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TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984
s.23 application for award or variation of award

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union
(T5394 of 1995)

CEMENT MAKERS AWARD

Award variation - union amalgamation - delete all reference to Automotive, Food, Metals and Engineering Union and the Printing and Kindred Industries Union - insert Automotive, Food, Metals Engineering, Printing and Kindred Industries Union - consent matter - award varied operative 15 March 1995

ORDER BY CONSENT:

No. 1 of 1995
(Consolidated)

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

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1. TITLE

This award shall be known as the "Cement Makers Award".

2. SCOPE

This award is established in respect of:-

(a) manufacturer of cement; and

(b) processor of asbestos cement sheets and products.

3. ARRANGEMENT

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4. DATE OF OPERATION

This award shall come into operation on and from 15 March 1995.

5. SUPERSESSION AND SAVINGS

This award incorporates and supersedes No. 3 of 1995 (Consolidated).

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

6. PARTIES AND PERSONS BOUND

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

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

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

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

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

  (ii) The AWU-FIME Amalgamated Union, Tasmania Branch and the officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope;

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

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

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

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

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

the Tasmanian Chamber of Commerce and Industry Limited..

7. DEFINITIONS

(a) Classification Definitions

ADMINISTRATIVE EMPLOYEE

Grade 1 - Clerical Assistant

A. GRADING

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

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

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

B. GENERAL REQUIREMENTS

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

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

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C. SKILL REQUIREMENTS

(i) Technical Skills

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

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

Grade 2 - Clerical Officer

A. GRADING

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

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

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

B. GENERAL REQUIREMENTS

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

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

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C. SKILL REQUIREMENTS

(i) Technical Skills

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

Computer - Skill Level 1:
Employees at this level are able to use knowledge of keyboard and function keys to enter and retrieve data through computer terminal.

Keyboard Typing - Skill Level 1:
Employees at this level are able to type at 25 words per minute with 98% 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).

Grade 3 - Clerical Officer

A. GRADING

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

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

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

OR ARE:

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

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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.

Grade 4 - Clerical Officer

A. GRADING

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

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

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

B. GENERAL REQUIREMENT

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

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

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

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(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. SKILLS REQUIREMENTS

(i) Technical Skills

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

Computer - Skill Level 3:
Employees at this level are able to use TWO application software packages developed for a micro/personal computer at a standard equal to Skill Level 2 in each, 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.

(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.

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Grade 5 - Administrative Officer

A. GRADING

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

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

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

B. GENERAL REQUIREMENTS

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

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

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

C. SKILL REQUIREMENTS

(i) Technical Skills

Computer - Skill Level 4:
Employees at this level are able to use THREE application software packages developed for a micro/personal computer at a standard equal to Skill Level 2 in each; or use a central computer resource to an equivalent standard; or apply knowledge of advanced functions of a SINGLE application software package to manipulate data, 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;

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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.

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

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

Grade 6 - Administrative Officer

A. GRADING

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

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

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

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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.

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

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

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

Grade 7 - Administrative Officer

A. GRADING

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

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

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

B. GENERAL REQUIREMENTS

(i) Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Grade 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.

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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, cashflow records, balance sheets, trading accounts, cash management analysis, FBT 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.

(iv) Supervisory - Skill Level 3:
Employees s at this level are able to plan and organise work priorities of 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.

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(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.

PRODUCTION EMPLOYEE

Grade 1

An employee at this level shall be a new employee undergoing training for the first three months of employment.

Work performed shall be under direct supervision and of a routine nature within established procedures.

Grade 2

An employee at this level may be engaged on tasks requiring direct supervision or in a team environment.

Performs routine tasks and/or operates basic equipment requiring previous training or experience and little or no direction on the part of the employee.

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

. Performs general labouring and cleaning duties;

. Repetitive work on automatic, semi-automatic or single purpose machines or equipment;

. Basic soldering or butt and spot welding skills or cuts with oxy-ªacetylene blow pipe;

. Uses selected hand tools.

. Maintains simple records.

. Uses hand trolleys and pallet trucks.

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

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Grade 3

An employee at this level performs work above and beyond the skills of an employee at Grade 2 and to the level of his/her training.

Performs tasks subject to routine supervision either individually or in a team environment and exercises discretion within his/her level of skills and training. Is responsible for the quality of his/her own work subject to routine supervision.

Indicative of the tasks which an employee at this level may perform in addition to those of Grade 2 are the following:

. Operates machinery and equipment requiring the exercise of skills and knowledge and beyond that of Grade 2;

. Non trade engineering skills;

. Minor maintenance skills obtained through appropriate training;

. Receiving, dispatching, distributing, sorting, checking, packing, documenting and recording of goods, materials and components;

. Basic inventory control;

. Basic keyboard skills.

. Operation of mobile equipment including forklifts, overhead cranes and winch operation.

. Assists in the provision of on-the-job training in conjunction with supervisor/trainers.

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

Grade 4

An employee at this level performs work above and beyond the skills of an employee at Grade 3 and to the level of his/her training.

Performs tasks subject to general supervision or co-ordinates work in a team environment.

May work from complex instructions and procedures and is responsible for assuring the quality of his/her work.

Indicative of the tasks which an employee at this level may perform in addition to those of Grade 3 are the following:

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. Uses precision measuring instruments;

. Machine setting, loading and operation;

. Inventory and store control including:-

- licensed operation of all appropriate materials handling equipment;

- use of tools and equipment;

- computer operation at a level higher than that of Grade 3.

. Intermediate keyboard skills;

. Performs basic quality checks on the work of others;

. Licensed and certified for forklift, engine driving and crane and trucks under 30 tonnes load capacity.

. Has a knowledge of the employer's operation as it relates to the production process.

. Lubrication of production machinery;

. Be a relief for a Grade 5 employee (provided that whilst relieving at Grade 5 shall be considered to be Grade 5 for the purposes of the award).

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

Grade 5

An employee at this level performs work above and beyond the skills of an employee at Grade 4 and to the level of his/her training.

Performs tasks subject to general supervision either individually or in a team environment.

Indicative of the tasks which an employee at this level may perform in addition to those of Grade 4 are the following:

. Relief process attendant.

. Tamroc drill operator.

. Operate a loader of 150KW.

. Operate a truck 30 tonnes and over load capacity.

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. Operate a tractor with powered attachments over 150KW.

An employee may progress to Grade 6 on the basis of demonstrating and utilising competently and regularly the skill to work at Grade 6 or on being selected on merit for a position when a position at that level becomes available.

Grade 6

An employee at this level performs work above and beyond the skills of an employee at Grade 5 and to the level of his/her training.

Performs tasks subject to general supervision either individually or in a team environment.
Indicative of the tasks which an employee at this level may perform in addition to those of Grade 5 are the following:

. Understands and applies quality control techniques.

. Exercises discretion within the scope of this Grade.

. Inspects products and/or materials for conformity with established operational standards.

. Maintains quality of product.

. Operates, sets up and adjusts all production machinery in a plant.

. Can perform a range of engineering functions including:

- removing equipment fastenings including the use of destructive cutting equipment;

- lubrication of production equipment;

- running adjustments to production equipment.

. Basic production scheduling and materials handling within the scope of the production process;

. Understands and applies computer techniques as they relate to production process operations;

. Has a sound knowledge of the employer's operations as it relates to the production process.

. Be a relief for a Grade 7 or 8 employee (provided that whilst relieving at Grade 7 or 8 shall be considered to be Grade 7 or 8 for the purposes of the award).

