

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

PRINTING AUTHORITY OF TASMANIA AWARD

ORDER -

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

AMEND THE **PRINTING AUTHORITY OF TASMANIA AWARD** BY DELETING ALL CLAUSES CONTAINED THEREIN AND INSERTING IN LIEU THEREOF THE FOLLOWING; AND THE AWARD IS CONSOLIDATED:

1. TITLE

This award is to be known as the "Printing Authority of Tasmania Award".

2. SCOPE

This award is to apply to the Printing Authority of Tasmania in respect of all employees occupying positions for whom classifications appear in this award.

3. ARRANGEMENT

<u>SUBJECT MATTER</u>	<u>CLAUSE NO</u>	<u>PAGE NO.</u>
Title	1	2
Scope	2	2
Arrangement	3	2
Date of Operation	4	3
Supersession	5	3
Award Interest	6	4
Definitions	7	4
Salaries	8	6
Supported Wage System	9	28

PART I – CONSULTATION AND DISPUTES RESOLUTION PROCEDURE

Consultation and Communication Framework	10	31
Dispute Resolution Procedure	11	31

PART II – PAYMENT OF SALARIES, ALLOWANCES AND RELATED MATTERS

Payment of Wages	12	33
Pay Slips	13	33
First Aid Certificate Allowance	14	33
Higher Duties Allowances	15	34
Salary Sacrifice	16	34

PART III – WORKING HOURS

Flexible Working Hours	17	35
Call-Back	18	36
Overtime	19	36
Shift Work	20	38

PART IV – CONDITIONS OF EMPLOYMENT

Contract of Employment	21	39
Termination of Employment	22	40
Abandonment of Employment	23	41
Redundancy Payments	24	41

PART V – TRAINING AND SKILLS DEVELOPMENT

Training	25	43
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PART VI – LEAVE PROVISIONS

Annual Leave	26	44
Carer's Leave	27	45
Parental Leave	28	46
Bereavement Leave	29	56
Special Leave	30	56
Sick Leave	31	56
Study Leave	32	58
Jury Service	33	59
Leave Without Pay	34	59
Defence Leave	35	60
Statutory Holidays	36	60
Union Training	37	60

PART VII – OTHER

Payment/Reimbursement of Expenses	38	61
Protective Clothing and Uniforms	39	61
Right of Entry	40	61

4. DATE OF OPERATION

This award is to take effect from the first full pay period or commence on or after 1 August 2009.

5. SUPERSESSION

This award supersedes the Printing Authority of Tasmania Award No 2 of 2007 (Consolidated).

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

6. AWARD INTEREST

- (a) The employee organisations having, under Section 63(10) of the Act, an interest in this award are:
- (i) The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union; and
 - (ii) The Community and Public Sector Union (State Public Services Federation Tasmania) Inc.
- (b) The Award is binding upon:
- (i) The Printing Authority of Tasmania;
 - (ii) All employees (whether members of a Registered Organisation or not) for whom classifications appear in this award.

7. DEFINITIONS

- (a) General Definitions

'Act' means the *Industrial Relations Act 1984*.

'Authority' means the Printing Authority of Tasmania as constituted under the *Printing Authority of Tasmania Act 1994*.

'Board' means the Chairperson and Directors of the Printing Authority of Tasmania Board of Management.

'Commission' means the Tasmanian Industrial Commission.

'CEO' means the Chief Executive Officer, or delegated officer, of the Printing Authority of Tasmania.

'Day work' means work (other than overtime work) performed by an employee between the hours of 7.30 am and 4.30 pm, Monday to Friday.

'Delegated officer' means an employee delegated by the CEO to act on the CEO's behalf.

'Employer' means the Printing Authority of Tasmania.

'Mutual agreement' means agreement between the Authority and employee(s).

'Officer' means a person holding an office in, or is employed by the Union or branch of the Union.

'Partner' means the interpretation as contained in *The Relationship Act 2003* and its amendments.

'Union' means The Community and Public Sector Union (State Public Services Federation Tasmania) Inc or The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union.

'Working day' means a period of 7.6 hours worked on any day from Monday to Friday inclusive.

'Work place' means a place of work occupied by the employer where work to which this Award applies is being carried out.

(b) Classification Standard Definitions

'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 work section.

'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 instruction 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 limited 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.

8. SALARIES

An employee, on appointment or promotion to a position classified under this Award, is to be paid the minimum salary for that position unless, in the opinion of the Authority, the qualifications and practical experience of the employee justify a higher salary being paid.

(A) CLERICAL STREAM

Level 1	29485
	30787
	32143
Level 2	33550
	37459
	38396
Level 3	41004
	41847
Level 4	45074
	46088
	47092
Level 5	48097
	48910
	49919
Level 6	50720
	52713
	54699
	55794
	56891

Classification standards

Level 1	28305
	29607
	30963
	32370

No qualifications are prescribed, however Australian Qualifications Framework Level I or recognised equivalent in a relevant field will be highly regarded.

(a) Responsibilities

To work individually and as part of the team, perform routine work generally by specific direction and operate under direct and/or routine supervision. The Level 1 shall exercise duty of care in relation to Occupational Health and Safety, and comply with defined policies, the code of conduct and procedures.

(b) Key Roles

- Processing, verifying and reconciling routine data and information based on established guidelines and instructions, written or verbal.
- Providing clerical support to administrative operations to achieve specifications and timelines.
- Producing standard, routine reports and documents.
- Contributing to improvement in quality and efficiency by providing guidance and support to other team members, identifying areas of waste and resolving opportunities to improve performance.
- Performing routine maintenance for relevant resources.

(c) Internal Relationships

Responsible to the Manager, however close liaison with team members and other personnel will occur both through meetings and on a regular informal basis in matters of joint responsibility.

(d) Knowledge and Experience

- To acquire the required knowledge and skills to effectively undertake the relevant work.
- To coordinate routine tasks to ensure efficient workflow.

Level 2

36279
37216

No qualifications are prescribed, however Australian Qualifications Framework Level II or recognised equivalent in a relevant field will be highly regarded.

(a) Responsibilities

To work individually and as part of the team, and achieve set outcomes and operate under routine supervision. The Level 2 shall exercise duty of care in relation to Occupational Health and Safety, and comply with defined policies, the code of conduct and procedures.

(b) Key Roles

- Processing and preparing, verifying and reconciling routine and occasional non-routine data and information based on established guidelines and instructions, written or verbal.

- Providing administrative support to senior and other staff.
- Producing routine and non-routine reports and documents.
- Contributing to improvement in quality and efficiency by providing guidance and support to other team members, identifying areas of waste and resolving opportunities to improve performance.
- Performing routine maintenance for relevant resources.

(c) Internal Relationships

Responsible to the Manager, however close liaison with team members and other personnel will occur both through meetings and on a regular informal basis in matters of joint responsibility.

(d) Knowledge and Experience

- To effectively and efficiently achieve administration outcomes to defined standards and apply procedures associated with the roles.
- To provide professional support to associated work groups.
- To be responsible for completion of tasks to ensure efficient workflow.
- To possess good communication skills, sound clerical experience and knowledge of established work practices.
- To act flexibly to identify and resolve risks and problems.

Level 3

39824
40667

No qualifications are prescribed, however administration training to Australian Qualifications Framework Level III or recognised equivalent will be highly regarded.

(a) Responsibilities

To work individually and as part of the team, and undertake specialist functions and operate under general supervision and direction. The Level 3 shall exercise duty of care in relation to Occupational Health and Safety, and comply with defined policies, the code of conduct and procedures.

(b) Key Roles

- Processing and preparing, verifying and reconciling routine and non-routine data and information based on established procedures and practices.
- Exercise limited discretion in providing administrative support to senior staff.
- Producing routine and non-routine reports and documents.
- Contributing to improvement in quality and efficiency by providing guidance and support to other team members, identifying areas of waste and resolving opportunities to improve performance.
- Performing routine maintenance for relevant resources.

(c) Internal Relationships

Responsible to the Manager, however close liaison with team members and other personnel will occur both through meetings and on a regular informal basis in matters of joint responsibility.

(d) Knowledge and Experience

- To effectively and efficiently achieve administration outcomes to defined standards and apply procedures associated with the roles.
- To provide professional support and, where necessary, supervision to associated work groups.
- To be responsible for completion of tasks to ensure efficient workflow.
- To possess high-level communication skills, sound clerical experience and a comprehensive knowledge of relevant procedures.
- To act flexibly to identify and resolve risks and problems.

Level 4

43894
44908
45912

No qualifications are prescribed, however appropriate Australian Qualifications Framework Level IV qualifications with limited practical experience and/or several years of satisfactory and relevant experience providing a recognised equivalent will be highly regarded.

(a) Responsibilities

To work individually and as part of the team, and undertake clerical and administrative work of a value having an effect on the efficient operation of a

work unit, and operate under general supervision and direction requiring initiative and the exercise of discretion. The Level 4 shall exercise duty of care in relation to Occupational Health and Safety, and comply with defined policies, the code of conduct and procedures.

