

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

GENERAL CONDITIONS OF EMPLOYMENT AWARD

ORDER BY CONSENT -

**No. 6 of 2008
(Consolidated)**

AMEND THE **GENERAL CONDITIONS OF EMPLOYMENT 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 "General Conditions of Employment Award".

2. SCOPE

This award shall apply to all persons employed under the State Service Act 2000 (Tas).

3. INDEX

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4. DATE OF OPERATION

This award comes into operation on and from 1 August 2008.

5. AWARD INTEREST

- (a) The following employee organisations are deemed to have an interest in this award pursuant to Section 63(10) of the *Industrial Relations Act 1984 (Tas)*:
- (i) The Association of Professional Engineers, Scientists and Managers, Australia;
 - (ii) The Australian Education Union, Tasmanian Branch;
 - (iii) The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union;
 - (iv) The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia;
 - (v) The Community and Public Sector Union (State Public Services Federation Tasmania) Inc;
 - (vi) The Construction, Forestry, Mining and Energy Union, Tasmanian Branch;
 - (vii) The Health Services Union of Australia, Tasmania No. 1 Branch;
 - (viii) Liquor, Hospitality and Miscellaneous Union - Tasmanian Branch
 - (ix) The Tasmanian Salaried Medical Practitioners' Society;
- (b) The employer deemed to be an employer organisation having an interest in this award pursuant to Section 62(4) of the *Industrial Relations Act 1984 (Tas)*:

The Minister administering the *State Service Act 2000 (Tas)*.

6. SUPERSESSION

This award supersedes the General Conditions of Employment Award No. 3 of 2008 (Consolidated), Order No. 4 of 2008 and Order No. 5 of 2008.

PROVIDED that no entitlement accrued or obligation incurred shall be affected by the supersession.

7. DEFINITIONS

In this award, unless the contrary intention appears:

'Afternoon shift' means a shift terminating after 7.00 pm and at or before midnight.

'Continuous work' means work carried on with consecutive shifts of men throughout the 24 hours of each of at least six consecutive days without interruption except during

breakdowns or meal breaks or due to unavoidable causes beyond the control of the controlling authority or administering authority as the case may be.

'Controlling authority' in the case of an employee employed under the *Tasmanian State Service Act 1984* means the Minister administering that Act; and in the case of an employee employed under the *Tasmanian Development Act 1983* means the principal officer of the Tasmanian Development Authority, and in the case of an employee employed under the *Retirement Benefits Act 1993* the Retirement Benefits Fund Board.

'Employee' means a person permanently or temporarily employed under the provisions of the *Tasmanian State Service Act 1984*, or the *Tasmanian Development Act 1983* or the *Retirement Benefits Act 1993*.

'Field officer' means an employee so designated by the controlling authority and who is required to perform his duties without close supervision.

'Isolated area' means any area, centre, district or location, embraced by the Commonwealth Taxation Zone B prescription, together with such other areas, centres, districts or locations as may be approved by the Tasmanian Industrial Commission, including the following:

King Island, Flinders Island, Cape Barren Island, Maria Island and Bruny Island.

'Night shift' means a shift terminating after midnight and at or before 8.00 am.

'Normal salary rate' means an employee's normal salary exclusive of all allowances.

'Public holiday' means any day which is a bank holiday or bank part holiday under the *Bank Holidays Act 1919*, either throughout the State or in any particular locality thereof, or any specified day or specified part day appointed by the Governor as a holiday.

'Seven day shift worker' means a shift worker regularly rostered for duty in accordance with a roster covering a period of seven days per week.

'Shift worker' means an employee who is regularly required to undertake shift and/or weekend work (other than overtime) in accordance with a roster approved by the controlling authority concerned.

PART II – CONDITIONS OF EMPLOYMENT

1. CLOTHING

(a) Uniforms

- (i) Where an employee is required by the Head of Agency, with the approval of the controlling authority, to wear a uniform in the normal course of his official duties, such uniform shall be supplied free of cost to the employee.
- (ii) An employee supplied with a uniform, on leaving the service of his Agency shall, if required to do so by the controlling authority concerned, return such uniform or part thereof which is still in use by him immediately prior to his leaving.

(b) Protective Gear

- (i) Where, on the determination of the controlling authority concerned, an employee's official duties are such as to necessitate the wearing of protective clothing including wet weather gear such protective clothing or wet weather gear shall be supplied free of cost to the employee.

PROVIDED that a construction supervisor who satisfies the Head of Agency that the number of visits to construction sites likely to be made by him in the course of his employment will be such as to put him at substantially the same risk as permanent site workers shall be entitled to such protective clothing (including footwear) as the Head of Agency considers appropriate to the circumstances.

- (ii) An employee who is, pursuant to this subclause, supplied with protective clothing or wet weather gear, shall wear it in such a way as to achieve the purpose for which it is supplied.
- (iii) An employee supplied with protective clothing or wet weather gear on leaving the service of his Agency shall, if required to do so by the controlling authority concerned, return such protective clothing or wet weather gear which is still in use by him immediately prior to his leaving.

2. STATE SERVICE ACCUMULATED LEAVE SCHEME

An employee shall be entitled to participate in the State Service Accumulated Leave Scheme under the terms and conditions specified in this clause.

The scheme is to be known as the State Service Accumulated Leave Scheme (SSALS).

(a) Summary of Scheme

The SSALS allows Heads of Agency to approve Plans under which participating employees will, by taking a reduction in normal salary for a given period, become entitled at the end of that period to a pre-determined amount of special ("accumulated") leave during which they will be paid salary at the same reduced rate.

(b) Interpretation

The conditions and administrative arrangements in the SSALS are to be administered in conjunction with the *Tasmanian State Service Act 1984*, the Tasmanian State Service Regulations 1985, relevant Awards, Industrial Agreements, Administrative Instructions and Employment Instructions.

'Accumulated leave' means the period of time that is accumulated under the Plan as leave during a work period.

'Leave period' means the period specified in a Plan when a participating employee is absent from work on accumulated leave.

'Normal salary' means the salary that would be paid to a participating employee if that person was not participating in a Plan and includes salary expressed as an annual rate, fortnightly rate, weekly rate, daily rate or hourly rate. It includes all allowances that are paid as an annual rate, fortnightly rate, weekly rate, daily rate or hourly rate but not overtime payments and shift work penalty rates unless they are paid as a component of an annualised rate.

'Operational requirements' means the need to ensure that the Agency is to be operated as effectively, efficiently and economically as possible.

'Participating employee' means an employee whose election to participate in a Plan has been approved by their Head of Agency.

'Plan' means an arrangement in the SSALS consisting of a specified work period followed by a specified leave period.

'Work period' means the period specified in a Plan when an employee is at work.

(c) Plans

The SSALS consists of arrangements known as Plans. For example:

Work Period	Percentage of Normal Salary payable during the period of the Plan	Leave Period
Four Years	80% "The Four over Five Year Plan"	One Year
Three Years	75% "The Three over Four Year Plan"	One Year
Twenty Months	83.3% "The 20 over 24 Month Plan"	Four Months
Eighteen Months	75% "The 18 over 24 Month Plan"	Six Months
Forty Eight Weeks	92.3% "The 48 over 52 Week Plan"	Four Weeks
Forty Weeks	76.9% "The 40 over 52 Week Plan"	Twelve Weeks
(Other Plan) "A"	$\frac{A}{A+B} \times \frac{100}{1} = \dots\%$ (to one decimal place)	(Other Plan) "B"
..... Years Months Weeks	The over..... Year Month Plan" Week Year Months Weeks

(d) Application of SSALS

- (i) The Head of an Agency, after considering the operational requirements of the Agency, determines whether any Plan or Plans are to be available to employees in the Agency.
- (ii) A Head of an Agency may make any Plan or Plans available to employees in that Agency or an employee or employees can request the Head of Agency that a Plan be made available to them.
- (iii) A Plan may be made available to any permanent employee (full or part-time) including an employee who works shifts. A Plan may be made available to any temporary employee the term of whose contract of employment is sufficient to cover the period of the Plan.
- (iv) The Head of Agency determines:
 - (1) whether one or more Plans will be made available to all or only some of the employees;

- (2) whether particular Plans will be made available to particular categories of employees;
 - (3) whether quotas will apply to the number of employees who may participate in a Plan, and whether quotas will apply to any category of employees;
 - (4) the selection arrangements where quotas are imposed; and
 - (5) the commencement date of any Plan.
- (v) Where an employee participating in a Plan is promoted, transferred, seconded or otherwise moved either into another Agency or within their own Agency the Head of the Agency in which the employee is thereafter employed will, after consultation with the employee and taking into account the operational requirements of the Agency, determine whether or not the employee is able to continue on their Plan.
 - (vi) If the Head of Agency determines under subclause (d)(v) that the employee is not able to continue on their Plan, the Head of Agency may forthwith terminate the employee's Plan whereupon the employee becomes entitled to a period of accumulated leave which bears the same proportion to the total leave period of the Plan as the period worked under the Plan bears to the total work period, to be remunerated at the percentage of normal salary payable during the period of the Plan. The employee may apply to the Head of Agency at any time to take that leave, and it shall be granted as soon as can be, consistent with the operational requirements of the Agency.
- (e) How to Participate in SSALS
- (i) Where the Head of an Agency offers a Plan to an employee the employee may elect to participate in the Plan by lodging an election in writing with the Head of Agency in any form which the Head of Agency may approve.
 - (ii) The Head of the Agency may accept or reject an election to participate made in accordance with subclause (e)(i).
 - (iii) The Head of Agency will notify the employee in writing if the employee's election has been disapproved.
 - (iv) Where the employee's election is approved, the Head of Agency will endorse approval on the form of election which was lodged by the employee, and will provide the employee with a copy of that endorsed form.
 - (v) An employee's election under subclause (e)(i) does not entitle the employee to participate in a Plan until it is approved by the Head of Agency in accordance with subclause (e)(iv).

(vi) A participating employee wishing to withdraw from a Plan must apply in writing to their Head of Agency who may refuse the application if he or she considers such refusal to be reasonably required to meet the operational requirements of the Agency.

