

TASMANIAN INDUSTRIAL COMMISSION

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

Tasmanian Trades and Labor Council
(T13142 of 2008)
Private Sector Awards

Minister administering the *State Service Act 2000*
(T13143 of 2008)
Public Sector Awards

FULL BENCH:

PRESIDENT P L LEARY
DEPUTY PRESIDENT P C SHELLEY
COMMISSIONER T J ABEY

Wage Rates – State Wage Case 2008 – applications to vary private and public sector awards – Private Sector Awards – Public Sector Awards, other than named awards - award wage rates to be increased by \$19.00 per week - wage related allowances to be increased by 3.1% – meal allowance increased to \$14.60 - State Minimum Wage rate determined at \$546.10 - s.35(1)(b) – operative date ffpp 1 August 2008

DISABILITY SERVICE PROVIDERS AWARD

ORDER BY CONSENT

**No. 1 of 2008
(Consolidated)**

AMEND THE **DISABILITY SERVICE PROVIDERS AWARD** BY DELETING ALL CLAUSES CONTAINED THEREIN AND INSERTING IN LIEU THEREOF THE FOLLOWING; AND THE AWARD IS CONSOLIDATED:

PART I – APPLICATION AND OPERATION OF THE AWARD

1. TITLE

This award shall be known as the "Disability Service Providers Award".

2. INDEX

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3. SCOPE

This award is established in respect of the industry of providing residential care and employment and related activities for persons who have intellectual physical, psychiatric and/or sensory disabilities in homes or institutions established for that purpose.

4. DATE OF OPERATION

This award shall come into operation from the first full pay period to commence on or after 1 August 2008.

5. AWARD INTEREST

(a) The following employee organisations have an interest in this award under Section 63 (10) of the *Industrial Relations Act 1984*:

(i) Australian Municipal, Administrative, Clerical and Services Union;

(ii) Health Services Union of Australia, Tasmania No. 1 Branch.

(b) The following organisations are deemed to have an interest in this award pursuant to Section 62(2) of the *Industrial Relations Act 1984*:

the Tasmanian Chamber of Commerce and Industry Limited.

(c) The following organisations are deemed to have an interest in this award pursuant to Section 62(3) of the *Industrial Relations Act 1984*:

The Tasmanian Trades and Labor Council.

6. SUPERSESSION

This award incorporates and supersedes the Disability Service Providers Award No. 1 of 2007 (Consolidated).

7. GENERAL DEFINITIONS

'Client' means a person with sensory, physical, psychiatric and/or intellectual disability who is not employed under the terms and conditions of this award.

'Close supervision of clients' means the disability service worker checks the work of the client(s) (as defined) on a regular basis, giving direction as required.

'Direct supervision' means there is limited responsibility for the final outcome of work undertaken because limited discretion only is available to select the appropriate means of completing the task. Conformity with instruction

'Disability Service Worker' means an employee other than a clerical or admin employee who is employed under the terms and conditions of this award.

'General supervision' means that general instructions are given and tasks are undertaken to achieve the required outcomes or objectives. Discretion and choice in selecting the most appropriate method for completing the allotted tasks is expected and encouraged.

'General supervision of clients' means the supervisor checks the work of the client(s) (as defined) intermittently, or the supervisor may work in a team with the client(s) (as defined) where checking occurs as part of that team work.

'Limited supervision' means that work is undertaken within established objectives with little guidance. Conformity with instructions measured in terms of the achievement of stated objectives senior management agreed standards.

'Non-Supervisory Disability Service Worker' means a Disability Service Worker (as defined) who does not directly or indirectly train and/or supervise clients (as defined).

'Training of clients' means the teaching of specific skills by the use of a variety of training techniques that includes instruction, demonstration and supervision.

PART II – EMPLOYMENT RELATIONSHIP AND ASSOCIATED MATTERS

1. DEFINITIONS

- (a) **'Casual employee'** means that unless otherwise agreed between the employer, employee/s concerned and the relevant union a casual employee is a person who either:
 - (i) relieves a full-time or part-time employee; or
 - (ii) is engaged temporarily for specific duties for a period not exceeding eight weeks.
- (b) **'Part-time employee'** is one engaged to regularly work for less hours per day or week than those of a full-time employee, but shall not include an employee defined as a casual employee in this award.
- (c) **'Full-time employee'** is one engaged to regularly work 38 hours per week.

2. CONTRACT OF EMPLOYMENT

- (a)
 - (i) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de-skilling.
 - (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
 - (iii) Any direction issued by an employer pursuant to subclause (a)(i) and (ii) of this clause shall be consistent with the employee's responsibilities to provide a safe and healthy working environment.
- (b) With the exception of casual employees (as defined) employment shall be by the fortnight.
- (c) Employment (other than a casual employee (as defined)) may be terminated by either party giving two weeks' notice or forfeiture of two weeks' wages, as the case may be. This does not affect the right of an employer to dismiss an employee without notice in the case of serious misconduct or neglect of duty, and in such cases wages shall be paid up to the time of dismissal only.

- (d) When an employer or employee gives notice of termination of employment, the parties may mutually agree to the employment ending before the expiration of the period of notice, and in such cases wages shall be paid up to the time of agreed termination.
- (e) Casual employees (as defined) shall be employed by the hour and employment may be terminated by one hour's notice by either party.
- (f) An employer may engage an employee initially for a three month probationary period during which the employer and the employee may determine their willingness to continue the employment contract. During the three month probationary period the employee concerned shall be engaged on an hourly basis and the employment may be terminated by either party giving one hour's notice or the forfeiture of one hour's wages as the case may be.

This does not affect the right of the employer to dismiss an employee without notice in the case of serious misconduct or neglect of duty, and in such cases wages shall be paid up to the time of dismissal only.

For the purposes of this provision the hourly rate shall be calculated by dividing the relevant classification rate by 38.

This provision shall apply to full-time, part-time and casual employees (as defined).

This subclause shall apply in lieu of any part of this award providing contrary provisions.

3. EMPLOYMENT CATEGORIES

- (a) Casual Employees
 - (i) A casual employee (as defined) for working ordinary time shall be paid per hour one thirty-eighth of the weekly rates prescribed for the work, which the employee performs. In addition a casual employee shall be paid a loading of 20 per cent of the ordinary hourly rate in respect of each hour for which the employee is paid. Such additional amount to be payment in lieu of annual leave, sick leave and holidays with pay.
 - (ii) **PROVIDED** that a casual employee's terms of engagement shall be by the hour with a minimum payment of two hours on each occasion the employee is required to attend for work, however where work practices are such that it is inappropriate to apply the conditions stipulated by this provision, such conditions may be varied by mutual agreement between the employees, the relevant employee organisation and the employer.

(b) Part-Time Employees

- (i) Part-time employees (as defined) engaged to work twenty or more hours per week shall be entitled to annual leave, holidays with pay and sick leave as prescribed in Part VI - Leave and Holidays with Pay provided that payment shall be made at the rate normally paid to such employees for a similar period of time worked.
- (ii) The wage rates payable per hour shall be one thirty-eighth of the relevant rate in Part III - Wage Rates and Related Matters, Clause 2 – Wage Rates.
- (iii) Part-time employees (as defined) engaged to work less than 20 hours per week shall be paid per hour one thirty-eighth of the weekly rates prescribed for the work the employee performs. In addition such employee shall receive 20 per cent of the ordinary hourly rate in respect of each hour for which the employee is paid; such additional amount to be payment in lieu of annual leave, sick leave and holidays with pay.

4. TRAINING FOR DISABILITY SERVICE WORKERS

Establishments to which this award has application are expected to provide the employees as classified in Part III – Wage Rates and Related Matters, Clause 4 - Classification Descriptors above with suitable "In-House Training Programs" relevant to their classification.

Such employees will be expected to participate in these "In-House Training Programs". "In-House Training Programs" may include participation in relevant external study courses.

"In-House Training Programs" should enhance the employees' progression through each classification grade.

Appointment to a given level or progression through each classification is not solely dependent on "In-House Training" provided always the definition of the relevant classification shall prevail.

PART III – WAGE RATES AND RELATED MATTERS

1. DEFINITIONS

'Adult entry' shall mean the entry point for adult administrative and clerical 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.

'Junior employee' shall be any person who has not reached the age of 21 years.

'Ordinary hourly rate' means 1/38th of the relevant weekly rate shown in Part III – Wage Rates and Related Matters, Clause 2 – Wage Rates.

'Year of experience' means 1976 hours of continuous employment at the relevant classification incremental level contained herein and shall include experience in the relevant classification incremental level with an employer providing a similar service under the award.

2. WAGE RATES

The classification structure listed here shall be read in conjunction with Part III – Wage Rates and Related Matters, Clause 4 Classification Descriptors of this award.

