

IN THE TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984

T.1136 of 1988

**IN THE MATTER OF AN APPLICATION BY
THE TASMANIAN TRADES AND LABOR
COUNCIL TO VARY PUBLIC AND PRIVATE
SECTOR AWARDS AND AGREEMENTS IN
LINE WITH THE NATIONAL WAGE CASE
DECISION OF 5 FEBRUARY 1988**

ORDER -

**No. 1 of 1988
(Consolidated)**

**AMEND THE VETERINARY SERVICES AWARD BY DELETING ALL THE CLAUSES
CONTAINED THEREIN AND INSERTING IN LIEU THEREOF THE FOLLOWING:**

1. TITLE

This award shall be known as the "Veterinary Services Award".

2. SCOPE

This award is established in respect of the industries of:

- (a) Veterinary Clinics;
- (b) Veterinary Surgeries; and
- (c) Veterinary Practices.

3. ARRANGEMENT

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4. DATE OF OPERATION

This award shall come into operation from the beginning of the first full pay period to commence on or after 5 February 1988

Provided that it is a term of this award (arising from the decision of the Tasmanian Industrial Commission in the National Wage Case flow-on of 1987) that the unions undertake that for the period of the package they will not pursue any claims, award or overaward, except where consistent with the National Wage Case Principles.

5. SUPERSESSION AND SAVINGS

This award incorporates and supersedes No. 1 of 1987 (Consolidated).

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

6. PARTIES AND PERSONS BOUND

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

- (a) all employers (whether members of a Registered Organisation or not) who are engaged in the industry specified in Clause 2 - Scope;
- (b) all employees (whether members of a Registered Organisation or not) for whom classifications appear in this award and who are engaged in the industry specified in Clause 2 - Scope;
- (c) The Federated Miscellaneous Workers' Union of Australia, Tasmanian Branch and the officers of that organisation and their members employed in the industries specified in Clause 2 - Scope;
- (d) the Tasmanian Confederation of Industries; and
- (e) the Tasmanian Trades and Labor Council.

7. DEFINITIONS

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

8. WAGE RATES

1. WAGE RATES

Adult employees of a classification hereunder mentioned shall be paid the amount assigned opposite that classification:-

		Amount Per Week
		\$
Classification		
Veterinary Nurse		
1st year of service		256.30
2nd year of service		282.20
3rd year of service and thereafter		299.10

2. JUNIORS

Junior employees shall be paid the undermentioned percentages of the 1st year adult rate calculated to the nearest 10 cents:-

		Amount Per Week
		\$
	%	
Under 17 years of age	53	135.80
17 years and under 18 years of age	65	166.60
18 years and under 19 years of age	77	197.40
19 years and under 20 years of age	81	207.60
20 years and over	Adult Rate	256.30

9. ANNUAL LEAVE

(a) Period of Leave

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

(b) Calculation of Continuous Service

(i) 12 months' continuous service, for the purposes of this award shall mean 12 months from the commencement of employment. Such 12 months shall not be affected by the number of hours worked each week.

(ii) Continuous service shall not be deemed to have been broken because of:-

(a) absences of up to 91 days resulting from accidents, or illnesses which are covered by medical certificates;

(b) absences of up to one month for any cause for which leave has been granted by the employer.

(c) Time of Taking Leave

Annual leave shall be taken at a time mutually agreed upon by the employer and the employee and in the absence of agreement at a time fixed by the employer after at least one month's notice to the employee and within one month of the leave becoming due.

Annual leave shall be taken within 6 months from the date when the right to annual leave accrued.

(d) Broken Leave

Annual leave shall be taken in a continuous period provided that where the employee and the employer agree, leave may be taken in 2 or more periods, one of which shall be of at least 14 successive days.

(e) Payment for Period of Leave

An employee before going on leave shall be paid the amount of wages he would have received in respect of the ordinary time which he would have worked had he not been on leave during the relevant period. In addition thereto he shall be paid a loading of 17 1/2 per cent.

(f) **Proportionate Leave on Termination of Service**

Where an employee terminates his employment, or his employment is terminated by the employer before the expiration of any 12 monthly qualifying period, payment shall be made on the basis of:- 4.48ths of a week's wages for each completed week of continuous service plus 17 1/2 per cent annual leave loading for an employee with more than 12 months service.

10. CLOTHING ALLOWANCE

- (a) The employee shall be issued with two uniforms annually to be maintained in a suitable condition by the employer. Where the uniforms are not supplied and laundered the employer shall pay a premium of \$5.20 per week:- \$3.80 for the cost of laundering, \$1.45 for supply of uniforms.
- (b) Where an employee is required to work in wet or dirty conditions or in association with animals suitable footwear shall be supplied.

11. COMPASSIONATE LEAVE

An employee shall on the death of a wife, husband, father, mother, child, stepchild, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, grandfather, grandmother, de facto spouse, be entitled upon application being made to 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 3 ordinary days.

Proof of such death, in the form of a death notice or other written evidence, shall be furnished by the employee.

12. HOLIDAYS WITH PAY

- (a) (i) All employees (other than casuals) shall be allowed the following days as paid holidays:- New Year's Day, Australia Day, Hobart Regatta Day (south of Oatlands), Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day (as defined), the first Monday in November (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day.
- (ii) Where any of the aforementioned holidays fall on a Saturday or Sunday and are observed on the Saturday or Sunday respectively, then the following ordinary working day shall be regarded as a holiday for the purposes of this award.

