TASMANIAN INDUSTRIAL COMMISSION

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

Minister administering the State Service Act 2000
(T13842 of 2011)

TASMANIAN STATE SERVICE AWARD

Award variation – insert into Parental Leave Clause a new subclause 'Keeping in touch day' - consent order issued - operative date 31/10/11

ORDER BY CONSENT -

No. 2 of 2011
(Consolidated)

AMEND THE **TASMANIAN STATE SERVICE AWARD** BY VARYING **PART VIII – LEAVE AND HOLIDAYS WITH PAY:** PARENTAL LEAVE; AND THE AWARD IS CONSOLIDATED:

PART I – APPLICATION AND OPERATION OF THE AWARD

1. TITLE

This award is to be known as the "Tasmanian State Service Award".

2. SCOPE

This award is to apply to all persons employed under the *State Service Act 2000* and for whom a classification is contained in this award, except for employees for whom a classification is contained in another award of the Tasmanian Industrial Commission

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4. DATE OF OPERATION

This award shall come into operation from 31 October 2011.

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*:

(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) Transport Workers' Union of Australia (Victorian/Tasmanian Branch); and

(ix) United Voice, Tasmanian Branch.

(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:*

The Minister administering the *State Service Act 2000.*

6. SUPERSESSION

This award supersedes the Tasmanian State Service Award No. 1 of 2011 Consolidated.

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

7. DEFINITIONS

In this award, unless the contrary intention appears:

'Employer' means the Minister administering the *State Service Act 2000*

'Head of Agency' means the Secretary of the relevant Department and their delegated representative.

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

'Ordinary Hours of Work' means the ordinary hours of work for a full time employee are 36¾ hours per week. However where a full time employee is required by an industrial instrument to work 38 hours per week, 38 is to be substituted for 36¾ [or fraction thereof] in all relevant parts of this award.

8. EMPLOYMENT CATEGORIES

In this award, unless the contrary intention appears:

'Permanent full-time employee' means a person who is appointed to work the full ordinary hours of work each week (as defined) and who is appointed as such in accordance with section 37(3)(a) of the *State Service Act 2000.*

'Permanent part-time employee' means a person who is appointed to work hours that are less in number than a full-time employee and who is appointed as such in accordance with section 37(3)(a) of the *State Service Act 2000.*

'Fixed term employee' means a person engaged for a specified term or for the duration of a specified task in accordance with section 37(3)(b) of the *State Service Act 2000*.

'Casual employee' means a person engaged on an irregular basis and at short notice and where the offered engagement may be accepted or rejected on each and every occasion, thus excluding a casual employee from being placed on a regular employment roster, and is paid a loading of 20% in addition to the normal salary rate in lieu of paid leave entitlements and Holidays with Pay as prescribed by Part IX – Leave and Holidays with Pay of this award.

9. CONTRACT OF EMPLOYMENT

(a) Except as otherwise provided by the *State Service Act 2000*, employment is by the fortnight. Any employee not specifically engaged as a casual employee is deemed to be employed by the fortnight.

(b) An employee (other than a casual employee) who is willing to work his or her normal ordinary hours of work, is entitled to be paid a full fortnight's salary at a rate fixed by this award or relevant industrial agreement.

(c) Notice of termination by Employee and Employer

(i) Notice of termination by employee

Employment is to be terminated by an employee by the giving of two week's notice to the employer or by the forfeiture of two weeks wages as the case may be.

(ii) Notice of termination by the employer

(1) Employment is to be terminated by the employer by the giving of notice in accordance with the following table:

(2)

Period of Service	Period of Notice
From commencement and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

(3) In addition to the period of notice provided an employee aged 45 years and older with 2 or more years of service is entitled to an additional week's notice.

(4) Payment in lieu of the period of notice must be made if the appropriate period of notice is not given or in circumstances where it is agreed the period of notice is to be waived and payment in lieu substituted.

(iii) Summary Dismissal

The employer has the right to dismiss an employee for serious misconduct or serious neglect of duty and in such circumstances wages are to be paid up to the time of dismissal only.

(d) A casual employee is to be given a minimum of two hours work or pay on each occasion they are required to attend work unless otherwise mutually agreed by the employee, employer and relevant union.

10. ABANDONMENT OF EMPLOYMENT

An employee who is absent from work without justifiable cause for more than 14 days without notifying the employer of the reason for the absence, is to be considered on face value to have abandoned their employment. Service is deemed to have ceased from that time (that is, 14 days from the first day of absence).

PART II – SALARIES AND RELATED MATTERS

1. CALCULATION FOR THE PAYMENT OF SALARY

(a) Calculation of Fortnightly Salary

The formula to be used in calculating an employee's fortnightly salary is:

> 'Annual salary' ÷ by the number of 'working days in a relevant financial year' multiplied by 10

'Annual Salary' means the salary given under this Part.

'Working Days in Relevant Financial Year' means the total number of working days (excluding Saturdays and Sundays) in the relevant financial year. The total number of days to be used in any one financial year is 260, 261 or 262 in accordance with the actual calendar for that financial year.

The formula is consistent with the provisions of the Financial Management and Audit Regulations 2003.

(b) Calculation of Hourly Rate for Part-time Employees

Subject to subclause (a) of this clause, the hourly rate of pay to be paid to a part-time employee is to be calculated is 1/73.5 of the salary calculated above.

2. PAYMENT OF SALARY

(a) Timing of Payment

Wages due to an employee including overtime are to 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 are to be made available on the last working day prior to the public holiday.

(b) Method of Payment

Payment of wages is to be by cheque, electronic funds transfer or direct deposit. Payment by electronic funds transfer or direct deposit is to be into a banking or financial institution nominated by the employee.

(c) Waiting Time Payments

(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, is to be paid waiting time at the rate of time and one half for all time kept so waiting for their pay, irrespective of whether the employee waits at their normal place of employment.

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

Further such payment at the rate of time and one half is to 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) do 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 is deemed to have been kept waiting for payment since pay day and is 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 are not to be taken into account in the calculation of waiting time rates prescribed in subclause (c)(i).

(v) No employee is to 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) Waiting Time Payments Not Payable

(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 is not to 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 is to do all things reasonable and possible to arrange an alternative method of payment as soon as it becomes known to the employer that the employee's pay will be delayed.

(e) Advice of Pay Details

(i) Pay advice details must at least include the requirements prescribed by the *Industrial Relations Act 1984*.

(ii) Pay advice details may be provided by way of an electronic employee self-service system (ESS), where appropriate.

(f) Payment on Termination of Employment

(i) Where employment is terminated, all wages due are, where practicable, to be paid to the employee on the day of termination.

(ii) If payment on the day of termination is not practicable, the employer is to, 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 employer and the employee.

(iii) Part 2 (State Service Salaries) of the Financial Management and Audit Regulations 2003 provides for the payment of salary after death.

3. SALARIES

(a) Salaries for the General Stream

(i) The salary increases for employees translating to the new General Stream under this award are:

(1) Increase of 4.0% effective the first full pay period commencing on or after 27 November 2008, comprising:

(A) Annual Increase of 3.5%; and

(B) Structural Realignment_Increase of 0.5%.

(2) Structural Adjustment Increase of 1.5% effective the first full pay period commencing on or after 5 March 2009.

(3) Annual Increase of 3.5% effective the first full pay period commencing on or after 26 November 2009.

(4) Annual Increase of 3.5% effective the first full pay period commencing on or after 25 November 2010.

(5) Structural Adjustment Increase of 2.0% effective the first full pay period commencing on or after 3 March 2011.

(ii) The following tables show the application of the increases set out in paragraph (i) above to salaries for employees in the General Stream:

General Stream for Band 1 to Band 3:

	Salary 1/12/07	Salary 27/11/08	Salary 5/03/09	Salary 26/11/09	Salary 25/11/10	Salary 3/03/11
Band		Increase 4.0% (ffpp)	Increase 1.5% (ffpp)	Increase 3.5% (ffpp)	Increase 3.5% (ffpp)	Increase 2.0% (ffpp)
B1-R1-A	$29,502	~	~	~	~	~
B1-R1-1	$30,788	$32,020	$32,500	$33,637	$34,815	$35,511
B1-R1-B	$31,560	~	~	~	~	~
B1-R1-2	$32,075	$33,358	$33,858	$35,043	$36,270	$36,995
B1-R1-C	$32,985	~	~	~	~	~
B1-R1-3	$33,362	$34,696	$35,217	$36,450	$37,725	$38,480
B1-R1-4	$33,963	$35,322	$35,851	$37,106	$38,405	$39,173
Advancement Assessment Point / Entry						
B1-R2-A	$34,003	~	~	~	~	~
B1-R2-1	$34,648	$36,034	$36,574	$37,855	$39,179	$39,963
B1-R2-B	$35,290	~	~	~	~	~
B1-R2-2	$35,933	$37,370	$37,931	$39,258	$40,633	$41,445
B1-R2-3	$37,378	$38,873	$39,456	$40,837	$42,266	$43,112
B1-R2-4			$40,482	$41,899	$43,365	$44,233
Promotion						
B2-R1-A	$38,927	~	~	~	~	~
B2-R1-1	$39,729	$41,318	$41,938	$43,406	$44,925	$45,823
B2-R1-2	$40,547	$42,169	$42,801	$44,299	$45,850	$46,767
B2-R1-3	$41,378	$43,033	$43,679	$45,207	$46,790	$47,725
B2-R1-4	$42,233	$43,922	$44,581	$46,141	$47,756	$48,712
B2-R1-5			$45,740	$47,341	$48,998	$49,978
Promotion						
B3-R1-A	$44,019	~	~	~	~	~
B3-R1-1	$44,938	$46,736	$47,437	$49,097	$50,815	$51,832
B3-R1-2	$45,854	$47,688	$48,403	$50,098	$51,851	$52,888
B3-R1-3	$46,771	$48,642	$49,371	$51,099	$52,888	$53,946
B3-R1-4	$47,675	$49,582	$50,326	$52,087	$53,910	$54,988
B3-R1-5			$51,634	$53,441	$55,312	$56,418
Promotion						

General Stream for Band 4 to Band 6:

	Salary 1/12/07	Salary 27/11/08	Salary 5/03/09	Salary 26/11/09	Salary 25/11/10	Salary 3/03/11
Band		Increase 4.0% (ffpp)	Increase 1.5% (ffpp)	Increase 3.5% (ffpp)	Increase 3.5% (ffpp)	Increase 2.0% (ffpp)
B4-R1-A	$47,675	~	~	~	~	~
B4-R1-B	$49,523	$51,504	$52,276	$54,106	~	~
B4-R1-1	$50,441	$52,459	$53,246	$55,109	$57,038	$58,179
B4-R1-2	$51,358	$53,412	$54,214	$56,111	$58,075	$59,236
B4-R1-3			$55,623	$57,570	$59,585	$60,777
Advancement Assessment Point						
B4-R2-A	$53,188	$55,316	$56,145	$58,110	~	~
B4-R2-1	$54,106	$56,270	$57,114	$59,113	$61,182	$62,406
B4-R2-2	$55,020	$57,221	$58,079	$60,112	$62,216	$63,460
B4-R2-3			$59,589	$61,675	$63,833	$65,110
B4-R2-4			$61,582	$63,737	$65,968	$67,288
Promotion						
B5-R1-A	$56,854	~	~	~	~	~
B5-R1-B	$58,665	$61,012	~	~	~	~
B5-R1-1	$60,476	$62,895	$63,838	$66,073	$68,385	$69,753
B5-R1-2			$65,115	$67,394	$69,753	$71,148
B5-R1-3			$66,761	$69,098	$71,516	$72,946
Promotion						
B6-R1-A	$62,286	~	~	~	~	~
B6-R1-B	$64,096	$66,660	$67,660	$70,028	$72,479	~
B6-R1-1	$65,906	$68,542	$69,570	$72,005	$74,526	$76,016
B6-R1-2	$67,714	$70,423	$71,479	$73,981	$76,570	$78,101
B6-R1-3			$72,908	$75,460	$78,101	$79,663
Advancement Assessment Point						
B6-R2-1	$71,326	$74,179	$75,292	$77,927	$80,654	$82,267
B6-R2-2	$73,143	$76,069	$77,210	$79,912	$82,709	$84,363
B6-R2-3			$78,569	$81,319	$84,165	$85,848
B6-R2-4			$79,920	$82,717	$85,612	$87,325
Promotion						

General Stream for Band 7 to Band 10:

	Salary 1/12/07	Salary 27/11/08	Salary 5/03/09	Salary 26/11/09	Salary 25/11/10	Salary 3/03/11
Band		Increase 4.0% (ffpp)	Increase 1.5% (ffpp)	Increase 3.5% (ffpp)	Increase 3.5% (ffpp)	Increase 2.0% (ffpp)
B7-R1-A	$76,763	$79,834	$81,031	$83,867	~	~
B7-R1-1			$82,652	$85,544	$88,539	$90,309
B7-R1-2	$80,382	$83,597	$84,851	$87,821	$90,895	$92,713
Advancement Assessment Point						
B7-R2-1			$86,548	$89,577	$92,713	$94,567
B7-R2-2				$91,369	$94,567	$96,458
Promotion						
B8-R1-A	$80,382	~	~	~	~	~
B8-R1-B	$82,795	$86,107	$87,398	~	~	~
B8-R1-1	$85,813	$89,246	$90,584	$93,755	$97,036	$98,977
B8-R1-2			$92,396	$95,630	$98,977	$100,956
Advancement Assessment Point						
B8-R2-1			$94,244	$97,542	$100,956	$102,975
B8-R2-2			$97,572	$100,987	$104,522	$106,612
Promotion						
B9-R1-A	$93,075	$96,798	$101,638	~	~	~
B9-R1-1	$97,729	$101,638	$106,720	$110,455	$114,321	$116,608
B9-R1-2	$102,383	$106,478	$111,802	$115,978	$120,037	$122,438
B9-R1-3				$121,501	$125,753	$128,268
B9-R1-4				$127,024	$131,469	$134,099
Promotion						
B10-R1-A	$109,776	$114,167	$119,876	~	~	~
B10-R1-1	$115,265	$119,876	$125,869	$130,275	$134,834	$137,531
B10-R1-2	$120,754	$125,584	$131,863	$136,789	$141,576	$144,408
B10-R1-3				$143,302	$148,318	$151,284
B10-R1-4				$149,816	$155,060	$158,161

(b) Salaries for the Professional Stream

(i) The salary increases for employees translating to the new Professional Stream under this award are:

(1) Adjustment for translation effective the first full pay period commencing on or after 27 November 2008.

(2) Increase of 4.0% effective the first full pay period commencing on or after 27 November 2008, comprising:

(A) Annual Increase of 3.5%; and

(B) Structural Realignment Increase of 0.5%.

(3) Structural Adjustment_Increase of 1.5% effective the first full pay period commencing on or after 5 March 2009.

(4) Annual Increase of 3.5% effective the first full pay period commencing on or after 26 November 2009.

(5) Annual Increase of 3.5% effective the first full pay period commencing on or after 25 November 2010.

(6) Structural Adjustment Increase of 2.0% effective the first full pay commencing period on or after 3 March 2011.

(ii) The following tables show the application of the increases set out in paragraph (i) above to salaries for employees the Professional Stream:

Professional Stream Band 1:

	Salary 1/12/07	Salary 27/11/08	Salary 5/03/09	Salary 26/11/09	Salary 25/11/10	Salary 3/03/11
Band		Increase 4.0%+ (ffpp)	Increase 1.5% (ffpp)	Increase 3.5% (ffpp)	Increase 3.5% (ffpp)	Increase 2.0% (ffpp)
B1-R1-A	$40,547	~	~	~	~	~
B1-R1-1	$43,107	$46,736	$47,437	$49,097	$50,815	$51,832
B1-R1-2	$45,853	$48,642	$49,371	$51,099	$52,888	$53,946
B1-R1-3	$48,606	$52,459	$53,246	$55,109	$57,038	$58,179
B1-R1-4	$51,357	$54,801	$55,623	$57,570	$59,585	$60,777
B1-R1-5	$54,105	$57,221	$58,079	$60,112	$62,216	$63,460
B1-R1-6	$56,854	$60,672	$61,582	$63,737	$65,968	$67,288
B1-R1-7	$59,573	$62,895	$63,838	$66,073	$68,385	$69,753
Advancement Assessment						

Professional Stream Band 2 to Band 5:

	Salary 1/12/07	Salary 27/11/08	Salary 5/03/09	Salary 26/11/09	Salary 25/11/10	Salary 3/03/11
Band		Increase 4.0%+ (ffpp)	Increase 1.5% (ffpp)	Increase 3.5% (ffpp)	Increase 3.5% (ffpp)	Increase 2.0% (ffpp)
B2-R1-1	$62,286	$65,774	$66,761	$69,098	$71,516	$72,946
B2-R1-2	$65,000	$68,542	$69,570	$72,005	$74,526	$76,016
B2-R1-3	$67,714	$71,831	$72,908	$75,460	$78,101	$79,663
B2-R1-4			$75,292	$77,927	$80,654	$82,267
B2-R1-5				$79,912	$82,709	$84,363
Promotion						
B3-R1-A	$71,331	$76,069	$77,210	~	~	~
B3-R1-B	$74,957	$78,739	$79,920	$82,717	~	~
B3-R1-C	$76,763	$79,834	$81,031	$83,867	$86,802	~
B3-R1-1			$82,652	$85,544	$88,539	$90,309
B3-R1-2			$84,851	$87,821	$90,895	$92,713
Advancement Assessment						
B3-R2-1			$86,548	$89,577	$92,713	$94,567
B3-R2-2				$91,369	$94,567	$96,458
Promotion						
B4-R1-A	$80,382	$86,107	$87,398	~	~	~
B4-R1-1	$83,098	$89,246	$90,584	$93,755	$97,036	$98,977
B4-R1-2	$85,813	$91,030	$92,396	$95,630	$98,977	$100,956
Advancement Assessment						
B4-R2-1			$94,244	$97,542	$100,956	$102,975
B4-R2-2			$97,572	$100,987	$104,522	$106,612
Promotion						
B5-R1-A	$93,050	$96,798	$101,638	~	~	~
B5-R1-1		$101,638	$106,720	$110,455	$114,321	$116,608
B5-R1-2		$106,478	$111,802	$115,978	$120,037	$122,438
B5-R1-3				$121,501	$125,753	$128,268
B5-R1-4				$127,024	$131,469	$134,099
Promotion						

Professional Stream Band 6:

	Salary 1/12/07	Salary 27/11/08	Salary 5/03/09	Salary 26/11/09	Salary 25/11/10	Salary 3/03/11
Band		Increase 4.0%+ (ffpp)	Increase 1.5% (ffpp)	Increase 3.5% (ffpp)	Increase 3.5% (ffpp)	Increase 2.0% (ffpp)
B6-R1-A	$109,776	$114,167	$119,876	~	~	~
B6-R1-1	$115,265	$119,876	$125,869	$130,275	$134,834	$137,531
B6-R1-2	$120,754	$125,584	$131,863	$136,789	$141,576	$144,408
B6-R1-3				$143,302	$148,318	$151,284
B6-R1-4				$149,816	$155,060	$158,161

4. SUPERANNUATION

(a) Superannuation arrangements for employees are prescribed in:

(i) the Public Sector Superannuation Reform Act 1999 (PSSR Act)

(ii) any regulations made for the purposes of the PSSR Act; and

(iii) the Tasmanian Accumulation Scheme Trust Deed created pursuant to the PSSR Act.

(b) An employee is to be a member of the Tasmanian Accumulation Scheme established by the PSSR Act, unless the employee elects in writing to their employer to become a member of another complying superannuation scheme.

(c) An employee who had existing superannuation arrangements in place prior to the commencement of this award continues to be subject to those arrangements.

5. ADVANCEMENT ASSESSMENT AND SALARY PROGRESSION

(a) Classification and Progression

(i) For the purposes of this clause:

'Advancement assessment point' means a salary increase available without promotion subject to assessment for advancement.

'B1' means to Band 1, and so forth, and **'R1'** means to Range 1, and so forth.

'B1-R1-1' means level 1 in Range 1 of Band 1, and so forth.

'B1-R1-A' means level A in Range 1 of Band 1, and so forth. However, the use of the letter indicates the salary level is transitional and it will cease by March 2011.

'Increment' means an annual salary increase prescribed by a previous award.

'Progression' means a salary increase within a band subject to assessment.

(ii) Subject to this award, progression from one band to another in the General Stream is via promotion. Progression from one range to another is via Advancement Assessment. Progression within a range is via progression criteria. An employee may advance through more than one salary level within the same band on the same date, as determined by the employer.

PROVIDED that progression from Band 1 and Band 2 in the Professional Stream, is via Advancement Assessment.

(iii) The new level of salary is payable immediately an advancement or progression has effect.

(iv) Appointment or promotion may be to any level within a band, as determined by the employer.

(b) Application of Advancement Assessment and Progression Guidelines

(i) For those employees whose anniversary occurs between 27 November 2008 and 5 March 2009, and who would have been entitled to an increment under previous classification arrangements will progress to the next salary point on the anniversary date of their appointment or promotion to their previous classification level.

(ii) For those employees who are not at the maximum salary point of their previous classification level or who have been at the maximum salary increment for less than 12 months at 5 March 2009, access to their next salary progression point will occur on the anniversary date of their appointment or promotion to their previous classification level after these dates.

(iii) For those employees who have been at maximum salary point of their former classification level as at 5 March 2009 for 12 months or more, access to the next salary point of the new classification band occurs at 5 March 2009 for the general State Service.

(c) Advancement Assessment and Progression Guidelines

The following components will apply to the introduction of the changes to the advancement assessment, progression and accelerated (Professional Stream only) progression points:

(i) Until agreed guidelines have been issued and implemented by an Agency, normal salary progression (increments) applies.

(ii) Agreed guidelines on salary progression points to be published with the target date of 9 March 2009.

(iii) Agreed guidelines on advancement assessment points to be published with the target date of 9 March 2009.

(iv) Agreed guidelines on accelerated progression (Professional Stream only) to be published with the target date of 9 March 2009.

6. GRADUATES, CADETS, APPRENTICES AND TRAINEES

The salaries in this clause are those applicable in the General Stream on translation and the salaries after this date are as specified in Clause 3 of this Part.

'AQF' means Australian Qualification Framework

'Approved training' means training undertaken (both on and off the job) in a traineeship involving formal instruction, both theoretical and practical and supervised practice in accordance with a traineeship scheme approved by the Tasmanian State Training Authority (the Authority).

For the purpose of this definition, the training will be accredited by and lead to qualifications being issued under the Australian Qualifications Framework (AQF) Level II, III or IV.

'Certificate' means a qualification or part qualification endorsed under the AQF.

'Trainee' means a person employed under the provisions of the State Service Act 2000 and who is bound by a traineeship Agreement made in accordance with this award.

'Traineeship Agreement' means an agreement made between the employer and trainee for a traineeship and which is registered with the Authority.

For the purpose of this definition, a Traineeship Agreement is to be made in accordance with the traineeship scheme and is not to operate unless this condition is met.

'Traineeship scheme' means an approved traineeship applicable to a group or class of employees employed under the State Service Act 2000.

For the purpose of this definition, a traineeship scheme is not to be given approval unless consultation and negotiation has occurred with the relevant union on the terms of the traineeship scheme and traineeship. An application for approval of a traineeship scheme is to identify the relevant union and demonstrate to the satisfaction of the Authority that the above-mentioned consultation and negotiation has occurred. A traineeship scheme is to include a standard format to be used for a Traineeship Agreement.

'Year 10' means, for the purposes of this award, any person leaving school before completing year 10 will be deemed to have completed year 10.

(a) Salaries for Certificate II, III & IV – Administrative Trainees

(i) The salary on commencement for an employee undertaking an administrative traineeship, or equivalent, is B1-R1-1.

(ii) The administrative trainee employee salary commences in B1-R1-1 and progresses through to B1-R2-3, subject to meeting the performance requirements of the satisfactory completion of each stage of the traineeship and satisfactory work performance.

(iii) The trainee employee is eligible for advancement through the Advancement Assessment Points in Band 1, subject to satisfying the traineeship requirements.

Year 10	Year 11	Year 12	Band
Entry			B1-R1-1
	Entry		B1-R1-2
		Entry	B1-R1-3
		Year 12 only 2nd year	B1-R2-1
Completion	Completion	Completion	B1-R2-3

(b) Salaries for Certificate III – Apprenticeship – Tradesperson

(i) The salary of an apprentice or trainee trade employee commences at B1-R1-1 and progresses through to B3-R1-1 without the requirement for promotion, subject to meeting the performance requirements of the satisfactory completion of each stage of the training qualification and satisfactory work performance. They are then eligible to advance through other progression points in Band 3.

Year 10 Entry	Year 11 Entry	Year 12 Entry	Adult Apprentice	Band
Stage 1				B1-R1-1
	Stage 1			B1-R1-2
		Stage 1	Stage 1	B1-R1-3
Stage 2	Stage 2			B1-R2-1
		Stage 2	Stage 2	B1-R2-3
Stage 3	Stage 3	Stage 3	Stage 3	B2-R1-1
Stage 4	Stage 4	Stage 4	Stage 4	B2-R1-4
On completion	On completion	On completion	On completion	B3-R1-1

(ii) The minimum salary on commencement for an employee undertaking trade value work requiring an essential trade qualification and for which a trade qualification of AQF Certificate III (that is Trades Certificate requiring a nominal 960 hours of training or equivalent delivered by a Registered Training Organisation) is required, is B3-R1-1.

(c) Salaries for Certificate IV – Apprenticeship – Special Class Tradesperson

(i) The salary of an apprentice or trainee special class trade employee commences at B1-R1-1 and progresses through to B3-R1-1 without the requirement for promotion, subject to meeting the performance requirements of the satisfactory completion of each stage of the training qualification and satisfactory work performance. They are then eligible to advance through other progression points in Band 3.

(ii) The minimum salary on commencement for an employee for which a trade qualification of Certificate IV (Special Class/Higher), or equivalent, is essential is B3-R1-2.

Stage	Band
Stage 1	B1-R1-3
Stage 2	B1-R2-3
Stage 3	B2-R1-1
Stage 4	B3-R1-1
On completion	B3-R1-2

(iii) The salary on completion of the trade's qualification of Certificate IV (Special Class) at a minimum is that of B3-R1-2, otherwise the salary continues at the rate for the classification of the work undertaken by the employee.

(d) Salaries for Diploma – Apprenticeship – Advanced Tradesperson, Diploma for Technical Trainee:

(i) The salary of an apprentice/technical trainee commences in B1-R1-3 and progresses through to B3-R1-2 without the requirement for promotion, subject to meeting the performance requirements of the satisfactory completion of each stage of the qualification and satisfactory work performance. They are then eligible to advance through other progression points in Band 3.

(ii) The technical trainee is eligible for advancement through the Advanced Assessment Points in Band 1 subject to satisfying the performance requirements stated above.

Stage	Band
Stage 1	B1-R1-3
Stage 2	B1-R2-3
Stage 3	B2-R1-1
Stage 4	B3-R1-1
On completion	B3-R1-2

(iii) The minimum salary on commencement for an employee undertaking technical work and for which a technical qualification of Diploma, or equivalent, is an essential qualification is B3-R1-2.

(e) Salaries for Advanced Diploma – Technical Trainee

(i) The salary on commencement for an employee undertaking technical work for which a technical qualification of Advanced Diploma, or equivalent, which involves a minimum of 1200 hours training delivered by a Registered Training Organisation, is B3-R1-4.

(ii) The technical trainee salary commences in B1-R1-3 and progresses through to B3-R1-4 without the requirement for promotion, subject to satisfactory completion of each stage of the qualification and satisfactory work performance. They are then eligible to advance through other progression points in Band 3.

