

T14168/2014

31 JAN 2014



# MINISTERIAL DRIVERS INDUSTRIAL AGREEMENT 2014



# 1. TITLE

This Agreement is to be known as the Ministerial Drivers Industrial Agreement 2014.

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### 3. PARTIES BOUND AND APPLICATION

This Agreement is between the Minister administering the *State Service Act 2000* and the Community and Public Sector Union (State Public Service Federation Tasmania) Inc and the Transport Workers Union of Australia – Victoria/Tasmania Branch, and is to apply to all employees who are assigned the duties of Ministerial Drivers in the Ministerial Transport fleet as contained within this Agreement.

### 4. DATE OF OPERATION AND DURATION

This Agreement is to take effect from 3 December 2013 and remain in force, expiring on the 30 June 2016.

The parties commit to commence negotiations for a replacement Agreement from 1 March 2016.

### 5. RELATIONSHIP TO AWARDS AND AGREEMENTS

This Agreement replaces the Ministerial Drivers Industrial Agreement 2012 in its entirety.

Employees bound by this Agreement are, except for this Agreement, subject to the Tasmanian State Service Award (TSSA). Where any inconsistency occurs between this Agreement and the Award, this Agreement is to prevail to the extent of any inconsistency.

### 6. DEFINITIONS

**'Casual Ministerial Driver'** is an employee employed on an irregular basis and at short notice and, where the offered, employment may be accepted or rejected on each and every occasion, and is paid a loading in addition to the normal rate of salary in lieu of paid leave entitlements and Holidays with Pay. The loading is as prescribed and adjusted by the Tasmanian State Service Award, Part II – Salaries and Related Matters. A casual driver is not to receive the industry allowance.

**'Employer'** is the Minister administering the *State Service Act 2000*

**'Employee'** means a permanent, fixed-term or casual employee appointed under the *State Service Act 2000* and who is appointed as a Ministerial Driver on a full-time, part-time or casual basis.

**'4 weekly cycle'** means two consecutive pay periods (on a continuing basis) consisting of 20 working days and 8 non- working days.

**Manager, Ministerial Transport** means an employee, however designated, who is employed to manage the provision of Ministerial Transport.



## **7. SALARIES AND INDUSTRY ALLOWANCE**

### **(a) Salary increases**

Salaries are effective from the first full pay period on or after the dates as shown below. The total salaries shown below include the industry allowance. The salary increases are:

- (i) \$1000 per annum effective from 5 December 2013; and
- (ii) \$1000 per annum effective from 4 December 2014, plus 0.5% for level 2 salary; and
- (iii) \$1000 per annum effective from 3 December 2015, plus 1.0% for Level 2 salary; and
- (iv) the Industry Allowance is increased by 2% per annum.

### **(b) Industry allowance – Ministerial Driver (Premier)**

A ministerial driver who undertakes the duties of Ministerial Driver (Premier) is paid additional compensation in recognition of additional out of hours work and increased security and responsibilities associated with the Officer of the Premier. The allowance is only payable whilst a Ministerial Driver is undertaking the duties of Ministerial Driver (Premier).

### **(c) Casual Ministerial Driver Salaries**

Salaries are effective from the first full pay period on or after the dates as shown below. The Industry Allowance is not payable to a casual Ministerial Driver.





Ministerial Driver	Salary effective from 6/12/12	Salary effective from 5/12/2013	Salary effective from 4/12/2014	Salary effective from 4/12/2014	Salary effective from 3/12/2015	Salary effective from 3/12/2015
Level 1	\$45,112	\$46,112	\$47,112		\$48,112	
Level 2				\$47,348		\$48,831
Industry Allowance	\$38,748	\$39,523	\$40,313	\$40,313	\$41,120	\$41,120
<b>Total</b>	<b>\$83,860</b>	<b>\$85,635</b>	<b>\$87,425</b>	<b>\$87,661</b>	<b>\$89,232</b>	<b>\$89,951</b>
Ministerial Driver (Premier)						
Level 1	\$45,112	\$46,112	\$47,112		\$48,112	
Level 2				\$47,348		\$48,831
Industry Allowance	\$47,560	\$48,511	\$49,481	\$49,481	\$50,471	\$50,471
<b>Total</b>	<b>\$92,672</b>	<b>\$94,623</b>	<b>\$96,593</b>	<b>\$96,829</b>	<b>\$97,583</b>	<b>\$99,302</b>
Casual Ministerial Driver						
Level 1	\$45,112	\$46,112	\$47,112		\$48,112	
Casual Loading	20%	20%	23%		24%	
<b>Total</b>	<b>\$54,134</b>	<b>\$55,334</b>	<b>\$57,948</b>		<b>\$59,659</b>	

