

**TASMANIAN INDUSTRIAL COMMISSION**

**Industrial Relations Act 1984**

s.23 application for award or variation of award

**Tasmanian Trades and Labor Council**

(T13471 of 2009)

**Private and Public Sector Awards**

**FULL BENCH:**

PRESIDENT P L LEARY

DEPUTY PRESIDENT P C SHELLEY

COMMISSIONER T J ABEY

**Wage Rates – State Wage Case 2009 – application amended - application to vary private and public sector awards – award wage rates to be increased by \$12.00 per week - wage related allowances to be increased by 1.9% – meal allowance increased to \$15.40 - Supported wage increased to \$71.00 - State Minimum Wage rate determined at \$558.10 - s.35(1)(b) – operative date ffpp 1 August 2009 - Wage Fixing Principles set aside in part**

**NORTH WEST WATER AUTHORITY ENTERPRISE AWARD**

**ORDER -**

**No. 1 of 2009  
(Consolidated)**

AMEND THE **NORTH WEST WATER AUTHORITY ENTERPRISE AWARD** BY DELETING ALL CLAUSES CONTAINED THEREIN AND INSERTING IN LIEU THEREOF THE FOLLOWING; AND THE AWARD IS CONSOLIDATED:

## **1. TITLE**

This award shall be known as the "North West Water Authority Enterprise Award".

## **2. SCOPE**

Subject to the exceptions and conditions contained herein, this award shall apply to the employment of persons employed by the North West Water Authority trading as Cradle Coast Water (the employer) under the provisions of the North West Water Authority Rules.

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#### **4. DATE OF OPERATION**

This award shall come into operation from the beginning of the first full pay period to commence on or after 1 August 2009.

#### **5. SUPERSESION AND SAVINGS**

This award incorporates and supersedes the North West Regional Water Authority Employees Award No. 1 of 2008 (Consolidated).

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

#### **6. AWARD INTEREST**

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

- (i) the Community and Public Sector Union (State Public Services Federation Tasmania);

- (ii) the Association of Professional Engineers, Scientists and Managers, Australia;
- (b) The following private employer has an interest in this award pursuant to Section 66(1) of the *Industrial Relations Act 1984*:

North West Water Authority trading as Cradle Coast Water.

## **7. DEFINITIONS**

- (a) General Definitions

**'Availability'** means a situation where an employee is directed by the employer to remain at home or within close telephone contact thereof and hold himself/herself in readiness to return to work without delay or within a reasonable time of being recalled or to monitor telephone calls or attend to after-hours calls if required. Close telephone contact includes the use of mobile phones and pagers.

**'Casual employee'** means a person engaged to work on an irregular basis as required by the employer.

**'Employee'** means State employee.

**'Full-time employee'** means a person engaged to work as follows:

Operational Employees	38 hours per week
Employees Other Than Operational Employees	36.75 hours per week

**'Normal Hourly Salary Rate'** shall mean 1/38th of the normal weekly salary rate for Operational Employees and 1/36.75 of the normal weekly salary rate for remaining employees.

**'Normal Salary Rate'** means an employee's normal salary exclusive of allowances and overtime.

**'Normal Weekly Salary Rate'** means the normal salary rate appearing under Clause 8 - Salaries divided by the total number of days excluding Saturdays and Sundays in any one financial year. The total number of days to be used in any one financial year will be either 260 or 261 or 262 in accordance with the calendar for that financial year. The formula will apply from 1 January 1997.

**'Part-time employee'** means a person engaged to work on a regular basis for a lesser number of ordinary weekly hours than is applicable to an equivalent full-time employee.

(b) 'Shift Worker'

**'Afternoon Shift'** means a shift terminating after 7 pm. and at or before midnight.

**'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.

**'Shift Work'** means work that requires an employee to regularly rotate between day shift, afternoon shift and night shift or any two combinations of them.

**'Night Shift'** means a shift terminating after midnight and at or before 8 am.

**'Roster'** means a work pattern designed for a specific work area for all or any work performed outside the span of ordinary hours contained in subclause 10(a) - Hours of Duty, excluding work performed outside the span of hours and paid in accordance with Clause 10 - Hours of Work, subclauses (c), (d) and (e).

(c) Administrative And Clerical Employees

**'Administrative work'** means the exercise of an appropriate level of responsibility and discretion in undertaking functions of an administrative nature where administration is concerned with achievement of the employer's corporate goals through planning, organising, directing and controlling resources and/or activities. Administration is also concerned with the development and implementation of policy to achieve set objectives and desired outcomes.

**'Broad direction'** means that employees are expected to develop and achieve objectives for specific functions under their control that will ensure the attainment of results critical to the efficient operation of the employer.

**'Clerical direction'** means instructions and guidance on particular tasks and programs given by supervisors or managers to subordinate staff. It includes direction from sources such as legislation, standards and manuals.

**'Clerical supervision'** means supervision provided by supervisors or managers to subordinate staff to ensure adherence to directions given, to decide on proposed solutions or courses of action, and to review and check the work of clerical staff.

**'Clerical work'** means the exercise of an appropriate level of responsibility and clerical knowledge and skill under a requisite degree of direction and supervision in the understanding of the preparation, processing and maintenance of documents, records and electronic data representing the transactions or business of the employer. Clerical work is performed within a framework of legislation, policies, procedures, regulations, guidelines, precedents, instructions, or custom and practice, both written and oral.

**'Direct supervision'** means there is limited responsibility for the final outcome of work undertaken because only limited discretion is available to select the appropriate means of completing the task. Conformity with instructions is measured by the satisfactory completion of allocated tasks.

**'General direction'** means situations where detailed or specific instructions are limited to unusual features.

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

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

**'Routine supervision'** means the responsibility for the final outcome is limited because the work is carried out in accordance with established guidelines and practices, however there is scope for the exercise of discretion in the choice of work methods.

**'Specific direction'** means situations where precise instructions are given with little or no choice provided.

**Level 1 classification standard:**

Trainee level concerned with basic clerical work undertaken under specific direction and direct supervision. Ability to acquire the required knowledge and skills derived from a reasonable standard of education.

**Level 2 classification standard:**

Routine work generally by specific direction undertaken under direct and/or routine supervision. Choices made based on established guidelines and instructions, written or verbal. Ability to acquire the required knowledge and skills to effectively undertake the work.

**Level 3 classification standard:**

Experienced clerical level - to achieve set outcomes, undertaken under routine supervision. Choices made based on established guidelines and instructions, written or verbal. Directly responsible for completion of tasks. A knowledge of established work practises is required. Experienced clerical level requiring good communication skills.

**Level 4 classification standard:**

Specialist functions undertaken under general direction and general supervision base on established procedures and practices. Exercise of limited discretion is required. Supervision of a small number of employees may be a feature. Experienced clerical level requiring a comprehensive understanding of relevant procedures and high-level communication skills.

**Level 5 classification standard:**

Clerical and administrative work of a value having an effect on the efficient operation of the employee. A supervisory level. Work undertaken under general direction and general supervision, requiring initiative and the exercise of discretion. The exercise of a formal delegation may be required. Extensive knowledge of the specific discipline with well-developed communication and problem-solving skills. Ability and experience in staff supervision.

**Level 6 classification standard:**

Administrative work which may require the management of human and material resources in carrying out a variety of complex functions under a broad range of conditions under general supervision. The exercise of judgement and initiative consistent with the possession of sound knowledge in the field of work within which the position operates. Guidelines and procedures are generally well recognised but there may be some interpretation required in order to establish and select the most appropriate approach to functions. Ability to research, evaluate and formulate information is critical. Experience in resource management is essential.

**Level 7 classification standard:**

Positions require a high degree of proficiency in the use of established administrative or managerial skills such as human resource management or accounting. Positions usually have responsibility for resource allocation and management and supervision of lower level employees in the achievement of the employer's goals. Interpretation of policy and guidelines is a feature and functions are undertaken with general or limited supervision. A high level of experience in management practices is paramount.

**Level 8 classification standard:**

Positions at this level work with limited supervision, usually manage the operations of an organisational element, undertake a management function or provide consultative or administrative support and advice to a particular program or activity. The tasks may be either complex or specific in nature but directed to the employer's goals. Immediate subordinate positions may include staff in technical or professional structures, in which case supervision is for administrative purposes only. In other circumstances supervision may involve the exercise of technical or professional skill and judgement. Independence of action including the use and allocation of resources within laid down restraints may be a feature.

Decisions taken or responsibilities exercised may have a major effect on the operation of the work area. General management skills and the ability to contribute to the development of policy initiatives are required as is a high level of interpersonal and communication skills.

**Level 9 classification standard:**

Positions at this level operate as for level 8 but only work under broad direction and are required to provide more authoritative specialist consultative or management advice generally or as it relates to a particular work area. Positions at this level are required to operate with a significant degree of independence of action and autonomy in day to day activities, accountable to management in terms of strategic direction and meeting objectives. The tasks carried out would be of a highly complex nature encompassing a significant element of the employer's operations. Significant independence and autonomy of action is expected in achieving desired outcomes. Delegations exercised at this level may include being the final authority in the process of approving the expenditure of funds, undertaking specific action in line with the policy of the employer, or reviewing previous actions or decisions. The development of rules, regulations and guidelines may be coordinated at this level. High level management skills are essential. Liaison and communication skills of a high order, including the ability to consult, negotiate or communication with clients or other groups on behalf of the employer, often to finality, may be needed. A detailed understanding of legislation and the capacity to undertake specific or major research, and investigations or reviews is required.

**Level 10 classification standard:**

A specialist consultative advisory level reporting to senior management under broad direction to achieve outcomes. The position would play a key role in planning, developing and implementing programs. The position would have a significant effect on the operation of the employer and requires specialist administrative research or analytical skills. Highly developed marketing, conceptual and strategic skills are required for positions at this level.

**Level 11 classification standard:**

A specialist with direct effect on the employer's policy development and commentary. Required to initiate, develop and implement systems for effective forecasting, monitoring and control of government programs. Positions at this level are required to take initiative in providing a high standard of policy advice to the board of the employer requiring a high level of expertise and/or extensive practical experience in relation to the implementation of a specialised program. Extensive investigative research and analytical skills with a high degree of proficiency in communication including the capacity to represent the employer or its board in public forums.

**Level 12 classification standard:**

A principal adviser to the board of the employer in relation to specific programs that have a direct and critical effect on the employer's objectives. The highest level of professional and technical competency is required. The work is carried out in direct consultation with the chief executive or the board of the employer. Duties are undertaken without supervision and complete autonomy within the field of expertise is exercised. The highest level of skill in relation to communication, conceptual and strategic skills and investigative research and analytical skills.

(d) Technical Employees

**'Close technical supervision'** means all work is thoroughly reviewed and checked.

**'Complex technical work'** means work which includes various tasks involving different and unrelated intricate processes and / or methods, and which depends upon detailed analysis of the subject, phase or issue involved and the selection of the appropriate course of action from many alternatives. It includes work requiring a degree of creativity, originality, ingenuity and initiative.

**'Detailed technical direction'** refers to situations where precise instructions are given and little or no discretion is allowed.

**'General supervision'** means supervision given to technical and other staff consisting of the allocation, direction, overseeing and co-ordination of the work of subordinate staff. It differs from technical supervision in that it relates to the general management of the work of all subordinate staff.

**'General technical direction'** refers to situations where general guidelines are given and detailed instructions are limited to unusual features, some discretion is given in selecting the appropriate courses of action.

**'General technical supervision'** means that work is regularly reviewed and checked for conformity with directions and other requirements with specific attention given to unusual and / or critical features.

**'Limited technical direction'** refers to situations where instructions are not normally given, but advice is available if required. Wide discretion is given in selecting appropriate courses of action.

**'Limited technical supervision'** means provision of technical advice when requested and ensuring overall compliance with objectives.

**'Technical direction'** means instructions and guidance given to subordinate technical staff by technically or professionally qualified personnel. It includes direction from sources such as manuals, codes, standards, etc.

**'Technical supervision'** means supervision given to subordinate technical staff by technically or professionally qualified personnel and consists of ensuring adherence to technical directions, solving technical problems, giving decisions on technical solutions proposed by subordinate personnel and reviewing and checking the work of technical staff.

**'Technical work'** means that application of technical knowledge (initially gained by satisfactorily completing an appropriate course of study at a recognised TAFE institution, or equivalent qualification), experience and judgement to undertake, support and / or supervise research, design, development, construction, processing, maintenance, information management or regulatory activities utilising scientific, mathematical, engineering, drafting and / or laboratory principles and practices involving investigations, observations, field trials, testing, measurements, interpretations, evaluations, application of regulations, diagnosis / prognosis and remediation / treatment in laboratory, field or other situations. May work independently of professional and other technical staff.

**Level 1 classification standard:**

Technical work requiring learning and application of conventional practices, methods and standards performed under detailed technical direction and close technical supervision.

This is the trainee level. During the learning phase the work given is consistent with the level of theoretical knowledge being gained by the trainee while undertaking appropriate course of study. Initially the work is limited in scope and complexity, but as knowledge and experience is gained the scope and complexity of the work is expanded. Detailed technical direction is given in all aspects of the work and close technical supervision is exercised over every phase of its execution. Minimum qualifications are:

Eligible for admission to the relevant course of study at a recognised TAFE institution

OR,

Relevant training and/or experience determined by the employer to be appropriate to the nature of the work.

**Level 2 classification standard:**

Technical work requiring application of conventional practices, methods and standards performed under general technical direction and general technical supervision,

and / or,

Complex technical work performed under detailed technical direction and close technical supervision.

This is the fully qualified technical practitioner level. The duties include ongoing technical work performed in accordance with conventional practices, methods and standards and comprehends adjustment, adaptation, interpretation or modification of those factors where necessary. Work may include technical application and administration of regulations. Work may be organised on a laboratory, field, office, geographical or functional basis, and may be performed in an individual or team situation.

