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TRANSCRIPT OF PROCEEDINGS

O/N 1607

TASMANIAN INDUSTRIAL COMMISSION

COMMISSIONER J.P. McALPINE

T No 11921 of 2005

PRINTING AUTHORITY OF TASMANIA AWARD

**Application pursuant to the provisions of
section 23(2)(b) of the Industrial Relations Act 1984
by the Automotive, Food, Metals, Engineering,
Printing and Kindred Industries Union to vary the
above award re various clauses**

HOBART

10.30 AM, WEDNESDAY, 23 FEBRUARY 2005

**This transcript was prepared from tapes recorded
by the Tasmanian Industrial Commission**

HEARING COMMENCED

[10.30am]

PN1

MR D. HANISCH: I represent the interests of the Australian Manufacturing Workers Union. I would like to put my apologies in for turning up late here today. I was dealing with some other needy issues, so I hope the Commission can accept my apology.

PN2

THE COMMISSIONER: Okay.

PN3

MR R. MILLER: I appear on behalf the Community and Public Sector Union (State Public Services Federation Tasmania) Inc.

PN4

MR T. MORLEY: I appear for the Printing Authority of Tasmania.

PN5

MR G. DUFFIELD: I am the CEO of the Printing Authority of Tasmania.

PN6

THE COMMISSIONER: Thank you. Okay, gentlemen, who is going to kick off? You?

PN7

MR HANISCH: It looks like it, Commissioner. If the Commission pleases, my understanding is - I must admit I have sort of been given this certification as Anne Urquhart is interstate as we speak. I am not fully up to speed with where we are at with this particular application. What I understand is - and correct me if I am wrong if you can, please - that it is a consent award. We are all agreeable on the terms and conditions, and I believe there are some issues that need to be highlighted as changes as a part of this process. And on that basis, I will hand over to someone else to highlight what changes they were, if I may.

PN8

THE COMMISSIONER: Anyone game to take it on?

PN9

MR MILLER: It looks like I have got the short straw. We are dealing with the review of the award, sir.

PN10

THE COMMISSIONER: Yes.

PN11

MR MILLER: I believe that the Printing Authority of Tasmania have forwarded to you a copy of that award, or the proposed award. There are some small changes to be made to it which have been agreed by the parties. We apologise for the late notice of this, but they were late to be picked up to be quite honest. I have a clean-skin copy which I can hand up to the bench - - -

PN12

THE COMMISSIONER: That would be helpful, yes.

PN13

MR MILLER: - - - of the award, the proposed award. The parties have copies of the proposed amendments to the document.

PN14

THE COMMISSIONER: Sorry. Does that contain the new ones?

PN15

MR MILLER: It contains the totality of the changes.

PN16

THE COMMISSIONER: Excellent.

PN17

MR MILLER: It is a clean-skin copy of everything.

PN18

THE COMMISSIONER: Thank you.

PN19

MR MILLER: The parties have copies of the proposed changes to the document, and they are contained, sir - they are contained on page 3 of the proposed award. The change is the inclusion of the definition of "partner" - - -

PN20

THE COMMISSIONER: Yes.

PN21

MR MILLER: - - - which is the - it is agreed that the change incorporates the meanings and definitions as contained in the relationship at 2003. The parties have been over that matter and have agreed that those definitions and explanations contained in that Act are those which for all purposes will be used in regard to this award.

PN22

THE COMMISSIONER: Okay.

PN23

MR MILLER: The other change, sir, is regarding - sorry, I beg your pardon, page 47. It is to do with bereavement leave and matters flowing from bereavement leave an ability to - if my memory serves me correctly - as to when a person is on annual leave or other forms of leave and they suffer a bereavement during that period of time, their bereavement leave will be granted over and above any leave that the individual may be on.

PN24

THE COMMISSIONER: Okay. So the paragraph, "Bereavement leave will not be granted if the employee is already on other approved leave" comes out.

PN25

MR MILLER: No. It doesn't come out, sir. It is changed.

PN26

THE COMMISSIONER: It says come out in mine.

PN27

MR MILLER: I beg your pardon. My apologies, those words come out. I do apologise, sir. That concludes the changes to the proposed award.

PN28

THE COMMISSIONER: Yes.

PN29

MR MILLER: The parties are agreed on those changes. I don't believe they do any damage to the employees or to the Printing Authority, agreed matter.

PN30

THE COMMISSIONER: Okay.

PN31

MR MILLER: Those are the only issues that I wish to bring to your attention, sir, regarding the proposed award. And I believe that my colleagues on my left are in accordance with that.