- (b) Payment for the holidays mentioned in subclause (a) which are taken and not worked, shall be at the rate of pay which would have applied to the employee concerned when, if it were not for such holiday, he had been at work.
- (c) Payment to an employee for work performed on a holiday mentioned in subclause (a) of this Clause shall be made at two and a half times the normal rate.

13. HOURS

The ordinary hours of work shall not exceed 40 hours per week to be worked as follows:-

8 hours per day as agreed between the hours of 8.00 a.m. and 8.00 p.m. Monday to Friday inclusive, and one shift of not more than 4 hours between the hours of 8.00 a.m. and 12.30 p.m. on Saturday.

14. MATERNITY LEAVE

(a) Eligibility for Maternity Leave

An employee who becomes pregnant, shall upon production to her employer of a certificate from a duly qualified medical practitioner stating the presumed date of her confinement, be entitled to maternity leave provided that she has had not less than 12 months' continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

For the purposes of this clause:

- (i) An employee shall include a part-time employee but shall not include an employee engaged upon casual or seasonal work.
- (ii) Maternity leave shall mean unpaid maternity leave.

(b) Period of Leave and Commencement of Leave

- (i) Subject to subclauses (c) and (f) of this clause the period of maternity leave shall be for an unbroken period of from 6 to 52 weeks and shall include a period of 6 weeks compulsory leave to be taken immediately following confinement.
- (ii) An employee shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.

- (iii) An employee shall give not less than 4 weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.
- (iv) An employer by not less than 14 days' notice in writing to the employee may require her to commence maternity leave at any time within 6 weeks immediately prior to her presumed date of confinement.
- (v) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraph (iii) above, if such failure is occasioned by the confinement occurring earlier than the presumed date.

(c) Transfer to a Safe Job

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

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (g), (h), (i) and (j) of this clause.

(d) Variation of Period of Maternity Leave

- (i) Provided the addition does not extend the maternity leave beyond 52 weeks, the period may be lengthened once only, save with the agreement of the employer, by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened.
- (ii) The period of leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(e) Cancellation of Maternity Leave

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

(f) Special Maternity Leave and Sick Leave

- (i) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then
 - (a) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or
 - (b) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.
- (ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.
- (iii) For the purposes of subclauses (g), (h) and (i) of this clause, maternity leave shall include special maternity leave.

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

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

(g) Maternity Leave and Other Leave Entitlements

Provided the aggregate of leave including leave taken pursuant to subclauses (c) and (f) of this clause does not exceed 52 weeks:

- (i) an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or any part thereof to which she is then entitled;
- (ii) paid sick leave or other paid authorised award absences (excluding annual leave), shall not be available to an employee during her absence on maternity leave.

(h) Effect of Maternity Leave on Employment

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

(i) Termination of Employment

- (i) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.
- (ii) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(j) Return to Work After Maternity Leave

- (i) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than 4 weeks prior to the expiration of her period of maternity leave.
- (ii) An employee, upon expiration of the notice required by paragraph (i) above, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (c) of this clause to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(k) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- (ii) Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.
- (v) A replacement employee shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the 12 months' qualifying period.

15. MEAL AND MEAL ALLOWANCE

- (a) A meal interval of not less than 30 minutes or more than one hour shall be allowed to an employee after each 4 hours worked.
- (b) An employee who is required to work overtime for more than one and a half hours after the usual time of ceasing work shall be paid a meal allowance of \$4.80 for each such meal.
- (c) An employee required to work for more than 4 hours on a Saturday, or a Sunday or a Public Holiday shall be paid a meal allowance of \$4.80.

16. OVERTIME

For all time of duty in excess of or outside of the ordinary hours as prescribed in Clause 13 - Hours of this award, payment shall be made at the rate of time and one half for the first 2 hours and double time thereafter.

17. PREFERENCE OF EMPLOYMENT

Preference of employment shall be given to members of the Federated Miscellaneous Workers' Union of Australia, provided that such preference shall extend to persons who, not being members, undertake to become, and within 14 days of so undertaking do in fact become, and remain members of the Federated Miscellaneous Workers' Union of Australia.

A person who objects to joining the union on genuine conscientious grounds shall be exempted from the requirement to join on condition that he contributes an amount equivalent to the annual union subscription to a charity agreed on between him and the union.

18. REST PERIOD

Employees shall be allowed a rest period of 15 minutes during the first and second periods of each shift.

19. RIGHT OF ENTRY

For the purpose of interviewing persons covered by this award, an officer of the Federated Miscellaneous Workers' Union of Australia may enter the premises where such persons are employed on each day of the week.

20. SATURDAY AND SUNDAY WORK

For all time of duty after midday on a Saturday or on a Sunday payment shall be made at the rate of double the ordinary rate.

21. SICK LEAVE

- (a) An employee, who is absent from work on account of personal illness or on account of injury by accident shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations -
- (i) he shall not be entitled to such leave of absence for any period in respect of which he is entitled to workers' compensation;
 - (ii) he shall, if practicable, within 48 hours of the commencement of such absence, inform the employer of his inability to attend for work, and as far as may be practicable, state the nature of illness or injury and the estimated duration of the absence;
 - (iii) he shall prove to the satisfaction of the employer (or in the event of a dispute, the Secretary for Labour), that he was unable on account of such illness or injury to attend for work on the day or days for which the sick leave is claimed, provided that 2 single day absences in each 6 monthly period shall be allowed (providing that this day is not taken immediately before or after any statutory holiday) without production of such proof.
 - (iv) he shall not be entitled in any year (whether in the employment of one employer or of more) to sick leave credit in excess of 2 weeks or ordinary working time;

- (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.

