

TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984

s 23 application for award or variation of award

Minister administering the State Service Act 2000

(T15064 of 2022)

PRESIDENT D BARCLAY

HOBART, 7 SEPTEMBER 2023

Variation of award – updated employment categories – superannuation - leave provisions – consent application – consent order issued – operative date of the variations, save the variations to clause 7 of Part 1 and clause 1 of Part 2, of the first full pay period commencing on or after 1 December 2022. The variations to clause 7 of Part 1 and clause 8 of Part 2 will be from 5 September 2023

TASMANIAN FIREFIGHTING INDUSTRY EMPLOYEES AWARD

ORDER BY CONSENT -

**No. 2 of 2023
(Consolidated)**

THE FOLLOWING CLAUSES ARE VARIED AND THE AWARD IS CONSOLIDATED:

IN PART I – APPLICATION AND OPERATION OF THE AWARD

CLAUSE 4 – DATE OF OPERATION

CLAUSE 6 – SUPERSESSION

CLAUSE 7 – DEFINITIONS

IN PART II – CONDITIONS OF EMPLOYMENT

CLAUSE 1 – TERMS OF EMPLOYMENT

IN PART III – WAGE AND SALARY PROVISIONS

CLAUSE 3 – SUPERANNUATION

IN PART VI – LEAVE AND HOLIDAYS WITH PAY

CLAUSE 2 – COMPASSIONATE AND BEREAVEMENT LEAVE

CLAUSE 4 – PERSONAL LEAVE

CLAUSE 5 – PARENTAL LEAVE

CLAUSE 6 – FAMILY VIOLENCE LEAVE

CLAUSE 7 – ABORIGINAL CULTURAL LEAVE (new clause)

CLAUSE 8 – DISABILITY LEAVE (new clause)

CLAUSE 9 – FOSTER AND KINSHIP CARE LEAVE (new clause)

CLAUSE 10 – GENDER AFFIRMATION LEAVE (new clause)

CLAUSE 11 – SURROGACY LEAVE (new clause)

PART I – APPLICATION AND OPERATION OF THE AWARD

1. TITLE

Tasmanian Fire Fighting Industry Employees Award

2. INDEX

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3. SCOPE

This award applies to all persons employed under the *State Service Act 2000*, occupying positions classified under this award, in the fire fighting industry operated by the Tasmania Fire Service.

4. DATE OF OPERATION

This award comes into operation from 5 September 2023.

5. AWARD INTEREST

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

- United Firefighters Union of Australia, Tasmania Branch

The employer deemed to be an employer organisation having an interest in this award pursuant to Section 62(4) of the *Industrial Relations Act 1984*:

- The Minister administering the *State Service Act 2000*

6. SUPERSESSION

This award supersedes the Tasmanian Fire Fighting Industry Employees Award No 1 of 2023.

7. DEFINITIONS

General definitions

Classification means assignment of a specific level or range of salary or status on a scale described in this award.

Casual Training Instructor means an employee who provides training to volunteer or career Firefighters or commercial clients of the Tasmania Fire Service when working on days off or hours in excess of 320 in an eight week cycle.

Continuous service means an unbroken period of service and is not broken by the taking of annual leave, long service leave, sick leave, leave as the result of an accident, leave lawfully granted, absence for a reasonable cause, or being stood down through no fault of the employee.

Day means a calendar day.

Employee means a person employed under the *State Service Act 2000*

Employer means the Minister administering the *State Service Act 2000*

Incident means a fire fighting operation or civil emergency as are defined in the *Fire Service Act 1979*.

Non-rostered shift employee means an employee required to work the hours described in Part V, Clause 1 - Hours of Work.

Normal salary rate means an employee's normal salary exclusive of all allowances and penalty payments as prescribed by Part III - Wage and Salary Provisions, Clause 1 Wage Rates of this Award.

Holiday with Pay means a day prescribed as a holiday with pay under Part VI, Clause 3 – Holidays with Pay.

Household in respect of an employee means any person or persons who usually reside with the employee.

Immediate family in respect of an employee includes:

- (a) spouse (including a former spouse) of the employee. Spouse means a person who is married and a person who is in a significant relationship within the meaning of the *Relationships Act 2003*.

A significant relationship is a relationship between two adult persons who:

- (i) have a relationship as a couple; and
 - (ii) are not married to one another or related by family.
- (b) child or an adult child (including an adopted child, a step child or an exnuptial child), parent (including foster parent step parent or legal guardian), grandparent, grandchild, sibling or step sibling, of the employee or employee's spouse.

Rostered shift employee means an employee required to work the roster of hours described in Part V, Clause 1 - Hours of Work.

Show Day means a Tasmanian holiday gazetted to be observed on a certain day in a specified location as indicated in Part VI, Clause 3 – Holidays with Pay.

Union means the United Firefighters Union of Tasmania.

Classification definitions

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

Specific direction refers to situations where precise instructions are given with little or no choice provided.

General direction

- (a) Means where employees under general directions would normally be given tasks by a more senior employee with defined objectives, priorities and deadlines; guidance would be given on any unusual situations. General instructions are provided, usually covering only the broader technical aspects of the work.
- (b) The employee would carry out the duties as assigned and handle any problems and deviations in accordance with instructions, training and previous experience. Some latitude in completing the assignment is available.
- (c) The employee may be subject to progress checks but where these are made they are usually confined to ensure that, in broad terms, satisfactory progress is being made. Completed assignments are usually evaluated for technical soundness, appropriateness and conformity to requirements.

Limited direction

- (a) Means where employees working under limited direction are provided with a clear statement of overall objectives and resources available. In conjunction with their more senior employee they decide on projects and assignments to be carried out and set deadlines.
- (b) The employee is fully competent and very experienced in a technical sense and requires little guidance during the performance of assignments. The employee would have authority to plan and carry out assignments, using some latitude in approach to achieve the desired objectives.
- (c) Completed work is reviewed only in terms of flexibility, compatibility with other work, or effectiveness in meeting defined objectives.

Supervision

Refers to supervision given to subordinate staff by more senior employees and consists of ensuring adherence to directions, solving problems, giving decisions on solutions proposed by subordinate employees and reviewing and checking work of staff.

Direct supervision

- (a) Means where employees working under direct supervision are usually given a few easily understood instructions. Where appropriate, deadlines and priorities for task completion would also be given.
- (b) While the employee may be expected to use some judgement in carrying out routine recurring assignments, it is expected that deviations, problems or unfamiliar situations not covered in general instructions would be referred to a more senior employee.
- (c) The work is normally subject to progress checks, and the results are usually checked.

General supervision

- (a) Means where employees working under general supervision would normally be provided with general instructions usually covering only the broader aspects of the work, or where there are unusual situations, which do not have clear precedents. This allows some latitude for employees to select the appropriate method and sequence in completing their tasks or assignments.
- (b) The employee has a good knowledge and makes more involved decisions within the confines of this knowledge.
- (c) Tasks and assignments may be subject to progress checks usually to ensure in broad terms, that satisfactory progress is being made. Completed work may be evaluated for suitability and conformity to policy and requirements.

Limited supervision

- (a) Means where employees working under supervision would be expected to have a broad knowledge of the work and wide experience. They perform work in accordance with broadly based standing instructions. In a technical sense, the employee is a fully competent employee and very experienced requiring little guidance.
- (b) The employee is expected to report on the work of the area when required. The area's progress and performance would normally only be inspected at irregular intervals. The standard of performance of the area is kept under review.

PART II - CONDITIONS OF EMPLOYMENT

1. TERMS OF EMPLOYMENT

(a) State Service Employees

All employees must be employed under the *State Service Act 2000*.

(b) Casual Training Instructor

- (i) An employee may be engaged as a Casual Training Instructor by mutual agreement between employee and employer for the purpose of training volunteer Firefighters, career Firefighters or commercial clients of the Tasmania Fire Service.
- (ii) A Casual Training Instructor's term of engagement is to be by the hour with a minimum payment of three hours for each engagement.
- (iii) A Casual Training Instructor is an employee working on a rostered shift employee's day off or a non-rostered shift employee when working in excess of 320 hours in an eight week cycle.
- (iv) An employee engaged as a Casual Training Instructor is to be paid at the hourly rate prescribed for at the employee's substantive classification. A loading of 30% must also be paid with 20% of this loading to compensate for sick leave, annual leave, and public holidays, and 10% for preparation, marking and travel time.
- (v) A Casual Training Instructor is not entitled to call back or overtime provisions.

2. TERMINATION OF EMPLOYMENT

(a) Notice of termination by employer

- (i) In order to terminate the employment of a full-time or regular part-time employee the employer shall give to the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (ii) In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- (iii) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

- (iv) In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- (v) The period of notice in this clause, shall not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency within the first fourteen days, neglect of duty or misconduct and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.
- (vi) Continuous service is defined in Part I, Clause 7.

(b) Notice of termination by an employee

- (i) The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- (ii) If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

(c) Time off during notice period

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

3. CLASSIFICATION DESCRIPTIONS AND STANDARDS

(a) Trainee Firefighter

- (i) Wage relativity to First Class Firefighter = 75%.
- (ii) Undertake routine fire fighting duties under direct supervision requiring basic mental skills and physical fitness requirements established by the Tasmania Fire Service. Required to achieve the competencies established by the Tasmania Fire Service.
- (iii) After which, under direct supervision basic equipment may be operated for which the Firefighter has been trained. A feature of this level is that specific direction is given from supervisors or standing operational procedures.

(b) Firefighter

- (i) Wage relativity to First Class Firefighter = after six months 80%; after twelve months 85%; after 24 months 90%.
- (ii) After successful completion of probation period and achievement of competencies established by the employer, a variety of basic fire fighting tasks and operation of basic equipment are undertaken under direct supervision. General direction is available.
- (iii) As training and experience is completed the Firefighter is expected to undertake all fire fighting tasks, drive and operate all vehicles and operate equipment under

general supervision and direction. There is also a requirement to train and supervise Trainee Firefighters engaged in routine station and fire fighting activities commensurate with skills attained.

