

T14509 OF 2017

Industrial Relations Act 1984  
s55 Industrial Agreement

# PORT ARTHUR HISTORIC SITE MANAGEMENT AUTHORITY STAFF AGREEMENT 2016

Between the

Minister Administering the *State Service Act 2000*

and the

Community & Public Sector Union (State Public Services Federation  
Tasmania) Inc.



**1. TITLE**

This Agreement shall be known as the Port Arthur Historic Site Management Authority Staff Agreement 2016.

**2. ARRANGEMENT**

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**3. APPLICATION**

This Agreement is made in respect of employees covered by the Port Arthur Historic Site Management Authority Award.

**4. PARTIES BOUND**

This Agreement is between the Minister administering the *State Service Act 2000* and the Community and Public Sector Union (State Public Services Federation Tasmania) Inc.

**5. RELATIONSHIP TO AWARDS AND AGREEMENTS**

This Agreement prevails to the extent of any inconsistency that occurs between this Agreement and the relevant Award, the Port Arthur Historic Site Management Authority Award (the "Award") or any registered Agreement with the Minister administering the *State Service Act 2000*.



**6. DATE AND PERIOD OF OPERATION**

This Agreement has effect from the date of registration and will remain in force until 30 June 2018.

The parties agree to commence negotiations for a replacement Agreement on or before 30 April 2018.

**7. CASHING OUT OF RECREATION LEAVE**

An employee and employer may agree for the employee to cash out a particularly amount of their accrued recreation subject to:

- (a) The amount of recreation leave to be cashed out cannot result in the employee's remaining accrued entitlement being less than one year's entitlement;
- (b) Cashing out of a particular amount of excess recreation leave must be by separate agreement in writing between the employer and employee; and
- (c) The employee is to be paid the amount of salary that would have been payable had the employee taken the leave that is now to be forgone; and
- (d) The employee and the employer are to agree on an amount of accrued recreation leave that the employee is required to access in the year in which the leave is to be cashed out.

**8. EMAIL AND INTERNET ACCESS**

- (a) Wherever practicable the employer is to provide all employees with an email account and access to the internet.
- (b) Employees are to comply with relevant policy on the use of both email and internet.

**9. NOVATED LEASE**

- (a) Employees may elect to salary sacrifice a proportion of their salary for the novated lease of a motor vehicle subject to compliance with any Tasmanian or Commonwealth government directive and legislation.
- (b) All salary sacrifice arrangements are to be administered by an organisation nominated by the employer following consultation with unions.
- (c) All fringe benefits tax, other tax liabilities, and/or direct administrative costs incurred by a salary sacrifice arrangement under this clause is the employee's responsibility and does not create any employer liability.
- (d) The salary payable to an employee who enters into a salary sacrifice arrangement is the salary payable under that arrangement.



- (e) Payment of an accrued leave entitlement, or in lieu of notice, made to an employee who ceases employment and employer and employee superannuation contributions and overtime and penalty payments are based on the salary that would have been payable had the salary sacrifice agreement not existed.
- (f) An employee who withdraws from a salary sacrifice arrangement is required to comply with the requirements of the administrator of that arrangement.

#### **10. LACTATION BREAKS/ FACILITIES**

In order that employees can better combine the demands of work and parental responsibilities, an employee is to have reasonable time and access to suitable facilities in the workplace for the purpose of expressing milk, breastfeeding, or any other activity necessary for breastfeeding and expressing in the workplace.

#### **11. SALARY INCREASES**

Salaries will increase as follows:

- (a) 2 per cent from the first full pay period commencing on or after (ffppcooa) 1 December 2016 or \$1144 per annum, whichever is the greater
- (b) 2 per cent from the ffppcooa 1 December 2017 or \$1167 per annum, whichever is the greater.
- (c) Schedule 1 of this Agreement sets out the annual rates of pay effective ffppcooa 1 December 2016 and ffppcooa 1 December 2017 for employees covered by the General Stream of the Award.
- (d) Schedule 2 of this Agreement sets out the annual rates of pay effective ffppcooa 1 December 2016 and ffppcooa 1 December 2017 for employees covered by the Professional Stream of the Award.
- (e) Schedule 3 of this Agreement sets out the annual rates of pay effective ffppcooa 1 December 2016 and ffppcooa 1 December 2017 for employees covered by Part IV Ghost Tour Guides of the Award.