## 8. SALARY PROGRESSION AND PERFORMANCE MANAGEMENT

Salary progression to level 2 is subject to this clause.

(a) For the purposes of this clause:

'Progression' means a salary increase within a band subject to assessment.

(b) Progression within a range is via progression criteria.

(c) The new level of salary is payable immediately an advancement or progression has effect.



- (d) Appointment or promotion may be to any level within a band, as determined by the employer.
- (e)
  - (i) Progression within a salary band from one level to the next is to occur on the anniversary date of appointment predicated upon an assessment of the requirements established in the employee's performance management plan from the previous 12 months and certification that performance has been satisfactory.
  - (ii) Performance for progression is determined through a performance management plan. The performance management plan must, as a minimum contain:
    - (1) A listing of the performance outcomes and specific requirements for an individual employee according to the duties and responsibilities required by their role;
    - (2) Be reviewed annually and involve at least one discussion between the employee and their manager;
    - (3) Involve a discussion concerning the employee's training and development's needs;
    - (4) Include a clear statement of outcomes including whether the employee's performance has met the required standards and agreed training or development needs have been undertaken, whether salary progression will be approved and/ or any action is being considered where underperformance is identified.
  - (iii) The employer is to advise the employee of the time of the performance management discussion and of any relevant issues pertaining to it. The employee is to be allowed sufficient time to prepare and to participate in the discussion in a diligent manner.
  - (iv) The employee is not to be disadvantaged by any delay in the timing of the performance management plan discussion and progression within a salary band from one level to the next is to occur on the employee's anniversary date if assessment is satisfactory and the employee is available to undertake the assessment.

## 9. CLASSIFICATION DESCRIPTOR

For the purpose of this clause:

**'General supervision'** means that general instructions are given 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.

**'Conventional'** means a regular practice or procedure according to well established methods.



CLASSIFICATION DESCRIPTOR	
<b>Focus</b>	Work requiring the application of high level conventional operational practices, and standards in providing services for the Ministerial Transport fleet.
<b>Context and Framework</b>	<p>General instructions on techniques, methods, priorities and timeframes are provided to achieve the required outcomes or objectives.</p> <p>Discretion and choice in selecting the most appropriate methods for completing the allocated tasks is expected and encouraged.</p> <p>Work at this level is undertaken independently with access to general supervision.</p>
<b>Expertise</b>	Knowledge and skill is consistent with experience and/or formal training in order to perform high level conventional operational work in providing services for the Ministerial Transport fleet.
<b>Interpersonal Skills</b>	<p>Exercises well-developed communication skills consistent with developing a rapport with Ministers, Ministerial staff, parliamentary and departmental staff, clients and members of the public.</p> <p>Work at this level may include oral and written reporting on issues associated with efficient and effective service delivery.</p>
<b>Judgement</b>	<p>Judgement and/or initiative is expected in selecting the most appropriate means of completing and prioritising work.</p> <p>Problem solving may be required, especially when working away from supervision.</p> <p>More complex and unusual situations would be referred to the manager for further instruction.</p>
<b>Influence of Outcomes</b>	The influence of this work is to undertake high level conventional operational duties in providing ministerial driving services.
<b>Responsibility for Outcomes</b>	<p>Responsible for the satisfactory completion of high level conventional operational duties to a prescribed standard.</p> <p>Responsible for the effective operation of vehicles and the safe transport of Ministers and Ministerial staff and clients of the Ministerial Transport fleet.</p>