PN32

THE COMMISSIONER: All right. That is good. Thank you. Well, I have got a couple of questions. No, you may well sit because this is going to take a long time.

PN33

MR MILLER: Again?

PN34

THE COMMISSIONER: It is called retribution of justice, I think.

PN35

MR MILLER: Retribution? I thought that was for me to do. Oh, justice.

PN36

THE COMMISSIONER: Nemesis. Right. Now, I have gone through this, obviously. I have checked the original against the original proposed - excluding those two amendments that you have made, and I just need some clarity. So I will go through - well, I will ask and if you are able to answer, give them well.

PN37

The definitions - you have removed "afternoon shift" etcetera, etcetera, but I see that you have actually included them in further definitions along the way. Comfortable with that? That is 7(a), 7(b). In the salaries section 8(a), removed level 7 and added specific requirements, which is excellent. 8(b), production stream, removed levels 5 to 15 because they are incorporated elsewhere, added operators level 1 to 4, changed the rates upwards, good.

PN38

Consultation and communications, no change. Support wage system, no change. Dispute procedures, no change, you have just changed the location.

Permanent wages, no change. Payslips, no change. First aid allowance etcetera, no change. Hire duties, some significant - some changes and the significance needs to be explained. If we could go to your new 15, you may well want to explain it to me. So that is paragraph 15.

PN39

MR MILLER: It is section 15 isn't it?

PN40

THE COMMISSIONER: Section 15? I have got the original here. It was 13 in the original. In the original, there is quite a number of different conditions, whereas in the new section it is quite concise. So your members are quite happy with that? There is no problems with that?

PN41

MR MILLER: No, sir. Really, it is a condensation I think of what has been in the past. You will see that there is no indication of more responsible duties allowances. They are incorporated into the award is the theory, I suppose, of multi-skilling through 8, and cross-skilling of various tradespersons - printers throughout the whole authority. And during the course of putting together the various - I like to say trades, but career paths as it were, then it just became almost superfluous to a large degree.

PN42

THE COMMISSIONER: Yes. I am quite happy with that, no problems at all. Okay. And we have removed the more responsibility allowance. Flexible working hours has been rewritten, that is 17. Can you explain that to me? Yes, number 17, item 17. It is flexible working hours. They have been changed somewhat.

PN43

MR MILLER: There was an issue which the unions thought to be fairly significant in that the old award permitted and allowed people to work beyond five hours without any meal break whatsoever.

PN44

THE COMMISSIONER: Yes.

PN45

MR MILLER: And in fact the wording of the old award would permit someone to do up to 12 or 15 hours a day without any break whatsoever. And by negotiation with the Printing Authority of Tasmania - and I think it is fair to say there is some opposition because of inbuilt acceptance by employees that it suited them to some degree to work straight through, rather than having a meal break, but obviously that was an anathema to unions and indeed I believe that the Printing Authority saw that view, especially on OH and S grounds as well.

PN46

THE COMMISSIONER: Most certainly.

PN47

MR MILLER: And that has been incorporated to ensure that people do get appropriate meal breaks for health safety reasons and the process of change and

the ability to react to the nuances of the business - if there is a big run-on, or parliament decides that they are going to sit late or early, to give a service to the customer and to ensure that the staff are appropriately recompensed by way of TOIL or flex time or whatever the case may be to ensure that outputs are the focus.

PN48

THE COMMISSIONER: Yes. Sure. No problem, that is good. Thank you. The next one is posting of work hours, 18. No - I am sorry, that was deleted. Okay. So was there an issue with the posting of the work hours? That was the old 18.

PN49

MR MILLER: I am not so au fait with that. That is more in the area that Mr Morley can explain to you.

PN50

THE COMMISSIONER: But it was just basically that they were displayed. You don't bother any more.

PN51

MR MILLER: No. That is right.

PN52

THE COMMISSIONER: Everybody has got a watch. Okay. Call backs. Just changed the definition slightly. Overtime, minor changes. That was 20 and is now 19. Could we just look at that? Just minor changes to that one, can you explain them?

PN53

MR MORLEY: If I may, Commissioner.

PN54

THE COMMISSIONER: Yes.

PN55

MR MORLEY: There was an upper limit where if someone who was on a certain salary, on or above - they didn't get overtime pay, or they got it at a lower level. We took that out. It was just not ever used.

PN56

THE COMMISSIONER: Okay.

PN57

MR MORLEY: So we rescinded that.