#### **12. NO EXTRA CLAIMS**

The parties to this Agreement undertake that, for the life of this Agreement, they will not initiate any additional claims regarding salary or conditions of employment.

#### **13. DISPUTE SETTLING PROCEDURE**

In circumstances where discussions and negotiations between the parties fail to resolve a matter arising out of this Agreement a party may choose to refer that matter to the Tasmanian Industrial Commission for conciliation or arbitration.





#### 14. SIGNATORIES

SIGNED FOR AND ON BEHALF OF  
The Minister administering the *State Service Act 2000*

Signed: .....

*F. Ogle*

Name: .....

*F. Ogle*

Date: .....

*30/5/17*

SIGNED FOR AND ON BEHALF OF  
Community and Public Sector Union (State Public Services Federation Tasmania) Inc.

Signed: .....

*Tom Lynce*

Name: .....

*Tom Lynce*

Date: .....

*30/5/17*





# SCHEDULE I – SALARY TABLES GENERAL STREAM

PAHSMA GENERAL STREAM	Current	2% or \$1144 per annum (whichever is greater) from ffpccoaa 1/12/16	2% or \$1167 per annum (whichever is greater) from ffpccoaa 1/12/17
B1-R1-1	\$40,511	\$41,655	\$42,822
B1-R1-3	\$43,480	\$44,624	\$45,791
B1-R2-2	\$46,445	\$47,589	\$48,756
B1-R2-4	\$49,233	\$50,377	\$51,544
B1-R2-5	\$49,969	\$51,113	\$52,280
PROMOTION			
B2-R1-2	\$51,782	\$52,926	\$54,093
B2-R1-3	\$52,775	\$53,919	\$55,086
B2-R1-4	\$53,816	\$54,960	\$56,127
B2-R1-5	\$55,181	\$56,325	\$57,492
B2-R1-6	\$56,011	\$57,155	\$58,322
PROMOTION			
B3-R1-2	\$58,394	\$59,562	\$60,753
B3-R1-3	\$59,562	\$60,753	\$61,968
B3-R1-4	\$60,711	\$61,925	\$63,164
B3-R1-5	\$62,289	\$63,535	\$64,805
B3-R1-6	\$63,226	\$64,491	\$65,780
PROMOTION			
B4-R1-2	\$65,401	\$66,709	\$68,043
B4-R1-3	\$67,104	\$68,446	\$69,815
B4-R1-4	\$68,902	\$70,280	\$71,686
AAP			
B4-R2-2	\$70,065	\$71,466	\$72,896
B4-R2-3	\$71,887	\$73,325	\$74,791
B4-R2-4	\$74,292	\$75,778	\$77,293
B4-R2-5	\$75,410	\$76,918	\$78,457
PROMOTION			
B5-R1-2	\$78,552	\$80,123	\$81,726
B5-R1-3	\$80,538	\$82,149	\$83,792
AAP			
B5-R2-1	\$81,691	\$83,325	\$84,991
B5-R2-2	\$82,441	\$84,090	\$85,772
PROMOTION			
B6-R1-2	\$86,230	\$87,955	\$89,714
B6-R1-3	\$87,955	\$89,714	\$91,508
B6-R1-4	\$90,829	\$92,646	\$94,498
AAP			
B6-R2-2	\$93,143	\$95,006	\$96,906
B6-R2-3	\$94,782	\$96,678	\$98,611