(f) Conditions and Administrative Arrangements

(i) Work Period to be completed prior to Period of Leave

The work period specified in a Plan must be completed before a participating employee can commence the leave period specified in that Plan.

(ii) Suspension of Plan

The Head of Agency on the application of the employee or otherwise can in writing suspend a Plan.

In deciding to suspend a Plan, either on application of the employee or otherwise, the Head of Agency will take into account the employee's circumstances and response to any proposal to suspend, and what is reasonably required to meet the operational requirements of the Agency. Suspension may occur either during the work period or the leave period of the Plan, and will be for such period as may be specified by the Head of Agency in the instrument by which the Plan is suspended.

Where the total period of the Plan comprises five years or more (for example a four over five Plan) the Plan may only be suspended with the agreement of the employee.

An employee is entitled to compensation for reasonable expenses incurred by the employee, but not otherwise recoverable, as a result of the Head of Agency's decision to suspend the Plan otherwise than on the application of the employee.

(iii) Accumulated Leave

Accumulated leave is to be managed in accordance with any legislative requirements and with any guidelines which may be issued by the relevant Head of Agency which are not inconsistent with the SSALS.

A record is to be kept to show at all times the exact amount of the accumulated leave for each participating employee.

On withdrawal from a Plan, the accumulated leave is to be taken immediately or either wholly or in part at a later time approved by the Head of Agency, at the percentage of normal salary payable during the period of the Plan. It is not to be paid out unless the participating employee's employment ends.

Where a participating employee moves to another Agency the exact amount of the accumulated leave and salary for that employee is to be transferred to that Agency not later than twenty working days after the date of movement.

(iv) Payment during the Leave Period

During the leave period the participating employee will receive salary at the percentage of normal salary payable during the period of the Plan. Normal employment conditions will apply as if the employee was on annual leave. An employee may, on request, receive a lump sum payment in either one or two instalments.

(v) Salary Increments

Salary increments will accrue throughout the period of a Plan.

(vi) Superannuation

Superannuation contributions are to be paid throughout the period of a Plan and in accordance with the rate of salary applicable under the Plan.

It is the responsibility of a participating employee to obtain any personal superannuation advice from the Retirement Benefits Fund Board or from the employee's own adviser(s).

A participating employee's superannuation contributions (where the employee is a contributor to a superannuation scheme other than Retirement Benefits Fund) and entitlements depends upon the employment arrangements for that employee.

An Agency's superannuation responsibilities and financial obligations for participating employees depends upon the nature of the employment arrangements for each participating employee.

(vii) Other Compulsory Deductions from Pay

Compulsory deductions from pay will be made throughout the period of a Plan.

(**'Compulsory deductions'** include garnishees, salary attachments, court orders, etc.)

(viii) Voluntary Deductions from Pay

Voluntary deductions from pay (including life insurance premiums, private health fund premiums, union membership fees etc) made by the Agency at the request of an employee will continue throughout the period of the Plan.

(ix) Administrative Records

An Agency administering a Plan must maintain proper separate records of accruals based upon that Plan.

(x) Recreation Leave

Recreation leave entitlements accrue throughout the period of the Plan and will be taken otherwise than during the leave period of a Plan at the percentage of normal salary payable during the period of the Plan. Whenever taken, entitlements will be deducted from credits in the normal manner.

(xi) Personal Leave

Personal leave entitlements taken during the period of a Plan will be taken at the rate of salary applicable under the Plan and will be deducted from credits in the normal manner.

Personal leave entitlements will accrue throughout the period of the Plan and access to those entitlements will be in accordance with the Tasmanian State Service Regulations and any relevant Award provisions.

(xii) Maternity Leave and Adoption Leave

Where a participating employee is absent on maternity leave or adoption leave, either within the work period of a Plan or during the leave period, the employee's participation in the Plan is not affected by that maternity or adoption leave. Salary arrangements established by the Plan apply during maternity or adoption leave.

(xiii) Other Leave

Payment of all other leave entitlements (including leave on account of special circumstances, bereavement leave, leave of absence with or without pay, Defence Force leave, leave for jury service, leave in lieu of overtime, etc) taken during the currency of a Plan will be at the rate of salary applicable under the Plan. Such entitlements will when taken be deducted from credits in the normal manner, and are to be taken otherwise than during the leave period of a Plan.

(xiv) Long Service Leave

Long service leave is provided for in the *Long Service Leave (State Employees) Act 1994*.

Long service leave entitlements accrue throughout the work period of a Plan. The leave period is not to be regarded as a period of employment in calculating length of employment for the purposes of the Act, but is not to be taken as interrupting the continuous employment of a participating employee.

Long Service leave entitlements are to be taken otherwise than during the leave period of a Plan.

Where a participating employee is absent on long service leave in the work period of a Plan the employee's participation in the Plan is not postponed for the duration of that long service leave, and salary is to be paid at the rate of salary applicable under the Plan.

(xv) State Service Holidays (Public Holidays)

The leave period of a Plan is to be extended by the number of State Service holidays (public holidays) falling within it.

(xvi) Workers Compensation

A Plan is to be suspended during any period of incapacity for which the worker is entitled to compensation under the provisions of the *Workers Rehabilitation and Compensation Act 1988*, effective from the day before the commencement of the period of incapacity and terminating upon the last day of the incapacity. Upon suspension of a Plan in accordance with this provision, the employee reverts to normal salary entitlement.

(xvii) Employment during Period of Leave

A participating employee shall not be employed elsewhere in the Tasmanian State Service during the leave period of a Plan.

Where a participating employee wishes to undertake employment outside the Tasmanian State Service during the leave period of a Plan, the employee is required to comply with the provisions of Section 79 of the *Tasmanian State Service Act 1984*.

(xviii) Cessation of Employment

Where a participating employee ceases to be employed in the Tasmanian State Service, the Plan will thereupon terminate and the Head of the Agency will pay in one lump sum to that former employee, or to that person's estate, the exact amount of that former participating employee's accumulated leave entitlement less the prescribed income tax and any other compulsory deductions not later than twenty working days after termination.

PART III –WAGE AND SALARY PROVISIONS

1. PAYMENT OF WAGES

- (a) Wages due to an employee including overtime shall be available not later than the usual time the employee ceases work at intervals of not more than two weeks and not later than Wednesday, except where it has been customary to pay on Thursday.

When a public holiday falls on a normal pay day wages shall be made available on the last working day prior to the public holiday.

- (b) Payment of wages shall be by cheque, electronic funds transfer or direct deposit. Payment by electronic funds transfer or direct deposit shall be into a banking or financial institution nominated by the employee.
- (c) (i) An employee kept waiting for payment of wages for more than a quarter of an hour after the usual time for ceasing work on the employees normal pay day, due to any action or default of the employer, shall be paid waiting time at the rate of time and one half for all time kept so waiting for his or her pay, irrespective of whether the employee waits at his or her normal place of employment.

PROVIDED that where the employees wages are paid within the first 15 minutes after the usual time of ceasing work, a minimum payment of 15 minutes shall be made in accordance with this provision.

Further such payment at the rate of time and one half shall continue during all ordinary hours of work on each succeeding day or days, up to a maximum of 6 hours per day, until such time as payment is made.

- (ii) Subject to subclause (c)(iii) the provisions of subclause (c)(i) shall not apply in circumstances whereby payment of wages is not made on pay day but the employer and employee agree to an alternative arrangement for payment.
- (iii) Should, however the employer fail to make payment in accordance with the terms of the alternatively agreed arrangement as provided for in subclause (c)(ii), the employee shall be deemed to have been kept waiting for payment since pay day and shall thereby be entitled to payments in accordance with subclause (c)(i) until such time as payment is effected.
- (iv) Allowances prescribed by any award, other than allowances linked to the employee undertaking additional responsibilities shall not be taken into account in the calculation of waiting time rates prescribed in subclause (c)(i).
- (v) No employee shall receive in the aggregate more than overtime rates for each hour the employee is kept so waiting, whether that employee is at work or not.

- (d) (i) An employee kept waiting for wages for more than a quarter of an hour after the usual time for ceasing work on the normal pay day due to circumstances beyond the control of the employer shall not be provided with waiting time payments as prescribed in subclause (c) of this clause.
- (ii) In circumstances where payment of wages is delayed due to reasons beyond the control of the employer, the employer shall do all things reasonable and possible to arrange an alternative method of payment as soon as it becomes known to the employer that the employees pay will be delayed.
- (e) (i) On pay day, the employer shall state in writing to the employee, the amount of wages to which he/she is entitled, the amount of tax deductions made therefrom, the amount of any other deductions made therefrom and the net amount being paid to him/her.
- (ii) Where the hourly rate, or the number of ordinary hours per week of an employee is changed or in the case of back monies due, annual leave payment and payment on termination, the employer shall state the particulars separately in writing.
- (f) (i) Where employment is terminated, all wages due shall, where practicable, be paid to the employee on the day of termination.
- (ii) If payment on the day of termination is not practicable, the controlling authority shall, on the next working day of the pay office, forward all wages due to the employee to the employee's recorded home address, or any other arrangement for payment as may be agreed between the controlling authority and the employee.

2. SUPPORTED WAGE SYSTEM

- (a) Eligibility Criteria
 - (i) Subject to this clause an employer may engage employees at a supported wage rate (as set out in subclause (c) of this clause) 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.
 - (ii) This clause does not apply to:
 - (1) any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation; or
 - (2) any provision of this award relating to the rehabilitation of employees who are injured in the course of their current employment.

(iii) This clause 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 including any incremental wage adjustment as may be prescribed by a relevant award applicable to the class of work for which the person is performing according to the following schedule:

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

PROVIDED that the minimum amount payable shall be not less than \$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 clause 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 clause 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 clause 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 subclauses (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.
- (vi) Work trials should include induction or training as appropriate to the job being trialed.
- (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (c) hereof.