PN58

THE COMMISSIONER: Okay. All right. Now, shift work. Can you explain the changes there, please? That was 21; is now 20.

PN59

MR MORLEY: Again, Commissioner, we just added a morning shift clause.

PN60

THE COMMISSIONER: Okay,

PN61

MR MORLEY: There wasn't one in the previous award so we just defined what a morning shift was.

PN62

THE COMMISSIONER: Okay. On contract employees it was 22, it was deleted and replaced by 21. That is fine. The casual increases followed everyone else in going to 25 per cent. That is good. I see termination of employees - they replace 22 - they escape the additional scale of notice period which is really very sensible, although I don't suppose you would have many cases of that, but at least you have got it down. That is good. Again, with the
- - -

PN63

MR MILLER: If I may rise to speak to that. It is important that that matter has been included, and by mutual agreement has been supported by all parties. There is the possibility - I think it is better, so I am not talking out of turn.

PN64

MR DUFFIELD: I know what you are going to say, and you are not speaking out of turn.

PN65

MR MILLER: There is the possibility with a proposed move of the area of the workplace to another one, which - - -

PN66

THE COMMISSIONER: A different site?

PN67

MR MILLER: A different site, and I don't think that is public knowledge at the moment but it probably will be shortly. However, it is not at the moment. There is going to be a move to a different site. That site has considerable savings for the employer by work process. At the moment you recall that the Printing Authority of Tasmania is situated on various floors. The lifts are very old, and to start the process unfortunately you have to do it all back to front. You have to take the paper up to the top, and then it is fed down and then it comes out the bottom as the finished article.

PN68

THE COMMISSIONER: Yes.

PN69

MR MILLER: The new site will allow a clearer flow of work and that may - it may result in a reduction in the workforce required because of those savings of process.

PN70

THE COMMISSIONER: Yes.

PN71

MR MILLER: There have been discussions, albeit informal, in advance of any possible terminations or redundancies which may or may not come about that have been at this stage quite amiable.

PN72

THE COMMISSIONER: Yes.

PN73

MR MILLER: And I am not going to say that there will be any kind of terminations but it is a possibility and we are working through a process to ensure that those people who may want to go and those people who may want to stay, but their positions have been targeted, may be able to swap over, as it were, because of - again, of these skill sets of people who through the process are being multi-skilled. So there may be instances whereby we can come to a reasonable agreement to allow those who wish to go, may go, and those who wish to stay may be relocated, as it were.

PN74

THE COMMISSIONER: Excellent. Okay. That does bring us on to 22 which is the additional - sorry, 24 on the redundancy, where you were actually going to offer \$6300 up front. Won't you be killed in the rush?

PN75

MR MORLEY: No. If I can answer that. No, we haven't been.

PN76

THE COMMISSIONER: I mean, that would take two - - -

PN77

MR MORLEY: The previous - that used to be in the agreement, the previous agreement. We have now put it into the award.

PN78

THE COMMISSIONER: Yes.

PN79

MR MORLEY: And it was based on the State Service 15 years ago, where there was an incentive payment of \$5000.

PN80

THE COMMISSIONER: Yes.

PN81

MR MORLEY: It was negotiated that we would increase that by a thousand by the CPI from when it come in, hence the 6300.

PN82

THE COMMISSIONER: That is fine. You guys are happy with that?

PN83

MR HANISCH: Yes. It is fair to say, Commissioner, that there are other employers throughout the State that still have those provisions in some agreements. One of them may be the Metro transport service who was

privatised - well, if you want to call it privatised, half and half I guess, if you want to put it that way. So look, it is a provision that seems to be out there in some places because of the State Service and the way it used to work a number of years ago.

PN84

THE COMMISSIONER: Okay. Mr Miller?

PN85

MR MILLER: I reiterate, sir, that what is commonly called ERP, the Employment Rationalisation Program, the last one was number 5, I think it is. ERP 5 is basically - has the same basis as what is being proposed except for the fact that the incentive has gone up somewhat, and my understanding is that the basis of ERP 5 will be the basis - apart from the change there to the anathema - an ERP 5 is still the basis on which Government offer to employees who may be made redundant is - ERP 5 is still the basis of the redundancy offer. Not that there are too many in the State Service these days.

PN86

THE COMMISSIONER: No.

PN87

MR MILLER: Certainly it is the Government's view that people will not be made redundant but they will be relocated, and that has been their - and the union's - view for the last - ERP 5 came out in about - I can't remember, so long ago.