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

Grade 7

An employee at this level performs work above and beyond the skills of an employee at Grade 6 and to the level of his/her training.

Performs tasks subject to general supervision either individually or in a team environment.

An employee at this level will be undertaking an approved course to obtain a "Certificate in Cement Manufacturing Operations".

Indicative of the tasks which an employee at this level may perform in addition to those of Grade 6 are the following:

. Operate central control room.

. Be a relief for higher grade or staff member.

Grade 8

An employee at this level shall be a Grade 7 employee who has successfully completed an approved course and obtained a "Certificate in Cement Manufacturing Operations."

Indicative of the tasks which an employee at this level may perform in addition to those of Grade 7 are the following:

. Operate central control room controlling all works operations from quarry through to and including cement dispatch.

MAINTENANCE EMPLOYEE

Grade 1 Competency Points Total - 0

A Maintenance Employee - Grade 1 is an employee who is undertaking up to 38 hours 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 and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.

The competencies achieved at this level are drawn from the National metals and Engineering Industry Competency Standards plus site specific competencies to enable them to work at Grade 2.

An employee at this level works under direct supervision, performs routine duties essentially of a manual nature and to the level of his/her training.

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Grade 2 **Competency Points Total - 0**

A Maintenance Employee Grade 2 is an employee who has achieved the competencies from Grade 1.

An employee at this level performs work above and beyond the skills of an employee at Grade 1 and to the level of his/her training.
An employee at this level works under direct supervision either individually or in a team environment.

An employee at this level is undertaking structured training to achieve competencies which are drawn from the National Metals and Engineering Industry Competency Standards plus site specific competencies to enable them to work at Grade 3.

Grade 3 **Competency Points Total - 32**

A Maintenance Employee Grade 3 is an employee who has achieved the competencies from Grade 2.

An employee at this levels performs work above and beyond the skills of an employee at Grade 2 and to the level of his/her training.

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

An employee at this level is undertaking structured training to achieve competencies which are drawn from the National Metals and Engineering Industry Competency Standards plus site specific competencies to enable them to work at Grade 4.

Grade 4 **Competency Points Total - 64**

A Maintenance Employee Grade 4 is an employee who has achieved the competencies from Grade 3.

An employee at this level performs work above and beyond the skills of an employee at Grade 3 and to the level of his/her training.

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

An employee at this level is undertaking structured training to achieve competencies which are drawn from the National Metals and Engineering Industry Competency Standards plus site specific competencies to enable them to work at Grade 5.

Grade 5 **Competency Points Total - 96**

A Maintenance Employee Grade 5 is an employee who has achieved the competencies from Grade 4.

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An employee at this level performs work above and beyond the skills of an employee at Grade 4 and to the level of his/her training.

An employee at this level works under limited supervision either individually or in a team environment.
An employee at this level is undertaking structured training to achieve competencies which are drawn from the National Metals and Engineering Industry Competency Standards plus site specific competencies to enable them to work at Grade 6.

A Maintenance Tradesperson Grade 5 is an employee who holds a Trade Certificate or a Trades Rights Certificate as an:

. Engineering tradesperson (electrical/electronic); or
. Engineering tradesperson (mechanical); or
. Engineering Tradesperson (fabrication); or
. Carpenter;

and is able to exercise the skills and knowledge of that trade.

An employee at this level is undertaking structured training to achieve competencies which are drawn from the National Metals and Engineering Industry Competency Standards plus site specific competencies to enable them to work at Grade 6.

Grade 6 Competency Points Total - 108

A Maintenance Employee Grade 6 is an employee who has achieved the competencies from Grade 5 (maintenance employee).

An employee at this level performs work above and beyond the skills of an employee at Grade 5 (maintenance employee) and to the level of his/her training.

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

An employee at this level is undertaking structured training to achieve competencies which are drawn from the National Metals and Engineering Industry Competency Standards plus site specific competencies to enable them to work at Grade 7 (maintenance employee).

A Maintenance Tradesperson Grade 6 is an employee who holds a Trade Certificate or a Trades Rights Certificate as an:

. Engineering tradesperson (electrical/electronic); or
. Engineering tradesperson (mechanical); or
. Engineering Tradesperson (fabrication); or
. Carpenter;

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who has achieved the competencies required to move to Grade 6 (maintenance tradesperson).

An employee at this level performs work above and beyond the skills of an employee at Grade 5 (maintenance tradesperson) and to the level of his/her training.

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

An employee at this level is undertaking structured training to achieve competencies which are drawn from the National Metals and Engineering Industry Competency Standards plus site specific competencies to enable them to work at Grade 7 (maintenance tradesperson).

Grade 7 **Competency Points Total - 120**

A Maintenance Employee Grade 7 is an employee who has achieved the competencies from Grade 6 (maintenance employee).

An employee at this level performs work above and beyond the skills of an employee at Grade 6 (maintenance employee) and to the level of his/her training.

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

An employee at this level is undertaking structured training to achieve competencies which are drawn from the National Metals and Engineering Industry Competency Standards plus site specific competencies to enable them to work at Grade 8 (maintenance employee).

A Maintenance Tradesperson Grade 7 is an employee who holds a Trade Certificate or a Trades Rights Certificate as an:

. Engineering tradesperson (electrical/electronic); or
. Engineering tradesperson (mechanical); or
. Engineering Tradesperson (fabrication); or
. Carpenter;

who has achieved the competencies required to move to Grade 7 (maintenance tradesperson).

An employee at this level performs work above and beyond the skills of an employee at Grade 6 (maintenance tradesperson) and to the level of his/her training.

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

An employee at this level is undertaking structured training to achieve competencies which are drawn from the National Metals and Engineering Industry Competency

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Standards plus site specific competencies to enable them to work at Grade 8 (special class maintenance tradesperson).

Grade 8 Competency Points Total - 132

A Maintenance Employee Grade 8 is an employee who has achieved the competencies from Grade 7 (maintenance employee).

An employee at this level performs work above and beyond the skills of an employee at Grade 7 (maintenance employee) and to the level of his/her training.

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

An employee at this level is undertaking structured training to achieve competencies which are drawn from the National Metals and Engineering Industry Competency Standards plus site specific competencies to enable them to work at Grade 9 (maintenance employee).

A Special Class Maintenance Tradesperson Grade 8 is an employee who holds a Trade Certificate or a Trades Rights Certificate as an:

. Engineering tradesperson (electrical/electronic) Level 2; or
. Engineering tradesperson (mechanical) Level 2; or
. Engineering Tradesperson (fabrication) Level 2; or
. Carpenter;

who has achieved the competencies required to move to Grade 8 (special class maintenance tradesperson).

An employee at this level performs work above and beyond the skills of an employee at Grade 7 (maintenance tradesperson) and to the level of his/her training.

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

An employee at this level is undertaking structured training to achieve competencies which are drawn from the National Metals and Engineering Industry Competency Standards plus site specific competencies to enable them to work at Grade 9 (advanced maintenance tradesperson).

Grade 9 Competency Points Total - 144

A Maintenance Employee Grade 9 is an employee who has achieved the competencies from Grade 8 (maintenance employee).

An employee at this level performs work above and beyond the skills of an employee at Grade 8 (maintenance employee) and to the level of his/her training.

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

An employee at this level is undertaking structured training to achieve competencies which are drawn from the National Metals and Engineering Industry Competency Standards plus site specific competencies to enable them to work at Grade 10 (maintenance employee).