PART IV – ALLOWANCES

1. FIRST AID CERTIFICATE ALLOWANCE

An employee holding a current St. John Ambulance First Aid Certificate, or a certificate deemed by the controlling authority to be equivalent thereto, who is nominated and required by the controlling authority to perform first aid duty, shall be paid an allowance of \$613.00 per annum.

2. COXSWAIN'S CERTIFICATE ALLOWANCE

An employee whose classification and/or training does not ordinarily comprehend the attainment of a Coxswain's Certificate and/or Engine Drivers' Certificate, but who in the performance of his duties may from time to time require a current Coxswain's and/or Engine Drivers' Certificate issued by the appropriate Navigation and Survey Authority, shall, upon the determination of the controlling authority, be paid an allowance at the rate of \$716.00 per annum.

3. DIVING ALLOWANCES

(a) Diving

An employee not classified as a Diver, but who is qualified to dive and is directed by his controlling authority to perform underwater duty, shall be paid an allowance at a rate not exceeding \$648.00 per annum.

PROVIDED that such employee shall only dive in safe working conditions. Responsibility for determining what constitutes safe working conditions shall rest upon the controlling authority or the appropriate inspecting authority as the case may be.

(b) Diving Operations Supervision

An employee who:

- (i) holds formal qualifications as a diving inspector; or
- (ii) is otherwise accredited as a diving inspector; and
- (iii) is in any case deemed by the Chief Executive of Tasmania Development and Resources to be suitably qualified and required to Act as an inspector of estuaries and inland waters diving operations;

shall be paid an allowance of \$643.00 per annum.

4. ELECTRICAL TRADES ALLOWANCES

(a) Electrical Tradesman

- (i) An electrical tradesman who holds an 'A' Grade Wireman's Licence shall be paid in addition to his normal salary rate an allowance of \$21.90 per week.
- (ii) An electrical tradesman who holds an Electronics Certificate and who meets fully the requirements as defined herein shall be paid a Special Class Electricians Certificate allowance of \$35.60 per week.

For the purpose of this paragraph **'Electrician Special Class'** means an electrical fitter or electrical mechanic who is mainly engaged on complex or intricate circuitry, or both, the performance of which work requires the use of additional knowledge as herein defined.

For the purposes of this paragraph **'additional knowledge'** means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by virtue of his:

- (1) having had not less than two years on-the-job experience as a tradesman working mainly on such complex or intricate circuitry work as will enable the tradesman to perform such work unsupervised where necessary and practicable; and
- (2) having, by virtue of either the satisfactory completion of a prescribed post-trade course in industrial electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience referred to in subparagraph (1) hereof, gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesman to examine, diagnose and modify systems comprising interconnected circuits.

For the purposes of this paragraph the following courses are deemed to be prescribed post-trade courses in industrial electronics:

- (A) the Post-Trade Industrial Electronics Course of the New South Wales Department of Technical Education;
- (B) the Industrial Electronics Course (Grades 1 and 2) as approved by the Education Department of Victoria;
- (C) the Industrial Electronics Course of the South Australian School of Electrical Technology;
- (D) the Industrial Electronics (Course 'C') of the Department of Education, Queensland;

(E) the Industrial Electronics Course of the Department of Technical and Further Education, Tasmania; and

(F) a Certificate in Electrical Engineering issued by a Technical and Further Education Institution.

(b) Licence Nominee

An employee who holds an 'A' Grade Wireman's Licence and is employed as an electrical mechanic and who is the nominee of the controlling authority or administering authority, as the case may be, of a hospital or institution registered with the Hydro Electric Commission as an electrical contractor, and provided such electrical mechanic is at all times acceptable to the said Commission, he shall be paid, whilst acting as such nominee, a licence nominee allowance of \$60.70 per week.

PROVIDED that this allowance shall apply to only one employee in each hospital or institution so registered, except that it may be extended to include a nominee, approved by the Hydro Electric Commission, on those occasions where such nominee is required to relieve the permanent nominee during periods of approved leave of absence exceeding five working days.

5. PLUMBER'S ALLOWANCES

(a) Plumber's Nominee

An employee who is a registered plumber, other than a Foreman Plumber (classified as such), and who is required to Act as the nominee of the Agency or State Authority and to assume responsibility in his own name for the plumbing work of that Agency or State Authority shall be paid, whilst acting as such nominee, an allowance of \$60.70 per week.

PROVIDED that a registered plumber relieving or acting in the capacity of Foreman Plumber shall not, whilst so acting, be eligible for any such allowance.

(b) Plumber's Registration

An employee who is a plumber registered as such by the appropriate State authority shall, in addition to his normal salary, be paid a Registration Allowance at the rate of \$23.60 per week.

6. LICENCE REIMBURSEMENT ALLOWANCE

An employee in an occupational group whose duties are such that he is not ordinarily expected to drive a motor vehicle to perform his duties, but through changed circumstances necessarily obtains and maintains a driving licence together with such endorsements as may be appropriate because he is assigned to duties requiring a

licence, shall be entitled to reimbursement of the cost levied by the licensing authority issuing such licence or endorsement.

Explanatory Note:

It is intended that this clause shall apply to a limited number of employees. It does not apply to Chauffeurs, Field Officers who regularly drive in their day-to-day duties, or to Nurses as a general occupational group, but some special classes of Nurses who are required as an incidental but necessary part of their duties to drive a motor vehicle might be eligible, eg Domiciliary Nurses. Domestic employed as visiting 'home helps' might be another example of those eligible for reimbursement.

7. LOCATION ALLOWANCES

(a) Camp

Where in the performance of their duties an employee is required to camp and tents or other means of accommodation are provided, and the employee is absent from their normal place of residence, the employee shall be paid a camp allowance in accordance with the following rates:

	Rates per Day \$
Where a cook is provided	27.55
Where a cook is not provided	33.85

Such allowance to be inclusive of all special conditions such as the carrying of tents and equipment, travelling over rough terrain and for work performed in severe climatic conditions.

(b) District

(i) The purpose of this General Allowance is to compensate for excess costs necessarily incurred by an employee living in an 'isolated area' and without limiting the foregoing includes partial reimbursement for STD, freight, fuel and depreciation costs.

- (ii) Where an employee is stationed in one or other of the following districts, the employee shall be paid an allowance in accordance with the following rates:

	Rate per Annum \$
(1) Category R	
Remote locations approved as such by the Tasmanian Industrial Commission including Bass Strait Islands, Maria Island, Bruny Island:	
Employee with dependent relatives residing with them	3364
Other (no dependents)	1681
(2) Category B	
Locations under the Commonwealth Taxation Zone B prescription:	
Employee with dependent relatives living with them	1681
Others (no dependents)	841
(3) Category S	
Special locations as may be approved by the Tasmanian Industrial Commission:	
Employee with dependent relatives residing with them	841
Others (no dependants)	420

- (iii) Where a part-time employee is eligible for an allowance under paragraph (ii) such allowance shall not be subject to any proportionate reduction.

PROVIDED that an employee who has dependants residing with the employee shall be regarded as an employee without dependants if their partner or spouse, of entitlement arising from employment, is in receipt of a district allowance.

PROVIDED FURTHER that a junior employee ineligible by age from holding a driving licence, shall be paid a rate calculated on the basis of the proportion that the junior employee's salary bears to the appropriate adult salary rate, provided that the junior employee shall in any case receive not less than 50 percent of the relevant single adult allowance.

PROVIDED ALWAYS that a junior employee qualified by age to hold a driving licence shall be paid the full adult single allowance.

PROVIDED that a part-time employee working in more than one part-time position shall not receive an allowance in excess of that paid to a full-time employee.

8. HIGHER DUTIES ALLOWANCE

- (a) Where an employee is directed by the controlling authority to perform temporarily the duties of an employee with a higher classification for a period of five days or more, that employee shall be paid an allowance equal to the difference between the employee's own salary and the minimum salary of the higher position.
- (b) Where an employee is directed by the controlling authority to perform temporarily a part of the duties of an employee with a higher classification for a period of five days or more, that employee will receive an allowance established by reference to the proportion that the duties assumed bear to the whole of the duties of the higher position and the difference between the employee's substantive salary and the minimum salary of the higher position.
- (c) Where an employee is promoted to a higher position in which that employee has previously been performing the duties in a temporary capacity, that employee will receive the increment to which the employee would normally have been entitled had the employee been promoted to the position at the commencement of the period of acting duty.
- (d) Where an employee continues to perform the higher duties as provided for in subclause (a) for a period of more than 12 months an increment if provided for in the higher classified position shall be paid.

PROVIDED that no employee shall be entitled to receive any increase in salary by virtue of this subclause unless, in the opinion of the controlling authority, his conduct, diligence and efficiency during the 12 months immediately prior to the date from which such increase would be payable shall have been satisfactory.

- (e) For the purposes of this clause reference to employee does not include temporary or casual employees.

9. MORE RESPONSIBLE DUTIES ALLOWANCE

- (a) Where, for a period of five days or more an employee is required to perform more responsible duties which are not capable of being paid for in Part IV Clause 8 - Higher Duties Allowance, subclauses (a) and (b), the controlling authority shall authorise a more responsible duties allowance.

The allowance shall be established by reference to the value of the more responsible duties involved.

- (b) For the purposes of this clause reference to employee does not include temporary or casual employees.
- (c) Where an employee receiving an allowance under Part IV Clause 8 - Higher Duties Allowance, and this clause, proceeds on approved leave, personal leave or leave in lieu of overtime, the employee will continue to receive that allowance provided that the duties continue after the period of such leave.
- (d) Payment for overtime shall be at the classification rate inclusive of the allowance provided in Part IV Clause 8 - Higher Duties Allowance, and this clause.

10. FOUL AND NAUSEOUS LINEN ALLOWANCE

- (a) An employee or relieving employee employed on the laundry staff of a hospital, home or institution, who is actually required to handle unusually foul or nauseous linen may, on the determination of the controlling authority or administering authority, as the case may be, be paid in addition to his normal salary an allowance of \$11.90 per week.

PROVIDED that this payment shall not apply to a Laundry Superintendent, Deputy Laundry Superintendent or other similar classification except when actually relieving the employee usually required to handle such foul or nauseous linen, but only as on and from the twentieth day of September 1983.