B6-R2-4	\$96,413	\$98,341	\$100,308
B6-R2-5	\$97,646	\$99,599	\$101,591
PROMOTION			
B7-R1-2	\$102,362	\$104,409	\$106,497
B7-R1-3	\$104,409	\$106,497	\$108,627
AAP			
B7-R2-2	\$106,497	\$108,627	\$110,799
B7-R2-3	\$107,780	\$109,936	\$112,134
PROMOTION			
B8-R1-2	\$111,465	\$113,694	\$115,968
B8-R1-3	\$113,694	\$115,968	\$118,287
AAP			
B8-R2-2	\$117,708	\$120,062	\$122,463
B8-R2-3	\$119,047	\$121,428	\$123,856
PROMOTION			
B9-R1-2	\$135,183	\$137,887	\$140,644
B9-R1-3	\$141,618	\$144,450	\$147,339
B9-R1-4	\$148,056	\$151,017	\$154,037
B9-R1-5	\$149,547	\$152,538	\$155,589
PROMOTION			
B10-R1-2	\$159,438	\$162,627	\$165,879
B10-R1-3	\$167,030	\$170,371	\$173,778
B10-R1-4	\$174,622	\$178,114	\$181,677
B10-R1-5	\$176,245	\$179,770	\$183,365







## SCHEDULE 2 – SALARY TABLES PROFESSIONAL STREAM

PAHSMA PROFESSIONAL STREAM	Current	2% or \$1144 per annum (whichever is greater) from ffpccoaa 1/12/16	2% or \$1167 per annum (whichever is greater) from ffpccoaa 1/12/17
P1-R1-2	\$59,562	\$60,753	\$61,968
P1-R1-3	\$64,236	\$65,521	\$66,831
P1-R1-4	\$67,104	\$68,446	\$69,815
P1-R1-5	\$70,065	\$71,466	\$72,896
P1-R1-6	\$74,292	\$75,778	\$77,293
P1-R1-7	\$77,012	\$78,552	\$80,123
AAP			
P2-R1-1	\$80,538	\$82,149	\$83,792
P2-R1-2	\$83,928	\$85,607	\$87,319
P2-R1-3	\$87,955	\$89,714	\$91,508
P2-R1-4	\$90,829	\$92,646	\$94,498
P2-R1-5	\$93,143	\$95,006	\$96,906
P2-R1-6	\$94,782	\$96,678	\$98,611
AAP			
P2-R2-1	\$96,413	\$98,341	\$100,308
P2-R2-2	\$97,646	\$99,599	\$101,591
PROMOTION			
P3-R1-2	\$102,362	\$104,409	\$106,497
P3-R1-3	\$104,409	\$106,497	\$108,627
AAP			
P3-R2-2	\$106,497	\$108,627	\$110,799
P3-R2-3	\$107,780	\$109,936	\$112,134
PROMOTION			
P4-R1-2	\$111,465	\$113,694	\$115,968
P4-R1-3	\$113,694	\$115,968	\$118,287
AAP			
P4-R2-2	\$117,708	\$120,062	\$122,463
P4-R2-3	\$119,047	\$121,428	\$123,856
PROMOTION			
P5-R1-2	\$135,183	\$137,887	\$140,644
P5-R1-3	\$141,618	\$144,450	\$147,339
P5-R1-4	\$148,056	\$151,017	\$154,037
P5-R1-5	\$149,547	\$152,538	\$155,589
PROMOTION			
P6-R1-2	\$159,438	\$162,627	\$165,879
P6-R1-3	\$167,030	\$170,371	\$173,778
P6-R1-4	\$174,622	\$178,114	\$181,677
P6-R1-5	\$176,245	\$179,770	\$183,365





### SCHEDULE 3 – SALARY TABLES - GHOST TOUR GUIDES

	Existing per hour rate	Per Hour Rate from ffppcooa 1/12/2016	Per Hour Rate from ffppcooa 1/12/2017
Training	\$25.86	\$26.38	\$26.91
Class 1	\$34.69	\$35.39	\$36.10
Class 2	\$36.59	\$37.33	\$38.08
Class 3	\$40.58	\$41.40	\$42.23
Class 4	\$42.54	\$43.39	\$44.26
Class 5	\$43.49	\$44.36	\$45.25