the employee will not engage in any conduct inconsistent with their contract of employment.
- (iv) The employee will not be in breach of this subclause if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

(e) Adoption leave

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

- (ii) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
 - (1) the employee is seeking adoption leave to become the primary care-giver of the child;
 - (2) particulars of any period of adoption leave sought or taken by any other person in respect of that child, and
 - (3) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- (iii) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- (iv) Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- (v) An employee will not be in breach of this subclause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of an adoptive parent or other compelling circumstances.
- (vi) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

(f) Parental leave and other entitlements

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

(g) Part-time work

(i) Entitlement

With the agreement of the employer:

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

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

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

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

(iii) Pro Rata Entitlements

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

(iv) Transitional Arrangements - Annual Leave

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

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

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

(v) Transitional Arrangements - Sick Leave

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

(vi) Part-time Work Agreement

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

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

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

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

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

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

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

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

(vii) Termination of Employment

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

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

(viii) Extension of Hours of Work

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

(ix) Nature of Part-time Work

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

(x) Inconsistent Award Provisions

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

- (1) limiting the number of employees who may work part-time;
- (2) establishing quotas as to the ratio of part-time to full-time employees;
- (3) prescribing a minimum or maximum number of hours a part-time employee may work; or
- (4) requiring consultation with, consent of or monitoring by a union;

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

(h) Replacement Employees

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

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

Unless otherwise agreed between employee and employer, and consistent with the provisions of this clause:

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

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

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

(j) Redundancy

- (i) If a position held by an employee prior to taking parental leave is likely to be made redundant before the employee returns to work, the employer must advise the employee of the impending redundancy, provide an opportunity for consultation and shall not disadvantage the employee by virtue of the taking of parental leave.
- (ii) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

7. SICK LEAVE

- (a) An employee (other than one engaged as a casual employee or a part-time employee engaged to work less than 20 hours per week) 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) the employee shall not be entitled to such leave of absence for any period in respect of which the employee is entitled to workers' compensation;
 - (ii) the employee shall, as soon as possible and where practicable within one hour of the commencement of the employee's normal working day, inform the employer of an inability to attend for work, and as far as practicable, state the nature of the illness or injury and the estimated duration of the absence;

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- (iii) the employee shall prove to the satisfaction of the employer (or in the event of a dispute, the Tasmanian Industrial Commission), that he/she was unable on account of such illness or injury to attend for work on the day or days for which the sick leave is claimed;
- (iv) the employee shall not be entitled in any year to sick leave in excess of seventy-six hours of ordinary working time.

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

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

PART VI – CONSULTATION AND DISPUTE RESOLUTION

1. SETTLEMENT OF DISPUTES

Subject to the provisions of the Tasmanian *Industrial Relations Act 1984*, any grievance or dispute arising out of the work place shall be dealt with in accordance with the following:

- (a) The matter shall first be discussed between the employee/s and the immediate supervisor.
- (b) If not settled, the matter shall be discussed between the employee and the employee's delegate and the employer.
- (c) If the matter is still not settled it shall be referred to the State Secretary of the appropriate union and discussions may take place between the union and the company and its representatives.
- (d) If the matter is still not settled it shall be referred to the Tasmanian Industrial Commission.
- (e) There shall be an opportunity for any party to raise the issue to a higher stage.
- (f) Sensible time limits shall be allowed for the completion of the various stages of the discussions.

- (g) A "cooling-off" period of seven days may be applied by either party at any time from the initial notification to the company of the dispute or grievance. During the "cooling-off" period, work shall continue without interruption from industrial action including bans and limitations and the accepted customs and practice (status quo) that existed prior to the dispute will prevail.

2. STRUCTURAL EFFICIENCY

- (a) Award Modernisation
- (i) The unions are committed to modernising the terms of the award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and will assist positively in the restructuring process.
 - (ii) The unions are prepared to discuss all matters raised by employers for increased flexibility. This process is regulated at the enterprise level in accordance with subclause (c) - Enterprise Agreements hereof. The unions will be readily available to discuss award changes at the enterprise level. Accordingly and in conjunction with the testing of the new award structure the parties will identify and discuss award changes that might provide for productivity, efficiency and flexibility improvements across the industry to be embraced within the broad structure of the award.
 - (iii) The parties will co-operate to review the award to remove obsolete references, remove ambiguities and discriminatory provisions and such other matters that may be identified that will enhance the process of modernising the terms of the award.
 - (iv) The parties will co-operate positively to eliminate demarcation and optimising the multi-skilling and cross-skilling of employees at each enterprise and at the industry level.
- (b) Workplace Consultation
- (i) The development of effective participative/consultative practices is important in the process of award restructuring and can lead to advantages for both employers and employees. It is therefore recommended that a participative/consultative mechanism be implemented at the enterprise level where agreement exists between employer and employees.
 - (ii) The process of consultative practices is a mechanism through which employees can be involved in and positively contribute towards the management decision making process. Decisions are encouraged to be reached through consultative mechanisms/practices, however, managerial prerogative is acknowledged.

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- (iii) The process of consultative practices may be used to implement the provisions of subclause (c) - Enterprise Agreements of this clause.
 - (iv) Where Enterprise Consultative Committees have been agreed to be established, as far as is practicable employers and employees shall be at least equally represented on the committee.
- (c) Enterprise Agreements
- (i) Notwithstanding anything contained in this award, but subject to the provisions of this clause, an enterprise agreement may be entered into between an employer and all or some of the employees engaged by that employer.
 - (ii) An enterprise agreement shall be subject to the following requirements:
 - (1) The changes sought shall not seek to alter provisions reflecting state standards.
 - (2) The majority of employees affected by the change must genuinely agree to the change.
 - (3) The agreement taken as a whole shall not confer a lesser benefit to any employee than is available under the award.
 - (4) The relevant union or unions shall be advised by the employer of his or her intention to commence discussions with employees on an agreement under this clause.
 - (5) The relevant union or unions must be a party to the agreement.
 - (6) The relevant union or unions shall not unreasonably oppose any agreement.
 - (iii) An enterprise agreement shall be signed by the parties, being the employer and the union or unions, and contain the following:
 - (1) The term of the agreement.
 - (2) The parties covered by the agreement.
 - (3) The classes of employees covered by the agreement.
 - (4) The means by which a party may retire from the agreement.
 - (5) The means by which the agreement may be varied.
 - (6) The means by which any dispute arising in respect to the agreement may be resolved.

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- (iv) (1) A properly completed agreement shall be forwarded to the Tasmanian Industrial Commission.

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

- (2) If the agreement is accepted the parties shall be notified in writing and provided with a copy of the agreement and the agreement shall be forwarded to the Registrar to be filed.
- (3) An agreement having been accepted by a member of the Commission shall, from the date of notification referred to in subclause (iv)(2), to the extent of any inconsistency, take precedence over the award.
- (v) The employer, upon being notified by the Tasmanian Industrial Commission of the acceptance of the agreement, shall provide a copy of the agreement to each affected employee.

PART VII - AWARD COMPLIANCE AND UNION RELATED MATTERS

1. RIGHT OF ENTRY OF UNION OFFICIALS

Right of entry for duly accredited representatives of the employee organisations mentioned in Part 1 - Application and Operation of Award, Clause 5 - Award Interest, shall be in accordance with the provision of Section 77 of the *Industrial Relations Act 1984*.

Tim Abey
COMMISSIONER

24 August 2004