- (b) Utility Officers and Trade Instructors - Risdon Prison

Until further order a Senior Utility Officer or a Trade Instructor employed in Risdon Prison who is regularly required to clear blocked sewerage or other effluent discharge pipes, including laundry waste traps, shall be deemed to have qualified for payment of this allowance, for all purposes other than overtime or penalty addition.

11. TRAINING COURSES, CONFERENCE ALLOWANCE

An employee who is required or is authorised to attend either a training course, conference or other similar function where full accommodation is provided at no cost to such employee, he shall be paid an allowance for incidental expenses for each day of such attendance at the rate of:

	Rate per Day \$
Within this state	16.80
Outside this state	23.60

12. MEAL ALLOWANCES

- (a) Where an employee is required to commence duty at his headquarters not less than one and a half hours before, or to remain on duty for not less than one and a half hours after, the normal hours of duty, and that requirement necessitates his obtaining a meal away from home, that employee shall, subject to this subclause, be paid a meal allowance at the following rates:

	Rate of Allowance
Meal	\$
Breakfast	9.95
Lunch (or midday meal)	10.95
Dinner (or evening meal)	19.35

PROVIDED that where an employee who is required to work overtime on a Saturday, Sunday or public holiday, has been given prior notice thereof the previous day or earlier, he shall not be entitled to the payment of meal allowances BUT where such prior notice has not been given he shall attract such payment.

- (b) Where the duties of an employee require him to travel from his headquarters and he is more than 10 miles or 16 kilometres therefrom at his normal meal hour, that employee shall, subject to this subclause, be paid:

- (i) in the case of a meal purchased by the employee at any hotel, boarding house, or public eating place, a meal allowance at the following rates:

	Rate of Allowance
Meal	\$
Breakfast	9.95
Lunch (or midday meal)	10.95
Dinner (or evening meal)	19.35

- (ii) in the case of a meal provided by the employee himself, a meal allowance of \$3.55 for each meal so provided.

- (c) The meal allowances prescribed in this clause shall not be paid unless the Head of Agency in which the employee is employed is satisfied that the employee was required to perform his duties at such a place and time that it was not reasonably practical for him to return to his normal place of residence for a meal, and that the employee, in the case where a meal is purchased, did in fact incur the expense claimed, and unless:

- (i) in the case of breakfast, the employee was required to commence duty not less than one and a half hours before his normal hour for commencing duty; and

- (ii) in the case of dinner, the employee was required to remain on duty for not less than one and a half hours after his normal hour for ceasing duty.
- (d) A meal allowance in excess of or at variance with the rates set forth in this clause may be paid if, on the determination of the controlling authority concerned, special circumstances existed which justified the excess or variation.

13. TRAVEL ALLOWANCES

- (a) Excess Fares

An employee who in the normal course of employment is not required to travel to different locations for the performance of his duties, but with the knowledge and approval of the controlling authority, is required for short periods to attend work at a location other than his regular place of employment shall be paid such reasonable additional fares necessarily incurred.

PROVIDED that no employee shall be entitled to the benefits of this subclause for more than three months in any one continuous period.

- (b) Kilometrage

- (i) Required User

Where an employee is required in writing by the controlling authority to have available on a regular basis a private motor vehicle which the employee will be required to use for official purposes, and the employee agrees in writing so to do an allowance shall be paid for such use in accordance with the following rates:

Annual Kilometrage Travelled On Duty in a Financial Year	Cents per Kilometre	
	Rate 1 2 litres and above	Rate 2 Less than 2 litres
First 10,000 kilometres	71.81 (100%)	61.76 (86%)
Any additional kilometres	38.06 (53%)	33.03 (46%)

PROVIDED that where the controlling authority wishes to withdraw the requirement to provide a private motor vehicle then, except where special circumstances exist, at least one year's notice in writing shall be given, and the notice period shall be specified to end on 30 June.

- (ii) Occasional User

Where an employee is not required to provide a private motor vehicle for official use as prescribed in subclause (b)(i) of this clause, but otherwise receives approval from the controlling authority to use a private motor vehicle

for official purposes on an occasional basis, an allowance shall be paid in accordance with the following rates:

Annual Kilometrage Travelled on Duty in a Financial Year	Cents per Kilometre	
	Rate 3 2 litres and above	Rate 4 Less than 2 litres
First 10,000 kilometres	47.87 (100%)	41.17 (86%)
Any additional kilometres	25.37 (53%)	22.02 (46%)

- (iii) For the purposes of subclauses (b)(i) and (b)(ii) of this clause, the rates specified therein shall apply as follows:

RATES 1 and 3 Apply to motor vehicles generally recognised as having an engine capacity of 2:0 litres or more and include rotary engines.

RATES 2 and 4 Apply to motor vehicles generally recognised as having an engine capacity of less than 2:0 litres.

- (iv) The rates specified in subclauses (b)(i) and (b)(ii) of this clause, shall not be varied as a consequence of National Wage Case decisions. The rates shall be varied upon application subsequent to 30 March and 30 September of each year after the Hobart Transportation, Private Motoring subgroup, Consumer Price Index Numbers for the quarters ending 30 March and 30 September respectively, become available. The Rate 1 and Rate 3 variations for the first 10,000 kilometres travelled shall be calculated in accordance with the formula specified in decision T.33 of 1985 dated 13 June 1985.

Variations to the other rates specified in the tables in subclauses (b)(i) and (b)(ii) of this clause, shall be calculated by applying the percentage shown in brackets to the relevant first 10,000 kilometres rate (as varied) shown as 100 percent.

- (v) An employee shall not receive an allowance for kilometres travelled in excess of 16,000 kilometres in any one financial year unless authorised by the controlling authority concerned on the recommendation of the Head of Agency, to travel a greater distance in that year.

- (vi) In addition the following allowances shall be paid to employees:

- (1) Where stationed in Category R as provided in Part IV Clause 7 - Location Allowances, subclause (b)(ii)(1) thereof - \$24.70 per month plus \$9.90 per 1,600 kms travelled on duty.
- (2) Where stationed in Category B as provided in Part IV Clause 7 - Location Allowances,, subclause (b)(ii)(2) thereof - \$16.40 per month plus \$9.90 per 1,600 kms travelled on duty.

- (3) Where authorised to use a utility, four-wheel drive motor vehicle or any other special type of motor vehicle approved by the controlling authority concerned - \$9.90 per month.
- (4) Where authorised to use a trailer attached to the motor vehicle 2.97 cents for each kilometre travelled on duty with the trailer attached.
- (5) Where authorised to use a motor vehicle on work involving the regular carrying of heavy equipment - \$9.90 per month.
- (6) Where authorised to use a motor cycle - 9.67 cents for each kilometre travelled on duty.
- (vii) Where an employee is required to provide a private motor vehicle in accordance with subclause (b)(i) of this clause, and the distance travelled on duty in any financial year does not exceed 4,000 kilometres, the employee shall be paid an allowance calculated by multiplying the appropriate rate per kilometre by the difference between the actual number of kilometres travelled on duty during that year and 4,000 kilometres.
- (viii) Where a part-time employee is eligible for any payment under subclause (b)(vii) of this clause, such allowance shall be calculated on the proportion of the total hours worked in that year by the part time employee to the annual standard hours for a full time employee of the same classification.
- (ix) Unless otherwise directed by the controlling authority, kilometreage on duty shall be the distance travelled from an employee's place of employment to his or her destination and return to his or her place of employment.
- (x) A kilometreage allowance in excess of or at variance with the rates set forth in subclauses (b)(i) and (b)(ii) of this clause, may be paid if, on the determination of the controlling authority concerned, special circumstances exist which justify such excess or variation.

(c) Travelling

- (i) Employees travelling on duty who are required to remain away from their normal place of residence overnight shall be paid an allowance calculated in accordance with the following components:

Component	Within Tasmania \$	Outside Tasmania \$	Sydney \$	Melbourne \$
Overnight absence from normal place of residence	97.90	136.80	159.75	136.80
Breakfast (preceding or following an overnight absence) applicable hours 7.00 am- 8.30 am	16.00	16.00	16.00	16.00
Lunch (preceding or following an overnight absence) applicable hours 12.30 pm – 2.00 pm	14.25	14.25	14.25	14.25
Dinner (preceding or following an overnight absence) applicable hours 6.00 pm – 7.30 pm	30.35	30.35	30.35	30.35

PROVIDED that if the employee so wishes, he or she shall be allowed advance payment of the estimated allowance payable for the period of travel in question.

- (ii) In addition to the allowance available in accordance with subclause (c)(i) of this clause and provided the controlling authority is satisfied that the employee did incur the expense claimed, an employee shall be entitled to reimbursement of reasonable expenses incurred, as a result of his or her absence from the normal place of residence, for the following purposes:
- (1) a telephone call to the employee's spouse or children each 24 hours;
 - (2) dry cleaning or laundry required as the result of an extended absence.
- (iii) Notwithstanding subclause (c)(i) of this clause, where the controlling authority is satisfied that no reasonable alternative accommodation is available, the employee may be reimbursed for actual expenses incurred.
- (iv) Where an employee travels with a Judge or a Minister or in a representative capacity for the State, or on special duties as determined by the controlling authority, and thereby incurs additional expense, the employee may be paid such travelling allowance as may be determined by the controlling authority.