Stage	Band
Stage 1	B1-R1-3
Stage 2	B1-R2-3
Stage 3	B2-R1-4
Stage 4	B3-R1-2
On completion	B3-R1-4

(f) Minimum Adult Wage Rates – Adult Apprenticeships

(i) When a person, employed in the State Service, enters into a contract of training as an adult apprentice pursuant to the provisions of the *Vocational Education and Training Act 1994*, the employee is not to suffer a reduction in salary as a consequence of entering into a contact of training, unless the salary exceeds B2-R1-1 (Stage 3).

(ii) The rate of salary the adult apprentice is to receive is that of the classification of work in which the adult apprentice was engaged immediately prior to entering into the contract of training, subject to a maximum of the salary specified for B2-R1-1. A salary in excess of B2-R1-1 may continue to be paid at the discretion of the relevant Head of Agency.

(g) Salaries for School Based Apprenticeships

(i) Definition

This subclause applies to school based apprentices. A school based apprentice is a person who is undertaking an apprenticeship in accordance with this clause while also undertaking a course of secondary education.

(ii) Wage Rates

The hourly rates for full-time apprentices as set out in this award apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

For the purposes of the above paragraph, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the apprentice is paid is deemed to be 25 per cent of the actual hours each week worked on-the-job. The wages paid for training time may be averaged over the semester or year.

(iii) Off-The-Job Training

A school based apprentice is allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.

For the purposes of this subclause, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on-the-job.

(iv) Duration of Apprenticeship

The duration of the apprenticeship is to be as specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply is not to exceed six years.

(v) Progression Through Wage Structure

School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

(vi) Conversion from a School Based to Full Time Apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purposes of progression through the wage scale. This progression applies in addition to the progression achieved as a school based apprentice.

(vii) Award Entitlements

School based apprentices are entitled to pro rata entitlements available to employees covered by this award.

(h) Salaries for Cadets – Bachelor Degree

(i) The salary on commencement for an employee undertaking a cadetship, or equivalent, is B1-R1-3.

(ii) The salary for an employee undertaking a cadetship commences in B1-R1-3 and progresses through to B4-R2-1 without the requirement for promotion, subject to meeting the performance requirements of the satisfactory completion of each stage of the cadetship and satisfactory work performance. An employee is then eligible to advance through other progression points in Band 4.

Stage	Band
Year 1 - 1st year of degree	B1-R1-3
Year 2 - 1st year of degree	B1-R2-3
Year 3 - 2nd year of degree	B2-R1-4
Year 4 - 2nd year of degree	B3-R1-1
Year 5 - 3nd year of degree	B3-R1-4
Year 6 - 3rd year of degree	B4-R1-2
Salary of next progression point after Graduation	B4-R2-1

(iii) The salary of B4-R2-1 is the minimum salary for a cadet graduate with 12 months work experience.

(i) Salaries for Graduate Development Program – Bachelor Degree

(i) A Graduate Development Program employs graduates for formal career development based on the relevance of qualifications for specific Agency occupations.

(ii) The salary on commencement of a graduate officer is B3-R1-1 and progresses through to B4-R2-1 without the requirement for promotion, subject to satisfactory work performance. An employee is then eligible to advance through other progression points in Band 4.

Stage	Band
1st year (min)	B3-R1-1
2nd year (min)	B3-R1-4
3rd year (min)	B4-R1-2
4th year (min)	B4-R2-1

(iii) Minimum Salary Point:

The salary progression outlined above for this group of employees represents the minimum salary steps required according to these salary arrangements. Agencies may accelerate the progress of employees, subject to performance requirements and competency assessment. The entry level may be advanced in cases where the qualification requirements have already been satisfactorily completed.

7. TERMS OF APPRENTICESHIPS/TRAINEESHIPS

(a) Competency Based Training

(i) Apprenticeships/traineeships under this award are competency based.

The actual time taken to complete an apprenticeship/traineeship will therefore vary depending upon factors such as the intensity of training and the variety of work experience.

(ii) The nominal period of the apprenticeship/traineeship is to be four years, however, this period may be varied as follows:

(1) With the approval of the Office of Post Compulsory Education & Training, to recognise prior learning including vocational education and training in school, pre-apprenticeship programs and other prior learning, the nominal period of the contract may be shortened to reflect the proportion of the competencies already acquired.

(2) It may be extended to enable the apprentice/trainee to complete the competencies.

(iii) Notwithstanding the nominal period, the apprenticeship/traineeship is to be completed in shorter period when:

(1) The qualification specified in the Training Agreement is successfully completed; and

(2) The apprentice/trainee has the necessary practical experience to achieve competency in the skills covered by the Training Agreement. The determination as to whether this condition has been met is to be by agreement between the Registered Training Organisation, the employer and the apprentice. Where there is a disagreement concerning this matter the matter may be referred to the Tasmanian State Training Authority for determination; and

(3) The requirements of the Office of Post Compulsory Education & Training and any requirements of the relevant National Industry Skills Council in respect to demonstration of competency and any minimum necessary work experience requirements are met; and

(4) In respect to trades where there are additional licensing or regulatory requirements under Tasmanian State legislation, when these requirements are met.

(iv) The salary rates applying to apprenticeships based on competency based training progression are as set out in Clause 6 of this Part.

(b) Terms of Trades Apprenticeship/Traineeship

Upon the attainment of 100% of the total competency units for the relevant Certificate qualification specified in the training agreement and subject to subclause (b) of this clause an apprentice/trainee will exit with the relevant Certificate qualification

Stage	Entry and Progression Requirements
Stage 1	Entry Level
Stage 2	An apprentice/trainee enters Stage 2 on attainment of 25% of the total competency units for the relevant Certificate qualification specified in the training agreement.

Stage 3 An apprentice/trainee enters Stage 3 on attainment of 50% of the total competency units for the relevant Certificate qualification specified in the training agreement.

Stage 4 An apprentice/trainee enters Stage 4 on attainment of 75% of the total competency units for the relevant Certificate qualification specified in the training agreement.

(c) Apprentices who are attending approved education training institutions and who present reports of satisfactory conduct are to be reimbursed all fees paid by them.

8. SUPPORTED WAGE SYSTEM FOR PERSONS WITH DISABILITIES

This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

In this clause:

'approved 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

'assessment instrument' means the tool 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

'disability support pension' means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

'relevant minimum wage' means the minimum wage and includes any incremental adjustment prescribed in this award for the class of work for which an employee is engaged

'supported wage system' (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

'SWS wage assessment agreement' means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

(a) Eligibility Criteria

(i) Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

(ii) This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

(b) Supported Wage Rates

Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed Capacity (subclause (c)) %	Relevant Minimum Wage %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

PROVIDED that the minimum amount payable must be not less than $75.50 per week.

Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

(c) Assessment of Capacity

(i) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

(ii) All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

(d) Lodgement of SWS Wage Assessment Agreement

(i) All SWS wage assessment agreements under the conditions of this clause, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with Tasmanian Industrial Commission.

(ii) All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Tasmanian Industrial Commission to the union by certified mail and the agreement will take effect unless an objection is notified to Tasmanian Industrial Commission within 10 working days.

(e) Review of Assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

(f) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

(g) Workplace Adjustment

An employer wishing to employ a person under the provisions of this schedule must 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.

(h) 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 schedule 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 will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

(iii) The minimum amount payable to the employee during the trial period must be no less than $75.50 per week.

(iv) Work trials should include induction or training as appropriate to the job being trialled.

(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 will be entered into based on the outcome of assessment under subclause (c).

9. SALARY SACRIFICE BY EMPLOYEES

(a) Superannuation

(i) An employee may elect to salary sacrifice a proportion of their award salary to a complying superannuation scheme of their choice, as defined in the *Public Sector Superannuation Reform Act 1999*, subject to compliance with any Tasmanian or Commonwealth government directive and legislation.

(ii) Administrative costs incurred as a result of an employee entering into or amending a salary sacrifice agreement will be met by the employee.

(iii) Salary for all purposes, including superannuation for employees entering into salary sacrifice agreement, will be determined as if a salary sacrifice agreement did not exist.

(iv) Salary sacrifice agreements will be annual with employees being able to renew, amend or withdraw. An employee may withdraw at any time from a salary sacrifice agreement.

(b) Other Benefits

(i) An employee may elect to sacrifice a proportion of their award salary for non-salary (excluding novated lease of vehicles) and superannuation benefits subject to compliance with any Tasmanian or Commonwealth government directive and legislation.

(ii) Any Fringe Benefit Tax or direct administrative costs incurred as a result of a salary sacrifice arrangement will be met by the employee.

(iii) Salary for all purposes, for employees entering into a salary sacrifice arrangement, will be calculated as if the salary sacrifice arrangement did not exist.

(iv) Salary sacrifice arrangements will be annual based on the Fringe Benefit Reporting Year with employees being able to renew, amend or withdraw. An employee may withdraw from a salary sacrifice arrangement at any time.

10. MARKET ALLOWANCE

On receipt of an application from a State Service Agency the employer may determine to pay a market allowance up to 10% of salary above the maximum salary of the specified band where it can be demonstrated to the satisfaction of the employer the following applies to a specific group and/or role:

(a) Highly specialist skills for the work value level;

(b) Scarce skills compared to other similar roles at the work value level;

(c) Critical impact of the responsibilities and duties of that work value level; and

(d) High paying market for the particular role and at the work value level.

The employer is to provide directions on procedures, monitoring and reporting requirements for submissions for establishing a market allowance relevant to a specific group and/or role.

11. HIGHER DUTIES ALLOWANCE

For the purposes of this clause reference to an employee does not include an employee employed for a fixed term or on a casual basis.

(a) An employee is entitled to a higher duties allowance only when the employee is directed to perform duties that are classified higher than the employee's substantive band for a period of five or more consecutive working days. The employee is to be paid an allowance equal to the difference between the employee's normal salary level and the minimum salary level of the duties being undertaken at the higher classification band.

(b) An employee who performs duties at the same higher classification band, as prescribed in subclause (a), for a continuous period of 12 months is eligible for salary progression, if provided for and eligible for advancement in accordance with the advancement progression assessment in the higher classification band.

(c) An employee who performs duties at the same higher classification band, as prescribed in subclause (a), for broken periods that aggregate 12 months in a period of three years is eligible for salary progression, if provided for and subject to advancement progression assessment in the higher classification band.

(d) An employee promoted to a higher classification band is to have a period of continuous higher duties immediately prior to this promotion, for which an allowance is payable, according to subclause (a), taken into account in establishing the applicable salary level and date of eligibility of future salary progression.

(e) An employee promoted to a higher classification band is to have a period of broken higher duties prior to this promotion, for which an allowance is payable, according to subclauses (a) and (c), taken into account in establishing the applicable salary level and date of eligibility of future salary progression.

(f) An employee in receipt of an allowance according to this clause is to continue to be paid the allowance while on approved paid leave, except long service leave, provided that the duties would have been continuous but for the period of the paid leave, and are resumed immediately on the completion of the period of paid leave.

(g) Payment for overtime undertaken while in receipt of a higher duties allowance is to include the higher duties allowance prescribed by this clause, subject to the overtime provisions in Clause 3 - Overtime for Day Work - of Part VI – Hours of Work and Overtime.

12. MORE RESPONSIBILITY DUTIES ALLOWANCE

For the purposes of this clause reference to an employee does not include an employee employed for a fixed term or on a casual basis.

(a) An employee is entitled to a more responsible duties allowance when the employee is directed to perform duties that are in excess of the duties of the employee's classification band or consist of partial higher duties for a period of five or more consecutive working days.

(b) The more responsible duties allowance payable is to be in proportion to the more responsible duties undertaken compared to the employee's normal duties and by reference to the employee's salary and the work value of the more responsible duties undertaken.

(c) An employee in receipt of an allowance according to this clause is to continue to be paid the allowance while on approved paid leave, except long service leave, provided that the more responsible duties would have been continuous but for the period of the paid leave and are resumed immediately on the completion of the period of paid leave.

(d) Payment for overtime undertaken while in receipt of a more responsible duties allowance is to include the allowance prescribed by this clause subject to the overtime provisions in Clause 3 - Overtime for Day Work - of Part VI – Hours of Work and Overtime.

PART III – CLASSIFICATION AND RELATED MATTERS

1. CLASSIFICATION DESCRIPTORS

(a) Introduction

(i) Purpose:

The purpose of classification descriptors is to categorise the wide range of occupations and different types of work across the Tasmanian State Service into distinct work value levels, to which salaries are aligned.

The classification standards are broad and describe the core features of work at each band from seven perspectives called job components. The classification descriptors determine the appropriate classification for the duties assigned to employees.

(ii) "Best Fit":

The job components have equal weight or effect and no description within a component has more importance than another. Some descriptors, however, are more relevant in describing different types of work than others, and therefore will have more influence in classifying that work. Naturally, not each and every descriptor applies to any individual job. These descriptors are appropriately used when particular job components and the overall theme or "feel" of a particular band provides the "best fit" to an employee's duties.

In using the descriptors it is important to consider particular organisational arrangements, such as the reporting relationships above and below specifically assigned duties.

(iii) Similarity of Descriptors:

The descriptors of some job components at different bands are similar because of shared requirements which mean the key differences in different work value levels lie in other features of the work.

(b) Qualifications and Essential Requirements

(i) Qualifications:

(1) General Stream

The employer may determine that a qualification is essential according to the nature of the work to be undertaken. The qualification may be provided by a university, a vocational education organisation or a registered and accredited training provider.

(2) Professional Stream

The employer is to determine the appropriate degree of at least three years duration, or equivalent, as provided by a university relevant to the professional duties to be undertaken is required.

(ii) Essential Requirements:

The employer may determine that certain requirements need to be met according to the nature of the work to be undertaken.

(c) Features

The following are the key features of the Classification Model:

(i) The General Stream has ten bands with an Advancement Assessment Point in Bands 1, 4, 6, 7 and 8 which provide for two ranges within those bands.

(ii) The Professional Stream has six bands, with an Advancement Assessment Point in Bands 1, 3 and 4. Salary progression from Band 1 to Band 2 occurs without promotion.

(iii) Work is described in seven job components for each band.

The components are:

(1) Focus:

The primary purpose of work at each band, including the range of objectives and activities.

(2) Context and Framework:

The operating environment and decision-making framework for work at each band.

(3) Expertise:

The qualifications, knowledge and experience required for work at a particular band.

(4) Interpersonal Skills:

Oral and written communication skills and the ability to lead people and manage relationships.

(5) Judgement:

Critical thinking, problem solving and decision-making requirements of each band.

(6) Influence of Outcomes:

The influence and effect that work of a satisfactory standard would have on the outcomes required of each band.

(7) Responsibility for Outcomes:

The principal responsibilities of work at each band.

(iv) The General Stream descriptors define work in 4 broad levels according to the focus of the work and the framework in which it is performed. These are as follows:

(1) Bands 1, 2 and 3

Work involves the application of practices, methods and standards according to existing guidelines, systems and processes.

(2) Bands 4, 5 and 6

Work involves the maintenance and modification of guidelines, systems and processes according to a defined policy and regulatory operating environment. The operating environment is Agency–specific in terms of organisational design, planning, structures and interpretation of government objectives.

(3) Bands 7 and 8

Work involves the interpretation and modification of policy and regulatory settings according to operational requirements (internal – how we work) and service delivery (external - what we do) demands. A broader whole-of-Agency and/or whole-of-government perspective.

(4) Bands 9 and 10

Work involves significant new strategic, policy and decision-making frameworks that apply to specific areas of specialisation of extremely high sensitivity or wide strategic importance, or which have far reaching implications for government or beyond and whole-of-government and whole-of-community and whole-of-discipline perspective.

2. REFERENCE FRAMEWORK

The following definitions have been adopted to complement the classification descriptors. They reflect the hierarchical nature of the work undertaken in complex State Service organisations. The work performed by individuals in these organisations may range across one or more aspects of this reference framework. Invariably, however, the principal objective of the work of an individual employee aligns more closely with one aspect than another.

(a) Task

A defined piece of work which forms part of a unit of activity.

(b) Discipline

A branch of instruction. For example: botany, accountancy, journalism, information science, underwater diving, carpentry.

(c) Field

An area or sphere of operation or activities. For example: Occupational Health and Safety, Training and Development, Expenditure Control.

(d) Activities

Work and actions of related fields that typically combine within a functional (Branch) or program area.

(e) Program

A program may stand alone or located within a functional unit. Typically involves related disciplines within a function of an Agency or related fields that range across functional areas. May have a defined life span and/or includes a project.

(f) Function

A related and aligned area of activities combined to form a unit (typically a Branch) within the structure of a Division.

(g) Policy

Create, design, develop, model, trial, test, modify, adopt or implement a course of action.

(h) Strategy

Policy implementation – what, how, by whom, when and where.

3. SUMMARY OF DIFFERENCES BETWEEN GENERAL STREAM BANDS

(a) Band 1

Work involves routine tasks requiring the application of precise practices according to existing processes with strictly limited scope and discretion.

(b) Difference Between Band 1 and Band 2

Band 2 undertakes multiple and diverse tasks which require some independent judgement in how they are performed. Performance is assessed by the satisfactory completion of tasks consistent with an increasing degree of independent management of work.

(c) Difference Between Band 2 and Band 3

Band 3 tasks are complex and involve intricate and unrelated techniques that require may require qualified and specialised skills. The exercise of independent judgement is integral to the work and non-standard requirements require considerable creativity and initiative. Assistance is provided to a supervisor.

(d) Difference Between Band 3 and Band 4

Band 4 work is directed at co-ordinating and integrating the operational functions to be undertaken, or towards understanding and interpreting the decision-making framework within which the work activity occurs, or aspects of both, depending upon range of the activities of the work area.

(e) Difference Between Band 4 and Band 5

Band 5 work is directed at co-ordinating and integrating the operational procedures to be undertaken, that is, the systems and processes for program and service delivery within which a multitude of tasks are performed. High level specialised skill and expertise in a particular discipline or field of activity.

(f) Difference Between Band 5 and Band 6

Band 6 work applies the decision-making framework (policies, rules and regulations) in support of program or service delivery of a defined field of activity, which may involve more than one discipline. Considerable autonomy of approach in delivering outcomes and the advice and recommendations provided are regarded as definitive for that activity.

(g) Difference Between Band 6 and Band 7

Band 7 work leads a complex activity or program unit requiring the development and/or determination of the operational methodology according to the decision-making framework and service delivery requirements.

(h) Difference Between Band 7 and Band 8

Band 8 work leads a complex functional or program unit and develops program strategies, policies and operational approach. The outcomes of the functional or program activities have a direct and significant effect on the achievement of organisational objectives.

(i) Difference Between Band 8 and Band 9

Band 9 work leads a multi-functional or multi-disciplinary program where operational policies and precedents are not definitive and outcomes are of critical strategic importance across Agencies or at government level.

(j) Difference Between Band 9 and Band 10

Band 10 work leads a multi-functional or multi-disciplinary program which may influence government policy and involve a high degree of sensitivity or risk and where outcomes can influence national debate in the field of expertise.

Bands 9 and 10 cater for work requiring high level specialist expertise, as demonstrated by associated attraction and retention issues, in excess of Band 8 but which does not have the management and/or corporate focus required of Senior Executive Service work. These duties and responsibilities will continue to be required to satisfy Senior Executive Service criteria and work value considerations.

The difference between Bands 9 and 10 will also often result from market forces, the impact on government, the significance of outcomes and reporting arrangements.

4. GENERAL STREAM BAND DESCRIPTORS

Band 1	
Focus	Entry level work requiring the application of precise practices, methods and standards where the focus is on learning, developing and refining non-trade/trade/technical/administrative skills to apply within existing operational guidelines, systems and processes. Routine task focussed work, which initially is strictly limited in scope. Exposure to a wider range and complexity of tasks increases with knowledge and experience. The scope of work assigned varies according to specific entry level qualifications, the nature of the role and experience.

Band 1	
Context and Framework	Clear and detailed instructions on techniques, methods, priorities and timeframes are provided and work is performed under close supervision. Work is routinely reviewed and checked for task completion.
Expertise	Knowledge and expertise is consistent with entry level work and work with defined and limited functions. Qualifications and experience vary at this level and the work undertaken is consistent with that knowledge. Knowledge and experience may be gained through relevant courses of study and/or competency assessment.
Interpersonal Skills	Receives instruction, advice and feedback relevant to gaining knowledge, applying skills and completing tasks. Maintains open communication to learn and understand operational context and to improve efficiency and effectiveness. Provides explanations of standard and routine processes and procedures to team members, clients and members of the public. As expertise increases is expected to suggest improvement in the application of techniques, practices and methods, to provide feedback on instructions received and procedures to be followed and to assume more responsibility for how skills are applied and tasks are completed.
Judgement	Initially choices are limited to following clear and specific instructions according to existing standards. As familiarity develops increasing judgement is expected in selecting the most appropriate means of completing the task while deviations, problems or unfamiliar situations not covered by instructions would be referred to the supervisor.
Influence of Outcomes	The influence of this work is limited to undertaking tasks that provide routine and standard information, support and assistance to the work team, clients and members of the public. Contributes to team and client satisfaction by correct and appropriate use of skills.

Band 1	
Responsibility for Outcomes	Responsible for the satisfactory completion of tasks consistent with learning and developing skills and applying them correctly in the operational context. Responsible for appropriate use of tools, equipment and resources and for establishing co-operative relationships with team members, clients and members of the public.

Band 2	
Focus	Work requiring the application of conventional non-trade or administrative practices methods and standards according to existing operational guidelines, systems and processes. The work consists of multiple, diverse tasks to be performed to achieve specified outcomes. The work provides routine advice, support and assistance to a work team.
Context and Framework	Initially detailed instructions are provided on established techniques, methods, priorities and timeframes. Consistent with increasing experience detailed instructions are limited to unusual requirements which do not have clear guidelines or precedents. Some interpretation, modification or adjustment of accepted practices, methods or standards may be required to achieve specified outcomes. Performance is assessed by task completion in meeting specified outcomes.
Expertise	Knowledge and expertise consistent with qualifications recognised at Certificate III or equivalent level. Some conventional practices, methods and standards are known. As knowledge and experience is gained in understanding relevant systems and procedures independent management of work load increases.

Band 2	
Interpersonal Skills	Receives instructions and guidance on work practices and processes and in meeting unusual requirements. Actively participates in reviewing and explaining operational procedures and in providing information and liaising with clients, stakeholders and members of the public. Displays good communication and interpersonal skills in gaining the co-operation of others and deals effectively with challenging behaviour.
Judgement	Increasingly required to exercise judgement in the choice of work methods, in prioritising tasks and in the application of skill in selecting the appropriate course of action. Independent decision-making and initiative regarding the planning and completion of tasks and achievement of outcomes is expected to increase with experience. Proposes alternative approaches in the work area.
Influence of Outcomes	The work contributes to the effective operation of the work unit including on client, stakeholder and public perception. Maintains established standards, systems and procedures and proposes improvements to practices, methods and processes.
Responsibility for Outcomes	Responsible for the satisfactory completion of tasks that are significant for the operational effectiveness of the work unit. Responsible for ensuring work methods and processes meet required standards with some independence to modify or adapt existing approaches for more effective service delivery for client and stakeholder.

Band 3	
Focus	Work requiring qualified trade/technical or specialised administrative and clerical skills for the application and adjustment of conventional practices, methods and standards according to established guidelines, systems and processes. The work consists of a trade/technical practitioner or specialised administrative and clerical focus on complex, multiple, diverse tasks to be performed to achieve specified outcomes. Tasks involve precise, intricate and unrelated methods and processes. May assist a team leader to supervise less experienced staff engaged in performing similar less demanding tasks.
Context and Framework	General instructions are provided, other than for more complex and unusual requirements which do not have clear guidelines or precedents. Interpretation, modification or adjustment of accepted practices, methods or standards is routinely required to achieve specified outcomes. Uses initiative to resolve issues and satisfy client and stakeholder requirements.
Expertise	Knowledge and expertise consistent with qualifications recognised at Certificate III and IV or equivalent level. Trade/Technical practitioner or specialist administrative and clerical subject matter knowledge and experience in the application of practices, methods and standards to meet the requirements of the operational area. Recognised trade/technical practitioner and specialised administrative and clerical skills in applying precise, intricate and unrelated practices and methods to resolve operational issues and to meet specified outcomes.

Band 3	
Interpersonal Skills	Well developed interpersonal and communication skills. A leadership role in reviewing and explaining operational procedures and in providing information to and liaison with clients, stakeholders and members of the public. Assistance may be provided to a supervisor in reviewing and evaluating practices and standards and providing recommendations. Effective instruction, guidance and feedback is provided to less qualified or experienced staff.
Judgement	Exercises independent judgment in the practices, methods and standards to be applied, and the planning and timing required to complete complex, diverse tasks. Creativity and initiative required to provide options, recommendations and solutions to satisfy non-standard requirements.
Influence of Outcomes	The work has a significant influence on the effective operation of the work unit including client, stakeholder and public perception regarding program or service delivery. A trade/technical employee or specialist administrative or clerical employee proposes and develops options to modify practices, methods and approach to meet specified needs while maintaining quality standards. Assists a supervisor regarding the development of less qualified or experienced staff.
Responsibility for Outcomes	Responsible for maintaining practices, methods and standards and their modification as appropriate to provide satisfactory solutions for complex operational issues. Responsible for maintaining quality control of outcomes. Responsible for assisting a supervisor to ensure less qualified or experienced staff receive appropriate instruction, guidance, and performance feedback.

Band 4	
Focus	Work within a defined field requiring the evaluation/co-ordination and/or integration of complex tasks within a defined field. The work includes one or more components of planning, organising, directing, controlling or co-ordinating resources and related activities. The work includes one or more components of research, analysis, investigation, evaluation and providing options and recommendations. Interprets and modifies guidelines, systems and processes to ensure conformity with specified outcomes and/or to provide alternative approaches to resolve operational problems. Makes decisions on the proposals and recommendations of lower level employees.
Context and Framework	General direction is provided to achieve the required outcomes as operational guidelines, systems and processes are well understood. Policies, rules and regulations provide a framework for decision-making in undertaking and integrating the relevant activities of the work area. Flexibility, innovation and initiative expected in providing alternative solutions to complex operational issues within the field of work.
Expertise	Knowledge and expertise consistent with qualifications recognised at Diploma or Advanced Diploma or equivalent level. Well developed knowledge and expertise in the application of policies, rules and regulations to guidelines, systems and processes. Trade work requires specialised knowledge and expertise which may require solutions to complicated, difficult, intricate and unrelated problems with existing infrastructure, equipment, systems and processes. Well developed expertise in managing and applying information and specialised knowledge to the range of related activities of the work area. Develops expertise in controlling and managing allocated resources.

Band 4	
Interpersonal Skills	Work at this level may involve a supervisory role. Highly regarded communication and interpersonal skills. This involves instructing, guiding and mentoring less experienced staff and making decisions on operational performance and activities. Informs and guides to gain the acceptance of others regarding the practices, systems and processes required to achieve program and service delivery outcomes. Interprets and explains complex operational procedures and provides advice and detailed information to clients, stakeholders and members of the public.
Judgement	Exercises judgement in applying policies, rules and regulations to practices, methods, systems and processes. Applies specialised expertise to resolve complex operational issues with existing systems, procedures, infrastructure and equipment. Compiles, analyses and evaluates complex and unrelated information to maintain and modify operational performance and service delivery.
Influence of Outcomes	The work has a significant influence on service delivery performance and outcomes for the work unit. Uses specialised expertise to advise, develop and recommend alternative approaches to achieve the work unit's objectives. Instruction, guidance and mentoring have a significant influence on the development of less qualified or experienced employees.
Responsibility for Outcomes	Responsible for ensuring guidelines, systems and processes are applied appropriately to integrate related activities to meet specified objectives. Responsible for providing options and recommendations to resolve complex operational issues and/or improve operational effectiveness. Where supervision is involved, responsible for ensuring advice, recommendations and decisions support specified service delivery and program outcomes.