Work may include or wholly consist of complex technical work.

Technical direction and / or technical supervision may be given to less experienced personnel in this level and / or to Trainees. Minimum qualifications are:

An Associate Diploma from a recognised TAFE institution, or an equivalent qualification, appropriate to the nature of the work,

OR

Relevant training and / or experience determined by the employer to be appropriate to the nature of the work.

**Level 3 classification standard:**

Technical work requiring significant adjustment, adaptation, interpretation or modification of conventional practices, methods and standards performed under limited technical direction and general technical supervisor but not including complex technical work,

and / or,

Complex technical work performed under general technical direction and general technical supervision,

and / or,

Co-ordination and supervision of conventional technical work performed under limited technical direction and general technical supervision.

Work at this level requires the exercise of considerable technical knowledge, experience and judgement by a senior practitioner who in certain situations may be considered a specialist.

Work may include or wholly consist of complex technical work.

The co-ordination and supervision functions involve technical management of the work of a small number of technical and other staff and which may span more than one discipline or field. Normally, from 2 to 4 other technical staff would be supervised.

**Level 4 classification standard:**

Complex technical work which may span more than one discipline or field performed under limited technical direction and limited technical supervision

and / or,

Co-ordination and supervision of the activities of a unit engaged in conventional and specialist technical work performed under limited technical direction and limited technical supervision.

Complex technical work requires the exercise of significant technical knowledge, experience and judgement by a senior practitioner who in certain situations may be considered a specialist. The work may cover one or more discipline or field. The supervisor / project leader work involves the technical management of the work of a number of technical and other staff. Normally at least 5 other technical staff would be supervised for this level to apply.

**Level 5 classification standard:**

The technical management of a significant technical work unit engaged in complex activities under general supervision.

The technical management function includes using technical knowledge, expertise and experience to determine technical objectives and priorities, and to conduct technical support activities within the employer's operating programs.

It includes interpreting relevant policy, setting standards, evaluating performance, and may involve resolving complex technical problems.

Technical direction and technical supervision is not given but general guidance on the employer's objectives is provided. Normally a position at this level reports to a senior manager or coordinator.

**Level 6 classification standard:**

The technical management and co-ordination of two or more significant work units engaged in complex activities involving two or more technical disciplines or fields.

A position only would be established at this level when the policies, strategies, technical complexities, and interrelationships are directly related to the technical work and are outside the scope of non-technical senior managers or coordinators.

(e) Professional Employees

**'Complex professional work'** means work that includes various tasks involving different and unrelated processes and methods. It depends on analysis of the subject, phase or issues involved in each assignment and the appropriate course of action may have to be selected from many alternatives. The work involves conditions and elements that must be identified and analysed to discern inter-relationship.

**'Corporate effect'** means a measure of the effect of decisions made or advice required in a position on the employer's policies and operations and the achievement of program objectives. Corporate effect is direct in the case of decisions taken, for example in determining policy or committing resources, and indirect where advice or recommendations are involved. The effect of advice or recommendations is a measure of the influence of the advice or recommendations. A measure of the effect of advice or recommendations is their influence upon the decision-maker and the consequences for the organisation of the decision made. Recommendations, for example of a highly technical or specialised nature, may influence the work of employer's operations or have an effect extending beyond the employer.

**'Critical professional work'** means the term used in a commonly accepted sense in technological areas in relation to a critical component, critical issue or critical decision. It means a cornerstone, or fundamental decision, requiring the exercise of sound professional judgement of the effects of a decision within a particular professional discipline or field of work.

**'General professional guidance'** means direction and guidance given by a senior professional employee on a range of professional assignments. There is discretion in selecting the most appropriate method of completing these and conformity with directions is measured by satisfactory completion of allocated professional assignments.

**'General supervision'** means the supervision given by a professional employee to technical and other personnel. It consists of the allocation, direction, overseeing and co-ordination of the work of subordinate personnel. Professional employees may receive supervision on non-technical administrative matters from non-professional personnel.

**'Normal professional work'** includes continuing professional duties performed in accordance with conventional established professional practice, methods and standards, but excludes professional work of a novel, complex or critical nature.

**'Novel professional work'** means work requiring a degree of creativity, originality, ingenuity and initiative and of a type not normally undertaken by the employer. The term may refer to the introduction of new technology or processes used elsewhere.

**'Professional discipline'** means a branch of a profession.

**'Professional field of work'** means a major subdivision of a professional discipline.

**'Professional judgement'** means the application of professional knowledge and experience in defining objectives, solving problems, establishing guidelines, reviewing the work of others, interpreting results and providing and assessing advice or recommendations, and other matters that have an element of latitude or decision-making.

**'Professional knowledge'** includes knowledge of principles and techniques applicable to the profession. It is obtained during the acquisition of professional qualifications and relevant experience.

**'Professional manager'** means a person required to have a sound knowledge of relevant principles, practices and procedures applicable to a professional discipline or field of work. Professional managers are responsible for the achievement of particular objectives or completion of a project. This responsibility includes accountability for human, material and financial resources allocated to that objective or project.

**'Professional practitioner'** means an individual, team member or team leader. In the initial years at Professional Employee Level 1, an employee will apply professional judgement across a limited range of activities and may perform normal professional work under different types of supervision and guidance. Professional supervision is required but may not need to be continuous. As they gain experience at Level 1 and at the higher levels, practitioners carry out a broad range of activities or functions using relevant practices or procedures within a professional discipline or field of work. This role can provide advice to others on aspects of the discipline or field and can be expected to contribute in an original and innovative manner to the activities of the work area, and includes supervision of subordinate professional personnel and personnel from other fields of work.

**'Professional specialist'** means a person who has in-depth knowledge of, and is acknowledged both by senior management and by professional peers as an authority in, a professional discipline, field of work, or a range of disciplines or fields. An original and continuing contribution to the relevant discipline(s) or field(s) is an essential aspect of this role.

**'Professional supervision'** means supervision given to subordinate professional employees that requires the exercise of professional judgement and consists of setting guidelines for the work of professional employees, suggesting approaches to the conduct of professional work, solving technical problems raised by subordinate professional employees, giving decisions on technical solutions proposed by subordinate professional employees, and reviewing and sometimes checking the work of other professional employees.

**'Scientific employee'** means a person holding a degree or diploma in science from an approved educational institution, or qualifications deemed equivalent thereto by the employer, and who is appointed to perform duties of a scientific nature, including geology, chemistry, biochemistry, bacteriology, cytology, chemical or engineering analysis, nutritional research, mineralogy, metallurgy, petrology, palaeontology, ceramic technology, or any other associated field of science, but does not include an agricultural scientific officer.

**'Work of a professional nature'** means the application of professional knowledge initially gained by satisfactorily completing an appropriate course of study at a recognised tertiary institution, experience and judgement in the development, management and use of technology; investigation; survey; analysis; testing; observation; evaluation; applied research; planning; provision and maintenance of facilities and services; diagnosis/prognosis; remediation/treatment; liaison; administration of safety regulations; and education in laboratory, fields or other situations.

**Level 1 classifications standard:**

A professional practitioner, initially under close professional supervision as to method of approach and requirements, performs normal professional work under general professional guidance, and with professional development may perform novel, complex or critical professional work under professional supervision. The work performed may involve the normal professional work of an organisational unit, or of a specialised professional field encompassed by the work of the unit; normal professional work where it is isolated from immediate professional supervision, for example due to the remoteness of the work area; difficult, novel, complex or critical professional work under professional supervision; research carried out under professional supervision and which may be expected to contribute to advances in the techniques used; and professional supervision of less experienced professional employees together with general supervision over technical and other personnel.

Initially the work of a new graduate is subject to professional supervision. As experience is gained, the contribution and the level of professional judgement increases and professional supervision decreases until a wide range of professional tasks is capable of being performed under general professional guidance. It is expected that independent professional judgement will be exercised when required, particularly in recognising and solving problems and managing cases where principles, procedures, techniques and methods require expansion, adaptation or modification.

Initially, employees are required to have sound theoretical professional knowledge gained through satisfactory completion of an appropriate course of study at a recognised tertiary institution.

**Level 2 classification standard:**

Under broad policy control and direction, a senior professional practitioner who performs novel, complex or critical professional work, or performs a limited range of the duties of professional manager or professional specialist with general professional guidance. The work includes the formulation of professional or policy advice for senior management and may involve provision of such advice to senior executives in other Agencies, the private sector and the wider community. Normally there is limited corporate effect at this level as technical advice is often reviewed by more senior employees. The work includes the role of team or project leader requiring the co-ordination of the work of a number of professionals and/or other personnel who will not necessarily be in the same work discipline as the leader. Employees at this level may oversee the operation of a section comprising professional and/or technical personnel engaged in field, laboratory, clinical, production or operational work which may be organised on a geographical or functional basis.

Employees at this level are expected to have wide experience in their professional fields. They perform a variety of tasks of a novel, complex or critical nature, either individually or as a leader or member of a team. Direction is provided in terms of a clear statement of overall objectives with limited direction as to work priorities. A professional at this level working as a member of a team will have the skills and experience necessary to perform all the tasks undertaken by the team or to have the knowledge and judgement to seek and use specialist advice when it is required. Specialists require substantial or higher knowledge in a particular discipline or field and the exercise of independent professional judgement to resolve complex problems and issues.

**Level 3 classification standard:**

Under broad policy control and direction, a senior professional practitioner or a professional manager or a professional specialist. The work contributes directly to the formulation of employer policies for the work area and requires an understanding of the wider policy and strategic context. Technical or professional advice given generally has consequences beyond the immediate work area and is normally only reviewed for policy and general approach. The work has moderate corporate effect and is performed under broad direction in terms of objectives, policies and priorities. Programs, projects, assignments or other work are generally determined by higher-level management but at this level authority is given to decide how to achieve end results within the limits of available resources. Decisions at this level have direct consequences on the achievement of results for the function or group of activities for which the employee is responsible. Employees are expected to have extensive experience in their professional field and to perform a range of tasks in the absence of general professional guidance.

A senior professional practitioner operates in the absence of general professional guidance and is expected to apply significant professional knowledge and judgement in one or more professional disciplines or fields in relation to more novel, complex and critical work. A senior professional practitioner need not necessarily be supported by other professionals.

A professional manager leads and directs an organisational element or team of professionals and other staff requiring considerable co-ordination, and is responsible for human, physical and financial resources under the control of the position. The units or teams may comprise professional and other personnel in field, laboratory, clinical, production or operational work and which may be organised on a geographical or functional basis. The management role may require professional leadership and direction over subordinate personnel including supervisors, and involves setting standards for, evaluating the performance of and interpreting policy relevant to the work area, and may involve resolving more complex technical or professional problems.

Professional specialists at this level exercise a high degree of independent professional judgement in the resolution of more novel, complex and critical problems or issues. They are required to provide authoritative technical or policy advice which draws on in-depth knowledge in a professional or technical field or discipline. Analysis, design and interpretation of research or investigations represent authoritative and final professional conclusions. An original and continuing contribution to the knowledge in the relevant disciplines or fields and the application of that advance in knowledge to the organisation's work would be expected.

**Level 4 classification standard:**

Under broad policy control and direction, a senior professional practitioner, a senior professional manager, or a senior professional specialist. The work requires the exercise of a high degree of independence in the determination of overall strategies, priorities, work standards and the allocation of resources. Judgements made at this level form the basis of advice to senior levels of employees of the employer and are often critical to the achievement of overall objectives of a programme or organisational unit. Work is monitored against broad objectives and has a high corporate effect. Administrative direction is given on the employer's policies and objectives and ensuring co-ordination with other major work units.

A senior professional practitioner at this level operates in accordance with broad objectives and is expected to apply unusually significant professional knowledge and professional judgement in one or more disciplines or fields directly relevant to the work area and in relation to most novel, complex or critical work.

A senior professional manager at this level leads, directs and co-ordinates a major function or work area of the employer involving a considerable variety of activities and organised on a geographical (including State-wide) or functional basis. Relative to other senior professional employees' positions, senior professional managers at this level have unusually significant responsibility for the human, physical and financial resources under their control, and the work may also include extensive co-ordination of projects involving unusually large numbers of professional and other personnel engaged in field, laboratory, clinical, production or construction work, and directing professional and technical personnel working in different fields. Senior professional managers at this level may also be responsible for initiating, planning and conducting research projects of considerable breadth that contribute significantly to the development of employer policy or are highly complex in terms of problem definition and methodology.

A senior professional specialist at this level is expected to have a depth of knowledge in the relevant discipline or field of significance to the employer. Persons at this level often have a national reputation. There is a requirement for a high degree of originality and analytical and conceptual skills in the resolution of particularly complex technical or policy issues. The work requires expert knowledge in a professional or technical field or range of fields and in most cases a comprehensive knowledge of relevant legislation and policies. In some circumstances, specialists also have a management and/or co-ordination role. The work requires constant adaptation of existing principles to new and unusual problems and involves frequent changes in policy, program or technological requirements.

**Level 5 classification standard:**

Under broad policy control, an executive professional manager. The work involves executive management of several major work areas of the employer, involving a very wide variety of activities associated with the development, co-ordination and implementation of policies. Only broad objectives, set by the board of the employer, govern the position within which total flexibility exists for developing policies, strategies and tactics to achieve objectives. Direction received would be an exception and limited to issues that have an effect upon other external operational policy areas. Work at this level has the highest corporate effect.

(f) Operational Employees

**'Administrative Supervision'** means persons working under administrative supervision would normally have the work area defined in terms of broadly stated responsibilities and functions. They are expected to undertake work within this framework and would not usually be told what is to be done. The person would not normally receive technical instruction from their supervisor.

