

T14127/2013  
03 DEC 2013

# PUBLIC SECTOR UNIONS WAGES AGREEMENT 2013



**between the**

Minister administering the *State Service Act 2000*

**and the**

Association of Professional Engineers, Scientists and Managers, Australia;

Australian Education Union, Tasmanian Branch;

Australian Municipal, Administrative, Clerical and Services Union;

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

Health Services Union of Australia, Tasmania No.1 Branch; and

United Voice, Tasmanian Branch.



1. TITLE

This Agreement shall be known as the **Public Sector Unions Wages Agreement 2013**

2. ARRANGEMENT

1. TITLE	2
2. ARRANGEMENTS	2
3. PARTIES BOUND	3
4. PERIOD OF OPERATION	3
5. APPLICATION	3
6. RELATIONSHIP TO AWARDS AND AGREEMENTS	3
7. JOB SECURITY	3
8. CASHING OUT OF RECREATION LEAVE	4
9. EMAIL AND INTERNET ACCESS	4
10. BREASTFEEDING FACILITIES	5
11. PERSONAL LEAVE ACCUMULATION SCHEME	5
12. SALARY INCREASES and CLASSIFICATION STRUCTURES	5
13. DISPUTE RESOLUTION	7
14. NO EXTRA CLAIMS	7
15. LEAVE RESERVE MATTERS	7
<u>SIGNATORIES</u>	8



### 3. PARTIES BOUND

This Agreement shall be between the Minister administering the *State Service Act 2000*; the Association of Professional Engineers, Scientists and Managers, Australia; the Australian Education Union, Tasmanian Branch; the Australian Municipal, Administrative, Clerical and Services Union; the Community and Public Sector Union (State Public Services Federation Tasmania) Inc; the Health Services Union of Australia, Tasmania No.1 Branch; United Voice, Tasmanian Branch.

### 4. PERIOD OF OPERATION

- 4.1 The Agreement will be for the period commencing on the date of registration and shall apply until 30 June 2016.
- 4.2 The parties agree to commence negotiations for a replacement Agreement on or before 30 April 2016.

### 5. APPLICATION

This Agreement is made in respect of employees covered by the Tasmanian State Service Award, the Health and Human Services (Tasmanian State Service) Award.

### 6. RELATIONSHIP TO AWARDS AND AGREEMENTS

Where any inconsistency occurs between this Agreement and the relevant Award, or any registered Agreement with the Minister administering the *State Service Act 2000*, this Agreement shall prevail to the extent of the inconsistency.

### 7. JOB SECURITY

The parties agree that for the duration of this Agreement the Employer will, to the extent that it is lawful to do so, not terminate the employment of any permanent employee in reliance on s 44(3)(b) of the Act (i.e., on the ground of redundancy).



For the avoidance of doubt, the parties declare that it is not their intention that this or any other provision of this Agreement should operate so as to interfere with the free exercise by the Employer or any Minister of the Crown of any of the duties or authorities of their respective offices.

## 8. CASHING OUT OF RECREATION LEAVE

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

- (i) The amount of recreation leave to be cashed out cannot result in the employee's remaining accrued entitlement being less than one (1) year's entitlement; and
- (ii) Cashing out of a particular amount of excess recreation leave must be by separate agreement in writing between the employer and the employee; and
- (iii) 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
- (iv) 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.

## 9. EMAIL AND INTERNET ACCESS

9.1 Wherever practicable the employer is to provide all employees with an email account and access to the internet.

9.2 Employees are to comply with relevant policy on the use of both email and internet.





## 10. BREASTFEEDING FACILITIES

In order that employees can better combine the demands of work and motherhood, an area suitable to breastfeed/express will be made available in the workplace, wherever practicable.