(c) First Class Firefighter (Trades level)

- (i) Wage relativity = 100%.
- (ii) Under general supervision performs all fire fighting tasks to an advanced level of skill including driving and operating heavy pumpers and aerial appliances. Under general direction competent to undertake fire safety inspections commensurate with skills attained, give fire safety presentations and demonstrations and undertake training of lower level Firefighters in relation to station duties, fire fighting and equipment use.

(d) Senior Firefighter

- (i) Wage relativity to First Class Firefighter = 105%.
- (ii) Under general supervision performs all fire fighting tasks to an advanced level of skill including driving and operating heavy pumpers and aerial appliances.
- (iii) Under general direction competent to undertake fire safety inspections commensurate with skills attained, give fire safety presentations and demonstrations and undertake training of lower level Firefighters in relation to station duties, fire fighting and equipment use. Under general supervision supervises Firefighters in fire fighting operations.

(e) Leading Firefighter

- (i) Wage relativity to First Class Firefighter = 109%.
- (ii) Under limited supervision expected to undertake all fire fighting tasks and operate all equipment to advanced skill level. Required to employ an independent approach and initiative in relation to training, testing, evacuation, and prevention activities and overseeing work of Firefighters. Is qualified to act as a Station Officer and to apply for permanent appointment to a Station Officer level position. May be required to take charge of minor fires and fuel reduction burns while undertaking field duties.

(f) Station Officer

- (i) Wage relativity to First Class Firefighter = 120%.
- (ii) Under limited supervision, exercise initiative and judgement in supervising:
 - (1) a team of Firefighters at a fire scene or incident;
 - (2) a team of Firefighters, including managing a shift, in performing station duties, training, prevention and inspection activities at a station; and/or
 - (3) assisting with the supervision and direction of volunteer brigades.
- (iii) Under limited direction develops, implements and evaluates policy and programs in relation to specialist fire fighting activities and training, fire investigations, field duties and/or fire safety.

(g) Senior Station Officer

- (i) Wage relativity to First Class Firefighter = 125%.
- (ii) In addition to the duties of a Station Officer a Senior Station Officer is, under limited direction, to manage resources for a shift, for a group of stations within a brigade or for volunteer brigades or a group of volunteer brigades. Under limited direction undertakes specialist functions developing, implementing and evaluating policy and/or programs in relation to specialist fire fighting activities including training, fire investigation, field duties and/or fire safety.

(h) District Officer

- (i) Brigade Chief for a smaller brigade with less than two permanently staffed stations.
- (ii) In larger brigades responsible for the management of fire service activities and resources and the representation of the Fire Service in geographical and/or functional areas as determined by the Tasmania Fire Service. Required to take command where major fires/incidents occur or provide guidance and advice to Officers in charge of fire.
- (iii) Has the responsibility for a defined district encompassing volunteer brigades for co-ordination of resources, training, and fire prevention strategies. In the event of major fires/incidents within the district may be required to take command or provide advice to Volunteer Brigade Chiefs.
- (iv) Under limited direction undertakes specialist projects that have impact on a state-wide basis.

(i) Trainee Communications Officer

- (i) Wage relativity to First Class Firefighter = 75%.
- (ii) Undertake routine communications centre duties under direct supervision and direction.

(j) Communications Officer

- (i) Wage relativity to First Class Firefighter = after six months 80%; after twelve months 85%; after 24 months 90%; after 36 months 100%.
- (ii) As training and experience is completed the Communications Officers is expected to receive and dispatch resources and under general direction provide information as requested by Senior Firefighters, Leading Firefighters and/or Officers on the fire ground.
- (iii) After successful completion of competencies established by the Tasmania Fire Service all routine tasks are undertaken with no direct supervision although general direction is available from standard operating procedures when required.
- (iv) The Communications Officers are expected to train and assess more junior Communications Officers in the communications centre.

(k) Leading Communications Officer

- (i) Wage relativity to First Class Firefighter = 109%.

- (ii) Under limited supervision expected to undertake all control room tasks and operate all equipment to an advanced skill level. Required to employ an independent approach and initiative in relation to training and assessment and the performance of functional activities.
- (iii) May be required to take charge of the communications centre during periods of high operational activity. Is qualified to act as Supervisor – Control Room and to apply for permanent appointment to this position.

(l) Supervisor – Communications

- (i) Wage relativity to First Class Firefighter = 120%.
- (ii) Under limited supervision and direction, exercises initiative and judgement in supervising the effective operation of the state-wide control room and related activities. Develops, implements and evaluates policy and programs in relation to control room activities and training.

(m) Community Fire Safety Officer Classification Definitions

The classification definitions set out in this subclause apply only to duties undertaken in Community Fire Safety Division of Tasmania Fire Service that are similar to the duties undertaken by certain employees in Community Fire Safety whose duties are classified in accordance with the Firefighter/Fire Officer classification structure.

Community Fire Safety Officer 1

Focus	<p>The work consists of a technical practitioner focus on complex, multiple, diverse tasks to be performed to achieve specified outcomes. The work includes one or more components of research, analysis, investigation, evaluation and providing options and recommendations.</p> <p>Interprets and modifies guidelines, systems and processes to ensure conformity with specified outcomes and/or to provide alternative approaches to resolve operational problems.</p>
Context and Framework	<p>Initially, general instructions are provided, other than for more complex and unusual requirements which do not have clear guidelines or precedents. As expertise develops general direction is provided to achieve the required outcomes as operational guidelines, systems and processes are well understood</p> <p>Interpretation, modification or adjustment of accepted practices, methods or standards is routinely required to achieve specified outcomes.</p> <p>Uses initiative to resolve issues and satisfy client and stakeholder requirements.</p> <p>Policies, rules and regulations provide a framework for decision-making in undertaking and integrating the relevant activities of the work area.</p>
Expertise	<p>Knowledge and expertise consistent with qualifications recognised at Certificate III or IV or equivalent level.</p>

	<p>Technical practitioner subject matter knowledge and experience in the application of practices, methods and standards to meet the requirements of the operational area.</p> <p>Well developed knowledge and expertise in the application of policies, rules and regulations to guidelines, systems and processes.</p> <p>Well developed expertise in managing and applying information and specialised knowledge to the range of related activities of the work area.</p>
Interpersonal Skills	<p>Well developed interpersonal and communication skills.</p> <p>Assistance may be provided to a supervisor in reviewing and evaluating practices and standards and providing recommendations.</p> <p>Informs and guides to gain the acceptance of others regarding the practices, systems and processes required to achieve program and service delivery outcomes.</p> <p>Interprets and explains complex operational procedures and provides advice and detailed information to clients, stakeholders and members of the public.</p> <p>Work at this level may involve a supervisory role.</p>
Judgement	<p>Exercises judgement in applying policies, rules and regulations to practices, methods, systems and processes, and the planning and timing required to complete complex, diverse tasks.</p> <p>Creativity and initiative required to provide options, recommendations and solutions to satisfy non-standard requirements.</p>
Influence of Outcomes	<p>The work has a significant influence on the effective operation of the work unit including client, stakeholder and public perception regarding program or service delivery.</p> <p>A technical employee proposes and develops options to modify practices, methods and approach to meet specified needs while maintaining quality standards.</p> <p>Uses specialised expertise to advise, develop and recommend alternative approaches to achieve the work unit's objectives.</p>
Responsibility for Outcomes	<p>Responsible for maintaining practices, methods and standards and their modification as appropriate to provide satisfactory solutions for complex operational issues.</p> <p>Responsible for ensuring guidelines, systems and processes are applied appropriately to integrate related activities to meet specified guidelines.</p> <p>Responsible for maintaining quality control of outcomes.</p>

	Responsible for providing options and recommendations to resolve complex operational issues and/or improve operational effectiveness.
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Community Fire Safety Officer 2

Focus	<p>Work within a defined field requiring the evaluation/co-ordination and/or integration of complex tasks within a defined field.</p> <p>The work includes one or more components of planning, organising, directing, controlling or co-ordinating resources and related activities. The work includes one or more components of research, analysis, investigation, evaluation and providing options and recommendations.</p> <p>Interprets and modifies guidelines, systems and processes to ensure conformity with specified outcomes and/or to provide alternative approaches to resolve operational problems.</p>
Context and Framework	<p>General direction is provided to achieve the required outcomes as operational guidelines, systems and processes are well understood.</p> <p>Policies, rules and regulations provide a framework for decision-making in undertaking and integrating the relevant activities of the work area.</p> <p>Flexibility, innovation and initiative expected in providing alternative solutions to complex operational issues within the field of work.</p>
Expertise	<p>Knowledge and expertise consistent with qualifications recognised at Certificate IV or equivalent level.</p> <p>Well developed knowledge and expertise in the application of policies, rules and regulations to guidelines, systems and processes.</p> <p>Well developed expertise in managing and applying information and specialised knowledge to the range of related activities of the work area.</p> <p>Develops expertise in controlling and managing allocated resources.</p>
Interpersonal Skills	<p>Work at this level may involve a supervisory role.</p> <p>Highly regarded communication and interpersonal skills. This involves instructing, guiding and mentoring less experienced staff and making decisions on operational performance and activities.</p> <p>Informs, trains and guides to gain the acceptance of others regarding the practices, systems and processes required to achieve program and service delivery outcomes.</p> <p>Interprets and explains complex operational procedures and</p>

	provides advice and detailed information to clients, stakeholders and members of the public.
Judgement	<p>Exercises judgement in applying policies, rules and regulations to practices, methods, systems and processes.</p> <p>Applies specialised expertise to resolve complex operational issues with existing systems, procedures, infrastructure and equipment.</p> <p>Compiles, analyses and evaluates complex and unrelated information to maintain and modify operational performance and service delivery.</p>
Influence of Outcomes	<p>The work has a significant influence on service delivery performance and outcomes for the work unit.</p> <p>Uses specialised expertise to advise, develop and recommend alternative approaches to achieve the work unit's objectives.</p> <p>Instruction, education, and guidance provided have a significant influence on the development of individual and community capacity.</p>
Responsibility for Outcomes	<p>Responsible for ensuring guidelines, systems and processes are applied appropriately to integrate related activities to meet specified objectives.</p> <p>Responsible for providing options and recommendations to resolve complex operational issues and/or improve operational effectiveness.</p> <p>Where supervision is involved, responsible for ensuring advice, recommendations and decisions support specified service delivery and program outcomes.</p>