ADMINISTRATIVE AND CLERICAL EMPLOYEES

(a) Adult employees classified as follows shall be paid the weekly rates assigned opposite that classification

	Base Rate	Safety Net Adjustment	Weekly Wage Rate
Adult Entry	\$	\$	\$
1st 6 months service	333.80	220.70	554.50
2nd 6 months service	354.60	220.70	575.30
Grade 1			
1A - 1st 12 months service	363.00	220.70	583.70
1B - After 12 months service	375.50	220.70	596.20
Grade 2			
2A - 1st 12 months service	383.80	220.70	604.50
2B - After 12 months service	396.30	220.70	617.00
Grade 3			
3A - 1st 12 months service	404.70	220.70	625.40

3B - After 12 months service	417.20	222.70	639.90
Grade 4	438.10	222.70	660.80
Grade 5	458.90	222.70	681.60
Grade 6	479.80	220.70	700.50
Grade 7	500.60	220.70	721.30

(b) Juniors

- (i) The minimum weekly wage rate that may be paid to juniors performing duties consistent with the definition of a "Clerical Assistant" shall be the following percentages of the Grade 1, 1st 12 months service weekly wage rate, adjusted to the nearest 10 cents:

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

- (ii) The minimum weekly wage rates that may be paid to all other juniors shall be the following percentages of the Grade 2, 1st 12 months service weekly wage rate, adjusted to the nearest 10 cents:

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

(c) Advice of Grading and Settlement of Disputes

All current and future employees shall be notified in writing by the employer of their grading within one month of this award coming into operation or the date of engagement as the case may be.

In the event of a dispute regarding grading, the matter shall be discussed by the employer involved or the employee's representative and the Australian Services Union or the Health Services Union of Australia, Tasmania No.1 Branch in an attempt to resolve the matter and if then still in dispute, shall be referred to the Tasmanian Industrial Commission for determination.

DISABILITY SERVICE WORKERS

(a) Adult employees classified below shall be paid the weekly wage rates assigned opposite that classification:

	Relativity Base Rate	Base Rate	Safety Net Adjustmen t	Weekly Wage Rate
	%	\$	\$	\$
Disability Service Worker – Level 1	78	325.40	220.70	546.10
Disability Service Worker - Level 2				
Base Level	82	342.10	220.70	562.80
1st Increment	85	354.60	220.70	575.30
2nd Increment	87.4	364.60	220.70	585.30
Disability Service Worker - Level 3				
Base Level	92	383.80	220.70	604.50
1st Increment	95	396.30	220.70	617.00
2nd Increment	98	408.90	220.70	629.60
Disability Service Worker - Level 4				
Base Level	100	417.20	222.70	639.90
1st Increment	105	438.10	222.70	660.80
2nd Increment	110	458.90	222.70	681.60
Disability Service Worker - Level 5				
Base Level	115	479.80	220.70	700.50
1st Increment	125	521.50	220.70	742.20
2nd Increment	130	542.40	220.70	763.10

(b) Juniors

The minimum rate of wages that may be paid to junior employees shall be the undermentioned percentages of the appropriate level adult rate.

PROVIDED that an employee will not be paid a junior rate when he/she is classified in accordance with the classification definitions above Level 3.

	%
16 years of age and under	45
17 years of age	55
18 years of age	74
19 years of age	85
20 years of age	96

3. SUPPORTED WAGE SYSTEM

(a) Eligibility Criteria

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

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

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

(b) For the purposes of this subclause:

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

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

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

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

(c) Supported Wage Rates

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

Assessed Capacity(paragraph (d))	% of Prescribed Award Rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

PROVIDED that the minimum amount payable shall be not less than \$66 per week.

(d) Assessment of Capacity

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

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

(e) Lodgment of Assessment Instrument

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

(f) Review of Assessment

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

(g) Other Terms and Conditions of Employment

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

(h) Workplace Adjustment

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

(i) Trial Period

- (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this subclause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (ii) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined in accordance with paragraphs (d) and (e).
- (iii) The minimum amount payable to the employee during the trial period shall be no less than \$66 per week or such greater amount as is agreed from time to time between the parties.
- (iv) Work trials should include induction or training as appropriate to the job being trialed.
- (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under paragraph (c) hereof.

4. CLASSIFICATION DESCRIPTORS

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 routine, methods and procedures. Supervision is direct.
- (ii) Employees in this grade shall be able to acquire and apply a limited knowledge of office procedures and requirements.

C. SKILL REQUIREMENTS

(i) Technical Skills

Machine Operation - Skill Level 1

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

(ii) Information Handling Skills - Skill Level 1

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

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

C. SKILL REQUIREMENTS

- (i) Technical Skills

Machine Operation - Skill Level 2

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

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 per cent 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.

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 (as defined); 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 per cent 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.

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 70 wpm and transcribe with 95 per cent 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 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 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 (as defined)/public/supplier problems within own function area, using such techniques as personal interview and liaison; explain organisation's viewpoint to clients (as defined) and appropriate persons related to own function area.
- (iii) Employees at this level shall be capable of guiding employees graded at a lower level by means of personal instruction and demonstration. This may include general supervision (as defined) of up to four employees.
- (iv) Employees at this level 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

Employees at this level 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

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 90 wpm and transcribe with 95 per cent 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.

GRADE 5

ADMINISTRATIVE OFFICER

A. GRADING

Employees shall be graded at this level where the principal functions of their employment and 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 - Skills 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 advance 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

Work Processing - Skill Level 3

Employees at this level are able to apply functions including Macros, Sorting and Maths functions, boxes, thesaurus using ONE software package; or

Apply knowledge of additional functions defined in Skill Level 2 using TWO software packages.

(ii) Secretarial Skills - Skill Level 3

Employees at this level are able to write shorthand notes at 100 wpm and transcribe at 95 per cent 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 five or more subordinates would be involved.

(vi) Specialist Skills - Skill Level 1

Employees at this level are able to apply knowledge of export and customs documentation requirements and procedures;

Apply knowledge of separate relevant industrial award rates of pay and conditions, occupational health and safety requirements.

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.

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 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 120 wpm and transcribe at 95 per cent accuracy; attend executive/organisational meetings and take minutes; establish current working and personal executive filing system, answer correspondence from verbal or rough handwritten instructions; organise teleconferences.

(iii) Information Handling - Skill Level 6

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

Compose original business correspondence from minimal instructions.

(iv) Business/Financial - Skill Level 5

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

(v) Supervisory - Skill Level 2

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

(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.

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 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 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.

(v) Specialist Skills - Skill Level 4

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 tool 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.

DISABILITY SERVICE WORKER - LEVEL 1

RELATIVITY TO LEVEL 4 (a) - 78%

GENERAL

An employee at this level is without previous relevant experience and is undertaking a period of structured in-service training that includes:

- information on the enterprise
- conditions of employment
- introduction to supervisors and fellow workers
- introduction to working with people with disabilities

- training and career path opportunities
- occupational health and safety
- duty of care
- quality assurance
- workplace policies and objectives

An employee at this level works under direct and close supervision performing routine basic duties and is undertaking a period of structured induction.

Criteria for Extension of term in Level 1 beyond three months

An employee who enters the industry and is unable to meet the competency requirements of Level 2 will remain at Level 1 for a maximum of three months unless an extension for up to a further three months is agreed by the employer and the employee. Extension of the term of Level 1 beyond three months will only be considered when:

- the employee has participated in a structured and documented skills development program which sets out and covers the standards of competence the Level 1 worker is required to achieve for progression to Level 2 (a);
- any deficiencies in the performance of the employee during the skills development program have been described clearly to the employee at the time they have occurred and standards for acceptable performance have been made clear to the employee;
- suitable conditions have been provided for training including sufficient time, appropriate environment and equipment and a skilled trainer; and
- given the above the employee has not reached the standards of competence set down in the skills development program.

Process for Extension of the Term in Level 1 Beyond Three Months

Where an employer proposes that the term an employee will spend in Level 1 should be extended beyond three months the following actions will be taken at least three weeks before the expiration of the initial three months:

- the employee will be advised in writing. This advice will set out clearly the areas where the employee has not reached the competence standards required for progression to Level 2 (a) and are set out in the skills development program;
- subsequent to the advice of intention to extend the period in Level 1 beyond three months being issued a meeting will be held between the employer and the employee, and if the employee so wishes, a representative of the employee of his/her choosing. At this meeting the parties will develop and agree on a plan (including time frames) to assist the employee to develop competence to the required standard in the areas identified as deficient and agreed with the employee. This plan will be documented and signed by all parties present.

- The employee will be notified immediately by the employer if any further problems arise during this extension period.

INDICATIVE TASKS

An employee at this level performs tasks to the level of his/her training. Indicative of these tasks are routine basic duties which may include:

- domestic duties such as cleaning, laundry/washing and cooking;
- generic gardening duties such as mowing, weeding, pruning and planting;
- basic maintenance duties including workshop cleaning and cleaning of residences;
- introduction to clients (as defined).