The person has a broad framework of trade or subject matter knowledge and extensive experience. Within this framework they would be required to make informed decisions relating to their own work, the work of their area and the supervision of that area.

The person's own performance and the overall performance of their area are kept under review through oral and written work reports. Inspection of the work area would be infrequent.

**'Direction'** refers to instructions and guidance to subordinate operational staff by senior personnel. It includes direction from non-human sources such as manuals, codes, standards, etc.

**'Direct Supervision'** means persons working under direct supervision are usually given a few easily understood instructions. Where appropriate, deadlines and priorities for task completion would also be given.

While the person may be expected to use some judgment in carrying out routine recurring assignments, it is expected that deviations, problems or unfamiliar situations not covered in general instructions would be referred to the supervisor.

The work is normally subject to progress checks, and the final product or results are usually checked.

**'General Supervision'** means persons working under general supervision would be provided with general instructions usually covering only the broader aspects of the work, or where there are unusual situations which do not have clear precedents. This allows some latitude for staff to select the appropriate method and sequence in completing their tasks or assignments.

The person normally has a good knowledge and makes more involved decisions within the confines of this knowledge.

Tasks and assignments may be subject to progress checks usually to ensure in broad terms, that satisfactory progress is being made. Completed work may be evaluated for suitability and conformity to policy and requirements.

**'Limited Direction'** means persons working under limited direction are provided with a clear statement of overall objectives and the resources available. In conjunction with their supervisor they decide on projects and assignments to be carried out and set deadlines.

The person is fully competent and very experienced in a technical sense and requires little guidance during the performance of assignments. The person would have authority to plan and carry out assignments, using some latitude in approach to achieve the desired objectives.

Completed work is reviewed only in terms of flexibility, compatibility with other work, or effectiveness in meeting defined objectives.

**'Limited Supervision'** means persons working under limited supervision would be expected to have a broad trade or subject matter knowledge and wide experience. They perform work in accordance with broadly based standing instructions. In a technical sense, the person is fully competent and very experienced requiring little guidance.

The person is expected to report on the work of the area required. The area's progress and performance would normally be inspected at irregular intervals. The standard of product performance of the area is kept under review.

**'Supervision'** means the supervision given to subordinate operational staff by senior personnel and consists of ensuring adherence to directions, solving operational problems, giving decisions on operational solutions proposed by subordinate personnel and reviewing and checking the work of operational staff.

#### **Level 1 Classification Standard:**

Trainee level - Work under direct supervision and undertake routine activities which require basic mental and physical skills.

Work routines, methods and procedures well established.

#### **Level 2 Classification Standard:**

Works under direct supervision either individually or in a team environment;

Performs routine manual tasks and/or operates basic equipment requiring previous training or experience;

Exercises minimal judgment in deciding how tasks are to be performed.

#### **Level 3 Classification Standard**

Works either individually or in a team environment under general supervision;

Performs a variety of manual tasks and/or operates plant, equipment and vehicles requiring more than a basic level of skill;

Exercises judgment in deciding how tasks are to be performed;

Exercises good communication and interpersonal skills where routine client liaison and/or supervisory responsibilities apply;

This is the first level within some industry streams at which a person may be required to supervise staff.

#### **Level 4 Classification Standard**

Works under general supervision, either individually or in a team environment performing a variety of tasks requiring knowledge of standardised practices and procedures for the work area and requiring skills obtained through training and experience; OR,

Provides routine assistance to technical and/or professional and/or other staff requiring a limited level of technical knowledge and skill; OR,

Operates vehicles/plant requiring skills obtained through training and experience; OR,

Under limited supervision, supervises staff engaged on a variety of routine manual tasks. Supervision will include the assignment and quality control of work.

Exercises judgment in deciding how tasks are to be performed.

Exercises good communication and interpersonal skills.

#### **Level 5 Classification Standard**

Works under general supervision either individually or in a team environment, performing trade work or work requiring an equivalent level of skills and knowledge; OR,

Under general supervision, operates vehicles/equipment requiring a high level of operational skill; OR,

Under limited supervision, supervises a number of staff engaged on a variety of routine manual tasks; or a number of work teams;

Exercises independent judgment in deciding how tasks are to be performed and have authority to adapt work methods in dealing with non-standard problems.

Applies quality control techniques to their work and the work of other staff.

Exercises good communication and interpersonal skills.

#### **Level 6 Classification Standard**

Under general supervision either individually or in a team environment, performs trade work requiring a high level of trade skill, employs initiative and judgment above that undertaken at the basic trade level; OR,

Under limited direction, operates vehicles/equipment requiring an advanced level of skill; OR,

Under limited supervision, supervises, plans and co-ordinates the work of small work teams or controls the operations of an organisational element of a program which undertakes predominantly a variety of manual tasks.

A person in a supervisory role at this level could be expected to exercise initiative and judgement in solving day to day operational problems which may include -

- estimating and ordering
- work prioritising
- staffing control and training
- maintenance of records and basic reporting.

### **Level 7 Classification Standard**

Under limited supervision, either individually or in a team environment undertakes special class trade work, employs an independent approach and a high degree of initiative. These tasks may encompass the provision of trade and equivalent level guidance and assistance to other members of a work team; OR,

Under administrative supervision, takes charge of an occupational group of staff engaged in a wide range of activities normally within a work stream and is responsible for a range of functions which may include: implementation of quality control, training and/or teaching, staff recruitment, estimation of costs, preparation of orders, and setting of and review of procedures; OR,

A person at this level in a supervisory role could be expected to exercise a high degree of initiative and judgment in solving day to day problems which may include:

- staff training and/or teaching;
- estimating and ordering;
- work prioritising;
- overseeing records maintenance and preparation of minor reports; OR,

as a specialist make recommendations and/or implement alternative methods of approach to complex operational problems.

### **Level 8 Classification Standard**

Under limited supervision, either individually or in a team environment, supervises a large group of trades and/or non-trades staff in more than one field employed on a varied range of more complex operational equipment or projects; OR,

As an advanced engineering tradesperson under limited supervision, performs work beyond the special class tradesperson involving intricate systems and designs; OR,

Under administrative supervision, exercises direct and indirect control over a large group of staff, which may include subordinate supervisory staff, undertaking a varied range of work within a stream.

A person at this level in a supervisory role would be expected to exercise a high degree of initiative, judgment and flexibility in solving complex trade or operational related problems which may include:

- co-ordination of resources
- oversight of training
- estimation of costs
- arranging recruitment
- oversight safety measures
- review work methods and oversee quality control; OR,

as an inspector carry out inspections of valuable assets and ensure they meet quality standards, approve completed jobs; OR,

as an advanced engineering tradesperson make recommendations and/or implement alternative methods of approach to complex operational problems using a high level of initiative.

#### **Level 9 Classification Standard**

Under limited direction, controls three or more significant groups of trades staff, or staff with an equivalent level of skills and knowledge, engaged in specialised activities which may include subordinate supervisory staff; OR,

Under administrative supervision, controls a major service operation which may include a large number of trades, non-trades and/or associated staff; OR,

Under limited supervision, oversight and conduct trade training courses in theory and practice which may include the supervision of instructors.

A person at this level is expected to exercise a high degree of initiative, independent judgment and leadership in solving complex operational problems.

#### **Level 10 Classification Standard**

Under administrative supervision, controls a large multi-disciplined group or several small multi-disciplined groups of trades staff, or staff with an equivalent level of skills and knowledge, engaged in specialised activities which may include subordinate supervisory staff; OR,

Under administrative supervision, supervise construction and/or repairs and maintenance activities undertaken by employees or under contract; OR,

Under administrative supervision, carry out inspection, certification and oversee installation of building engineering systems.

A person at this level is expected to demonstrate a high degree of initiative, independent judgment and leadership in the management of a complex operational program or business unit.

**PROVIDED** that no employee paid according to this scale shall incur a reduction in his or her ordinary weekly rate of pay upon this award taking effect.

**8. SALARIES**

(a) General

- (i) An employee holding a position classified on the determination of the employer within a salary scale prescribed in this clause, shall, subject to satisfying the prescribed requirements be paid at a salary rate determined for the relevant classifications as hereinafter set forth.

**PROVIDED** that it is a condition of the 4% second tier adjustment applied to the salaries in this award that the package of restructuring and efficiency offsets referred to in Registered Agreement T.1316 of 1988 be implemented and/or observed in relation to all employees for whom salary rates appear in this award.

- (ii) Where there is an inconsistency between the 'second tier' agreement T.1316 of 1988 and provisions contained in this award the provisions of the 'second tier' agreement shall prevail.

(b) Operational Employees

	Salary per Annum
	\$
Level 1	30240
After 3 months	30721
After 15 months	31571
Level 2	32485
Level 3	33228
Level 4	34429
Level 5	35527
Level 6	36729
Level 7	39132
Level 8	41595
Level 9	43968
Level 10	47578

(c) Administrative And Clerical Employees

An employee appointed to a position classified under this award shall be paid at the salary rate applicable to a level in accordance with the classification standards set out in this clause.

Level 1	First year of service	28397
	Second year	29519
	Third year	30721
	Fourth year	31923

**PROVIDED** that an employee who has completed twelve months service on the maximum salary rate prescribed for level 1 shall progress to level 2, subject to the employer being satisfied that the employee's overall performance has justified the progression.

		Salary per Annum
		\$
Level 2	First year of service	33228
	Second year	34429
	Third year of service and thereafter	35527
Level 3	First year of service	36729
	Second year	37330
	Third year	37878
	Fourth year	38237
	Fifth year and thereafter	39132
Level 3	First year of service	40357
	Second year	40681
	Third year	41595
	Fourth year	42214
	Fifth year and thereafter	42823
Level 5	First year of service	43968
	Second year	44587
	Third year and thereafter	45205
Level 6	First year of service	46340
	Second year	46959
	Third year and thereafter	47578
Level 7	First year of service	48816
	Second year	50053
	Third year and thereafter	51293
Level 8	First year of service	53768
	Second year	55006
	Third year and thereafter	56244
Level 9	First year of service	58716
	Second year and thereafter	59957
Level 10		62426
Level 11		64911
Level 12		68625

(d) Technical Employees

		Salary per Annum
		\$
Level 1	1st year of service	32523
	2nd year of service	33228
	3rd year of service	33829
	4th year of service	34429
	5th year of service and thereafter	35527
Level 2	1st year of service	36729
	2nd year of service	37878
	3rd year of service	39132
	4th year of service	40357
	5th year of service and thereafter	41595
Level 3	1st year of service	42823
	2nd year of service	43968
	3rd year of service and thereafter	45206
Level 4	1st year of service	46340
	2nd year of service	47578
	3rd year of service and thereafter	48816
Level 5		52531
Level 6		55006

(e) Professional Employees

		Salary per Annum
		\$
Level 1	1st year of service	37878
	Second year	39739
	Third year	41594
	Fourth year	43453
	Fifth year	45205
	Sixth year	46958
	Seventh year	48816
	Eighth year and thereafter	50672
Level 2	1st year of service	52531
	Second year	54387
	Third year and thereafter	56244
Level 3	1st year of service	58720
	Second year	61197
	Third year and thereafter	62434
Level 4	1st year of service	64910
	Second year	66767
	Third year and thereafter	68625
Level 5		73577

(f) Apprentices

	Percentage of Level 5 Operational Employee
1st year of apprenticeship	44.5%
2nd year of apprenticeship	57.5%
3rd year of apprenticeship	75.0%
4th year of apprenticeship	88.0%

(g) Supported Wage System

(i) Eligibility criteria

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

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

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

(ii) For the purposes of this subclause:

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

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

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

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

(iii) Supported wage rates

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

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

**PROVIDED** that the minimum amount payable shall be not less than \$71 per week.

(iv) Assessment of capacity

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

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

(v) Lodgment of assessment instrument

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

(vi) Review of assessment

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

(vii) Other terms and conditions of employment

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

(viii) Workplace adjustment

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

(ix) Trial Period

- (1) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this subclause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

- (2) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined in accordance with paragraphs (iv) and (v) of this subclause.
- (3) The minimum amount payable to the employee during the trial period shall be no less than \$71 per week or such greater amount as is agreed from time to time between the parties.
- (4) Work trials should include induction or training as appropriate to the job being trialed.
- (x) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under paragraph (iii) of this subclause.

## **9. ALLOWANCES**

### (a) Annual Leave Loading

During a period of recreation leave an employee shall be paid an allowance by way of additional salary, calculated at the rate of salary prescribed for the relevant classification by an award of the Tasmanian Industrial Commission as follows:

- (i) **Employees other than those employed on Shift Work** - An employee who during the period of such recreation leave would have worked on day work only - an allowance calculated at the rate of 17.5 per cent of his/her normal salary, plus where applicable, any allowance of a permanent nature payable to such employee and deemed by the employer to be in the nature of additional salary.
- (ii) **Shift Worker** - An employee who but for the period of recreation leave would have worked shift work - an allowance calculated at the rate of 17.5 per cent of his/her normal salary plus, where applicable any allowances of a permanent nature payable to such employee and deemed by the employer to be in the nature of additional salary.

**PROVIDED** that an employee who would have received shift payments as prescribed by Clause 10 - Hours of Work, subclause (e)(ii) and (iv) (Penalty Payments and Rostered Shift Work) had he/she not been on recreation leave during the relevant period, and where such shift payments would have entitled him/her to a greater monetary amount than an allowance of 17.5 per cent of his/her normal salary plus where applicable allowances, his/her recreation leave allowance shall be calculated as an amount equivalent to the shift payment he/she would have received in accordance with his/her projected shift roster.