Band 5	
Focus	Work within a defined field requiring the evaluation/co-ordination and/or integration of diverse and varied operational procedures and practices. The work requires detailed planning, organising, directing, controlling and co-ordinating of resources and related activities. The work requires in-depth research, analysis, investigation and evaluation to develop and implement complex practices, systems and processes to meet difficult operational and service delivery requirements. Specialised work in a particular discipline to provide authoritative advice and expertise to support a range of complex activities.
Context and Framework	Applies specialised technical knowledge of a particular discipline to provide effective practical solutions in a complex operational environment. Work is undertaken within established guidelines, systems and processes with limited guidance required in applying specialised expertise to complex and challenging activities. Considerable independence in interpreting and evaluating the requirements and effectiveness of operational program and service delivery according to the decision-making framework and in providing solutions to meet service delivery requirements. Establishes new operational guidelines and/or precedents within the area of expertise consistent with operational policy.
Expertise	Highly proficient in the area of expertise with extensive skill in a specific discipline or in a particular field. In-depth knowledge and experience of the decision-making and operational framework, specific guidelines, systems and processes and their effects on stakeholders, clients, other employees and members of the public. Supervisory and specialised roles provide leadership, instruction and guidance in the specific discipline or area of expertise in implementing and modifying existing methods, systems, processes, infrastructure and equipment to resolve operational problems.

Band 5	
Interpersonal Skills	Informs and guides to gain the acceptance of others regarding the maintenance and modification of intricate and unrelated methods, systems and processes for effective service and program delivery outcomes. Provides clear and authoritative advice and recommendations for complex activities that are understood and accepted by others as resolving program and service delivery challenges. May represent the organisation with the authority to negotiate outcomes that meet the specified requirements and objectives of the program or service delivery unit. A supervisor mentors and evaluates the performance of less qualified or experienced staff.
Judgement	Exercises initiative, flexibility and creativity in applying specialised expertise to meet complex operational challenges. Makes informed decisions, recommendations and/or implements alternative methods of approach to provide operational solutions for program and service delivery requirements. Identifies, assesses and responds to changes to guidelines, systems, methods and processes in applying appropriate solutions.
Influence of Outcomes	The work provides significant specialised support in meeting the work area's objectives. Influences the skill development and performance of less experienced employees. Influences the effective use of infrastructure, systems and processes and their modification in response to changes to operational procedures and the decision-making framework.
Responsibility for Outcomes	Responsible for ensuring specialised expertise is effectively applied to provide program and service delivery outcomes consistent with the operational framework. Responsible for providing leadership, instruction and guidance to less qualified or experienced employees in the specific discipline or area of expertise.

Band 6	
Focus	Roles support the operational activities of a defined field of activity by managing or providing specialised advice. These are complex activities of significance for the delivery of outcomes for the functional or program unit. A management role interprets policies, regulations and guidelines and designs and implements plans, systems and procedures to deliver services consistent with program objectives. Specialists identify and define issues according to the established decision-making and operational framework to develop operational solutions, guidelines and recommendations for improved service delivery outcomes. This involves a highly detailed focus on the activities of the field and may involve more than one discipline. This includes investigation, review, research, analysis and integration of varied and diverse policies, rules, systems and processes for effective operational outcomes.
Context and Framework	The work area unit or program activities have a direct and significant effect on outcomes for the functional unit or program activity. The role operates with considerable independence in determining priorities, procedures and approach in implementing policies, plans, systems and procedures in a complex specialised environment Guidance and instruction may on occasion be received on the implementation of modifications consistent with policy, regulatory and/or technological requirements and developments. Work of a highly technically complex nature or with a varied range of activities may receive instruction and /or provide innovative solutions to meet program or service delivery outcomes.

Band 6	
Expertise	Significant expertise in the relevant discipline(s) and associated field of activity gained through in-depth experience. Highly developed and detailed understanding of the operational framework including regulations, polices, systems and processes for effective program and service delivery. Management roles require significant management skills and expertise to lead a complex activity or program unit to support the operations of functional area. Roles providing specialised advice require highly developed detailed subject-matter knowledge. Incorporates knowledge of relevant associated activities within the functional area to improve operational effectiveness and service delivery.
Interpersonal Skills	Informs and negotiates to gain the acceptance of others regarding the application of policies, plans and processes in providing defined service and program delivery outcomes. Provides authoritative advice, recommendations and solutions in implementing complex rules, regulations, guidelines, systems, and processes within the field of activity. May represent the organisation with the authority to negotiate and conclude outcomes that meet the specified requirements and objectives of the program or service delivery unit.
Judgement	Clarifies and interprets the decision-making framework and operational systems and procedures to provide outcomes consistent with program objectives. Initiative, flexibility and creativity in developing options and recommendations to resolve problems and improve service delivery outcomes. Highly developed conceptual and reasoning skills to research, investigate, analyse, evaluate and integrate relevant solutions from diverse disciplines or fields into the area of activity.

Band 6	
Influence of Outcomes	Advice and recommendations are provided directly to the manager of the function or program area in relation to implementation of policies, plans and processes. Service delivery or program outcomes may be altered as a result. There is a clear and direct effect on effective and efficient operation of the function or program activities. Advice provided is regarded as authoritative, specialised, consultative and/or management advice. There may be a strong influence on associated program activities in the functional area.
Responsibility for Outcomes	Responsible for the implementation of policies, regulations and plans to provide efficient and effective program or service delivery outcomes. This includes developing guidelines and performance options, planning future activities, negotiating for appropriate resources and determining measures for accountability. Management and/or quality control of outcomes, processes, systems, resources, assets and infrastructure. This includes managing the performance of sub-ordinate staff. Provides advice on the application of policy to systems and processes in meeting specified program objectives.

Band 7	
Focus	Work within a specialised program or engaged in complex activities within a functional area. The work usually integrates varied and diverse organisational policies and rules with support systems and processes for effective operational outcomes. Roles with a management focus, or specialists involved with a specialised program, lead an activity or program unit within a functional area. A management role interprets policies, regulations and guidelines to determine milestones, objectives, methods and priorities to support complex activities within a specified program. Specialists develop operational rules, guidelines and systems to achieve program objectives. This may modify the approach to established processes within a defined policy, regulatory and operational framework.

Band 7	
Context and Framework	The work area unit or program activities have a direct and significant effect on organisational outcomes and the achievement of corporate objectives. Established decision-making and operational frameworks may require considerable interpretation and initiative to provide effective program and service delivery outcomes. A complex specialised environment implementing conventional plans, systems and procedures. These evolve and are modified according to policy, regulatory and/or technological requirements and developments. Guidance and instruction may on occasion be received on the implementation of highly technically complex modifications that provide solutions consistent with policy, regulatory and/or technological requirements and developments. Operates with considerable autonomy and is required to provide leadership regarding the design, development and operation of function and/or program activities. Defines core program and service delivery issues to develop options and recommendations for operational change and/or for new research projects.
Expertise	High level specialised expertise in the relevant discipline and associated field of activity gained through extensive experience. High level knowledge of the operational and service delivery processes of government, the relevant technical, administrative and/or clerical discipline, field and program area, the relevant industry sector and the employing Agency and of the interaction between them. Management roles require highly developed management skills and expertise to lead a defined complex activity or program within a functional area. Roles providing technical or policy advice require highly developed expertise based on specialised subject matter knowledge.

Band 7	
Interpersonal Skills	Leads and motivates to gain the co-operation of others in the achievement of difficult and sometimes conflicting objectives, which may include incompatible processes, in developing or implementing improvements to established plans, systems and procedures. Manages staff and stakeholders and promote co-operation, teamwork and understanding in undertaking specialised processes. Develops productive relationships with specialists and stakeholders with similar levels of skill and experience in related field or program area to share ideas and to resolve problems. Clearly articulates complex and difficult issues to staff and stakeholders in terms which are understandable by the audience. Represents the organisation with the authority to conduct and commit to a negotiated outcome regarding operational processes for the area of responsibility and which may have operational implications beyond the functional area or program activity. Models a high standard of ethical behaviour and promotes values and a workplace culture to support this standard.
Judgement	Identifies, defines and develops options and recommendations to implement and improve the delivery of complex specialised programs and/or services within a functional area which may include responding to new and emerging developments. Solutions are constrained by the existing policy and regulatory framework, budget and resource considerations and established program delivery methodologies. Highly developed conceptual and reasoning skills to research, investigate, analyse, evaluate and integrate relevant solutions from related disciplines or fields into the area of activity. Flexibility, creativity and innovation associated with research, investigative, analytical and appraisal skills. Options provided and solutions recommended may require the development of new operational systems and methods for improved service delivery outcomes. Alternative sources of advice may be limited within the Agency.

Band 7	
Influence of Outcomes	Advice and recommendations are provided directly to the manager of the function or program area and/or indirectly to the Head of Agency in relation to the management of the activity or program unit and the development and/or implementation of new plans, systems or procedures. Service delivery or program outcomes are altered. There is a clear and direct effect on the effective and efficient operation of the function or program and on the implementation of government policy through program and service delivery outcomes. Advice provided is authoritative, specialised, consultative and/or management advice to a particular program or range of activities.
Responsibility for Outcomes	Responsible for efficient and effective program or service delivery including budget management, optimal use of resources and maintaining and/or modifying policy, administrative processes and research projects. This includes planning future activities, negotiating for appropriate resources and determining measures for accountability. Managers are accountable for managing the performance and development of staff. Technical, administrative and/or clerical specialists are accountable for mentoring and role-modelling less qualified or experienced staff. Considerable independence in determining priorities and approach to managing the activities of the program or unit. Specialists are required to remain abreast of contemporary developments in the discipline or field and related subject matter. Responsibility may be shared with relevant specialists and executive management for the development of strategy, policy or program implementation especially with regard to new developments.

Band 8	
Focus	Roles with a management focus lead a function or program unit to deliver outcomes that are of significant strategic importance for the Agency. Technical, administrative and/or clerical specialists responsible or involved with a highly specialised program contribute to the strategic planning and decision-making process. This involves developing and/or modifying operational program strategies, policies and rules and supporting systems and procedures to achieve specified outcomes. Determines appropriate milestones, priorities and approach to program delivery.
Context and Framework	The function or program activities have a direct and significant effect on organisational outcomes and the achievement of corporate objectives. Considerable operational autonomy with operational direction according to government policy and broad corporate objectives. A complex specialised environment which requires the development, implementation and modification of program-specific strategy, policy, principles, systems and processes that reflect corporate strategy, policy, regulatory or technological developments. Established precedents and policies may require interpretation for operational effectiveness. Emerging issues can be due to significant operational concerns and can anticipate regulatory change. Shares the determination of program-specific policy and processes to meet core organisational objectives and strategies. This can include broadly based operational policies, professional programs, organisation-wide policies and specialised projects.
Expertise	High level and/or specialist knowledge and expertise through extensive experience. High level understanding of the structures and processes of government, the relevant technical, administrative and/or clerical discipline, field and program area, the relevant industry sector and the employing Agency and of the interaction between them. Management roles require highly developed management skills and expertise to manage and lead a functional unit or program.

Band 8	
Interpersonal Skills	Leads and motivates to gains the co-operation of others in the achievement of challenging, difficult and sometimes conflicting objectives, which may include incompatible processes, in developing or implementing improvements to established principles, precedents and procedures. Manages staff and stakeholders and promotes co-operation, teamwork and understanding in undertaking demanding and complex work. Develops productive relationships with specialists and stakeholders with similar levels of skill and experience in various fields to share ideas and to resolve problems. Clearly articulates highly complex and difficult issues to staff and stakeholders in terms that are understandable by the audience. Represents the organisation with the authority to conduct and commit to a negotiated outcome regarding strategies, policies, programs and objectives for the area of responsibility and which have implications for the Agency. Models a high standard of ethical behaviour and promotes values and a workplace culture to support this standard.
Judgement	Identifies, defines and develops options for complex policy and program delivery within a functional area and recommends solutions to unusual or emerging problems. Solutions are constrained by the existing policy and regulatory framework, budget and resource considerations and established program delivery methodologies. Highly developed conceptual and reasoning skills. Flexibility, creativity and innovation regarding the implementation of government and organisational strategy and policy and the integration of relevant solutions from diverse disciplines or fields. Options provided and solutions recommended may require the development of new program strategies, policies, plans and procedures with significantly altered organisational outcomes. Alternative sources of advice may be limited within the Agency.

Band 8	
Influence of Outcomes	Advice and recommendations are provided to the Head of Agency in relation to the effectiveness of functional or program activity and service delivery. There is a strong influence on other functional areas within the Agency and occasionally on related functions in other Agencies. The nature of the response required to address emerging trends may alter the way work is organised and /or performed within the function or program area. Developments may improve program functions and organisational efficiency and performance and result in a better alignment and integration of activities within the functional area. Community, client and stakeholder regard for the implementation of government policy through program or service delivery outcomes may be affected.
Responsibility for Outcomes	Responsible for the efficient and effective operation of the function or program requiring budget management, optimal use of resources and maintaining and/or modifying strategy and policy, administrative processes and research projects. This includes planning future activities, negotiating for appropriate resources and determining measures for accountability. Managers are accountable for the performance and development of staff. Technical, administrative and/or clerical specialists are accountable for mentoring and role-modelling less qualified or experienced staff. Specialists are required to remain abreast of contemporary developments, to identify emerging trends and to maintain a network of peers and specialists in the subject area. Responsibility may be shared with relevant specialists and executive management for the development of program strategy, policy or implementation especially with regard to new developments.

Band 9	
Focus	Roles with a management focus lead a multi-functional or multi-disciplinary program that delivers outcomes of critical strategic importance for the Agency. Specialists develop policies, programs and initiatives for implementation in major functional and/or multi-disciplinary programs within and/or across Agencies. Operational policies and precedents are not definitive which requires interpretation of general strategic and policy framework for direction.
Context and Framework	The function or program has a direct and critical effect on organisational outcomes. Autonomy for initiatives is consistent with government policy, the principles of public administration and/or the relevant technical discipline or field and broad corporate objectives. This is a highly complex specialised environment which regularly requires the development and/or implementation of strategic corporate initiatives according to technological, conceptual and/or legal developments. Precedents and policies are lacking and considerable innovation and interpretation is required. These roles define core issues and the decision-making framework for fundamental organisational strategic, policy or operational development. This can range across government. Emerging issues can be due to significant community and professional concerns and can anticipate legislative change.
Expertise	High level expertise in the program activity or in a discipline or field that is critical to the program or Agency. High level understanding of the operational cultures of government, the relevant technical, administrative and/or clerical discipline, field or program area, the relevant industry sector and the employing Agency and of the interaction between them. High level management expertise to manage and lead a complex multi-functional unit or multi-disciplinary program. Specialists apply expertise and complex concepts which may be drawn from non-related fields, which define the capability to deliver program requirements.

Band 9	
Interpersonal Skills	Leads and motivates to gain the co-operation of others in achieving difficult and sometimes conflicting objectives in developing or implementing options which may lie outside established precedents and parameters. Manages networks of staff and stakeholders and promotes co-operation, teamwork and understanding in addressing demanding and complex challenges. Develops productive relationships with specialists and stakeholders with similar levels of expertise in diverse fields or program areas to share ideas and to resolve problems. Clearly articulates highly complex concepts to diverse stakeholders in terms that are understandable by the audience. Represents the organisation with the authority to conduct and commit to a negotiated outcome regarding objectives, concepts, strategies and policies for the area of responsibility and which have implications beyond the functional area or program activity. Models a high standard of professional and ethical behaviour and promotes values and a workplace culture to support these standards.
Judgement	Identifies, defines and develops options for complex strategic, policy and program delivery to implement government policy. Recommends solutions for unusual or emerging strategic issues which impact on the operating environment. Solutions are constrained by the policy and regulatory framework, budget and resource considerations and established program delivery methodologies. Advanced conceptual and reasoning skills. Flexibility, innovation, creativity and long-term strategic vision associated with high level research, investigative, analytical and appraisal skills. Alternative sources of advice are limited. Options provided and solutions recommended may require the development of novel strategies, policies and approaches and the outcomes produced may be original, innovative or unprecedented.

Band 9	
Influence of Outcomes	Advice and recommendations are provided directly to the Head of Agency and indirectly to government. The outcomes have critical Agency corporate effect and directly influence strategy, policy, planning and decision-making options across Agencies.. Outcomes may lead to the adoption of new program delivery systems or methods. Outcomes may improve community benefits and may have significant and far reaching implications across government within the field of endeavour. The model of service delivery and/or way work is performed may be altered as a result.
Responsibility for Outcomes	Responsible for the development and/or implementation of important strategic corporate initiatives in response to emerging challenges and which may include complex specialised service delivery models. Responsible for meeting specified financial, quality and time related objectives and the optimal use of resources. Managers are accountable for the performance and development of staff. Technical, administrative and/or clerical specialists are accountable for mentoring and role-modelling less qualified or experienced staff. Specialists are required to remain abreast of contemporary knowledge, to identify emerging trends and developments and to maintain a network of peers and specialists in and beyond the subject area. Responsibility may be shared with relevant specialists and executive management for the development of strategy and policy or program implementation especially with regard to more significant, challenging and unusually complex developments or activities.

Band 10	
Focus	Leads a highly specialised major program or field of research. Leads a multi-function or multi-disciplinary program of critical strategic importance for the Agency and/or government. Policy or research outcomes may change Agency and/or government policy or have a major influence within or across Agency programs. High level professional advice provided across Agencies.
Context and Framework	The function or program activities have a state-wide and critical effect on organisational outcomes and for the implementation of government policy. Limited frameworks, precedents and guidelines are available beyond broad government policy and professional principles and standards. A highly complex specialised environment which requires the development of strategic directions, policy frameworks and technical and/or administrative programs according to technological, conceptual, environmental and/or legal developments. Issues frequently involve a high degree of sensitivity or risk for industry sector or field of endeavour. Emerging issues can be due to significant industry, community and professional concerns and outcomes can influence national debate in the field of expertise.
Expertise	Nationally recognised as an expert and/or specialist in the particular discipline or area of expertise. Demonstrates significant achievements and experience in the field of endeavour. Authoritative advice and excellence of work enhances the reputation of the Agency. Writes, researches, publishes and presents to peers, stakeholders and senior management. High level expertise to lead a complex multi-functional unit or multi-disciplinary program.

Band 10	
Interpersonal Skills	Leads and inspires others in work that presents fundamental challenges and which lies outside established precedents and parameters. Manages networks of other experts, professionals, executive management and stakeholders to develop and implement initiatives appropriate to meet government priorities. Clearly articulates highly complex and challenging concepts, proposals and results to a diverse audience. Represents the organisation with expert authority regarding objectives, concepts, strategies and policies for the area of expertise and which have implications for government. Models high standards of professional and ethical behaviour and promotes values and influence and shape workplace culture to support these standards.
Judgement	Identifies, defines and develops options for complex and challenging strategic, policy and program delivery to meet government priorities. Research and recommendations provided for programs and options regarding challenging and emerging strategic issues which impact on the operating environment and/or wider community/industry. Solutions are constrained by the existing conceptual and/or policy framework, budget and resource considerations and established program delivery methodologies, influential stakeholders and community expectation. Advanced conceptual and reasoning skills. Highly innovative and creative with strategic vision regarding long term implications for the state. Alternative sources of advice are only available external to government. Options provided and solutions recommended require the development of novel strategies, policies and approaches and the outcomes produced are original, innovative or unprecedented.

Band 10	
Influence of Outcomes	Advice and recommendations are provided directly to the Head of Agency and government ministers. The outcomes directly influence the implementation of new strategic policy, planning, program and decision-making options within and/or across Agencies and have critical Agency/government effect. Outcomes lead to the adoption of new strategies, policies and/or research methodologies. Outcomes improve existing parameters, standards and benefits to the community and have significant and far reaching implications across government within the field of endeavour. The model of service delivery and/or way work is performed alter as a result. These outcomes influence community regard of the implementation of government policy.
Responsibility for Outcomes	Responsible for the research, development and/or implementation of highly complex programs in response to emerging challenges which may lie outside existing parameters. Responsible for meeting specified financial, quality and time related objectives and for the optimal use of resources. Responsible for the performance and professional development of staff and other specialists. Specialists are required to remain abreast of contemporary knowledge, to identify emerging trends and developments and to maintain a national network of peers and specialists in and/or beyond the subject area.

5. SUMMARY OF DIFFERENCES BETWEEN PROFESSIONAL STREAM BANDS

(a) Band 1

Development and application of graduate level knowledge to conventional professional practices, methods and standards according to established operational guidelines, systems and processes. An initial focus on performing complex, diverse and multiple tasks develops to interpret and modify guidelines, systems and processes to provide required outcomes.

(b) Difference Between Band 1 and Band 2

Band 2 work is directed at coordinating and integrating the operational procedures to be undertaken, that is, the systems and processes for program and service delivery within which complex, diverse and varied procedures and practices are undertaken. Well developed professional skill and expertise and in-depth knowledge of the operational and decision-making framework of a particular discipline or field of activity.

(c) Difference Between Band 2 and Band 3

Band 3 work leads a complex activity or program unit requiring the development and/or determination of the operational methodology according to the prevailing decision-making framework and to meet service delivery requirements.

(d) Difference Between Band 3 and Band 4

Band 4 work leads a complex functional or program unit and develops program strategies, policies and operational approach in response to corporate or technological developments. The complex program delivery has a direct and significant effect on the achievement of organisational objectives.

(e) Difference Between Band 4 and Band 5

Band 5 work leads a multi-functional or multi-disciplinary program where operational policies and precedents are not definitive and outcomes are of critical strategic importance for the Agency.

(f) Difference Between Band 5 and Band 6

Band 6 work leads a multi-functional or multi-disciplinary program which may influence government policy and involve a high degree of sensitivity or risk and where outcomes can influence national debate in the field of expertise.

6. PROFESSIONAL STREAM BAND DESCRIPTORS

Professional Band 1	
Focus	Work within a defined field requiring the development of graduate level knowledge for the application and adjustment of conventional and specialised professional practices, methods and standards according to established operational guidelines, systems and processes. Initially, the work consists of a focus on multiple, diverse tasks to be performed to achieve specified outcomes. Tasks involve precise, intricate and unrelated methods and processes and may consist of work regarded as difficult and complex. The work includes one or more components of research, analysis, investigation, evaluation and providing options and recommendations. With experience, work requires the co-ordination and integration of complex tasks within a defined field. Consistent with ongoing development, required to interpret and modify guidelines, systems and processes to ensure conformity with specified outcomes and/or to provide alternative approaches to resolve operational problems. May make decisions on the proposals and recommendations of lower level associates.
Context and Framework	Initially, general instructions are provided. More complex and unusual requirements which do not have clear guidelines or precedents may require more detailed instructions. With experience, general direction is provided to achieve the required outcomes as guidelines, systems and processes are well understood. Interpretation, modification or adjustment of accepted practices, methods or standards is routinely required to achieve specified outcomes. Policies, rules and regulations provide a framework for decision-making in undertaking and integrating the activities of the work area. Flexibility, innovation and initiative expected in providing alternative solutions to complex operational issues within the area of activity to resolve issues and satisfy client and stakeholder requirements.

Professional Band 1	
Expertise	Knowledge and expertise consistent with qualifications from a recognised tertiary institution. Initial theoretical subject matter knowledge increases with experience to be recognised as well developed knowledge and expertise in the application of operational policies, rules and regulations to systems and processes. Initially applies subject matter knowledge and experience to professional practices, methods and standards. Consistent with professional development, applies expertise to provide solutions to complicated, difficult intricate and unrelated problems with existing infrastructure, equipment, systems and processes. Develops expertise in controlling and managing allocated resources.
Interpersonal Skills	Well developed interpersonal and communication skills. Assistance may be provided to a supervisor in reviewing and evaluating practices and standards and providing specified outcomes including recommendations. With experience, develops decision-making regarding operational performance and activities by informing, guiding and gaining the acceptance of others in adopting practices, systems and processes required to achieve program and service delivery outcomes. With experience, required to interpret and explain complex operational procedures and provide advice and detailed information to clients, stakeholders and members of the public.

Professional Band 1	
Judgement	Consistent with ongoing development required to exercise independent judgment in the application of conventional practices, methods and standards to be applied, and the planning and organisation required to complete complex, diverse tasks. With experience, creativity and initiative increases to provide options, recommendations and solutions to satisfy non-standard requirements. With experience, increasingly required to exercise independent judgement in applying organisational policies, rules and regulations to professional methods, systems and processes. Applies expertise to resolve complex operational issues with existing systems, procedures, infrastructure and equipment. Researches, compiles, analyses and evaluates complex and unrelated information to maintain and modify operational performance and service delivery.
Influence of Outcomes	The work has an influence on the effective operation and performance of the work unit including client, stakeholder and public perception regarding program or service delivery. Consistent with ongoing development, proposes and develops options to modify practices and methods and to recommend alternative approaches to achieve the work unit's objectives while maintaining quality standards. Instruction, guidance and mentoring have a significant influence on the development of less qualified or experienced associates.
Responsibility for Outcomes	Responsible for maintaining professional practices, methods and standards and their modification as appropriate to provide satisfactory solutions for complex operational issues. Responsible for maintaining quality control of outcomes. Responsible for ensuring less qualified or experienced associates receive appropriate instruction, guidance, and performance feedback. With experience is responsible for ensuring operational guidelines, systems and processes are applied appropriately to integrate related activities to meet specified objectives. With experience is responsible for providing options and recommendations to resolve complex operational issues and/or improve the operational effectiveness.

Professional Band 2	
Focus	Work within a defined field requiring the evaluation/co-ordination and/or integration of complex, diverse and varied operational procedures and practices to support the activities of the work area. The work requires in-depth research, analysis, investigation and evaluation to develop and implement complex practices, systems and processes to meet difficult operational and service delivery requirements. Specialised work in a particular discipline provides authoritative advice and expertise to support a range of complex program activities consistent with the established decision-making and operational framework. The work requires the interpretation of organisational rules and professional principles to guide the development and application of operating systems, methods and procedures relating to one discipline Detailed planning, organising, directing, controlling and co-ordinating of resources associated with supporting complex program activities.
Context and Framework	The work provides support to a work area or program activities which have a direct and significant effect on outcomes for the functional unit or program activity. Work is to apply well developed practitioner and/or specialised knowledge of a particular discipline to provide effective practical solutions in a complex operational environment. Work is undertaken within established operational guidelines, systems and processes with limited guidance required in applying highly developed expertise to complex and challenging program activities. Independence in interpreting and evaluating the requirements and effectiveness of operational program and service delivery according to the decision-making framework and in providing solutions to meet service delivery requirements. Guidance and instruction may be received on the implementation of modifications consistent with policy, regulatory and/or technological requirements and developments.