(b) Key Roles

- Processing and preparing, verifying and reconciling routine and non-routine data and information based on established procedures and practices.
- Analysing and reporting the key performance information necessary to support decision making at all levels.
- Supporting teams to apply techniques, information and processes to day-to-day operations.
- Providing back-up/supervision to other administration positions.
- Contributing to improvement in quality and efficiency by providing guidance and support to other team members, identifying areas of waste and resolving opportunities to improve performance.

(c) Internal Relationships

Responsible to the Manager, however close liaison with team members and other personnel will occur both through meetings and on a regular informal basis in matters of joint responsibility.

(d) Knowledge and Experience

- To effectively and efficiently achieve administration outcomes to defined standards and apply procedures associated with the roles.
- To provide professional support and supervision to associated work groups.
- To be responsible for completion of jobs to ensure efficient workflow.
- To possess high-level communication and problem-solving skills and ability and experience in staff supervision.
- To act flexibly to identify and resolve risks and problems.

Level 5

46917
47730
48739
49540

No qualifications are prescribed, however appropriate Australian Qualifications Framework Level V qualifications with limited practical experience and/or several years of satisfactory and relevant experience providing a recognised equivalent will be highly regarded. Positions require a high degree of proficiency in the use of established administrative or managerial skills.

(a) Responsibilities

To work individually and as supervisor and part of the team, apply administrative and management skills and operate under general supervision. Interpretation of policy and guidelines is a feature and functions are undertaken with general or limited supervision. Direction is limited to specific changes in policy and procedure and discretion in application of processes and parameters, with regard to associated risk is made. The Level 5 shall exercise duty of care in relation to Occupational Health and Safety, and comply with defined policies, the code of conduct and procedures.

(b) Key Roles

- Managing the operations of a specific business function or program.
- Processing, verifying and finalising associated documentation.
- Producing operational and management reports.
- Identifying and controlling business risk.
- Responding to and resolving customer, supplier and staff queries.
- Supporting other administrative operations.

(c) Internal Relationships

Responsible to the Manager, however close liaison with team members and other personnel will occur both through meetings and on a regular informal basis in matters of joint responsibility.

(d) Knowledge and Experience

- To effectively research, evaluate and formulate information.
- To effectively manage resources.
- To solve complex policy and operational problems.
- To be responsible for completion of jobs to ensure efficient workflow.
- To identify and resolve issues.

Level 6

51533
53519
54614
55711

Minimum requirement is an Australian Qualifications Framework Level VII or extensive experience providing a recognised equivalent will be highly regarded.

(a) Responsibilities

Whilst directly responsible to the Chief Executive Officer, and a member of the Executive Management Team, the Level 6 shall be self-managing in the performance of specialist/complex functions within the framework of management and operational procedures, policies, guidelines and plans, using as necessary a high degree of technical or professional skill and judgement. The Level 6 shall exercise duty of care in relation to Occupational Health and Safety, and comply with defined policies, the code of conduct and procedures.

(b) Key Roles

- Managing the Business Unit to ensure that Business Plan outcomes are achieved.
- Providing regular reports to ensure business success factors and risks are being professionally managed in compliance with best practice and legislative requirements.
- Participating in the management of the business to ensure coordination of work effort, efficient workflow, identification and resolution of risks and problems.
- Participating in the development, implementation and review of strategic and operational plans.
- Managing resource allocation and supervising employees to achieve Business Unit and organisational goals.
- Developing an increased awareness of the importance of performance and risk management within the Business Unit by ensuring that the management review process is implemented, performance is reviewed and improvements are implemented.
- Exercising judgement and initiative consistent with the possession of high-level knowledge in the relevant area.
- Liaising with the industry to gather information to support business improvement in the market.

(c) Internal Relationships

Responsible to the Chief Executive Officer, however close liaison with team members and other personnel will occur both through meetings and on a regular informal basis in matters of joint responsibility.

(d) Knowledge and Experience

A high level and contemporary knowledge of:

- The Printing Industry, its processes and standards.
- Quality and Risk management.
- Market oriented approach to business.
- Business Planning.

(B) PRODUCTION STREAM

ASSISTANT

Level 1	28154
Level 2	29687
Level 3	31220
Level 4	32752

OPERATOR

Level 1	34283
Level 2	35818
Level 3	37349
Level 4	38882

SPECIALIST 40433

TEAM LEADER 41988

TECHNICAL SPECIALIST 45099

MANAGER 48210

Classification standards

ASSISTANT

Employees shall only advance through the levels by achieving prescribed performance levels

Level 1

28154

A Level 1 Assistant understands and undertakes procedures including the ability to recognise basic quality deviations/faults.

(a) Responsibilities

To work individually and as part of the team, apply recognised basic industry skills and operate under direct and continuous supervision. The Level 1 Assistant shall exercise duty of care in relation to Occupational Health and Safety, and comply with defined policies, the code of conduct and procedures.

(b) Key Roles

- Supporting production of value added product on a range of basic equipment to meet customer and production specifications.
- Assisting production by performing work of a basic, repetitive nature.
- Recording tasks and materials to ensure full cost recovery and future efficiencies in repeat work.
- Contributing to improvement in quality and efficiency by providing guidance and support to other team members, identifying areas of waste and contributing to resolving opportunities to improve performance.
- Performing routine maintenance of relevant equipment.

(c) Internal Relationships

Responsible to the Manager, however close liaison with team members and other personnel will occur both through meetings and on a regular informal basis in matters of joint responsibility.

(d) Knowledge and Experience

- To solve routine production problems in producing high quality output meeting the client specifications.
- To provide support to, and work effectively within, a team environment and across all areas.
- To act flexibly to identify and resolve risks and problems.

Level 2

29687

A Level 2 Assistant shall have achieved all the essential competencies required for the relevant tasks through not less than 6 months structured training.

(a) Responsibilities

To work individually and as part of the team, apply recognised industry skills and operate under direct and continuous supervision. The Level 2 Assistant shall exercise duty of care in relation to Occupational Health and Safety, and comply with defined policies, the code of conduct and procedures.

(b) Key Roles

- Supporting production of value added product on a range of basic equipment to meet customer and production specifications.
- Assisting production by performing work of a basic, repetitive nature.
- Recording tasks and materials to ensure full cost recovery and future efficiencies in repeat work.
- Contributing to improvement in quality and efficiency by providing guidance and support to other team members, identifying areas of waste and contributing to resolving opportunities to improve performance.
- Performing routine maintenance of relevant equipment.

(c) Internal Relationships

Responsible to the Manager, however close liaison with team members and other personnel will occur both through meetings and on a regular informal basis in matters of joint responsibility.

(d) Knowledge and Experience

- To solve routine production problems in producing high quality output meeting the client specifications.
- To provide support to, and work effectively within, a team environment and across all areas.
- To act flexibly to identify and resolve risks and problems.

Level 3

31220

A Level 3 Assistant shall have achieved all the essential competencies required for the relevant tasks through not less than 12 months structured training or shall possess an appropriate certificate of competency issued by a recognised authority.

(a) Responsibilities

To work individually and as part of the team, apply recognised industry skills and operate under direct and continuous supervision. The Level 3 Assistant

shall exercise duty of care in relation to Occupational Health and Safety, and comply with defined policies, the code of conduct and procedures.

(b) Key Roles

- Supporting production of value added product on a range of basic equipment to meet customer and production specifications.
- Organising tasks and preparing materials to support the efficient utilisation of equipment and achievement of quality specification and timelines.
- Recording tasks and materials to ensure full cost recovery and future efficiencies in repeat work.
- Contributing to improvement in quality and efficiency by providing guidance and support to other team members, identifying areas of waste and contributing to resolving opportunities to improve performance.
- Performing routine maintenance of relevant equipment.

(c) Internal Relationships

Responsible to the Manager, however close liaison with team members and other personnel will occur both through meetings and on a regular informal basis in matters of joint responsibility.

(d) Knowledge and Experience

- To solve routine production problems in producing high quality output meeting the client specifications.
- To organise tasks to ensure efficient workflow.
- To provide support to, and work effectively within, a team environment and across all areas.
- To act flexibly to identify and resolve risks and problems.

Level 4

32752

A Level 4 Assistant shall have achieved all the essential competencies required for the relevant tasks through not less than 12 months structured training or shall possess an appropriate certificate of competency issued by a recognised authority.

(a) Responsibilities

To work individually and as part of the team, apply recognised industry skills and operate under direct supervision. The Level 4 Assistant shall exercise duty

of care in relation to Occupational Health and Safety, and comply with defined policies, the code of conduct and procedures.

(b) Key Roles

- Supporting production of value added product on a range of basic equipment to meet customer and production specifications.
- Organising tasks and assisting with organising jobs and associated materials to support the efficient utilisation of equipment and achievement of quality specification and timelines.
- Recording tasks and materials to ensure full cost recovery and future efficiencies in repeat work.
- Contributing to improvement in quality and efficiency by providing guidance and support to other team members, identifying areas of waste and contributing to resolving opportunities to improve performance.
- Performing routine maintenance of relevant equipment.

(c) Internal Relationships

Responsible to the Manager, however close liaison with team members and other personnel will occur both through meetings and on a regular informal basis in matters of joint responsibility.