DISABILITY SERVICE WORKER - LEVEL 2

RELATIVITY TO LEVEL 4 (a)

(a) Base Level	82%
(b) 1st Increment	85%
(c) 2nd Increment	87.4%

POINT OF ENTRY

New employee or employee with relevant experience at Level 1.

GENERAL DESCRIPTION

Shall be non-supervisory Disability Service Worker (as defined) who is accountable for their own work, using some discretion, works under general supervision (as defined) of employees at higher levels.

May work individually or in a team environment and may have limited interaction with clients (as defined).

INDICATIVE TASKS

Indicative of the tasks an employee at this level is required to perform are:

- general domestic tasks, including cleaning, laundering, washing and cooking;
- gardening or ground maintenance including mowing, weeding, pruning and planting;

- basic maintenance including workshop cleaning and cleaning and care of residences;
- routine and general production tasks.

DISABILITY SERVICES WORKER - LEVEL 3

RELATIVITY TO LEVEL 4 (a)

(a) Base Level	92%
(b) 1st Increment	95%
(c) 2nd Increment	98%

GENERAL DESCRIPTION

An employee at this level is required to perform work above and beyond the skills of a Level 2 employee to their level of training and is competent to perform work within the scope of this level.

At this level an employee may:

- undertake a range of activities requiring the application of skills and knowledge at a higher level than Level 2 employees;
- be subject to direct supervision (as defined) and may work individually or in a team environment;
- perform work that is performed within established routines, methods, standards and procedures;
- have limited scope to exercise initiative but uses limited discretion in applying work practices and procedures;
- be accountable for their own work within the scope of this level;
- be required to assist employees at higher classification levels with specific projects;
- understand and use a limited range of non-verbal communication;
- have an understanding of work procedures relevant to their work area and may provide assistance to employees at lower classification levels concerning established procedures to meet the objective of a minor function;
- be required to resolve minor work procedural issues in the relevant work area within established workplace constraints, and to the employee's level of skill and training;
- have access to staff at a higher level.

INDICATIVE TASKS

In addition to the tasks of employees at lower levels, an employee at this level performs tasks to their level of training. Indicative tasks may include:

GENERAL

- undertakes simple training assignments of clients (as defined) under supervision;
- driving a public passenger vehicle licensed to carry more than 12 passengers;
- driving a forklift or similar mobile equipment;
- driving a truck or vehicle requiring a driving licence of more than 4.5 GVM but does not include a licence to drive an articulated vehicle or higher standard licence category;
- maintain daily records as a result of activities at this level.

SUPPORTED EMPLOYMENT SERVICES

- wide range of routine production tasks, including, but without limiting the generality; repetition work on automatic, semi-automatic or single purpose machines, welding, use of relevant tools, boiler attendance, lubrication, machine setting, loading and operation;
- assist other Disability Service Workers in the production process;
- operate of a computer terminal;
- adhere to quality assurance procedures and practices;
- provide general or close supervision for up to nine clients (as defined) who are undertaking work tasks;
- undertake training and assessment of clients (as defined) in specific vocational skills within the scope of this level.

ACCOMMODATION/INDEPENDENT LIVING TRAINING SERVICES

- participate with employees at higher levels, in the development and implementation of training programs for clients (as defined) within a team environment.
- assist and support clients (as defined) in daily care;
- assist and support clients (as defined) to undertake and manage household routines and tasks;

- assist in the maintenance of records if required;
- undertake client (as defined)-training assignments, within the scope of this level;
- assist in the development and implementation of training programs within a team environment.

DISABILITY SERVICE WORKER - LEVEL 4

RELATIVITY TO LEVEL 4 (a):

(a) Base Level	100%
(b) 1st Increment	105%
(c) 2nd Increment	110%

GENERAL DESCRIPTION

An employee at this level is required to perform work above and beyond the skills of a Level 3 employee and to their level of training, and is competent to perform the work within the scope of this level including an employee who holds a relevant certificate level qualification, including (a) trade certificate or (b) trades right certificate or equivalent.

PROVIDED that an employee who is not required to interact with clients (as defined) shall not progress beyond increment Level 4 (a);

At this level an employee may:

- supervise employees at lower classification levels;
- work under general supervision (as defined) and will use discretion within the scope of this level working individually or in a team environment;
- undertake work that may be non-routine in nature and be subject to pre-set objectives for work assignments;
- without limiting the generality, supervises Disability Service Workers classified at lower classification levels and their clients (as defined) including, checking progress and co-ordinating workflow.
- accountable for their own work and the work of others;
- use initiative, discretion and judgment in planning and organising work and techniques for own work and that of employees at lower classification levels and clients (as defined).
- understand and use a limited range of non-verbal communication;

INDICATIVE TASKS

In addition to the tasks of employees at lower levels, an employee at this level performs tasks to their level of training. Indicative tasks may include:

SUPPORTED EMPLOYMENT SERVICES

- schedule and prioritise own work and that of Disability Service Workers at lower classification levels;
- supervise, instruct and assist with the training of Disability Service Workers in classifications at a lower level and responsible and accountable for the work of Disability Service Workers at lower classification levels and their clients (as defined);
- complete all necessary documentation and reporting;
- supervises 10 or more clients (as defined) requiring general supervision (as defined) to operate safely to standards;
- undertakes training and training assessment of clients (as defined) in specific vocational skills within the scope of this level;

ACCOMMODATION/INDEPENDENT LIVING TRAINING SERVICES

- develop and implement training programs for clients (as defined) in basic skills;
- undertake training and skill assessment of clients (as defined);
- assist and/or support clients (as defined) in attending to their care using discretion and judgment about most appropriate actions at a higher level of skill than classification Level 3;
- participate in networks with other service providers and community resource providers;
- train clients (as defined) in a broad range of tasks using a range of techniques, aids and methods;
- instruct and assist with the training of Disability Service Workers engaged at lower level classifications;
- complete necessary documentation and reports as specified at the workplace.

DISABILITY SERVICE WORKER - LEVEL 5

RELATIVITY TO LEVEL 4 (a)

(a) Base Level	115%
(b) 1st increment	125%
(c) 2nd Increment	130%

GENERAL DESCRIPTION

An employee at this level is required to perform work above and beyond the skills of a Level 4 employee and to their level of training, and is competent to perform work within the scope of this level.

At this level an employee may:

- work under limited supervision subject to a clear strategy plan and budget;
- provide technical guidance, expertise and advice;
- be responsible and accountable for the organisation and output of other Disability Service Workers who have responsibility for the care, training and supervision of clients (as defined), and shall display a more advanced level of skill in managing time, setting priorities, planning and organising work than an employee classified at Level 4;
- understand and implement quality assurance techniques;

INDICATIVE TASKS

In addition to the tasks of employees at lower levels, an employee at this level performs tasks to their level of training. Indicative tasks may include:

SUPPORTED EMPLOYMENT SERVICES

- allocation of work and responsibility for identifying, applying and achieving work outcomes including quality, quantity and safety;
- maintenance of necessary documentation and provide appropriate reports;
- co-ordinate and responsible for equipment maintenance and scheduling;
- scheduling and prioritising of orders;
- training of other Disability Service Workers at lower classification levels;
- maintenance of a recording and reporting system;
- provision of technical reports.

ACCOMMODATION/INDEPENDENT LIVING TRAINING SERVICES

- assess clients (as defined) abilities and develop long term training goals;
- train clients (as defined) in a broad range of tasks using a wide range of teaching methods and aids at a higher level of skill than Level 4;
- develop and promote networks with other service providers and community resources in accordance with workplace policy;
- undertake task analysis;
- implement behaviour modification strategies;
- undertake activities requiring knowledge of statutory and legal requirements;
- train other Disability Service Workers at lower classification levels;
- co-ordinate the operation of a single group home;
- undertake administrative tasks within workplace guidelines.

5. INCREMENTAL PROGRESSION

Employees will progress through the increments within each level in accordance with the following:

- (a) The anniversary date of an employee's commencement or previous progression, as the case may be, shall be observed.
- (b) Progression shall be dependent upon the satisfactory completion of 1976 hours or two years, whichever is the lesser, of diligent service at the relevant classification level with the employer, or
- (c) The successful completion of the relevant accredited training modules.
- (d) New employees who can verify previous comparable experience consistent with subclause (b) of this clause which was gained with another employer engaged in the Disability Service Industry shall have such experience taken into account in determining the appropriate incremental level which that person is entitled to occupy.

6. MIXED FUNCTIONS

An employee engaged continuously for three hours or more on one day on duties carrying a higher rate than the employee's ordinary classification shall be paid the higher rate.

An employee engaged continuously for less than three hours of one day on duties carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for the time so worked (provided that the aggregate time so worked shall exceed three hours in any one week).

The higher rate of pay prescribed by this clause shall not apply in the case of an employee relieving another employee of a higher paid classification where time off from duty arises out of the arrangements for of the 38-hour working week.