PN88

THE COMMISSIONER: Okay. No, that is fine. Thank you. Item 27 - the old item 27 Competency Based Career Structure has been deleted. Is there a reason for that?

PN89

MR MORLEY: From memory it didn't make sense.

PN90

THE COMMISSIONER: It didn't make sense. Fair enough.

PN91

MR MORLEY: The union, AMWU etcetera said to us, "What does it mean?" We don't know, can we - we will delete it.

PN92

THE COMMISSIONER: And it is superfluous. Excellent.

PN93

MR MORLEY: And it is covered by the new structure of the classification standards.

PN94

THE COMMISSIONER: Yes. Excellent. Very good. The annual leave, if I could just - 28 was replaced by 26. Can we just talk through the differences there?

PN95

MR MORLEY: Again, if I can answer that. There are no changes to what it previously was, but there were a couple of pages where previously it explained how if someone left the pro rata leave was calculated - a formula for it.

PN96

THE COMMISSIONER: Yes.

PN97

MR MORLEY: We thought, well, that is not necessary. We will just put "they shall accrue it" - accrue 152 hours per year, which is four weeks, and for part years they will accrue it according to that. So when they leave, they get paid out their accrued annual leave on a pro rata basis, without going through the explanation of how we calculated it.

PN98

THE COMMISSIONER: Yes. Okay. Well, can you explain - while you are on your feet - annual leave loading has been deleted.

PN99

MR MORLEY: Annual leave loading was deleted by our first agreement of 1996 I think from memory.

PN100

THE COMMISSIONER: So you are just cleaning it up?

PN101

MR MORLEY: Just cleaning it up, yes.

PN102

THE COMMISSIONER: Okay. Thank you. Sick leave, 34 was replaced by 31.

PN103

MR MORLEY: Again, if I may, in the first agreement of 1996 a new provision of sick leave, a "no debit, no credit" scheme was used. It has been used ever since with no problems whatsoever, so all we have done it put it into the award.

PN104

THE COMMISSIONER: Excellent. That is good, thank you.

PN105

MR MILLER: I would just like it to go on the transcript, sir, for future reference, that the "no credit, no debit" system that has been implemented here in this organisation has, as you have just heard, been very successful, and it is a great shame that the proposal under the State Services Wages Agreement for "no credit, no debit" elsewhere within the State Service has not yet been picked up apart from one or two small places. I just make that remark from an industrialist's viewpoint.

PN106

THE COMMISSIONER: Thank you. I tend to agree with you. Added section 37, Union Training.

PN107

MR MORLEY: Again if I may, that was contained in the previous agreement.

PN108

THE COMMISSIONER: Is was?

PN109

MR MORLEY: We have just transferred it from the agreement into the award.

PN110

THE COMMISSIONER: Okay. All right. Public holidays, the nomenclature has been changed to statutory. That is fine. Partners is added, we have spoken about that. Is there any reason from your point of view why we have moved definitions from the front where they normally are, and peppered them throughout?

PN111

MR MORLEY: Again, that came from the then union - I am not sure who is the official title of the State secretary - his suggestion that it was the trend now to put definitions into the clauses where they refer to, and only put general definitions that cover more than one section in the front.

PN112

THE COMMISSIONER: I have no problems with it. But can I just say, this is exceptionally well laid out. I mean, you gentlemen - all of you have obviously done a huge amount of work. And I think the changes that you have suggested are all incredibly sensible and it makes it much easier to read and much easier to file through. I think you have all done an exceptional job and I very happy to approve those changes to it. So with that, I think you gentlemen want some time to have a bit of a chat do you, before we go on to the next one?

PN113

MR HANISCH: If I may, Commissioner. I would just like to say that I am not prepared to take the credit for doing any work on this particular document. I will leave that with Anne Urquhart and the people sitting here beside me. I think the whole purpose of rewriting this award and condensing it was to reflect the terms and conditions that are current in the workplace. From what I understand, it has been a process that has taken some time.

PN114

THE COMMISSIONER: Yes.

PN115

MR HANISCH: And I think we are all here today, and happy to be here, to certify an award - if the Commission pleases - to certify an award that reflects the current terms and conditions of employment. It is not something that we quite often see in industrial relations unfortunately, especially Federal awards, and I would like to commend the parties for getting as far as they have. If the Commission pleases.

PN116

THE COMMISSIONER: Okay. Well, as I say, I am very happy to approve those. Now, we will adjourn this matter, but as I say, did you want some time to discuss the next matter or are we happy to go ahead?

PN117

MR MILLER: No, that is fine.

ADJOURNED INDEFINITELY