(d) Knowledge and Experience

- To solve routine production problems in producing high quality output meeting the client specifications.
- To organise tasks to ensure efficient workflow.
- To provide support to, and work effectively within, a team environment and across all areas.
- To act flexibly to identify and resolve risks and problems.

OPERATOR

Employees shall only advance through the levels by achieving prescribed performance levels

Level 1

34283

A Level 1 Operator shall possess Australian Qualifications Framework Level III or equivalent recognised industry skills.

(a) Responsibilities

To work individually and as part of the team, apply recognised industry skills and operate under direct and continuous supervision. The Level 1 Operator shall exercise duty of care in relation to Occupational Health and Safety, and comply with defined policies, the code of conduct and procedures.

(b) Key Roles

- Producing routine and repetitive text and graphics design and layout, intermediate product and digital/print output using a wide range of resources and inputs that meet customer and production specifications.
- Assist with planning and scheduling tasks to ensure efficient operations and delivery by deadline.
- Maintaining data integrity and security.
- Contributing to improvement in quality and efficiency by providing guidance and support to other team members, identifying areas of waste and resolving opportunities to improve performance.
- Performing routine maintenance for relevant resources.

(c) Internal Relationships

- Responsible to the Manager, however close liaison with team members and other personnel will occur both through meetings and on a regular informal basis in matters of joint responsibility.
- Limited in relation to routine queries.

(d) External Relationships

Occasional in relation to routine queries.

(e) Knowledge and Experience

- To solve routine and repetitive problems in producing high quality output that meets client and production specifications.
- To implement tasks provided to ensure constant workflow and monitor effectiveness of output.
- To provide support to, and work effectively within, a team environment and across all areas.
- To effectively transfer knowledge across all areas and to customers.

- To act flexibly to identify and resolve risks and problems.

Level 2

35818

A Level 2 Operator shall possess Australian Qualifications Framework Level III or equivalent recognised industry skills.

(a) Responsibilities

To work individually and as part of the team, apply recognised industry skills and operate under routine supervision. The Level 2 Operator shall exercise duty of care in relation to Occupational Health and Safety, and comply with defined policies, the code of conduct and procedures.

(b) Key Roles

- Producing routine text and graphics design and layout, intermediate product and digital/print output using a wide range of resources and inputs that meet customer and production specifications.
- Planning and scheduling tasks to ensure efficient operations and delivery by deadline.
- Advising customers on routine layout and production options, resolving problems and modifying jobs to reflect customer requirements.
- Maintaining data integrity and security.
- Contributing to improvement in quality and efficiency by providing guidance and support to other team members, identifying areas of waste and resolving opportunities to improve performance.
- Performing routine maintenance for relevant resources.

(c) Internal Relationships

- Responsible to the Manager, however close liaison with team members and other personnel will occur both through meetings and on a regular informal basis in matters of joint responsibility.
- Frequent in relation to routine queries.

(d) External Relationships

As required in relation to routine queries.

(e) Knowledge and Experience

- To solve routine problems in producing high quality output that meets client and production specifications.
- To plan routine tasks to ensure constant workflow and monitor effectiveness of output.
- To provide support to, and work effectively within, a team environment and across all areas.
- To effectively transfer knowledge across all areas and to customers.
- To act flexibly to identify and resolve risks and problems.

Level 3

37349

A Level 3 Operator shall possess Australian Qualifications Framework Level III or equivalent recognised industry skills.

(a) Responsibilities

To work individually and as part of the team, apply recognised industry skills and operate under general supervision with occasional specific direction, guidance and advice. The Level 3 Operator shall exercise duty of care in relation to Occupational Health and Safety, and comply with defined policies, the code of conduct and procedures.

(b) Key Roles

- Producing routine and occasional non-routine text and graphics design and layout, intermediate product and digital/print output using a wide range of resources and inputs that meet customer and production specifications OR processing and preparing routine quotations/estimates, work tickets, correspondence and reports.
- Planning and scheduling tasks to ensure efficient operations and delivery by deadline.
- Advising customers on routine and occasional non-routine layout and production options, resolving problems and modifying jobs to reflect customer requirements.
- Maintaining data integrity and security.
- Contributing to improvement in quality and efficiency by providing guidance and support to other team members, identifying areas of waste and resolving opportunities to improve performance.
- Performing routine and specialised maintenance for relevant resources.

(c) Internal Relationships

- Responsible to the Manager, however close liaison with team members and other personnel will occur both through meetings and on a regular informal basis in matters of joint responsibility.
- Frequent in relation to routine queries.

(d) External Relationships

As required in relation to routine queries.

(e) Knowledge and Experience

- To solve routine and occasional non-routine problems in producing high quality output that meets client and production specifications.
- To plan routine and occasional non-routine tasks to ensure constant workflow and monitor effectiveness of output.
- To provide support to, and work effectively within, a team environment and across all areas.
- To effectively transfer knowledge across all areas and to customers.
- To act flexibly to identify and resolve risks and problems.

Level 4

38882

A Level 4 Operator shall possess Australian Qualifications Framework Level III or equivalent recognised industry skills.

(a) Responsibilities

To work individually and as part of the team, apply recognised industry skills, operate under limited supervision, approve own work and check other operator's work. The Level 4 Operator shall exercise duty of care in relation to Occupational Health and Safety, and comply with defined policies, the code of conduct and procedures.

(b) Key Roles

- Regularly producing both routine and non-routine text and graphics design and layout, intermediate product and digital/print output using a wide range of resources and inputs that meet customer and production specifications OR effectively and efficiently achieving target sales outcomes by responding to customer queries and requests for quotations/estimates and identifying value adding options to solve any problems.

- Planning and scheduling tasks to ensure efficient operations and delivery by deadline.
- Advising customers on both routine and non-routine layout and production options, resolving problems and modifying jobs to reflect customer requirements.
- Maintaining data integrity and security.
- Contributing to improvement in quality and efficiency by providing guidance and support to other team members, identifying areas of waste and resolving opportunities to improve performance.
- Performing routine and specialised maintenance for relevant resources.

(c) Internal Relationships

- Responsible to the Manager, however close liaison with team members and other personnel will occur both through meetings and on a regular informal basis in matters of joint responsibility.
- Frequent in relation to routine queries.

(d) External Relationships

As required in relation to routine and non-routine queries.

(e) Knowledge and Experience

- To solve both routine and non-routine problems in producing high quality output that meets client and production specifications.
- To plan jobs to ensure constant workflow and monitor effectiveness of output.
- To provide support to, and work effectively within, a team environment and across all areas.
- To effectively transfer knowledge across all areas and to customers.
- To act flexibly to identify and resolve risks and problems.

SPECIALIST

40433

Employees shall be appointed to this level or higher only where a vacancy occurs.

A Specialist shall possess Australian Qualifications Framework Level III or equivalent recognised industry skills.

(a) Responsibilities

To work individually and as part of the team, apply technical and self-management skills and operate under limited supervision. The Specialist shall exercise duty of care in relation to Occupational Health and Safety, and comply with defined policies, the code of conduct and procedures.

(b) Key Roles

- Regularly producing both complex and non-routine text and graphics design and layout, intermediate product and digital/print output using a wide range of resources and inputs that meet customer and production specifications OR effectively and efficiently achieving target sales outcomes by actively seeking business opportunities and responding to customer queries and requests for quotations/estimates and identifying value adding options to solve any problems.
- Planning and scheduling jobs and workloads in conjunction with senior staff in the area to ensure efficient operations and delivery by deadline.
- Advising customers on options, resolving problems and modifying jobs to reflect customer requirements.
- Maintaining data integrity and security.
- Contributing to improvement in quality and efficiency by providing guidance and support to other team members, identifying areas of waste and resolving opportunities to improve performance.
- Performing routine and specialised maintenance for relevant resources.

(c) Internal Relationships

- Responsible to the Manager, however close liaison with team members and other personnel will occur both through meetings and on a regular informal basis in matters of joint responsibility.
- Frequent in relation to complex and non-routine queries.

(d) External Relationships

Frequent in relation to routine and non-routine queries.

(e) Knowledge and Experience

- To solve complex technical design and layout problems in producing high quality output that meets client and production specifications.

- To plan workflows and monitor effectiveness of output.
- To provide support to, and work effectively within, a team environment and across all areas.
- To effectively transfer knowledge across all areas and to customers.
- To act flexibly to identify and resolve risks and problems.

TEAM LEADER

41988

A Team Leader shall possess Australian Qualifications Framework Level III or equivalent recognised industry skills.

(a) Responsibilities

To work individually and as part of the team, apply technical and self-management skills and operate under limited supervision. The Team Leader shall exercise duty of care in relation to Occupational Health and Safety, and comply with defined policies, the code of conduct and procedures.

(b) Key Roles

- Regularly producing both complex and non-routine text and graphics design and layout, intermediate product and digital/print output using a wide range of resources and inputs that meet customer and production specifications.
- Planning and scheduling jobs and workloads for the area to ensure efficient operations and delivery by deadline.
- Advising customers on options, resolving problems and modifying jobs to reflect customer requirements.
- Maintaining data integrity and security.
- Contributing to improvement in quality and efficiency by providing guidance and supervision to other team members, identifying areas of waste and resolving opportunities to improve performance.
- Performing routine and specialised maintenance for relevant resources.