An Advanced Maintenance Tradesperson (Level 1) Grade 9 is an employee who holds a Trade Certificate or a Trades Rights Certificate as an:

. Engineering tradesperson (electrical/electronic); or
. Engineering tradesperson (mechanical); or
. Engineering Tradesperson (fabrication); or
. Carpenter;

who has achieved the competencies required to move to Grade 9 (advanced maintenance tradesperson level 1).

An employee at this level performs work above and beyond the skills of an employee at Grade 8 (special class maintenance tradesperson) and to the level of his/her training.

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

An employee at this level is undertaking structured training to achieve competencies which are drawn from the National Metals and Engineering Industry Competency Standards plus site specific competencies to enable them to work at Grade 10 (advanced maintenance tradesperson level 2).

Grade 10 Competency Points Total - 156

A Maintenance Employee Grade 10 is an employee who has achieved the competencies from Grade 9 (maintenance employee).

An employee at this level performs work above and beyond the skills of an employee at Grade 9 (maintenance employee) and to the level of his/her training.

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

An employee at this level is undertaking structured training to achieve competencies which are drawn from the National Metals and Engineering Industry Competency Standards plus site specific competencies to enable them to work at Grade 11 (engineering associate).

An Advanced Maintenance Tradesperson (Level 2) Grade 10 is an employee who holds a Trade Certificate or a Trades Rights Certificate as an:

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. Engineering tradesperson (electrical/electronic); or
. Engineering tradesperson (mechanical); or
. Engineering tradesperson (fabrication); or
. Carpenter;

who has achieved the competencies required to move to Grade 10 (advanced maintenance tradesperson level 2).

An employee at this level performs work above and beyond the skills of an employee at Grade 9 (advanced maintenance tradesperson level 1) and to the level of his/her training.

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

An employee at this level is undertaking structured training to achieve competencies which are drawn from the National Metals and Engineering Industry Competency Standards plus site specific competencies to enable them to work at Grade 11 (engineering associate).

Grade 11 **Competency Points Total - 184**

An Engineering Associate (Level 1) Grade 11 is an employee who has achieved the competencies from Grade 10 (maintenance employee or advanced maintenance tradesperson Level 2).

An employee at this level performs work above and beyond the skills of an employee at Grade 10 and to the level of his/her training.

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

An employee at this level is undertaking structured training to achieve competencies which are drawn from the National Metals and Engineering Industry Competency Standards plus site specific competencies to enable them to work at Grade 12 (engineering associate level 2).

Grade 12 **Competency Points Total - 216**

An Engineering Associate (Level 2) Grade 12 is an employee who has achieved the competencies from Grade 11.

An employee at this level is undertaking structured training to achieve competencies which are drawn from the National Metals and Engineering Industry Competency Standards plus site specific competencies to enable them to work at Grade 13.

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Grade 13 Competency Points Total - yet to be determined

An Engineer (Level 1) is an employee who has achieved the competencies from Grade 12.

An employee at this level performs work above and beyond the skills of an employee at Grade 12 and to the level of his/her training.

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

An employee at this level is undertaking structured training to achieve competencies which are drawn from the National Metals and Engineering Industry Competency Standards plus site specific competencies to enable them to work at Grade 14.

Grade 14 Competency Points Total - yet to be determined

A Professional Engineer Grade 14 is an employee who has achieved the competencies from Grade 13.

An employee at this level performs work above and beyond the skills of an employee at Grade 13 and to the level of his/her training.

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

(b) General Definitions

`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 or adult, and on completion of 12 months clerical experience (whether with one employer or more) such adult employees shall be advanced to a graded position dependent on skills held and position requirement.

`Career Start Trainee' means a person employed by an employer under the terms of the Career Start Traineeship system and any agreement attached thereto.

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

`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 eleven (11) paid public holidays per year.

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`Industrial Commission' means the Tasmanian Industrial Commission.

`Traineeships' means a system under the Australian Traineeship System comprising structured on-the-job training with an employer and off-the-job training in a Technical and Further Education College or other training provider approved by the Training Authority of Tasmania.

`Training Agreement' shall mean an agreement registered under the provisions of the Industrial and Commercial Training Act 1985.

`Trainees' shall be employees bound by a Training Agreement.

`Twelve months experience' means, wherever occurring in the case of part-[a]time and/or casual employees, 1976 hours actual service.

8. WAGE RATES

1. ADULT EMPLOYEES

(a) Wages

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

	Base Rate Relativity %	Base Rate $	Supplementary Payment $ (A)	Supplementary Payment $ (B)	Weekly Wage Rate $
1. Production employees					
Grade 1	78	284.90	40.50	8.00	333.40
Grade 2	82	299.50	42.60	8.00	350.10
Grade 3	87.4	319.20	45.40	8.00	372.60
Grade 4	92.4	337.40	48.10	8.00	393.50
Grade 5	95	346.90	49.40	8.00	404.30
Grade 6	100	365.20	52.00	8.00	425.20
Grade 7	105	383.50	54.60	8.00	446.10
Grade 8	110	401.70	57.20	8.00	466.90
2. Maintenance Employees					
Grade 1	78	284.90	40.50	8.00	333.40
Grade 2	82	299.50	42.60	8.00	350.10
Grade 3	87.4	319.20	45.40	8.00	372.60
Grade 4	92.4	337.40	48.10	8.00	393.50
Grade 5	100	365.20	52.00	8.00	425.20

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Grade 6	105	383.50	54.60	8.00	446.10
Grade 7	110	401.70	57.20	8.00	466.90
Grade 8	115	420.00	59.80	8.00	487.80
Grade 9	125	456.50	65.00	8.00	529.50
Grade 10	130	474.80	67.60	8.00	550.40
Grade 11	135	493.00	70.20	8.00	571.20
Grade 12	145	529.50	75.40	8.00	612.90
Grade 13	150	547.80	78.00	8.00	633.80
Grade 14	160	584.30	83.20	8.00	675.50

3. Administrative Employees

Adult Entry					
1st 6 months	80	292.20	41.60	8.00	341.80
2nd 6 months	85	310.40	44.20	8.00	362.60
Grade 1A	87	317.70	45.30	8.00	371.00
Grade 1B	90	328.70	46.80	8.00	383.50
Grade 2A	92	336.00	47.80	8.00	391.80
Grade 2B	95	347.00	49.30	8.00	404.30
Grade 3A	97	354.20	50.50	8.00	412.70
Grade 3B	100	365.20	52.00	8.00	425.20
Grade 4	105	383.50	54.60	8.00	446.10
Grade 5	110	401.70	57.20	8.00	466.90
Grade 6	115	420.00	59.80	8.00	487.80
Grade 7	120	438.20	62.40	8.00	508.60

(b) Supplementary Payment

The amounts appearing in the column headed Supplementary Payment (A) and (B) contained in this clause are absorbable against any overaward payment being paid by an employer as from the beginning of the first full pay period commencing on or after 19 May 1994 in respect of Column (A) and in respect of Column (B), which results from the Arbitrated Safety Net Adjustment Principle as determined in the State Wage Case Decision of 24 December 1993, from the beginning of the first full pay period commencing on or after 19 May 1994.

2. JUNIOR EMPLOYEES

(a) Administrative Employees

The minimum weekly wage rate that shall be paid to junior administrative employees shall be the undermentioned percentage of the adult weekly wage rate contained in this clause and excess payment contained in Clause 9 - Additional (Excess) Payments for an Administrative Employee Grade 1A.

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

PROVIDED that the relevant percentage of the $8.00 Arbitrated Safety Net Adjustment as determined in the State Wage Case Decision of 24 December 1993 is absorbable against any overaward payment being paid by the employer as from the beginning of the first full pay period to commence on or after 19 May 1994.