Professional Band 2	
Expertise	Highly proficient in the area of expertise with extensive skill in a specific discipline. . In-depth knowledge of the decision-making and operational framework and specific organisational systems and processes and these effects on stakeholders, clients, other employees and members of the public. The level of knowledge becomes highly developed in specific areas regarding the effect of regulations, policies, systems and processes on effective program and service delivery. Provide leadership, instruction and guidance in the specific discipline or area of expertise in implementing and modifying existing methods, systems, processes, infrastructure and equipment to resolve operational problems. An emerging management role in leading components of program activities which support the operations of a functional area.
Interpersonal Skills	Informs and guides to gain acceptance of others regarding the maintenance and modification of intricate and unrelated methods, systems and processes for effective service and program delivery outcomes. Provides clear and authoritative advice and recommendations for complex activities that are understood and accepted by others as resolving program and service delivery challenges. Increasingly engaged in articulating the application of policies, rules, regulations and guidelines to operational processes. Mentors, provides feedback and evaluates the performance of less qualified or experienced associates.
Judgement	Exercises, initiative, flexibility and creativity to apply professional expertise to meet complex operational challenges. Interprets the regulatory and operational frameworks to provide improved service delivery outcomes. Makes informed decisions, recommendations and/or implement alternative approaches that provide operational solutions for program and service delivery requirements. Identifies, assesses and responds to changes to guidelines, systems, methods and processes to apply appropriate solutions.

Professional Band 2	
Influence of Outcomes	Provides significant professional support to meet work area objectives. Influences the skill development and performance of less qualified or experienced associates. Influences the effective use of infrastructure, systems and processes and their modification in response to changes to operational procedures and the decision-making framework. There is a significant effect on effective and efficient operation of the functional or program delivery activities. Advice provided is regarded as authoritative and specialised regarding the area of activity. There may be an influence on associated program activities in the functional area.
Responsibility for Outcomes	Responsible for ensuring professional expertise is effectively applied to provide program and service delivery outcomes consistent with the operational framework. Responsible for providing leadership, instruction and guidance to less qualified or experienced associates in the specific discipline or area of expertise. Increasingly provides advice regarding the application of specific policies, rules, regulations and guidelines to program objectives.

Professional Band 3	
Focus	Work within a specialised program or engaged in complex activities within a functional area. The work usually integrates varied and diverse organisational policies and rules with professional systems and processes for effective operational outcomes. Roles with a management focus, or specialists involved with a specialised program, lead an activity or program unit within a functional area. A management role interprets policies, regulations and guidelines to determine milestones, objectives, methods and priorities to support complex activities within a specified program. Specialists/practitioners develop operational rules and guidelines and professional systems and methods to achieve program objectives. This may modify the approach to established processes within a defined policy, regulatory and operational framework.
Context and Framework	The work area unit or program activities have a direct and significant effect on organisational outcomes and the achievement of corporate objectives. Established decision-making and operational frameworks may require considerable interpretation and initiative to provide effective program and service delivery outcomes. A complex specialised environment implementing conventional professional plans, systems and procedures. These evolve and are modified according to policy, regulatory and/or technological requirements and developments. Guidance and instruction may on occasion be received on the implementation of highly technically complex modifications that provide solutions consistent with policy, regulatory and/or technological requirements and developments. Operates with considerable autonomy and is required to provide leadership regarding the design, development and operation of professional activities. Defines core program and service delivery issues to develop options and recommendations for operational change and/or for new research projects.

Professional Band 3	
Expertise	High level specialised expertise in the relevant discipline and associated field of activity gained through extensive experience. High level knowledge of the operational and service delivery processes of government, the relevant professional discipline, field and program area, the industry sector and the employing Agency and of the interaction between them. Management roles require highly developed management skills and expertise to lead a defined complex activity or program within a functional area. Roles providing professional or policy advice require highly developed expertise based on specialised subject matter knowledge.
Interpersonal Skills	Leads and motivates to gain the co-operation of others in the achievement of difficult and sometimes conflicting objectives, which may include incompatible processes, in developing or implementing improvements to established plans, systems and procedures. Manages staff and stakeholders and promote co-operation, teamwork and understanding in undertaking specialised processes. Develops productive relationships with specialists and stakeholders with similar levels of skill and experience in related field or program area to share ideas and to resolve problems. Clearly articulates complex and difficult issues to staff and stakeholders in terms which are understandable by the audience. Represents the organisation with the authority to conduct and commit to a negotiated outcome regarding operational processes for the area of responsibility and which may have operational implications beyond the functional area or program activity. Models a high standard of ethical behaviour and promotes values and a workplace culture to support this standard.

Professional Band 3	
Judgement	Identifies, defines and develops options and recommendations to implement and improve the delivery of complex specialised programs and/or services within a functional area which may include responding to new and emerging developments. Solutions are constrained by the existing policy and regulatory framework, budget and resource considerations and established program delivery methodologies. Highly developed conceptual and reasoning skills to research, investigate, analyse evaluate and integrate relevant solutions from related disciplines or fields into area of activity. Flexibility, creativity and innovation associated with high level research, investigative, analytical and appraisal skills. Options provided and solutions recommended may require the development of new operational systems and professional methods for improved service delivery outcomes. Alternative sources of advice may be limited within the Agency.
Influence of Outcomes	Advice and recommendations are provided directly to the manager of the function or program area and/or indirectly to the Head of Agency in relation to the management of the activity or program unit and the development and/or implementation of new plans, systems or procedures. Service delivery or program outcomes may be altered. There is a clear and direct effect on the effective and efficient operation of the function or program and on the implementation of government policy through program and service delivery outcomes. Advice provided is authoritative, specialised and/or consultative regarding a particular program or range of activities.

Professional Band 3	
Responsibility for Outcomes	Responsible for efficient and effective program or service delivery including budget management, optimal use of resources and maintaining and/or modifying policy, administrative processes and research projects. This includes planning future activities, negotiating for appropriate resources and determining measures for accountability. Managers are accountable for managing the performance and development of staff. Practitioners/specialists are accountable for mentoring and role-modelling less qualified or experienced staff. Considerable independence in determining priorities and approach to managing the activities of the program or unit. Specialists are required to remain abreast of contemporary developments in the discipline or field and related subject matter. Responsibility may be shared with relevant specialists and executive management for the development of strategy, policy or program implementation for the area of activity especially with regard to new developments.

Professional Band 4	
Focus	Roles with a management focus lead a function or program unit to deliver outcomes that are of significant strategic importance for the Agency. Practitioners/specialists responsible for or involved with a highly specialised program contribute to the strategic planning and decision-making process. This involves developing and/or modifying operational program strategies, policies and rules and professional systems and procedures to achieve specified outcomes. Determines appropriate milestones, priorities and use of resources for program delivery.

Professional Band 4	
Context and Framework	The function or program activities have a direct and significant effect on organisational outcomes and the achievement of corporate objectives. Considerable operational autonomy with operational direction according to government policy and broad corporate objectives. A complex specialised environment which requires the development, implementation and modification of program-specific organisational strategy and policy and professional principles, systems and processes that reflect corporate strategy, policy, regulatory or technological developments. Established professional precedents and organisational policies may require interpretation for operational effectiveness. Emerging issues can be due to significant operational and professional concerns and can anticipate regulatory change. Shares the determination of program-specific policy and processes to meet core organisational objectives and strategies. This can include broadly based operational policies, professional programs, organisation-wide policies and specialised projects.
Expertise	Specialist knowledge and expertise gained through extensive experience. High level understanding of the structures and processes of government, the relevant professional discipline, field and program area, the relevant industry sector and the employing Agency and of the interaction between them. Management roles require highly developed management skills and expertise to manage and lead a functional unit or program.

Professional Band 4	
Interpersonal Skills	Leads and motivates to gain the co-operation of others in the achievement of challenging, difficult and sometimes conflicting objectives, which may include incompatible processes, in developing or implementing improvements to established principles, precedents and procedures. Manages staff and stakeholders and promotes co-operation, teamwork and understanding in undertaking challenging, demanding and complex work. Develops productive relationships with specialists and stakeholders with similar levels of skill and experience from various fields to share ideas and to resolve problems. Clearly articulates highly complex and difficult issues to staff and stakeholders in terms that are understandable by the audience. Represents the organisation with the authority to conduct and commit to a negotiated outcome regarding strategies, policies, programs and objectives for the area of responsibility and which have implications for the Agency. Models a high standard of ethical behaviour and promotes values and a workplace culture to support this standard.
Judgement	Identifies, defines and develops options for complex policy and program delivery within a functional area and recommend solutions to unusual or emerging problems. Solutions are constrained by the existing policy and regulatory framework, budget and resource considerations and established program delivery methodologies. Highly developed conceptual and reasoning skills. Flexibility, creativity and innovation regarding the implementation of government and organisational strategy and policy and the integration of relevant solutions from diverse disciplines or fields. Options provided and solutions recommended may require the development of new program strategies, policies, plans and procedures with significantly altered organisational outcomes. Alternative sources of advice may be limited within the Agency.

Professional Band 4	
Influence of Outcomes	Advice and recommendations are provided to the Head of Agency in relation to the effectiveness of functional or program activity and service delivery outcomes. There is a strong influence on other functional areas within the Agency and occasionally on related functions in other Agencies. The nature of the response required to address emerging trends may alter the way work is organised and /or performed within the function or program area. Developments may improve program functions, organisational efficiency and performance and result in a better alignment and integration of activities within the functional area. Community, client and stakeholder regard for the implementation of government policy through program or service delivery outcomes may be affected.
Responsibility for Outcomes	Responsible for the efficient and effective operation of the function or program requiring budget management, optimal use of resources and maintaining and/or modifying strategy and policy, administrative processes and research projects. This includes planning future activities, negotiating for appropriate resources and determining measures for accountability. Managers are accountable for the performance and development of staff. Practitioners/specialists are accountable for mentoring and role-modelling less qualified or experienced staff. Specialists are required to remain abreast of contemporary developments, to identify emerging trends and to maintain a network of peers and specialists in the subject area. Responsibility may be shared with relevant specialists and executive management for the development of program strategy, policy or implementation for the program or functional area especially with regard to new developments.

Professional Band 5	
Focus	Roles with a management focus lead a multi-functional or multi-disciplinary program that delivers outcomes of critical strategic importance for the Agency. Practitioners/specialists develop organisational policies, professional programs and appropriate initiatives for implementation in major functional and/or multi-disciplinary programs within and/or across Agencies. Operational policies and professional precedents may not be definitive, which requires interpretation of the general strategic and policy framework as well as professional principles, for direction.
Context and Framework	The function or program has a direct and critical effect on organisational outcomes. Autonomy for initiatives is consistent with government policy, the principles of public administration and/or the relevant professional discipline or field and broad corporate objectives. This is a highly complex specialised environment which regularly requires the development and/or implementation of strategic corporate initiatives and professional program according to technological, conceptual, environmental and/or legal developments. Precedents and policies are lacking and considerable innovation and interpretation is required. These roles define core issues and the decision-making framework for fundamental organisational strategic, policy or operational development. Emerging issues can be due to significant community and professional concerns and can anticipate legislative change.

Professional Band 5	
Expertise	High level expertise in the program activity or in a discipline or field that is critical to the program or Agency. High level understanding of the operational cultures of government, the relevant professional discipline, field and program area, the relevant industry sector and the employing Agency and of the interaction between them. High level management expertise to manage and lead a complex multi-functional unit or multi-disciplinary program. Practitioners/specialists apply expertise and complex concepts which may be drawn from non-related fields, which define the capability to deliver program requirements.
Interpersonal Skills	Leads and motivates to gain the co-operation of others in achieving difficult and sometimes conflicting objectives in developing or implementing options which may lie outside established precedents and parameters. Manages networks of staff and stakeholders and promote co-operation, teamwork and understanding in addressing demanding and complex challenges. Develops productive relationships with specialists and stakeholders with similar levels of expertise in diverse fields or program areas to share ideas and to resolve problems. Clearly articulates highly complex concepts to diverse stakeholders in terms that are understandable by the audience. Represents the organisation with the authority to conduct and commit to a negotiated outcome regarding objectives, concepts, strategies and policies for the area of responsibility and which have implications beyond the functional area or program activity. Models a high standard of professional and ethical behaviour and promotes values and a workplace culture to support these standards.

Professional Band 5	
Judgement	Identifies, defines and develops options for complex strategic, policy and program delivery to implement government policy. Recommends solutions for unusual or emerging strategic issues which impact on the operating environment. Solutions are constrained by the policy and regulatory framework, budget and resource considerations, established program delivery methodologies. Advanced conceptual and reasoning skills.. Flexibility, innovation, creativity and long-term strategic vision associated with high level research, investigative, analytical and appraisal skills. Alternative sources of advice are limited. Options provided and solutions recommended may require the development of novel strategies, policies and approaches and the outcomes produced may be original, innovative or unprecedented.
Influence of Outcomes	Advice and recommendations are provided directly to the Head of Agency and indirectly to government. The outcomes have critical Agency corporate effect and directly influence strategy, policy, planning and decision-making across Agencies. Outcomes may lead to the adoption of new program delivery systems or methods. Outcomes may improve community benefits and may have significant and far reaching implications across government within the field of endeavour. The model of service delivery and/or way work is performed may be altered as a result.

Professional Band 5	
Responsibility for Outcomes	Responsible for the development and/or implementation of important strategic corporate initiatives in response to emerging challenges and which may include complex specialised service delivery models. Responsible for meeting specified financial, quality and time related objectives and the optimal use of resources. Managers are accountable for the performance and development of staff. Practitioners/specialists are accountable for mentoring and role-modelling less qualified or experienced staff. Practitioners/specialists are required to remain abreast of contemporary knowledge, to identify emerging trends and developments and to maintain a network of peers and specialists in and beyond the subject area. Responsibility may be shared with relevant specialists and executive management for the development of strategy and policy or program implementation especially with regard to more significant, challenging and unusually complex developments or activities.

Professional Band 6	
Focus	Leads a highly specialised major program or field of research. Leads a multi-function and/or multi-disciplinary program of critical strategic importance for the Agency and/or government. Policy or research outcomes may change Agency and/or government policy or have a major influence within or across Agency programs. Expert professional advice provided across the State Service.

Professional Band 6	
Context and Framework	The function or program activities have a critical effect on organisational outcomes and for the implementation of government policy. Limited frameworks, precedents and guidelines are available beyond broad government policy and professional principles and standards. A highly complex specialised environment which requires the development of strategic directions, policy frameworks and professional programs according to technological, conceptual, environmental and/or legal developments. Issues frequently involve a high degree of sensitivity or risk for the industry sector or field of endeavour. Emerging issues can be due to significant industry, community and professional concerns and outcomes can influence national debate in the field of expertise.
Expertise	Nationally recognised as an expert and/or specialist in the particular discipline or area of expertise. Demonstrates significant achievements and experience in the field of endeavour. Authoritative advice and excellence of work enhances the reputation of the Agency. Writes, researches, publishes and presents to peers, stakeholders and senior management. Highest level expertise to lead a complex multi-functional unit or multi-disciplinary program.

Professional Band 6	
Interpersonal Skills	Leads and inspires others in work that presents fundamental challenges and which lies outside established precedents and parameters. Manages networks of other experts, professionals, executive management and stakeholders to develop and implement initiatives appropriate to meet government priorities. Clearly articulates highly complex and challenging concepts, proposals and results to a diverse audience. Represents the organisation with expert authority regarding objectives, concepts, strategies and policies for the area of expertise and which have implications for government. Models high standards of professional and ethical behaviour and promote values and influence and shape workplace culture to support these standards.
Judgement	Identifies, defines and develops options for complex and challenging strategic, policy and program delivery to meet government priorities. Research and recommendations provided for programs and options regarding challenging and emerging strategic issues which impact on the operating environment and/or wider community/industry. Solutions are constrained by the existing conceptual and/or policy framework, budget and resource considerations, established program delivery methodologies, influential stakeholders and community expectation. Advanced conceptual and reasoning skills. Highly innovative and creative with strategic vision regarding long term implications for the state. Alternative sources of advice are only available external to government. Options provided and solutions recommended require the development of novel strategies, policies and approaches and the outcomes produced are original, innovative or unprecedented.

Professional Band 6	
Influence of Outcomes	Advice and recommendations are provided directly to the Head of Agency and government ministers. The outcomes directly influence the implementation of new strategic policy, planning and decision-making options within and/or across Agencies and have critical Agency/government effect. Outcomes lead to the adoption of new strategies, policies and/or research methodologies. Outcomes improve existing parameters, standards and benefits to the community and have significant and far reaching implications across government within the field of endeavour. The model of service delivery and/or way work is performed alter as a result. These outcomes influence community regard of the implementation of government policy.
Responsibility for Outcomes	Responsible for the research, development and/or implementation of highly complex programs in response to emerging challenges which may lie outside existing parameters. Responsible for meeting specified financial, quality and time related objectives and for the optimal use of resources. Responsible for the performance and professional development of staff and other specialists. Specialists are required to remain abreast of contemporary knowledge, to identify emerging trends and developments and to maintain a national network of peers and specialists in and/or beyond the subject area.

PART IV – EXPENSE AND OTHER ALLOWANCES

1. LOCATION ALLOWANCES

(a) Camp

An employee who is required to camp overnight in a tent or similar type of accommodation in performing their duties is to 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

This allowance compensates for all special conditions such as carrying of tents and equipment, travelling over rough terrain and for work performed in severe climatic conditions.

The employer is to provide all meals of a reasonable standard either by direct payment or by reimbursement of expenses.

(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) '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.

(iii) Where an employee is stationed in one or other of the following districts, the employee is to 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	$3364.00
Other (no dependents)	$1681.00

(2) Category B

Locations under the Commonwealth Taxation Zone B prescription:

Employee with dependent relatives living with them	$1681.00
Others (no dependents)	$841.00

(3) Category S

Special locations as may be approved by the Tasmanian Industrial Commission:

Employee with dependent relatives residing with them	$841.00
Others (no dependants)	$420.00

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

PROVIDED that an employee who has dependants residing with the employee is to 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 part-time employee working in more than one part-time role is not to receive an allowance in excess of that paid to a full-time employee.

(c) Air Fares from Bass Strait Islands

Where an employee is stationed on the Bass Strait Islands and enters upon leave of absence the employee is to, 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 is to 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:

(i) 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;

(ii) 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 is to, 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 is to be in substitution for one or both of the return fares for the person concerned, more particularly set forth in this paragraph;

(iii) the above entitlement is not cumulative, each year standing alone;

(iv) no employee is to 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.

2. MEAL ALLOWANCES

(a) Meal Allowance – Overtime

(i) Where an employee is required to commence duty 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 which requires a meal to be obtained away from home, that employee is to be paid a meal allowance at the rates prescribed in subclause (d) of this clause.

(ii) An employee required to work overtime on a Saturday, Sunday or holiday with pay and who has received notice of this the previous day, or earlier, is not entitled to payment of the meal allowances specified in this clause.

(b) Meal Allowance – Day Travel

An employee required by their employer to undertake duties more than 60 kilometres from the employee's normal work location and who is required to purchase breakfast or an evening meal is entitled to payment of the meal allowances prescribed in subclause (d) of this clause if:

(i) in respect of breakfast, duties are commenced not less than one and a half hours before employee's normal starting time; and

(ii) in the case of dinner, duties are performed for not less than one and a half hours after the employee's normal finishing time.

(c) Meal Allowance – Excess Rates

A meal allowance claimed under subclause (a) or (b) which is in excess of the rates prescribed in subclause (d) of this clause may be paid the expense incurred if the employer considers special circumstances exist to justify the excess expense.

(d) Meal Allowance – Rates

Meal	Rate of Allowance
Breakfast	$11.80
Lunch	$13.30
Dinner	$22.80

The rates contained above are derived from the Australian Taxation Office (ATO) Taxation Determination TD2011/17, Table 1. These rates are to be adjusted from 1 July each year by taking 50% of the appropriate ATO determination for meals in Table 1 of that determination, rounded to the nearest 5 cents.

3. TRAVEL ALLOWANCES

(a) Travelling

The object of this clause is to ensure that an employee who is required to undertake work related travel and who is required to remain away from home overnight is to be provided with accommodation, meals and incidental expenses without incurring out of pocket expenses.

(i) Travel Allowance Expense for Overnight Accommodation, Meal Allowances and Incidental Expenses

(1) An employee who is required to undertake work related travel requiring overnight accommodation is to be paid a travel allowance for expenses incurred calculated in accordance with the following tables:

Overnight Accommodation

Accommodation Venue	Overnight Accommodation Rate
Adelaide	$157.00
Brisbane	$201.00
Canberra	$165.00
Darwin	$189.00
Melbourne	$173.00
Perth	$176.00
Sydney	$183.00
Tasmania	$125.00

Meal Allowances
(Preceding or following an overnight absence)

Breakfast	Applicable 7.00am – 8.30am	$23.65
Lunch	Applicable 12.30 – 2.00pm	$26.55
Dinner	Applicable 6.00pm – 7.30pm	$45.60

Incidental Expenses

Payable per overnight stay:	$17.30

(2) The rates contained in the tables above are derived from the Australian Taxation Office Taxation (ATO) Determination TD2011/17, Table 1. These rates are to be adjusted from 1 July each year in accordance with the appropriate ATO determination. The accommodation component of the allowance is derived from the capital city rate for each State within that Determination.

(ii) Pre-Booking and Payment of Accommodation

(1) The employer may enter into an arrangement with a commercial provider (hotel, motel or serviced apartment) for the provision and payment of accommodation on behalf of an employee.

(2) In such cases the accommodation component of the Travel Allowance Expense will not be paid.

(iii) Payment of Actual Travel Expense

(1) The employer and an employee may enter in an arrangement whereby it is agreed that the actual cost of accommodation and/or expenditure on meals incurred in the course of business are to be paid upon the verification of such receipts as may be tendered in support of the claim.

(2) In such cases the accommodation and/or meal allowances prescribed in paragraph (a)(i) of this clause are not to be paid but the actual accommodation and/or meal expenses incurred in the course of business travel are to be reimbursed to the employee.

(3) An employee who has entered into an arrangement in accordance with subclause 3(a)(iii)(1) above is to be paid the Incidental Expenses Allowance as prescribed in subclause 3(a)(i))(1).

(4) The employer may provide alternative methods of payment of travel expenses, such as through use of a corporate credit card.

(iv) Payment for Employee Choice

(1) An employee may choose not to stay in accommodation for which the employer has a commercial arrangement in which case the employee is to be paid the rates prescribed in paragraph (a)(i) of this clause.

(2) The employer may require the employee to provide evidence by way of receipt that a commercial accommodation (hotel, motel or serviced apartment) expense was incurred.

(3) An employee may choose not to stay overnight in commercial accommodation (hotel, motel or serviced apartment) in which case the accommodation component of the travel allowance is not payable to the employee.

(v) Advance Payment of Travel Allowance Expense

If requested by an employee an advance payment is to be made of the estimated travelling allowance expenses payable for the period of the work related travel.

(vi) Additional Transport Costs Incurred On Work Related Travel

An employee required to undertake work related travel who incurs additional costs through the use of public transport, taxis or hire cars is to be reimbursed those costs by substantiating the actual expenses to the employer.

(vii) Conference and Training Course Incidental Allowance

An employee required to attend a training course or conference where accommodation and all meals are provided is to be paid the Incidental Expenses Allowance as prescribed in paragraph (a)(i) of this clause with the appropriate meal allowance as prescribed in clause 3(a)(i)(1) for any meals not provided.

(viii) Temporary Assignment of Duties at an Alternate Location

An employee required to undertake work related duties that involve travel to a location which requires accommodation for a period up to and /or exceeding three weeks, is to be paid a travelling allowance expense at the following rates:

(1) for the first three weeks, travelling allowances in accordance with the rates prescribed in paragraph (a)(i) of this clause; and

(2) after three weeks travelling allowances at a rate determined by the employer.

(ix) Systematic Travelling

An employee required to undertake systematic travel is to be paid a rate within the limits set out in paragraph (a)(i) of this clause as determined by the employer.

(x) Overseas Travel Allowance Expense

An employee required to undertake work related duties outside of Australia the employee is to be paid travel allowances at a rate determined and published by the Australian Taxation Office that is applicable to overseas locations, as amended from time to time.

(b) Excess Fares

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

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

(c) Private Vehicle Use

(i) Required User

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

Annual Kilometres 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 employer 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 is to be given, and the notice period is to 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 (c)(i) of this clause, but otherwise receives approval from the employer to use a private motor vehicle for official purposes on an occasional basis, an allowance is to be paid in accordance with the following rates:

Annual Kilometre 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 (c)(i) and (c)(ii) of this clause, the rates specified therein are to 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 (c)(i) and (c)(ii) of this clause, are not to be varied as a consequence of National Wage Case decisions. The rates are to 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 are to 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 (c)(i) and (c)(ii) of this clause, are to 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 is not to receive an allowance for kilometres travelled in excess of 16,000 kilometres in any one financial year unless authorised by the employer concerned on the recommendation of the Head of Agency, to travel a greater distance in that year.

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

(1) Where stationed in Category R as provided in Part IV – Expense and Other Allowances - Clause 1 - Location Allowances, subclause (b)(iii)(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 - Expense and Other Allowances - Clause 1 - Location Allowances, subclause (b)(iii)(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 employer 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 is to 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 is to 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 employer, kilometres travelled on duty is to be the distance travelled from an employee's place of employment to their destination and return to their place of employment.

(x) A kilometres travelled 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 employer concerned, special circumstances exist which justify such excess or variation.

4. SPECIAL ACCOMMODATION RATE ON TRANSFER

(a) Where an employee is required to undertake duties, either on appointment or on transfer, that requires a move from their place of residence to another intrastate locality, and:

(i) the employee is unable to obtain accommodation for their family in that intrastate locality and thereby incurs additional expense;

(ii) there is available in that intrastate locality for the employee's family only such accommodation as will involve the employee in excessive expenditure;

the employer may grant to an employee a special allowance at a rate to be determined.

(b) The allowance is to be payable in the first instance for a period not exceeding three months as the employer may, as deemed necessary, extend the period for any number of additional periods not exceeding three months at any one time.

(c) The employer may, at any time, increase, reduce or revoke any allowance granted under this clause.

(d) An employee who receives an allowance under this clause is to immediately report to the employer any alteration of the circumstances in consideration of which the allowance was granted or renewed.

5. FIRST AID CERTIFICATE ALLOWANCE

(a) An employee nominated by the employer to perform first aid duties and who is the current holder of a Workplace Certificate Level 2, HLTFA301B, National Training Package, or an equivalent certificate, is to be paid an allowance of $655.00 per annum.

(b) Where the employer requires an employee to obtain a first aid qualification, the employer is to pay all associated costs, and where necessary, is to provide paid time off for the purpose of undertaking first aid training leading to an appropriate first aid qualification such as Workplace Certificate Level 2, HLTFA301B, National Training Package.

(c) An employee nominated to perform first aid duties is to be allowed to undertake refresher courses as in paragraph (b) of this subclause providing the employer still requires the employee to perform such duties.

6. TESTING AND TAGGING ALLOWANCE

An employee who is required to undertake the testing and tagging of electrical appliances and extension cords to ensure compliance with current Australian Standards is to be paid an allowance of $609.00 per annum. An employee is required to successfully complete the Testing and Tagging course conducted by an accredited training provider as a prerequisite to undertaking the duties as prescribed by this clause.

7. COXSWAIN'S CERTIFICATE ALLOWANCE

An employee who in the performance of their duties is required to hold a Coxswain's Certificate and/or Engine Driver's Certificate issued by an appropriate Navigation and Survey Authority is to be paid an allowance of $765.00 per annum.

8. DIVING ALLOWANCES

(a) Diving

An employee who in the performance of their duties is required to undertake diving duties is to be paid an allowance of $692.00 per annum.

(b) Diving Operations Supervision

An employee who, in the performance of their duties is required to undertake diving supervision duties, and:

(i) holds formal qualifications as a diving inspector; or

(ii) is otherwise accredited as a diving inspector

is to be paid an allowance of $692.00 per annum.