- (v) Where public transport is not conveniently available and employees in the performance of their duties find it necessary to hire other forms of transport, they shall, subject to the approval of the controlling authority, be reimbursed the actual costs incurred in the hiring of such transport.
- (vi) Where employees in the performance of their duties are required to be stationed temporarily at any place other than their usual headquarters for a period exceeding three weeks, and are absent from their normal place of residence, and have to procure board and lodging whilst so stationed, they shall be paid a travelling allowance at the following rates:
 - (1) for the first three weeks in accordance with the rates set forth in subclause (c)(i) of this clause; and
 - (2) thereafter, at such rate as the controlling authority concerned may determine.
- (vii) Where the controlling authority certifies that the duties of an employee involve systematic travelling, the controlling authority shall determine the rate to be paid to such employee within the limits of the rates set forth in subclause (c)(i) of this clause.
- (viii) Where an employee in the performance of his duties is required to travel:
 - (1) Within Australia (including Papua New Guinea and New Zealand) - by ship, aircraft, railway train, or other means of conveyance, where he is provided with meals and sleeping quarters, that employee, while so travelling, shall be paid a travelling allowance at the rate of:

Rates per day	
\$	
Within this State	15.25
Outside this State	21.35

- (2) Outside Australia, Papua New Guinea and New Zealand - that employee, while so travelling, shall be paid a travelling allowance at such rate as the controlling authority may approve.
- (ix) Where an employee is stationed on the Bass Strait Islands and enters upon leave of absence the employee shall, three times in every year, be paid the return fare reasonably incurred by the employee for themselves or for any dependent member of their family resident on the Bass Strait Islands, travelling from their station to the nearest seaport or airport on the mainland of this State. Such travel shall include travel via Melbourne when such indirect travel is the most expedient means of travelling to or returning from the nearest seaport or airport on the mainland of this State.

PROVIDED that:

- (1) an employee may in substitution for travel to the nearest seaport or airport in this State, travel to any other seaport or airport in this State or to Melbourne;
 - (2) for the purpose of obtaining emergency medical or dental treatment for an employee or dependent member of their family resident on the Bass Strait Islands an employee shall by way of reimbursement be paid the return fare reasonably incurred for travel from the employee's station to the nearest centre in this State, or to Melbourne, whereat such treatment can be obtained. Such reimbursement shall be in substitution for one or both of the return fares for the person concerned, more particularly set forth in this paragraph;
 - (3) the above entitlement is not cumulative, each year standing alone;
 - (4) no employee shall be eligible to receive payment for the return fares as set forth above unless such employee has first completed three months continuous service on one or other of the Bass Strait Islands.
- (x) (1) Where an employee is required in the performance of his duties, either on appointment or transfer, to move from his place of residence to another district, and:
- (A) he is unable to obtain accommodation for his family in that district and thereby incurs additional expense;
 - (B) there is available in that district for the employee's family only such accommodation as will involve the employee in excessive expenditure;

the controlling authority concerned may, on the recommendation of the Head of Agency, grant to such employee a special allowance at such rate as the controlling authority concerned may determine.

- (2) Such allowance shall be payable in the first instance for a period not exceeding three months as the controlling authority concerned may, as he deems necessary, extend such period for any number of additional periods not exceeding three months at any one time.
- (3) The controlling authority concerned may, at any time, increase, reduce or revoke any allowance granted under this paragraph.
- (4) An employee who receives an allowance under this paragraph shall immediately report to the controlling authority concerned any alteration of the circumstances in consideration of which such allowance was granted or renewed.

PART V - HOURS OF WORK AND OVERTIME

1. OVERTIME

- (a) A controlling authority may require any employee to work reasonable overtime, and such employee shall work overtime in accordance with the conditions hereinafter set forth.
- (b) No payment shall be made for overtime worked unless the overtime work performed is at the direction of the employee's supervisor who shall obtain prior approval from the controlling authority that such overtime be worked.
- (c) Subject to subclauses (e), (f) and (g) of this clause, an employee required to work overtime shall be entitled to payment for such overtime worked, in accordance with the following rates:
 - (i) Other than Shift Workers:
 - (1) Monday to Friday inclusive - at the rate of time and one-half of his/her normal salary rate for the first three hours, and double time thereafter;
 - (2) Saturdays and Sundays - at the rate of double his/her normal salary rate for all time so worked;
 - (3) Public Holidays - at the rate of double and one-half of his/her normal salary rate for all time so worked.

PROVIDED that an employee who holds a position which regularly requires him/her to work on public holidays shall, where mutually agreeable, be paid, in addition to any paid time-off in lieu granted, at the rate of time and a half of his/her ordinary rate for the first eight hours worked during his/her normal spread of hours, and thereafter in accordance with the overtime rates set forth in paragraph (i) hereof.

PROVIDED FURTHER that no employee shall receive in the aggregate more than the equivalent of double time and a half of his/her ordinary rate.

- (ii) Shift Workers

An employee required to work shift work for all time worked in excess of or outside the ordinary working hours prescribed, or on a shift other than a rostered shift shall:

- (1) if employed on continuous work (as defined) be paid at double his/her ordinary salary rate;
- (2) if employed on other than continuous shift work be paid from Monday to Friday, inclusive, at the rate of time and a half of his/her normal salary rate for the first three hours and double time thereafter, and for

overtime worked on his/her rostered day off or on a Saturday, Sunday or a public holiday, at the rate of double his/her normal salary rate, except in each case when the time is worked either by arrangement between the employees themselves or for the purpose of effecting customary rotation of shifts.

PROVIDED that when not less than eight hours notice has been given to the controlling authority by a relief employee that he/she will be absent from work and the employee whom he/she should relieve is not relieved and is required to continue to work on his/her rostered time off, the unrelieved employee shall be paid double time.

- (d) For the purpose of computing overtime, each day's work shall stand alone.
- (e) An employee's entitlement to payment for overtime worked shall be computed at his/her normal salary rate EXCEPT that:
 - (i) where, unless the controlling authority otherwise determines, such employee is in receipt of a salary of or exceeding the maximum salary entitlement payable to an Administrative and Clerical Employee Class VII under the Administrative and Clerical Employees Award, BUT not exceeding the maximum salary entitlement payable to an Administrative and Clerical Employee Class X of the said award, his/her entitlement to payment for overtime shall be computed at the rate of the maximum salary entitlement payable to an Administrative and Clerical Employee Class VII;
 - (ii) where the whole of or any portion of the staff of a State Service Agency or State Authority is required to perform overtime work of such a character as not to warrant the payment of the rates specified in subclause (c) of this clause, the controlling authority shall, subject to paragraph (i) hereof, determine the rate which shall be allowed, and such rate shall be applicable to all or any of the eligible employees engaged in such work, irrespective of any difference in the salary rate received by them respectively.
- (f) Employees who do not work under close supervision, or whose hours of duty are not specifically defined, shall be entitled to payment for overtime worked provided that such overtime is authorised by the controlling authority.

Such overtime may be compensated for in one of the following ways provided there is mutual agreement between the employee and the controlling authority:

- (i) Payment at appropriate overtime rates as set out in subclause (c) hereof.
- (ii) Time off in lieu at overtime rates as set out in subclause (c) hereof.
- (iii) A combination of paragraphs (i) and (ii) above.
- (iv) Payment of an allowance in settlement of any overtime worked.

PROVIDED that the method of compensation for field officers shall be agreed between the employee and controlling authority as soon as practicable after 1 July each year.

In special circumstances the agreement so reached may be varied by mutual consent.

In the context of the above 'authorised' shall mean verbal or written authorisation to complete or perform work recognised as overtime.

- (g) Employees in receipt of a salary in excess of the maximum salary entitlement determined for an Administrative and Clerical Employee Class X under the Administrative and Clerical Employees Award, shall not be entitled to payment for overtime worked.
- (h)
 - (i) No overtime work other than that of shift workers shall commence before 6.15 pm on any day except in cases of extreme urgency or in those cases where overtime is worked on a Saturday, Sunday or public holiday, or where in the opinion of the controlling authority special circumstances exist which warrant commencement at an earlier hour.
 - (ii) An employee other than a shift worker working overtime on a Saturday, Sunday or on a public holiday shall be entitled to a meal break of 30 minutes between the hours of 12 noon and 2.00 pm.

PROVIDED that such meal break shall not be regarded as time worked.

- (iii) Except in cases of extreme urgency, and with the prior approval of the controlling authority, an employee shall not be permitted or required to perform overtime work on more than four nights in any fortnight, or for more than eight hours in any one day.
- (i)
 - (i) When overtime work is necessary it shall, whenever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.
 - (ii) Employees who work so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least eight consecutive hours off duty between those times, shall, subject to this section, be released after completion of such overtime until that employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (iii) Subject to subclause (e) of this clause, if on the instructions of the controlling authority, employees resume or continue work without having had eight consecutive hours off duty, they shall be paid at double their normal salary rates until they have been released from duty for a continuous period of at least eight hours and they shall then be entitled to be absent until they have

had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (iv) This subclause shall not apply to an employee on standby who is recalled to duty unless that employee is required to work for an actual period of three hours or more on such recall or on each of such recalls.
- (v) Until otherwise determined by the Tasmanian Industrial Commission, this subclause shall not apply to field officers and employees who do not work under close supervision.
- (j) Where practicable an employee required to work overtime shall be given at least 24 hours notice prior to the commencement thereof.

2. SATURDAY, SUNDAY AND HOLIDAY WORK

(a) Saturday Work

The rate to be paid to an employee regularly rostered for duty (other than overtime work) on a Saturday, shall be time and a half of the employee's normal salary rate, but such rate shall be in substitution for, and not cumulative upon the shift allowances more particularly set forth in Part V Clause 3 - Afternoon, Night Shift Allowance.

PROVIDED that a shift worker on a rostered shift, the major portion of which falls on a Saturday, shall be paid the above rate for the whole of such shift.

(b) Sunday and Holiday Work

(i) Seven-day Shift Workers

Seven-day shift workers for work on a rostered shift, the major portion of which is performed on a Sunday or holiday (as prescribed) shall be paid at the rate of double time.

(ii) Other Shift Workers

Shift workers other than seven-day shift workers shall be paid for all time worked:

- (1) on a Sunday, at the rate of double the employee's ordinary salary rate, such rate to continue until the employee is relieved from duty;
- (2) on a holiday, at the rate of double time and one-half, such rate to continue until the employee is relieved from duty.

The above rates shall be in substitution for, and not cumulative upon the shift allowances more particularly set forth in Part V Clause 3 - Afternoon, Night Shift Allowance.

PROVIDED that where a shift commences before midnight on a Sunday or a holiday and where the major portion of such shift falls on the following day the time so worked before midnight shall not entitle an employee employed on such a shift to the Sunday or holiday rate.