**PROVIDED FURTHER** that such allowance shall:

- (1) be calculated on the basis of a maximum period in any one leave year as follows:
  - (A) in the case of a seven-day shift worker a period of five weeks recreation leave; and
  - (B) in all other cases a period of four weeks recreation leave;
- (2) in no case where the allowance is calculated on the basis of 17.5 per cent of normal salary shall it exceed the allowance which would be payable in respect of the classification of Administrative and Clerical Employee Level 7, First Year of Service of this award, on and from the anniversary date of the employee, in respect of all recreation leave accrued during the previous 12 months;
- (3) not apply to proportionate recreation leave accrued by an employee in the leave year of the year of termination of service where such employee voluntarily resigns or whose services are terminated for disciplinary or other good reason;
- (4) be calculate in the case of:
  - (A) a non-shift worker, at the salary rate applicable to the employee concerned, on the anniversary date in the year in which the recreation leave is credited; and
  - (B) a shift worker, where the allowance is calculated as to projected shift roster, at the salary rate applicable to the employee concerned as at the date of commencement of recreation leave; and
  - (C) a shift worker, where the allowance is calculated at 17.5 per cent of his/her normal salary, at the salary rate applicable to the employee concerned on the anniversary date in the year in which the recreation leave is credited;
- (5) not be cumulative. Any balance of such an allowance due to an employee at the expiration of a period of one year following the date upon which the recreation leave was credited shall be paid to such employee as soon as is practicable after the date of the expiration of such period.

(b) Availability Allowance

- (i) An employee when actually on availability duties shall be paid an allowance equal to 1/76th of his/her normal weekly salary rate for week days and 3/76ths of his/her normal weekly salary rate for Saturday, Sunday and public holidays. Overtime rates will be paid in accordance with the provisions laid down in Clause 10 - Hours of Work, subclause (d)(i) and (ii).
- (ii) For the purpose of availability allowance, a day shall be construed as the normal commencement time on any one day, until the normal commencement time on the following day.

(c) Higher Duties Allowance

(i) Definition

For the purposes of this subclause, '**employee**' does not include a temporary or a casual employee.

(ii) Eligibility

A higher duties allowance is payable where:

- (1) an employee, in receipt of a salary up to and including the equivalent of the rate for an employee classified at Level 7, 3rd year of service under the Administrative and Clerical Employees Award is directed to perform all or a portion of the duties of a higher-classified position for a minimum period of ten consecutive working days and the acting position is two or more levels higher than the employee's substantive classification, *or*,
- (2) an employee, in receipt of a salary above the rate for an employee classified at Level 7, 3rd year of service under the Administrative and Clerical Employees Award is directed to perform all or a portion of the duties of a higher-classified position for a minimum period of twenty consecutive working days and the acting position is two or more levels higher than the employee's substantive classification, *or*,
- (3) an employee is directed to perform all or a portion of the duties of a position classified one level higher than the employee's substantive classification and where the acting appointment is for a period of forty consecutive working days or more.

(iii) Calculation of allowance

The amount of higher duties allowance payable is to be based on the difference (or a percentage of the difference according to the proportion of the additional duties being performed) between the employee's normal salary and the salary for the first, or sole, salary point of the classification level of the higher position.

(iv) Periods of leave

An employee is to continue to receive a higher duties allowance during periods of approved paid leave (other than long service leave), provided that the performance of the higher duties continues immediately after the leave period.

(v) Incremental Progression

- (1) An employee who, at the time of acting in a higher classified position is promoted to that higher classified position, is to receive the relevant increment on the anniversary of the date upon which the employee commenced to act in that higher position.
- (2) An employee, who continues to perform the higher duties as provided for in paragraph (ii) of this subclause for a period of more than twelve months, is to be paid an increment if provided for in the higher classified position.
- (3) An employee is not entitled to receive any increase in salary by virtue of this subclause unless, in the opinion of the employer, the conduct, diligence and efficiency of the employee has been satisfactory during the twelve months immediately prior to the date from which the increase would be payable.-

(d) Kilometrage Allowance

(i) Required User Category

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

Annual Kilometrage Travelled On Duty in a Financial Year	Cents Per Kilometre	
	Rate 1 - 2 litres and above	Rate 2 - Less than 2 litres
First 10,000 kilometres	54.37 (100%)	46.76 (86%)
Any additional kilometres	28.82 (53%)	25.01 (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 shall be given, and the notice period shall be specified to end on 30 June.

(ii) Occasional User Category

Where an employee is not required to provide a private motor vehicle for official use as prescribed in paragraph (i) of this subclause but otherwise receives approval from the employer to use a private motor vehicle for official purposes on an occasional basis, an allowance shall be paid in accordance with the following rates:

Annual Kilometrage Travelled On Duty in a Financial Year	Cents Per Kilometre	
	Rate 3 - 2 litres and above	Rate 4 - Less than 2 litres
First 10,000 kilometres	36.25 (100%)	31.17 (86%)
Any additional kilometres	19.21 (53%)	16.67 (46%)

(iii) For the purposes of paragraphs (i) and (ii) of this subclause, the rates specified therein shall apply as follows:

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

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

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

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

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

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

(e) Licence Nominee Allowance

An employee who holds an 'A' Grade Wireman's Licence and is employed as an electrical mechanic and who is the nominee of the controlling authority or administering authority, as the case may be, of a hospital or institution registered with the Hydro Electric Commission as an electrical contractor, and provided such electrical mechanic is at all times acceptable to the said Commission, he/she shall be paid, whilst acting as such nominee, a licence nominee allowance of \$59.50 per week.

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

(f) Meal Allowances

- (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, and that requirement necessitates his/her obtaining a meal away from home, that employee shall, subject to this paragraph, be paid a meal allowance at the following rates:

Meal	Rate of Allowance
	\$
Breakfast	16.00
Lunch (or midday meal)	14.25
Dinner (or evening meal)	30.35

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

- (ii) Where the duties of an employee require him/her to travel outside the employer's normal operating area, and he/she is more than 60 kilometres therefrom at his/her normal meal hour, that employee shall, subject to this paragraph, be paid:

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

Meal	Rate of Allowance
	\$
Breakfast	16.00
Lunch (or midday meal)	14.25
Dinner (or evening meal)	30.35

- (2) in the case of a meal provided by the employee, a meal allowance of \$15.40 for each meal so provided.

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

- (1) in the case of breakfast, the employee was required to commence duty not less than one and a half hours before his/her normal hour for commencing duty; and
  - (2) in the case of dinner, the employee was required to remain on duty for not less than one and a half hours after his/her normal hour for ceasing duty.
- (iv) A meal allowance in excess of or at variance with the rates set forth in this subclause may be paid if, on the determination of the employer concerned, special circumstances existed which justified the excess or variation.

Should an employee be required to continue to work overtime, as specified, in an area where a meal cannot be reasonably purchased, then the employer shall supply emergency rations to a reasonable standard.

(g) More Responsible Duties Allowance

(i) Definition

For the purposes of this subclause reference to **'employee'** does not include a temporary or a casual employee.

(ii) Eligibility

Where, for a period of five days or more, an employee is required to perform more responsible duties, which do not entail the employee acting in a higher classified position as provided for in subclause (c) - Higher Duties Allowance, the employer is to authorise payment of a more responsible duties allowance.

(iii) Calculation of allowance

The amount of the allowance payable is to be established by reference to the value of the more responsible duties involved.

(iv) Periods of leave

An employee is to continue to receive a higher duties allowance during periods of approved paid leave (other than long service leave), provided that the performance of the higher duties continues immediately after the leave period.

(h) Training Courses And Conferences Allowance

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

	Rate per Day \$
(i) Within this State	12.15
(ii) Outside this State	17.05

(i) Travelling Allowances

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

Component	Within Tasmania \$	Outside Tasmania \$	Sydney \$
Overnight Absence From Normal Place of Residence	97.90	136.80	159.75
Breakfast (preceding or following an overnight absence) applicable hours 7.00am - 8.30am	16.00	16.00	16.00
Lunch (preceding or following an overnight absence) applicable hours 12.30pm - 2.00pm	14.25	14.25	14.25
Dinner (preceding or following an overnight absence) applicable hours 6.00pm - 7.30pm	30.35	30.35	30.35

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

- (ii) In addition to the allowance available in accordance with paragraph (i) of this subclause and provided the employer is satisfied that the employee did incur the expense claimed, an employee shall be entitled to reimbursement of reasonable expenses incurred, as a result of his or her absence from the normal place of residence, for the following purposes: -
  - (1) a telephone call to the employee's spouse or children each twenty four hours;
  - (2) dry cleaning or laundry required as the result of an extended absence.
- (iii) Notwithstanding paragraph (i) of this subclause where the employer is satisfied that no reasonable alternative accommodation is available, the employee may be reimbursed for actual expenses incurred.
- (iv) Where an employee travels with a Judge or a Minister or in a representative capacity for the State, or on special duties as determined by the employer, and thereby incurs additional expense, the employee may be paid such travelling allowance as may be determined by the employer.
- (v) Where public transport is not conveniently available and employees in the performance of their duties find it necessary to hire other forms of transport, they shall, subject to the approval of the employer, be reimbursed the actual costs incurred in the hiring of such transport.
- (vi) Where employees in the performance of their duties are required to be stationed temporarily at any place other than their usual headquarters for a period exceeding three weeks, and are absent from their normal place of residence, and have to procure board and lodging whilst so stationed, they shall be paid a travelling allowance at the following rates:
  - (1) for the first three weeks in accordance with the rates set forth in paragraph (i) of this subclause; and
  - (2) thereafter, at such rate as the employer may determine.
- (vii) Where the employer certifies that the duties of an employee involve systematic travelling, the employer shall determine the rate to be paid to such employee within the limits of the rates set forth in paragraph (i) of this subclause.
- (viii) Where an employee in the performance of his/her duties is required to travel:

- (1) Within Australia (including Papua New Guinea and New Zealand) - by ship, aircraft, railway train, or other means of conveyance, where he/she is provided with meals and sleeping quarters, that employee, while so travelling, shall be paid a travelling allowance at the rate of:

Rates per Day

- (A) Within this State \$10.75
  - (B) Outside this State \$15.10
- (2) Outside Australia, Papua New Guinea and New Zealand - that employee, while so travelling, shall be paid a travelling allowance at such rate as the employer may approve.
- (ix) Where an employee is permanently stationed on the Bass Strait Islands and enters upon leave of absence he/she may, three times in every year, on the determination of the employer, be paid the return fares reasonably incurred by him/her for himself/herself or for any dependent member of his/her family, permanently resident on the Bass Strait Islands, travelling from his/her station to the nearest seaport or airport on the mainland of this State. Such travel shall include travel via Melbourne when such indirect travel is the most expedient means of travelling to or returning from the nearest seaport or airport on the mainland of this State.

**PROVIDED** that:

- (1) with the approval of the employer, an employee may, in substitution for travel to the nearest seaport or airport in this State, travel to any other seaport or airport in this State or to Melbourne;
- (2) for the purpose of obtaining emergency medical or dental treatment for an employee or dependent member of his/her family, permanently resident on the Bass Strait Islands, an employee may by way of reimbursement and, with the approval of the employer, be paid the return fare reasonably incurred for travel from his/her station to the nearest centre in this State or to Melbourne, whereat such treatment can be obtained. Such reimbursement shall be in substitution for one or both of the return fares for the person concerned, more particularly set forth in this subparagraph;
- (3) the above entitlement is not cumulative, each year standing alone;
- (4) no employee shall be eligible to receive payment for the return fares as set forth above unless such employee has first completed three months continuous service on one or other of the Bass Strait Islands.

- (x) (1) Where an employee is required in the performance of his/her duties, either on appointment or transfer, to move from his/her place of residence to another district, and:
  - (A) he/she is unable to obtain accommodation for his/her family in that district and thereby incurs additional expense;
  - (B) there is available in that district for the employee's family only such accommodation as will involve the employee in excessive expenditure;

the employer may, on the recommendation of the CEO, grant to such employee a special allowance at such rate as the employer may determine.

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

## **10. HOURS OF WORK**

### (a) Hours Of Duty

#### (i) Employees other than Operational Employees

The ordinary hours of duty for the employees other than Operational Employees shall be 73.5 hours per fortnight, to be worked within the hours of 7.00 am. to 7.00 pm. Monday to Friday, inclusive.

#### (ii) Operational Employees

The ordinary hours of duty of Operational Employees, except staff on shift work, shall be 38 hours per week to be worked on the basis of not more than 152 hours in any two consecutive fortnightly pay periods at ordinary rates of pay, and to be worked as determined by the employer within the hours of 7.00 am. to 7.00 pm. Monday to Friday (both inclusive).

**PROVIDED** that where an employee works an eight hour day in order to achieve an additional day off every twenty-eight days the following provisions shall apply:

- (1) Each employee shall be credited with time worked beyond seven hours thirty-six minutes per day up to a limit of eight hours. Time worked in excess of eight hours shall be paid at the appropriate overtime rates.
- (2) Days taken as recreation leave, sick leave, public holidays and other classes of leave shall be counted as eight hour days with time in excess of seven hours thirty-six minutes being credited towards the additional day off.
- (3) If an additional day off as rostered falls on a public holiday, or the employee is required to work on his/her additional day off, the day off shall be given on the first working day after the rostered additional day off, or if this cannot be arranged, at a time determined by the employer.
- (4) An employee on resignation, retirement or transfer shall be entitled to payment at ordinary rates for any hours accumulated towards his/her rostered additional day off.

(b) Meal Breaks

Meal breaks for all employees other than shift workers shall 30-60 minutes for lunch between the hours 12.00 noon and 2.00p.m. and after one and one half hours overtime.