9. CORRECTIONAL FACILITY ALLOWANCE

An employee of the Department of Justice engaged in duties classified under this award at the Risdon Prison Complex, Ron Barwick Medium Security Prison, Mary Hutchinson Women's Prison and associated administrative and training buildings, the Hayes Prison Farm, or Remand centres is to receive a Corrections Allowance of 7.5% of their salary subject to having:

(a) Regular contact with and who is required to supervise inmates; and

(b) Is responsible for the safety, containment and security of assigned inmates.

PART V – WORKPLACE FLEXIBILITY

1. WORKLOAD MANAGEMENT

(a) The employer is to ensure that supervisors and managers are aware that the tasks allocated to employees must not exceed what can reasonably be performed in the hours for which they are employed.

(b) The employer is to ensure that supervisors and managers implement procedures to monitor the hours worked of the employees they supervise and where employees regularly work hours in excess of the hours for which they are employed to perform their jobs, changes (technology, responsibility, and extra resources) will be implemented.

(c) To minimise workload issues the employer is to make every effort to ensure vacancies are filled within three months. If it appears likely this period will be exceeded supervisors and/or managers will consult affected employees, giving the reasons why the vacancy will not be filled and advising how the workloads will be managed having regard to (a) and (b) above.

(d) In most circumstances temporary vacancies will be filled as they arise. Where a vacancy is not to be filled supervisors and managers will consult affected employees, giving the reasons why the vacancy will not be filled and advising how the workload will be managed having regard to (a) and (b) above.

2. WORK-LIFE BALANCE

(a) Flexible working arrangements assist employees to balance work and non-work commitments. The adoption or extension of work-life balance arrangements may require innovation in respect of supervision, scheduling of meetings, training opportunities, hours of work, and how, where and when work is performed.

(b) Without limiting the kind of arrangements that may be suitable in any individual instance, work-life balance arrangements could include non-standard and variable starting and/or finishing times, part-time work, and job sharing.

(c) In considering an employee's request for flexible work arrangements, the employer is to take into account the employee's family and other, relevant, commitments.

(d) Such requests are to be considered in light of the operational needs of the employer but will not be unreasonably refused. Employees are to be given the reasons if requests for flexible working arrangements are not approved.

3. WORKPLACE FLEXIBILITY ARRANGEMENTS

(a) Workplace Flexibility Arrangements

(i) An individual employee, or group of employees, and a Head of Agency (or delegate) may agree to vary the application of certain terms of this award to meet the genuine needs of individual employee/s and/or an Agency's business requirements.

(ii) An employer and employee, or group of employees, may enter into an arrangement that allows for ordinary hours to be performed at any time without the payment of overtime or penalty allowances that would otherwise apply.

(iii) In any negotiations concerning an alteration of the hours of work or the spread of hours the employer and the employee are to consider the following matters:

(1) The maximum efficiency of the operation of the Agency;

(2) The retention of normal productivity levels within the Agency;

(3) Any flexibility in an agreement that enables part or full days to be taken off may include, but are not limited to Monday or Friday and may not be limited to the same recurring day of the week

(iv) In utilising these provisions regarding hours of work the parties should consider all relevant issues such as:

(1) The span of hours;

(2) Maximum hours that can be worked in specified periods;

(3) The rate and applicability of overtime penalty rates;

(4) The provision of a rostered or accrued days off;

(5) Record keeping.

(b) Entering and Terminating Workplace Flexibility Arrangements

(i) Each individual employee and the Agency must genuinely reach agreement without coercion or duress.

(ii) The terms the employee/s and the Agency may agree to vary are those relating to:

(1) hours of work and arrangements for when work is performed;

(2) overtime rates;

(3) shift and penalty rates;

(4) allowances;

(5) availability and recall provisions; and

(6) substituting another day for a holiday with pay.

(iii) The agreement may be terminated:

(1) by the employee/s or the Agency by giving a minimum of four weeks' notice of termination, in writing, to the other party; or

(2) at any time, by written agreement between the Agency and the employee/s.

(c) Administration of Workplace Flexibility Arrangements

(i) The agreement between the employee/s and the Agency is to:

(1) be confined to vary only one or more of the terms listed in paragraph (ii) of subclause (b) of this clause;

(2) be in writing detailing the relevant award clause(s) that are proposed to be excluded or modified by the operation of the agreement and how the relevant award clause(s) are to be applied;

(3) record with the name and signature of the employee/s and, if the employee is under 18 years of age, the employee's parent or guardian and Head of Agency or delegate;

(4) detail how the agreement does not disadvantage each individual employee in relation to the individual employee's overall terms and conditions of employment;

(5) state the date the agreement commences and the period for which it operates;

(6) state the date by which this arrangement is to be reviewed but in any case be no longer than two years from commencement;

(7) notwithstanding subclause (5), the agreement is to continue in effect after that date of expiry unless withdrawn from by either party in writing.

(ii) The Agency must provide a copy of the agreement to the following and retain a copy of the agreement in accordance with section 75 of the *Industrial Relations Act 1984* on the individual's personal file:

(1) the employee;

(2) Director, Public Sector Management Office; and

(3) a union with relevant industrial coverage.

(d) Union Participation in Negotiating a Workplace Flexibility Agreement

(i) If an employee is a member of a union which has an interest in the relevant award pursuant to section 63(10) of the *Industrial Relations Act 1984*, the employee may choose to be represented by that union to meet and confer with the Agency about the implementation of a Workplace Flexibility Agreement.

(ii) The union must be given a reasonable opportunity to participate in negotiations regarding the proposed implementation of flexibility provisions under this clause.

(iii) Union involvement does not mean that the consent of the union is required prior to the introduction of agreed flexibility arrangements.

PART VI – HOURS OF WORK AND OVERTIME FOR DAY WORK

1. ORDINARY HOURS OF WORK FOR DAY WORK

(a) The ordinary hours of work for full-time employee are 36 hours and 45 minutes per week between the hours of 7:00am and 7:00pm each day Monday to Friday inclusive.

(b) The ordinary hours prescribed in subclause (a) are to be worked continuously except for an unpaid meal break of at least 30 minutes, and not exceeding 60 minutes to be taken not later than five hours after the commencement of work.

(i) By agreement between the employer and an employee, an employee may work in excess of five hours but not more than six hours at the normal salary without a meal break.

(ii) The employer may stagger the time of taking meal breaks in order to comply with operational requirements within an Agency or part of an Agency.

(iii) Except as provided in this clause, where unforeseen circumstances arise where a meal break is not able to be provided, normal overtime rates will apply until the employee is able to take a break, or they cease work.

(c) Ordinary Hours for Part-time Employees

The ordinary hours for a part-time employee are to be specified in the employee's instrument of appointment. The instrument may also specify a maximum number of additional ordinary hours that may be worked by mutual agreement, so long as those hours are not more than are 36 hours and 45 minutes per week. Where the number of ordinary hours required to be worked exceeds the agreed maximum, the excess hours are to be regarded as authorised overtime and paid at the applicable rates for overtime as specified in Clause 3 - Overtime for Day Work - of Part VI – Hours of Work.

PROVIDED that, where the ordinary hours of work are not able be specified, the instrument of appointment will outline the terms and conditions associated with the hours to be worked.

2. FLEXITIME FOR DAY WORK

(a) The employer and the employee may agree to work ordinary hours according to flexitime arrangements for which the following provisions apply:

(i) Ordinary hours are to be worked between 7:00am and 7:00pm on any day Monday to Friday and include core hours of 10:00am to 12:00pm and 2:00pm to 4:00pm.

(ii) During core hours absences from the workplace by employees are to be kept to a minimum.

(iii) Up to 10 hours may be worked as ordinary time on any given day

(iv) Ordinary hours are reconciled over a 4 week cycle.

(v) A maximum of up to 10 hours in credit or debit of 147 hours may be carried forward from one cycle to the next.

(b) In workplaces where flexitime arrangements apply the provisions of this clause are to be applied on a pro-rata basis for part-time employees.

3. OVERTIME FOR DAY WORK

(a) The employer may require an employee to work reasonable overtime in accordance with the conditions of this clause.

(b) Overtime means all time worked in excess and outside of an employee's normal ordinary hours of duty which includes:

(i) time worked in excess of 7 hours and 21 minutes on any one day Monday to Friday inclusive; or

(ii) Time worked outside the span of hours of 7.00am to 7.00pm ; or

(iii) Any time worked on a Saturday, Sunday or Holiday with Pay.

(c) Subclause (b)(i) of this clause does not apply to employees to whom Clause 2 – Flexitime for Day Work applies. These employees may work up to 10 hours in any one day as ordinary hours.

(d) Employees who have arrangements in accordance with Part V – Workplace Flexibility - Clause 3 – Workplace Flexibility Arrangements may agree to vary any of the provisions of subclause (b).

(e) This clause does not apply to employees covered by Part VII - Special Provisions for Shift Work. Provisions for overtime for these employees are included in Part VII.

(f) An employee is to be given reasonable notice of the requirement to work overtime, where practicable.

(g) No payment is to be made for overtime worked unless the work was required by the employer. “Authorised” means a verbal or written requirement to undertake work that is recognised as overtime or an instruction that necessitates work outside of or in excess of an employee's ordinary hours of duty.

(h) Overtime is payable to all employees classified up to the maximum salary point of Band 8 of the General Stream and up to the maximum salary point of Band 4 of the Professional Stream at their normal salary rate, including the Higher Duties

Allowance/More Responsible Duties Allowance provisions and subject to the provisions of this clause.

(i) An employee who undertakes duties assigned a classification of Bands 7 and 8 of the General Stream and Bands 3 and 4 of the Professional Stream is eligible for payment for overtime worked if the Head of Agency is satisfied the employee is required to:

(i) work according to the provisions of Clause 5 - Availability and Recall - of Part VI - Hours of Work and Overtime for Day Work;

(ii) respond to an emergency incident or event;

(iii) undertake specialist work according to a planned event or program that is not able to be undertaken during normal business hours of work.

(j) An employee may refuse to work overtime in circumstances where working overtime would result in the employee working hours that are unreasonable having regard to:

(i) any risk to the employee's health and safety;

(ii) the employee's personal circumstances including any family responsibilities;

(iii) the needs of the workplace;

(iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and

(v) any other relevant matter.

(k) Payment of Overtime – Day Workers

Overtime is to be paid at the following rates:

(i) Monday to Friday inclusive – at the rate of time and a half of the employee's normal salary rate for the first three hours, and double time thereafter;

(ii) Saturdays and Sundays – at the rate of double the employee's normal salary rate for all time worked;

(iii) Holidays with pay – at the rate of double time and a half of the employee's normal salary rate for all time worked.

No employee is to receive in aggregate more than the equivalent of double time and a half of the employee's normal salary rate.

(l) Minimum Break

(i) When overtime work is necessary it is, whenever reasonably practicable, to be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.

(ii) Employees (other than casual 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, are to, subject to this clause, 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 this clause, if on the instructions of the employer, employees resume or continue work without having had eight consecutive hours off duty, they are to 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 are to 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 is not to apply to an employee on availability 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) For the purpose of calculating overtime, each day's work will stand alone.

(m) Reimbursement of Child Care Costs where Directed to Work Outside Normal Hours

An employee required to work outside their normal hours or pattern of work is to be reimbursed any additional commercial child care costs incurred by the employee in undertaking this work.

4 TIME OFF IN LIEU OF PAYMENT FOR OVERTIME

(a) An employee may elect, with the consent of the employer, to take time off in lieu (TOIL) of payment for overtime at a time or times agreed with the employer.

(b) Unless otherwise agreed, TOIL taken as time off during ordinary hours is to be taken at the ordinary time rate.

(c) TOIL not taken within 28 days is to be paid at the rate(s) the TOIL was accrued as overtime, as specified in subclause (h) of Clause 3 – Overtime - of this Part, unless another time to take accrued TOIL is agreed between the employee and relevant manager and is satisfactorily documented.

5. AVAILABILITY AND RECALL

(a) For the purposes of this clause:

(i) Time reasonably spent in travelling to and from work is to be regarded as time worked.

(ii) An employee is required to maintain a record in the form of a time-sheet for all time worked.

(iii) Eligibility for payment according to this clause is for duties assigned a classification of up to and including the maximum salary of Band 8 of the General Stream and the maximum salary of Band 4 of the Professional Stream.

(iv) For an employee classified at Bands 7 and 8 of the General Stream and Bands 3 and 4 of the Professional Stream to be on-call the Head of Agency is to be satisfied that specialist skills at these levels are required for the work that is to be undertaken.

(v) An employee who returns to work for short periods to perform specific duties such as checking equipment or machinery, undertaking security or care-taking duties or similar, as part of their normal duties, is excluded from the provisions of this clause.

(b) Availability

(i) The employer may require an employee, by way of a roster or direction, to be available to resume duty and the employee is required to remain:

(1) Fit for duty; and

(2) Readily contactable while so rostered or directed; and

(3) Able to resume duty.

(ii) An employee required to be available is to be paid $2.90 per hour for each hour the employee is required to be available, with a minimum payment for eight hours.

(iii) An employee required to return to the workplace to resume duty is to be remunerated in accordance with the Recall provisions of this clause.

(iv) An employee required to undertake duties without returning to the workplace is to be paid at the appropriate overtime rate for a minimum period of one hour.

(1) Payment is to be calculated on the cumulative hours worked and be rounded up to the nearest hour.

(2) Any further requirement to undertake duties without returning to work that occurs within one hour of the commencement of the first requirement, in accordance with subclause (b)(iv) of this clause, for which a minimum payment is to be made, does not attract any additional payment until the time actually worked exceeds one hour.

(3) For the purposes of this calculation each day of availability stands alone.

(c) Recall

(i) An employee recalled to work overtime without receiving prior notice and which is not continuous with normal rostered duty is to be paid as follows:

(1) For the first recall a minimum payment of three hours at the appropriate overtime rate.

(2) Any subsequent recalls occurring up to three hours from the commencement of the first recall for which a minimum payment has been made, in accordance with paragraph (1) of this subclause will receive no additional payment until the time actually worked exceeds three hours.

(3) Any further recalls are to be paid at appropriate overtime rates as prescribed by Clause 3 - Overtime for Day Work - of Part VI – Hours of Work and Overtime of this award for all actual time worked.

(ii) For the purposes of determining the first recall period each continuous availability period stands alone and where a continuous availability period exceeds 24 hours each 24 hour availability period is to stand alone.

(iii) An employee recalled to work within three hours of commencing normal duty, is to be paid at the appropriate overtime rate for that period up until the commencement time of the normal duty, but the employee is not to be obliged to work for the full period if the work for which the employee was recalled is completed satisfactorily in less time.

PART VII – SPECIAL PROVISIONS FOR SHIFT WORK

1. 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, is to be time and a half of the employee's normal salary rate, but such rate is to be in substitution for, and not cumulative upon the shift allowances more particularly set out in Clause 2 - Afternoon, Night Shift Penalty - of Part VII – Special Provisions for Shift Work.

PROVIDED that a shift worker on a rostered shift, the major portion of which falls on a Saturday, is to 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) is to be paid at the rate of double time.

(ii) Other Shift Workers

Shift workers other than seven-day shift workers are to 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 are to be in substitution for, and not cumulative upon the shift allowances more particularly set forth in Clause 2 - Afternoon, Night Shift Penalty - of Part VII – Special Provisions for Shift Work.

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 does 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 is to 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 does not apply;

for the purpose of Part VII – Special Provisions for Shift Work - Clause 3 - Overtime for Shift Work, Part VII - Clause 2 - Afternoon, Night Shift Penalty, Part VI – Hours of Work and Overtime for Day Work - Clause 4 - Availability and Recall 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 employer.

2. AFTERNOON, NIGHT SHIFT PENALTY

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

3. OVERTIME FOR SHIFT WORK

An employee engaged as a shift worker is entitled to the conditions prescribed by Clause 3 – Overtime - of Part VI - Hours of Work and Overtime for Day Work - of this award, except where such conditions are in conflict with those set out below, in which case this clause will apply.

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 is:

(a) if employed on continuous work (as defined) be paid at double his/her ordinary salary rate;

(b) 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 employer 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 is to be paid double time.

4. AVAILABILITY AND RECALL

Clause 5 - Availability and Recall - of Part VI - Hours of Work and Overtime for Day Work - also applies to employees performing shift work.

PART VIII – LEAVE AND HOLIDAYS WITH PAY

1. HOLIDAYS WITH PAY

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

New Year's Day, Australia Day, Eight Hour 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 day or part of a day that may be deemed to be a statutory holiday by the application of the Act.

(b) An Act of the State parliament or a State Proclamation may substitute another day for any of the Holidays With Pay listed above.

(c) 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.

(d) An employee required to attend for work according to subclause (c) of this clause is to receive compensation according to Part VI - HOURS OF WORK AND OVERTIME FOR DAY WORK, Clause 3(k).

(e) 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.

(f) All employees are entitled to one local show day. It will be observed on a day, other than a Saturday or a Sunday, in the city, town or district in which the employee is employed; or, in the absence of a local show day, any other day that 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 sixteen 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 six 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) **'Day of Placement'** means in relation to the adoption of a child by an employee the earlier of the following days:

(1) The day on which the employee first takes custody of the child for adoption; or
(2) The day on which the employee starts any travel that is reasonably necessary to take custody of the child for adoption.

(iv) **'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.

(v) **'Employee'** includes full-time, part-time, permanent, fixed term and "eligible" casual employees.

(vi) **'Expected date of birth'** means the day certified by a medial 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.

(vii) **'Keeping in touch day'** means a day on which an employee performs work for the employer during the period of approved parental leave if:

(1) the purpose of performing the work is to enable the employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and

(2) both the employee and the employer consent to the employee performing work for the employer on that day(s) or time(s); and

(3) the day is not within 14 days after the date of birth, or day of placement, of the child to which the period of leave relates; and

(4) the employee has not already performed 10 days of paid work that were keeping in touch days for the employer or another entity during the period of leave.

(viii) **'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.

(ix) **'Parental Leave'** means adoption leave, maternity leave, special maternity leave and paternity leave, as appropriate.

(x) **'Personal Leave'** for the purposes of this clause means absence due to personal illness or injury.

(xi) **'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.

(xii) **'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.

(xiii) **'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 three weeks 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 12weeks paid maternity leave which forms part of the 52 week entitlement provided in subclause (b)(i).

(i) The rate of pay for the period of paid absence is the normal rate of pay, as defined, for that employee.

(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) 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.

(iii) An employee is not in breach of this clause if failure to give the required notice is due to the date of birth occurring earlier than the presumed date.

(iv) 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.

(v) 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 birth, 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) An employee is not entitled to paid Adoption Leave unless the child that is, or is to be, placed with the employee for adoption:

(1) is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child; and

(2) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement of the child; and

(3) is not (otherwise than because of adoption) the child of the employee or the employee's spouse or de facto partner.

(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.

(3) 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.

(iii) Keeping in Touch Days

(1) This provision enables an employee to perform work for the employer on a keeping in touch day while they are on approved parental leave. If the employee does so, the performance of that work does not break the continuity of the period of paid or unpaid parental leave.

(2) The employer cannot request an employee attend on a keeping in touch day until a minimum of 6 weeks (42 days) after the birth, or day of placement, of the child. However, the employee may request to the employer that they attend a keeping in touch day 14 days after the date of birth, or day of placement, of the child.

(3) An employee is eligible to perform paid work for the employer up to 10 working days as keeping in touch days for each of the periods prescribed below:

(A) a period of paid or unpaid parental leave taken during the employee's available parental leave period; and

(B) a period of unpaid parental leave taken as an extension of the leave referred to in paragraph (A) for a further period immediately following the end of the available parental leave period.

(4) The period worked by the employee as a keeping in touch day may be for part of a single day.

(5) If, during a period of unpaid parental leave, an employee performs work for the employer on a keeping in touch day taking that leave or performing that work does not have the effect of extending the period of unpaid parental leave.

(6) If, during a period of paid parental leave, an employee performs work for the employer on a keeping in touch day performing that work will extend the period of that paid leave but will not extend the period of unpaid parental leave.

(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 them 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 subclause (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) of this Parental Leave clause 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 assigned to the employee prior to 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 assigned to the employee prior to 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 subclause (m)(i) above.

3. PERSONAL LEAVE

The provisions of subclauses (a) to (o) apply to permanent and fixed-term employees but do not apply to casuals, unless otherwise specified. The entitlements of casual employees are set out in subclause (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.	161.70 hours	323.40 hours	970.20 hours
On the 3rd anniversary of service the existing balance is replaced and a new credit is provided.	161.70 hours	323.40 hours	970.20 hours
On the 5th anniversary of service a new credit is added with the existing balance remaining.	Add 323.40 hours to existing balance	Add 161.70 hours to existing balance	Credit remains 970.20 hours
On the 6th anniversary of service the existing balance is replaced and a new credit is provided.	485.10 hours	485.10 hours	970.20 hours

	Full pay	Half pay	Without pay
On the 9th anniversary of service the existing balance is replaced and a new credit is provided.	485.10 hours	485.10 hours	970.20 hours
On the 10th anniversary of service a new credit is added with the existing balance remaining.	Add 485.10 hours to existing balance	No change to existing balance	Reduce credit by 485.10 hours
On the 12th anniversary of service the existing balance is replaced and a new credit is provided.	970.20 hours	485.10 hours	485.10 hours

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 73.50 hours 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 consistent with subclause (k) of this clause;

(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) Change 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 73.50 hours 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 are to 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) As far as practicable 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;

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, 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 are to 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 is to 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 subclauses (a) to (e) apply to permanent and fixed-term employees but do not apply to casuals, unless otherwise specified. The entitlements of casual employees are set out in subclause (g).

(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 is to 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) Relationship to Other Paid Leave

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

(d) Rostered Days Off

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 subclause (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 are to agree on the period for which the employee is to 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 147 hours of recreation leave for each twelve month period of continuous service (less the period of recreation leave).

(ii) Recreation leave for full-time employees accrues at the rate of 5.65 hours for each fortnight worked.

(iii) Seven-day shift workers (as defined) are entitled to an additional 36 hours and 45 minutes of recreation leave for each twelve month period of continuous service.

(iv) 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.

(v) Part-time employees are to be entitled to recreation leave prescribed in subclause (a)(i) or (a)(ii) of this clause in proportion to the hours worked compared to full-time employees.

(vi) Casual employees are not entitled to recreation leave.

(vii) Where the employer determines to close offices during the period commencing on Christmas Day and ending on New Year's Day (or any other days as may be deemed to be publicly observed as these State Service Holidays by the application of the *Statutory Holidays Act 2000*), such hours not being Holidays with Pay will be deducted from the employee's recreation leave accrual.

(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 work during the relevant period.

An employee before going on leave may elect to be paid the amount of salary that employee would have received for the ordinary hours of work 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 subclause (d) the total number of hours 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 two leave years.

(iv) If an employee is unable to take leave of absence for recreation for two 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 subclause (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 subclause (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 subclause (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 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 subclauses (g)(i) and (g)(ii) of this clause, the employer is not to be liable to make any payment to the employee under subclauses (g)(i) and (g)(ii) of this clause, and is to 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) Recreation Leave in One or More Periods

Recreation leave may be granted and taken in a number of separate periods, including the granting and taking of a single day's leave.

(k) Payment in Lieu Prohibited

Except as provided in subclause (g) and subclause (h) of this clause payment will not be made in lieu of recreation leave.

(l) Loading in Lieu of Paid Leave

A casual employee is to receive a 20 per cent loading at the appropriate rate to compensate for annual leave, personal leave and holidays with pay as prescribed in lieu of paid leave entitlements and Holidays with Pay as prescribed by Part VIII – Leave and Holidays with Pay - of this award.

6. STATE SERVICE ACCUMULATED LEAVE SCHEME

An employee is to 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 the employer 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 *State Service Act 2000 and* the State Service Regulations 2001.

'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 the employer.

'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"**	$\frac{A}{A+B} \times \frac{100}{1} = ...\%$ (to one decimal place)	(Other Plan) **"B"**
..... Years	Year	..... Year
..... Months	The ..... over..... Month Plan"	..... Months
..... Weeks	Week	..... Weeks

(d) Application of SSALS

(i) The employer, after considering the operational requirements of the Agency, determines whether any Plan or Plans are to be available to employees in the Agency.

(ii) The employer may make any Plan or Plans available to employees in an Agency or an employee or employees can request the employer 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 is to 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 is to 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 Progression

Salary Progression will continue 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 is to 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) Parental Leave

Where a participating employee is absent on parental 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 parental leave. Salary arrangements established by the Plan apply during parental 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) 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.

7. JURY SERVICE

(a) An employee required for jury service is to be granted 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 determined by the Crown.

(b) An employee is to advise the employer as soon as the notification is received for the requirement to undertake jury service.

(c) An employee required for jury service who is on recreation leave is to be credited with the time occupied with the jury service. The employee is to be permitted to take any recredited recreation leave at the end of the original period of leave or at a later date according to the work demands of the employer.

PART IX – UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT

1. UNIFORMS

(a) An employee required to wear a uniform in undertaking duties is to be supplied with a sufficient, suitable and serviceable uniform free of cost.

(b) An employee supplied with a uniform is to return it prior to ceasing employment if required to do so.

(c) An employee supplied with a uniform is to have it replaced on a “fair wear and tear” basis or such other arrangement as may be determined by the employer.

2. PROTECTIVE CLOTHING, EQUIPMENT, TOOLS AND PERSONAL EFFECTS

(a) An employee required to wear protective clothing, including wet weather gear, in undertaking duties is to be supplied with the protective clothing at the employers cost.

(b) An employee supplied with protective clothing or wet weather equipment is to return it prior to ceasing employment if required to do so.

(c) An employee supplied with protective clothing or wet weather equipment is to return it prior to ceasing employment if required to do so.

(d) Where, in the performance of an employee's duties, and employee's clothing, spectacles, hearing aids or tools relevant to the work performed are damaged or destroyed compensation is to be made by the employer to the extent of the loss sustained.

(e) Compensation is not payable in circumstances where an employee is entitled to claim for the loss sustained by way of the *Workers' Rehabilitation and Compensation Act 1988.*

PART X – AWARD COMPLIANCE AND UNION MATTERS

1. RIGHT OF ENTRY FOR UNION OFFICIALS

Right of entry for union officials is in accordance with the provisions of section 77 of the *Industrial Relations Act 1984* (as amended).

2. WORKPLACE DELEGATES

(a) Workplace union delegates will have recognition by the employer through:

(i) the right to be treated fairly and to perform the role as workplace delegates without any discrimination in employment, and the right to be treated with respect and without victimisation by management representatives.

(ii) The right to formal recognition by the employer that endorsed union delegates speak on behalf of union members in their workplaces and that issues raised by delegates will be dealt with promptly and appropriately.

(iii) The right to have workplace union structures, such as delegates' and worksite committees, recognised and respected.

(iv) The right to represent members on workplace issues.

(v) The right to representation on consultative committees, genuine consultation and reasonable access to information about the workplace.

(vi) The right to reasonable paid time:

(1) to represent the interests of members to the employer;

(2) to represent the interests of members in industrial tribunals;

(3) to consult with union members;

(4) to participate in the operation of the union;

(5) to research and prepare prior to all negotiations with management;

(6) an opportunity to explain the benefits of union membership to employees including new employees at the time they enter into employment.

(vii) The right to call meetings of members and invite non-members to discuss union business.

(b) Workplace delegates are to have access to facilities, including:

(i) where practicable, access to a private room to meet with individual members and perform union business.

(ii) reasonable access to telephone, facsimile, post, photocopying, internet and e-mail facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union.

(iii) the right to place union information on an appropriate notice board in a prominent location in the workplace.

(iv) access to information relevant to the workplace and/or workplace issues, including appropriate awards, agreements, statements of duty, departmental and governmental policies and, where available, staff lists.

(c) Workplace delegates are to have:

(i) an entitlement to five days paid training leave in any one calendar year to attend union-endorsed union courses and attendance at union conferences.