## 11. PERSONAL LEAVE ACCUMULATION SCHEME

- 11.1 The personal leave accumulation scheme only applies to employees covered by the scope of the Tasmanian State Service Award (TSSA).
- 11.2 (i) A fulltime employee covered by the personal leave accumulation scheme is entitled to 147 hours (or 152 hours for employees working a 38 hour week) of personal leave in each personal leave year. A part-time employee is entitled to personal leave in direct proportion to the number of hours worked compared to a full-time employee.
- (ii) Personal Leave for a full-time employee accrues at the rate of 5.65 hours (5.85 hours for an employee working a 38 hour week) for each completed fortnight of service. Any personal leave not used in any personal leave year is added to the following year's accrual to a maximum accrual of 1911 hours (or 1976 hours for employees working a 38 hour week).
- 11.3 This provision is an alternate to the triennium scheme as detailed in TSSA Part VIII, Clause 3 (d) and applies to all new employees from 1 March 2014, including fixed term employees. Fixed term employees employed from 1 March 2014 will not be able to transfer into the triennium scheme as detailed in TSSA Part VIII, Clause 3 (f).
- 11.4 (i) Existing employees as at 1 March 2014 may elect to transfer from the triennium entitlement as detailed in TSSA Part VIII, Clause 3 (d) to the accumulation scheme.
- (ii) An election to transfer may be made from 1 March 2014 with a date of effect of 1 July 2014. An election to transfer made after 1 June 2014 will have a date of effect 4 weeks after the application is made.
- 11.5 An employee who makes an election to transfer their entitlement from the triennium scheme to the accumulation scheme is to have their personal leave balance recalculated by multiplying their fulltime equivalent years of service with the accumulated leave scheme annual entitlement (147



hours), less all personal leave used during their service and up to the date of transfer. This will become their new personal leave balance.

11.6 Once a new employee has been assigned to the accumulation scheme or an existing employee has elected to transfer to the accumulation scheme they cannot revert back to the triennium scheme.

11.7 Other than the method of accrual of personal leave all other provisions of TSSA Part VIII, Clause 3 continue to apply.

## 12. SALARY INCREASES and CLASSIFICATION STRUCTURE

12.1 Salaries will increase as follows:

- (i) With effect from the first pay period commencing on or after 1 December 2013 by 2% pa or \$1000 pa whichever is the greater; and
- (ii) With effect from the first pay period commencing on or after 1 December 2014 by 2% pa or \$1000 pa whichever is the greater; and
- (iii) With effect from the first pay period commencing on or after 1 December 2015 by 2% pa or \$1000 pa whichever is the greater.

12.2 The classification structure will be adjusted as follows:

- (i) For Professional Band 2 to align to Band 6; and
- (ii) For Band 5 to include an additional level; and
- (iii) With effect from the first pay period commencing on or after 1 December 2014 plus 0.5% pa at the maximum of each Band as an additional salary point; and
- (iv) With effect from the first pay period commencing on or after 1 December 2015 plus 1% pa or a maximum of \$750 pa at the maximum salary point.



### 13. DISPUTE RESOLUTION

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. 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.

### 15. LEAVE RESERVE MATTERS.

The following Leave Reserve Matters will be reviewed during the life of the Agreement: Health and Human Services Dental Officers (except salaries and classification); Health and Human Services Leave Loading; Health and Human Services Shift and Penalties; Health and Human Services Shift workers on holidays with pay; TSS Shift and Penalties.






SIGNATORIES

This Agreement is made in Hobart on this Second.....of December 2013

SIGNED FOR AND ON BEHALF OF

Minister administering the State Service Act 2000

.......... DSSMO 3/12/13

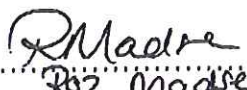
SIGNED FOR AND ON BEHALF OF

Association of Professional Engineers, Scientists and Managers, Australia

..........  
Director Tasmania branch.

SIGNED FOR AND ON BEHALF OF

Australian Education Union, Tasmanian Branch

.......... - state manager, AEU.  
Roz Madsen

SIGNED FOR AND ON BEHALF OF

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union;

.....

SIGNED FOR AND ON BEHALF OF

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

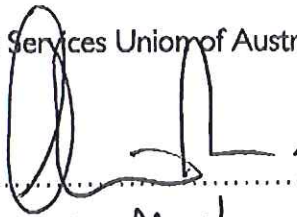
..........  
Tom Lyness, General Secretary





SIGNED FOR AND ON BEHALF OF

Health Services Union of Australia, Tasmania No.1 Branch

  
.....  
Chris Blount - SECRETARY

SIGNED FOR AND ON BEHALF OF

United Voice, Tasmanian Branch

  
.....  
Helen Gibbons - United Voice Tasmania  
Secretary.

SIGNED FOR AND ON BEHALF OF

Australian Municipal, Administrative, Clerical and Services Union

.....



SIGNED FOR AND ON BEHALF OF

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

.....

SIGNED FOR AND ON BEHALF OF

**Health Services Union of Australia, Tasmania No.1 Branch**

.....

SIGNED FOR AND ON BEHALF OF

**United Voice, Tasmanian Branch**

.....

SIGNED FOR AND ON BEHALF OF

**Australian Municipal, Administrative, Clerical and Services Union**

  
.....

**Igor Graftan**  
**Assistant Branch Secretary**

This Agreement is registered pursuant to Section 56(1) of the Industrial  
Relations Act 1984