(c) Overtime

- (i) The employer may require an employee to work reasonable overtime at overtime rates, as follows:
  - (1) in computing overtime, each day's work shall stand alone,
  - (2) time reasonably spent in travelling to and from work to perform overtime work shall be regarded as time worked at the appropriate overtime rate.
- (ii) No payment for overtime shall be made unless the overtime work performed has been authorised.
- (iii) Where practicable, an employee required to work overtime shall be given at least twenty-four hours notice prior to the commencement thereof.
- (iv) Employees other than shift workers required to work overtime shall be entitled to payment for such overtime worked as follows:

- (1) Monday to Friday inclusive - at the rate of time and one-half of his/her normal hourly salary rate for the first three hours, and double time thereafter.
- (2) Saturdays and Sundays - at the rate of double his/her normal hourly salary rate for all time so worked.
- (3) Public Holidays - at the rate of double and one-half of his/her normal hourly salary rate for all time worked.
- (4) An employee other than a shift worker working overtime on Saturday, Sunday or on a public holiday shall be entitled to a meal break of thirty minutes between the hours of noon and 2.00 pm., provided that such meal break shall not be regarded as time worked.

(d) Recalls

- (i) Where an employee is recalled to work after ceasing work (whether notified before or after leaving the premises), he/she shall be paid in respect of the first recall for a minimum of four hours, at the following rates:

Monday - Friday - 3 hours at time and one half and double time thereafter;  
 Saturday - Sunday - 4 hours at double time.

- (ii) In respect of subsequent calls occurring during the four hour spread of which minimum payment has been attracted, no extra payment shall accrue until the time worked actually exceeds four hours. Except as otherwise provided the rate of payment for recalls subsequent to the first four hour minimum shall be paid at appropriate overtime rates for actual time worked.
- (iii) Where an employee is recalled to work on a public holiday the rate of payment for the four hours shall be at double time and one half.
- (iv) **PROVIDED** that paragraphs (ii) to (iii) of this subclause shall not apply where an employee, by custom and practice, returns to work for short periods to perform specific duties outside his/her normal working hours, or where the overtime is continuous, i.e. overtime performed prior to normal commencement time and or after normal completion time.

(e) Shiftworkers

- (i) overtime:

- (1) The employer may require an employee to work reasonable overtime at overtime rates, as follows:

(A) in computing overtime, each day's work shall stand alone,

(B) time reasonably spent in travelling to and from work to perform overtime work shall be regarded as time worked at the appropriate overtime rate.

(2) No payment for overtime shall be made unless the overtime work performed has been authorised.

(3) Where practicable, an employee required to work overtime shall be given at least twenty-four hours notice prior to the commencement thereof.

(A) Employees 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, subject to subparagraph (3)(B) of this paragraph shall be paid:

From Monday to Friday inclusive, at the rate of time and a half of his/her normal hourly salary rate for the first two hours and double time thereafter.

The employee required to work overtime on his/her rostered day off or on a Saturday or Sunday shall be paid at the rate double his/her normal hourly salary rate and on public holidays, at treble the rate of his/her normal hourly salary rate.

(B) Where 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 work on his/her rostered time off, the unrelieved employee shall be paid at double the normal hourly salary rate.

Where an employee is unrelieved after completing his/her normal shift on a public holiday, payment for such additional duty shall be at treble the normal hourly salary rate.

**PROVIDED** that the payments prescribed in subparagraph (3)(B) of this paragraph shall not apply where manning arrangements have been altered by agreement between employees or where the customary rotation of shifts is affected.

(C) An employee required to continue work for five hours or more after his/her proper ceasing time, shall be entitled to a rest period of 8 hours before again commencing work, and to be paid for any working time lost.

- (D) An employee recalled to work after having completed his/her normal working day and who works overtime for more than three hours, subject to the following conditions, viz:

some portion of the three hours must be worked between 11.00pm to 5.00am;

the period of more than three hours need not be continuous;

to qualify for rest period when called out once, the work must be commenced before 4.00am;

shall be entitled to a rest period of eight hours and shall be paid for any working time lost.

- (E) **PROVIDED** that where an employee is directed to return to, or continue his/her ordinary work without the break, he/she shall be paid at double his/her normal hourly salary rate for his/her ordinary work until he/she has been released from duty for a continuous period of at least eight hours. He/she shall be entitled then to be absent until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (F) Overtime worked by employees recalled to work in accordance with paragraph (i) of subclause (d) shall not be regarded as overtime, for the purpose of this clause, when the actual time worked is less than three hours on such recall, or on each of such recalls.

(ii) penalty rates

- (1) The following penalty rates shall apply where employees are regularly rostered for shift work:
- (A) Saturday work - payment shall be made at the rate of time and one half.
- (B) Sunday work - payment shall be made at the rate of double his/her normal hourly salary rate for all time so worked.
- (2) Employees working shift work shall be paid a shift loading of fifteen per cent for all afternoon and night shifts worked.
- (3) **PROVIDED** that such loading will not be attracted for shifts occurring on a Saturday, Sunday or public holiday. Penalty rates applying to weekend work shall be in accordance with subparagraphs (1) and (2) of this paragraph.

**PROVIDED FURTHER** that in respect to the whole of this clause, where a shift commences before midnight on any day and the majority of the shift is worked on the following day, the rate of pay and conditions will be determined as if the whole of the shift had been worked on that following day.

**PROVIDED ALWAYS** that where a shift worker is required to work on a public holiday he/she shall be granted time off in lieu. Such time being taken in the form of annual leave.

(iii) meal breaks

Meal breaks for Shift Workers shall be one break of 30 minutes.

(iv) rostered shift work

The ordinary hours of duty of employees on shift work shall be 38 hours per week or 152 hours over a twenty-eight (28) day period.

Shift times shall be:

Day Shift	6.00 am	to	2.00 pm
Afternoon Shift	2.00 pm	to	10.00 pm
Night Shift	10.00 pm	to	6.00 pm

**PROVIDED** that additional time worked as a result of the above shift times shall be compensated by way of an additional day off every twenty-eight days in accordance with the following provisions:

- (1) Each employee shall be credited with time worked beyond seven hours and thirty-six minutes per shift at the ordinary rate up to a limit of eight hours. Time in excess of eight hours shall be paid at the appropriate overtime rates with shift loadings as attracted.
- (2) All recreation leave, sick leave, leave given in lieu of public holidays and all other leave shall be counted as days of seven hours and thirty-six minutes duration and no time shall be credited or debited to the employee.
- (3) An employee on resignation, retirement or transfer shall be entitled to payment at ordinary rates for any hours accumulated towards his/her rostered additional day off. Clause 11 - Leave And Holidays, subclause (b)(x) should be considered in determining annual leave on termination of employment. For all leave reference should be made to Clause 11 - Leave And Holidays.

## **11. LEAVE AND HOLIDAYS**

### (a) Adoption Leave

#### (i) Nature of leave

Adoption leave is unpaid leave except for where provided for in subparagraph (2) of paragraph (ii) of this subclause and not extending beyond the adopted child's third birthday.

#### (ii) Eligibility

- (1) An employee, upon production to the employer of the documentation required by paragraph (iii) of this subclause shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks.
- (2) Adoption leave under subparagraph (1) of this paragraph may include an unbroken period of up to one week's leave at the time of the placement of the child.
- (3) Adoption leave may include a further unbroken period of up to 51 weeks leave in addition to and following the period under subparagraph (2) of this paragraph in order to be the primary care-giver of the child this leave shall not extend beyond one year after the placement of the child.
- (4) The employee must have had at least twelve months continuous service with the employer. immediately preceding the date upon which he or she proceeds upon such leave.

#### (iii) Application and Certification

- (1) At the time specified in paragraph (iv) of this subclause the employee must apply in writing to the employer for leave of absence, as entitled to under paragraph (ii) of this subclause stating the date which the employee proposes to commence adoption leave and the period of leave to be taken.
- (2) In addition to the application required under subparagraph (1) of this paragraph the employee must produce to the employer a statement from an adoption Agency or other appropriate body of the expected date of placement of the child with the employee for adoption purposes.
- (3) A statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order shall be provided before the adoption leave is commenced, in accordance with subparagraph (1) of this subclause.

(iv) Notice Requirements

- (1) An employee shall produce to the employer the application and certificates referred to in paragraph (iii) of this subclause for leave under subparagraph (2) of paragraph (ii) of this subclause at least one week prior to the proposed period of leave.
- (2) An employee shall produce to the employer the application and certificate referred to in subparagraphs (1) and (2) of paragraph (iii) of this subclause for leave under subparagraph (3) of paragraph (ii) of this subclause at least ten weeks prior to the proposed period of leave. The certificate referred to in subparagraph (3) of paragraph (iii) of this subclause should be forwarded as required under subparagraph (1) of this paragraph.
- (3) An employee shall not be in breach of this subclause, as a consequence of failure to give the stipulated period of notice in accordance with this subclause when:
  - (A) the adoption Agency requires earlier or later placement of the child; or
  - (B) in the event of the death of the spouse; or
  - (C) there are other compelling circumstances.
- (4) The employee shall immediately notify the employer in writing of any change in the information provided pursuant to paragraph (iii) of this subclause.
- (5) An employee shall give at least 21 days notice in writing to vary adoption leave under paragraph (v) of this subclause. As a consequence of the variation the maximum period of adoption leave shall not exceed the entitlement under paragraph (ii) of subclause (e) of this clause.
- (6) An employee shall give at least four weeks notice in writing prior to the expiration of his or her period of adoption leave under subparagraph (1) of paragraph (ix) of this subclause. The employer may accept a shorter period of notice in writing, in circumstances the employer considers to be exceptional.

(v) Variation of period of adoption leave

The employee may extend or reduce the period of adoption leave notified under subparagraph (1) of paragraph (iii) of this subclause with the agreement of the employer, in accordance with subparagraph (5) of paragraph (iv) of this subclause.

(vi) Cancellation of adoption leave

- (1) Adoption leave, applied for but not commenced, shall be cancelled if the placement of the child does not proceed.
- (2) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, adoption leave is cancelled three weeks following that event. The employee may, with the agreement of the employer, resume duty within that three week period.
- (3) If the employee requires further leave, other leave provisions under this award may be accessed by application in writing to the employer.

(vii) Adoption leave and other entitlements

- (1) An employee may take any recreation or long service leave to which the employee is entitled as part of the leave applied for under subparagraph (1) of paragraph (iii) of this subclause concurrently with the period under subparagraph (1) of paragraph (ii) of this subclause or following that period.
- (2) Paid sick leave or other paid authorised award absences, excluding annual leave, shall not be available to an employee during absence on adoption leave.

(viii) Effect of adoption leave on employment

- (1) Absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any other purpose.
- (2) Periods of paid leave during adoption leave absence shall count as service for all purposes.

(ix) Return to work after adoption leave

- (1) An employee is required to confirm their intention of returning to work by notice in writing to the employer in accordance with subparagraph (6) of paragraph (iv) of this subclause.
- (2) An employee, upon returning to work after adoption leave, shall be entitled to the position held immediately before proceeding on such leave or in relation to an employee who has worked part - time under this clause the position held immediately before such part - time work. Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee shall be entitled to a position as nearly comparable in status and pay to that of the employee's former position.

(b) Annual Leave

(i) Notice

An employee must give three weeks notice where practicable, when requesting annual leave. Prior to making such application an employee must have sufficient credits to cover the absence.

Each employee on giving of the prescribed notice, and, if he/she so requests, before going on leave shall be paid in advance the wages which would ordinarily accrue to him/her during the currency of the leave.

(ii) Leave Entitlement

(1) Period of leave :

(A) Full - Time Employees

Full - time employees (as defined) shall be allowed the following annual leave after 12 months continuous service (less the period of annual leave):

Employees other than Operational Employees	-	147 Hours
Operational Employees	-	152 Hours

(B) Part - Time Employees

Part - time employees (as defined) shall be entitled to annual leave based on the number of ordinary hours worked in the leave year.

The leave entitlement shall be calculated on a pro - rata basis as follows:

$$\frac{\text{Part - time hours worked p.a. (including any period of annual leave)}}{\text{Full - time hours p.a.}} \times \frac{\text{Full - Time leave entitlement}}{1}$$

(2) Additional Leave:

Rostered Employees

An employee required to work in accordance with a roster (as defined ) shall, in addition to the annual leave prescribed in subparagraph (1) of paragraph (ii) of this subclause, be allowed 38 hours leave, to be taken in a period of 7 consecutive days including non - working days.

**PROVIDED** that to receive such additional leave the employee shall be rostered to work on not less than 10 Saturdays and 10 Sundays during any one leave year.

Where an employee with 12 months continuous service is engaged for part of the 12 monthly period on a roster (as defined), he/she shall be entitled to have the period of annual leave prescribed in subparagraph (1) of paragraph (ii) of this subclause increased by 7.6 hours for each 2 months he/she is continuously engaged on such roster (as defined).

(iii) Calculation of service

All periods of paid leave, including public holidays shall be counted as service.

(iv) Holiday With Pay

- (1) A Holiday falling within a period of annual leave shall not be regarded as part of that leave. An additional day's leave in lieu of that Holiday may be taken.
- (2) In the circumstances where a holiday falls within one day of a week-end or another holiday a day of annual leave entitlement may be granted on the day between the said holidays and/or week-end by agreement between the employer and a majority of employees effected under the award.

(v) Leave to be taken

- (1) Where an employee requests that leave be allowed in one continuous period, such a request shall not be unreasonably refused.
- (2) Annual Leave will be taken within eighteen months of being credited unless otherwise agreed between employer and employee.
- (3) Where an employee in conjunction with their rostered Annual Leave seeks to take deferred days of paid absences these deferred days shall be taken and paid for at the rate per day as would have applied as if they had been taken at the original date.
- (4) Annual leave may be taken, if agreed to by the employer and employee, in three separate periods, two of which shall not be less than seven consecutive calendar days and in all cases exclusive of any public holidays occurring therein, shall be given and taken within six months from the date when the right to annual leave accrued.