Community Fire Safety Officer 3

Focus	<p>Work within a defined field requiring the evaluation/co-ordination and/or integration of diverse and varied operational procedures and practices.</p> <p>The work requires detailed planning, organising, directing, controlling and co-ordinating of resources and related activities.</p> <p>The work requires in-depth research, analysis, investigation and evaluation to develop and implement complex practices, systems and processes to meet difficult operational and service delivery requirements.</p> <p>Specialised work in a particular discipline provides authoritative advice and expertise to support a range of complex activities.</p>
Context and Framework	<p>Applies specialised technical knowledge of a particular discipline to provide effective practical solutions in a complex operational environment.</p> <p>Work is undertaken within established guidelines, systems and processes with limited guidance required in applying specialised expertise to complex and challenging activities.</p> <p>Considerable independence in interpreting and evaluating the requirements and effectiveness of operational program and service delivery according to the decision-making framework and in providing solutions to meet service delivery requirements.</p> <p>Establishes new operational guidelines and/or precedents within the area of expertise consistent with operational policy.</p>
Expertise	<p>Knowledge and expertise consistent with qualifications recognised at Diploma, or Advanced Diploma or equivalent level.</p> <p>Highly proficient in the area of expertise with extensive skill in a specific discipline or in a particular field.</p> <p>In-depth knowledge and experience of the decision-making and operational framework, specific guidelines, systems and processes and their effects on stakeholders, clients, other employees and members of the public.</p> <p>Supervisory and specialised roles provide leadership, instruction and guidance in the specific discipline or area of expertise in implementing and modifying existing methods, systems, processes, infrastructure and equipment to resolve operational problems.</p>
Interpersonal Skills	<p>Informs and guides to gain the acceptance of others regarding the maintenance and modification of intricate and unrelated methods, systems and processes for effective service and program delivery outcomes.</p> <p>Provides clear and authoritative advice and recommendations for complex activities that are understood and accepted by others as</p>

	<p>resolving program and service delivery challenges.</p> <p>May represent the organisation with the authority to negotiate outcomes that meet the specified requirements and objectives of the program or service delivery unit.</p> <p>A supervisor mentors and evaluates the performance of less qualified or experienced staff.</p>
Judgement	<p>Exercises initiative, flexibility and creativity in applying specialised expertise to meet complex operational challenges.</p> <p>Makes informed decisions, recommendations and/or implements alternative methods of approach to provide operational solutions for program and service delivery requirements.</p> <p>Identifies, assesses and responds to changes to guidelines, systems, methods and processes in applying appropriate solutions.</p>
Influence of Outcomes	<p>The work provides significant specialised support in meeting the work area's objectives.</p> <p>Influences the skill development and performance of less experienced employees.</p> <p>Influences the effective use of infrastructure, systems and processes and their modification in response to changes to operational procedures and the decision-making framework.</p>
Responsibility for Outcomes	<p>Responsible for ensuring specialised expertise is effectively applied to provide program and service delivery outcomes consistent with the operational framework.</p> <p>Responsible for providing leadership, instruction and guidance to less qualified or experienced employees in the specific discipline or area of expertise.</p>

4. CAREER PATHS

(a) Method of advancement

- (i) Eligibility for advancement, but not promotion, is to be on the basis of formal assessment of skills acquired and utilised that are required by the Tasmania Fire Service for the rank or classification. These skills are to be certified to in writing as part of the assessment process.
- (ii) Where assessment is delayed through no fault of the employee, the eligible date is not to be changed and the increase, if any, will be paid retrospectively to that date.

(b) Recruit entry

- (i) A Trainee Firefighter [classification 3(a)] is an adult employee who has been engaged in the Tasmania Fire Service in accordance with the *State Service Act 2000*.
- (ii) After achievement of the competencies established by the Tasmania Fire Service or training up to a maximum of six months an employee is to be appointed as a Firefighter and is to advance to the next salary level [classification 3(b)].
- (iii) Advancement to Firefighter after twelve months [classification 3(b)] is to be made after successful completion of twelve months employment and successful achievement of the competencies established by the Tasmania Fire Service.
- (iv) Advancement to Firefighter after 24 months [classification 3(b)] is to be made on the subsequent anniversary date of advancement to classification 3(b) and achievement of competencies established by the Tasmania Fire Service.
- (v) Advancement to First Class Firefighter [classification 3(c)] is to be made after three years from the anniversary date of appointment to a position of Trainee Firefighter in the Tasmania Fire Service and achievement of competencies established by the Tasmania Fire Service.

(c) Senior Firefighter

Advancement to Senior Firefighter [classification 3(d)] is to be made from First Class Firefighter after the successful achievement of competencies established by the Tasmania Fire Service.

(d) Leading Firefighter

Advancement to Leading Firefighter [classification 3(e)] is to be made from First Class Firefighter or Senior Firefighter after the successful achievement of competencies established by the Tasmania Fire Service.

(e) Station Officer

- (i) Promotion to Station Officer [classification 3(f)] is to be made from a Leading Firefighter, who possesses Tasmania Fire Service qualifications for promotion to Station Officer, to a vacant position on merit.
- (ii) The Officer will serve a probationary period at this level for six months from the date of appointment. If approved by the Chief Officer, the Officer may be appointed as a permanent station officer. If the Officer is not appointed

permanently after six months, the probationary Station Officer may be granted an additional three months probationary period after which, if approved by the Chief Officer, the Officer may be appointed as a permanent Station Officer. If the Officer is still not appointed at that time, the Officer is to resume the rank formerly occupied.

(f) Senior Station Officer

Promotion to Senior Station Officer [classification 3(g)] is to be made on merit from a Station Officer who possesses Tasmania Fire Service qualifications for promotion to Senior Station Officer. The Officer will serve a probationary period at this level for six months from the date of appointment. If approved by the Chief Officer, the Officer may be appointed as a permanent Senior Station Officer. If the Officer is not appointed permanently after six months, the probationary Senior Station Officer may be granted an additional three months probationary period after which, if approved by the Chief Officer, the Officer may be appointed as a permanent Senior Station Officer. If the Officer is still not appointed at that time, the Officer is to resume the rank formerly occupied.

(g) District Officer

Promotion to District Officer [classification 3(h)] is to be made on merit from a Senior Station Officer, qualified for promotion to a District Officer. The Officer will serve a probationary period at this level for six months from the date of appointment. If approved by the Chief Officer, the Officer may be appointed as a permanent District Officer. If the Officer is not appointed permanently after six months, the probationary District Officer may be granted an additional three months probationary period after which, if approved by the Chief Officer, the Officer may be appointed as a permanent District Officer. If the Officer is still not appointed at that time, the Officer is to resume the rank formerly occupied.

(h) Non recruit entry

- (i) The employer may initially appoint a person who is suitably qualified and who has achieved competencies in fire duties up to and including the level of Firefighter after twelve months [classification 3(b)] subject to the employer being satisfied that the person's qualifications and competencies are suitable and current for the position and salary proposed.
- (ii) In such cases, the person's subsequent career path progression and promotion to higher levels will be on the same basis as the career path progression and promotion of other employees of the Tasmania Fire Service.

(i) Lateral entry by experienced firefighters

The employer may initially appoint a person who is currently competent and who has appropriate periods of practical firefighting employment experience in a recognised career firefighting agency. The appointment and advancement of these persons, up to and including the level of Leading Firefighter [classification 3(e)], is to occur depending on the level of competency and experience in each individual case. In all cases the Tasmania Fire Service must consult its employees regarding its intention to appoint Firefighters in accordance with this clause.

(j) Trainee Communications Officer

- (i) A Trainee Communications Officer [classification 3(i)] is an adult employee who has been engaged in the Tasmania Fire Service.

- (ii) After achievement of the competencies established by the Tasmania Fire Service or training up to a maximum of six months an employee is to be appointed as a Communications Officer and is to advance to the next salary level [classification 3(j)].
- (k) Communications Officer
 - (i) Advancement to Communications Officer after twelve months [classification 3(j)] is to be made after successful completion of twelve months employment and successful achievement of the competencies established by the Tasmania Fire Service.
 - (ii) Advancement to Communications Officer after 24 months [classification 3(j)] is to be made on the subsequent anniversary date of advancement to Communications Officer and achievement of competencies established by the Tasmania Fire Service.
 - (iii) Advancement to Communications Officer after 36 months [classification 3(j)] is to be made after three years from the anniversary date of appointment to a position of Trainee Communications Officer in the Tasmania Fire Service and achievement of competencies established by the Tasmania Fire Service.
 - (iv) Promotion to the position of Leading Communications Officer [classification 3(k)] is to be made from Communications Officer, after successful achievement of competencies established by the Tasmania Fire Service, to a vacant position on merit.
 - (v) Promotion to the position of Supervisor – Communications [classification 3(l)] is to be made from Leading Communications Officer, after successful achievement of competencies established by the Tasmania Fire Service, to a vacant position on merit.
- (l) Community Fire Safety Officer Advancement Assessment and Salary Progression
 - (i) Classification and Progression
 - (a) For the purposes of this clause and Part III, Clause 1(a):

‘Advancement assessment point’ means a salary increase available without promotion subject to satisfactory assessment for advancement.