(c) Internal Relationships

- Responsible to the Manager, however close liaison with team members and other personnel will occur both through meetings and on a regular informal basis in matters of joint responsibility.

- Frequent in relation to complex and non-routine queries.
- (d) External Relationships
- Frequent in relation to routine and non-routine queries.
- (e) Knowledge and Experience
- To solve complex technical design and layout problems in producing high quality output that meets client and production specifications.
 - To plan workflows and monitor effectiveness of output.
 - To provide support to, and work effectively within, a team environment and across all areas.
 - To effectively transfer knowledge across all areas and to customers.
 - To act flexibly to identify and resolve risks and problems.

TECHNICAL SPECIALIST

45099

A Technical Specialist shall possess Australian Qualifications Framework Level IV or equivalent recognised industry skills.

(a) Responsibilities

To work individually and as part of the team, apply technical and self-management skills and operate under limited supervision. The Technical Specialist shall exercise duty of care in relation to Occupational Health and Safety, and comply with defined policies, the code of conduct and procedures.

(b) Key Roles

- Regularly producing the most complex and non-routine text and graphics design and layout, intermediate product and digital/print output using a wide range of resources and inputs that meet customer and production specifications OR effectively and efficiently achieving target sales outcomes by actively marketing to identified segments, seeking business opportunities and responding to customer queries and requests for quotations/estimates and identifying value adding options to solve any problems.
- Planning and scheduling jobs to ensure efficient operations and delivery by deadline.
- Advising customers on options, resolving problems and modifying jobs to reflect customer requirements.

- Maintaining data integrity and security.
- Contributing to improvement in quality and efficiency by providing guidance and supervision to other team members, identifying areas of waste and resolving opportunities to improve performance.
- Performing routine and specialised maintenance for relevant resources.

(c) Internal Relationships

- Responsible to the Manager, however close liaison with team members and other personnel will occur both through meetings and on a regular informal basis in matters of joint responsibility.
- Frequent in relation to complex and non-routine queries.

(d) External Relationships

Frequent in relation to routine and non-routine queries.

(e) Knowledge and Experience

- To solve complex technical design and layout problems in producing high quality output that meets client and production specifications.
- To plan workflows and monitor effectiveness of output.
- To provide support to, and work effectively within, a team environment and across all areas.
- To effectively transfer knowledge across all areas and to customers.
- To act flexibly to identify and resolve risks and problems.

MANAGER

48210

A Manager shall possess Australian Qualifications Framework Level IV or equivalent recognised industry skills.

(a) Responsibilities

To work as part of the management team, apply technical and self-management skills and operate under limited supervision. The Manager shall exercise duty of care in relation to Occupational Health and Safety, and comply with defined policies, the code of conduct and procedures.

(b) Key Roles

- Managing production output within the relevant work area using a wide range of resources and inputs that meet customer and production specifications.
- Managing costs of production and revenue recovery to the profitable performance of the Authority.
- Planning and scheduling jobs and managing workflows in conjunction with scheduling staff to ensure efficient operations and delivery by deadline.
- Advising customers on options, resolving critical problems and modifying jobs to reflect customer requirements, including identifying options to better meet market needs.
- Preparing budgets for relevant area, particularly human resource and technical requirement budgets and managing those budgets.
- Managing improvement in quality and efficiency by analysing performance and providing training, guidance and problem solving support to team members, identifying areas of waste and resolving opportunities to improve performance.
- Managing routine and specialised maintenance for relevant resources.

(c) Internal Relationships

- Responsible to the Production Executive, however close liaison with team members and other personnel will occur both through meetings and on a regular informal basis in matters of joint responsibility.
- Frequent in relation to all queries.

(d) External Relationships

Frequent in relation to all queries.

(e) Knowledge and Experience

- To manage production of high quality output that meets client and production specifications.
- To plan work programs to ensure constant workflow and monitor effectiveness of output.
- To provide support to, and work effectively within, a team environment and across all areas.
- To effectively transfer knowledge across all areas and to customers.

- To act flexibly to identify and resolve risks and problems.

(C) APPRENTICES

Adult Apprentices		Apprentices	
1st Year	\$28209	1st Year	\$17029
2nd Year	\$29930	2nd Year	\$21328
3rd Year	\$31650	3rd Year	\$25287
4th Year	\$34400	4th Year	\$30100

9. SUPPORTED WAGE SYSTEM

(a) Eligibility Criteria

- (i) Subject to this clause the Authority may engage employees at a supported wage rate (as set out in subclause (c) of this clause) who meet the impairment criteria for receipt of a Disability Support Pension and who, because of their disability, are unable to perform the range of duties to the competence level normally required for the class of work for which they are engaged.
- (ii) This clause does not apply to:
 - (1) Any existing employee who has a claim against the Authority which is subject to the provisions of workers' compensation legislation; or
 - (2) Any provision of this award relating to the rehabilitation of employees who are injured in the course of their current employment.

(b) For the purposes of this clause:

'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 under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

(c) Supported Wage System

Employees to whom this clause applies are to 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 (subclause (d))	Percentage 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 is not less than \$71 per week.

(d) Assessment of Capacity

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

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

(e) Lodgement of Assessment Instrument

- (i) All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, are to be lodged by the Authority with the Registrar of the Tasmanian Industrial Commission.
- (ii) All assessment instruments are to 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 is to be referred by the Registrar of the Tasmanian

Industrial Commission to the union by certified mail and is to take effect unless an objection is notified to the Registrar of the Tasmanian Industrial Commission within 10 working days.

(f) Review of Assessment

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

(g) Other Terms and Conditions of Employment

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

(h) Workplace Adjustment

If the Authority wishes to employ a person under this clause it is to take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

(i) Trial Period

- (i) In order for an adequate assessment of the employee's capacity to be made, the Authority may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (ii) During that trial period the assessment of capacity is to be undertaken and the proposed wage rate for a continuing employment relationship is to be determined in accordance with subclauses (d) and (e).
- (iii) The minimum amount payable to the employee during the trial period is to be no less than \$71 per week or such greater amount as is agreed from time to time between the parties.
- (iv) Work trials should include induction or training as appropriate to the job being trialled.
- (v) Where the Authority and the employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment is to be entered into based on the outcome of assessment under subclause (c) hereof.

PART I – CONSULTATION AND DISPUTES RESOLUTION PROCEDURE

10. CONSULTATION AND COMMUNICATION FRAMEWORK

The parties to this award have established a joint consultative committee with representation from management, employees and on-site unions. Its purpose is to consult and negotiate on matters affecting the efficiency, effectiveness and productivity of the Authority. This ensures that all employees are informed and consulted about matters and issues affecting them during the development and implementation of this award.

11. DISPUTE RESOLUTION PROCEDURE

(a) Settlement Procedure

- (i) Every effort is to be made to amicably and effectively settle workplace disputes by direct negotiation and consultation between the parties according to the following procedure;
- (ii) Should any matter arise which gives cause for concern to an employee(s), the employee(s) is to raise the matter with the immediate supervisor;
- (iii) If the matter remains unresolved it is to be referred to, in the case of a union member, the union delegate who is to consult with the appropriate representative of management and, in the case of a non-union member, the appropriate representative of management;
- (iv) Where the matter still remains unresolved, it is to be referred to, in the case of a union member, the Branch Secretary of the Union (or representative) who will discuss the problem with senior representatives of management and, in the case of a non union member, senior representatives of management;
- (v) In the event the matter cannot be resolved at the workplace as per the procedural steps indicated, it is to be referred to the Commission for resolution either by conciliation in the first instance or arbitration. Any arbitrated decision of the Commission is to be accepted as final by all the parties to the dispute.

(b) Conditional Requirements

The procedure is conditional upon the following:

- (i) The parties must at all times confer in good faith and without undue delay;
- (ii) Except in the case of a bona fide safety dispute, work must continue normally whilst this procedure is being followed.

(c) Existing Rights

Nothing in this Dispute Resolution Procedure is to be construed as prejudicing the existing rights of any party.

PART II – PAYMENT OF SALARIES, ALLOWANCES AND RELATED MATTERS

12. PAYMENT OF WAGES

(a) Timing and Method of Payment

Payment of wages is to be made fortnightly on every second Wednesday by cheque or electronic funds transfer (EFT) as determined by the Authority. An employee may nominate in writing the financial institution and account number into which EFT payments can be made.

(b) Statutory Holidays

When a statutory holiday falls on a normal payday, wages are to be paid by the last working day prior to the statutory holiday.

(c) Deductions

An employee may authorise the Authority in writing to make wage or salary deductions and pay them to the appropriate lawful institutions.

13. PAY SLIPS

The Authority must issue a written pay slip within one day of each pay day and it must contain the following particulars:

- The name and employment classification of each employee.
- The date of payment and the period to which it relates.
- The gross and net amounts of payment.
- Where applicable, the amount of allowances paid.
- Any deductions, their purpose and details of the fund or account into which the deduction(s) is paid.
- The amount of any superannuation contribution made on behalf of the employee during the pay period and the name of the fund to which the payment is made.