(b) Production and Maintenance Employees

The minimum weekly wage rate that shall be paid to junior production and maintenance employees not elsewhere provided for in this award shall be the undermentioned percentages of the appropriate adult weekly wage rate contained in this Clause and excess payment contained in Clause 9 - Additional (Excess) Payments.

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

Adjustment to be made to the nearest 10 cents

PROVIDED that the relevant percentage of the $8.00 Arbitrated Safety Net Adjustment as determined in the State Wage Case Decision of 24 December 1993 is absorbable against any overaward payment being paid by the employer as from the beginning of the first full pay period to commence on or after 19 May 1994.

3. APPRENTICES

The minimum weekly wage rate that shall be paid to apprentices shall be the undermentioned percentages of the adult weekly wage rate contained in this Clause and excess payment contained in Clause 9 - Additional (Excess) Payments for a Maintenance Employee Grade 6.

	%
1st year	47
2nd year	60
3rd year	81
4th year	98

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PROVIDED that an existing employee transferred to an adult apprenticeship shall retain their existing rate until the apprentice rate exceeds it.

PROVIDED further that the relevant percentage of the $8.00 Arbitrated Safety Net Adjustment as determined in the State Wage Case Decision of 24 December 1993 is absorbable against any overaward payment being paid by the employer as from the beginning of the first full pay period to commence on or after 19 May 1994.

4. SPECIAL ALLOWANCE

Employees engaged on maintenance work on board bulk cargo ships shall be paid the following amounts per week:-

Apprentices	$7.80
Maintenance employees	$8.20

5. LEADING HANDS

(a) If in charge of not less than 3 and not more than 10 employees - $14.90 per week.

(b) If in charge of more than 10 and not more than 20 employees - $22.00 per week.

(c) If in charge of more than 20 employees - $28.40 per week.

The above rates shall be paid over and above the highest classification rate which applies to employees under the leading hands charge, or over and above the leading hands normal classification, whichever is the highest.

9. ADDITIONAL (EXCESS) PAYMENTS

An employee classified in accordance with this award shall be paid the following excess payments in addition to the weekly wage rates contained in Clause 8 - Wage Rates.

The amounts contained in this clause shall apply for all purposes of the award.

1. Production employees

	Excess Payment per week $
Grade 1	14.40
Grade 2	15.50
Grade 3	17.10
Grade 4	18.50
Grade 5	19.30
Grade 6	20.70
Grade 7	22.10
Grade 8	23.60

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2. Maintenance Employees

Grade 1	14.40
Grade 2	15.50
Grade 3	17.10
Grade 4	18.50
Grade 5	20.70
Grade 6	22.10
Grade 7	23.60
Grade 8	25.00
Grade 9	27.90
Grade 10	29.30
Grade 11	30.80
Grade 12	33.70
Grade 13	35.10
Grade 14	37.90

3. Administrative Employees

Adult Entry	
1st 6 months	14.90
2nd 6 months	16.40
Grade 1A	16.90
Grade 1B	17.80
Grade 2A	18.40
Grade 2B	19.30
Grade 3A	19.80
Grade 3B	20.70
Grade 4	22.10
Grade 5	23.60
Grade 6	25.00
Grade 7	26.50

10. ACCOMMODATION AND CONVENIENCES

(a) The employer, for the use of his employees shall:-

(i) supply boiling water at meal times;

(ii) supply in convenient locations wholesome cool drinking water;

(iii) in locations where employees are regularly employed; provide and continuously maintain at a place or places reasonably accessible to all employees, an efficient first aid outfit;

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(iv) provide at some reasonably convenient place on his premises a suitable locker for each employee or hanging facilities which afford reasonable protection of employees clothes;

(v) provide proper and sufficient washing facilities;

(vi) provide proper and sufficient sanitary conveniences.

(b) Subclause (a)(iii) hereof shall not apply where the law of the State of Tasmania would but for this clause require the employer to provide first aid facilities for use by any of its employees.

11. ANNUAL LEAVE

(a) Quantum of Leave

(i) Day and non continuous shift workers

A period of twenty eight consecutive days leave, including non working days, shall be allowed annually to an employee after twelve months continuous service (less the period of annual leave) as an employee on weekly hiring in any one or more of the classifications to which the award applies.

An employee on weekly hiring shall accrue annual leave at the rate of 2.923 hours for each 38 ordinary working hours worked.

(ii) Shift Workers

In addition to the leave prescribed in paragraph (i) of this subclause, seven day shift workers, who are rostered to work regularly on Sundays and Holidays, shall be allowed 7 days leave including non working days.

Where an employee with twelve months continuous service is engaged for part of the 12 monthly period as a continuous shift worker, he shall be entitled to have the period of annual leave prescribed in paragraph (i) of this subclause increased by one half a day for each month he is continuously engaged as a continuous shift worker.

(b) Annual Leave Exclusive of Public Holidays

(i) Subject to this subclause the annual leave prescribed shall be exclusive of any of the holidays prescribed by Clause 20 - Holidays with Pay of this Award and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee, would have been a working day, there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday or he shall be paid one day's pay at the ordinary rate of wage in lieu thereof.

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

(c) Calculation of Continuous Service

(i) For the purpose of this clause, service shall be deemed to be continuous notwithstanding:

1. any interruption or termination of the employment by the employer if such interruption or termination has been made merely with the intention of avoiding annual leave obligations; or

2. any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer; or

3. any absence with reasonable cause, proof whereof shall lie upon the employee.

(ii) In the cases of personal sickness or accident or absence with reasonable cause, an employee to become entitled to the benefit of this clause shall inform the employer, in writing if practicable, within 24 hours of the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness, injury or cause and the estimated duration of his absence. A notification given by an employee pursuant to Clause 30 - Sick Leave shall be accepted as a notification under this subsection.

(iii) Any absence from work by reason of any cause not being a cause specified in this subclause shall not be deemed to break the continuity of service for the purpose of this clause unless the employer during the absence or within 14 days of the termination of the absence notified the employee in writing that such absence will be regarded as having broken the continuity of service.

(iv) In case of individual absenteeism such notice shall be given in writing to the employee concerned, but in cases of concerted or collective absenteeism notice may be given to employees by the posting up of a notification in the manner in which general notification to employees is usually made and by posting to each union whose members have participated in such concerted or collective absenteeism a copy of such notice not later than the day it is so posted.

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

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

(d) Calculation of Service

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

(e) Calculation of Month

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

(f) Leave to be Taken

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

(g) Time of Taking Leave

Annual leave shall be given at a time fixed by the employer within a period not exceeding 12 months from the date when the right to annual leave accrued and after not less than four weeks notice to an employee.

(h) Broken Leave

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

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

(i) Leave Allowed Before Due Date

(i) The employer may allow annual leave to an employee before the right thereto has accrued due but where leave is taken in such case a further period of

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annual leave shall not commence to accrue until after the expiration of the 12 months in respect of which annual leave had been taken before it accrued.

(ii) Where leave has been granted to an employee before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing 12 months continuous service in respect of which the leave was granted, the employer may, for each one complete week of the qualifying period of 12 months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment one fifty-second of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by Clause 20 - Holidays with Pay.

(j) Payment for Period of Annual Leave

(i) Employees other than continuous shift workers

Each 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 plus a loading equal to 17 1/2% of the amount paid in respect of annual leave.

(ii) Continuous Shift Workers

Each 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 plus a loading equal to 17 1/2% of the amount paid in respect of annual leave.