‘CS01’ means Community Fire Safety Officer Band 1, and so forth, and **‘R1’** means Range 1, and so forth.

‘CS01-R1-1’ means level 1 in Range 1 of Community Fire Safety Officer Band 1, and so forth.

‘Increment’ means an annual salary increase prescribed by a previous award.

‘Progression’ means a salary increase within a band subject to assessment.
 - (b) Subject to this award, progression from one band to another in the classification structure is via promotion. Progression from one range to another is via Advancement Assessment. Progression within a range is via progression criteria. An employee may advance through one or more salary levels within the same band on the same date, as determined by the employer.

- (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.

(ii) Advancement Assessment and Progression Guidelines

The following components will apply to the introduction of the changes to the advancement assessment, and progression points:

- (i) Until guidelines have been issued and implemented by the employer, normal salary progression (increments) applies.
- (ii) Guidelines on salary progression points to be published with the target date of 1 October 2009.
- (iii) Guidelines on advancement assessment points to be published with the target date of 1 October 2009.

(m) Other position titles

The above career path structure incorporates advancement for employees whose position descriptions are Fire Safety Officers/Consultants, Training Officers, Field Officers or Fire Investigation Officers at their assigned ranks in addition to classifications specifically mentioned.

5. FLEXIBILITY IN EMPLOYMENT

An employee is to carry out any duties that are within the limits of the employee's skills, competence, training and classification level. If appropriate, the employee is to be paid higher duties or relieving allowance.

6. SPECIAL CONDITIONS OF WORK RELATING TO COMMUNITY FIRE SAFETY OFFICERS

- (a) The conditions of employment for Community Fire Safety Officers are those contained in the *Tasmanian State Service Award* except where provided for specifically in this clause and Part I, Clause 7, Part II, Clause 3 and Part III, Clause 1 of this Award.
- (b) Hours of Work
 - (i) Employees are to work 304 hours in an 8 week cycle. The 304 hour cycle is made up of eight 38 hour working weeks. The number of hours worked on any day or in any week may vary to enable the Tasmania Fire Service and its employees to meet the particular needs of Community Fire Safety clients.
 - (ii) The normal spread of hours for payment of ordinary hours is between 7.00am and 7.00pm Monday to Friday with a minimum unpaid lunch break of 30 minutes. Managers may determine standard start/finish times within the spread of hours consistent with business needs.
 - (iii) The employer and the employee, may, by mutual agreement, vary the normal spread of hours. In such cases, time worked outside the normal spread of hours from Monday to Friday are not to be paid at overtime rates but are to be included in the 304 hours for the relevant 8 week cycle.

- (iv) A minimum break of 8 hours is to be taken between days. If this is not possible, overtime is to be paid according to subclause 6(c)(ii).

(b) Maximum hours

The maximum time worked on any day, inclusive of travel, will be 12 hours, except in an emergency. An employee is not to work more than three 12 hour days in any one week.

(c) Overtime

- (i) An employee is to be paid overtime for all time worked that the employee is directed to work by their manager outside the normal spread of hours. An employee is also to be paid overtime for any time worked in excess of 10 hours within the spread of hours or in excess of 53 hours in any week.
- (ii) On weekdays, overtime is to be paid at the rate of 1.5 times the normal rate for the first three hours, and double the rate thereafter. On Saturday and Sundays, overtime is to be paid at double the normal rate.

(d) Time off in lieu (TOIL)

An employee may elect, with the approval of the employer, to take time off in lieu of overtime. TOIL will be accrued and taken at single time rates. An employee may not accrue more than 22.8 hours TOIL.

(e) Managing Time off

- (i) Employees may seek the approval of their supervisor to take time off at any stage in an 8 week cycle, subject to the following:
 - the employer is satisfied that the employee will complete 304 hours in the relevant 8 weeks cycle and,
 - the employer is satisfied that the absence on a particular day will not significantly compromise the work of the Unit.
- (ii) The employer is to ensure that employees are given the opportunity to take time off during an 8 week cycle at mutually agreeable times so that no more than 304 ordinary hours are worked in that 8 week cycle; except that, employees may elect to accumulate and carry forward for their own purposes up to 30.4 hours in excess of the required 304 hours in an 8 week cycle. This time is not to be counted as overtime. No more than 30.4 hours is to be carried forward from one 8 week cycle to the next.
- (iii) Employees are to liaise with their supervisor to ensure that:
 - Their average working week is 38 hours;
 - No more than 12 hours are worked in any one day;
 - Sufficient time is rostered on and off duty to ensure the needs of Community Fire Safety clients are met without excess hours being worked;
 - Accumulated recreation leave doesn't exceed 40 days.

- (iv) In order to manage reasonable working hours and client needs, a manager or supervisor may direct an employee to take time off.
- (f) **Travel**
When an employee is likely to work in excess of 12 hours in one day due to the necessity for travel, supervisors are to make arrangements for overnight accommodation to ensure the maximum number of hours to be worked is not exceeded.
- (g) **Lunch Breaks**
An employee is to take a lunch break of at least 30 minutes between the hours of 12.00 noon and 2.00pm. All time taken for lunch breaks is to be unpaid.
- (h) **Morning and Afternoon Tea Breaks**
Employees are not entitled to paid tea breaks.
- (i) **Minimum Break**
- (i) Employees will take a minimum break of 8 hours between the conclusion of work on any day and commencement of work on the following day.
- (ii) When an employee resumes working without having had at least eight consecutive hours of duty between the termination of ordinary work on one day and the commencement of ordinary work on the next day the employee will be released after completion of the overtime until eight consecutive hours off duty have been taken without loss of pay for ordinary working time occurring during this prescribed absence.
- (iii) If on the instructions of the employer an employee resumes or continues working without having had eight consecutive hours off duty, the employee will be paid at double the employee's normal salary rate until released from duty for a continuous period of at least eight hours. The employee will be entitled to be absent until a period of eight consecutive hours off duty is had without loss of pay for ordinary working time occurring during the absence.
- (iv) This subclause will not apply to an employee on standby who is recalled to duty unless the employee is required to work for an actual period of three hours or more on a recall or on each subsequent recall.
- (j) **Holidays with Pay**
- (i) All employees, other than rostered shift employees, are entitled to the following public holidays:
- Christmas Day;
 - Boxing Day;
 - New Year's Day;
 - Australia Day;
 - Hobart Regatta Day (south of Oatlands);
 - Eight Hour Day;
 - Good Friday;
 - Easter Monday;
 - Easter Tuesday;
 - ANZAC Day;
 - Queen's Birthday;

- Show Day (as defined);
 - Recreation Day (where Hobart Regatta Day is not observed).
- (ii) Employees rostered to work on these days will be paid overtime at two and a half times the normal rate less the normal daily rate for hours worked.

PART III - WAGE AND SALARY PROVISIONS

1. WAGE RATES

Classification	Percentage Relativity	Salary Rate per annum Effective First Full Pay Period Commencing on or After (FFPPCOOA) 20 August 2019
Trainee Firefighter	75	\$59,185
Firefighter after 6 months	80	\$63,131
Firefighter after 12 months	85	\$67,075
Firefighter after 24 months	90	\$71,021
First Class Firefighter	100	\$78,913
Second Firefighter	105	\$82,859
Leading Firefighter	109	\$86,016
Station Officer	120	\$94,695
Station Officer Grade 1	123	\$97,062
Senior Station Officer	125	\$98,641
District Officer		\$ 114,225
Trainee Communications Officer	75	\$59,185

Communications Officer after 6 months	80	\$63,131
Communications Officer after 12 months	85	\$67,075
Communications Officer after 24 months	90	\$71,021
Communications Officer after 36 months	100	\$78,913
Leading Communications Officer	109	\$86,016
Supervisor Firecomm	120	\$94,695
Trainee Fire Equipment Officer		\$36,852
Fire Equipment Officer Level 1		\$38,416
Fire Equipment Officer Level 2		\$41,022
Senior Fire Equipment Officer		\$47,666

Classification	Classification Descriptor	Salary Rate per annum Effective First Full Pay Period Commencing on or After (FFPPCOOA) 20 August 2019
Community Fire Safety Officer 1	CSO1-R1-1	\$64,517
	CSO1-R1-2	\$65,830
	CSO1-R1-3	\$67,146
	CSO1-R1-4	\$68,445
	CSO1-R1-5	\$70,225
	Advancement Assessment Point	

	CSO1 -R2- 1	\$72,416
	CSO1-R1-2	\$73,733
	CSO1-R2-3	\$75,651
	Promotion	
Community Fire Safety Officer 2	CSO2-R1-1	\$72,416
	CSO2-R1-2	\$73,733
	CSO2-R1-3	\$75,651
	Advancement Assessment Point	
	CSO2-R2-1	\$77,678
	CSO2-R2-2	\$78,991
	CSO2-R2-3	\$81,044
	CSO2-R2-4	\$83,754
	Promotion	
Community Fire Safety Officer 3	CSO3-R1-1	\$86,823
	CSO3-R1-2	\$88,560
	CSO3-R1-3	\$90,797

2. PAYMENT AND CALCULATION OF SALARY

(a) Payment of salaries

Annual salaries will be calculated and paid on a fortnightly basis on alternate Wednesdays into a bank, credit union or society account nominated by the employee. In the event that the Wednesday is a defined public holiday, payment is to be made on the previous day but no later than the day after the normal pay day.

(b) Payment details

An employee is to be provided with details of gross and net pay due, together with details of hours, allowances, overtime, penalties, superannuation and any deductions made by the employer.

(c) Payment on termination

If the services of an employee are terminated, any salary and entitlements owing will be paid, where practicable, on the day of termination or on the next weekday.