14. FIRST AID CERTIFICATE ALLOWANCE

An employee holding a current St. John Ambulance First Aid Certificate, or a certificate deemed by the Authority to be equivalent thereto, who is nominated and required by the Authority to perform first aid duty, is to be paid an allowance of \$450.00 per annum. The amount of this allowance is to be reviewed by the first day of January each year.

15. HIGHER DUTIES ALLOWANCES

A higher duties allowance is payable where an employee is directed to perform the duties of a higher position for a minimum of 10 consecutive working days. The allowance shall be calculated at the rate of the full difference in salary rates.

The allowance shall continue to be payable during periods of leave, other than long service leave, provided that the performance of the higher duties continues immediately after the leave period.

16 SALARY SACRIFICE

An employee covered by this Agreement may elect to sacrifice a proportion of their award salary to a complying superannuation fund of their choice, as defined in the *Public Sector Superannuation Reform Act 1999*, subject to compliance with any Tasmanian or Commonwealth Government directive and legislation.

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

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

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

PART III – WORKING HOURS

17. FLEXIBLE WORKING HOURS

All flexible working hours arrangements are to be designed to ensure that sufficient staff members are present to maintain the business of each section and, especially, to maintain an appropriate level of service to clients.

(a) Flexible Hours Arrangements

The ordinary hours of work are to be an average of 76 hours per fortnight. Other than for shift workers, the ordinary hours of work may be worked on any one day or all of the days of the week, Monday to Friday, and are to be worked continuously each day except for a meal break, between 7.30 am and 4.30 pm.

PROVIDED that the spread of ordinary hours of work may be altered with the agreement of the majority of employees at the plant or work section or work sections, as the case may be, to be worked beyond 7.6 hours per day and up to 12 hours per day between 6.00 am and 6.30 pm subject to the Authority's Occupational Health and Safety policy and general work guidelines.

Unpaid meal breaks of not less than 30 minutes and not more than 60 minutes are to be taken during the ordinary hours of work provided that a meal break must be taken after five (5) hours except, where necessary and by mutual agreement, the period without a meal break may be extended up to but not exceed seven (7) hours. Further, where such circumstances occur, the Authority shall monitor prevailing Occupational Health and Safety issues pertaining to the well being of the employee and, where appropriate, allow or require that employee to be rotated in order to affect a break from the equipment.

An employee may accrue credits or debits of ordinary hours of work up to a maximum of thirty-eight (38) hours (pro-rata for part time employees) provided that those credits or debits are taken off or made up in a mutually agreeable period. No payment for excess hours shall be made and any excess time shall be forfeited. No payment in lieu of accrued hours shall be made on cessation of employment.

PROVIDED that the CEO may approve a credit in excess of thirty-eight hours where such employee was refused time off in lieu and hence exceeded the maximum limit specified above due to a specific direction from his/her Manager to the employee to work certain hours.

(b) Notice of Alteration of Working Hours

The daily working hours of each day work employee, including the meal periods, are to be determined by the Authority provided that the Authority is to only alter the usual daily working hours of any employee by mutual agreement.

18. CALL BACK

'Call back' means when an employee is called back to perform work out of normal work hours without prior notification.

(a) Payment

All time worked on a call back is to be paid for at double the ordinary hourly rate of pay, with a minimum of three hours payment.

Where an employee is called back and, prior to commencing work, is informed by the Authority that their services are not required, and the employee has:

- left their place of residence - the employee is to be paid as if work had commenced;
- not left their place of residence - the employee is to be paid one-hour ordinary pay.

Where subsequent calls occur during the first call back period, no extra payment is to be made until the time actually worked exceeds three hours. Payment for all calls outside the first minimum payment spread is to be calculated at the appropriate overtime rate for actual time worked. Time reasonably spent in travelling to and from work is to be regarded as time worked.

(b) Benefits not Payable

When an employee is notified during a weekend of a requirement to work overtime prior to the normal commencing time on the first working day following the weekend, and the overtime work:

- does not exceed 30 minutes; or
- is continuous with the commencement of the employee's working time,

the employee is not to receive the benefits of subclause (a) of this clause.

19. OVERTIME

The Authority may require any employee to work reasonable overtime at overtime rates and such employee is to work overtime in accordance with such requirements.

(a) Payment and Time in Lieu of Payment

Where an employee is required to work overtime, the following rates are payable:

- time and one half is payable for the first three hours;

- double time payment for all time worked thereafter;
- double time payment for all time worked on Saturdays and Sundays; and
- double time and one half for all time worked on statutory holidays.

By mutual agreement, equivalent overtime hours may be taken in lieu, (or a combination of overtime hours in lieu and overtime payment) may be taken.

Payment for overtime is to be calculated at the employee's normal salary rate.

(b) Notice to Work Overtime

Notice to work overtime will be given as soon as possible and, in any case not later than 3.30 pm on the day overtime is to be worked. If notice to work overtime is given later than 3.30 pm, double time will be paid in lieu of the applicable overtime rate and meal allowance.

(c) Inability to Work Overtime

The employer must not insist upon the working of overtime where an employee provides the CEO with good reason for not being able or free to work. No employee is to be dismissed or in any way prejudiced in employment by reason of a failure to work overtime where a satisfactory reason(s) has been provided.

(d) Rest Period After Overtime

Where overtime work is necessary it must, whenever reasonably practical, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.

PROVIDED that where employees who work so much overtime that they are unable to take the required break prior to them commencing their normal working hours are to be released without loss of pay until they have had eight consecutive hours off duty and

PROVIDED FURTHER that, if directed, to return to work without the required break they are to be paid at double their normal rate until they have taken the required break.

(e) Meal Breaks and Allowances

An unpaid meal break of not less than 30 minutes and not more than 60 minutes must be taken after five hours from the last meal break unless varied by mutual agreement, according to work conditions.

An employee who is required to work overtime for not less than 1.5 hours before, or to remain on duty for not less than 1.5 hours after the normal hours of duty, is to be paid a meal allowance of \$15.40. The amount of this allowance is to be reviewed by the first day of January each year.

PROVIDED that where an employee who is required to work overtime on a Saturday, Sunday or Statutory holiday, and has been given prior notice on the previous day or earlier, the employee is not entitled to payment of a meal allowance.

20. SHIFT WORK

Shift work is the carrying on of work with consecutive shifts of employees that may extend to 24 hours of each of five consecutive days. A shift roster shall specify the commencing and finishing times of ordinary working hours of the respective shifts for the employee.

An employee regularly rostered for duty on morning or afternoon shifts is to be paid an allowance of 15 percent more than the ordinary salary rate for such shifts and for night shifts an allowance of 30 percent more than the ordinary salary rate.

PROVIDED that for all time worked in excess of or outside the ordinary working hours on a rostered shift overtime rates as prescribed in subclause 18(a) shall apply in lieu of the above allowance.

'Morning shift' means a rostered shift terminating after midday and at or before 3.00 pm.

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

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

PART IV – CONDITIONS OF EMPLOYMENT

All employees under this award must comply with all policies and procedures in place within the Authority.

21. CONTRACT OF EMPLOYMENT

The Authority may direct an employee to carry out duties in any area of the business provided that such duties are within the limits of the employee's skill, competence and training.

(a) Full Time Employment

'Full time employee' means a person engaged to work for the full ordinary hours prescribed on an ongoing basis.

A full time employee is to be employed by the fortnight.

(b) Part Time Employment

'Part time employee' means a person other than a full time or casual employee engaged to work regularly in each pay period for less hours than an equivalently classified full time employee.

An employee may be engaged to work on a part time basis for a constant number of hours less than those of an equivalent full time employee. Part time employees are to be paid an hourly rate of one thirty-eighth of the appropriate full time weekly salary rate prescribed by this award for the work performed.

An employee engaged on a part time basis is entitled to payment for paid leave approved in accordance with this award at a rate proportionate to the fortnightly hours worked.

(c) Casual Employment

'Casual employee' means a person engaged to work on an irregular basis, as and when required, but does not include any person employed on a temporary, part or full time basis.

A casual employee is a person engaged and paid by the hour with a minimum of three hours pay for each day worked. However, where work practices require it, these conditions can be varied by agreement between the union and the Authority.

A casual employee is to be paid one thirty-eighth of the appropriate full time weekly salary rate prescribed by this award for each hour of work performed. In addition a casual employee is to receive a loading of 25 percent of the ordinary rate for each hour worked. The loading is paid in lieu of annual leave, statutory holidays, sick leave and carer's leave.

Where the hours worked by a casual employee in any given pay fortnight exceed 76 hours that employee is to be entitled to payment at the appropriate overtime rates.

(d) Temporary Employment

'Temporary employee' means a person who is employed for a specific period or for a specific project with a stated termination date.

A temporary employee may be engaged to relieve a full time or part time employee for specific periods of leave or to perform specific duties for a fixed period determined by the Authority.

(e) Apprentices

The Authority may engage employees under a contract of training as per the *Vocational Educational and Training Act 1994* (as amended).