## 10. HOURS OF WORK

- (i) The ordinary hours of work for Ministerial Drivers are 76 ordinary hours per fortnight, plus a nominal 44 additional hours that are to be paid as the Industry Allowance. This represents a maximum of 120 hours of work per fortnight in each 2 week consecutive period of a four weekly cycle.
- (ii) The ordinary hours of work for Ministerial Drivers are between 8.00 am to 4.36 pm excluding a one hour meal break.
- (iii) An employee must notify the Manager Ministerial Transport when approaching 120 hours of time worked during each 2 week period, and the employer is to provide a replacement driver wherever practical, or implement other appropriate arrangements.
- (iv) A Ministerial Driver is required to remain in telephone contact with their designated Minister in the event of an emergency occurring. The Industry Allowance includes this circumstance.
- (v) A Ministerial Driver is required to have eight (8) days off in each four (4) weekly work cycle. Any such specified day(s) not taken within this time period may accumulate beyond this time period, subject to workplace health and safety requirements, and at the discretion of the Manager, Ministerial Transport. The number of days that may accumulate is not to exceed four (4) and these days must be taken in the following 2 week work period. The designated Minister and the Manager, Ministerial Transport are to make the arrangements necessary to manage appropriate time off.
- (vi) A Ministerial Driver who is not required for driving duties must notify the Manager, Ministerial Transport as soon as reasonably practical and may apply to take time off duty, which may include the normal entitlement, and any accumulated day(s) as specified in sub-clause (v).
- (vii) Log Books are to be kept, as required by the employer, to record driving time and kilometrage travelled with this record to be endorsed by the relevant client of the Ministerial Transport fleet and/or the Manager, Ministerial Transport.
- (viii) The Ministerial Driver is required to complete time sheets that records all time worked, including start and finishing times and days off with this record to be signed by the relevant client of the Ministerial Transport fleet and/or the Manager, Ministerial Transport.
- (ix) It is a condition of employment that Log Books as specified in sub-clause (vii) and time sheets as specified in sub-clause (viii) are accurate and up-to-date and are provided to the Manager, Ministerial Transport immediately following the conclusion of the relevant time period.
- (x) The usual place of employment is the Drivers Garage and/or the Minister or client's residence. All travel to and from the Driver's residence and the usual place of employment is counted as time worked. All travel time in excess of the usual travel time is not counted as time worked, unless there are no alternative sources





of accommodation away from the Driver's residence.

- (xi) An employee who is required to work on a Holiday with Pay is to be granted a day off in lieu of the day worked. This day is in addition to the entitlement specified in sub-clause (v) and is to be managed consistent with sub-clauses (v) and (vi), except that time in lieu of working on a Holiday with Pay may be accumulated to the equivalent of 5 days which may be taken in conjunction with recreational leave at the discretion of the Manager, Ministerial Transport.
- (xii) Wherever practicable an employee is to receive an eight hour break between the end of a period of time worked and any further period of time to be worked.
- (xiii)(a) Ministerial Drivers are entitled to meal allowances when required to:
  - (1) commence work two (2) hours or more before the normal commencement time; or
  - (2) continue on duty two (2) hours or more after the normal finishing time.
- (b) The meal allowances payable are those prescribed in the Tasmanian State Service Award as prescribed.
- (c) The meal allowances payable according to this clause are applicable on any day worked.

## **I I. UNIFORM AND PROTECTIVE EQUIPMENT**

### **(a) Uniforms**

- (i) The uniform as described is compulsory and must be worn at all times while on duty. Uniforms may only be worn for work purposes. Items other than those specified in this clause must not be worn. An employee who presents for work in other than the required uniform will be considered ineligible for duties.
- (ii) Maintenance of the uniform remains the responsibility of the employee.
- (iii) Jackets are to be worn by Drivers at all times while at Parliament or Government Houses or as directed otherwise by their Minister or Manager.

### **(b) Approved uniform**

An employee is to be provided with a uniform by 30 October each year that is to consist of:

- (i) a suit comprising a jacket and two pairs of trousers / skirts
- (ii) six shirts /blouses
- (iii) eight pairs of socks /stockings
- (iv) two ties
- (v) one jumper
- (vi) up to \$112.73 of reimbursement for plain black shoes to be adjusted in accordance



with the reported Hobart Capital City Consumer Price Index (CPI) rates updated in the September quarter figure of each year of the Agreement.