(d) Short payment

If an employee is short paid, the outstanding amount owing is to be paid within 48 hours or as agreed by the employee.

3. SUPERANNUATION

In this clause:

"complying superannuation scheme" means a superannuation scheme that is a complying superannuation fund for the purposes of the *Superannuation Industry (Supervision) Act 1993* of the Commonwealth.

"default fund" means a superannuation fund that is nominated under section 20(1) of the PSSR Act to be a default fund.

"defined benefit scheme" means the State Fire Commission Superannuation Scheme or the RBF contributory scheme.

"employee's fund" means the default fund or another complying superannuation scheme if the employee has so elected in writing.

(a) Superannuation arrangements for employees are prescribed in:

- (i) the Public Sector Superannuation Reform Act 2016 (PSSR Act)
- (ii) any regulations made for the purposes of the PSSR Act
- (iii) the State Fire Commission Superannuation Scheme Trust Deed continued under the PSSR Act; and
- (iv) the Superannuation Guarantee (Administration) Act 1992 and its regulations.

(b) An employee is to be a member of the default fund unless the employee elects in writing to their employer to become a member of another complying superannuation scheme.

(c) The following conditions are to apply to employees who are members of the State Fire Commission Superannuation Scheme (SFCSS) and who exited the SFCSS prior to 14 November 2009:

- (i) In addition to superannuation payments required to be made in accordance with the provisions of the PSSR Act the employer is to contribute a further amount of 5% to a complying superannuation fund of the employee's choosing.
- (ii) Employees who elected to exit the SFCSS prior to 14 November 2009 will not be required to make any further compulsory employee contributions as at

the date the election is made. The employee contribution is subject to normal taxation requirements.

- (iii) Employees who elect to exit the SFCSS after 14 November 2009, and who continue to be employed under the provisions of the State Service Act 2000 are to receive employer superannuation contributions as prescribed by the PSSR Act.
- (iv) Employees who were members of the SFCSS prior to 1 July 2005 and who continue to remain members of the SFCSS are entitled to receive an employer contribution of 3% into a complying superannuation scheme.

(d) Additional Employer Superannuation Contributions

The provisions of this clause apply in addition to the rights, entitlements or obligations of the Employer or an employee under the PSSR Act or any regulations made under it.

(i) **Accumulation Scheme Members**

- (1) For all periods of unpaid parental leave the employer will make fortnightly additional employer superannuation contributions on behalf of the employee to the default fund or to another complying superannuation scheme if the employee has so elected in writing, at the following rate:

$$\text{EmpCont} = (\text{NRP}/26) \times \text{C\%} \quad \text{EmpCont} - \text{Additional Employer Superannuation Contribution}$$

NRP – Normal rate of pay for employee as defined by Part VI, Clause 5 Parental Leave sub clause (a)(x).

C% - relevant "charge percentage" specified in section 19 of the *Superannuation Guarantee (Administration) Act 1992* of the Commonwealth, as amended from time to time

- (2) For a period of paid parental leave for which an employee, in accordance with a relevant Award, has decided to take the period of paid parental leave on half pay as provided for by Part VI – Leave and Holidays with Pay, Clause 5 Parental leave, subclause (c) Paid Primary Caregiver Leave, the employer will make fortnightly additional employer superannuation contributions on behalf of the employee to the employee's default fund or to another complying superannuation scheme if the employee has so elected in writing, at the following rate:

$$\text{EmpCont} = 0.5 \times (\text{NRP}/26) \times \text{C\%} \quad \text{EmpCont} - \text{Additional Employer Superannuation Contribution}$$

NRP – Normal rate of pay for employee as defined in by Part VI, Clause 5 Parental Leave sub clause (a)(x).

C% - relevant "charge percentage" specified in section 19 of the *Superannuation Guarantee (Administration) Act 1992* of the Commonwealth, as amended from time to time

- (3) After a continuous period of four weeks personal leave without pay and for the remainder of that employee's continuous period of personal leave without pay, the employer will make fortnightly additional employer superannuation contributions on behalf of the employee to the employee's fund, at the following rate:

$\text{EmpCont} = (\text{NSR}/26) \times \text{C\%}$ EmpCont – Additional Employer Superannuation Contribution

NSR – Normal salary rate for the employee as defined in by Part I – Application and Operation of the Award, Clause 7 Definitions.

C% - relevant "charge percentage" specified in section 19 of the *Superannuation Guarantee (Administration) Act 1992* of the Commonwealth, as amended from time to time

- (4) For any period when an employee is absent from work either totally or partially due to a workers compensation claim and in receipt of a workers compensation weekly payment, the employer will make additional employer superannuation contributions on behalf of the employee to the employee's fund, at the following rate:

$\text{EmpCont} = \text{WP} \times \text{C\%}$ EmpCont – Additional Employer Superannuation Contribution

WP – Workers compensation weekly payment paid to employee

C% - relevant "charge percentage" specified in section 19 of the *Superannuation Guarantee (Administration) Act 1992* of the Commonwealth, as amended from time to time

(ii) **Defined Benefit Scheme members**

(1) For all periods of:

(A) unpaid parental leave during which the employee elects not to pay, is taken to have elected not to pay or is precluded by the rules of the Defined Benefit Scheme from paying, their own contributions to the Scheme; and

(B) paid parental leave for which an employee, in accordance with a relevant Award, has decided to take the period of paid parental leave on half pay as provided for by Part VI – Leave and Holidays with Pay, Clause 5 Parental leave, subclause (c) Paid Primary Caregiver Leave,

the employer will make fortnightly additional employer superannuation contributions on behalf of the employee for that period to the employee's fund, at the following rate:

$$\text{EmpCont} = [(\text{NRP}/26) - \text{AS}] \times \text{C\%} \quad \text{EmpCont} - \text{Additional Employer Superannuation Contribution}$$

NRP – Normal rate of pay for employee as defined in by Part VI, Clause 5 Parental Leave sub clause (a)(x).

AS – Actual salary paid to employee while on parental leave

C% - relevant "charge percentage" specified in section 19 of the *Superannuation Guarantee (Administration) Act 1992* of the Commonwealth, as amended from time to time

(2) After a continuous period of four weeks personal leave without pay and for such time during the remainder of that employee's continuous period of personal leave without pay where the employee is precluded by the rules of the Defined Benefit Scheme from paying, their own contributions to the Scheme, the employer will make fortnightly additional employer superannuation contributions on behalf of the employee for that period to the default fund or to another complying superannuation scheme if the employee so elects in writing, at the following rate:

$$\text{EmpCont} = (\text{NSR}/26) \times \text{C\%} \quad \text{EmpCont} - \text{Additional Employer Superannuation Contribution}$$

NSR – Normal salary rate for the employee as defined by Part VI, Clause 5(a)(x).

C% - relevant "charge percentage" specified in section 19 of the *Superannuation Guarantee (Administration) Act 1992* of the Commonwealth, as amended from time to time

- (3) For any period when an employee is absent from work either totally or partially due to a workers compensation claim, and in receipt of a workers compensation weekly payment and the employee elects not to pay their own contributions to the Scheme, or is precluded by the rules of the Defined Benefit Scheme from paying, their own contributions to the Scheme, the employer will make additional employer superannuation contributions on behalf of the employee for that period to the employee's fund, at the following rate:

$\text{EmpCont} = \text{WP} \times \text{C\%}$

EmpCont – Additional Employer Superannuation Contribution

WP – Workers compensation weekly payment paid to employee

C% - relevant "charge percentage" specified in section 19 of the *Superannuation Guarantee (Administration) Act 1992* of the Commonwealth, as amended from time to time

4. TASMANIAN MINIMUM WAGE

In accordance with s 47 AB of the *Industrial Relations Act 1984* (the *Act*) the minimum weekly wage for an adult full time employee is the Tasmanian Minimum Wage as determined by the Tasmanian Industrial Commission pursuant to s 35 (10A) of the *Act*.

The Tasmanian Minimum Wage is \$812.60 per week, operative from 1 August 2022.

PROVIDED this clause has no application to employees engaged under a contract of training or to an employee who is in receipt of a supported wage assessment.

PART IV - ALLOWANCES

1. HIGHER DUTIES ALLOWANCE

(a) Entitlement

Where an employee is directed by the employer to temporarily perform the duties of an employee with a higher classification, that employee will be paid an allowance equal to the difference between the employee's own classification and the minimum rate of pay for the higher classified position. Non-rostered shift employees must be required to undertake the higher classified duties for fourteen consecutive days or more to be eligible for this allowance.

(b) Short term relief for rostered shift employees

Where a station officer or senior station officer is absent for a period of four rostered shifts or less, a leading firefighter or station officer from that shift may relieve in a temporary capacity as determined by a more senior officer. In the event that a leading firefighter or station officer from that shift is not available, a qualified officer, preferably a station officer, from another shift may be recalled if the circumstances warrant it.

(c) Promotion

On promotion to a position whose duties an employee was performing in a temporary capacity immediately prior to appointment, the commencement of the employee's probation period is to be calculated from the start of the acting period. Rostered shift employees will have any period of higher duties in excess of four rostered shifts counted when appointed permanently as a Station Officer or Senior Station Officer, as appropriate.

(d) Payment during leave

Where a non-rostered shift employee receiving an allowance under subclause 1(a) proceeds on approved leave, personal leave or leave in lieu of overtime, the employee will continue to receive that allowance if the duties continue after the period of leave.

2. SPECIAL ALLOWANCES

(a) Meal allowance

- (i) Where an employee is required to commence duty at the employee's normal place of duty not less than one and a half hours before, or remain on duty for more than one and a half hours after, normal duty hours, and as a result the employee has to obtain a meal away from home, the employee will be entitled to a meal allowance at the following rates:

Meal	Rate of allowance
Breakfast	\$9.30
Lunch (or midday meal)	\$10.25
Dinner (or evening meal)	\$18.10

- (ii) However, where an employee is required to work overtime on a Saturday, Sunday or public holiday, and has been given prior notice of the requirement to work, the employee is not entitled to a meal allowance. Where such prior notice has not been given, the employee is entitled to a meal allowance.