(iv) Annual close down

Where the employer elects to close down a section or sections of its operations during the Christmas/New Year period for the purpose of allowing annual leave to such employees engaged therein the following provisions shall apply:

- (1) Unless engaged in rostered maintenance or operations all employees shall participate in the annual close down;
- (2) employees who do not have an entitlement to annual leave at that time shall be granted proportionate paid leave.

(vii) Leave allowed before due date

The employer may allow an employee to take his/her annual leave prior to the employee's right thereto. In such circumstances the qualifying period of further annual leave shall not commence until the expiration of twelve months from the full period in respect of which the leave so allowed was taken.

(viii) Sickness during Annual Leave

When a period of sickness of one day or more occurs during annual leave and the employer receives a certificate from a qualified Medical Practitioner stating that the employee was unfit for duty during that period, the absence shall be counted as sick leave under the provisions of subclause (f) of this clause and that period of annual leave shall be recredited to the employee.

(ix) Payment in Lieu Prohibited

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

(x) Proportionate Leave on Ending Service

If after one month of continuous service in respect of all employees in any qualifying 12 monthly period, an employee lawfully leaves the employment or the employment is terminated by the employer through no fault of the employee, the employee shall be paid at his/her ordinary rate of pay as follows:

- (1) Full - time employees (as defined)
  - (A) Employees other than Operational Employees  
12.25 hours for each completed month of continuous service.
  - (B) Operational Employees

12.67 hours for each completed month of continuous service.

(C) Rostered Employees

15.83 hours for each completed month of continuous service in addition to such entitlements established under the provisions of subparagraph (2) of paragraph (ii) of this subclause.

(2) Part - time employees (as defined)

Rostered employees (as defined) - 9.6% of the normal hours worked in each completed month of continuous service in addition to such entitlements established under the provisions of subparagraph (2) of paragraph (ii) of this subclause.

(3) Other employees

7.7% of the normal hours worked in each completed month of continuous service.

(c) Holidays With Pay

(i) All employees (other than casual employees (as defined)) shall be entitled to the following holidays without loss of pay and shall count as continuous service:

- (1) Anzac Day
- Australia Day
- Boxing Day
- Burnie Show Day
- Christmas Day
- Devonport Cup Day
- Easter Monday
- Easter Tuesday
- Eight Hour Day
- Good Friday
- New Year's Day
- Queen's Birthday
- Recreation Day (North)

or such other days as may be deemed to be publicly observed.

**PROVIDED** that any other day be by State Act of Parliament or State proclamation, substituted for any of the above mentioned holidays, the day so substituted shall be observed.

(2) Where Anzac Day falls on a weekend a day in lieu is not granted.

- (ii) Payment for the holidays mentioned in subparagraph (1) of paragraph (i) of this subclause which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when if it were not for such holiday, the employee had been at work.
- (iii) An employee required to work on any of the holidays mentioned in subparagraph (1) of paragraph (i) of this subclause where such holiday applies at the employees normal place of work but because the employees is required to work in a locality where the holiday does not apply, then such holiday will be added to the employees annual leave.
- (iv) Notwithstanding subparagraph (1) of paragraph (i) of this subclause employees may be required to attend work during any such holiday in circumstances where the employer requires part of the employer to be kept open in the public interest for the whole or any portion of a holiday.
- (v) Where an employee is absent from employment on the working day before and/or after a holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for the holiday, including where a Rostered Day Off is taken in conjunction with a holiday.

(d) Maternity Leave

- (i) Maternity leave is unpaid leave.

Eligibility for maternity leave

- (1) An employee who becomes pregnant, upon production to the employer of the certificate in accordance with paragraph (ii) of this subclause, shall be entitled to an unbroken period of up to 52 weeks maternity leave.
- (2) The employee must have had at least twelve months continuous service with the employer immediately preceding the date which she proceeds on such leave.

- (ii) Required Absence

- (1) Subject to subparagraphs (2) to (4) of this paragraph an employee is required to be absent from duty six weeks before the expected date of birth until six weeks after the actual date of birth.
- (2) Where an employee is confined earlier than six weeks before the expected date of birth the required absence commences on the date of birth and continues for six weeks.

- (3) An employee may continue to work within the six week period of required absence before the birth, by providing a certificate from a registered medical practitioner certifying that she will be fit for work until a specified date before the required absence is due to commence.
- (4) An employee who has been confined may apply to return to work during the six week required absence after the birth. An application to return to work must be accompanied by a medical certificate stating that the employee will be fit to resume work within the six week period. The employee must receive written notification of approval prior to recommencing duty.

(iii) Application and Certificate

- (1) At the time specified in paragraph (iv) of this subclause the employee must apply in writing to the employer for leave of absence, as she is entitled to under paragraph (ii) of this subclause, stating the date which she proposes to commence maternity leave and the period of leave to be taken.
- (2) In addition to the application required under subparagraph (1) of this paragraph the employee must attach a certificate from a registered medical practitioner stating that she is pregnant and the expected date of birth.
- (3) Following the birth of the child the employee is required to forward a certificate stating the date on which the birth took place in accordance with subparagraph (3) of paragraph (iv) of this subclause.

(iv) Notice requirements

- (1) The employee shall produce to the employer the application and certificate referred to in subparagraph (1) and (2) of paragraph (iii) of this subclause at least ten weeks prior to the expected date of birth.
- (2) An employee shall not be in breach of subparagraph (1) of this paragraph as a consequence of failure to give the stipulated period of notice when the birth occurs earlier than the expected date.
- (3) The certificate required under subparagraph (3) of paragraph (iii) of this subclause must be forwarded within four weeks following the birth of the child.
- (4) An employee shall give at least 21 days notice in writing to vary maternity leave under subparagraph (1) of paragraph (vi) of this subclause. As a consequence of the variation the maximum period of maternity leave shall not exceed the entitlement under paragraph (i) of this subclause.

(5) An employee shall give at least four weeks notice in writing prior to the expiration of her period of maternity leave under subparagraph (1) of paragraph (x) of this subclause. The employer may accept a shorter period of notice in writing, in circumstances the employer considers to be exceptional.

(v) Transfer to an alternative position

(1) Where, in the opinion of a registered medical practitioner, it is inadvisable for the employee to continue in her present duties due to illness or risks arising out of the pregnancy or hazards connected with the duties, the employee may be transferred to an alternative position at the classification and on the conditions attaching to the substantive position until the commencement of maternity leave, if practicable.

(2) If the transfer to an alternative position is not practicable, the employee may be required to commence maternity leave at an earlier date than is certified as necessary by her medical practitioner.

(vi) Variation of period of maternity leave

The employee may extend or reduce the period of maternity leave notified under subparagraph (1) of paragraph (iii) of this subclause with the agreement of the employer, in accordance with subparagraph (4) of paragraph (iv) of this subclause.

(vii) Cancellation of maternity leave

(1) In the event of a miscarriage, maternity leave applied for but not commenced, shall be cancelled.

(2) Where an employee has commenced maternity leave, in the event of a stillbirth or the death of the baby, maternity leave is cancelled three weeks following that event. The employee may, with the agreement of the employer, resume duty within that three week period.

(3) If the employee requires further leave, other leave provisions under this award may be accessed by application in writing to the employer.

(viii) Maternity leave and other leave entitlements

(1) An employee may, with the approval of the employer, take any recreation or long service leave to which she is entitled as part of the leave applied for under subparagraph (1) of paragraph (iii) of this subclause concurrently with the period under subparagraph (1) of paragraph (i) of this subclause or following that period.

- (2) Access to any other leave provisions under this award (excluding annual leave) shall not be available to an employee during her absence on maternity leave.

(ix) Effect of maternity leave on employment

- (1) Absence on maternity leave shall not break the continuity of service of an employee, notwithstanding any award or other provision to the contrary.
- (2) Absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any other purpose.

(x) Return to work after maternity leave

- (1) An employee is required to confirm her intention of returning to work by notice in writing to the employer in accordance with subparagraph (5) of paragraph (iv) of this subclause.
- (2) An employee returning to work after maternity leave, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to an alternative position pursuant to paragraph (v) of this subclause, to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee shall be entitled to a position as nearly comparable in status and pay to that of the employee's former position.

(e) Paternity Leave

(i) Nature of leave

Paternity leave is unpaid leave.

(ii) Eligibility for paternity leave

- (1) A male employee, upon production to his employer of the certificate required by paragraph (iii) of this subclause, shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks.
- (2) Paternity leave may include an unbroken period of up to one weeks leave at the time of his spouse giving birth.

- (3) Paternity leave may include a further unbroken period of up to 51 weeks leave in addition to the period under subparagraph (2) of this paragraph in order to be the primary care-giver of the child provided that such leave shall not extend beyond the child's first birthday.
- (4) The employee must have had at least twelve months continuous service with the employer. immediately preceding the date upon which he proceeds upon either period of leave.

(iii) Application and Certificate

- (1) At the time specified in paragraph (iv) of this subclause the employee must apply in writing for leave of absence to the employer, as he is entitled to under paragraph (ii) of this subclause, stating the dates and period which he proposes to take paternity leave.
- (2) In addition to the application required under subparagraph (1) of this paragraph the employee must attach a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected or actual date of birth.

(iv) Notice Requirements

- (1) An employee shall produce to the employer the application and certificate referred to in subparagraphs (1) and (2) of paragraph (iii) of this subclause for leave under subparagraph (2) of paragraph (ii) of this subclause at least one week prior to the proposed period of leave.
- (2) An employee shall produce to the employer the application and certificate referred to in subparagraphs (1) and (2) of paragraph (iii) of this subclause for leave under subparagraph (3) of paragraph (ii) of this subclause at least ten weeks prior to the proposed period of leave.
- (3) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice when:
  - (A) the birth occurs earlier than the expected date; or
  - (B) in event of the death of the mother or the child; or
  - (C) there are other compelling circumstances.
- (4) The employee shall immediately notify the employer in writing of any change in the information provided pursuant to paragraph (iii) of this subclause.

- (5) An employee shall give at least 21 days notice in writing to vary paternity leave under paragraph (v) of this subclause. As a consequence of the variation the maximum period of paternity leave shall not exceed the entitlement under paragraph (ii) of this subclause.
- (6) An employee shall give at least four weeks notice in writing prior to the expiration of his period of paternity leave under paragraph (ix) of this subclause. The employer may accept a shorter period of notice in writing, in circumstances the employer considers to be exceptional.

(v) Variation of period of paternity leave

The employee may extend or reduce the period of paternity leave notified under subparagraph (1) of paragraph (iii) of this subclause with the agreement of the employer, in accordance with subparagraph (5) of paragraph (iv) of this subclause.

(vi) Cancellation of paternity leave

- (1) In the event of a miscarriage or stillbirth, paternity leave applied for but not commenced, shall be cancelled.
- (2) Where an employee has commenced paternity leave, in the event of a stillbirth or the death of the baby, paternity leave is cancelled three weeks following that event. The employee may, with the agreement of the employer, resume duty within that three week period.
- (3) If the employee requires further leave, other leave provisions under this award may be accessed by application in writing to the employer.

(vii) Paternity leave and other leave entitlements

- (1) An employee may take any recreation or long service leave to which he is entitled as part of the leave applied for under subparagraph (1) of paragraph (iii) of this subclause concurrently with the period under subparagraph (1) of paragraph (ii) of this subclause or following that period.
- (2) Paid sick leave or other paid authorised award absences, excluding annual leave, shall not be available to an employee during his absence on paternity leave.

(viii) Effect of paternity leave on employment

- (1) Absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any other purpose.

(2) Periods of paid leave during paternity leave absence shall count as service for all purposes.

(ix) Return to work after paternity leave

(1) An employee is required to confirm their intention of returning to work by notice in writing to the employer in accordance with subparagraph (6) of paragraph (iv) of this subclause.

(2) An employee, upon returning to work after paternity leave or the expiration of the notice required by subparagraph (1) of this paragraph, shall be entitled to the position which he held immediately before proceeding on paternity leave. Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee shall be entitled to a position as nearly comparable in status and pay to that of the employee's former position.

(f) Sick Leave

(i) Permanent Employees

A permanent employee is entitled, during a sick leave period, to leave of absence on account of sickness, either on full pay, half pay, or without pay, according to the following scale: -

(1) a permanent employee having not less than 10 years' service -

on full pay, 132 working days; and  
on half pay, 66 working days; and  
without pay, 66 working days;

(2) a permanent employee having not less than 5 years' service but less than 10 years' service -

on full pay, 66 working days; and  
on half pay, 66 working days; and  
without pay, 132 working days;

(3) a permanent employee having less than 5 years' service -

on full pay, 22 working days; and  
on half pay, 44 working days; and  
without pay, 132 working days.

(4) The "sick leave period" in relation to an employee, means the period of 3 years commencing on -

- (A) the day on which the employee first reports for duty, whether on probation or not; or
  - (B) such other day as determined by the employer after taking into account a period of leave where the total period of leave without pay amounts to more than 20 working days in any sick leave year, the whole of that is not service for the purposes of -
    - calculating an employee's entitlement to recreation leave ; and
    - determining the day on which an employee's sick leave entitlement accrues; and
    - determining the day on which an employee is entitled to any salary increment ; or
  - (C) the annual anniversary of a day specified in sub-subparagraphs (A) or (B), as the case requires.
- (5) Leave of absence may be granted to an employee by the employer on an application, in writing, made by or on behalf of that employee.
- (A) Where leave is granted for a period of 3 or more consecutive working days, the third and any subsequent day is without pay unless the leave is supported by the certificate of a legally-qualified medical practitioner.
  - (B) Where, in a sick leave year, an employee has been granted paid leave of absence in respect of an aggregate of 5 working days for which no supporting certificates of a legally-qualified medical practitioner have been given to the employer, any further leave of absence on account of sickness granted is without pay unless the leave is supported by the certificate of a legally-qualified medical practitioner.
- (6) Where a permanent employee was, immediately before becoming a permanent employee, a temporary employee, there shall be credited to that employee at the time of becoming a permanent employee (whether on probation or otherwise) the period of sick leave to which that employee would have been entitled at that time, as if that employee's total continuous service from the date of first reporting for duty as a temporary employee had been service as a permanent employee and the sick leave periods had commenced in accordance with subparagraph (4) of this paragraph.