7. PAYMENT OF WAGES

- (a) Wages shall be paid weekly or fortnightly no later than Thursday in each pay period.
- (b) An employee shall be given written details of all monies due to them not later than Thursday in each pay period including advice as to the nature and amount of deductions to pay.
- (c) Where a cheque is not met upon presentation or a bank deposit is not made at the time specified or payment is not made at the time specified, otherwise than in circumstances beyond the control of the employer, the employee shall be deemed to be working during the time he/she is kept waiting.
- (d) An employee whose method of hours of work is arranged so that the employee works 38 ordinary hours per week shall be paid weekly or fortnightly according to the actual ordinary hours worked.
- (e) An employee whose method of hours of work is arranged so that the employee averages 38 ordinary hours work over a particular work cycle shall be paid wages weekly or fortnightly to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may have been worked in any particular week of the work cycle.
- (f) Absences from Duty

An employee paid in accordance with subclause (e) of this clause who is absent from duty other than on annual leave, holidays with pay, paid sick leave, compassionate leave and workers' compensation leave shall, for each day absent, lose average pay for that day calculated by dividing the average weekly rate by five. Where such absence is for part of a day the employee will lose average pay for each hour or part thereof the employee is absent at an hourly rate by dividing the average pay rate by eight.

PROVIDED that where his/her absence from duty is for a whole day without pay the employee will not accrue a "credit" towards a rostered day off (as defined) and in the week of the work cycle where less than 38 ordinary hours is required to be worked the employee shall not be entitled to the average pay rate in that week having that amount reduced by the amount of the credit that has not accrued.

(g) Alternative Methods of Payment

- (i) Payment of wages may as the employer so nominates be paid either in cash, by cheque or electronic fund transfer into the employee's bank account without the requirement for the employer to provide encashment facilities.
- (ii) Where the employer and the majority of employees concerned agree an alternative method of payment of wages may apply than provided by this clause.

(h) Payment on Termination

Where the services of an employee are dispensed with, the employee's wages shall be paid on the day of termination or forwarded by post on the working day following, provided that in the case of an employee whose method of working hours is arranged so that the employee averages 38 ordinary hours work over a particular work cycle and who has not taken the day or days off so due the wages due to the employee shall include the total of credits accrued to the point of termination. In such a case if the employee has taken off a day or days and has not worked the full accrual the employee's wages due shall be reduced by the total of credits that have not been so accrued.

8. SUPERANNUATION

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

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

(b) Fund

- (i) Contributions determined in accordance with subclause (a) of this clause shall be paid into TASPLAN or HESTA.
- (ii) The employer shall become a party to TASPLAN or HESTA upon the acceptance of the TRUSTEES of that scheme of an application to become a participating employer of TASPLAN or HESTA, duly signed and executed by that employer.

The fund adopted by each establishment shall be determined by agreement between the employer and employees concerned. In the event of a dispute the award Disputes and Grievance procedure shall be applied.

- (iii) Unless the employer adopts otherwise, an employer shall make contributions on behalf of all eligible employees into only one of the Funds nominated in this clause.

(c) Exemptions

The Tasmanian Industrial Commission may grant exemptions from the use of TASPLAN or HESTA to employers who provide Occupational Superannuation contributions into a fund, which meets the guidelines of the Tasmanian Industrial Commission.

Employers intending to seek exemption in accordance with this provision shall notify the union of such intention. Such intention will be discussed between the parties and an application will subsequently be made to the Tasmanian Industrial Commission for hearing and determination.

The following employer shall be exempt from necessarily using the nominated funds referred to in subclause (b) of this clause, but may in the alternative utilise the fund identified opposite their business name:

Business	Fund
Self Help Workshop	Mercantile Mutual Employer Sponsored Masterfund

9. MINIMUM WAGE

(a) Minimum Wage

No employee shall be paid less than the minimum wage.

(b) Amount of Adult Minimum Wage

- (i) The minimum wage for full-time adult employees not covered by Part III – Wage Rates and related Matters, Clause 3 - Supported Wage System is \$546.10 per week.
- (ii) Adults employed under a supported wage clause shall continue to be entitled to receive the wage rate determined under that clause. Provided that such employees shall not be paid less than the amount determined by applying the percentage in the supported wage clause applicable to the employee concerned to the amount of the minimum wage specified in subclause (b)(i).

(iii) Adults employed as part-time or casual employees shall continue to be entitled to receive the wage rate determined under the casual and part-time clauses of the award. Provided that such employees shall not be paid less than pro rata the minimum wage specified in subclause (b)(i) according to the number of hours worked.

(c) How the Minimum Wage Applies to Juniors

(i) The wage rates provided for juniors by this award continue to apply unless the amount determined under subclause (c)(ii) is greater.

(ii) The minimum wage for an employee to whom a junior rate of pay applies is determined by applying the percentage in the junior wage rates clause applicable to the employee concerned to the relevant amount in subclause (b)(i).

(d) Application of Minimum Wage to Certain Employees

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

(e) Application of Minimum Wage to Award Rates Calculation

The minimum wage:

(i) applies to all work in ordinary hours;

(ii) applies to the calculation of overtime and all other penalty rates, superannuation, payments during sick leave, long service leave and annual leave, and for all other purposes of this award; and

(iii) is inclusive of the arbitrated safety net adjustment provided by the July 2008 State Wage Case Decision (T13142 of 2008) and all previous safety net and state wage case adjustments.

PART IV - ALLOWANCES

1. FIRST AID

- (a) The employer shall supply and maintain a first aid outfit at each work-place as prescribed by the provisions of the *Workplace Health and Safety Act 1995* and the *Workplace Health and Safety Regulations 1998*
- (b) In establishments where an employer has appointed an employee who holds a certificate issued by St John Ambulance or some other similar body as a First Aid Attendant an additional \$10.20 per week for each week in which three days or more have been worked shall be paid to such employee and such amount shall be payable in addition to any amounts paid for annual leave, sick leave and holidays with pay provided that this allowance shall not be subject to any penalty additions.

PROVIDED that nothing in this subclause shall be taken as meaning an employer shall be required to make such an appointment.

2. MEAL AND MEAL ALLOWANCE

- (a) A meal interval of not less than 30 minutes nor more than one hour shall be allowed to an employee within five hours of commencing work or within such other period of time when due to pressing circumstances the scheduled time of taking a meal break is deferred by up to 1/2 hour to enable the employee to complete the task at hand.
- (b) Where it is part of an employee's duties to eat with clients (as defined) such time shall count as time worked and be paid as such.
- (c) An employee who is required to work overtime for more than 1½ hours after the usual time of ceasing work shall be provided with a meal by the employer, or in lieu shall be paid an allowance of \$14.60.

3. SLEEP-OVER AND SLEEP-OVER ALLOWANCE

- (a) Unless otherwise agreed between the employer and the relevant union, when an employee is required to sleep overnight on the Employer's premises, the employee shall be paid an allowance of \$25.20 per night.
- (b) Where an employee, during the period rostered sleep-over, is required to work, in assisting or caring for residents, in excess of one and one half hours, consecutive or otherwise, or if there are more than three disturbances, shall be paid overtime payment for the time so worked.

An employee who is entitled to overtime payment under this subclause shall receive at least 30 minutes payment for each disruption in accordance with Part V – Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 4 - Overtime.

- (c) An employee who is entitled to the allowance prescribed by subclause (a) of this clause, for any period spent on sleep-over shall be provided with:
 - (i) wherever practicable single bedrooms and under no circumstances shall an employee be required to share a bed,
 - (ii) bed linen, blankets and use of cutlery and crockery without charge to the employee;
 - (iii) reasonable storage facilities for securing personal belongings;
 - (iv) access to shower and toilet facilities that can be made secure for private use.
- (d) Where an employee requests the employer to provide meals during a period for which the sleep-over allowance is paid, in accordance with subclause (a) of this clause, and the employer agreed to do so, the employer may deduct from the employee's wages the amount prescribed for a meal allowance in Part IV – Allowances, Clause 2 - Meal and Meal Allowance.
- (e) Sleep-overs will be established in accordance with a roster (as defined) setting out clearly the names of the rostered employees (as defined) and the days, dates and hours during which each employee is required to attend for duty. The roster (as defined) shall provide for a system of scheduled days off in accordance with Part V – Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 8 - Scheduled Days Off and shall not be implemented or changed until after the expiration of four weeks notice or in the case of an individual employee after the expiration of one weeks notice or the payment of one weeks pay in lieu of notice.

PROVIDED that such notice of payment in lieu of notice shall not apply in an emergency situation where agreement is reached between the employer and employee concerned.

PROVIDED FURTHER that employees shall not be required to work consecutive shifts and sleep-overs unless agreed by the employer and employees affected.

Employees will not unreasonably withhold agreement.

PROVIDED ALWAYS that each nights sleep-over shall stand alone and the period of sleep-over shall be nominated by the employer at each workplace.