(b) Training course, conference allowance

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

	Rate per day
Within Tasmania	\$15.70
Outside Tasmania	\$22.10

(c) Travel allowances

(i) Kilometreage

Where an employee receives official approval from the Tasmania Fire Service to use a private motor vehicle for official purposes on an occasional basis, an allowance is to be paid at the rate of:

Engine capacity	Rate (cents per kilometre)	
	First 10,000 km	Any additional kms
Less than 2 litres	38.87 (86%)	20.79 (46%)
2 Litres and above	45.20 (100%)	23.96 (53%)

(ii) Travelling

Employees travelling on duty who are required to remain away from their normal place of residence overnight are to, where full accommodation is not provided, be paid an allowance calculated in accordance with the following components:

Event	Applicable hours	Within Tasmania	Outside Tasmania	Sydney Only
Breakfast	0700 - 0830 hours	\$15.00	\$15.00	\$15.00
Lunch	1230 - 1400 hours	\$13.35	\$13.35	\$13.35
Dinner	1800 - 1930 hours	\$28.40	\$28.40	\$28.40
Accommodation	overnight	\$91.70	\$128.10	\$149.60

PART V – HOURS OF WORK AND OVERTIME

1. HOURS OF WORK

(a) Rostered shift employees

Employees working rostered shift work are to work the following hours in rotation over an eight-week roster:

2 day shifts	0800 hours to 1800 hours
2 night shifts	1800 hours to 0800 hours
4 days off	

(b) General conditions applying to rostered shift employees

- (i) A Brigade Chief may require any individual employee on completion of an employee's rostered off period to work a period of non-rostered shiftwork.
 - (1) In the case of personnel required to work not more than eight consecutive days over two consecutive weeks, notice of this change is to be given to the employee no later than the completion of the previous rostered period of duty, and in any other case, 28 days.
 - (2) In the case of Officers, the period of non-rostered shift work is not to exceed a period of two years, unless otherwise agreed between the employer and the employee. In the case of other employees, the period of non-rostered shift work will not exceed a period of six months, unless otherwise agreed between the employer and the employee.
- (ii) The roster when once compiled is not to be departed from except:
 - (1) To meet an emergency due to sickness or other unexpected or unavoidable cause beyond the employer's control; or
 - (2) By personal agreement between the employer and the employee; or
 - (3) By agreement between the employer and the accredited representative of the United Firefighters Union of Australia, Tasmanian Branch, to suit the circumstances of the establishment.
- (iii) In the absence of agreement between the employer and a rostered shift work employee, the employer is to provide the employee with seven days notice of alteration of shift.

Failure to give the required notice to the employee of a change in roster, entitles the employee to double the normal rate of pay for the changed hours of work until the required notification period has expired.

- (iv) In the case of an incident or potential incident, off duty employees may be recalled for immediate duty.
 - (v) Ninety minutes meal and break time is to be allowed each shift which is to be counted as time worked.
 - (vi) The employer may by agreement or upon giving not less than one week's notice, require an employee to attend training courses.
 - (vii) The employer is to pay travelling expenses allowances between the employee's workplace and the training course location and return in the event of an employee being required to provide his/her own transport.
 - (viii) The employer is to reimburse the cost of full board and lodging while attending training courses, equivalent to that applying to other employees in the Tasmania Fire Service. This clause is not to apply where full board and lodging is provided by the employer at no cost to the employee.
 - (ix) The employer may, at its discretion, fix within a spread of hours between 8.00 a.m. and 10.00 p.m. the daily number of training hours and the time at which daily training sessions are to be held.
 - (x) Any training time in excess of a total of ten hours in any one day or 42 hours in any one weekly tour of training duty (which is to not exceed five days) is to be paid for at double time.
- (c) Non-rostered shift employees
- (i) Employees working non-rostered shiftwork are to work an eight week, 320 hour cycle. Employees may be required to work four weekend days and fourteen nights in each eight-week cycle.
 - (ii) Employees are to manage their own time during each eight-week cycle. Approval must be gained prior to working any overtime.
 - (iii) Overtime is to be paid for all time spent fire fighting if it is not practical to take time off during the respective eight-week cycle. However, the employer may authorise the payment of overtime for firefighting duties within the pay period in which the firefighting occurs. In these cases employees will be advised accordingly prior to the firefighting commencing.
 - (iv) The employer and a non-rostered shift employee may agree that the employee will undertake rostered shift work. In the absence of agreement, the employer is to give one day's notice of a requirement to undertake rostered shift work. Failure to give the required notice, entitles the employee to double the normal rate of pay for the changed hours of work until the required notification period has expired.

(d) Fire Equipment Officers

- (i) Fire Equipment Officers are to work a 38 hours per week Monday to Friday inclusive, within a spread of hours between 7.30 a.m. and 5.00 p.m. Hours are to be worked so that employees are entitled to take a rostered day off in each fortnight worked, on a day agreed to by the employer and employee.
- (ii) Employees are entitled to a fifteen minute rest period in the morning and in the afternoon.

2. OVERTIME

(a) Requirement to work overtime

The employer may require an employee to work reasonable overtime. Overtime is only to be worked with the prior approval of the employer.

(b) Time of working overtime

Overtime is all time worked:

- for rostered shift employees on a rostered day off; or
- for non-rostered shift employees involved in fire fighting duties where there is an excess of 320 hours in an eight week cycle and it is not practical to take time off; or
- in situations covered by Clause 3 - Call Back.

(c) Exclusions

Overtime does not include:

- unpaid meal breaks; and
- travelling from an employee's residence to and from a place of work for overtime purposes, except in cases covered by Clause 3 - Call Back.

(d) Rate of payment for overtime

The rate of payment for overtime for all employees is at all times to be double the normal rate of pay.

(e) Time off in lieu of overtime

The employer and an employee may agree to the employee taking time off in lieu of overtime payment on an hour for hour basis. Time off in lieu is to be taken in multiples of eight hours or complete shifts as mutually agreed.

(f) Calculation of overtime

- (i) Overtime is to be calculated to the nearest one-quarter of an hour after the completion of the overtime worked.
- (ii) No overtime is payable if an employee returns from an incident within five minutes of normal finishing time, however time in excess of five minutes is to attract an overtime payment for all time up to and including fifteen minutes. Where overtime continues in excess of fifteen minutes, a minimum payment of one hour is to be made at the appropriate rate.

(g) Wash up time

If the Officer in charge approves, employees are to be allowed fifteen minutes to clean up after fire calls. If overtime is involved payment is to be made at the appropriate overtime rate.

3. CALL BACK

(a) Payment for call back

A rostered shift employee who is recalled to work in an emergency, or to fill other staffing requirements (whether notified before or after leaving work) is to be paid overtime for all time worked with a minimum of three hours at double the employee's normal rate of pay. Where practicable and by agreement between the employer and employee, time off in lieu of payment for call back may be taken.

(b) Subsequent recalls

- (i) In the event that an employee has a subsequent recall during the three hours paid period no additional payment will be made until the time actually worked exceeds three hours. Should additional call outs be made outside the original call out, all actual time worked or to the nearest one quarter hour after completion of the work is to be paid at double the employee's normal rate of pay.
- (ii) Time reasonably spent in travelling to work in connection with a call back for an emergency incident is to be regarded as time worked.

4. REST PERIOD AFTER OVERTIME

- (a) When overtime work is necessary, it will wherever reasonably practicable be arranged so that the employee has at least eight consecutive hours off duty between the work of successive working days.

- (b) An employee who works so much overtime between finishing ordinary work one day and starting ordinary work the next day without having at least eight consecutive hours off duty between those times will, after finishing the overtime, be released for eight consecutive hours without loss of pay for ordinary working time.
- (c) If, on the instruction of the employer, an employee resumes or continues work without having had eight consecutive hours off duty, the employee is to be paid at double the employee's normal rate of pay until released from duty. The employee is then entitled to be absent for eight consecutive hours without loss of pay for the ordinary working time during the absence.

PART VI - LEAVE AND HOLIDAYS WITH PAY

1. RECREATION LEAVE

(a) Non-rostered shift employees

- (i) A period of 25 working days recreation leave is to be allowed annually. Recreation leave accrues on the anniversary of the employee's appointment date. The employer may allow an employee to take leave before it is due. This leave will be on a pro rata basis.
- (ii) The recreation leave for non-rostered shift employees is to be exclusive of any public holidays. Where a public holiday is generally observed during an employee's period of recreation leave, the employee's recreation leave is to be increased by the amount of ordinary time the employee would have worked if the day had not been a public holiday.
- (iii) Where an employee with twelve months continuous service is engaged for part of the twelve monthly period as a rostered shift employee, the employee is entitled to have the period of recreation leave increased by one day for each two months the employee is continuously engaged as a rostered shift employee.

(b) Rostered shift employees

- (i) A period of 28 consecutive days recreation leave is to be allowed annually. Recreation leave accrues on the anniversary of the employee's appointment date.
- (ii) In addition to the leave prescribed, rostered shift employees are to be allowed seven consecutive days leave annually, including non-working days.
- (iii) The employer may allow an employee to take leave before it is due. This leave will be on a pro rata basis.
- (iv) A rostered shift employee is also to have added to a period of recreation leave, one day for each public holiday, whether or not the holiday will be observed on an employee's rostered day off. However, this clause is not to apply to a public holiday that is observed on a Saturday or Sunday.