- (7) Service as a temporary employee shall be deemed to be service for the purpose of subparagraphs (1) to (3) of this paragraph when determining an employee's entitlement under this subclause.
  - (8) The sick leave entitlement under subparagraph (6) of this paragraph shall replace any sick leave entitlement a temporary employee may have had immediately before that employee became a permanent employee.
  - (9) The sick leave entitlement referred to in subparagraph (8) of this paragraph shall apply only to the balance of the current sick leave period calculated in accordance with subparagraph (6) of this paragraph.
  - (10) Where any permanent employee has, as a result of the application of subparagraph (8) of this paragraph
    - (A) at the commencement of any sick leave period, less sick leave entitlement on full pay than that employee had under paragraph (ii) at the time of becoming a permanent employee; and
    - (B) during that sick leave period, used the whole of the sick leave entitlement on full pay -
 

that employee may be granted such further sick leave on full pay as the employer determines to the extent that any part of that employee's previous entitlement under paragraph (ii) of this subclause at the time of becoming a permanent employee would then have remained had that employee not become a permanent employee or until the sick leave entitlement on half pay, reduced as provided by subparagraph (11) of this paragraph, had expired, whichever occurs first.
  - (11) Each working day of the further sick leave on full pay granted in accordance with subparagraph (10) of this paragraph shall be counted as 2 working days' sick leave on half pay against that employee's entitlement under subparagraphs (1) to (3) of this paragraph.
- (ii) Sick leave for Temporary Employees
- (1) A temporary employee who has completed continuous service for 20 working days in the employment of the employer may be granted by the employer, at his/her discretion, leave of absence on account of sickness -
    - (A) for 10 working days, in respect of the first year of that employee's service; and

- (B) a further period of 9 working days for each completed year of service, in respect of the second and each subsequent year of that employee's continuous service -

but any period of leave so granted shall not exceed the authorised period of employment of that employee.

- (2) The provisions of subparagraph (5) of paragraph (i) of this subclause apply to sick leave under this clause.
- (3) A temporary employee, for the purposes of this subclause, does not include a temporary employee who receives a rate of remuneration that excludes the right to any sick leave entitlements.

(iii) Sick leave for certain Temporary Employees

- (1) Subject to this award, a temporary employee -

- (A) who has completed one year's continuous service and who the employer certifies is likely to complete a further 3 years' continuous service; or

- (B) has completed 4 years' continuous service -

is entitled, during any sick leave period, to leave of absence on account of sickness either on full pay, half pay or without pay, according to the scale in subparagraphs (1) to (3) of paragraph (i) of this subclause as if that employee were a permanent employee.

- (2) A temporary employee for the purposes of this subclause does not include a temporary employee who receives a rate of remuneration that excludes the right to any sick leave entitlements.
- (3) The employer may limit the amount of sick leave granted to a temporary employee if that sick leave would extend beyond the authorised period of employment of that employee.
- (4) Subparagraphs (6) to (11) inclusive of paragraph (i) of this subclause, apply to a temporary employee who is entitled to sick leave under subparagraph (1) to (3) of paragraph (i) of this subclause as if that employee became a permanent employee when that employee became entitled to sick leave in accordance with those paragraphs.
- (5) Subparagraph (5) of paragraph (i) of this subclause applies to leave granted under this subparagraph as if the temporary employee were a permanent employee.

(iv) The employer may grant additional sick leave

(1) The employer may, at any time before or after -

- (A) a permanent employee has exhausted the sick leave on full pay to which that employee is entitled under subparagraph (1) to (10) of paragraph (i) of this subclause; or
- (B) a temporary employee has exhausted the sick leave to which that employee is entitled under paragraph (ii) of this subclause ; or
- (C) a temporary employee has exhausted the sick leave to which that employee is entitled under paragraph (iii) of this subclause, grant to that temporary or permanent employee, as the case may be, leave of absence on full pay for a further period not exceeding 22 working days.

(v) Verification of illness

Leave on account of illness shall not be granted to an employee who is suspected of being absent from duty without sufficient cause, and in order to satisfy himself or herself that there was or was not sufficient cause, the employer may direct that employee to undergo a medical examination by a legally-qualified medical practitioner selected by the Commissioner or the employer.

(vi) Parental Leave

Subject to the terms of this clause employees are entitled to maternity, paternity or adoption leave in connection with the birth or adoption of a child. An employee shall not take leave under this clause concurrently with leave by the employee's spouse under the same clause except in the case of leave taken under subparagraph (2) of paragraph (ii) of subclause (a) of this clause and subparagraph (2) of paragraph (ii) of subclause (e) of this clause.

Where two employees share the same entitlements to leave, the total entitlement of both employees shall be no greater than that of an individual entitlement.

Where the word child appears in this subclause it may also be read as children.

## **12. METHOD OF PAYMENT**

All employee earnings including reimbursement of expenses will be paid by direct credit to a maximum of two bank accounts.

### **13. OTHER CONDITIONS OF EMPLOYMENT**

#### (a) Clothing

- (i) Permanent employees deemed by the employer to require protective clothing shall be provided with two sets of clothing as an initial issue, which may be two shirts and two pairs of trousers, or one set of overalls in lieu of one shirt and one pair of trousers, and one cold weather coat, which shall be replaced on a fair wear and tear basis. Employees shall also be provided with one pair of safety footwear on a fair wear and tear basis.

**PROVIDED** that these clothing issues may be varied by the mutual agreement of the employer and employees.

- (ii) It shall be the employee's responsibility to clean and maintain in good condition any clothing and footwear issues.
- (iii) An employee who is, pursuant to this subclause, supplied with protective clothing or wet weather gear, shall wear it in such a way as to achieve the purpose for which it is supplied.
- (iv) An employee supplied with protective clothing or wet weather gear on leaving the service of the employer shall, if required to do so by the employer, return such protective clothing, or wet weather gear which is still in use by him/her immediately prior to his/her leaving.

#### (b) Part - Time And Casual Employees

- (i) Casual Employees:

Casual employees shall be paid in the same ratio that their ordinary weekly hours bear to the ordinary weekly hours of the equivalent full-time employees, multiplied by the normal weekly salary rate.

**PROVIDED** that casual employees shall in addition be paid a loading of 20% to compensate for having no entitlement to payment for Annual leave, sick leave and holidays not worked.

**PROVIDED FURTHER** that casual employees shall be engaged by the hour with a minimum payment of three hours for each day worked.

Clause 11 - Leave And Holidays does not apply to casual employees:

- (ii) Part - Time Employees:  
Part-time employees shall be paid in the same ratio that their ordinary weekly hours bear to the ordinary weekly hours of the equivalent full-time employees, multiplied by the normal weekly salary rate.

(c) Relief Employees

(i) General Conditions

- (1) An employee required to carry out relief work outside his/her usual area of work shall:
  - (A) be paid an allowance for travelling time at ordinary rates, or
  - (B) be allowed to travel during normal working hours.
- (2) The period of travelling time shall be determined by the employer, having regard to the employee's normal area or location of work.
- (3) Where a relief operator is required by the nature of the shifts to commence a new shift roster with only an 8 hour rest period between the end of the last shift worked and the new shift, he/she will be paid time and a half rates for the travelling time to and from work, in accordance with subparagraph (2) of this paragraph.

(ii) Travelling arrangements for Relief Employees

An employee required to carry out relief work outside his/her usual area of work shall be paid a kilometreage allowance for any extra distance travelled to work. The extra distance travelled shall be determined by the employer, having regard to the employee's place of residence and usual area of work.

#### **14. SALARY INCREMENTS**

- (a) An employee occupying a position covered by a classification containing a salary scale providing for annual increments shall, at the completion of each period of twelve months continuous service in that position, be entitled to receive the relevant increment until the maximum salary for that classification is reached.

**PROVIDED** that annual increments for a part-time employee are payable when the employee has completed the number of hours that an equivalent full-time employee would have worked in one year.

- (b) An employee shall not be entitled to an annual increment as prescribed in this clause unless, in the opinion of the employer, the employee's conduct, diligence and efficiency have been satisfactory during the twelve months period preceding the date upon which the increment falls due.

## **15. TRANSLATION**

Positions covered by the North West Regional Water Authority Employees Award No. 1 of 1996 (Consolidated) and No. 2 of 1996 prior to the first full pay period to commence on or after 1 March 1996 will be translated to the relevant classification levels contained in this award in accordance with Annexure 'A' of this award.

James P McAlpine  
**COMMISSIONER**

3 August 2009

**ANNEXURE 'A'**

**OPERATORS - (OPERATIONAL STAFF)**

**Translation to Operational Stream**

		Existing						New
		Award Rate	SSWA Increases					
		Aug-91	Aug-93	Apr-94	Jan-95	Oct-95		
<i>Line 1</i>	<b>Class I</b> Grade 1	\$24,505	\$24,921 1.50%	\$25,295 1.50%	\$25,548 1.00%	\$25,803 1.00%	\$26,085 <b>Level 6</b>	
<i>Line 2</i>	Grade 2	\$24,735	\$25,151	\$25,528	\$25,783	\$26,041	\$26,085	
<i>Line 3</i>	<b>Class II</b> Grade 1	\$24,975	\$25,391	\$25,772	\$26,030	\$26,290	\$28,488 <b>Level 7</b>	
<i>Line 4</i>	Grade 2	\$25,216	\$25,632	\$26,016	\$26,276	\$26,539	\$28,488	

**EXPANATORY NOTES**

Translation is to the next highest salary point within the stream. For example, an existing Class II Grade 2 (line 4) translates to a new Level 7 (line 4).

**TEMPORARY NON-OPERATIONAL EMPLOYEES**

**Translation to Operational Stream**

		Existing					New
		Award Rate	SSWA Increases				
		Aug-91	Aug-93 1.50%	Apr-94 1.50%	Jan-95 1.00%	Oct-95 1.00%	
			or \$8 pw				
<i>Line 1</i>	<b>Class I</b> Grade 1	\$17,216	\$17,632	\$17,896	\$18,075	\$18,256	\$19,596 <b>Level 1</b>
<i>Line 2</i>	Grade 2	\$17,990	\$18,406	\$18,682	\$18,869	\$19,058	\$19,596
<i>Line 3</i>							\$20,077
<i>Line 4</i>	Grade 3	\$19,080	\$19,496	\$19,788	\$19,986	\$20,186	\$20,927
<i>Line 5</i>	<b>Class II</b> Grade 1	\$19,735	\$20,151	\$20,453	\$20,658	\$20,865	\$20,927
<i>Line 6</i>	Grade 2	\$20,135	\$20,551	\$20,859	\$21,068	\$21,279	\$21,841 <b>Level 2</b>
<i>Line 7</i>							\$22,480 <b>Level 3</b>
<i>Line 8</i>							\$23,681 <b>Level 4</b>
<i>Line 9</i>	<b>Class III</b> Grade 1	\$23,244	\$23,660	\$24,015	\$24,255	\$24,498	\$24,883 <b>Level 5</b>
<i>Line 10</i>	<b>Class IV</b> Grade 1	\$23,244	\$23,660	\$24,015	\$24,255	\$24,498	\$24,883
<i>Line 11</i>	<b>Class IV</b> Grade 2	\$23,507	\$23,923	\$24,282	\$24,525	\$24,770	\$24,883

**EXPLANATORY NOTES**

Translation is to the next highest salary point within the stream. For example, an existing Class II Grade 2 (line 6) translates to a new Level 2 (line 6).