(ii) Recognition that the time associated with travel for country delegates may require additional time to paragraph (i) above.

(iii) The skills acquired by an employee undertaking the role of a workplace delegate form part of the evaluation criteria for performance management, salary progression and overall career advancement wherever those identified skills are also required by the classification band of that delegate.

(iv) The employee is to notify the employer of the skills acquired and their relevance for the evaluation of performance and for salary progression

(d) Workplace delegates' roles may extend beyond the workplace and the delegates are to have access to reasonable time:

(i) to promote union issues, for participation on committees, and to assist delegate development, including paid work in the union office negotiated between the union and the employer on a case by case basis;

(ii) for participation in internal union forums and committees (e.g. branch or national conferences). Generally, members are elected to these roles under the registered union rules.

(iii) In dispersed or remote workplaces the delegate structure may require co-ordinating delegates and that these delegates may require a greater amount of time to perform their duties.

(iv) Delegates will have access to leave without pay for the purposes of working for a union. Any such period of leave will be considered as service for salary increment purposes and is not to constitute a break in service for other purposes. Delegates will be entitled to undertake the duties which they undertook immediately before taking up such positions with the union.

3. NOTICE BOARD

The employer is to permit a notice board of suitable size to be erected in its offices, workshops and/laboratories to facilitate communication on work place issue between employees and/or their unions.

4. RECORDS OF EMPLOYMENT

The employer is to maintain records of employment as required by section 75 of the *Industrial Relations Act 1984*.

PART XI – CONSULTATION AND CHANGE: GRIEVANCE AND DISPUTE RESOLUTION

1. CONSULTATION AND CHANGE

(a) Where an Agency proposes major changes in work arrangements and practices that are likely to have significant effects on employees the Agency is to notify the employees who may be affected by the proposed changes and the relevant union/s prior to the implementation of any changes.

(b) Major change in work arrangements and practices that are likely to have significant impact on employees include those matters that may be directly linked to public sector restructuring processes including amalgamations and the implementation of new technologies, systems and workplace practices that improve productivity and efficiency and the quality and quantity of organisational outcomes.

(c) The employer is to consult with the relevant employees and relevant union/s to discuss the introduction of any changes referred to in subclause (b) and the effects the changes are likely to have on employees and measures proposed to avoid or reduce the adverse effects of such changes on employees.

(d) For the purposes of this clause, consultation is not simply advice on what is about to happen. Consultation is providing the employee(s), union(s) or other relevant persons, with genuine opportunity to influence the decision or decision maker. Consultation is not joint decision making or a barrier to the prerogative of management to make decisions. The employee(s), union(s), or other relevant persons must be given a reasonable opportunity to suggest alternative proposals in a timely manner. The employer is to give proper consideration to any alternative proposals, and communicate these considerations to the proposer(s).

(e) A register of changes made by agencies following the processes of this clause is to be maintained by the employer.

2. NO DISADVANTAGE

It is a term of this Award that no employee is to be disadvantaged by the implementation of the new classification structure and any associated review process including salary levels that employees were expected to progress to under the previous employment arrangements. This guarantee will be subject to normal satisfactory performance as required in the previous arrangements to access salary progression points.

3. GRIEVANCE AND DISPUTE SETTLING PROCEDURE

(a) When a possible dispute or grievance arises the employee(s) should in the first instance discuss the issue(s) with their immediate supervisor.

(b) The employee(s) may choose to be represented or assisted with the issue(s) by a workplace union delegate or by another person.

(c) Should discussions fail to resolve the grievance /dispute, the issue(s) may be referred to the appropriate union (if applicable) and to management representatives.

(d) If the issue(s) remains unresolved, either party may refer the dispute /grievance to the Tasmanian Industrial Commission for conciliation /arbitration and settlement.

(e) Whilst a dispute/grievance is being dealt with through this process the status quo will remain and work will continue without disruption.

(f) However where a safety issue is involved immediate priority will be given to the resolution of it having regard to recognised safety standards and relevant legislation. This may involve the cessation of work where an employee's safety is at risk.

(g) Further the operation of this clause does not remove or lesson the right of an employee to seek redress through the provisions of the *State Service Act 2000* of any other applicable legislation.

J P McAlpine
Commissioner

15 November 2011

APPENDIX 1 – TRANSLATION ARRANGEMENTS

1. TRANSLATION OF CLASSIFICATIONS UNDER THE FOUR STREAM AWARDS

(a) General Information about Translation from the Previous Four Stream Awards

(i) In this clause, **'translation'** refers the process of moving from the previous classification structure under the Professional Employees Award, Administrative and Clerical Employees Award, Operational Employees Award and the Technical Employees Award, to the new classification structure under this award.

(ii) Initial movement to new streams is on a point-to-point basis effective from 27 November 2008.

(iii) Reclassification of a substantive level as a result of the Review Process is regarded as a translation change and the employee is translated accordingly with effect from the first full pay period commencing on or after 5 March 2009.

PROVIDED that arrangements for targeted occupational groups under clause 2 of this Appendix may result in an employee being classified at a different band level.

(iv) All salary increases due to translation under this clause are effective from the first full pay period on or after the translation date.

(v) Where an employee is to progress to a higher level within a band, in accordance with Clause 4 - Advancement Assessment and Progression - in Part II – SALARIES AND RELATED MATTERS on a date that coincides with a scheduled translation date, the progression is deemed to have occurred first and then translation may occur, if indicated.

Salary increases due to normal progression (not translation) are effective immediately.

(vi) The actual salary payable to an employee will depend on a number of factors, including:

(1) Whether or not the employee was an employee at 27 November 2008;

(2) The previous classification of the employee, including personal classification, at 30 November 2008;

(3) The salary increment level for the employee at 27 November 2008;

(4) Whether or not the employee's salary was at the highest increment level at 27 November 2008, for 12 months or more;

(5) The employee's anniversary date of appointment;

(6) Advancement assessment and progression processes; and

(7) Other relevant factors.

(b) Translation from the Administrative and Clerical Employees Award

(i) The table at Appendix 2 shows current salaries, translation, progression and advancement, salary increases and structural adjustments for previous Administrative and Clerical classifications to the new General Stream of this award.

(ii) The table at Appendix 4 isolates the translation arrangements for Administrative and Clerical classifications to the new General Stream of this award, subject to (a)(vi) of this Appendix.

(iii) Translation of employees previously engaged under the Administrative and Clerical Employees Award will be subject to the no disadvantage provisions of Clause 2 of Part XI.

(c) Translation from the Technical Employees Award

(i) The table at Appendix 2 shows current salaries, translation, progression and advancement, salary increases and structural adjustments for previous Technical classifications to the new General Stream of this award.

(ii) The tables at Appendix 6 isolates the translation arrangements for Technical classifications to the new General Stream of this award, subject to (a)(vi) of this Appendix.

(iii) The following table shows the special translation arrangements for classifications under the present Technical Employees Award, to the band levels under the General Stream of this award:

Classification Level	Salary 1/12/07	Point-to-Point	Salary 27/11/08 (ffpp)	Salary 5/03/09 (ffpp)
Technical 2 Year 1	$38,927 (B2-R1-A)	$38,927 (B2-R1-A)	$41,318 (B2-R1-1)	$47,437 (B3-R1-1)
Technical 2 Year 2	$40,547 (B2-R1-2)	$40,547 (B2-R1-2)	$42,169 (B2-R1-2)	$47,437 (B3-R1-1)
Technical 2 Year 3	$42,233 (B2-R-1-4)	$42,233 (B2-R-1-4)	$43,922 (B2-R1-4)	$47,437 (B3-R1-1)
Technical 2 Year 4	$44,019 (B3-R1-A)	$44,019 (B3-R1-A)	$46,736 (B3-R1-1)	$47,437 (B3-R1-1)
Technical 2 Year 5	$45,854 (B3-R1-2)	$45,854 (B3-R1-2)	$47,688 (B3-R1-2)	$48,403 (B3-R1-2)
Technical 4 Year 1	$53,188 (B4-R2-A)	$53,188 (B4-R2-A)	$55,316 (B4-R2-A)	$63,838 (B5-R1-1)
Technical 4 Year 2	$55,020 (B4-R2-2)	$55,020 (B4-R2-2)	$57,221 (B4-R2-2)	$63,838 (B5-R1-1)
Technical 4 Year 3	$56,854 (B5-R1-A)	$56,854 (B5-R1-A)	$61,012 (B5-R1-B)	$63,838 (B5-R1-1)

(iv) Translation of employees previously engaged under the Technical Employees Award will be subject to the no disadvantage provisions of Clause 2 of Part XII.

(v) The table at paragraph (iii) of this subclause does not take into account Advancement Assessment and Progression.

(d) Translation from the Operational Employees Award

(i) The table at Appendix 2 shows current salaries, translation, progression and advancement, salary increases and structural adjustments for previous Operational classifications to the new General Stream of this award.

(ii) The table at Appendix 7 isolates the translation arrangements for Operational classifications to the new General Stream of this award, subject to (a)(vi) of this Appendix.

(ii) Translation of employees previously engaged under the Operational Employees Award will be subject to the no disadvantage provisions of Clause 2 of Part XII.

(iii) The following table highlights the special translation arrangements for Operational classifications under the Operational Employees Award to the General Stream under this award:

Classification Level	Salary 1/12/07	Point-to-Point	Salary 27/11/08 (ffpp)	Salary 5/03/09 (ffpp)
Operational 7 (Trades & Equivalent)	$42,233 (B2-R1-4)	$42,233 (B2-R1-4)	$43,922 (B2-R1-4)	$47,437 (B3-R1-1)
Operational 8 (Special Class Trades & Equivalent)	$45,854 (B3-R1-2)	$45,854 (B3-R1-2)	$47,688 (B3-R1-2)	$52,276 (B4-R1-B)

(iv) The above does not take into account Advancement Assessment and Progression.

(e) Translation from the Professional Employees Award

(i) The table at Appendix 3 shows current salaries, translation, progression and advancement, salary increases and structural adjustments for previous Professional classifications to the new Professional Stream of this award.

(ii) The table at Appendix 5 isolates the translation arrangements for Professional classifications to the new Professional Stream of this award, subject to (a)(vi) of this Appendix.

(iii) Translation of employees previously engaged under the Professional Employees Award will be subject to the no disadvantage provisions of Clause 2 of Part XII.

2. TRANSLATION AND TARGETED OCCUPATIONAL GROUPS (TOGS)

(a) Initial movement to new streams on a point-to-point basis effective from 27 November 2008.

(b) The parties commit to a complete review as per the list of targeted occupational groups (TOGs) prior to 27 November 2008. Agencies will consult with relevant unions prior to the relevant date.

(c) Translation to new classifications resulting from outcome of TOGs reviews, review process and determinations by Agencies on assessment against new standards will be effective from the first full pay period commencing on or after 5 March 2009.

(d) Direct translation arrangements do not apply to Band 9 and 10 or Professional Band 6 other than in exceptional circumstances approved by the employer. A merit selection process is to occur in line with normal arrangements. The employer will prescribe procedures and requirements for Agency submissions to create duties for these classification bands.

(e) Arrangements to be made for joint reviews (between government and unions) to accommodate new occupational groups that evolve, or further TOGs that are identified and agreed, however, date of effect of any new classifications outside review process is the date of approval after 5 March 2009.

(f) Translation arrangements for specific groups as at the first full pay period commencing on or after 5 March 2009 are notified in a separate table for Technical 2 and 4, and Operational 7 and 8 in the General Stream.

Present List of Targeted Occupational Groups:

Agency	Targeted Occupational Groups
Department of Premier and Cabinet/All	Computer Systems Officers (incl. TMD)
Department of Primary Industries and Water	Quarantine Officers (DPIW)
	Customer Service Officers – Service Tasmania
Department of Justice	Inspectors (Workplace Standards Tasmania)
Department of Infrastructure, Energy and Resources	Inspectors (Transport)
	Electrical Trades Workers - currently Operational Award - DIER
Department of Police and Emergency Management	Police Public Enquiry Officers (Customer Service in Police Stations)
Department of Environment, Parks, Heritage and the Arts	Environment Analytical Laboratory (both technical and professional)
	Parks Rangers, Field Officers and Firefighters
	Royal Botanical Gardens Staff
Department of Education	School Support Staff (Executive Officers & Administrative Assistants)
	Library Technicians

3. REVIEW PROCESS

(a) Introduction

(i) Agencies are to develop a plan for identifying and implementing translation to the new structure as early as is practical up to 5 March 2009.

(ii) Timeframes indicated below should be met by the parties. However, where extenuating circumstances can be demonstrated the parties can agree to an extension of time.

(b) Employee Notification (Initial)

(i) Employees in Targeted Occupational Groups to be notified of the translation outcome of the review and the classification band and salary levels of translation prior to 27 November 2008.

(ii) Other employees to be notified of the classification band to which they are to be translated and the translated salary level, or of the timeframe for this advice, prior to 27 November 2008. Notification of the translation outcome is to be provided no later than 5 March 2009.

(iii) Where necessary Statements of Duties are to be reviewed and assessed by 5 March 2009.

(iv) Employees are to be notified if the timelines of 5 March 2009 will not be achieved in relation to Statements of Duties review and timelines for completion.

(v) The date of effect will be the first full pay period commencing on or after 5 March 2009 for outcome from any review, review process and translation to new classification structure.

(c) Review Application Process

(i) Where an employee has issues or grievances with their duties and responsibilities or translation classification band, they have 14 calendar days to initiate a discussion at a local level with their manager, with reference by the manager to the Agency translation team.

(ii) To initiate this discussion an agreed template to record key details of the role, responsibilities and duties is to be used. Outcomes to be notified to the individual employee based on the template and reasons for this outcome by the Agency within 14 calendar days.

(iii) If dissatisfied, an application for review may be lodged by the employee within 28 calendar days of receipt of notification of the outcome under subclause (c)(ii) above.

(iv) The application for review is to be in accordance with the agreed template and is to specify the grounds for review, either:

- Actual duties and responsibilities were not agreed; or
- Disagreement with the assessment of classification band.

(v) Application for review to be submitted to Director/Manager HR for registration.

(d) Internal Agency Review Process

(i) Internal Agency review is to be undertaken and signed off by Director/Manger HR, providing recommendations to Head of Agency or delegate.

(ii) The employee is to be notified of the outcome of internal review within 28 calendar days of receipt of review application.

(iii) If the 28 calendar days timeframe is not achieved the employee is to be advised of the timeframe.

(e) External Review (If Dissatisfied With Internal Review)

(i) Reviews in relation to disputes relating to actual duties and responsibilities to be referred to the State Service Commissioner (SSC) within 14 calendar days of the notification of the outcome under (d)(ii) or (iii) above.

(ii) Initial employee application and Agency internal review report to be supplied to the SSC.

(iii) After the SSC decision/outcome is notified, the employee may seek review of the classification band to the Tasmanian Industrial Commission within 14 calendar days of the notification of the outcome of the State Service Commissioner's review.

(iv) Reviews in relation to disputes about the assigned classification to be referred to the Tasmanian Industrial Commission within 14 calendar days of the notification of the outcome under subclause (d)(ii) and (iii) or (e)(iii) above.

(f) Date of Effect

The date of effect for changes to classification in this process is to be the first full pay period commencing on or after 5 March 2009.

(g) Translation

Reclassification of a substantive level as a result of the Review Process is regarded as a translation change and the employee is translated accordingly with effect from the first full pay period commencing on or after 5 March 2009. Translation does not apply for duties assessed at the new Bands 9 and 10 in the General Stream or Band 6 in the Professional Stream.

APPENDIX 2 – THE GENERAL STREAM FOR PREVIOUS ADMINISTRATIVE AND CLERICAL, TECHNICAL AND OPERATIONAL STREAMS

	Band structure	Classification level under the previous awards			Salary 1/12/07	Point-to-Point	Annual & Structural Adjustment Increase 27/11/08 (ffpp)	Structural Adjustment Increase 5/03/09 (ffpp)	Annual Increase 26/11/09 (ffpp)	Annual Increase 25/11/10 (ffpp)	Structural Adjustment Increase 3/03/11 (ffpp)
		A&C	Technical	Operational							
BAND 1	B1-R1-A	A&C 1-1			$29,502	$29,502	~	~	~	~	~
	B1-R1-1	A&C 1-2			$30,788	$30,788	$32,020	$32,500	$33,637	$34,815	$35,511
	B1-R1-B			Op 1-1	$31,560	$31,560	~	~	~	~	~
	B1-R1-2	A&C 1-3		Op 1-2	$32,075	$32,075	$33,358	$33,858	$35,043	$36,270	$36,995
	B1-R1-C			Op 1-3	$32,985	$32,985	~	~	~	~	~
	B1-R1-3	A&C 1-4			$33,362	$33,362	$34,696	$35,217	$36,450	$37,725	$38,480
	B1-R1-4			Op 2	$33,963	$33,963	$35,322	$35,851	$37,106	$38,405	$39,173
	Advancement Assessment Point / Entry										
	B1-R2-A		Tech 1-1		$34,003	$34,003	~	~	~	~	~
	B1-R2-1	A&C 2-1	Tech 1-2	Op 3	$34,648	$34,648	$36,034	$36,574	$37,855	$39,179	$39,963
	B1-R2-B		Tech 1-3		$35,290	$35,290	~	~	~	~	~
	B1-R2-2	A&C 2-2	Tech 1-4	Op 4	$35,933	$35,933	$37,370	$37,931	$39,258	$40,633	$41,445
	B1-R2-3	A&C 2-3	Tech 1-5	Op 5	$37,378	$37,378	$38,873	$39,456	$40,837	$42,266	$43,112
	B1-R2-4							$40,482	$41,899	$43,365	$44,233
	Promotion										
BAND 2	B2-R1-A	A&C 3-1	(Tech 2-1)*	Op 6	$38,927	$38,927	~	~	~	~	~
	B2-R1-1	A&C 3-2			$39,729	$39,729	$41,318	$41,938	$43,406	$44,925	$45,823
	B2-R1-2	A&C 3-3	(Tech 2-2)*		$40,547	$40,547	$42,169	$42,801	$44,299	$45,850	$46,767
	B2-R1-3	A&C 3-4			$41,378	$41,378	$43,033	$43,679	$45,207	$46,790	$47,725
	B2-R1-4	A&C 3-5	(Tech 2-3)*	(Op7)*	$42,233	$42,233	$43,922	$44,581	$46,141	$47,756	$48,712
	B2-R1-5							$45,740	$47,341	$48,998	$49,978
	Promotion										

	Band structure	Classification level under the previous awards			Salary 1/12/07	Point-to-Point	Annual & Structural Adjustment Increase 27/11/08 (ffpp)	Structural Adjustment Increase 5/03/09 (ffpp)	Annual Increase 26/11/09 (ffpp)	Annual Increase 25/11/10 (ffpp)	Structural Adjustment Increase 3/03/11 (ffpp)
		A&C	Technical	Operational							
BAND 3	B3-R1-A	A&C 4-1	(Tech 2-4)*		$44,019	$44,019	~	~	~	~	~
	B3-R1-1	A&C 4-2			$44,938	$44,938	$46,736	$47,437	$49,097	$50,815	$51,832
	B3-R1-2	A&C 4-3	(Tech 2-5)*	(Op 8)*	$45,854	$45,854	$47,688	$48,403	$50,098	$51,851	$52,888
	B3-R1-3	A&C 4-4			$46,771	$46,771	$48,642	$49,371	$51,099	$52,888	$53,946
	B3-R1-4	A&C 4-5			$47,675	$47,675	$49,582	$50,326	$52,087	$53,910	$54,988
	B3-R1-5							$51,634	$53,441	$55,312	$56,418
	Promotion										
BAND 4	B4-R1-A		Tech 3-1		$47,675	$47,675	~	~	~	~	~
	B4-R1-B	A&C 5-1	Tech 3-2	Op 9	$49,523	$49,523	$51,504	$52,276	$54,106	~	~
	B4-R1-1	A&C 5-2			$50,441	$50,441	$52,459	$53,246	$55,109	$57,038	$58,179
	B4-R1-2	A&C 5-3	Tech 3-3		$51,358	$51,358	$53,412	$54,214	$56,111	$58,075	$59,236
	B4-R1-3							$55,623	$57,570	$59,585	$60,777
	Advancement Assessment Point										
	B4-R2-A	A&C 6-1	(Tech 4-1)*		$53,188	$53,188	$55,316	$56,145	$58,110	~	~
	B4-R2-1	A&C 6-2			$54,106	$54,106	$56,270	$57,114	$59,113	$61,182	$62,406
	B4-R2-2	A&C 6-3	(Tech 4-2)*	Op 10	$55,020	$55,020	$57,221	$58,079	$60,112	$62,216	$63,460
	B4-R2-3							$59,589	$61,675	$63,833	$65,110
	B4-R2-4							$61,582	$63,737	$65,968	$67,288

	Band structure	Classification level under the previous awards			Salary 1/12/07	Point-to-Point	Annual & Structural Adjustment Increase 27/11/08 (ffpp)	Structural Adjustment Increase 5/03/09 (ffpp)	Annual Increase 26/11/09 (ffpp)	Annual Increase 25/11/10 (ffpp)	Structural Adjustment Increase 3/03/11 (ffpp)
		A&C	Technical	Operational							
	Promotion										
BAND 5	B5-R1-A	A&C 7-1	(Tech 4-3)*		$56,854	$56,854	~	~	~	~	~
	B5-R1-B	A&C 7-2			$58,665	$58,665	$61,012	~	~	~	~
	B5-R1-1	A&C 7-3			$60,476	$60,476	$62,895	$63,838	$66,073	$68,385	$69,753
	B5-R1-2							$65,115	$67,394	$69,753	$71,148
	B5-R1-3							$66,761	$69,098	$71,516	$72,946
	Promotion										
BAND 6	B6-R1-A		Tech 5		$62,286	$62,286	~	~	~	~	~
	B6-R1-B	A&C 8-1			$64,096	$64,096	$66,660	$67,660	$70,028	$72,479	~
	B6-R1-1	A&C 8-2	Tech 6		$65,906	$65,906	$68,542	$69,570	$72,005	$74,526	$76,016
	B6-R1-2	A&C 8-3			$67,714	$67,714	$70,423	$71,479	$73,981	$76,570	$78,101
	B6-R1-3							$72,908	$75,460	$78,101	$79,663
	Advancement Assessment Point										
	B6-R2-1	A&C 9-1			$71,326	$71,326	$74,179	$75,292	$77,927	$80,654	$82,267
	B6-R2-2	A&C 9-2			$73,143	$73,143	$76,069	$77,210	$79,912	$82,709	$84,363
	B6-R2-3							$78,569	$81,319	$84,165	$85,848
	B6-R2-4							$79,920	$82,717	$85,612	$87,325
	Promotion										
BAND 7	B7-R1-A	A&C 10			$76,763	$76,763	$79,834	$81,031	$83,867	~	~
	B7-R1-1							$82,652	$85,544	$88,539	$90,309
	B7-R1-2	A&C 11			$80,382	$80,382	$83,597	$84,851	$87,821	$90,895	$92,713
	Advancement Assessment Point										
	B7-R2-1							$86,548	$89,577	$92,713	$94,567
	B7-R2-2								$91,369	$94,567	$96,458

	Band structure	Classification level under the previous awards			Salary 1/12/07	Point-to-Point	Annual & Structural Adjustment Increase 27/11/08 (ffpp)	Structural Adjustment Increase 5/03/09 (ffpp)	Annual Increase 26/11/09 (ffpp)	Annual Increase 25/11/10 (ffpp)	Structural Adjustment Increase 3/03/11 (ffpp)
		A&C	Technical	Operational							
	Promotion										
BAND 8	B8-R1-A	A&C 11/12			$80,382	$80,382	~	~	~	~	~
	B8-R1-B				$82,795	$82,795	$86,107	$87,398	~	~	~
	B8-R1-1	A&C 12			$85,813	$85,813	$89,246	$90,584	$93,755	$97,036	$98,977
	B8-R1-2							$92,396	$95,630	$98,977	$100,956
	Advancement Assessment Point										
	B8-R2-1							$94,244	$97,542	$100,956	$102,975
	B8-R2-2							$97,572	$100,987	$104,522	$106,612
	SEE GENERAL STREAM BANDS 9 & 10 FOR PROMOTION BEYOND THIS POINT										

* For Operational 7 and 8 see special translation table in Appendix 1
* For Technical 2 and 4 see special translation table in Appendix 1

APPENDIX 3 – PROFESSIONAL STREAM FOR THE PREVIOUS PROFESSIONAL STREAM

	Band Structure	Classification level under previous award	Salaries 1/12/07	Point-to-Point	Adjustment	Annual & Structural Adjustment Increase 27/11/08 (ffpp)	Structural Adjustment Increase 5/03/09 (ffpp)	Annual Increase 26/11/09 (ffpp)	Annual Increase 25/11/10 (ffpp)	Structural Adjustment Increase 3/03/11 (ffpp)
BAND 1	B1-R1-A	Prof 1-1	$40,547	$40,547	$44,019	~	~	~	~	~
	B1-R1-1	Prof 1-2	$43,107	$43,107	$44,938	$46,736	$47,437	$49,097	$50,815	$51,832
	B1-R1-2	Prof 1-3	$45,853	$45,853	$46,771	$48,642	$49,371	$51,099	$52,888	$53,946
	B1-R1-3	Prof 1-4	$48,606	$48,606	$50,441	$52,459	$53,246	$55,109	$57,038	$58,179
	B1-R1-4	Prof 1-5	$51,357	$51,357	$52,694	$54,801	$55,623	$57,570	$59,585	$60,777
	B1-R1-5	Prof 1-6	$54,105	$54,105	$55,020	$57,221	$58,079	$60,112	$62,216	$63,460
	B1-R1-6	Prof 1-7	$56,854	$56,854	$58,339	$60,672	$61,582	$63,737	$65,968	$67,288
	B1-R1-7	Prof 1-8	$59,573	$59,573	$60,476	$62,895	$63,838	$66,073	$68,385	$69,753
	Advancement Assessment Point									
BAND 2	B2-R1-1	Prof 2-1	$62,286	$62,286	$63,245	$65,774	$66,761	$69,098	$71,516	$72,946
	B2-R1-2	Prof 2-2	$65,000	$65,000	$65,906	$68,542	$69,570	$72,005	$74,526	$76,016
	B2-R1-3	Prof 2-3	$67,714	$67,714	$69,068	$71,831	$72,908	$75,460	$78,101	$79,663
	B2-R1-4						$75,292	$77,927	$80,655	$82,268
	B2-R1-5							$79,912	$82,709	$84,363
	Promotion									