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

where a shift worker is required to work on a holiday as herein prescribed and is granted time off in lieu thereof the above penalty rate shall not apply;

for the purpose of Part V Clause 1 - Overtime, Part V Clause 3 - Afternoon, Night Shift Allowance, Part V Clause 4 - Call Back Allowance, Part V Clause 5 - Standby, Availability Allowances and this clause '**shift worker**' means an employee who is regularly required to undertake shift work (other than overtime) in accordance with a roster approved by the controlling authority.

3. AFTERNOON, NIGHT SHIFT ALLOWANCE

An employee regularly rostered for duty on afternoon or night shifts shall be paid 15 percent more than the normal salary rate for such shifts.

4. CALL BACK ALLOWANCE

Where an employee:

- (a) to whom Part V Clause 5 - Standby, Availability Allowances subclause (b), of this award applies is recalled to work overtime; or
- (b) is recalled to work overtime after ceasing work without prior notice thereof to meet an emergency situation who is eligible, in accordance with Part V Clause 1 - Overtime of this award, for the payment of overtime worked;

shall in respect of the first recall be paid for a minimum of four hours at the appropriate overtime rate, and in respect of subsequent calls occurring during the four-hour spread of which a minimum payment has been attracted, no extra payment shall accrue until the time actually worked exceeds four hours. Payment for all recalls occurring outside the first minimum payment spread shall be calculated at the appropriate overtime rate for actual time worked. Time reasonably spent in travelling to and from work shall be regarded as time worked.

PROVIDED that where an employee by custom and practice returns to work for short periods to perform specific duties such as the checking of equipment or machinery, security or caretaking-type duties and the like, shall on the determination of the controlling authority be excluded from the provision of this clause.

5. STANDBY, AVAILABILITY ALLOWANCES

(a) Standby

An employee authorised by the controlling authority regularly rostered on an approved roster for standby duty to meet emergency situations, who is required to standby at his home on immediate call and may be required for immediate recall to duty, shall:

- (i) if not required to commence work, be paid equivalent to six hours at his normal salary rate; or
- (ii) if required to commence work, be paid in accordance with Part V Clause 4 - Call Back Allowance of this award.

PROVIDED that in paragraphs (i) and (ii) hereof there be a minimum payment of \$43.50.

(b) Availability

An employee other than an employee to whom subclause (a) of this clause relates, who is directed by his Head of Agency or State Authority, as the case may be, to remain at home or within close telephone contact thereof and hold himself in readiness to return to work without delay or within a reasonable time of being recalled or to monitor telephone calls and/or attend to after hours calls if required, shall be paid an allowance of \$1.34 cents per hour, with a minimum payment of \$15.55 per day.

Savings Provision

An employee who, prior to the beginning of the first full pay period commencing on or after the first day of January 1984, was rostered for standby duty and entitled to payment therefore under the terms of the Public Service Conditions of Service (Miscellaneous Provisions) Principal Award (now rescinded) shall until further order, if performing the same duties as before and for which he would now qualify for the above availability allowance, be entitled in any case to a minimum daily payment of \$38.35 for each day of rostered availability duty.

PART VI – LEAVE AND HOLIDAYS WITH PAY

1. HOLIDAYS WITH PAY

- (a) Pursuant to Section 53(1)(2) of the *State Service Act 2000* employees are entitled to the following as Holidays with Pay:

New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, Queen's Birthday, Show Day, Cup Day, Hobart Regatta Day (south of Oatlands), Recreation Day (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day;

or any other days as may be deemed to be publicly observed as the above listed State Service Holidays by the application of the Act.

PROVIDED if by an Act of the State Parliament or by a State Proclamation a day is substituted for any of the Holidays with Pay listed above, the day that is substituted will be observed.

- (b) Notwithstanding subclause (a) of this clause employees may be required to attend for work as prescribed by Section 53(4) of the *State Service Act 2000* during any of the Holidays with Pay listed above.

PROVIDED that this clause does not affect the right to pay casual employees a loading in lieu of Holiday with Pay entitlements in accordance with award provisions to that effect.

PROVIDED FURTHER all employees will be entitled to one local show day. It will be 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 any other day that in the absence of a local show day is agreed to between the employee and the employer.

2. 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 spouse or a child who has previously lived continuously with the employee for a period of sixth months.

- (ii) For the purposes of this clause, 'continuous service' is work for an employer on a regular and systematic basis including any period of authorised leave or absence.
- (iii) **'Eligible casual employee'** means a casual employee employed during a period of at least 12 months, either:
 - (1) on a regular and systematic basis for several periods of employment; or
 - (2) on a regular and systematic basis for an ongoing period of employment, and who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- (iv) **'Employee'** includes full time, part time, permanent, fixed term and "eligible" casual employees.
- (v) **'Expected date of birth'** means the day certified by a medical practitioner to be the day on which the medical practitioner expects the employee or the employee's spouse, as the case may be, to give birth to a child.
- (vi) **'Normal rate of pay'** means an employee's rate of salary and includes allowances which would have continued to be paid but for taking parental leave.

The normal rate of pay for a part-time employee with variable hours of work is calculated as the greater of the following:

- (1) the average of the hours worked by the employee over the preceding 12 months or;
 - (2) the actual hours of work at the time of commencement of leave.
- (vii) **'Parental Leave'** means adoption leave, maternity leave, special maternity leave and paternity leave, as appropriate.
 - (viii) **'Personal Leave'** for the purposes of this clause means absence due to personal illness or injury.
 - (ix) **'Spouse'** means a person who is married or a person who is in a significant relationship within the meaning of the *Relationships Act 2003*.

A **'significant relationship'** is a relationship between two adult persons who:

- (1) have a relationship as a couple; and
- (2) are not married to one another or related by family.

- (x) **'Primary Care Giver'** means a person who assumes the principal role of providing care and attention to a child. The employer may require confirmation of primary care giver status.
- (xi) **'State Service'** means an organisation listed in Schedule 1 of the *State Service Act 2000*

(b) Entitlement

(i) After 12 months continuous service parents are entitled to a combined period of up to 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of a child. For females, maternity leave may be taken and for males paternity leave may be taken. Adoption leave may be taken in the case of adoption.

(ii) Parental leave is only available to one parent at a time in a single unbroken period, except both parents are entitled to access simultaneous parental leave in the following circumstances:

- (1) for maternity and paternity leave an unbroken period of up to one week at the time of the birth of the child which includes one day of paid leave for the partner to attend 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) Right to request

- (1) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:
 - (A) to extend the period of simultaneous unpaid parental leave provided for in this clause up to a maximum of eight weeks; and/or
 - (B) to extend the period of unpaid parental leave provided for in this clause by a further continuous period of leave not exceeding 12 months;

to assist the employee in reconciling work and parental responsibilities.

- (2) The employer is to consider a request, according to this clause and 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.

- (iv) An employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.
- (v) An employee employed for a fixed term contract has the same entitlement to parental leave, however the period of leave granted is not to extend beyond the term of that contract.

(c) Maternity Leave

After twelve months continuous service an employee is entitled to 12 weeks paid maternity leave which forms part of the 52 week entitlement provided in clause (b)(i).

- (ii) The rate of pay for the period of paid absence is the normal rate of pay, as defined, for that employee.
- (iii) An employee is to provide written notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
 - (1) at least ten weeks notice of the expected date of birth in a certificate from a registered medical practitioner stating that the employee is pregnant;
 - (2) at least four weeks notice of the date on which the employee proposes to commence maternity leave and the period of leave to be taken.
 - (3) particulars of any period of paternity leave sought or taken by her spouse.
- (iv) An employee is not in breach of this clause if failure to give the required notice is due to confinement occurring earlier than the presumed date.
- (v) Subject to subclause (c)(i) and unless agreed otherwise between the employer and employee, an employee may commence maternity leave at any time within six weeks immediately prior to the expected date of birth.
- (vi) An employee who continues to work within the six week period immediately prior to the expected date of birth, or an employee who elects to return to work within six weeks after the birth of the child is required to provide a medical certificate to the employer stating that she is fit to work on her normal duties.

(d) Special Maternity Leave

- (i) An employee who has not yet commenced maternity leave and who suffers an illness related to her pregnancy or is required to undergo a pregnancy related medical procedure is to be granted any paid personal leave to which she is

entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work.

- (ii) Where a pregnancy related illness or medical procedure is continuous with the commencement of maternity leave the aggregate of paid personal leave, special maternity leave and parental leave, including parental leave taken by a spouse, is not to exceed 52 weeks.
- (iii) Where the pregnancy of an employee terminates other than by the birth of a living child, not earlier than 20 weeks before the expected date of birth the employee is entitled to up to 52 weeks parental leave, including 12 weeks paid maternity leave, certified as necessary by a registered medical practitioner.

(e) Paternity Leave

An employee is to provide to the employer at least ten weeks notice prior to each proposed period of paternity leave, with:

- (i) a certificate from a registered medical practitioner which names the other parent, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- (ii) An employee is to provide written notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
 - (1) the proposed dates to start and finish the period of paternity leave; and
 - (2) that the period of paternity leave will be taken to become the primary care-giver of a child; and
 - (3) particulars of any period of parental leave sought or taken by the other parent.

An employee is not in breach of subclause (e) if the failure to give the required period of notice is due to the birth occurring earlier than expected, or due to the death of the mother of the child, or other compelling circumstances.

(f) Adoption Leave

- (i) After twelve months continuous service an employee identified as the primary care giver is entitled to 12 weeks paid adoption leave, which forms part of the 52 week entitlement.
- (ii) An employee is to 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 than expected.