22. TERMINATION OF EMPLOYMENT

- (a) The period of notice is required to be given in writing either by the Authority or the employee and is to be, except for casual or temporary employees, according to the following schedule, unless mutually agreed by the CEO and the employee to be otherwise:

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
Not more than 1 Year:	At least 7 consecutive days
More than 1 year but not more than 3 years:	At least 14 consecutive days
More than 3 years but not more than 5 years:	At least 21 consecutive days
More than 5 years:	At least 28 consecutive days.

The period of notice is to be increased by seven consecutive days, if given by the Authority, provided that the employee is over 45 years of age and has completed at least two years continuous service with the Authority.

Nothing in this clause is to prevent the forfeiture by the employee of an equivalent amount of salary as the case may be, where the required notice in writing is not given.

- (b) Casual employees may be terminated by the giving of not less than one hour's notice.
- (c) Temporary employees may be terminated by the giving of at least seven consecutive days notice in writing by either party.
- (d) An employee who, having given or been given notice and without reasonable cause (proof of which shall lie with the employee), is absent from work during such period of notice shall be deemed to have abandoned employment and shall not be entitled to payment for any work done during such period.
- (e) The employment of an employee may be terminated by the Authority for misconduct justifying instant dismissal without liability to pay for more than the time and entitlements actually worked and accrued.

23. ABANDONMENT OF EMPLOYMENT

Where an employee is absent from work for a continuous period exceeding three working days without the Authority's consent and without notification to the Authority, the Authority is to regard it as *prima facie* evidence that the employee has abandoned his employment.

PROVIDED that the employee must have a period of 14 days from the date of the first unauthorised absence to establish to the satisfaction of the CEO that the absence was for a reasonable cause. If the absence is found to be acceptable the employee is to be paid from the employee's available leave credits.

If the absence is not found to be acceptable the employee is to be deemed to have abandoned employment but will be entitled to be paid for any time spent on duty during that period of 14 days. The date of termination is to be the last day of duty.

24. REDUNDANCY PAYMENTS

- (a) Where the Authority deems that a position/s has become surplus to requirements because of changed circumstances within the section or department either through the introduction of technology or structural change, the Authority must hold discussions with the employees affected who may consult with their relevant union if they so desire.

- (b) Prior to any position being declared redundant, the Authority will examine every avenue in an effort to avoid redundancy, including relocation and retraining.
- (c) In the event of the redundancy/s not being avoidable, the employee/s affected is/are to receive a redundancy payment.

Any redundancy payment is to be calculated according to the following formula:

\$6300 plus four weeks pay in lieu of notice plus two weeks pay for each completed year of service up to a maximum payment of 48 weeks. An uncompleted year of service shall be included and paid on a pro-rata basis.

PART V – TRAINING AND SKILLS DEVELOPMENT

25. TRAINING

(a) Career Path

Training is to be structured to meet the requirements of the Authority to expand the skills and capabilities of its employees. Appropriate training and development opportunities will be provided to positively assist the Authority realise its corporate goals and assist individuals to realise their development needs.

(b) External Training

Employees planning to undertake further relevant external training should discuss the matter with their manager. Where approval is given by the Authority in writing, reimbursement of part or all of the costs associated with the training will be considered. Any leave taken is to be subject to the Study Leave provisions of this award.

(c) Recording of Qualifications

The Authority is to ensure that all current qualifications/certificates of employees obtained by way of approved training are recorded on the skills audit database.

PART VI – LEAVE PROVISIONS

26. ANNUAL LEAVE

(a) Entitlement

Every employee covered by this Award shall, each full working year, accrue 152 working hours, exclusive of statutory holidays.

Part-time employees are to accrue annual leave on a pro rata basis.

(b) Taking of Leave

All employees are to be able to take annual leave on an annual basis.

PROVIDED that if it is not possible to grant annual leave in any year due to the requirements of the Authority or for any other reason including mutual agreement, the CEO must permit leave to be taken by the employee in the subsequent leave year in conjunction with annual leave entitlements accrued for that subsequent leave year or in a mutually agreeable arrangement during such subsequent leave year.

PROVIDED FURTHER that the number of days of accrued annual leave at the end of each leave year must not exceed a total of two annual leave year entitlements.

(c) Effect of Injury or Illness Whilst on Annual Leave

Where an employee is injured or becomes ill whilst on annual leave, the Authority shall credit the employee's annual leave by the period of working time that the employee was incapacitated and deduct the same number of working hours from the employee's sick leave.

PROVIDED that the employee submits an application in writing accompanied by a certificate from a registered medical practitioner.

(d) Payment in Advance

An employee, prior to the commencement of annual leave, is to be, on written application, paid the salary in advance which would normally be paid for such period had the employee been at work and payment is to be paid on the last working day prior to the commencement of such leave.

(e) Recall from Annual Leave

Where an employee has proceeded on annual leave and is recalled to work, that employee is to be recredited with 7.6 hours annual leave for each day or part day the employee is required to be at work. The employee is to be entitled to utilise such recredited hours in addition to that unused portion of approved annual leave

(which the employee would have taken but for the return to work) immediately following the period of recall. The employee may also elect to take the balance of unused leave and recredited hours at a later date.

Each recall is to be considered on its merits and fair and reasonable expenses may be reimbursed.

(f) Effect of Lawful Termination or Death of Employee

Where an employee's employment is terminated through resignation, retirement or lawful dismissal such employee is to be paid accrued annual leave.

(g) Close Down of Operations

The Authority reserves the right to close down complete work areas or sections of work areas to allow annual leave to be taken by all or the majority of employees.

Where leave has been booked and approved in advance or for any other acceptable reason the Authority is to arrange for the transfer of affected staff to another section for the period of the close down.

At least one month's notice of the proposed dates of any close down is to be given to the employees concerned.

27. CARER'S LEAVE

(a) Paid Carer's Leave

- (i) In accordance with this subclause, an employee is entitled to use up to a maximum of 38 working hours per annum of any sick leave entitlement for absences to provide care and support for either members of their immediate family or household who need their care and support when they are ill. This leave may be taken for part of a single day.
- (ii) If required the employee must establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person.
- (iii) The entitlement to use sick leave in accordance with this subclause is subject to the person being either a member of the employee's immediate family or a member of the employee's household.
- (iv) Where practical the employee must give the Authority notice prior to the absence of the intention to take leave, the name of the person requiring care and the person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practical to give prior notice of absence, the employee shall notify the Authority of such absence at the first opportunity on the day of absence.

(v) In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave for the same person.

(b) Unpaid Carer's Leave

An employee may elect, with the consent of the Authority, to take unpaid leave for the purpose of providing care to a family or household member who is ill.

(c) Grievance Process

The dispute settlement procedure of the Printing Authority of Tasmania Award applies to a dispute about the effect or operation of this clause.

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

- (i) spouse (including partner, a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and
- (ii) child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including foster parent, stepparent and legal guardian), grandparent, grandchild or sibling of the employee or spouse of the employee.

28. PARENTAL LEAVE

Parental Leave is to apply to those employees who have responsibilities in relation to their dependent children and require unpaid Maternity, Paternity or Adoption leave to meet those responsibilities without prejudicing their long-term employment arrangements and entitlements.

For the purpose of this clause:

'Employee' is to include a part-time employee but not an employee engaged as a casual.

'Adoption leave' means unpaid leave available to employees for a period of 52 weeks for the purpose of adopting a child.

'Maternity leave' means unpaid leave available to female employees for a period of up to 52 weeks for the purposes of confinement and caring for an infant child or children.

'Paternity leave' means unpaid leave available to male employees for up to 52 weeks who become fathers of a newborn child or children, to assist their spouse in caring for the infant child or children.

'Child' for the purposes of maternity or paternity leave, means the child of an employee under the age of one year. (Where multiple births occur, the singular word 'child' refers equally to the plural word 'children').

'Child' for the purposes of adoption leave means a person under the age of 5 years who is placed with an employee for the purposes of adoption. This does not mean a child or stepchild of the employee or spouse, or a child who has previously lived continuously with the employee for a period of 6 months or more.

'Spouse' includes partner and a de-facto or former spouse.

'Male employee' means an employed male who is caring for a child born of his spouse or a child placed with him for adoption purposes.

'Female employee' means an employed female who is pregnant or is caring for a child born to her or a child who has been placed with her for adoption purposes.

'Former position' means the position held by an employee immediately prior to commencing leave or part-time employment under this subclause.

'Continuous service' means service under an unbroken contract of employment and includes:

- any period of leave taken in accordance with this clause;
- any period of part-time employment worked in accordance with this clause;
- any other period of leave or absence authorised by the award or the employer.

'Primary care giver' means a person who assumes the principal role of providing care and attention to a child.

(a) Paternity Leave

(i) Nature

Paternity leave is unpaid leave.

(ii) Eligibility

A male employee is to be, upon production to the Authority of the required certificate, entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (1) an unbroken period of up to one week at the time of confinement of his spouse;

- (2) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse and shall not be taken concurrently with that maternity leave.

The employee must have had at least 12 months continuous service with the Authority immediately preceding the date upon which he proceeds upon either period of leave.

(iii) Certification

At the time specified in this clause the employee must produce:

- (1) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;
- (2) in relation to any period to be taken under paragraph (ii)(2), a statutory declaration stating:
 - he will take that period of paternity leave to become the primary care-giver of the child;
 - particulars of any period of any maternity leave sought or taken by his spouse; and
 - for a period of paternity leave he will not engage in any conduct inconsistent with his employment.