4. SPECIAL LICENCES

An employee appointed by the employer to regularly drive vehicles that require the person to hold either a Light Passenger Vehicle Licence or a Heavy Passenger Vehicle Licence shall be reimbursed by the employer an amount of money equivalent to the additional licence fee prescribed in excess of a Standard Motor Car Licence and the cost of any medical examination so required in obtaining and maintaining the said licence.

5. TOOLS AND TOOL ALLOWANCE

All employees engaged in classifications that are proclaimed as trades under the *Vocational Education and Training Act 1994*, or employees with experience deemed by the employer to be equivalent to trades qualified, shall either be supplied with all tools by the employer or be paid a tool allowance of not less than \$8.40 per week.

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

PART V – HOURS OF WORK, PENALTY PAYMENTS, SHIFT WORK AND OVERTIME

1. DEFINITIONS

'Afternoon shift' means any shift finishing after 6.00pm and at or before midnight.

'Broken shift' means any shift worked in two periods where a continuous break in the 2 periods exceeds one hour.

'Day shift' means any shift other than a broken shift (as defined) worked wholly between the hours of 7.00am and 6.00pm.

'Night shift' means any shift finishing subsequent to midnight and at or before 8.00am.

'Roster' means any work pattern designed for a specific work area for all shifts worked excluding work performed in accordance with Part V - Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 2 - Hours of Work - subclauses A. and B. and Clause 4 - Overtime.

'Rostered day off' shall mean a day an employee is allowed off to facilitate the working of a 38-hour week in accordance with Part V – Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 2 – Hours of Work, subclause A., paragraph (b)(ii)(3) and (4).

'Rostered employee' means an employee who is required to work in accordance with a shift roster (as defined).

'Scheduled day off' means one of the two days an employee is allowed off each week in accordance with Part V – Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 6 - Rostered Days Off.

'Shift Work' means a work cycle, which regularly falls outside the ordinary hours of work in accordance with Part V – Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 2 – Hours of Work and may include weekend work.

2. HOURS OF WORK

A. EMPLOYEES OTHER THAN THOSE ENGAGED TO WORK IN RESIDENTIAL HOMES FOR INTELLECTUALLY, PHYSICALLY, PSYCHIATRIC AND/OR SENSORY DISABLED PERSONS

- (a) The ordinary hours of work per week in respect for which rates of wages are fixed by this award shall not exceed an average of 38 per week subject to the following arrangements;

- (b) Employees engaged in accordance with Part V – Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 9 - Shift Work, Shift Penalty Rates and Rosters, may work ordinary hours on any day of the week. For all other employees ordinary hours shall be determined between 6.00am and 7.00pm, Monday to Friday and subject to the provisions of paragraph (c) of this subclause.

In all cases the ordinary hours of work shall be worked subject to one of the following arrangements:

- (i) by employees working less than eight ordinary hours each day; or
 - (ii) by employees working less than eight ordinary hours on one or more days each week; or
 - (iii) by fixing one day or days in which all employees will be off during a particular work cycle; or
 - (iv) by rostering employees off on various days of the work cycle so that each employee has one day off or part of a day or days off during that cycle; or
 - (v) by accruing an entitlement to rostered days off (as defined) to a maximum of 12 days and thereby averaging 38 hours over a particular work cycle not exceeding 12 months.
- (c) In establishing the spread of hours in accordance with paragraph (a) of this subclause, the employer shall nominate any spread of hours of no more than 11 hours between 6.00am and 7.00pm, Monday to Friday inclusive.

The spread of hours so nominated, in the absence of agreement between the employer and the majority of employees concerned, shall not be amended unless the employer gives four weeks notice of such change, to the employees concerned.

- (d) Circumstances may arise where different arrangements of the 38-hour week apply to various groups or sections of employees in the establishment concerned.
- (e) In adopting or changing the arrangements of the 38-hour week an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned, the objective being to reach agreement.

In the absence of such agreement the provisions of Part VII – Consultation and Dispute Resolution, Clause 2 - Disputes and Grievance Procedure shall be applied without delay.

- (f) In reaching agreements in accordance with paragraph (c) of this subclause there should be an objective review of current work practices to establish where improvement can be made and implemented. These reviews shall be ongoing.

- (g) Where the arrangements of the 38-hour week provides for a day off in a particular work cycle the following shall apply:
 - (i) Such days off may be taken as mutually agreed between the employer and the employee concerned.
 - (ii) An employee shall not be entitled to more than twelve rostered days off (as defined) in any 12 month period.
 - (iii) The day may be worked as an ordinary working day without penalty if substituted by another day by agreement between the employer and the employee concerned, or where a number of employees are concerned by agreement between the employer and the majority of the employees concerned.
- (h) The spread of hours or prescribed number of hours per day may be altered for all or a section of employees concerned by mutual agreement between the employer and employee/s in the area concerned and the union.

B. EMPLOYEES ENGAGED IN RESIDENTIAL HOMES FOR INTELLECTUALLY, PHYSICALLY, PSYCHIATRIC AND/OR SENSORY DISABLED PERSONS

- (a) Subject to the provisions of Part V – Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 9 - Shift Work, Shift Penalty Rates and Rosters, a disability service worker shall work a maximum of 190 hours in each five weekly period and in the case of other employees the ordinary hours of work shall be an average of 38 hours per week subject to one of the following arrangements:
 - (i) by employees working less than eight ordinary hours each day; or
 - (ii) by employees working less than eight ordinary hours on one or more days each week; or
 - (iii) by fixing one day in which all employees will be off during a particular work cycle; or
 - (iv) by rostering employees off on various days of the week during a particular work cycle so that each employee has one day off during that cycle; or
 - (v) by accruing an entitlement to rostered days off (as defined) to a maximum of 12 days and thereby averaging 38 hours over a period not exceeding 12 months.
- (b) Circumstances may arise where different arrangements of a 38-hour week apply to various groups or sections of employees in the establishment concerned.

- (c) In adopting or changing the arrangements of the 38-hour week an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned, the objective being to reach agreement.

In the absence of such agreement the provisions of Part VII – Consultation and Dispute Resolution, Clause 2 - Disputes and Grievance Procedure shall be applied without delay.

- (d) In reaching agreements in accordance with paragraph (c) of this subclause there should be an objective review of current work practices to establish where improvement can be made and implemented. These reviews shall be ongoing.
- (e) Where the arrangements of the 38-hour week provides for a day off in a particular work cycle the following shall apply:
 - (i) Such days off may be taken as mutually agreed between the employer and the employee concerned.
 - (ii) An employee shall not be entitled to more than twelve rostered days off (as defined) in any 12 month period.
 - (iii) The day may be worked as an ordinary working day without penalty if substituted by another day by agreement between the employer and the employee concerned, or where a number of employees are concerned by agreement between the employer and the majority of the employees concerned.

3. MAKE UP TIME

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

- (a) An employee may elect, with the consent of the employer, to work 'make up time' under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award.
- (b) An employee on shift work may elect, with the consent of their employer, to work 'make up time' under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.
- (c) An employee or the employees may choose to request a union party to this award, to represent their interests in negotiation referred to in paragraph (a) of this subclause.

- (d) Once a decision has been taken to introduce an enterprise system of make up time, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.
- (e) An employer shall record make up time arrangements in the time and wages book, as prescribed in Part IX – Award Compliance and Union Related Matters, Clause 2 - Time and Wages Book of the award at each time this provision is used.

4. OVERTIME

- (a) An employee required to work before the time fixed for commencing work or after the time fixed for ceasing work or in excess of the ordinary hours of work prescribed by Part V – Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 2 – Hours of Work, subclause A. or B., shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- (b) An employee required to work overtime on a Sunday shall be paid at the rate of double time.
- (c) Overtime shall not be payable unless the period of time worked in excess of the ordinary hours exceeds 15 minutes on any day and the overtime is worked at the direction of the employer.
- (d) In computing overtime each days work shall stand alone and the rate of pay shall be determined by dividing the weekly rate of pay by 38.
- (e) Subject to agreement being reached between the employer and the employee concerned, time off may be allowed in lieu of payment for overtime worked. The amount of time off shall be calculated on the basis of the appropriate overtime rate.

PROVIDED that such agreement shall be subject to the employee having opportunity to consult with the relevant union and the agreement shall be recorded in writing.

PROVIDED ALWAYS that such agreement may be discontinued by mutual consent of both parties or at the request of one such party.

5. REST PERIOD

Employees shall be allowed a rest period of five minutes duration to be taken during the first four hours of their shift and a rest period of 10 minutes to be taken during the second four hours of their shift.

PROVIDED that when pressing circumstances arise the rest period prescribed by this subclause may be taken at any time and in any combination subject to agreement being reached to do so between the employer and the employee/s concerned.