However, where an employee has been regularly working throughout the year, twenty days in each complete shift rotation, he shall be paid the amount of wages he would have received in respect of the ordinary time he would have worked together with the wages he would have received for working the twentieth overtime shift or shifts had he not been on leave during the relevant period plus a loading equal to 17 1/2% of the amount paid in respect of annual leave.

Where an employee on continuous shift work would have received shift penalties and shift allowances had he not been on leave during the relevant period and those penalties and allowances would have entitled him to a loading in excess of the 17 1/2% calculation then the rostered earnings calculation shall apply in lieu of the 17 1/2% loading.

(iii) The loadings prescribed in this subclause shall not apply to proportionate leave on termination.

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(k) Proportionate Leave on Termination

If after one completed month of service in any qualifying twelve monthly period an employee lawfully leaves his employment, or his employment is terminated by the employer through no fault of the employee, the employee shall be paid pro rata allowance in lieu of leave for each completed month of service, the service being in respect of which leave has not been granted.

(l) Annual Close Down

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

(i) The employer may, after giving not less than one month's notice of its intention so to do, stand off for the duration of the close down all employees in the plant or section or sections concerned and allow to those who have not then qualified for the full amount of annual leave paid leave on a proportionate basis for each completed week of continuous service.

(ii) An employee who has then qualified for the full amount of annual leave and has also completed a further month of more continuous leave, shall be allowed his leave and shall, subject to subclause (b) hereof also be paid further wages on a proportionate basis for each such further completed week of continuous service.

(iii) The next 12 monthly qualifying period for each employee affected by such close down shall commence from the day on which the plant or section or sections concerned is re-opened for work.

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

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

(m) Sickness When on Annual Leave

(i) Subject to satisfactory evidence of hospitalisation being provided in a certificate of a qualified medical practitioner obtained during the period of hospitalisation and furnished to the employer by the employee on his return to work any period of illness of five or more consecutive days occurring during a period of annual leave shall for all purposes be regarded as sick leave.

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(ii) In any case where this subclause applies the employer shall make payment for the next period of annual leave taken or payment made in lieu thereof without the addition of the loading specified in subclause (j) but only as to the extent of the relevant period of illness.

(n) Accrued Leave entitlements at the Date of Implementation of the 38 Hour Week

Employees with accrued leave entitlements will have their entitlements adjusted in the relationship 38:40.

12. APPRENTICESHIP CONDITIONS

(a) The proportion of apprentices to journeymen shall be as prescribed by the regulation made under the Apprentices Act 1942.

(b) Indentures of apprenticeship shall be on the form prescribed by the Apprenticeship Commission of Tasmania

NOTE: Forms of Indentures and other information relating to the entry of Apprentices into apprenticeship trades may be obtained from the Apprenticeship Commission, 24 Murray Street, Hobart.

13. CASUAL WORK

A Casual worker (i.e. a person who is employed for any period not exceeding five days at any one time, and whose employment is of a casual nature) shall be paid 20 per cent extra.

14. CLOTHING, EQUIPMENT AND TOOLS

(a) Gloves

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

(b) Safety Spectacles, Goggles

(i) Safety spectacles or goggles shall be provided by the employer for such work as reasonably requires the use of spectacles or goggles. Where used by more than one employee, such goggles shall be sterilised before being used by another employee.

(ii) Goggles containing celluloid shall not be considered suitable for the purposes of this subclause.

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(c) Masks

(i) Where necessary, a suitable mask shall be provided by the employer for an employee required to use compressed air for blowing dust from electrical machinery.

(ii) Masks containing celluloid shall not be considered suitable for the purposes of this subclause.

(d) Safety Helmets

Each employee shall be provided as required with an approved safety helmet.

(e) Waterproof Clothing

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

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

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

(f) Wearing or Using of Protective Equipment

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

(g) Negligent Loss of Clothing or Tools

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

15. 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, grand children, 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 3 ordinary days, provided that no payment shall be made in respect of an employee's rostered days off.

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

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

16. CONTRACT OF EMPLOYMENT

(a) Except as hereinafter provided, employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.

Any employee employed by the week shall, provided he is ready, willing and available for work, be paid the weekly wage prescribed for a full week's work and in addition thereto such overtime or other penalty rates, if any, that may have occurred during the relevant period.

(b) Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages, as the case may be. This shall not affect the right of the employer to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct, and in such cases the wages shall be paid up to the time of dismissal only or to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work, by any cause for which the employer cannot be reasonably held responsible.

(c) Any employee not attending for duty shall, except as provided by Clause 30 - Sick Leave of this Award, lose his pay for the actual time of such non-attendance.

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

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

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17. DEDUCTIONS

In accordance with Section 51 of the Industrial Relations Act 1984, deductions may be made for medical fund; also for any purpose for the benefit of the employees for which the consent of the employees concerned has been obtained in writing.

18. DISPUTE SETTLEMENT PROCEDURE

(a) In the event of a dispute the matter should be initially discussed at plant level between the foreman and the shop steward/section representative concerned.

(b) If the foreman is unable to resolve the dispute, the department head or his deputy shall discuss the problem with the shop steward/section representative.

(c) If the dispute is still not resolved, the problem shall be referred to the personnel officer or his assistant who will notify the shop steward of an acceptable meeting date which shall be arranged for the purpose of resolving the dispute.

The shop steward or employer may elect whilst the above procedures are taking place to advise state officials of the union involved or industrial advisers in an endeavour to assist in the resolution of the dispute.

(d) Whilst discussions are taking place in accordance with subclauses (a), (b) and (c), the accepted custom or practice (status quo) that existed prior to the change of custom or practice which gave rise to the dispute will prevail and any meeting required by employees shall be held during meal breaks or outside normal hours of work, when practicable.

However should a stop work meeting of all sections of A.W.U. employees be required, it is recognised that such a meeting will be held at the change of shifts, to allow a maximum number of employees to attend.

In general, in order to keep the plant operating, the kiln burner will be exempt from attending stop work meetings.

Should the meeting be of such vital importance as to require the burner to attend, then prior arrangements shall be made for foremen or other staff to operate the plant for the duration of the meeting.

All parties to the Award and their representatives shall assist with applying the `status quo' work procedure until such time as the disputed issue is resolved between the parties.

(e) Discussions having taken place and position indicated by both parties, either party can call a `lay day' of twenty-four hours to reconsider the position without prejudice to either party.

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(f) Failing agreement after following these procedures, the dispute may be referred to the Tasmanian Industrial Commission for resolution.

(g) Where the question of safety arises the Works Manager or his delegate shall ensure that all reasonable precautions are taken and work shall not proceed in the defined area until the Works Manager or his delegate and the Shop Steward are satisfied th the arrangement.

In the event that agreement cannot be reached, the matter shall be immediately referred to the appropriate Mines Department Inspector, the written decision of whom shall be accepted as final.

19. ENTERPRISE AGREEMENTS

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

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

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

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

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

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

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

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

(i) The term of the agreement.

(ii) The parties covered by the agreement.

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

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

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

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

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

20. HOLIDAYS WITH PAY

(a) All employees (other than casuals) shall be allowed the following days as paid holidays:- New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day (as defined), Recreation Day (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day.

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

(c) Payment to an employee for work performed on holidays mentioned in subclause (a) shall be at the rates prescribed elsewhere in this award.

(d) If any of the holidays mentioned in subclause (a) hereof fall on a day other than a usual working day, another day shall be allowed in lieu thereof.