- (iii) Before commencing adoption leave, an employee is to provide the employer with a statutory declaration stating:
 - (1) the employee is seeking adoption leave to become the primary care-giver of the child; and
 - (2) particulars of any period of adoption leave sought or taken by the employee's spouse.
- (iv) An employer may require an employee to provide confirmation of the placement from the appropriate government authority.
- (v) Where the placement of a child for adoption with an employee does not proceed or continue, the employee is to notify the employer immediately and the employer is to nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- (vi) An employee is not in breach of this clause as a consequence of failure to give the required periods of notice if the failure is due to a requirement of an adoption agency to accept earlier or later placement of a child, or due to the death of a spouse, or other compelling circumstances.
- (vii) An employee seeking to adopt a child is entitled to unpaid leave to attend any compulsory interviews or examinations that are necessarily part of the adoption procedure. The employee and the employer are to 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. If available paid leave, other than personal leave, may be taken instead.
- (viii) Adoption leave with pay may be granted in cases where a child is over 5 years of age and special circumstances exist.

(g) Variation of Period of Parental Leave

With the agreement of the employer an employee may shorten or extend the period of parental leave, provided the maximum of 52 weeks is not exceeded. Any such change is to be notified at least four weeks prior to the commencement of the requested changed arrangements.

(h) Parental Leave and Other Entitlements

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

- (ii) Unpaid leave
 - (1) A period of unpaid leave is available according to this clause and may form part of an employee's parental leave entitlement.
 - (2) Any period of parental leave without pay in excess of 20 working days is regarded as leave without pay for accrual purposes, including for annual leave, personal leave and long service leave but does not break an employee's continuity of service.

- (i) Transfer to a Safe Job
 - (i) 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 is to be transferred to a safe job, if the employer deems it practicable, until maternity leave commences.
 - (ii) 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 time as is certified necessary by a registered medical practitioner.

- (j) Returning to Work After a Period of Parental Leave
 - (i) An employee is to notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
 - (ii) An employee is to notify of their intention to return to work on a part-time basis after a period of parental leave at least 8 weeks prior to the expiration of leave to enable the employer to satisfy the requirements of these provisions.
 - (iii) When an employee returns to work after a period of parental leave an employee is entitled to undertake the duties allocated to the position which they held immediately before proceeding on parental leave and which the employee would have continued to undertake but for taking parental leave:
 - (1) if the female employee was moved to safe duties because of the pregnancy – immediately before the move; or
 - (2) if the female employee began working part-time because of the pregnancy – immediately before the part-time work began; or
 - (3) otherwise – immediately before the employee commenced maternity leave, except duties for which the employee was in receipt of a higher or more responsible duties allowances, unless the employee resumes those duties upon returning to work.

(iv) If those duties no longer exist, the employer is to assign similar duties at the same classification, as appropriate, to the employee.

(k) Right to Request

(i) An employee entitled to parental leave pursuant to the provisions of clause (b)(i) may request the employer to allow the employee 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 is to 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 suitable replacement staff, loss of efficiency and effectiveness, the specialised nature of the work and the impact on customer service.

(iii) An employee may return to work on a modified basis that may involve the employee:

(1) working on different days or at different times, or both; and/or

(2) working on fewer days or for fewer hours or both, and/or

(3) undertaking different duties at the same classification;

than the employee worked immediately before commencing parental leave, other than for an employee to whom subclause (i) applied.

(l) Replacement Employees

(i) A replacement employee is an employee specifically engaged or promoted or transferred for a fixed-term as a result of another employee proceeding on parental leave.

(ii) Prior to engagement, a replacement employee is to be informed of the fixed-term nature of the employment and of the rights of the employee who is being replaced, including that the engagement may be subject to variation according to subclause (g) and the right to request provisions of subclause (b)(iii).

(iii) Nothing in this subclause is to be construed as requiring an employer to engage a replacement employee.

(m) Communication During Parental Leave

- (i) Where an employee is on parental leave and a decision has been made to introduce significant change at the workplace, the employer is to take reasonable steps to:
 - (1) make information available in relation to any significant effect the change is to have on the status or responsibility level of the duties allocated to the position the employee held before commencing parental leave; and
 - (2) provide an opportunity for the employee to discuss any significant effect the change is to have on the status or responsibility level of the duties allocated to the position the employee held before commencing parental leave.
- (ii) The employee is to 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 is to also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with (m)(i) above."

3. PERSONAL LEAVE

The provisions of this clause apply to permanent and fixed-term employees but do not apply to casuals. The entitlements of casual employees are set out in clause (p).

(a) Definitions

- (i) **'Health Practitioner'** means a registered health practitioner registered or licensed as a health practitioner under an appropriate law of the State of Tasmania.
- (ii) **'Household'** in respect of an employee means any person or persons who usually reside with the employee.
- (iii) **'Immediate family'** in respect of an employee includes:
 - (1) spouse (including a former spouse) of the employee. Spouse means a person who is married or a person who is in a significant relationship within the meaning of the *Relationships Act 2003*.

A significant relationship is a relationship between two adult persons who:

- (A) have a relationship as a couple; and
 - (B) are not married to one another or related by family.
- (2) child or an adult child (including an adopted child, a step child or an exnuptial child), parent (including foster parent step parent or legal guardian), grandparent, grandchild, sibling or step sibling, of the employee or employee's spouse.
- (iv) **'Medical Certificate'** issued by a registered health practitioner is taken to be a medical certificate for the purpose of this clause if it is issued in respect of the area of practice in which the practitioner is registered or licensed under an appropriate law of the State of Tasmania that provides for the registration or licensing of health practitioners.
- (v) **'Personal Leave'** means leave provided for:
 - (1) personal illness or injury; or
 - (2) to care for members of their immediate family or household who are sick and require care and support; or
 - (3) to care for members of their immediate family or household who require care due to an unexpected emergency.
- (b) Amount of Personal Leave
 - (i) Personal leave is available to an employee, when the employee is absent:
 - (1) due to personal illness or injury; or
 - (2) 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.
 - (ii) Personal leave accrues according to length of service. Part time employees are entitled to the same personal leave credits as a full time employee but on a pro-rata basis according to the number of hours worked compared to full time employees. Payment for personal leave will only be made for those hours that would normally have been worked had the employee not been on personal leave.
- (c) Personal Leave Triennium Entitlement for Permanent Employees

The entitlement to personal leave for an employee who is employed on a permanent full-time basis is credited in advance and:

- (i) is provided on a three-year or triennial cycle, and commences on the first day of employment and on the 3rd, 6th, 9th and every third anniversary of employment thereafter.
- (ii) each three year cycle is separate and is not cumulative to each three year period.
- (iii) is renewed according to the triennial cycle, except for a variation on the 5th and 10th anniversary of appointment when the entitlement increases;
- (iv) if personal leave with full pay is exhausted in any triennial period personal leave is available at half pay and without pay;
- (v) personal leave is managed according to the following table:

	Full pay	Half pay	Without pay
First year of service a credit is provided.	22 days	44 days	132 days
On the 3rd anniversary of service the existing balance is replaced and a new credit is provided.	22 days	44 days	132 days
On the 5th anniversary of service a new credit is added with the existing balance remaining.	Add 44 days to existing balance	Add 22 days to existing balance	Credit remains 132 days
On the 6th anniversary of service the existing balance is replaced and a new credit is provided.	66 days	66 days	132 days
On the 9th anniversary of service the existing balance is replaced and a new credit is provided.	66 days	66 days	132 days
On the 10th anniversary of service a new credit is added with the existing balance remaining.	Add 66 days to existing balance	No change to existing balance	Reduce credit by 66 days
On the 12th anniversary of service the existing balance is replaced and a new credit is provided.	132 days	66 days	66 days

This cycle is repeated every three years on the anniversary of service.

(d) Personal Leave Entitlement for Fixed Term Employees

The entitlement to personal leave for an employee who is employed on a full-time fixed term basis is credited in advance after 20 working days of service and:

- (i) provides for 10 days leave for each full year of service;
- (ii) unused personal leave credits accumulate and carry forward each year;
- (iii) if in any personal leave year personal leave with full pay is exhausted personal leave without pay is available provided the absences are appropriately certified by a registered health practitioner;
- (iv) a period of personal leave does not extend the period of employment;
- (v) for employees employed for less than 12 months personal leave is credited in direct proportion of their employment compared to full time equivalent employment.
- (vi) A fixed term employee who has completed:
 - (1) 12 months continuous service and is likely to complete a further three years' continuous service, as certified by the employer; or
 - (2) four years continuous service;

is entitled to personal leave according to subclause (c), as if that employee was a permanent employee.

(e) Conversion from Fixed Term Employment to Permanent Employment Status

- (i) A fixed-term employee who becomes a permanent employee is entitled to personal leave according to subclause (c), as if the employee had been appointed as a permanent employee on the first day of continuous service and calculations of entitlements are to be made accordingly.
- (ii) A fixed-term employee to whom subclause (e)(i) applies and who otherwise would have received a greater entitlement as a fixed term employee is to receive that entitlement if personal leave in excess of the entitlement of subclause (c) is required.
- (iii) An employee to whom subclause (e)(ii) applies is entitled to personal leave at half-pay and without pay appropriate to their years of service in accordance with subclause (c) if personal leave on full pay is exhausted.

(f) The effect of Workers Compensation

An employee is not entitled to take paid personal leave for a period during which the employee is receiving workers' compensation.

(g) Personal Leave for Personal Injury or Sickness

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

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

(i) An employee is entitled to use up to 10 days personal 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.

(ii) Leave may be taken for part of a single day.

(iii) 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 clause (h)(i), beyond the limit set out in clause (h)(i). In such circumstances, the employer and the employee will agree upon the additional amount that may be accessed.

(i) Sole Person Accessing Leave

In normal circumstances an employee is not to take leave for caring purposes where another person has taken leave to care for the same person.

(j) Employee Must Give Notice

An employee is required to provide notice in writing for leave to be approved.

(i) An employee absent on personal leave for personal injury or illness (except in exceptional circumstances) must inform the employer of the employee's inability to attend for duty within two hours of commencement time of normal duty on the day of the personal leave absence.

As far as practicable the employee is to state:

(1) the nature of the injury or illness and;

(2) the estimated duration of the absence.

(ii) As far as practicable an employee taking 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 is to give the employer:

(1) notice prior to the absence of the intention to take leave;

- (2) the name of the person requiring care and their relationship to the employee;
 - (3) the reasons for taking such leave; and
 - (4) the estimated length of absence.
- (iii) If it is not practicable for the employee to give prior notice of the absence, the employee must notify the employer at the earliest opportunity on any day leave is required and provide an estimation of the length of leave required.