(c) Fire Equipment Officers

- (i) A period of twenty working days recreation leave is to be allowed annually. Recreation leave accrues on the anniversary of the employee's appointment date. The employer may allow an employee to take leave before it is due. This leave will be on a pro rata basis.
- (ii) The recreation leave for Fire Equipment Officers is to be exclusive of any public holidays. Where a public holiday is generally observed during an

employee's period of recreation leave, the employee's recreation leave is to be increased by the amount of ordinary time the employee would have worked if the day had not been a public holiday.

(d) Payment in lieu of recreation leave

Payment is not normally to be made in lieu of recreation leave. In emergency situations only, the employer and employee may agree to the payment in lieu of a short period of recreation leave.

(e) Payment for period of leave

An employee, prior to the commencement of recreation leave is to be paid, on application, the salary which would normally be paid had the employee not been on leave during the relevant period.

(f) Proportionate leave on termination of service

Unless dismissed for misconduct, an employee with more than one month's service with the employer may be granted recreation leave immediately before termination or be paid for accrued leave and pro rata leave.

(g) Rotating recreation leave

(i) For rostered shift employees a rotating leave roster will be maintained which provides for recreation leave to be taken at periods of less than twelve months.

(ii) To enable an employee with more than three months service and not more than fifteen months service to be included in the rotating recreation leave roster, the employee will be granted the pro rata leave which has accrued up to the time when the employee is rostered to take recreation leave.

(iii) Pro rata leave may also be given to personnel when promoted to another rank.

(h) Personal illness or injury during period of recreation leave

Any period of personal illness or injury occurring during recreation leave is to be treated in accordance with the provisions of Clause 4 – Personal Leave. That period of personal leave is to be added to the employee's next period of recreation leave. Any application under this subclause must be supported by a medical certificate. This provision is not to apply to personal leave taken to care for an immediate family or household member.

(i) Recall from Recreation Leave

Definitions

Normal salary rate for recall from recreation leave in this subclause means the employees normal salary rate inclusive of all applicable allowances and penalty payments.

Period of recall from recreation leave in this subclause means one or more consecutive day(s) or shift(s) that the employee is required to return to duty during an approved recreation leave period.

- (i) The employer may require an employee to be recalled for duty while on recreation leave for a period of recall.
- (ii) Each period of recall from recreation leave is to stand alone for the purposes of this clause.
- (iii) On the initial day of a period of recall from recreation leave, the employee is to be paid double time for all time worked. In addition, the employee will be paid for the day of recreation leave if a day of recreation leave falls on the initial day of recall from recreation leave and that day of recreation leave will not be reccredited.
- (iv) On subsequent days after the initial day of the period of recall from recreation leave, the employee is to be paid their normal salary rate for recall from recreation leave and may elect:
 - a. to have their recreation leave falling during the subsequent days of the period of recall reccredited; or
 - b. not to have their recreation leave falling during the subsequent days of the period of recall reccredited but the recreation leave paid in addition to their normal salary rate for recall from recreation leave.
- (v) After the period of recall from recreation leave has concluded, the employee returns to their approved recreation leave period or by agreement with the employer, returns to duty. If the employee returns to duty, the employee is to be paid their normal salary rate for recall from recreation leave and may elect:
 - a. to have their recreation leave falling during the remaining approved recreation leave period reccredited; or
 - b. not to have their recreation leave falling during the remaining period of approved recreation leave period reccredited but the recreation leave paid in addition to the normal salary rate for recall from recreation leave.

- (vi) No employee is to receive an aggregate of more than the equivalent of a double time penalty for a period of recall from recreation leave (not including the payment of recreation leave specified above in (iii), (iv) b. and (v) b. of this clause).

2. COMPASSIONATE AND BEREAVEMENT LEAVE

(a) Purpose

- (i) '**Compassionate Leave**' is an entitlement to paid leave available for an employee when a member of the employee's immediate family or household has a life threatening illness or injury and for whom the employee is providing care or support.
- (ii) '**Bereavement Leave**' is an entitlement to paid leave available for an employee to allow that employee to grieve and to attend to funeral and other arrangements due to a death, in the following circumstances:
 - (1) when a member of the employee's immediate family or household dies;
or
 - (2) when a baby in the employee's immediate family or household is stillborn; or
 - (3) where an employee or their spouse experiences a miscarriage.

(b) Definitions

- (i) '**Household**' in respect of an employee means any person or persons who usually reside with the employee.
- (ii) '**Immediate family**' subject to subclause (d), in respect of an employee includes a:
 - (1) spouse (including a former spouse) of the employee. Spouse means a person who is married or a person who is in a significant relationship within the meaning of the *Relationships Act 2003*.

A significant relationship is a relationship between two adult persons who:

 - (A) have a relationship as a couple; and
 - (B) are not married to one another or related by family.
 - (2) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent (including foster parent, step parent or legal guardian), grandparent, grandchild, sibling or step sibling, of the employee or employee's spouse.
 - (3) The employer acknowledges that employees may have significant relationships outside of those specified in sub-clause (b)(i) and (ii) and therefore would consider an application for bereavement leave in those

circumstances. The amount of any bereavement leave would be at the discretion of the employer.

- (iii) 'Personal Leave Year' is as specified in Part VI Clause 4(c) of this Award.
- (iv) For the purpose of this clause miscarriage means a spontaneous loss of an embryo or fetus before a period of gestation of 20 weeks.
- (v) For the purpose of this clause a stillborn child is a child:
 - (1) who weighs at least 400 grams at delivery or whose period of gestation was at least 20 weeks; and
 - (2) who has not breathed since delivery; and
 - (3) whose heart has not beaten since delivery.

(c) Entitlement

- (i) An employee is entitled to compassionate and bereavement leave of up to 10 days paid leave per personal leave year on each occasion as specified in subclause (a)(i) and (ii) of this Part.
- (ii) Where an employee has had compassionate leave to provide care or support to a particular member of the employee's immediate family or household and that particular member then dies, the amount of bereavement leave that may be approved is the balance after deducting any compassionate leave taken in that personal leave year for that person.
- (iii) Paid compassionate or bereavement leave in addition to sub-clauses (c)(i) and (ii) is available at the discretion of the employer.
- (iv) Compassionate and bereavement leave is paid at the normal salary rate, as defined.
- (v) Compassionate and bereavement leave may be taken in more than one period. Bereavement leave must be taken within three months of the death of the person or pregnancy loss, however compassionate leave is only to be taken at times directly related to providing care or support to the person suffering a life threatening illness or injury.
- (vi) The entitlement of casual employees is set out in subclause (h).

(d) Aboriginal Family Relationships

- (i) The employer recognises that an Aboriginal employee may have members of their Aboriginal family who are not specified in the definition of 'immediate family' in subclauses (b).
- (ii) For the purpose of accessing the provisions of this clause, an Aboriginal employee may substitute 'Aboriginal family' in the place of 'immediate family'.

- (iii) Without limitation, 'Aboriginal family' relationships may include immediate family, extended family, kinship and cultural community relationships.
- (iv) The employer recognises that the concept of family may mean different things to different people within the Aboriginal community and that the definition of the relationships referenced in subclause (d)(iii) may be different for individual employees.
- (v) The provisions of this subclause also apply to casual employees and the entitlement provided pursuant to subclause (h).

(e) Relationship to Other Paid Leave

- (i) By written application to the employer, an employee who is absent on recreation leave who becomes entitled to compassionate or bereavement leave during that period of recreation leave, may be credited with an amount of recreation leave equivalent to the number of working days of compassionate or bereavement leave approved and taken during that period of recreation leave.
- (ii) By written application to the employer, an employee who is absent on parental leave or surrogacy leave and who becomes entitled to compassionate or bereavement leave during that period of parental leave or surrogacy leave, may be taken to be on compassionate or bereavement leave for the approved period of compassionate or bereavement leave.
- (iii) Compassionate and bereavement leave is not available while an employee is absent from work due to paid leave for a reason other than that specified in subclause (e)(i) or (ii).

(f) Evidence Requirements

An employee is to provide evidence satisfactory to a reasonable person, to support an application for compassionate and/or bereavement leave specified by this clause.

(g) Unpaid Compassionate and Bereavement Leave

An employee may take a period of unpaid compassionate and/or bereavement leave by agreement with the employer.

(h) Casual Employees

- (i) Subject to the evidence requirements in subclause (f) casual employees are entitled to leave work or to not be available to attend work, for the purposes of this clause.
- (ii) The employer and an employee are to agree on the period the employee is entitled to not be available to attend work. In the absence of agreement, an employee is entitled to not be available to attend work for up to five days per annum in the circumstances described in subclause (a)(i) and (ii) of this Part.

- (iii) The employer must not fail to re-engage a casual employee because the employee has accessed the entitlement provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

3. HOLIDAYS WITH PAY

(a) Entitlement

- (i) All employees, other than rostered shift employees, are entitled to the following public holidays:

- Christmas Day;
- Boxing Day;
- New Year's Day;
- Australia Day;
- Hobart Regatta Day (south of Oatlands);
- Eight Hour Day;
- Good Friday;
- Easter Monday;
- ANZAC Day;
- Queen's Birthday;
- Show Day (as defined);
- Recreation Day (where Hobart Regatta Day is not observed).

- (ii) The entitlement to public holidays is to be without loss of pay and is to count as continuous service.

(b) Absence on a public holiday

Where an employee is absent from employment on the working day before and/or after a public holiday without reasonable cause, without the consent of the employer, or on leave without pay, the employee is not entitled to payment for the public holiday.

4. PERSONAL LEAVE

The provisions of subclauses (a) to (l) apply to permanent and fixed-term employees but do not apply to casual employees, unless otherwise specified. The entitlements of casual employees are set out in subclause (m).

(a) Definitions

- (i) **'Health Practitioner'** means a registered health practitioner registered or licensed as a health practitioner under an appropriate law of Australia.
- (ii) **'Household'** in respect of an employee means any person or persons who usually reside with the employee.