(iv) Notice Requirements

The employee must, not less than 10 weeks prior to each proposed period of leave, give the Authority notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the required certificate and statutory declaration.

The employee will not be in breach of this subclause as a consequence of failure to give the notice if such failure is due to:

- the birth occurring earlier than the expected date; or
- the death of the mother or the child; or
- other compelling circumstances.

The employee is to immediately notify the Authority of any changes to his application for paternity leave.

(v) Variation

The period of paternity leave may be varied once only by the employee.

PROVIDED that 14 days notice in writing is provided and the maximum period of paternity leave does not exceed 52 weeks.

The period of paternity leave may be varied again only by agreement between the employer and the employee.

(vi) Cancellation

Where paternity leave, has been applied for but not commenced, it is to be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

(vii) Other Leave Entitlements

PROVIDED the aggregate of maternity and paternity leave does not exceed 52 weeks, an employee may, in lieu of or in conjunction with paternity leave, utilise any annual leave or long service credits to which he is entitled. Paid sick leave or other paid authorised award absences are not to be available during paternity leave.

(viii) Continuity of Service

Absence on paternity leave will not break an employee's continuity of service nor will it be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(ix) Return to Work

The employee must confirm his intention of returning to work by notice in writing not less than four weeks prior to the expiration of his leave.

The employee upon returning to work is entitled to the position he held immediately prior to proceeding on leave. Where the position no longer exists but there are other positions available for which the employee is qualified and is capable of performing, he is entitled to a position which is the same in status and salary as that of his former position.

(x) Termination of Employment

An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this award.

Without limiting the right of the Authority to terminate employment as per the requirements of this award, the Authority must not terminate an employee on the grounds of his absence on paternity leave.

(xi) Replacement Employees

A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.

Before the Authority engages a replacement employee such employee must be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

Where an employee is temporarily promoted or transferred to replace an employee on paternity leave such employee must be informed of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

Nothing in this part is to be construed as requiring the Authority to engage a replacement employee.

(b) Adoption Leave

(i) Nature

Adoption leave is unpaid leave.

(ii) Eligibility

An employee is to be, upon production to the Authority of the required documentation, entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks in the following circumstances:

- (1) an unbroken period of up to three weeks at the time of the placement of the child;
- (2) an unbroken period of up to 52 weeks from the time of the child's placement in order to be the primary care-giver of the child. This leave must not extend beyond one year after the placement of the child and is not to be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. This entitlement of 52 weeks is to be reduced by:
 - any period of leave taken pursuant to (1) hereof;
 - the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.

The employee must have had at least 12 months continuous service with the Authority immediately preceding the date upon which such employee proceeds upon either period of leave.

(iii) Certification

- (1) Before taking adoption leave the employee must provide to the Authority:
 - a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
 - a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.
- (2) In relation to any period to be taken under (ii)(2), a statutory declaration stating:
 - the employee is seeking adoption leave to become the primary care-giver of the child;
 - particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - for the period of leave the employee will not engage in any conduct inconsistent with his or her employment.

(iv) Notice Requirements

The employee must, upon receipt of approval for adoption from the appropriate government authority, give the Authority notice in writing of the approval and within two months of such approval further notify the Authority of the period or periods of adoption leave the employee proposes to take. Where a relative is being adopted, the employee is to notify the Authority in writing of the decision to take the child into custody pending an application for an adoption order and likewise is to give notification within two months of the period or periods of adoption leave the employee proposes to take.

When the presumed date of placement of the child is known, the employee is to give notice in writing within 14 calendar days of the proposed date of commencement of any period of leave to be taken under (ii)(1).

An employee is to provide notice in writing at least 10 weeks prior to the proposed date of commencing leave under (ii)(2) specifying the date of commencement and the amount of leave to be taken.

The employee is not to be in breach of this subclause as a consequence of failure to give the notice if such failure is due to:

- the requirement of an employment agency to accept earlier or later placement of a child; or

- the death of the spouse; or
- other compelling circumstances.

(v) Variation

The period of adoption leave may be varied once only by the employee, provided that 14 days notice in writing is provided and the maximum period of adoption leave does not exceed 52 weeks.

The period of adoption leave may be varied again only by agreement between the employer and the employee.

(vi) Cancellation

The Authority is to cancel adoption leave where:

- leave has been applied for but not commenced and the placement of the child does not proceed.
- the placement of a child for adoption with an employee does not continue. The employee in this case is to notify the Authority who, within four weeks of notification, must nominate a time for the employee's return to work;

(vii) Special Leave

The Authority is to grant up to two days unpaid leave to allow an employee to attend any compulsory interviews or examinations which are required as part of the adoption procedure.

Where paid leave is available to the employee, the employer may require such leave to be taken in lieu of special leave.

(viii) Other Leave Entitlements

Provided the aggregate of leave does not exceed 52 weeks, an employee may, in lieu of or in conjunction with adoption leave, utilise any annual leave or long service credits to which he or she is entitled. Paid sick leave or other paid authorised award absences are not available during adoption leave.

(ix) Continuity of Service

Absence on adoption leave is not to break an employee's continuity of service, nor is it to be taken into account in calculating the period of service for any purpose of any award or agreement.

(x) Return to Work

The employee must confirm the intention of returning to work by notice in writing not less than four weeks prior to the expiration of the leave.

The employee upon returning to work must be entitled to the position held immediately prior to proceeding on leave. Where the position no longer exists but there are other positions available for which the employee is qualified and is capable of performing, the employee must be entitled to a position which is the same in status and salary as that of the former position.

(xi) Termination of Employment

An employee on adoption leave may terminate employment at any time during the period of leave by notice given in accordance with this Award.

Without limiting the right of the Authority to terminate employment as per the requirements of this Award, the Authority is not to terminate an employee on the grounds of his absence on adoption leave.

(xii) Replacement Employees

A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.

Before the Authority engages a replacement employee such employee must be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

Where an employee is temporarily promoted or transferred to replace an employee on adoption leave such employee must be informed of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

Nothing in this part is to be construed as requiring the Authority to engage a replacement employee.

(c) Maternity Leave

(i) Eligibility

An employee who has become pregnant is to be, upon production of the required certificate, entitled to a period of up to 52 weeks maternity leave provided that she has had at least 12 months continuous service with the Authority.

(ii) Certification

An eligible employee must give notice in writing of her requirement for maternity leave and to support her application, a certificate from a registered medical practitioner stating the expected date of confinement.

(iii) Period of Absence

An eligible employee must;

- absent herself from duty during the period commencing six weeks before the expected date of confinement and ending at the expiration of six weeks from the day on which her pregnancy terminates, and
- not commence her period of maternity leave earlier than 20 weeks before the expected date of confinement.

Upon the production of a certificate from a registered medical practitioner stating that the employee is fit to continue after six weeks before or resume before six weeks after the expected date of confinement the CEO may allow the employee to commence or discontinue leave according to that certificate. In the case of premature birth, maternity leave shall commence from the date of birth.

(iv) Transfer to a Safe Job

Where, in the opinion of a registered medical practitioner, illness or health risks arising out of the pregnancy or hazards connected with the employee's work make it inadvisable to continue performing that work, the Authority, where practicable, will transfer the employee to a safe job.

If such a transfer is not practicable, the Authority will allow the employee to take leave which shall be treated as maternity leave. A certificate from a registered medical practitioner is required where the employee takes leave in this circumstance.

(v) Variation

The period of maternity leave may be varied once only by the employee, provided that 14 days notice in writing is provided and the maximum period of maternity leave does not exceed 52 weeks.

The period of maternity leave may be varied again only by agreement between the employer and the employee.

(vi) Cancellation

Maternity leave, applied for but not commenced, is to be cancelled when the pregnancy terminates other than by the birth of a living child.

Where, whilst on maternity leave, the pregnancy terminates other than by the birth of a living child, it is to be the right of the employee to resume work at a time nominated by the employer which must not exceed four weeks from the date of notice by the employee to the Authority that she desires to resume work.

(vii) Leave Entitlements

An employee granted maternity leave may utilise any annual leave or long service leave credits providing the aggregate of maternity leave, sick leave (not exceeding 463.6 continuous working hours), annual leave and long service leave do not exceed an aggregate of 52 weeks.

(viii) Continuity of Service

Absence on maternity leave will not break an employee's continuity of service, nor is it to be taken into account in calculating the period of service for any purpose of any award or agreement.

(ix) Return to Work

The employee must inform the Authority of her intention to return to work by providing notice in writing not less than four weeks prior to the expiration of her maternity leave. The CEO may, in exceptional circumstances, accept a shorter period of notice.

The employee upon returning to work must be entitled to the position she held immediately before proceeding on maternity leave, or in the case of an employee who was transferred to a safe job, to the position she occupied immediately before the transfer. Where the position no longer exists but other positions are available for which the employee is qualified and is capable of performing, she must be entitled to a position which is the same in status and salary as that of her former position.

(x) Termination of Employment

An employee on maternity leave may terminate employment at any time during the period of leave by notice given in accordance with this Award.