(k) Evidence Supporting Claim

Subject to subclause (l) when taking personal leave the employee is to prove to the satisfaction of the employer that the employee was unable to attend duty on the day or days on which personal leave is claimed.

- (i) Where evidence is required and where reasonably practicable to do so;
 - (1) An employee absent on account of personal injury or illness is to provide a medical certificate from a registered health practitioner
 - (2) Where taking leave to care for members of immediate family or household who are sick and require care and support the employee is to provide a medical certificate from a registered health practitioner stating the illness of the person concerned and that such illness requires care by the employee
 - (3) Where taking leave to care for members of immediate family or household who require care due to an unexpected emergency, the employee is to provide documentation acceptable to the employer stating the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- (ii) If it is not reasonably practicable for the employee to give the employer a medical certificate a statutory declaration made by the employee, stating the illness of the person concerned and where applicable that such illness or unexpected emergency requires care by the employee.

(l) Days Without Medical Certificate for Personal Injury or Illness

- (i) Where leave is granted under this clause for personal leave for personal illness or injury for a period of three or more consecutive working days, the third and subsequent days are without pay unless the leave is supported by a medical certificate from a registered health practitioner.
- (ii) A medical certificate is required for each personal leave absence for personal illness or injury after the employee has taken an aggregate of five working days without a medical certificate in any personal leave year.

(m) Calculation of Personal Leave Year

- (i) A personal leave year for the purpose of this clause means 12 months of continuous paid employment from the commencement of employment including periods of paid leave.
- (ii) For any period of leave without pay, excluding personal leave without pay as prescribed, taken by an employee of more than 20 working days in aggregate in any personal leave year the whole of that period is not to count as service for the purpose of calculating the personal leave accrual date.

(n) Verification of Illness

Personal leave on account of personal illness or injury will not be granted to an employee who is suspected of being absent from duty without sufficient cause, and in order to satisfy the employer that there was or was not sufficient cause, the employer may direct an employee to undergo a medical examination by a registered health practitioner selected and paid for by the employer at any reasonable time and place and with reasonable notice.

(o) 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 will agree on the period. In the absence of agreement, the employee is entitled to take up to two working days per occasion, provided the requirements of subclauses (j) and (k) are met.

(p) Casual Employees – Caring Responsibilities

- (i) Subject to the evidentiary and notice requirements in subclauses (j) and (k) casual employees 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.
- (ii) The employer and the employee are to 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 two working days per occasion. The casual employee is 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 entitlement provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

4. BEREAVEMENT LEAVE

The provisions of this clause apply to permanent and fixed-term employees but do not apply to casuals. Part time employees accrue bereavement leave in proportion to hours worked compared to full time employees. The entitlements of casual employees are set out in subclause (f).

(a) Definitions

(i) **'Household'** in respect of an employee means any person or persons who usually reside with the employee.

(ii) **'Immediate family'** in respect of an employee includes:

(1) spouse (including a former spouse) of the employee. Spouse means a person who is married or a person who is in a significant relationship within the meaning of the *Relationships Act 2003*.

A significant relationship is a relationship between two adult persons who:

(A) have a relationship as a couple; and

(B) are not married to one another or related by family.

(2) child or an adult child (including an adopted child, a step child or an exnuptial child), parent (including foster parent step parent or legal guardian), grandparent, grandchild, sibling or step sibling, of the employee or employee's spouse.

(b) Paid Leave Entitlement

In the event of the death of a member of the employee's immediate family or household an employee will be granted bereavement leave upon application being made to and approved by the employer without loss of pay or entitlement to continuous service for a period of up to ten days with the discretion of the employer to grant additional paid leave.

(c) This clause has no application where it coincides with any other entitlement to another period of paid leave.

(d) **PROVIDED** that no payment will be made in respect of the employee's rostered days off.

(e) Evidence Requirements

The employer may request evidence of death in the form of a death notice, or other written evidence furnished by the employee to the satisfaction of the employer.

(f) Unpaid Bereavement Leave

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

(g) Casual Employees

- (i) Subject to the evidentiary requirements in clause (e), casual employees 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 will 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 two days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) The employer must not fail to re-engage a casual employee because the employee accessed the entitlement provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

5. RECREATION LEAVE

(a) Entitlement to Recreation Leave

- (i) A full time employee is entitled to 20 days of recreation leave excluding State Service Holidays as prescribed by Clause 1 of this Part for each twelve month period of continuous service (less the period of recreation leave).
- (ii) Seven Day Shift Workers (as defined) are entitled to an additional 5 days of recreation leave, excluding State Service Holidays as prescribed by Clause 1 of this Part, for each twelve month period of continuous service.
- (iii) An employee with twelve months continuous service who is engaged for part of a twelve monthly period as a seven day shift worker is entitled to additional recreation leave for each period the employee is engaged as a shift worker in proportion to the time worked compared to a full-time shift worker.
- (iv) Part-time employees shall be entitled to recreation leave prescribed in sub-clause (a)(i) or (a)(ii) of this clause in proportion to the hours worked compared to full-time employees.
- (v) Casual Employees are not entitled to recreation leave.

(b) Payment for the Period of Recreation Leave

The rate of salary for an employee during a period of recreation is the normal rate of salary the employee would have received for the ordinary hours of duty during the relevant period.

(c) Calculation of Continuous Service for the Accrual of Recreation Leave

- (i) Service is to be deemed continuous for absences from work on account of any paid leave;
- (ii) Any period of leave of absence without pay of more than twenty working days in aggregate in a personal leave year is not to be deemed continuous service;

for the purposes of recreation leave accrual.

(d) Maximum Accrual of Recreation Leave

An employee is not to accrue more than two years entitlement to recreation leave. The employer is to make arrangements with the employee to take recreation leave in the next year of accrual. The arrangement agreed to between the employee and the employer for the taking of excess accrued recreation leave must be adhered to.

(e) Employer is to enable recreation leave to be taken

- (i) The employer is to make such arrangements as are practicable to allow each employee in an Agency leave of absence annually for recreation and may, where necessary, cause a roster to be prepared at the commencement of each year allocating recreation leave to the employees in an Agency in respect of that year.
- (ii) If it is not possible to grant leave of absence for recreation to an employee in any one year, due to the requirements of an Agency in which the employee is employed or for any other sufficient reason, the employer may permit leave to be taken by the employee in the subsequent year in addition to the recreation leave for that year.
- (iii) For the purposes of sub clause (d) the total number of days of recreation leave that an employee may have accumulated at the end of a year is not to exceed the recreation leave that the employee is entitled to for 2 leave years.
- (iv) If an employee is unable to take leave of absence for recreation for 2 leave years due to the requirements of the Agency in which the employee is employed, the employer is to make arrangements for the employee to take that leave of absence for recreation during the next leave year and the employee is to take that leave of absence for recreation as so arranged by the employer.

(f) Personal Leave Requirements During Recreation Leave

- (i) An employee who is injured or ill, or is required to care for a member of the employee's immediate family or household while absent on recreation leave may, on written application to the employer, be credited with a period of annual leave equal to the number of working days for which the employee was injured or ill, or required to care for a member of the employee's immediate family or household.
- (ii) Where, in accordance with sub-clause (f)(i) above, the employer re-credits an employee with recreation leave, a deduction of that number of days will be made from any personal leave credit to which the employee is entitled.
- (iii) An application made under sub-clause (f)(i) of this clause is to be accompanied with a certificate from a registered health practitioner.

(g) Allowance in Lieu of Recreation Leave on Termination

- (i) After twenty consecutive working days of service, an employee whose employment is terminated will be paid an allowance in lieu of any accrued recreation leave.
- (ii) The allowance is the normal rate of annual salary, determined in accordance with sub-clause (b) of this clause, payable to the employee at the time of termination.

(h) Recreation Leave in Advance of Accrual

- (i) The employer may allow an employee recreation leave in whole or in part in advance of the accrual of leave. In this case the accrual of recreation leave is suspended until the period of leave taken in advance has been restored by time worked.
- (ii) Where recreation leave or part of it has been granted pursuant to subclause (h)(i) before the right to it has accrued, and the employee employment is terminated before completing the twelve months continuous service in respect of the leave that was granted, and the amount paid by the employer to the employee for the annual leave or part taken in advance exceeds the amount which the employer is required to pay to the employee under sub-clauses (g)(i) and (g)(ii) of this clause, the employer shall not be liable to make any payment to the employee under subclauses (g)(i) and (g)(ii) of this clause, and shall be entitled to deduct the amount of excess from any remuneration payable to the employee upon the termination of employment.

(i) Time of taking Recreation Leave

Recreation Leave will be taken at a time or times mutually agreeable between the employer and the employee. Where no agreement can be arrived at recreation

leave will be given at a time fixed by the employer within a period not exceeding six months from the date when the right to recreation leave has accrued and not less than four weeks notice to the employee.

(j) Closure of State Service Offices

- (i) The employer may determine to close any or all State Service Offices between the period commencing on Christmas Day and ending on New Year's Day inclusive.
- (ii) Where notice of closure is given by the employer, such days will be deducted from an employee's recreation leave accrual.
- (iii) Where an employee does not have a sufficient accrual of recreation leave for such days the employer may advance the accrual of leave in accordance with sub-clause (h) of this clause.

(k) Payment in Lieu Prohibited

Except as provided in sub-clause (g) of this clause payment will not be made in lieu of recreation leave.

6. JURY SERVICE

- (a) An employee who is required for jury service is allowed the necessary leave of absence on full pay, and is not permitted to claim jury fees but only those out of pocket expenses (e.g. parking fees) as allowed by the Crown.
- (b) An employee must advise the employer as soon as the notification is received for the requirement to undertake jury service.
- (c) When an employee is required for jury service and is on recreation leave the employee shall be credited with the time occupied with the jury service. The employee shall be permitted to take such extra leave at the end of the original period of leave or at a later date according to the work demands of the employer.