6. ROSTERED DAYS OFF

(a) Rostered Days Off

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of Rostered Days Off to provide that:

- (i) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (ii) An employee may elect with the consent of the employer, to take rostered days off in part day amounts.
 - (iii) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed by the employer, or subject to the reasonable notice by the employee or the employer.
 - (iv) An employee or the employees may choose to request a union party to this award to represent their interests in negotiation referred to in paragraph (i) of this subclause.
 - (v) Once a decision has been taken to introduce an enterprise system of rostered days off flexibility, in accordance with this clause, its terms must be set on in the time and wages records kept pursuant to Regulation 25 of the *Industrial Relations Regulations 1993*.
 - (vi) An employer shall record rostered days off arrangements in the time and wages book, as prescribed in Part IX – Award Compliance and Union Matters, Clause 2 - Time and Wages Book of the award at each time this provision is used.
- (b) The days off shall be rostered and shall not be altered except by mutual agreement between the employer and employee.
- (c) Any employee who is required to work on his/her rostered days off (as defined) shall be allowed another day in lieu of the one worked.

7. SATURDAY AND SUNDAY WORK

(a) Subject to Part V – Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 9 - Shift Work, Shift Penalty Rates and Rosters, for all ordinary hours worked on a Saturday or Sunday the following payment shall apply:

(i) Saturday at time and one half;

(ii) Sunday at double time.

(b) The above rates shall be in substitution for, and not cumulative upon the shift penalty rates set out in Part V – Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 9 - Shift Work, Shift Penalty Rates and Rosters.

(c) Where overtime is worked on a Saturday or Sunday and subject to agreement being reached between the employer and employee/s concerned, time off may be allowed in lieu of payment of payment for overtime worked. The amount of time off shall be calculated on the basis of the appropriate penalty prescribed in Part V – Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 4 - Overtime.

PROVIDED that such agreements shall be recorded in writing and may be discontinued by mutual consent of both parties or at the reasonable request of one party.

8. SCHEDULED DAYS OFF

(a) Each employee shall be allowed at least two full days off in each week other than rostered days off (as defined) arising out of Part V – Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 2 – Hours of Work. The days off shall operate from the finishing time of work on the day immediately preceding the days off and until the starting time on the day when work is to resume.

(b) Scheduled days off shall be programmed and shall not be altered except by mutual agreement between the employer and the employee.

(c) An employee required to work on his/her scheduled days off shall by agreement be allowed another day(s) off in lieu of overtime payment.

(d) The days off provided herein shall be at the rate of 48 hours per week and by agreement may be cumulative, but not to exceed four days successively.

(e) Employees engaged in non-clerical supervisory classifications who work in Residential Homes, shall be exempt from the provisions of paragraphs (a) to (d) of this subclause but shall be allowed 10 full scheduled days off in each five weekly period in addition to any rostered days off (as defined) that may accrue in accordance with Part V – Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 2 – Hours of Work.

9. SHIFT WORK, SHIFT PENALTY RATES AND ROSTERS

(a) Shift Penalty Rates

An employee whilst on afternoon or night shift (as defined) shall be paid 15 per cent more than the ordinary rate.

(b) Broken Shifts (as defined)

(i) Restrictions

A broken shift (as defined) shall not be worked outside the hours of 6.00am and 10.00pm and the break between the two shifts shall not exceed four hours or such period as agreed to by the employer, employee and representative of the appropriate union.

(ii) Excess Fares

An employee working a broken shift (as defined) shall be paid an excess fares allowance of \$2.59.

(c) Shift Rosters-Rotating

(i) Rotating rosters shall provide that a shift worker regularly rotates between day, afternoon and night work or any two combinations of them subject to the following requirements:

- (1) an employee shall not be required to work on night shift (as defined) for more than four weeks; and
- (2) an employee shall not be required to work more than two thirds of their working time on night shifts (as defined); and
- (3) otherwise than by agreement being reached between the employer and the majority of employees concerned, the daily hours of afternoon or night shifts (as defined) allocated to each employee at any one time, shall continue for at least five successive afternoons or nights.

(ii) A rotating roster of shift work shall apply unless:

- (1) the employer and the majority of employees concerned otherwise agree;
- (2) the employer directs the employee/s concerned to work in accordance with a non-rotating shift roster.

(iii) Where the employer and the majority of employees concerned have agreed to work a non-rotating shift roster such arrangement shall continue unless the employer and the majority of employees concerned otherwise agree.

(d) Shift Rosters-General

(i) A shift roster established in accordance with this subclause shall be documented setting out clearly the names of the rostered employees and the days, dates and hours during which each employee is required to attend for duty.

(ii) A shift roster, rotating or otherwise, shall:

(1) not require an employee to work more than eight hours, other than overtime, each day unless agreement is otherwise reached in accordance with Part V – Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 2 – Hours of Work;

(2) provide for a system of scheduled days off in accordance with Part V – Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 8 - Scheduled Days Off;

(3) shall not be implemented or changed until after the expiration of four weeks notice or in the case of an individual employee after the expiration of one weeks notice of such change or the payment of one weeks pay in lieu of notice in accordance with the employees previous roster (as defined).

PROVIDED that such notice or payment in lieu of notice shall not apply in an emergency situation where agreement is reached between the employer and employee concerned.

(4) An employee who is working in accordance with a rotating shift roster, and unless otherwise agreed between the employer and employee concerned, is directed by the employer to work on a non-rotating shift roster, such employee shall be paid 30 per cent more than the ordinary rate for the whole period so worked. The payment of this penalty shall be in substitution and not cumulative upon penalty rates prescribed elsewhere in this clause.

10. TIME OFF IN LIEU OF PAYMENT

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

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked (unless otherwise provided elsewhere in the award).
- (c) An employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime as prescribed in Part V – Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 4 - Overtime of this award, for any overtime worked under this subclause where such time has not been taken within four weeks of accrual.
- (d) An employee or the employees may choose to request a union party to this award, to represent their interests in negotiation referred to in paragraph (a) of this subclause.
- (e) Once a decision has been taken to introduce an enterprise system of time off in lieu, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the *Industrial Relations Regulations 1993*.
- (f) An employer shall record time off in lieu arrangements in the time and wages book as prescribed in Part IX – Award Compliance and Union Related Matters Clause 2 - Time and Wages Book of this award at each time this provision is used.

PART VI – LEAVE AND HOLIDAYS WITH PAY

1. DEFINITIONS

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

2. ANNUAL LEAVE

(a) A period of 28 consecutive days leave shall be allowed annually to an employee (other than casual or part-time employees (as defined) engaged to work less than 20 hours per week) after 12 months' continuous service in the service of the same employer (less the period of annual leave).

(b) Broken Leave

Leave allowed under the provisions of this subclause shall be given and taken in one consecutive period, or if the employer and employee so agree, in two separate periods, the lesser of which shall not be less than seven consecutive days, in any case leave shall be taken before a further accrual of leave occurs.

(c) Annual Leave Exclusive of Holidays with Pay

If any of the holidays prescribed in Part VI - Leave and Holidays with Pay, Clause 4 - Holidays with Pay, falls within an employee's period of annual leave, and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that leave one day for each such holiday as occurring.

(d) Payment in Lieu Prohibited

Except as provided in subclause (i) payment shall not be made or accepted in lieu of annual leave.

(e) Time of Taking Leave

Except in respect of paragraph (b) - Broken Leave, of this subclause, annual leave shall be given and taken within a period of six months of such leave falling due or where the employer and employee/s concerned agree, within 12 months of such leave falling due.

(f) Payment for Period of Leave

Each employee before going on leave shall be paid the ordinary amount of wages the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on leave during the relevant period. Such payment shall exclude any shift penalty rates prescribed by Part V – Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 9 - Shift Work, Shift Penalty Rates and Rosters, and shift penalties prescribed by Part V – Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 7 - Saturday and Sunday Work.

(g) Leave Loading

All employees before proceeding on leave shall be paid a loading of 17½ per cent in addition to their annual leave payment.

PROVIDED that in the case of an employee who would have worked on shift work in accordance with Part V – Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 9 - Shift Work, Shift Penalty Rates and Rosters, had the employee concerned not been on leave and would have been entitled to shift penalties in excess of 17½ per cent then the employee shall be paid the shift premiums in lieu of the 17½ per cent loading.

PROVIDED FURTHER that leave loading shall not be payable on proportionate leave on termination.

(h) Leave Allowed before Due Date

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

Where leave has been granted to an employee pursuant to this subclause before the entitlement has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months' continuous service in respect of which the leave was granted the employer may, for each complete month of the qualifying period of 12 months not served by the employee deduct from whatever remuneration is payable to the employee upon the termination of the employment, one twelfth of the amount of wages paid on account of annual leave, which amount shall not include any sums paid for any of the holidays with pay prescribed by Part VI – Leave and Holidays with Pay, Clause 4 - Holidays with Pay.

(i) Proportionate Leave on Termination of Service

If after one month's continuous service in respect of weekly employees and one week of continuous service in respect of part-time employees in any qualifying period, an employee lawfully leaves his/her employment or the employment is terminated by the employer through no fault of the employee, the employee shall be paid the ordinary rate of wages as follows:

- (i) weekly employees - 12 2/3 hours for each completed month of continuous service;
- (ii) part-time employees (as defined) - engaged to work more than 20 hours per week - 1/12th of a week's wages for each completed week of continuous service, subject to the provisions of paragraph (a)(ii) of this subclause;
- (iii) employees regularly required to work on weekends and holidays with pay - 15 5/6 hours for each completed month of continuous service.