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

(f) Payment at the rate of double time and one half shall be made to any employee for work performed on any of the public holidays prescribed in subclause (a) hereof or on any of the substituted days observed in lieu thereof. The provisions of this subclause shall not apply to continuous shift workers to whom the penalty rate of double time shall apply.

(g) Any employee who is absent without leave on the working day before or the working day after any such holiday shall be liable to forfeit his wages for the holiday as well as for the day of absence except when the employer is satisfied that the employee's absence was due to illness or other reasonable cause in which case wages shall not be forfeited for such holiday. Any dispute as to whether an employee was absent because of illness or other reasonable cause shall be referred to the Tasmanian Industrial Commission whose decision shall be final.

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

(i) Where consequent upon any visit to Australia by Her Majesty the Queen or any other member of the Royal Family a Public Holiday is proclaimed by the Governor in Council or otherwise gazetted by the Tasmanian Government under State Act

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throughout the State or part thereof and under the Tasmanian Industrial Commission, such day shall within the defined locality be deemed to be a holiday for the purpose of this award.

(j) An employee who refuses to work, when required on any of the aforementioned holidays, may forfeit his right to payment for such day or days; provided that, except in cases of breakdown in machinery or other pressing emergency, at least 48 hours' notice has been given to the employee by the employer that he will be so required to work.

21. HOURS OF WORK

(a) Ordinary Hours - Day Workers

(i) The ordinary hours of work for day workers shall be 38 per week. These hours are to be worked as an average of 38 per week within a twenty eight day cycle.

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 exceeding 28 consecutive days.

(ii) The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week, Monday to Friday inclusive.

(iii) The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks, at the discretion of the employer between 7.30 a.m. and 5.00 p.m.

PROVIDED that the spread of hours may be altered as to some or all employees by agreement between the employer, employees, a representative of the Union in the shop and where possible an officer of the Union concerned.

PROVIDED ALWAYS that work done prior to the spread of hours fixed in accordance with this subclause for which overtime rates are payable shall be deemed for the purpose of this subclause to be part of the ordinary hours of work.

(iv) Meal breaks shall be for a period of not less than 30 minutes and not more than 60 minutes. Day workers, except in the case of maintenance workers working in accordance with subclause (i) Clause 23 (Overtime) of this Award shall not be required to work for more than five hours without a meal break.

(v) The ordinary hours of work prescribed herein shall not exceed 10 hours on any day. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any day, the arrangement of

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hours shall be subject to the agreement of the employer and the majority of employees in the plant or section or sections concerned.

(b) Ordinary Hours - Non Continuous Shift Workers

This subclause shall apply to shift workers not on continuous work as defined in paragraph (ii) subclause (c).

(i) The ordinary hours of work shall be an average of 38 per week, inclusive of crib time, to be worked on the basis of 152 hours within a period not exceeding twenty-eight 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 exceeding 28 consecutive days.

(ii) 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 changeover of shifts an employee shall not be required to work more than one shift in each twenty four hours.

(iii) The ordinary hours of work prescribed herein shall not exceed 10 hours on any day. Provided that in any arrangement of ordinary working hours where the ordinary hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.

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

(v) The method of working shifts may be varied by agreement between the employer and the majority of employees concerned. The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the majority of employees concerned 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.

(c) Ordinary Hours - Continuous Shift Workers.

This subclause shall apply to shift workers on continuous work, as defined in paragraph (ii).

(i) The ordinary hours of work, for shift workers shall average 38 per week inclusive of crib time and shall not exceed 152 hours in twenty-eight consecutive days.

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PROVIDED that, where the employer and the majority of employees concerned agree, an alternative roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over the period of the roster.

(ii) **`Continuous work'** means, in relation to shift work, work carried on with consecutive shifts of men throughout the 24 hours of each of at least six consecutive days without interruption except those due to breakdown or unavoidable causes beyond the employer's control.

(iii) Subject to paragraphs (iv) and (vii) of this subclause shift work shall be worked by such method and at such times as the employer requires.

(iv) The method of working shifts may be varied by agreement between the employer and the majority of employees concerned. The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the majority of employees concerned 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.

(v) **`Rostered shift'** means a shift in which the employee concerned has had at least 48 hours notice.

(vi) Rostered shift rosters shall specify the commencing and finishing times or ordinary working hours of each shift.

(vii) A shift shall consist of not more than 10 hours inclusive of crib time. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any shift the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.

(viii) A shift worker subject to operational needs shall not be required to work more than five hours without a 30 minute crib which shall be counted as time worked.

(ix) Except at regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hours.

(d) Special Provision (All Employees)

(i) It is agreed by the employer and all Unions party to this Award that different methods of implementation of the 38 hour week may apply to different sections or at different periods of the year, depending on production requirements. Such different methods of implementation may be introduced by written agreement with the relevant Union(s).

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(ii) In the event of an employee being reclassified down-wards, such an employee shall be given at least four weeks notice of reclassification, where such transfer is occasioned by a kiln shut down and is of a non permanent nature.

(iii) Substitute days -

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

An individual employee, with the agreement of his employer, may substitute the day he is to take off for another day.

The agreement of the employee and the employer as the case may be, shall not be unreasonably withheld.

(iv) By agreement between the employee and the employer, day workers and non continuous shift workers may accrue up to a maximum of 5 rostered days off. Continuous shift workers may accrue up to seven rostered days off, unless the parties agree otherwise.

22. MIXED FUNCTIONS

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

23. OVERTIME

(a) Day Workers

Subject to subclause (c) hereof all work done by day workers in excess of or outside the ordinary hours prescribed shall be paid for at the rate of one and one half times the appropriate rate of wage for the first two hours on any one day at the rate of double such appropriate rate of wage thereafter, such double rate of wage to continue until the completion of the overtime work.

(b) Shift Workers

All work done by shift workers in excess of or outside the ordinary working hours prescribed or on a shift other than a rostered shift shall be paid at double the appropriate rate of wage, except when the time is worked:

(i) by arrangement between the employees themselves, or

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(ii) for the purpose of effecting the customary rotation of shifts, or

(iii) on a shift to which an employee is transferred on short notice as an alternative to standing down the employee in circumstances which would entitle the employer to deduct payment for a day in accordance with Clause 16 - Contract of Employment hereof.

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

(c) Rest Period Before Re-Commencing Work

(i) An employee who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not had at least ten consecutive hours off duty between those times shall, subject to this subclause be released after completion of such overtime until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

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

In the case of day workers, such rest period shall be exclusive of meal breaks.

(ii) The provisions of paragraph (i) of this subclause shall apply in the case of shift workers as if 8 hours were substituted for ten hours when overtime is worked:

(a) for the purpose of changing shift rosters; or

(b) where a shift worker does not report for duty and a day worker or shift worker is required to replace such shift worker; or

(c) where a shift is worked by arrangement between the employees themselves.

(iii) When a day worker is required to change from day to shift work commencing on the same day he shall be allowed to cease work at such time as to allow a rest period of 8 hours without loss of pay for ordinary hours of employment

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

(iv) Where an employee continues to work on the instructions of his employer after working for four hours or more at overtime rates before his ordinary starting time, he shall be paid at double time for his work until he shall have been relieved for at least ten hours. Provided that he shall not be entitled to payment for any such rest period.

(d) Recalls

(i) An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of four hours work at the appropriate overtime rate for each time he is so recalled; provided that, except in the case of unforeseen circumstances arising the employee shall not be required to work the full four hours if the job he was recalled to perform is completed within a shorter period.