	Band Structure	Classification level under previous award	Salaries 1/12/07	Point-to-Point	Adjustment	Annual & Structural Adjustment Increase 27/11/08 (ffpp)	Structural Adjustment Increase 5/03/09 (ffpp)	Annual Increase 26/11/09 (ffpp)	Annual Increase 25/11/10 (ffpp)	Structural Adjustment Increase 3/03/11 (ffpp)
BAND 3	B3-R1-A	Prof 3-1	$71,331	$71,331	$73,143	$76,069	$77,210	~	~	~
	B3-R1-B	Prof 3-2	$74,957	$74,957	$75,711	$78,739	$79,920	$82,717	~	~
	B3-R1-C	Prof 3-3	$76,763	$76,763	$76,763	$79,834	$81,031	$83,867	$86,802	~
	B3-R1-1						$82,652	$85,544	$88,539	$90,309
	B3-R1-2						$84,851	$87,821	$90,895	$92,712
	Advancement Assessment Point									
	B3-R2-1						$86,548	$89,577	$92,712	$94,567
	B3-R2-2							$91,369	$94,567	$96,458
	Promotion									
BAND 4	B4-R1-A	Prof 4-1	$80,382	$80,382	$82,795	$86,107	$87,398	~	~	~
	B4-R1-1	Prof 4-2	$83,098	$83,098	$85,813	$89,246	$90,584	$93,755	$97,036	$98,977
	B4-R1-2	Prof 4-3	$85,813	$85,813	$87,529	$91,030	$92,396	$95,630	$98,977	$100,956
	Advancement Assessment Point									
	B4-R2-1						$94,244	$97,542	$100,956	$102,975
	B4-R2-2						$97,572	$100,987	$104,522	$106,612
	Promotion									
BAND 5	B5-R1-A	Prof 5	$93,050	$93,050	$93,075	$96,798	$101,638	~	~	~
	B5-R1-1				$97,729	$101,638	$106,720	$110,455	$114,321	$116,608
	B5-R1-2				$102,383	$106,478	$111,802	$115,978	$120,037	$122,438
	B5-R1-3							$121,501	$125,753	$134,682
	B5-R1-4							$127,024	$131,469	$134,099
	Promotion									

	Band Structure	Classification level under previous award	Salaries 1/12/07	Point-to-Point	Adjustment	Annual & Structural Adjustment Increase 27/11/08 (ffpp)	Structural Adjustment Increase 5/03/09 (ffpp)	Annual Increase 26/11/09 (ffpp)	Annual Increase 25/11/10 (ffpp)	Structural Adjustment Increase 3/03/11 (ffpp)
BAND 6	B6-R1-A		$109,776	$109,776	$109,776	$114,167	$119,876	~	~	~
	B6-R1-1		$115,265	$115,265	$115,265	$119,876	$125,869	$130,275	$134,834	$137,531
	B6-R1-2		$120,754	$120,754	$120,754	$125,584	$131,863	$136,789	$141,576	$144,408
	B6-R1-3							$143,302	$148,318	$151,284
	B6-R1-4							$149,816	$155,060	$158,161
	SEE GENERAL STREAM BANDS 9 & 10 FOR PROMOTION BEYOND THIS POINT									

APPENDIX 4 – TRANSLATION ARRANGEMENTS FOR PREVIOUS ADMINISTRATIVE AND CELERICAL CLASSIFICATIONS

	Band Structure	Classification Level at 27/11/08	Salary 1/12/07	Salary 27/11/08 (ffpp)	Salary 5/03/09 (ffpp)	Salary 26/11/09 (ffpp)	Salary 25/11/10 (ffpp)	Salary 3/03/11 (ffpp)
BAND 1	B1-R1-A	A&C 1-1	$29,502	~	~	~	~	~
	B1-R1-1	A&C 1-2	$30,788	$32,020	$32,500	$33,637	$34,815	$35,511
	B1-R1-2	A&C 1-3	$32,075	$33,358	$33,858	$35,043	$36,270	$36,995
	B1-R1-3	A&C 1-4	$33,362	$34,696	$35,217	$36,450	$37,725	$38,480
	B1-R1-4			$35,322	$35,851	$37,106	$38,405	$39,173
	Advancement Assessment Point / Entry							
	B1-R2-1	A&C 2-1	$34,648	$36,034	$36,574	$37,855	$39,179	$39,963
	B1-R2-2	A&C 2-2	$35,933	$37,370	$37,931	$39,258	$40,633	$41,445
	B1-R2-3	A&C 2-3	$37,378	$38,873	$39,456	$40,837	$42,266	$43,112
	B1-R2-4				$40,482	$41,899	$43,365	$44,233
	Promotion							
BAND 2	B2-R1-A	A&C 3-1	$38,927	~	~	~	~	~
	B2-R1-1	A&C 3-2	$39,729	$41,318	$41,938	$43,406	$44,925	$45,823
	B2-R1-2	A&C 3-3	$40,547	$42,169	$42,801	$44,299	$45,850	$46,767
	B2-R1-3	A&C 3-4	$41,378	$43,033	$43,679	$45,207	$46,790	$47,725
	B2-R1-4	A&C 3-5	$42,233	$43,922	$44,581	$46,141	$47,756	$48,712
	B2-R1-5				$45,740	$47,341	$48,998	$49,978
	Promotion							
BAND 3	B3-R1-A	A&C 4-1	$44,019	~	~	~	~	~
	B3-R1-1	A&C 4-2	$44,938	$46,736	$47,437	$49,097	$50,815	$51,832
	B3-R1-2	A&C 4-3	$45,854	$47,688	$48,403	$50,098	$51,851	$52,888
	B3-R1-3	A&C 4-4	$46,771	$48,642	$49,371	$51,099	$52,888	$53,946
	B3-R1-4	A&C 4-5	$47,675	$49,582	$50,326	$52,087	$53,910	$54,988
	B3-R1-5				$51,634	$53,441	$55,312	$56,418
	Promotion							

	Band Structure	Classification Level at 27/11/08	Salary 1/12/07	Salary 27/11/08 (ffpp)	Salary 5/03/09 (ffpp)	Salary 26/11/09 (ffpp)	Salary 25/11/10 (ffpp)	Salary 3/03/11 (ffpp)
BAND 4	B4-R1-B	A&C 5-1	$49,523	$51,504	$52,276	$54,106	~	~
	B4-R1-1	A&C 5-2	$50,441	$52,459	$53,246	$55,109	$57,038	$58,179
	B4-R1-2	A&C 5-3	$51,358	$53,412	$54,214	$56,111	$58,075	$59,236
	B4-R1-3				$55,623	$57,570	$59,585	$60,777
	Advancement Assessment Point							
	B4-R2-A	A&C 6-1	$53,188	$55,316	$56,145	$58,110	~	~
	B4-R2-1	A&C 6-2	$54,106	$56,270	$57,114	$59,113	$61,182	$62,406
	B4-R2-2	A&C 6-3	$55,020	$57,221	$58,079	$60,112	$62,216	$63,460
	B4-R2-3				$59,589	$61,675	$63,833	$65,110
	B4-R2-4				$61,582	$63,737	$65,968	$67,288
	Promotion							
BAND 5	B5-R1-A	A&C 7-1	$56,854	~	~	~	~	~
	B5-R1-B	A&C 7-2	$58,665	$61,012	~	~	~	~
	B5-R1-1	A&C 7-3	$60,476	$62,895	$63,838	$66,073	$68,385	$69,753
	B5-R1-2				$65,115	$67,394	$69,753	$71,148
	B5-R1-3				$66,761	$69,098	$71,516	$72,946
	Promotion							
BAND 6	B6-R1-B	A&C 8-1	$64,096	$66,660	$67,660	$70,028	$72,479	~
	B6-R1-1	A&C 8-2	$65,906	$68,542	$69,570	$72,005	$74,526	$76,016
	B6-R1-2	A&C 8-3	$67,714	$70,423	$71,479	$73,981	$76,570	$78,101
	B6-R1-3				$72,908	$75,460	$78,101	$79,663
	Advancement Assessment Point							
	B6-R2-1	A&C 9-1	$71,326	$74,179	$75,292	$77,927	$80,654	$82,267
	B6-R2-2	A&C 9-2	$73,143	$76,069	$77,210	$79,912	$82,709	$84,363
	B6-R2-3				$78,569	$81,319	$84,165	$85,848
	B6-R2-4				$79,920	$82,717	$85,612	$87,325

	Band Structure	Classification Level at 27/11/08	Salary 1/12/07	Salary 27/11/08 (ffpp)	Salary 5/03/09 (ffpp)	Salary 26/11/09 (ffpp)	Salary 25/11/10 (ffpp)	Salary 3/03/11 (ffpp)
	Promotion							
BAND 7	B7-R1-A	A&C 10	$76,763	$79,834	$81,031	$83,867	~	~
	B7-R1-1				$82,652	$85,544	$88,539	$90,309
	B7-R1-2	A&C 11	$80,382	$83,597	$84,851	$87,821	$90,895	$92,713
	Advancement Assessment Point							
	B7-R2-1				$86,548	$89,577	$92,713	$94,567
	B7-R2-2					$91,369	$94,567	$96,458
	Promotion							
BAND 8	B8-R1-A	A&C 11/12	$80,382	~	~	~	~	~
	B8-R1-B		$82,795	$86,107	$87,398	~	~	~
	B8-R1-1	A&C 12	$85,813	$89,246	$90,584	$93,755	$97,036	$98,977
	B8-R1-2				$92,396	$95,630	$98,977	$100,956
	Advancement Assessment Point							
	B8-R2-1				$94,244	$97,542	$100,956	$102,975
	B8-R2-2				$97,572	$100,987	$104,522	$106,612

APPENDIX 5 – TRANSLATION ARRANGEMENTS FOR PREVIOUS PROFESSIONAL CLASSIFICATIONS

	Band Structure	Classification Level at 27/11/08	Salaries 1/12/07	Salary 27/11/08 (ffpp)	Salary 5/03/09 (ffpp)	Salary 26/11/09 (ffpp)	Salary 25/11/10 (ffpp)	Salary 3/03/11 (ffpp)
BAND 1	B1-R1-A	Prof 1-1	$40,547	~	~	~	~	~
	B1-R1-1	Prof 1-2	$43,107	$46,736	$47,437	$49,097	$50,815	$51,832
	B1-R1-2	Prof 1-3	$45,853	$48,642	$49,371	$51,099	$52,888	$53,946
	B1-R1-3	Prof 1-4	$48,606	$52,459	$53,246	$55,109	$57,038	$58,179
	B1-R1-4	Prof 1-5	$51,357	$54,801	$55,623	$57,570	$59,585	$60,777
	B1-R1-5	Prof 1-6	$54,105	$57,221	$58,079	$60,112	$62,216	$63,460
	B1-R1-6	Prof 1-7	$56,854	$60,672	$61,582	$63,737	$65,968	$67,288
	B1-R1-7	Prof 1-8	$59,573	$62,895	$63,838	$66,073	$68,385	$69,753
	Advancement Assessment Point							
BAND 2	B2-R1-1	Prof 2-1	$62,286	$65,774	$66,761	$69,098	$71,516	$72,946
	B2-R1-2	Prof 2-2	$65,000	$68,542	$69,570	$72,005	$74,526	$76,016
	B2-R1-3	Prof 2-3	$67,714	$71,831	$72,908	$75,460	$78,101	$79,663
	B2-R1-4				$75,292	$77,927	$80,654	$82,267
	B2-R1-5					$79,912	$82,709	$84,363
	Promotion							
BAND 3	B3-R1-A	Prof 3-1	$71,331	$76,069	$77,210	~	~	~
	B3-R1-B	Prof 3-2	$74,957	$78,739	$79,920	$82,717	~	~
	B3-R1-C	Prof 3-3	$76,763	$79,834	$81,031	$83,867	$86,802	~
	B3-R1-1				$82,652	$85,544	$88,539	$90,309
	B3-R1-2				$84,851	$87,821	$90,895	$92,713
	Advancement Assessment Point							
	B3-R2-1				$86,548	$89,577	$92,713	$94,567
	B3-R2-2					$91,369	$94,567	$96,458
	Promotion							

	Band Structure	Classification Level at 27/11/08	Salaries 1/12/07	Salary 27/11/08 (ffpp)	Salary 5/03/09 (ffpp)	Salary 26/11/09 (ffpp)	Salary 25/11/10 (ffpp)	Salary 3/03/11 (ffpp)
BAND 4	B4-R1-A	Prof 4-1	$80,382	$86,107	$87,398	~	~	~
	B4-R1-1	Prof 4-2	$83,098	$89,246	$90,584	$93,755	$97,036	$98,977
	B4-R1-2	Prof 4-3	$85,813	$91,030	$92,396	$95,630	$98,977	$100,956
	Advancement Assessment Point							
	B4-R2-1				$94,244	$97,542	$100,956	$102,975
	B4-R2-2				$97,572	$100,987	$104,522	$106,612
	Promotion							
BAND 5	B5-R1-A	Prof 5	$93,050	$96,798	$101,638	~	~	~
	B5-R1-1			$101,638	$106,720	$110,455	$114,321	$116,608
	B5-R1-2			$106,478	$111,802	$115,978	$120,037	$122,438
	B5-R1-3					$121,501	$125,753	$128,268
	B5-R1-4					$127,024	$131,469	$134,099

APPENDIX 6 – TRANSLATION ARRANGEMENTS FOR PREVIOUS TECHNICAL CLASSIFICATIONS

(a) Technical 1

	Band Structure	Classification Level at 27/11/08	Salary 1/12/07	Salary 27/11/08 (ffpp)	Salary 5/03/09 (ffpp)	Salary 26/11/09 (ffpp)	Salary 25/11/10 (ffpp)	Salary 3/03/11 (ffpp)
BAND 1	B1-R2-A	Tech 1-1	$34,003	~	~	~	~	~
	B1-R2-1	Tech 1-2	$34,648	$36,034	$36,574	$37,855	$39,179	$39,963
	B1-R2-B	Tech 1-3	$35,290	~	~	~	~	~
	B1-R2-2	Tech 1-4	$35,933	$37,370	$37,931	$39,258	$40,633	$41,445
	B1-R2-3	Tech 1-5	$37,378	$38,873	$39,456	$40,837	$42,266	$43,112
BAND 2	B2-R1-A	(Tech 2-1)	$38,927	~	~	~	~	~
	B2-R1-1			$41,318	$41,938	$43,406	$44,925	$45,823
	B2-R1-2	(Tech 2-2)	$40,547	$42,169	$42,801	$44,299	$45,850	$46,767
	B2-R1-4	(Tech 2-3)	$42,233	$43,922	$44,581	$46,141	$47,756	$48,712
BAND 3	B3-R1-A	(Tech 2-4)	$44,019	~	~	~	~	~
	B3-R1-1			$46,736	$47,437	$49,097	$50,815	$51,832
	B3-R1-2	(Tech 2-5)	$45,854	$47,688	$48,403	$50,098	$51,851	$52,888

(b) Technical 2

	Band Structure	Classification Level at 27/11/08	Salary 1/12/07	Salary 27/11/08 (ffpp)	Salary 5/03/09 (ffpp)	Salary 26/11/09 (ffpp)	Salary 25/11/10 (ffpp)	Salary 3/03/11 (ffpp)
BAND 2	B2-R1-A	Tech 2-1	$38,927	~	~	~	~	~
	B2-R1-1			$41,318	~	~	~	~
	B2-R1-2	Tech 2-2	$40,547	$42,169	~	~	~	~
	B2-R1-4	Tech 2-3	$42,233	$43,922	~	~	~	~
BAND 3	B3-R1-A	Tech 2-4	$44,019	~	~	~	~	~
	B3-R1-1			$46,736	$47,437	$49,097	$50,815	$51,832
	B3-R1-2	Tech 2-5	$45,854	$47,688	$48,403	$50,098	$51,851	$52,888
	B3-R1-3			$48,642	$49,371	$51,099	$52,888	$53,946
	B3-R1-4			$49,582	$50,326	$52,087	$53,910	$54,988
	B3-R1-5				$51,634	$53,441	$55,312	$56,418

(c) Technical 3

	Band Structure	Classification Level at 27/11/08	Salary 1/12/07	Salary 27/11/08 (ffpp)	Salary 5/03/09 (ffpp)	Salary 26/11/09 (ffpp)	Salary 25/11/10 (ffpp)	Salary 3/03/11 (ffpp)
BAND 4	B4-R1-A	Tech 3-1	$47,675	~	~	~	~	~
	B4-R1-B	Tech 3-2	$49,523	$51,504	$52,276	$54,106	~	~
	B4-R1-2	Tech 3-3	$51,358	$53,412	$54,214	$56,111	$58,075	$59,236
	B4-R1-3				$55,623	$57,570	$59,585	$60,777
	Advancement Assessment Point							
	B4-R2-A			$55,316	$56,145	$58,110	~	~
	B4-R2-1			$56,270	$57,114	$59,113	$61,182	$62,406
	B4-R2-2			$57,221	$58,079	$60,112	$62,216	$63,460
	B4-R2-3				$59,589	$61,675	$63,833	$65,110
	B4-R2-4				$61,582	$63,737	$65,968	$67,288

(d) Technical 4

	Band Structure	Classification Level at 27/11/08	Salary 1/12/07	Salary 27/11/08 (ffpp)	Salary 5/03/09 (ffpp)	Salary 26/11/09 (ffpp)	Salary 25/11/10 (ffpp)	Salary 3/03/11 (ffpp)
BAND 4	B4-R2-A	Tech 4-1	$53,188	$55,316	~	~	~	~
	B4-R2-2	Tech 4-2	$55,020	$57,221	~	~	~	~
BAND 5	B5-R1-A	Tech 4-3	$56,854	~	~	~	~	~
	B5-R1-B			$61,012	~	~	~	~
	B5-R1-1			$62,895	$63,838	$66,073	$68,385	$69,753
	B5-R1-2				$65,115	$67,394	$69,753	$71,148
	B5-R1-3				$66,761	$69,098	$71,516	$72,946

(e) Technical 5 and 6

	Band Structure	Classification Level at 27/11/08	Salary 1/12/07	Salary 27/11/08 (ffpp)	Salary 5/03/09 (ffpp)	Salary 26/11/09 (ffpp)	Salary 25/11/10 (ffpp)	Salary 3/03/11 (ffpp)
BAND 6	B6-R1-A	Tech 5	$62,286	~	~	~	~	~
	B6-R1-B			$66,660	$67,660	$70,028	$72,479	~
	B6-R1-1	Tech 6	$65,906	$68,542	$69,570	$72,005	$74,526	$76,016
	B6-R1-2			$70,423	$71,479	$73,981	$76,570	$78,101
	B6-R1-3				$72,908	$75,460	$78,101	$79,663
	Advancement Assessment Point							
	B6-R2-1			$74,179	$75,292	$77,927	$80,654	$82,267
	B6-R2-2			$76,069	$77,210	$79,912	$82,709	$84,363
	B6-R2-3				$78,569	$81,319	$84,165	$85,848
	B6-R2-4				$79,920	$82,717	$85,612	$87,325

APPENDIX 7 – TRANSLATION ARRANGEMENTS FOR PREVIOUS OPERATIONAL CLASSIFICATIONS

(a) Operational 1 to 6

	Band Structure	Classification Level at 27/11/08	Salary 1/12/07	Salary 27/11/08 (ffpp)	Salary 5/03/09 (ffpp)	Salary 26/11/09 (ffpp)	Salary 25/11/10 (ffpp)	Salary 3/03/11 (ffpp)
BAND 1	B1-R1-B	Op 1-1	$31,560	~	~	~	~	~
	B1-R1-2	Op 1-2	$32,075	$33,358	$33,858	$35,043	$36,270	$36,995
	B1-R1-C	Op 1-3	$32,985	~	~	~	~	~
	B1-R1-3			$34,696	$35,217	$36,450	$37,725	$38,480
	B1-R1-4	Op 2	$33,963	$35,322	$35,851	$37,106	$38,405	$39,173
	Advancement Assessment Point / Entry							
	B1-R2-1	Op 3	$34,648	$36,034	$36,574	$37,855	$39,179	$39,963
	B1-R2-2	Op 4	$35,933	$37,370	$37,931	$39,258	$40,633	$41,445
	B1-R2-3	Op 5	$37,378	$38,873	$39,456	$40,837	$42,266	$43,112
	B1-R2-4				$40,482	$41,899	$43,365	$44,233
	Promotion							
BAND 2	B2-R1-A	Op 6	$38,927	~	~	~	~	~
	B2-R1-1			$41,318	$41,938	$43,406	$44,925	$45,823
	B2-R1-2			$42,169	$42,801	$44,299	$45,850	$46,767
	B2-R1-3			$43,033	$43,679	$45,207	$46,790	$47,725
	B2-R1-4			$43,922	$44,581	$46,141	$47,756	$48,712
	B2-R1-5				$45,740	$47,341	$48,998	$49,978
	Promotion							

(b) Operational 7

	Band Structure	Classification Level at 27/11/08	Salary 1/12/07	Salary 27/11/08 (ffpp)	Salary 5/03/09 (ffpp)	Salary 26/11/09 (ffpp)	Salary 25/11/10 (ffpp)	Salary 3/03/11 (ffpp)
B2	B2-R1-4	Op 7	$42,233	$43,922	~	~	~	~
BAND 3	B3-R1-1			$46,736	$47,437	$49,097	$50,815	$51,832
	B3-R1-2			$47,688	$48,403	$50,098	$51,851	$52,888
	B3-R1-3			$48,642	$49,371	$51,099	$52,888	$53,946
	B3-R1-4			$49,582	$50,326	$52,087	$53,910	$54,988
	B3-R1-5				$51,634	$53,441	$55,312	$56,418
	Promotion							

(c) Operational 8 to 10

	Band Structure	Classification Level at 27/11/08	Salary 1/12/07	Salary 27/11/08 (ffpp)	Salary 5/03/09 (ffpp)	Salary 26/11/09 (ffpp)	Salary 25/11/10 (ffpp)	Salary 3/03/11 (ffpp)
B3	B3-R1-2	Op 8	$45,854	$47,688	~	~	~	~
BAND 4	B4-R1-B	Op 9	$49,523	$51,504	$52,276	$54,106	~	~
	B4-R1-1			$52,459	$53,246	$55,109	$57,038	$58,179
	B4-R1-2			$53,412	$54,214	$56,111	$58,075	$59,236
	B4-R1-3				$55,623	$57,570	$59,585	$60,777
	Advancement Assessment Point							
	B4-R2-A			$55,316	$56,145	$58,110	~	~
	B4-R2-1			$56,270	$57,114	$59,113	$61,182	$62,406
	B4-R2-2	Op 10	$55,020	$57,221	$58,079	$60,112	$62,216	$63,460
	B4-R2-3				$59,589	$61,675	$63,833	$65,110
	B4-R2-4				$61,582	$63,737	$65,968	$67,288

APPENDIX 8 – TRANSLATION OF AWARD SUBJECT MATTERS

The following table shows where the subject matter within the General Conditions of Service Award No 6. of 2008 (Consolidated) is found in this Tasmanian State Service Award.

Subject Matter	Previous Part and Clause	New Part and Clause
Title	PART I - 1	PART I – 1
Scope	PART I - 2	PART I – 2
Index	PART I - 3	PART I – 3
Date of Operation	PART I - 4	PART I – 4
Award Interest	PART I - 5	PART I – 5
Supersession	PART I - 6	PART I – 6
Definitions	PART I - 7	PART I – 7
Clothing		
(a) Uniforms	PART II – 1	PART IX – 1
(b) Protective Gear		PART IX – 2
State Service Accumulated Leave Scheme	PART II – 2	PART VIII – 6
Payment of Wages	PART III –1	PART II – 2
Supported Wage System	PART III –2	PART II – 7
First Aid Certificate Allowance	PART IV – 1	PART IV – 5
Coxswain's Certificate Allowance	PART IV – 2	PART IV – 7
Diving Allowances	PART IV – 3	PART IV – 8
Electrical Trades Allowances	PART IV – 4	Deleted
Plumber's Allowance	PART IV – 5	Deleted
Licence Reimbursement Allowance	PART IV – 6	Deleted
Location Allowances	PART IV – 7	PART IV – 1
Special Accommodation Rate on Transfer	PART IV – 7	PART IV – 4
Higher Duties Allowance	PART IV – 8	PART II – 10
More Responsibilities Duties Allowance	PART IV – 9	PART II – 11
Foul and Nauseous Linen Allowance	PART IV – 10	Deleted
Training Courses, Conference Allowance	PART IV – 11	PART IV – 3
Meal Allowances	PART IV – 12	PART IV – 2
Travel Allowances	PART IV – 13	PART IV – 3
Overtime	PART V - 1	PART VI – 3 PART VII – 3
Saturday, Sunday and Holiday Work	PART V - 2	PART VII – 1
Afternoon, Night Shift Allowance	PART V - 3	PART VII – 2
Call Back Allowance	PART V - 4	PART VI – 5 PART VII – 4
Standby Availability Allowances	PART V - 5	PART VI – 5 PART VII – 4
Holidays	PART VI – 1	PART VIII – 1
Parental Leave	PART VI – 2	PART VIII – 2
Personal Leave	PART VI – 3	PART VIII – 3
Bereavement Leave	PART VI – 4	PART VIII – 4
Recreation Leave	PART VI – 5	PART VIII – 5
Jury Service	PART VI – 6	PART VIII – 7

APPENDIX 9 – SPECIAL PROVISIONS FOR EMPLOYEES OF TASMANIA FIRE SERVICE

The provisions of the Tasmanian State Service Award apply to those employees listed below engaged by the Tasmania Fire Service (TFS) except where otherwise specified by this Appendix.

1. COMMUNICATIONS SERVICES EMPLOYEES

(a) Employees Covered

These provisions apply to all employees working in the Communications Services Division of the TFS who undertake duties of technical nature requiring the exercising of knowledge gained through the attainment of a technical qualification as defined by this award.

(b) Rate of Salary

In addition to the salary prescribed in Part II – Salaries and Related Matters of this Award employees covered by this provision are to receive 4.8% extra in remuneration. This extra salary is in compensation for working additional ordinary hours of work.

(c) Ordinary Hours of Work

The ordinary hours of work are 38 hours per week, and may be worked in accordance with the provisions of Part V – Workplace Flexibility and Part VI Hours of Work and Overtime for Day Work.

PROVIDED that 38 hour is to be substituted for 36 hours 45 minutes in relevant clauses.

2. ENGINEERING SERVICES EMPLOYEES

(a) Employees Covered

These provisions are to apply to all employees working in the Engineering Services Division of the Tasmania Fire Service who undertake duties of a trade nature requiring the exercising of knowledge gained through the attainment of a trade qualification as defined by this award.

(b) Rate of Salary

In addition to the salary prescribed in Part II – Salaries and Related Matters of this Award employees covered by this provision are to receive 6.5% extra in remuneration. This extra salary is in compensation for working additional ordinary hours of work and for an increase in the span of hours.

(c) Span of Hours

Ordinary hours of work may be performed between 6:00 am and 10:00 pm.

(d) Ordinary Hours of Work

The ordinary hours of work are 76 hours per fortnight to be worked nominally as nine days of 8 hours and 27 minutes in a ten day work cycle.
The employer may introduce staggered start and finish time to meet operational requirements following consultation with employees.

An employee may be required to work up to nine ordinary hours per day in order to meet operational requirements. In these circumstances, the employee is to manage his/her time through agreement with his/her supervisor to ensure that an average of 38 hours per week is worked.

(e) Rostered Days Off

Employees are able to take one day per fortnight as a rostered day off, however the timing of taking the rostered day off this day is to be flexible and ensure that full services continue to be provided by each workshop.

3. ALL OTHER EMPLOYEES IN TFS ENCOMPASSED BY THE SCOPE CLAUSE OF THIS AWARD

(a) Employees Covered

These provisions apply to all employees in TFS encompassed by the Scope Clause of this Award except those covered by Clauses 1 and 2 of this Appendix.

(b) Rate of Salary

In addition to the salary prescribed in Part II – Salaries and Related Matters of this Award employees covered by this provision are to receive 6.0% extra in remuneration. This extra salary is in compensation for working additional ordinary hours of work and the wearing of a corporate uniform.

(c) Ordinary Hours of Work

The ordinary hours of work are 38 hours per week, and may be worked in accordance with the provisions of Part V – Workplace Flexibility and Part VI Hours of Work and Overtime for Day Work.

PROVIDED that 38 hours is to be substituted for 36 hours 45 minutes in relevant clauses.

(d) Corporate Wardrobe

The TFS will provide a corporate wardrobe to employees who are required to wear such attire at all time whilst on duty. Uniform replacement is to be in accordance with TFS Policy.