(j) Continuity of Service

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

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

(k) Close Down

An employer may close down the establishment or a section of the establishment, for the purpose of allowing leave to employees in the establishment or section or sections concerned in accordance with the following provisions:

- (i) Unless otherwise agreed between the employer and employee/s concerned the employer may, by giving not less than two months notice either close down for one period or for two separate periods.

- (ii) Each employee affected shall be credited leave in accordance with the relevant scale in paragraph (k)(i) - Proportionate Leave on Termination of Service, of this subclause, for which leave has not already been granted.
- (iii) Except to the extent that an employee has leave in credit under the provisions of paragraph (k)(ii) of this subclause, at the date of close down, the employee shall be stood down without pay during the period of any close down.

PROVIDED that where an employer has another service not subject to a close down, the employer shall take reasonable steps to give an employee who would originally be stood down without pay under this clause the option of working in that service.

- (iv) All time during which an employee is stood down without pay in a close down period shall, for the purpose of annual leave credits be deemed to be time worked.
- (v) Subject to paragraph (h) - Leave Allowed before Due Date, of this subclause, the next twelve months qualifying period for each employee affected by an annual close down shall commence from the day on which the establishment or section or sections re-open for work.

Subject to paragraph (h) - Leave Allowed before Due Date, of this subclause, employees affected by a second or third close down subject to paragraph (k)(i) of this subclause, the next twelve month qualifying period shall commence from the day on which the establishment or section or sections re-open after the first close down.

- (vi) For establishments that observe a close down at the Christmas/New Year period the relevant date for the application of the provisions of paragraphs (k)(ii), (iv) and (v) of this subclause, shall be 31 December each year.
- (vii) If in the first year of service with an employer an employee is allowed proportionate annual leave under this subclause and subsequently within such year lawfully leaves the employment or the employment is terminated by the employer through no fault of the employee, the employee shall be entitled to the benefit of subclause (k)(i) - Proportionate Leave on Termination of Service, of this subclause, subject to adjustment for any proportionate leave which the employee may have been allowed as provided.
- (viii) Unless otherwise agreed between the employer and employees, where a close down is observed during the Christmas/New Year period the leave granted shall be not less than 14 consecutive days, exclusive of holidays with pay, except that where an employee is not entitled to 14 consecutive days leave at such close down, the employee may be granted leave then accrued in accordance with paragraph (k)(iii) of this subclause.

(l) Seven Day Shift Workers

- (i) In addition to leave prescribed in paragraph (a) of this subclause an employee required to work a shift roster where the employee works not less than ten Saturdays and ten Sundays during any one leave year, shall be allowed seven consecutive days' additional leave including non-working days; or
 - (ii) Where an employee with twelve months continuous service is engaged for part of the twelve monthly period on a shift roster requiring the employee to work regularly on Saturdays and Sundays, the employee shall be entitled to have the period of annual leave prescribed in paragraph (a) of this subclause, increased by one day for each two months the employee is continuously engaged on a shift roster as contemplated in paragraph (l)(i) of this subclause.
- (m) Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of single day annual leave absences provided that:
- (i) An employee may elect, with the consent of the employer, to take annual leave in single day periods or part of a single day not exceeding a total of five days in any calendar year at a time or times agreed between them.
 - (ii) Access to annual leave, as prescribed in paragraph (i) above, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (iii) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
 - (iv) An employee or the employees may choose to request a union party to this award, to represent their interests in negotiations referred to in paragraph (i) of this subclause.
 - (v) Once a decision has been taken to introduce an enterprise system of single day annual leave, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.
 - (vi) An employer shall record these short term annual leave arrangements in the time and wages book, as prescribed in Part IX – Award Compliance and Union Related Matters, Clause 2 - Time and Wages Book of this award.

3. BEREAVEMENT LEAVE

- (a) 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, grandchild be entitled upon application being made to, and approved by the employer, to leave up to and including the day of the funeral of such relative and such leave will be without deduction of pay not exceeding the number of ordinary hours worked by the employee in three ordinary days.

PROVIDED that no such payment shall be made in respect of an employee's rostered days off (as defined) 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 ALWAYS 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 subclause 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.

- (b) Unpaid Bereavement Leave

An employee may take unpaid bereavement leave by agreement with the employer.

- (c) Casual Employees and employees in receipt of a loading in lieu of paid leave

- (i) Subject to the evidentiary requirements in subclause (a) of this clause, casual employees and employees in receipt of a loading in lieu of paid leave are entitled to not be available to attend work, or to leave work upon the death in Australia of an immediate family or household member.
- (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Casual Employees and employees in receipt of a loading in lieu of paid leave are not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

4. HOLIDAYS WITH PAY

- (a) All employees (other than employees in receipt of a 20% loading in lieu of annual leave, holidays with pay and sick leave) shall be allowed the following days as holidays with pay:

New Years Day, Australia Day, Hobart Regatta Day (south of Oatlands), Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day (as defined), Recreation Day (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day.

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

ROVIDED that, for part time employees, who would otherwise be rostered to work but for the holiday with pay and who do not work regular hours on each day, the number of hours to be paid for a holiday with pay which are taken and not worked shall be based on the following calculation:

the number of hours worked in the fortnight in which the holiday with pay falls divided by the number of days worked in that fortnight.

- (c) Where a holiday with pay occurs on a rostered day off (as defined) or a scheduled day off (as defined), an employee shall be entitled to a day in lieu to be taken by mutual agreement.

ROVIDED that, for part-time employees a 'day in lieu' shall be defined for the purpose of this sub clause as the number of hours worked in the fortnight in which the holiday with pay falls divided by the number of days worked in that fortnight.

- (d) Subject to subclause (c) of this clause, an employee required to work on any of the holidays with pay mentioned in subclause (a) of this clause, shall be paid at the rate of double time and a half.

- (e) Subject to agreement being reached between the employer and employee/s concerned, time off may be allowed in lieu of payment of penalties. The amount of time off shall be calculated on the basis of the appropriate penalty rate prescribed in subclause (d) of this clause.

PROVIDED that such agreement shall be subject to the employee having opportunity to consult with the relevant union and the agreement shall be recorded in writing.

PROVIDED FURTHER that, such agreement may be discontinued by mutual consent of both parties or at the request of one such party.

- (f) Employees in receipt of a 20% loading in lieu of annual leave, holidays with pay and sick leave, who are required to work on a Holiday with Pay shall be paid at the rate of 1.7 times the relevant award rate, inclusive of the 20% loading, for work on a holiday mentioned in subclause (a) of this clause.

5. PARENTAL LEAVE

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

(a) Definitions

For the purposes of this clause:

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

(b) Entitlement

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

(c) Maternity Leave

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

- (v) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- (vi) Special Maternity Leave
 - (1) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
 - (2) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, special maternity leave.
 - (3) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid personal leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid personal leave, special maternity leave and parental leave, including paternity leave taken by her spouse, may not exceed 52 weeks.
- (vii) Transfer to a safe job
 - (1) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
 - (2) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.
- (d) Paternity Leave
 - (i) A male employee will provide to the employer at least 10 weeks prior to each proposed period of paternity leave:
 - (1) that a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place, and

- (2) written notification of the proposed dates on which the period of paternity leave will start and finish and
- (3) a statutory declaration stating:
 - (A) that period of paternity leave will be taken to become the primary care-giver of a child;
 - (B) particulars of any period of maternity leave sought or taken by the mother, and
 - (C) that for the period of paternity leave, the employee will not engage in any conduct inconsistent with their contract of employment.
- (4) The employee will not be in breach of this subclause if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

(e) Adoption leave

- (i) The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (ii) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
 - (1) the employee is seeking adoption leave to become the primary care-giver of the child;
 - (2) particulars of any period of adoption leave sought or taken by any other person in respect of that child, and
 - (3) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- (iii) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- (iv) Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

- (v) An employee will not be in breach of this subclause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of an adoptive parent or other compelling circumstances.
- (vi) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

(f) Parental Leave and Other Entitlements

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

(g) Part time work

(i) Entitlement

With the agreement of the employer:

- (1) An employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- (2) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

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

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

(iii) Pro Rata Entitlements

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

(iv) Transitional Arrangements - Annual Leave

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

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

(v) Transitional Arrangements - Personal Leave

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

(vi) Part-time Work Agreement

- (1) Before commencing a period of part-time employment under this subclause the employee and the employer shall agree:
 - (A) that the employee may work part-time;
 - (B) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
 - (C) upon the classification applying to the work to be performed; and
 - (D) upon the period of part-time employment.
- (2) The terms of this agreement may be varied by consent.
- (3) The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
- (4) The terms of this agreement shall apply to the part-time employment.