**ADMINISTRATIVE AND CLERICAL EMPLOYEES**

**Translation to Administrative and Clerical Stream**

			Existing				New
Award Rate			SSWA Increases				
			Aug-93	Apr-94	Jan-95	Oct-95	
			1.50%	1.50%	1.00%	1.00%	
<i>Line 1</i>	16 years	\$10,671	\$11,087	\$11,253	\$11,366	\$11,480	\$17,673 <b>Level 1</b>
<i>Line 2</i>	17 years	\$12,223	\$12,639	\$12,829	\$12,957	\$13,087	\$17,673
<i>Line 3</i>	18 years	\$14,163	\$14,579	\$14,798	\$14,946	\$15,095	\$17,673
<i>Line 4</i>	19 years	\$16,298	\$16,714	\$16,965	\$17,135	\$17,306	\$17,673
<i>Line 5</i>							\$18,875
<i>Line 6</i>	20 years	\$18,044	\$18,460	\$18,737	\$18,924	\$19,113	\$20,077
<i>Line 7</i>	<b>Class I</b> 21 years	\$19,402	\$19,818	\$20,115	\$20,316	\$20,519	\$21,279
<i>Line 8</i>	2nd year	\$19,904	\$20,320	\$20,625	\$20,831	\$21,039	\$21,279
<i>Line 9</i>	3rd year	\$20,400	\$20,816	\$21,128	\$21,339	\$21,552	\$22,480 <b>Level 2</b>
<i>Line 10</i>	4th year	\$20,911	\$21,327	\$21,647	\$21,863	\$22,082	\$22,480
<i>Line 11</i>	5th year	\$21,440	\$21,856	\$22,184	\$22,406	\$22,630	\$23,681
<i>Line 12</i>	6th year	\$21,951	\$22,367	\$22,703	\$22,930	\$23,159	\$23,683
<i>Line 13</i>	7th year	\$22,519	\$22,935	\$23,279	\$23,512	\$23,747	\$24,883
<i>Line 14</i>	<b>Class II</b> 1st year	\$23,356	\$23,772	\$24,129	\$24,370	\$24,614	\$24,883
<i>Line 15</i>	2nd year	\$24,082	\$24,498	\$24,865	\$25,114	\$25,365	\$26,085 <b>Level 3</b>
<i>Line 16</i>	3rd year	\$24,797	\$25,213	\$25,591	\$25,847	\$26,105	\$26,686
<i>Line 17</i>	<b>Class III</b> 1st year	\$25,517	\$25,933	\$26,322	\$26,585	\$26,851	\$27,286
<i>Line 18</i>	2nd year	\$26,236	\$26,652	\$27,052	\$27,323	\$27,596	\$27,887
<i>Line 19</i>	<b>Class IV</b> 1st year	\$26,944	\$27,360	\$27,770	\$28,048	\$28,328	\$28,488
<i>Line 20</i>	2nd year	\$27,656	\$28,072	\$28,493	\$28,778	\$29,066	\$29,713 <b>Level 4</b>
<i>Line 21</i>	<b>Class V</b> 1st year	\$28,216	\$28,639	\$29,069	\$29,360	\$29,654	\$29,713
<i>Line 22</i>	2nd year	\$28,844	\$29,277	\$29,716	\$30,013	\$30,313	\$30,331
<i>Line 23</i>	<b>Class VI</b> 1st year	\$29,441	\$29,883	\$30,331	\$30,634	\$30,940	\$30,951
<i>Line 24</i>							\$31,570
<i>Line 25</i>	2nd year	\$30,043	\$30,494	\$30,951	\$31,261	\$31,574	\$32,179
<i>Line 26</i>	3rd year	\$30,640	\$31,100	\$31,567	\$31,883	\$32,202	\$33,428 <b>Level 5</b>
<i>Line 27</i>	<b>Class VII</b> 1st year	\$31,246	\$31,715	\$32,191	\$32,513	\$32,838	\$33,428
<i>Line 28</i>	2nd year	\$32,001	\$32,481	\$32,968	\$33,298	\$33,631	\$34,047
<i>Line 29</i>	3rd year	\$32,748	\$33,239	\$33,738	\$34,075	\$34,416	\$34,665

Line 30	<b>Class VIII</b>	1st year	\$33,496	\$33,998	\$34,508	\$34,853	\$35,202	\$35,904	<b>Level 6</b>
Line 31		2nd year	\$34,101	\$34,613	\$35,132	\$35,483	\$35,838	\$35,904	
Line 32								\$36,523	
Line 33		3rd year	\$34,853	\$35,376	\$35,907	\$36,266	\$36,629	\$37,142	
Line 34	<b>Class IX</b>	1st year	\$35,450	\$35,982	\$36,522	\$36,887	\$37,256	\$38,380	<b>Level 7</b>
Line 35		2nd year	\$36,210	\$36,753	\$37,304	\$37,677	\$38,054	\$38,380	
Line 36		3rd year	\$36,955	\$37,509	\$38,072	\$38,453	\$38,838	\$39,617	
Line 37	<b>Class X</b>	1st year	\$37,705	\$38,271	\$38,845	\$39,233	\$39,625	\$40,857	
Line 38		2nd year	\$38,455	\$39,032	\$39,617	\$40,013	\$40,413	\$40,857	
Line 39	<b>Class XI</b>	1st year	\$39,281	\$39,870	\$40,468	\$40,873	\$41,282	\$43,332	<b>Level 8</b>
Line 40		2nd year	\$40,110	\$40,712	\$41,323	\$41,736	\$42,153	\$42,153	
Line 41	<b>Class XII</b>	1st year	\$40,930	\$41,544	\$42,167	\$42,589	\$43,015	\$43,015	
Line 42		2nd year	\$41,756	\$42,382	\$43,018	\$43,448	\$43,882	\$44,570	
Line 43	<b>Class XIII</b>		\$43,419	\$44,070	\$44,731	\$45,178	\$45,630	\$45,808	
Line 44	<b>Class XIV</b>		\$45,064	\$45,740	\$46,426	\$46,890	\$47,359	\$48,280	<b>Level 9</b>
Line 45	<b>Class XV</b>		\$46,869	\$47,572	\$48,286	\$48,769	\$49,257	\$49,521	
Line 46								\$51,998	<b>Level 10</b>
Line 47								\$54,475	<b>Level 11</b>
Line 48								\$58,189	<b>Level 12</b>

## EXPLANATORY NOTES

Translation is to the next highest salary point within the stream. For example, an existing Class VI third year (line 26) translates to a new Level 5 first increment (line 26).

An employee who has completed twelve months service on the maximum salary rate prescribed for Level 1 shall progress to Level 2, subject to the employer being satisfied that the employee's overall performance has justified the progression.

Persons employed in positions on lines 14, 19, 23 and 25 translate to the next highest salary point. Such persons will progress to the top of the new level, ie in the case of line 14 - new Level 3; line 19 - new Level 4; lines 21 and 23 - new Level 5 respectively.

**KEYBOARD & OFFICE ASSISTANTS**

**Translation to Administrative and Clerical Stream**

		Existing					New
		Award Rate	SSWA Increases				
		Aug-91	Aug-93	Apr-94	Jan-95	Oct-95	
			1.50%	1.50%	1.00%	1.00%	
			or \$8 pw				
<i>Line 1</i>	16 years	\$10,467	\$10,883	\$11,046	\$11,156	\$11,268	\$17,673 <b>Level 1</b>
<i>Line 2</i>	17 years	\$11,989	\$12,405	\$12,591	\$12,717	\$12,844	\$17,673
<i>Line 3</i>	18 years	\$13,892	\$14,308	\$14,523	\$14,668	\$14,815	\$17,673
<i>Line 4</i>	19 years	\$15,985	\$16,401	\$16,647	\$16,813	\$16,981	\$17,673
<i>Line 5</i>	20 years	\$17,698	\$18,114	\$18,386	\$18,570	\$18,756	\$18,875
<i>Line 6</i>							\$20,077
<i>Line 7</i>	<b>Class I</b> 21 years	\$19,030	\$19,446	\$19,738	\$19,935	\$20,134	\$21,279
<i>Line 8</i>	Grade 2	\$19,281	\$19,697	\$19,992	\$20,192	\$20,394	\$21,279
<i>Line 9</i>	Grade 3	\$19,531	\$19,947	\$20,246	\$20,448	\$20,652	\$21,279

**EXPLANATORY NOTES**

Translation is to the next highest salary point within the stream. For example, an existing Keyboard Employee or Office Assistant Class I Grade 2 (line 8) translates to the new Level 1, 4th year of service (line 8).

An employee who has completed twelve months service on the maximum salary rate prescribed for Level 1 shall progress to Level 2, subject to the employer being satisfied that the employee's overall performance has justified the progression.

**SUPERVISORS - FIELD MAINTENANCE & SYSTEMS EMPLOYEES**

**Translation to Technical Stream**

		Existing					New
		Award Rate	SSWA Increases				
		Aug-91	Aug-93	Apr-94	Jan-95	Oct-95	
<i>Line 1</i>			1.50%	1.50%	1.00%	1.00%	\$26,085 <b>Level 2</b>
<i>Line 2</i>			or \$8 pw				\$27,286
<i>Line 3</i>							\$28,488
<i>Line 4</i>	<b>Class I</b> Grade 1	\$27,901	\$28,320	\$28,745	\$29,032	\$29,322	\$29,713
<i>Line 5</i>	Grade 2	\$28,503	\$28,931	\$29,365	\$29,659	\$29,956	\$30,951
<i>Line 6</i>	<b>Class II</b> Grade 1	\$29,028	\$29,463	\$29,905	\$30,204	\$30,506	\$30,951
<i>Line 7</i>	Grade 2	\$29,631	\$30,075	\$30,526	\$30,831	\$31,139	\$32,179 <b>Level 3</b>
<i>Line 8</i>	<b>Class III</b> Grade 1	\$30,152	\$30,604	\$31,063	\$31,374	\$31,688	\$32,179
<i>Line 9</i>	Grade 2	\$30,755	\$31,216	\$31,684	\$32,001	\$32,321	\$33,428
<i>Line 10</i>	<b>Class IV</b> Grade 1	\$31,283	\$31,752	\$32,228	\$32,550	\$32,876	\$33,428
<i>Line 11</i>	Grade 2	\$31,882	\$32,360	\$32,845	\$33,173	\$33,505	\$34,666
<i>Line 12</i>	<b>Class V</b> Grade 1	\$32,413	\$32,899	\$33,392	\$33,726	\$34,063	\$34,666
<i>Line 13</i>	Grade 2	\$33,000	\$33,495	\$33,997	\$34,337	\$34,680	\$35,904 <b>Level 4</b>
<i>Line 14</i>	<b>Class VI</b> Grade 1	\$33,537	\$34,040	\$34,551	\$34,897	\$35,246	\$35,904
<i>Line 15</i>	Grade 2	\$34,133	\$34,645	\$35,165	\$35,517	\$35,872	\$35,904
<i>Line 16</i>	<b>Class VII</b> Grade 1	\$34,659	\$35,179	\$35,707	\$36,064	\$36,425	\$37,142
<i>Line 17</i>	Grade 2	\$35,255	\$35,784	\$36,321	\$36,684	\$37,051	\$37,142
<i>Line 18</i>							\$38,380
<i>Line 19</i>							\$42,095 <b>Level 5</b>
<i>Line 20</i>							\$44,570 <b>Level 6</b>

**EXPLANATORY NOTES**

Translation is to the next highest salary point within the stream. For example, an existing Class IV Grade 1 (line 10) translates to a new Level 3 second increment (line 10).

In the case of employees translated from the top of the existing Class II Grade 2 (line 7) to the bottom of the new Level 3 (line 7) there will be no progression in the new Level 3 unless the employee's position description satisfies the requirements of the classification standards for the new Level 3.

In the case of employees translated from the top of the existing Class V Grade 2 (line 13) to the bottom of the new Level 4 (line 13) there will be no progression in the new Level 4 unless the employee's position description satisfies the requirements of the classification standards for the new Level 4.

## PROFESSIONAL ENGINEERS

### Translation to Professional Stream

		Existing					New
		Award Rate	SSWA Increases				
		Aug-91	Aug-93	Apr-94	Jan-95	Oct-95	
<i>Line 1</i>	<b>Class I</b> 1st year	\$24,488	\$24,904	\$25,278	\$25,531	\$25,786	\$27,286 <b>Level 1</b>
<i>Line 2</i>	2nd year	\$25,400	\$25,816	\$26,203	\$26,465	\$26,730	\$27,286
<i>Line 3</i>	3rd year	\$26,846	\$27,262	\$27,671	\$27,948	\$28,227	\$29,095
<i>Line 4</i>	4th year	\$28,535	\$28,963	\$29,397	\$29,691	\$29,988	\$30,950
<i>Line 5</i>	5th year	\$30,511	\$30,969	\$31,434	\$31,748	\$32,065	\$32,809
<i>Line 6</i>	6th year	\$32,502	\$32,990	\$33,485	\$33,820	\$34,158	\$34,665
<i>Line 7</i>	<b>Class II</b> 1st year	\$34,379	\$34,895	\$35,418	\$35,772	\$36,130	\$36,522
<i>Line 8</i>							\$38,380
<i>Line 9</i>	2nd year	\$37,287	\$37,846	\$38,414	\$38,798	\$39,186	\$40,236
<i>Line 10</i>	3rd year	\$37,695	\$38,260	\$38,834	\$39,222	\$39,614	\$40,236
<i>Line 11</i>	<b>Class III</b> 1st year	\$39,987	\$40,587	\$41,196	\$41,608	\$42,024	\$42,095 <b>Level 2</b>
<i>Line 12</i>							\$43,951
<i>Line 13</i>	2nd year	\$41,892	\$42,520	\$43,158	\$43,590	\$44,026	\$45,808
<i>Line 14</i>	3rd year	\$43,794	\$44,451	\$45,118	\$45,569	\$46,025	\$48,284 <b>Level 3</b>
<i>Line 15</i>	<b>Class IV</b> 1st year	\$45,700	\$46,386	\$47,082	\$47,553	\$48,029	\$48,284
<i>Line 16</i>	2nd year	\$47,094	\$47,800	\$48,517	\$49,002	\$49,492	\$50,761
<i>Line 17</i>	3rd year	\$48,492	\$49,219	\$49,957	\$50,457	\$50,962	\$51,998
<i>Line 18</i>	<b>Class V</b> 1st year	\$50,394	\$51,150	\$51,917	\$52,436	\$52,960	\$54,474 <b>Level 4</b>
<i>Line 19</i>	2nd year	\$51,982	\$52,762	\$53,553	\$54,089	\$54,630	\$56,331
<i>Line 20</i>	3rd year	\$53,568	\$54,372	\$55,188	\$55,740	\$56,297	\$56,331
<i>Line 21</i>							\$58,189
<i>Line 22</i>	<b>Class VI</b> 1st year	\$56,740	\$57,591	\$58,455	\$59,040	\$59,630	\$63,141 <b>Level 5</b>
<i>Line 23</i>	2nd year	\$59,278	\$60,167	\$61,070	\$61,681	\$62,298	\$63,141
<i>Line 24</i>	3rd year	\$62,451	\$63,388	\$64,339	\$64,982	\$65,632	
<i>Line 25</i>	4th year	\$65,624	\$66,608	\$67,607	\$68,283	\$68,966	

**EXPLANATORY NOTES**

Translation is to the next highest salary point within the stream. For example, an existing Class III 1<sup>st</sup> year (line 12) translates to a new Level 2, 1st year (line 12).

In the case of employees translated from the top of the existing Class III 3rd year of service (line 14) to the bottom of the new Level 3 (line 14) there will be no progression in the new Level 3 unless the employee's position description satisfies the requirements of the classification standards for the new Level 3.