APPENDIX 10 - INFORMATION & COMMUNICATION TECHNOLOGY (ICT) CLASSIFICATION STRUCTURE

This Attachment details the classification structure and standards that apply to Information and Communication Technology employees. These arrangements derive from the provisions of Appendix 1, clause 2 regarding Targeted Occupational Groups, specifically Computer Systems Officers.

ICT 1

ICT 1 consists of employees ranging across Bands 1 to 4 inclusive.
There are four categories of employees with different salary progression ranges:

- ICT Level 1 (Trainee) - Band 1;
- ICT Level 1 (Cadet) - Band 1 to Band 4;
- ICT Level 1 (Technician) - Band 2 to Band 4; and
- ICT Level 1 (Graduate) - Band 3 to Band 4.

The salaries of Graduates and Cadets are as specified in the Tasmanian State Service Award (TSSA).

The salaries of Trainees and Technicians are as specified in this Attachment.

A **Trainee** is an employee who is employed to undertake IT Certificates 2, 3 or 4.

A **Cadet** is an employee who is employed subject to undertaking a three year undergraduate degree part-time at a university.

A **Graduate** is an employee who is employed according to a Graduate Development Program after graduating with a degree qualification following a minimum three year course at a university.

A **Technician** is an employee who does not undertake formal undergraduate studies or participate in a formal graduate program but who gains skills and experience through in-house development and learning, including specific courses of study.

CLASSIFICATION DESCRIPTORS

The classification descriptors of Bands 1 to 4 describe the work value requirements of an employee who progresses through the salary structure.

To fully meet the work requirements at the top of ICT 1 requires being able to undertake computer system tasks that require adherence to policy, procedures or established practices. It is expected that all qualifications required have been achieved and professional development has been undertaken relevant to the technical area of expertise.

The purpose of supplementary descriptors is to specify the work expected to be undertaken by ICT employees and augment the classification descriptors in this award.

The supplementary descriptors for ICT 1 highlight the competency expected for ICT 1 employees paid at Band 4.

The AAP's provide the framework for developing and assessing an employee's suitability to progress to the top of Band 4 or Band 6, respectively.

Supplementary descriptors

- Able to operate across a number of computing platforms, systems, applications languages and server installations.
- Converses with senior technical specialists regarding area of responsibility.
- Contact with organisation staff/vendors will be limited with the occupant usually having had limited opportunities to establish business relationships – at this point they are more technician-to-technician based and technician-client.

Advanced Assessment Point

To progress through the AAP in Band 4 a minimum of three of the following criteria are required to be satisfied:

- Recognised as providing high level customer service and demonstrates high level proficiency in function and work tasks;
- Operates autonomously during after-hours upgrades to systems or remote monitoring,
- Has demonstrated emerging leadership skills by taking responsibility to integrate related platforms, systems, applications languages and server installations and is capable at leading and conducting research, discussions, workshops and presenting findings;
- Has a significant influence on the initiation and training of new officers in the operations of the section;
- Demonstrated proficiency in work related ICT disciplines including attainment of industry recognised qualifications or certification in specific work areas;
- Has consistently demonstrated the ability to plan work schedules; lead small teams in implementing parts of applications, upgrades to servers, rollouts of standard operating environment patches and updates; has responsibility for gathering information regarding purchasing and assisting senior offices with the purchasing cycle; and
- Is self-directed, reliable, espouses the values of the organisation in their work, provides input into the operational processes of their area of expertise and has highly regarded oral and written communication skills.

ICT 2

Band 5 classification standards and salaries.

ICT 3

Band 6 classification standards and salaries, with supplementary descriptors.

Supplementary Descriptors

This is a senior practitioner level with overall responsibility for systems, the application of policy, for mentoring less experienced staff members, for providing advice to senior IT managers and for liaising effectively with vendors, clients and management.

Work at this level is authoritative in terms of supporting a system, in undertaking application development or supporting key items of infrastructure such as networks, mail storage area networks, servers, security systems, disaster recovery installations.

Highly specialist knowledge of and overall responsibility for several computer systems.

Highly developed analytical skills:

- to capture the business needs of clients,
- to understand the technical context of options and solutions to meet business requirements; and
- to develop and implement plans and proposals for improved operational effectiveness and service delivery.

Provide leadership and supervision of staff responsible for the delivery of components of systems or programs, particularly regarding the quality of service delivery and in meeting performance specifications.

In areas of technical expertise and with responsibility for particular operational processes represents the organisation with authority and commits agency to negotiated outcomes.

Advanced Assessment Point

At least three of the following criteria to be demonstrated:

- Has established strong peer networks across government in an area of speciality and provides leadership in the co-ordination of forums, discussions and meetings;
- Has undertaken leading research, development or innovation within an agency that has potential whole of government application including the establishment of working groups, high levels of liaison with a central agency, conducts demonstrations to other interested parties and has a significant role with the central agency in any vendor negotiations that form part of the development of a new product/service;
- Possesses oral and written communication skills reflected in:
    - positive outcomes from negotiations with vendors regarding technical matters;
    - development and carriage of ICT based policies and procedures;
    - preparations of higher level reports, papers and proposals for ICT management and senior executives; and
    - provides leadership to peers and subordinates in regular and clear communication to clients;

- Demonstrates a clear understanding of whole of government strategies and initiatives and works proactively with agency ICT management to develop systems and solutions that may derive from the implementation of whole of government applications; and
- Has achieved technical certification across a number of specialist disciplines.

ICT 4

Band 7 classification standards and salaries.

Manager / Specialist

Band 8 classification standards and salaries.

High-level specialist

Band 9 classification standards and salaries.

High-level specialist

Band 10 classification standards and salaries.

ICT 1 - Technician
Salary Progression Table

The following table demonstrates the salary progression of employees to be employed as ICT 1 - Technician

A&C Classification Level	Salary 1/12/07	Annual & Structural Adjustment Increase 27/11/08 (3.5% + 0.5%) (ffpp)	Translation to the Band Structure (05/03/09)	Structural Adjustment Increase 5/03/09 (ffpp)	Annual Increase 26/11/09 (ffpp)	Annual Increase 25/11/10 (ffpp)	Structural Adjustment Increase 3/03/11 (ffpp)
A&C 3-2	$39,729	$41,318	**B2-R1-1**	$41,938	$43,406	$44,925	$45,823
A&C 3-4	$41,378	$43,033	**B2-R1-3**	$43,679	$45,207	$46,790	$47,725
			B2-R1-5	$45,740	$47,341	$48,998	$49,978
A&C 4-2	$44,938	$46,736	**B3-R1-1**	$47,437	$49,097	$50,815	$51,832
A&C 4-5	$47,675	$49,582	**B3-R1-4**	$50,326	$52,087	$53,910	$54,988
A&C 5-3	$51,358	$53,412	**B4-R1-2**	$54,214	$56,111	$58,075	$59,236
			B4-R2-1 (after satisfying AAP criteria)	$57,114	$59,113	$61,182	$62,406
				$58,079	$60,112	$62,216	$63,460
				$59,589	$61,675	$63,833	$65,110
				$61,582	$63,737	$65,968	$67,288

ICT TRAINEE

The following table demonstrates translation of Information and Technology Communication (ICT) Trainees employees previously covered by the Tasmanian State Service National Training Wage Award (NTWA), as at 27 November 2008.

A	B	C	D	E	F	G	H	I
Classification Level (TSSNTWA)	Band Structure Reference	Salary 1/12/07	Annual & Structural Adjustment Increase 27/11/08 (3.5% + 0.5%) (ffpp)	Salary Jan-09	Salaries from 5/03/09 (ffpp)	Annual Increase 3.5% 26/11/09 (ffpp)	Annual Increase 3.5% 25/11/10 (ffpp)	Structural Adjustment Increase 2% 3/03/11 (ffpp)
Year 10 School Leaver	B1-R1-1	$11,596	$12,060	$14,656	$26,000	$26,910	$27,852	$28,409
Year 10 plus 1 Year Year 11 School Leaver	B1-R1-2	$14,092	$14,656	$17,630	$27,086	$28,034	$29,015	$29,596
Year 10 plus 2 years Year 11 plus 1 year Year 12 School Leaver	B1-R1-3	$16,952	$17,630	$20,388	$28,174	$29,160	$30,181	$30,784
Year 10 plus 3 years Year 11 plus 2 years Year 12 plus 1 year	B1-R2-1	$19,604	$20,388	$23,633	$29,259	$30,283	$31,343	$31,970
Year 10 plus 4 years Year 11 plus 3 years Year 12 plus 2 year		$22,724	$23,633	$27,148				
Year 10 plus 5 years Year 11 plus 4 years Year 12 plus 3 year	B1-R2-3	$26,104	$27,148	$27,148	$31,565	$32,670	$33,813	$34,489
	B1-R2-4				$32,386	$33,520	$34,693	$35,387

1. This table incorporates the "No Disadvantage" provisions of the Tasmanian State Service Award (TSSA), hence the increases payable from 1 January 2009 under NTWA, are shown in Column E.
2. The nominal base rate is "Year 12 School Leaver", B1-R1-3, which provides the salary for most IT Trainees undertaking Certificate 3.
3. The next most common applicable salary rate is B1-R2-1 for IT Trainees undertaking Certificate 4.
4. For Adult Trainees undertaking Certificate 3 the salary rate is provided by B1-R2-3.
5. The salary rate for Adult Trainees undertaking Certificate 4 is as shown at B1-R2-4.
6. The salary on completion of Certificate 4 is the normal non-training rate for B1-R2-3.

APPENDIX 11 - SCHOOL ADMINISTRATIVE STAFF TSSA TRANSLATION

This appendix details the classification translation structure that applies to school administrative staff effective from 5 March 2009. These arrangements result from the review process as outlined in Appendix 1, Clause 2 regarding Targeted Occupational Groups, specifically School Support Staff, (Executive Officers and Administrative Assistants) Department of Education. These arrangements derive from negotiations and agreement with the Community and Public Sector Union (State Public Services Federation Tasmania) Inc.

Five generic Statements of Duties (SoDs) have been developed and approved for School Administrative staff and reflect the work value of the classification of duties assigned to schools and the classification standards in the award.

Classification translation for School Executive Officers (SEOs) is in accordance with the classification of duties assigned to schools, as per Table 2.0 below.

Classification translations for other School Administrative Staff are in accordance with the classification of duties assigned to schools, as per Table 1.0 below.

The classification of duties assigned to schools is based on the different levels of skills and responsibilities required for the duties that are performed. The classifications reflect the Department of Education's assessment of the administrative work required to be performed in schools at the time of translation.

The assessment of duties has taken into account the number of school enrolments, location, number and type of administrative support staff, type of school and any other specific business activities a particular school may undertake. This approach is a significant departure from the previous classification arrangements, (based on school enrolments only) and reflects a holistic assessment of the duties required to be performed.

Table 1.0

Classification Under Previous Award	Allocated Statement of Duties and Classification
Admin & Clerical Award Level 2 (Band 1)	School Clerk (Band 2)
Admin & Clerical Award Level 3 (Band 2)	School Clerk (Band 2)
Admin & Clerical Award Level 4 (Band 3)	School Administrative Officer (Band 3)

Table 2.0

SEO 3 (Band 6)	
New Norfolk High School	Brooks High School
Sheffield School	Summerdale Primary School
Lauderdale Primary School	Taroona High School
Kings Meadows High School	Reece High School
Clarence High School	Prospect High School
Port Dalrymple School	Sorell School
Devonport High School	Queechy High School
Nixon Street Primary School	New Town High School
St Helens District High School	Riverside High School
Ulverstone High School	Ogilvie High School
Rosetta High School	Claremont College
Riverside Primary School	Rosny College
Brighton Primary School	Elizabeth College
Rose Bay High School	Launceston College
Kingston High School	Howrah Primary School
Burnie High School	

SEO 2 (Band 5)	
Hazelwood	Illawarra Primary School
Winnaleah District High School	New Norfolk Primary School
Rosebery District High School	Cressy District High School
Geeveston District High School	Lindisfarne North Primary School
Campania District High School	Smithton High School
Richmond Primary School	Glenorchy Primary School
South Hobart Primary School	Bridgewater High School
Warrane Primary School	Claremont High School
Distance Education	Lansdowne Crescent Primary School
Triabunna District High School	Oatlands District High School
Risdon Vale Primary School	Ravenswood Heights Primary School
Mt Faulkner Primary School	West Launceston Primary School
Glenora District High School	Cambridge Primary School
Rokeby High School	Devonport Primary School
Waimea Heights Primary School	East Devonport Primary School
King Island District High School	Deloraine Primary School
Snug Primary School	New Town Primary School
Moonah Primary School	Rosetta Primary School
Woodbridge School	Blackmans Bay Primary School
Campbell Street Primary School	Youngtown Primary School
Cygnet Primary School	Mount Stuart Primary School
Gagebrook Primary School	Yolla District High School
West Ulverstone Primary School	Princes Street Primary School
South George Town Primary School	Mountain Heights School
Abbotsfield Primary School	Smithton Primary School
Mayfield Primary School	Penguin Primary School
Herdsmans Cove Primary School	Burnie Primary School
Campbell Town District High School	St Marys District High School
Miandetta Primary School	Claremont Primary School
Perth Primary School	Scottsdale Primary School
Cosgrove High School	Exeter High School
Tasman District School	Wynyard High School
Rokeby Primary School	Dodges Ferry Primary School
Beaconsfield Primary School	Trevallyn Primary School
Latrobe Primary School	East Derwent Primary School
Invermay Primary School	Scottsdale High School
Montello Primary School	Latrobe High School
Geilston Bay High School	Kingston Primary School
Hillcrest Primary School	Table Cape Primary School
Springfield Gardens Primary School	Ulverstone Primary School
Bowen Road Primary School	Margate Primary School
St Leonards Primary School	Spreyton Primary School
Montagu Bay Primary School	Mowbray Heights Primary School
Lindisfarne Primary School	Lilydale District School
Penguin High School	Huonville High School
Deloraine High School	Hagley Farm Primary School
Glen Dhu Primary School	Lenah Valley Primary School
Wesley Vale Primary School	Huonville Primary School
Longford Primary School	Norwood Primary School
Punchbowl Primary School	Parklands High School
Taroona Primary School	Exeter Primary School
Bellerive Primary School	East Launceston Primary School
Fairview Primary School	Waverley Primary School

SEO 1 (Band 4)	
Timsbury School of Special Education NW – D'port School of Special Education NW – Burnie Early Childhood Intervention Serv – D'port Early Childhood Intervention Serv – Burnie Early Childhood Intervention Serv – L'ton Early Childhood Intervention Serv - Hobart Ashley Cape Barren Island School Waratah Primary School Levendale Primary School Maydena Primary School Redpa Primary School Branxholm Primary School Avoca Primary School Kempton Primary School Wilmot Primary School Natone Primary School Bruny Island District School Stanley Primary School Collinsvale Primary School Sassafras Primary School Edith Creek Primary School Ringarooma Primary School Strahan Primary School Northern Support School Bracknell Primary School Fingal Primary School Meander Primary School Mole Creek Primary School Westerway Primary School Ouse District High School Moriarty Primary School Zeehan Primary School Swansea Primary School Sprent Primary School Orford Primary School	Bothwell District High School Bicheno Primary School Flinders Island District High School Railton Primary School Clarendon Vale Primary School Goodwood Primary School South Arm Primary School Havenview Primary School Dunalley High School Cooee Primary School Glen Huon Primary School Riana Primary School Molesworth Primary School Forest Primary School Brent Street Primary School Dover District High School Bagdad Primary School Franklin Primary School West Somerset Primary School Mount Nelson Primary School Roseneath Primary School Bridport Primary School Forth Primary School Westbury Primary School Ridgley Primary School Evandale Primary School Somerset Primary School Rocherlea Primary School Goulburn Street Primary School Brooklyn Primary School Albuera Street Primary School East Ulverstone Primary School Boat Harbour Primary School Acton School Upper Burnie Primary School Sandy Bay Infant School

Translation Arrangements

1. Translation from the previous award to the classification band shown in the above tables occurs with effect on 5 March 2009.

2. Due to the complexity and size of colleges, College Administrative Managers in Colleges are translated to Band 6 Range 2 with effect on 5 March 2009.

3. SEOs in high schools with Full Time Enrolments (FTE) greater than 650 and where the SEO has 4 or more years experience at Admin and Clerical Level 7, or higher, as at 5 March 2009 and has been assessed as meeting or exceeding the performance and development requirements at their most recent performance assessment, are translated to Band 6 Range 2 with effect from the first full pay period on or after 5 March 2009.

Review Provisions

Individual employee duties are classified according to the classification standards of this Award and the duties required to be undertaken. The parties to the award agree the translation arrangements of this Appendix reflect the work value of the duties as at the date of translation. The Review Process of Appendix 1 of this Award has been accommodated by the assessment of the duties required to be performed, the assignment of classifications and the translation arrangements of this Appendix. The Review Process of Appendix 1 will not apply to this Targeted Occupational Group as a result of the negotiated settlement that has been reached by the parties.

Individual employees' rights for a review of classification have effect for changes in duties and responsibilities that occur after the effective date of the translation, i.e. after 5 March 2009.

APPENDIX 12 - TRANSPORT INSPECTORS - DEPARTMENT OF INFRASTRUCTURE, ENERGY AND RESOURCES

All Transport Inspectors are currently classified at Band 4 of this award. This Appendix provides Transport Inspectors an opportunity of progression to Band 5.

Progression from Band 4 to Band 5 by a Transport Inspector is through the demonstration of competence and effective performance as assessed by way of the Agency's performance management process and completed Certificate IV in Government (Road Transport Compliance).

This is a voluntary process with no requirement for any Transport Inspector to undertake the formal qualification, Certificate IV in Government (Road Transport Compliance).

Salary progression through the levels of each Band is based on demonstrated competence and effective performance as assessed by way of the Agency's performance management l process.

A Transport Inspector in Band 4 may apply at any time to progress to Band 5 having completed Certificate IV in Government (Road Transport Compliance) and having served a minimum of six months as a Transport Inspector.

Appointment of new Transport Inspectors is to be at Band 4, B4-R2-1. However subject to qualifications, skills and experience held by the appointee a higher level of salary may be appropriate up to and including Band 4, B4-R2-4.

Provided in circumstances where a Transport Inspector has obtained a relevant Diploma or Advanced Diploma encompassing competencies equating to Certificate IV in Government (Road Transport Compliance) it is deemed an equivalent qualification for the purposes of advancement as prescribed by this Appendix.

APPENDIX 13 - INLAND FISHERIES SERVICE

The provisions of the Tasmanian State Service Award apply to employees who are engaged by the Inland Fisheries Service (IFS) except as otherwise specified by the compensatory allowance specified by this
Appendix

Inland Fisheries Service Compensatory Allowance

Compensatory Allowance of 10%

The employer retains the right to determine whether an employee shall be entitled to receive, or continue to receive, the Compensatory Allowance. In the event that the payment of the Compensatory Allowance to an employee is to cease, the employer shall provide the employee with notice in writing three months prior to the Compensatory Allowance ceasing to be paid.

Except where otherwise provided, the following clauses contained in the Tasmanian State Service Award are not to apply to employees who are in receipt of this allowance:

Part IV, Clause 5	First Aid Allowance
Part IV, Clause 7	Coxswains Allowance
Part VI and VII, Clause 3	Overtime
Part VI, Clause 5 and Part VII, Clause 4	Availability and Recall Allowance
Part VII, Clause 1	Saturday, Sunday and Holiday Work

Subject to the conditions above, a Compensatory Allowance equivalent to 10% of an employee's normal salary rate is to be paid to Inland Fisheries staff in recognition and in lieu of the following:

- Payments for 100 hours per annum of authorised overtime performed between the period of 7am to 7pm Monday to Friday, excluding public holidays.
- Overtime payments for work performed between the period of 7am to 7pm on 6 weekend days (ie Saturdays or Sundays) per annum.

The overtime figure of 100 hours per annum is an estimate only with no minimum figure set and no additional overtime payment for any hours in excess of that figure worked between the period of 7am to 7pm, Monday to Friday.

In addition, employees are to be granted time off in lieu (TOIL) for time worked on any of the 6 weekend days on a time for time basis, provided that TOIL is granted only for time worked between the period 7am to 7pm, and does not exceed normal daily hours (ie 7 hours 21 minutes) on any weekend day. TOIL is to be taken at a time to be determined by management following consultation with the employee.

Authorised overtime performed in the following situations will be paid in accordance with the Tasmanian State Service Award:

- ***outside the period 7am to 7pm, Monday to Friday***
- ***outside the period 7am to 7pm on a weekend day***
- ***on a weekend day in excess of the 6 weekend days per annum***
- ***on a public holiday observed between Monday to Friday***

Where an employee works less than 6 weekend days over the course of the year, due to the absence of the employee on authorised leave, no adjustment will be made to the payment of the compensatory allowance.

The Inland Fisheries Service is to maintain an appropriate recording and monitoring system, including a dedicated timesheet, for capturing and processing all ordinary and out of hours work details. All staff will be required to complete and return timesheets for deposit with their Supervisors on a fortnightly basis.

An employee required to be absent from his/her place of residence overnight may have reasonable private use of an IFS vehicle during that absence. For the purpose of this provision "reasonable private use" means a distance that should not be more than 50km one way from the overnight location.

Compensatory Allowance of 20%

The employer retains the right to determine whether an employee shall be entitled to receive, or continue to receive, the Compensatory Allowance. In the event that the payment of the Compensatory Allowance to an employee is to cease, the employer shall provide the employee with notice in writing three months prior to the Compensatory Allowance ceasing to be paid.

Except where otherwise provided by this Agreement, the following clauses contained in the Tasmanian State Service Award are not to apply to employees who are in receipt of the allowance contained in this Agreement:

Part IV, Clause 5	First Aid Allowance
Part IV, Clause 7	Coxswains Allowance
Part VI and VII, Clause 3	Overtime
Part VI, Clause 5 and Part VII, Clause 4	Availability and Recall Allowance
Part VII, Clause 1	Saturday, Sunday and Holiday Work

Subject to the conditions above, a Compensatory Allowance equivalent to 20% of an employee's normal salary rate is to be paid to Inland Fisheries staff in recognition and in lieu of the following:

- Overtime or penalty payments for work performed on 24 weekend days (Saturdays or Sundays) per annum.
- Overtime or penalty payments for work performed on 5 public holidays per annum.
- Overtime or penalty payments for 200 hours of authorised overtime per annum.
- Afternoon and Night Shift Allowance
- First Aid Allowance
- Coxswains Allowance
- Availability and Recall Allowance and
- Undertaking two [2] night time activities each fortnight

The night activity figure is an estimate and may be varied over a given period, by mutual consent. The night work to be carried out includes attendance at public meetings, compliance and assistance with research and management duties.

The overtime figure of 200 hours per annum is an estimate only with no minimum figure set and no additional overtime payment for any hours in excess of that figure.

The figures of 24 weekend days and 5 public holidays per annum are estimates only. Where an employee is required to work more than the estimates due to the exigencies of the IFS, no additional payment will be made.

In addition, employees are to be granted time off in lieu (TOIL) for time worked on any of the 24 weekend days and 5 public holidays on a time for time basis provided that the TOIL granted does not exceed normal daily hours (ie 7 hours 21 minutes). TOIL is to be taken at a time to be determined by management following consultation with the employee.

Where an employee works less than 24 weekend days or 5 public holidays over the course of the year, due to the absence of the employee on authorised leave, no adjustment will be made to the payment of the Compensatory Allowance.

The Inland Fisheries Service is to maintain an appropriate recording and monitoring system, including a dedicated timesheet, for capturing and processing all ordinary and out of hours work details. All staff will be required to complete and return timesheets for deposit with their Supervisors on a fortnightly basis.

An employee required to be absent from his/her place of residence overnight may have reasonable private use of an IFS vehicle during that absence. For the purpose of this provision “reasonable private use” means a distance that should not be more than 50km one way from the overnight location.

Five additional days of Recreation Leave will be provided for Inland Fisheries Staff on this 20% loading working a total of 20 weekend days (Saturdays/Sundays). Entitlement to additional Recreation Leave will be confirmed by timesheets. The Inland Fisheries Service will provide the Human Resources Management Branch with the details of those employees eligible to receive the entitlement in September of each year.

Compensatory Allowance of 28%

The employer retains the right to determine whether an employee shall be entitled to receive, or continue to receive, the Compensatory Allowance. In the event that the payment of the Compensatory Allowance to an employee is to cease, the employer shall provide the employee with notice in writing three months prior to the Compensatory Allowance ceasing to be paid.

Except where otherwise provided by this Agreement, the following clauses contained in the General Conditions of Employment Award are not to apply to employees who are in receipt of the allowance contained in this Agreement:

Part IV, Clause 5	First Aid Allowance
Part IV, Clause 7	Coxswains Allowance
Part VI and VII, Clause 3	Overtime
Part VI, Clause 5 and Part VII, Clause 4	Availability and Recall Allowance
Part VII, Clause 1	Saturday, Sunday and Holiday Work

Subject to the conditions above, a Compensatory Allowance equivalent to 28% of an employee's normal salary rate is to be paid to Inland Fisheries staff in recognition and in lieu of the following:

- Overtime or penalty payments for work performed on 46 weekend days (Saturdays or Sundays) per annum.
- Overtime or penalty payments for work performed on 5 public holidays per annum.
- Overtime or penalty payments for 200 hours of authorised overtime per annum.
- Afternoon and Night Allowance
- First Aid Allowance
- Coxswains Allowance
- Availability and Recall Allowance
- Undertaking two [2] night time activities each fortnight

The night activity figure is an estimate and may be varied over a given period, by mutual consent. The night activities to be carried out include attendance at public meetings, compliance and assistance with research and management duties.

The overtime figure of 200 hours per annum is an estimate only with no minimum figure set and no additional overtime payment for any hours in excess of that figure.
The figures of 46 weekend days and 5 public holidays per annum are estimates only. Where an employee is required to work more than the estimates due to the exigencies of the IFS, no additional payment will be made.

In addition, employees are to be granted time off in lieu (TOIL) for time worked on any of the 46 weekend days and 5 public holidays on a time for time basis provided that the TOIL granted does not exceed normal daily hours (i.e., 7 hours 21 minutes). TOIL is to be taken at a time to be determined by management following consultation with the employee.

Where an employee works less than 46 weekend days or 5 public holidays over the course of the year, due to the absence of the employee on authorised leave, no adjustment will be made to the payment of the Compensatory Allowance.
In addition, employees are to be granted time off in lieu (TOIL) for time worked on any of the 24 weekend days and 5 public holidays on a time for time basis provided that the TOIL granted does not exceed normal daily hours (ie 7 hours 21 minutes). TOIL is to be taken at a time to be determined by management following consultation with the employee.

Where an employee works less than 46 weekend days or 5 public holidays over the course of the year, due to the absence of the employee on authorised leave, no adjustment will be made to the payment of the Compensatory Allowance.

The Inland Fisheries Service will develop and implement an appropriate recording and monitoring system, including a dedicated timesheet, for capturing and processing all ordinary and out of hours work details. All staff will be required to complete and return timesheets for deposit with their Supervisors on a fortnightly basis.

An employee required to be absent from his/her place of residence overnight may have reasonable private use of an IFS vehicle during that absence. For the purpose of this provision “reasonable private use” means a distance that should not be more than 50km one way from the overnight location.

Five additional days of Recreation Leave will be provided for Inland Fisheries Service Staff on this 28% loading working a total of 20 weekend days (Saturdays/Sundays). Entitlement to additional Recreation Leave will be confirmed by timesheets. The Inland Fisheries Service will provide the Human Resources Management Branch with the details of those employees eligible to receive the entitlement in September of each year.