(vii) Termination of Employment

- (1) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.
- (2) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

(viii) Extension of Hours of Work

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

(ix) Nature of Part-time Work

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

(x) Inconsistent Award Provisions

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

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

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

(h) Replacement Employees

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

(i) Return to Former Position after a Period of Parental Leave or Part Time Work

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

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

(j) Redundancy

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

(k) Right To Request Variation To Parental Leave Provision

- (i) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:
 - (1) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
 - (2) to extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
 - (3) to return from a period of parental leave on a part-time basis until the child reaches school age,to assist the employee in reconciling work and parental responsibilities.
- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(l) Communication During Parental Leave

- (i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with (l)(i).

6. PERSONAL LEAVE

(a) The provisions of this clause apply to employees, other than one engaged as a casual or part-time employees who receive a loading of 20 per cent paid in lieu of annual leave, personal leave and holidays with pay in accordance with Part II - Employment Relationship and Associated Matters, Clause 3 - Employment Categories 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. The entitlements of casual employees and employees in receipt of a loading in lieu of an entitlement to paid leave are set out in subclause (k) - Casual employees or part-time employees who receive a loading in lieu of paid leave – Caring responsibilities.

(i) Definitions

The term '**immediate family**' includes:

- (1) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and
- (2) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(ii) Amount of Paid Personal Leave

- (1) Paid personal leave is available to an employee, when they are absent:
 - (A) due to personal illness or injury; or
 - (B) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.

- (iii) An employee shall not be entitled to such leave of absence for any period in respect of which the employee is entitled to workers' compensation.
- (iv) An employee shall not be entitled in any year to personal leave credit in excess of 76 hours of ordinary working time.

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

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

PROVIDED that employees employed at the date of commencement of this award shall be entitled to personal leave accrued prior to that date.

- (d) Sickness on Day Off

Where an employee is sick or injured on the week day or days the employee is to take off where the arrangements for the 38-hour week provides for rostered day/days off in the particular work cycle, the employee shall not be entitled to seek nor will the employee's personal leave entitlement be reduced as a result of the employee's sickness or injury on that day.

- (e) Personal Leave for Personal Injury or Sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

- (f) Personal Leave to Care for an Immediate Family or Household Member

- (i) An employee is entitled to use up to 10 days personal leave, including accrued leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause.

Leave may be taken for part of a single day.

(ii) By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in paragraph (f)(i), beyond the limit set out in paragraph (f)(i). In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

(g) Employee Must Give Notice

An employee shall, where possible, before the commencement of the shift or usual starting time of work, inform the employer of his/her inability to attend for work and as far as may be practicable state the nature of the illness or injury and estimated duration of the absence.

(h) Evidence Supporting Claim

(i) An employee shall prove to the satisfaction of the employer (or in the event of a dispute, the Tasmanian Industrial Commission) that he/she was unable on account of such illness or injury to attend for work on the day or days for which the personal leave is claimed or due to special circumstances was reasonably unable to notify the employer of such absence prior to the commencement of the shift or usual starting time of work and in such special circumstances the employee shall in any event notify the employer of such absence within 24 hours from the commencement of the shift or usual starting time of work.

(ii) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

(i) Personal Leave and Workers' Compensation

The employee shall not be entitled to such leave of absence for any period in respect of which the employee is entitled to workers' compensation.

(j) Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements of subclauses (g) and (h) are met.

- (k) Casual employees or part-time employees who receive a loading in lieu of paid leave – Caring responsibilities

Subject to the evidentiary and notice requirements in subclauses (g) and (h) casual employees or part-time employees who receive a loading in lieu of paid leave are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employees and the part-time employees who receive a loading in lieu of paid leave are not entitled to any payment for the period of non-attendance.

An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

PART VII – CONSULTATION AND DISPUTE RESOLUTION

1. CONSULTATIVE PROCESS

- (a) The parties to this award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industries and those establishments covered by Part I – Application and Operation of the Award, Clause 3 - Scope, and to enhance the career opportunities and job security of employees in these industries and establishments.
- (b) At each enterprise or establishment, the employer, the employees and the relevant union or unions, shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of that enterprise or establishment. Measures raised by the employer, employees or union or unions for consideration consistent with the objectives of subclause (a) of this clause shall be processed through that consultative mechanism and procedures.

2. DISPUTES AND GRIEVANCE PROCEDURE

Subject to the provisions of the Tasmanian *Industrial Relations Act 1984*, any dispute or claim arising out of or relating to this award shall be dealt with in the following manner:

- (a) The matter shall first be discussed between the employee and his/her immediate supervisor.
- (b) If not settled the matter shall be discussed between the employee's delegate and immediate supervisor and the manager.
- (c) If not settled the matter shall be referred to the Branch Secretary of the union for discussion between the appropriate union representatives and management representative.
- (d) If the matter is not settled it shall be submitted to the Tasmanian Industrial Commission for determination.
- (e) While the above procedure is followed, industrial action will be avoided and the "status quo" in existence prior to the dispute shall be maintained.

3. ENTERPRISE FLEXIBILITY

- (a) Notwithstanding anything contained in this award, but subject to the provisions of this clause, an agreement may be negotiated between the parties.
- (b) The 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 or unions shall be advised by the employer of his or her intention to commence discussions with employees on an agreement under this clause.
 - (iv) The relevant union or unions must be a party to the agreement.
- (c) Any Enterprise Agreement shall be signed by the parties being the employer and the union or unions, 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 disputes arising in respect to the agreement may be resolved.
- (d) The agreement shall be referred to the Tasmanian Industrial Commission.

PART VIII – OCCUPATIONAL HEALTH AND SAFETY, TOOLS AND AMENITIES

1. GENERAL REQUIREMENTS OF ALL CLASSIFICATION LEVELS

- (a) All Disability Service Workers shall to their level of training, exercise a duty of care at all times, performing work to workplace standards including those related to Occupational Health and Safety and to current Disability Legislation proclaimed by the Commonwealth and State Parliaments.
- (b) All Disability Service Workers shall identify, report and rectify to their level of training deviations from Occupational, Health and Safety Standards.
- (c) Disability Service Workers shall to their level of training, recognise and correct, where relevant, deviations in quality standards of their own work and where relevant that of employees at the same or lower classification levels.

2. LIFTING OF CLIENTS

The lifting of clients (as defined) shall be subject to the provisions of the *Workplace Health and Safety Act 1995* and the *Workplace Health and Safety Regulations 1998*, and any dispute that may arise shall be processed in accordance with Part VII – Consultation and Disputes Resolution, Clause 2 - Disputes and Grievance Procedure.

3. PROTECTIVE CLOTHING AND SAFETY APPLIANCES

- (a) The employer shall provide, where necessary, protective clothing in accordance with the provisions of the *Workplace Health and Safety Act 1995* and the *Workplace Health and Safety Regulations 1998*.
- (b) The employer shall provide necessary safety appliances in accordance with the provisions of the *Workplace Health and Safety Act 1995* and the *Workplace Health and Safety Regulations 1998*.

PART IX – AWARD COMPLIANCE AND UNION RELATED MATTERS

1. NOTICE BOARD

In establishments employing five or more persons and where a suitable staff room is available, the employer shall provide a notice board of reasonable dimensions, upon which accredited union representatives shall be permitted to post formal union notices, signed and countersigned by the representative posting same.

2. TIME AND WAGES BOOK

Each employer shall keep a time book or sheet showing the name of each employee, the number of hours worked and also between what hours, the rates of pay and the wages paid each week.

3. UNION DELEGATES

- (a) An employee elected as a union delegate, upon notification by the union to the employer, shall be recognised as the accredited representative of the union to which the employee belongs and shall be allowed all necessary time during working hours to submit to the employer matters affecting the employees he/she represents and further shall be allowed reasonable time during working hours to attend to job matters affecting his/her union, provided that the supervisor of the shift or section is given prior notice of the union delegate's intention.
- (b) The union delegate shall have reasonable access to a photocopier and facsimile machine where available, and access to a telephone to contact the union office or to progress enquiries on behalf of a member on work-related matters. The union delegate shall be provided with a suitable cupboard and facilities to enable the union delegate to keep records, union circulars and documentation to efficiently carry out union responsibilities.
- (c) The union delegate shall have the right to place notices on notice boards within the enterprise. Such notices or matters of interest shall be within the policy of and authorised by the Australian Municipal, Administrative, Clerical and Services Union and the Health Services Union of Australia, Tasmania No. 1 Branch.
- (d) With the agreement of the employer the union delegate shall have the right to have a guest speaker authorised by the Australian Municipal, Administrative, Clerical and Services Union and the Health Services Union of Australia, Tasmania No. 1 Branch, attend meetings within the enterprise.
- (e) The employer shall not dismiss or injure a union delegate in employment or alter the employee's position to the employee's prejudice because the employee is a union delegate.

- (f) The employer shall supply the union delegate with a copy of this award and with all subsequent variations.