Further negotiations may occur between the employer and an employee for replacement items prior to the 1<sup>st</sup> October each year in the event of an unforeseen circumstance or alternatively additional items may be provided should such items be deemed necessary.

**(c) Personal Protective Equipment**

All personal protective equipment is to be issued and worn as required.. A list of such items is to be established, reviewed and maintained by the employer.

**12. 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 *State Service Act 2000* (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.

**13. DRIVERS LICENCES**

It is a condition of employment that all employees hold a current Tasmanian Driver's licence.

**14. USE OF MINISTERIAL VEHICLES**

A ministerial vehicle may be driven by the relevant Minister, client, passenger or an approved employee if the assigned Ministerial Driver becomes ill or fatigued during a journey.

**15. MEDICAL EXAMINATION**

- (a) An employee is to undertake a regular medical examination, paid by the employer, to ascertain their fitness to undertake the duties of Ministerial Driver.
- (b) An employee under the age of 50 years is required to have a medical examination each three years and over the age of 50 years each year.
- (c) The examining medical practitioner may be nominated by the employee and in the event of a medical problem being detected the employer may request the employee to seek another opinion.
- (d) A written report following the examination by a medical practitioner is to be forwarded to the employer and the employee on the prescribed form.
- (e) Reports arising from a medical examination are confidential.



**16. OCCUPATIONAL HEALTH AND SAFETY**

- (a) Employees are strongly encouraged to maintain a healthy lifestyle and are to be allowed up to a maximum of two paid hours each week, non-cumulative, to attend a gymnasium; and/or an approved health and /or fitness program; and/or undertake appropriate physical activities.
- (b) The reasonable cost of fees for attendance at a gymnasium or an approved health and or fitness program activity is to be met by the employer.
- (c) The absence from work by employees attending a gymnasium and/or an approved health and /or fitness activity program is at the direction of the Manager, Ministerial Transport.

**17. TRAINING**

An employee is to undertake and pass the "in house" basic driver training program prior to employment to ascertain their ability to perform the duties of a Ministerial Driver and employees may, as part of their duties, be required to participate in additional training programs /seminars and the like that are pertinent to their duties, such as advanced driving, first aid and security.

**18. GRIEVANCES AND DISPUTE SETTLING PROCEDURE**

Grievances and disputes that arise in the workplace are to be dealt with in accordance with the provisions of the Tasmanian State Service Award.

**19. NO EXTRA CLAIMS**

The parties to this Agreement undertake that, for the life of this Agreement, they will not make any additional claims relating to any matter included in this Agreement.





20. SIGNATURES

SIGNED FOR AND ON BEHALF OF  
COMMUNITY AND PUBLIC SECTOR UNION  
(STATE PUBLIC SERVICE FEDERATION TASMANIA) INC

  
\_\_\_\_\_  
SIGNED  
Tom Lynce

04 / 02 / 2014  
...../...../.....  
Date

SIGNED FOR AND ON BEHALF OF  
TRANSPORT WORKERS UNION OF AUSTRALIA  
VICTORIA/TASMANIA BRANCH

\_\_\_\_\_  
SIGNED

...../...../.....  
Date

SIGNED FOR AND ON BEHALF OF  
MINISTER ADMINISTERING THE  
STATE SERVICE ACT 2000

  
\_\_\_\_\_  
SIGNED

31 / 1 / 14  
...../...../.....



20. SIGNATURES

SIGNED FOR AND ON BEHALF OF  
COMMUNITY AND PUBLIC SECTOR UNION  
(STATE PUBLIC SERVICE FEDERATION TASMANIA) INC

\_\_\_\_\_  
SIGNED

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

SIGNED FOR AND ON BEHALF OF  
TRANSPORT WORKERS UNION OF AUSTRALIA  
VICTORIA/TASMANIA BRANCH



  
SIGNED

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

2, 2014

VIC/TAS BRANCH

SIGNED FOR AND ON BEHALF OF  
MINISTER ADMINISTERING THE  
STATE SERVICE ACT 2000

\_\_\_\_\_  
SIGNED

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