Without limiting the right of the Authority to terminate employment as per the requirements of this Award, the Authority must not terminate an employee on the grounds of her absence on maternity leave.

(xi) Replacement Employees

A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.

Before the Authority engages a replacement employee such employee must be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

Where an employee is temporarily promoted or transferred to replace an employee on maternity leave such employee must be informed of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

Nothing in this part will be construed as requiring the Authority to engage a replacement employee.

29. BEREAVEMENT LEAVE

On the death of a near relative (meaning spouse, partner, parent, grand-parent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, (lineal descendant, adopted child and foster child)) of an employee the CEO may grant to that employee leave of absence with pay for a period not exceeding 22.8 working hours.

Documentation of proof may be requested by the CEO.

30. SPECIAL LEAVE

Upon written application from an employee, the CEO may grant to such employee special leave with pay not exceeding an aggregate of 22.8 working hours in any employment year:

- in the event of serious illness of a near relative of the employee; or
- in the case of other pressing necessity relating to the employee; or
- to enable the employee to participate in a sporting or cultural event at a national or international level where such event is not of a professional nature and where evidence is supplied of the employee's selection/participation.

PROVIDED that leave shall not be granted under this clause where such leave is under the definition of carer's leave.

31. SICK LEAVE

(a) Entitlement

Employees (except casuals) who are absent from work on account of personal illness or injury through an accident not arising out of, or in the course of employment are to be entitled to sick leave, without deduction of pay, for periods

of absence up to a maximum of 1064 working hours for any one incident subject to the application of the *Workers Rehabilitation and Compensation Reform Act 1988*, and any relevant superannuation legislation. The Authority reserves the right to extend the maximum period of sick leave in exceptional circumstances.

(b) Full Time employees

This provision is available to a full time employee after the completion of 12 months continuous service. In the first 12 months only 76 working hours (progressively available on a quarterly basis) are to be available for sick leave.

(c) Temporary employees

Temporary employees are entitled to sick leave of 76 working hours (progressively available on a quarterly basis) in the first 12 months and 68.4 working hours for each subsequent year.

(d) Part Time employees

Part time employees are entitled to sick leave in proportion to their hours worked.

(e) Medical Certificates

Where a period of sick leave exceeds 15.2 consecutive working hours, the leave in excess of those 15.2 hours is without pay unless supported by a certificate from a legally qualified medical practitioner.

Where, in any employment year an employee's sick leave without supporting certificates exceeds, in aggregate 38 working hours, such further sick leave is leave without pay unless supported by a certificate. The Authority may, irrespective of the length of the absence, require satisfactory proof of personal sickness or injury and review each case on its merits.

(f) Notification

Employees must notify their immediate supervisor of the reasons for absence and an estimated duration of the absence as soon as is possible.

All sick leave must be supported by the appropriate sick leave application form certified by the applicant and recommended by the relevant manager.

(g) Reference to Medical Practitioner

The Authority has the discretion to direct the employee to another medical practitioner (at the Authority's expense).

(h) Reference to Superannuation

The Authority has the discretion to refer the employee's case to the employee's approved nominated superannuation fund should it be believed the absence may lead to early retirement on health grounds.

32. STUDY LEAVE

Where an employee wishes to enrol for a relevant course of study with an approved educational institution, the Authority may provide assistance in two ways:

(a) Leave/Time Off

- (i) A maximum of eight hours working time per week may be available to an employee undertaking part-time study which requires attendance at an educational institution.
- (ii) Where possible, employees shall arrange to attend at least 50 percent of course work in their own time through out-of-hours lectures. The remaining study time may be taken during normal working hours provided the maximum of eight hours is not exceeded.
- (iii) Release to attend compulsory examinations is accepted as a condition of entry into a study assistance arrangement. A full day of leave may be taken on the day of a compulsory examination.
- (iv) Employees who attend part-time study which does not require attendance during working hours may receive up to 10 days leave per year in time off for study purposes. This may include attendance at seminars, residential school, library research etc.

(b) Financial Assistance

- (i) At the discretion of the CEO, assistance will be offered for some of the costs associated with undertaking a course of study.
- (ii) Refunds will be made on a successfully completed year of study - results slips and receipts must accompany a claim for reimbursement of costs.

(c) Qualifying for Assistance

Applications for study assistance are not automatically approved. Each application will be individually assessed according to the following criteria:

- the proposed course of study should be taken through a recognised educational institution and lead to an additional formal qualification;
- the course of study should lead to an increase in the employee's level of expertise which will be of benefit to the Authority and which will contribute to the quality of the individual's work performance; and

- the work group must be able to cover the employee's absence during normal working hours.

(d) Personal Obligations

Employees receiving study assistance are required to fulfil a number of obligations to the Authority, acceptance of these being a condition of entry into the study assistance arrangement:

- at the end of each academic semester, results must be provided in writing to the CEO;
- similarly, any change to enrolments such as withdrawal from a unit, must be reported so that each employee's progress can be monitored and any difficulties are identified and discussed early;
- the applicants should note that an undertaking to notify the CEO of any changes to enrolment is a requirement of acceptance of the application and a declaration to this effect on the application form must be signed;
- failure of one or more units will not disqualify an employee from continuing to receive study assistance. However, reduced leave will apply to units being repeated. All costs associated with repeating a unit(s) will be borne by the employee.
- approval to continue a program of study may be withdrawn in the case of repeated unit failure;
- failure is deemed to be failure by the relevant educational institution, or by the institution not issuing a pass or better; and
- an application for study assistance must be made on the Study Assistance Application form.

33. JURY SERVICE

Any employee, on production of proof of summons to jury service, is to be allowed such leave on full pay (less any monies paid for jury service) to enable such employee to comply with the summons.

34. LEAVE WITHOUT PAY

Where an employee seeks leave without pay for an extended period, the CEO may grant such leave on such terms and conditions as the CEO and the employee may agree.

Employee initiated leave without pay of more than 152 working hours in aggregate in any one leave year is not to count towards the calculation of entitlements to Long Service Leave and Annual Leave.

35. DEFENCE LEAVE

An employee is entitled to one period of not more than 106.4 working hours at full pay in any leave year for compulsory attendance at any training camp as a part-time member of the Defence Force.

An employee is also entitled to a further period of not more than 121.6 working hours in the aggregate in any one leave year at make-up pay to attend any drill, parade, school, or class or course of instruction.

PROVIDED that a certificate evidencing the necessity of that employee's attendance is submitted with the application for leave and at the conclusion of such leave a certificate of attendance is also produced. Both certificates must be signed by an authorised officer of the relevant Defence Force.

36. STATUTORY HOLIDAYS

The following day or days for which a holiday is proclaimed, are to be observed as a holiday:

New Year Day, Australia Day, Hobart Regatta Day, Good Friday, Hobart Show Day, Easter Monday, Anzac Day, Birthday of the Sovereign, Labour Day, Christmas Day and Boxing Day.

In addition to the above employees are to be entitled to all other statutory holidays proclaimed under the *Statutory Holidays Act 2000*.

By mutual agreement an employee or group of employees, may substitute another day in lieu of any given statutory holiday.

37. UNION TRAINING

The CEO may grant paid Union Training Leave of up to 38 working hours in any one year to elected employee representatives for the purpose of attending recognised Union Training which will produce demonstrable benefits for the Authority and its employees.

PART VII - OTHER

38. PAYMENT/REIMBURSEMENT OF EXPENSES

Employees on official business are to have all reasonable expenses paid or reimbursed on presentation of official receipts.

PROVIDED that upon request an employee is to be paid in advance for anticipated expenses.

39. PROTECTIVE CLOTHING AND UNIFORMS

Any specific form of uniform, overalls or protective clothing which the Authority requires an employee to use is to be supplied free of cost. Replacements are to be made on a fair wear and tear basis at appropriate intervals depending upon the class of work and upon the production of the unserviceable items.

Employees must wear all safety and protective clothing as issued and use all safety and protective equipment as appropriate in the performance of their duties.

An employee provided with clothing for use in connection with the duties of that employee must:

- appear on duty at all time to be clean and tidy and, except as may be authorised by the Authority, shall wear the uniform;
- not alter the clothing unless authorised by the Authority;
- wear the clothing only when on duty or when proceeding to or from work;
- be responsible to pay all costs incurred in the repair or replacement of the clothing if it is damaged or lost through the employee's carelessness;
- be responsible for the cleaning and upkeep of the clothing; and
- have the issue of such clothing controlled by the relevant manager.

On ceasing to be employed by the Authority an employee is to, if required, return all articles of clothing issued during the preceding six months.

40. RIGHT OF ENTRY

An officer of the unions party to this award may, subject to Section 77 of the *Industrial Relations Act 1984* and the following conditions, enter the Authority's premises for the purpose of talking with members of the union.

PROVIDED that:

- Reasonable notice will be given to management.
- The work being undertaken is not unreasonably disrupted.
- Entry may not be affected at a time when the Authority is undertaking printing of highly confidential material.
- Any intrusion on work time be minimised.
- Satisfactory evidence of authority to enter or be in the workplace is supplied.

James P McAlpine
COMMISSIONER

3 August 2009