(ii) Paragraph (i) hereof shall not apply:-

1. In cases where it is customary for an employee to return to the employer's premises for periods not exceeding 30 minutes each to perform a specific job outside his ordinary working hours in which case he shall be paid for a minimum of one hour's work at the appropriate rate for each time he is so recalled; or

2. Where the overtime is continuous (subject to a reasonable meal break) with the commencement of ordinary working time.

(iii) Where the actual time worked is less than four hours on such recall or in each of such recalls, overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of subclause (c) hereof.

(e) Overtime on Saturday

(i) A day worker required to work overtime on a Saturday shall be afforded at least four hours or paid for four hours at the appropriate rate except when such overtime is continuous with overtime or work commenced on the previous day or completed on the following day. Provided that where work continues over two days the minimum payment shall be for four hours at the appropriate rate.

(ii) This subclause shall not apply to any employee performing work on recall in accordance with subclause (d) hereof.

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(f) Weekend Penalty Rates

The minimum rate to be paid to shift workers for work performed during ordinary hours shall be as follows:-

(i) Between midnight on Friday and midnight on Saturday, time and a half.

(ii) Between midnight on Saturday and midnight on Sunday, double time.

The extra rates provided by this subclause shall be in substitution for, and not cumulative on, premium prescribed for shift workers.

(g) Standing By

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

(h) Working During Meal Breaks

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

(i) Meal breaks - maintenance employees

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

(j) Crib Time

An employee working overtime shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.

PROVIDED that where a day worker on a five day week is required to work overtime on a Saturday, the first prescribed crib time shall, if occurring between 10 a.m. and 1 p.m. be paid at ordinary rates.

Unless the period of overtime is one and a half hours or less an employee before starting overtime after working ordinary hours shall be allowed a meal break of 20 minutes which shall be paid for at appropriate overtime rate. An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

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(k) Meal Money

(i) Any employee required to continue at work on overtime for more than one and a half hours after his ordinary time, without having been notified on the previous day that he would be required to work overtime, shall be provided, free of cost, with a suitable meal and, if the work extends into a second meal break, another meal. Provided that in the event of meals not being provided by the employer he shall pay to the employee a meal allowance at the rate of $5.00 for the first and each subsequent meal.

(ii) If an employee pursuant to notice has provided a meal and is not required to work overtime or is required to work less than one and a half hours he shall be paid $5.00 for the meal which he has provided but which is surplus.

(l) Transport of Employees

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

(m) Night Work for Day Workers

(i) A day worker who in lieu of ordinary day work, works at night for a period of less than thirty-eight hours on consecutive nights, shall be paid at the rate of one and one-half times the ordinary rate of wage, except on a Saturday, a Sunday or a holiday when he shall be paid at the appropriate overtime rate prescribed for day workers.

(ii) In this subclause `night' means any hours between 4 p.m. and 8 a.m.

(n) Overtime Divisor

For the purpose of determining the appropriate hourly rate for overtime purposes, the appropriate weekly wage shall be divided by forty. Provided that the word `forty' shall be replaced by `thirty-eight' as at 4 January 1985.

(o) Requirement to Work Reasonable Overtime

The employer may require that employees shall work a reasonable amount of overtime at overtime rates and employees shall work in accordance with such requirements.

Should any dispute arise as to what constitutes a reasonable amount of overtime in view of the circumstances then prevailing, such dispute shall be referred to the Tasmanian Industrial Commission, for hearing and adjudication and his decision on the matter shall be final and binding on both employer and employees.

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24. PARENTAL LEAVE

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

PART A - MATERNITY LEAVE

(a) Nature of Leave

Maternity leave is unpaid leave.

(b) Definitions

For the purpose of this part:

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

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

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

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

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

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

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

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

(c) Eligibility for Maternity Leave

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

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

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

(d) Certificate

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

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

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

(e) Notice Requirements

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

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

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

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

(f) Transfer to a safe job

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

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

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(g) Variation of Period of Maternity Leave

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

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

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

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

(h) Cancellation of Maternity Leave

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

(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 four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(i) Special Maternity Leave and Sick Leave

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

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

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

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

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and maternity leave shall not exceed the period to which the employee is entitled under subclause (c) hereof.

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

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

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

(j) Maternity Leave and Other Leave Entitlements

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

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

(k) Effect of Maternity Leave on Employment

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

(l) Termination of Employment

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

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

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(m) Return to Work After Maternity Leave

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

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

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

(n) Replacement Employees

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

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

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

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

PART B - PATERNITY LEAVE

(a) Nature of Leave

Paternity leave is unpaid leave.

(b) Definitions

For the purpose of this part:

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

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

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

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

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

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

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

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

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

(c) Eligibility for Paternity Leave

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

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

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

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

(d) Certification

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

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

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

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

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

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

(e) Notice Requirements

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

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

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

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

(3) other compelling circumstances.

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

(f) Variation of Period of Paternity Leave

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

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

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

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

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(g) Cancellation of Paternity Leave

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

(h) Paternity Leave and Other Leave Entitlements

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

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

(i) Effect of Paternity Leave on Employment

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

(j) Termination of Employment

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

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

(k) Return to Work after Paternity Leave

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

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

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

(l) Replacement Employees

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

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

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

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

PART C - ADOPTION LEAVE

(a) Nature of Leave

Adoption leave is unpaid leave.

(b) Definitions

For the purpose of this part:

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

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

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

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

'Spouse' includes a de facto spouse.

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

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

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

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

(c) Eligibility

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

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

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

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

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

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

(d) Certification

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

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

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

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

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

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

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

(e) Notice Requirements

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

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

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

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

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

(f) Variation of Period of Adoption Leave

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

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

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

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

(g) Cancellation of Adoption Leave

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

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

(h) Special Leave

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

(i) Adoption Leave and Other Entitlements

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

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

(j) Effect of Adoption Leave on Employment

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

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(k) Termination of Employment

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

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

(l) Return to Work After Adoption Leave

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

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

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

(m) Replacement Employees

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

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

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

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

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PART D - PART-TIME WORK

(a) Definitions

For the purposes of this part:

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

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

'Spouse' includes a de facto spouse.

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

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

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

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

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

(b) Entitlement

With the agreement of the employer:

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

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

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

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

(c) Return to Former Position

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

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

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

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

(e) Pro Rata Entitlements

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

(f) Transitional Arrangements - Annual Leave

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

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

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

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(g) Transitional Arrangements - Sick Leave

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

(h) Part-time Work Agreement

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

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

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

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

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

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

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

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

(i) Termination of Employment

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

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

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(j) Extension of Hours of Work

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

(k) Nature of Part-time Work

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

(l) Inconsistent Award Provisions

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

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

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

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

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

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

(m) Replacement Employees

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

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

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

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

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

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25. PAYMENT OF WAGES

(a) All wages shall be paid fortnightly directly into a bank, building society or credit union account nominated by the employee.

Annual leave/long service leave payments will be paid in full into the employee's nominated account as for fortnightly wage payments, or at the request of an employee, they may be paid by cheque.

(b) Upon termination of employment, all wages due to an employee shall be paid to him on the day of such termination or forwarded to him by post on the next working day.

PROVIDED that in the case of an employee who is paid average pay and who has not taken the day or days off due to him during the work cycle in which his employment is determined, the wages due to the employee shall include the total of credits accrued during the work cycle.

PROVIDED ALWAYS that where the employee has taken a day or days off during the work cycle in which his employment is determined, the wages due to that employee shall be reduced by the total of credits which have not accrued during the cycle.

(c) Method of payment

In the case of an employee whose ordinary hours of work are arranged so that he works an average of 38 ordinary hours each week during a particular work cycle, wages shall be paid fortnightly according to a weekly average for ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.

(d) On or prior to pay day the employer shall state to each employee in writing the total amount of wages to which he is entitled, the amount of overtime included therein, details of any deductions made therefrom and the net amount paid to him.

(e) The employer shall not keep more than three full days pay in hand for any employee.

(f) The employer may deduct from wages due to any employee such amount as is authorised in writing by such employee.

26. PAYMENT FOR THE DAY

If the employee leaves work at the end of a day and he attends the next day ready and willing to work, and he is not allowed so to do, he shall be paid the wages he would have been entitled to had he worked that day, unless he has been advised by the employer or his representative before leaving work on the previous day that he will not be required

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for the following day. Provided, however, that the employee shall not be entitled to payment for more than four hours if the employer is compelled by circumstances over which he has no control to request the employee to stand down for such day.

27. PROTECTIVE CLOTHING AND SAFETY BOOTS

(a) (i) Each employee (other than administrative employees) shall be issued with a maximum of three sets of overalls or suitable alternative after completing one month's service and at the beginning of each subsequent twelve month period.

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

OR

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

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

(c) In the case of a new employee who leaves within a period of four weeks of entitlement he will be charged the cost of boots and overalls supplied but this charge will be reduced by 25 per cent for each completed month he has worked after entitlement.

28. RIGHT OF ENTRY OF UNION OFFICIALS

For the purpose of interviewing employees on legitimate union business, a duly accredited union representative shall have the right to enter employer's premises during the midday meal break on the following conditions:

(a) That he produces his authority to the gate-keeper or such other person as may be appointed by the employer.

(b) That he interviews employees only at places where they are taking their meal.

(c) That no one representative of each of not more than three unions to be on the premises at any one time.

(d) That no one representative visits the premises more than once in each week.

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(e) That if an employer alleges that a representative is unduly interfering with his work or is creating dissatisfaction amongst his employees or is offensive in his methods or is committing a breach of any of the previous conditions, such employer may refuse the right of entry, but the representative shall have the right to bring such refusal before the Secretary for Labour.

29. SHIFT ALLOWANCE

(a) Employees who are required to work afternoon or night shifts shall be paid a shift allowance of 15% for such shifts in addition to their ordinary rates of pay.

(b) An employee on shift work who:

(i) during a period of engagement on shift works afternoon shift only; or

(ii) remains on afternoon shift for a longer period than four consecutive weeks; or

(iii) works on an afternoon shift which does not rotate or alternate with another shift or with day work so as to give him at least one-third of his working time off afternoon shift in each cycle;

shall, for each such afternoon shift worked on other than a Saturday, Sunday or holiday during such engagement period or cycle, in addition to his appropriate rate of wage be paid 20% of the employees classification rate per shift.

(c) An employee on shift work who:

(i) During a period of engagement on shift works nights 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 him at least one-third of his working time off night shift in each shift cycle;

shall, for each such night shift worked on other than a Saturday, Sunday or holiday during such engagement period of cycle in addition to his appropriate rate of wage be paid 25% of the employees classification rate per shift.

30. SHOP STEWARD

An employee appointed as official Stop Steward in the shop or department in which he is employed shall, upon notification thereof to the employer, be recognised as the accredited representative of the union to which he belongs, and he shall be allowed the necessary time during working hours to interview the employer's representative on matters affecting employees whom he represents.

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31. SICK LEAVE

(a) An employee, other than one engaged as a casual, who is absent from work on account of personal illness or on account of injury by accident shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations:-

(i) he shall not be entitled to such leave of absence for any period in respect of which he is entitled to workers' compensation;

(ii) he shall, as soon as reasonably practicable and during the ordinary hours of the first day of shift of such absence inform the employer of his inability to attend for duty, and as far as practicable, state the nature of the inuury or illness and the estimated duration of absence. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence the employee shall inform the employer within 24 hours of such absence;

(iii) he shall prove to the satisfaction of the employer (or in the event of a dispute, the Tasmanian Industrial Commission), that he was unable on account of such illness or injury to attend for work on the day or days for which the sick leave is claimed;

(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 two weeks of ordinary working time of 38 hours per week.

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

(vi) Notwithstanding the provisions of paragraph (ii) subclause (a) hereof, a shift worker shall as soon as reasonably practicable, preferably before the commencement of a rostered shift, and within eight hours of the commencement of such absence inform his employer of his inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence. In any event he shall advise his employer of his intention to return to work as soon as this is known.

(b) Sick leave shall accumulate from year to year so that any balance of the period specified in paragraph (iv) subclause (a) hereof 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

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that employer in a subsequent year without diminution of sick leave prescribed in respect of that year.

Employees credit of accumulated hours of sick leave as at the date of implementation of the 38 hour week shall be adjusted in the ratio 38/40.

(c) An employee with at least 2 years service and who lawfully terminates his employment or his employment is terminated by the Company through no fault of his own shall be paid accumulated sick leave in accordance with the following scale:-

After two years service - 50% of accumulated sick leave
After three years service - 55% of accumulated sick leave
After four years service - 60% of accumulated sick leave
After five years service - 65% of accumulated sick leave
After six years service - 70% of accumulated sick leave
After seven years service - 75% of accumulated sick leave
After eight years service - 80% of accumulated sick leave
After nine years service - 85% of accumulated sick leave
After ten years service - 90% of accumulated sick leave
After eleven years service - 95% of accumulated sick leave
After twelve years service - 100% of accumulated sick leave

This provision shall apply only to sick leave accumulated after 23□October 1978.

PROVIDED that for the purpose of calculating sick leave payout on termination the maximum years of service of current employees at the 23 October 1978 is to be taken as 2 years. Employees with less than 2 years service at the 23 October 1978 will be credited with their actual service.

Employees absent on sick leave shall have the leave deducted from leave accumulated prior to 23 October 1978, until all such entitlements are used.

(d) Sickness on Day Off

Where an employee is sick or injured on a rostered day off he shall not be entitled to sick pay nor will his sick pay entitlement be reduced as a result of his sickness or injury that day.

From the date of implementation of the 38 hour week a continuous shift worker shall not be entitled to sick pay nor will his sick pay entitlement be reduced as a result of sickness or injury on any day other than a day or days that he is rostered to work in accordance with his shift roster except as provided by subclause (m) of Clause 11 - Annual Leave.

(e) An employee entitled to sick leave will be paid and debited for the number of ordinary hours he would have worked had he not been absent.

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(f) Single Day Absences

A statutory declaration shall be required for each single day absence after an employee has taken a total of two days sick leave each year.

Nothing in this subclause shall limit the employer's rights under paragraph (iii) of subclause (a) hereof.

32. STRUCTURAL EFFICIENCY

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

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

(c) Consistent with the classification structure of this Award, provided that such duties are not designed to promote deskilling, an employer may direct an employee to carry out such duties as are within the limits of an employee's skill, competence and training.

33. SUNDAY WORK

For all work performed by employees on Sundays, payment shall be made at the rate of double time.

34. TOOLS OF TRADE

All tools required by tradesmen and apprentices in the performance of their duties, shall be supplied by the employer.

35. TRAVELLING ALLOWANCE

Where an employee is required by the employer to use his own vehicle during working time to travel from one location to another, he shall be paid a travelling allowance of 25 cents per kilometre.

R.K. Gozzi
COMMISSIONER

30 March 1995

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