(iii) **'Immediate family'** subject to subclause (d), in respect of an employee includes:

- (1) spouse (including a former spouse) of the employee. Spouse means a person who is married or a person who is in a significant relationship within the meaning of the *Relationships Act 2003*.

A significant relationship is a relationship between two adult persons who:

- (A) have a relationship as a couple; and
- (B) are not married to one another or related by family.

- (2) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent (including foster parent step parent or legal guardian), grandparent, grandchild, sibling or step sibling, brother-in-law, sister-in-law, son-in-law or daughter-in-law of the employee or employee's spouse.

(iv) **'Medical Certificate'** issued by a registered health practitioner is taken to be a medical certificate for the purpose of this clause if it is issued in respect of the area of practice in which the practitioner is registered or licensed under an appropriate law of Australia that provides for the registration or licensing of health practitioners.

(v) **'Personal Leave'** means leave provided for:

- (1) personal illness or injury; or
- (2) to care for members of their immediate family or household who are sick and require care and support; or
- (3) to care for members of their immediate family or household who require care due to an unexpected emergency

(vi) **'Statutory Declaration'** means a declaration made in writing according to the requirements of the *Oaths Act 2001* (Tas). It is an offence under section 113 of the *Criminal Code*, as contained in Schedule 1 of the *Criminal Code Act 1924* (Tas), to make a false statement in a Statutory Declaration.

(b) Amount of Personal Leave

(i) Personal leave is available to an employee, when the employee is absent:

- (1) due to personal illness or injury; or
- (2) to provide care or support for a member of the employee's immediate family or household who is ill or injured; or

- (3) to provide care or support to a member of the employee's immediate family or household due to an unexpected emergency;
 - (ii) Personal leave is credited according to length of service. Part-time employees are entitled to personal leave in direct proportion to the number of hours worked compared to full time employees. Payment for personal leave will only be made for those hours that would normally have been worked had the employee not been on personal leave.
 - (iii) A full time employee is entitled to 152 hours 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.
 - (iv) Personal leave for a full time employee accrues at the rate of 5.85 hours 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 1976 hours.
- (c) Calculation of Personal Leave Year
- (i) A personal leave year for the purpose of this clause means 12 months of continuous paid employment from the commencement of employment including periods of paid leave.
 - (ii) A period of personal leave without pay does not affect the credit of personal leave.
- (d) Aboriginal Family Relationships
- (i) The employer recognises that an Aboriginal employee may have members of their Aboriginal family who are not specified in the definition of 'immediate family' in subclause (a).
 - (ii) For the purpose of accessing the provisions of this clause, an Aboriginal employee may substitute 'Aboriginal family' in the place of 'immediate family'.
 - (iii) Without limitation, Aboriginal family relationships may include immediate family, extended family, kinship and cultural community relationships.
 - (iv) The employer recognises that the concept of family may mean different things to different people within the Aboriginal community and that the definition of the relationships referenced in subclause (d)(iii) may be different for individual employees.
 - (v) The provisions of this subclause also apply to casual employees and the entitlement provided pursuant to subclause (m).

(e) The Effect of Workers Compensation

An employee is not entitled to take paid personal leave for a period during which the employee is receiving workers' compensation.

(f) Personal Leave for Personal Injury or Sickness

An employee is entitled to use the full amount of their personal leave entitlement for the purposes of personal illness or injury, subject to the conditions set out in this clause.

(g) Personal Leave to Care for an Immediate Family or Household Member

- (i) An employee is entitled to use up to 10 days of personal leave, including accrued leave, each year to provide care or support for a member of the employee's immediate family or household who is ill or injured or to provide care or support to a member of the employee's immediate family or household due to an unexpected emergency;
- (ii) By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in sub-clause (g)(i), beyond the limit set out in subclause (g)(i). In such circumstances, the employer and the employee are to agree upon the additional amount that may be accessed

(h) Sole Person Accessing Leave

In normal circumstances an employee is not to take leave to provide care or support at the same time as another person who has taken leave to care or support for the same person.

(i) Employee Must Give Notice

An employee is required to provide notice in writing for leave to be approved.

- (i) As far as practicable an employee absent on personal leave for personal injury or illness (except in exceptional circumstances) must inform the employer of the employee's inability to attend for duty before normal hours commence.

The employee is to state:

- (1) the nature of the injury or illness and;
 - (2) the estimated duration of the absence.
- (ii) As far as practicable an employee taking personal leave to provide care or support for a member of the employee's immediate family or household who is ill or injured or to provide care or support to a member of the

employee's immediate family or household due to an unexpected emergency is to give the employer:

- (1) notice prior to the absence of the intention to take leave;
 - (2) the name of the person requiring care or support and their relationship to the employee;
 - (3) the reasons for taking such leave; and
 - (4) the estimated length of absence.
- (iii) If it is not practicable for the employee to give prior notice of the absence, the employee must notify the employer at the earliest opportunity on any day leave is required and provide an estimation of the length of leave required.
- (j) Evidence Supporting Claim
- (i) When taking personal leave the employee is to provide the employer with evidence acceptable to a reasonable person that the employee was unable to attend duty on the day or days on which personal leave is claimed.
 - (ii) The evidence the employee is required to provide is:
 - (1) for leave on account of personal injury or illness, a medical certificate from a registered health practitioner;
 - (2) for leave to provide care or support to a member of the employee's immediate family, or a member of the employee's household, because of a personal illness or injury affecting the member, a medical certificate from a registered health practitioner stating the person concerned is ill or injured and that such illness or injury requires care or support by the employee;
 - (3) for leave to provide care or support to a member of the employee's immediate family, or a member of the employee's household, due to an unexpected emergency affecting the member, documentation acceptable to a reasonable person stating the nature of the emergency and the care or support required to be provided by the employee;
 - (iii) If it is not reasonably practicable for the employee to give the employer a medical certificate as prescribed in paragraphs (1) and (2) or other acceptable documentation as prescribed in paragraph (3) a statutory declaration made by the employee, stating the circumstances and the reasons for which leave is required is to be provided.

- (iv) In each personal leave year an employee is to be allowed three separate working days or nights personal leave for personal illness or injury from available credits without a medical certificate. The employee will provide to the employer a declaration of the reasons for the time off.
- (v) Other than an application for personal leave under sub-clause (iv), an application for personal leave that is not supported by the evidence required under subclauses (j)(i), (ii) and (iii) will not be accepted.

(k) Verification of Personal Leave

- (i) If the employer is not satisfied that an employee has provided evidence that is acceptable to a reasonable person to support an application for a period of personal leave the employer may request the employee to provide a written explanation to verify the application.
- (ii) A request for an explanation by the employer is to specify the area(s) of concern the employer has in sufficient detail to enable the employee to provide a response. The employee will be provided a reasonable opportunity to respond.
- (iii) After considering the employee's response, the employer may:
 - (a) Accept the employee's response as verifying the application; or
 - (b) counsel the employee regarding future applications; or
 - (c) counsel the employee and notify the employee that all applications for personal leave for a specified period must be supported by the evidence requirements of (j)(ii) (i.e. cannot be replaced by a Statutory Declaration); or
 - (d) Direct an employee to undergo a medical examination by a registered health practitioner selected and paid for by the employer, at any reasonable time and place and with reasonable notice, for an assessment of the basis for the employee's application for leave.
- (iv) If the employee is aggrieved at the decision taken by the employer in sub-clause (iii) they may raise a grievance through the Part VII (1) – Procedure for Settling Grievances and Avoiding Disputes.

(l) Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, the employee is entitled to take unpaid personal leave to provide care or support for a member of the employee's immediate family or household who is ill or injured or to provide care or support to a member of the employee's immediate family or

household due to an unexpected emergency. The employer and the employee are to agree on the period. In the absence of agreement, the employee is entitled to take up to two working days per occasion, provided the requirements of subclauses (i) and (j) are met.

(m) Casual Employees

- (i) Subject to the evidentiary and notice requirements in subclauses (i) and (j) casual employees are entitled to not be available to attend work, or to leave work to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of a personal illness or injury affecting the member; or an unexpected emergency affecting the member.
- (ii) The employer and the employee are to agree on the period for which the employee is entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to two working days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlement provided for in this sub-clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

5. PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to, paid parental leave for primary care givers and Secondary Caregivers, unpaid parental leave, special parental leave, Adoption Leave, and grandparent leave in connection with the birth or adoption of a child.

(a) Definitions

For the purposes of this clause:

- (i) **'Child'** means in relation to birth-related leave, a child (or children from a multiple birth) of the Employee or the Employee's Spouse or the Employee's legal surrogate; under the age of one year except for:
 - (1) Any additional period of paid Secondary Caregiver Leave accessed in accordance with subclause (f), where 'child' means up to 78 weeks of age; and
 - (2) The adoption of a child where 'child' is defined as a person under the age of sixteen years who is placed with the employee for the purposes of adoption other than a child or step child of the employee or of their spouse or a child who has previously lived continuously with the employee for a period of six months.

- (ii) **'continuous service'** is work for an employer on a regular and systematic basis including any period of authorised leave or absence.
- (iii) **'Day of Placement'** means in relation to the adoption of a child by an employee the earlier of the following days:
 - (1) The day on which the employee first takes custody of the child for adoption; or
 - (2) The day on which the employee starts any travel that is reasonably necessary to take custody of the child for adoption.
- (iv) **'Eligible casual employee'** means a casual employee employed during a period of at least 12 months, either:
 - (1) on a regular and systematic basis for several periods of employment; or
 - (2) on a regular and systematic basis for an ongoing period of employment,

and who has, but for the birth or expected birth or placement or expected placement a reasonable expectation of ongoing employment on a regular and systematic basis.
- (v) **'Employee'** includes full-time, part-time, permanent, fixed term and eligible casual employees.
- (vi) **'Expected date of birth'** means the day certified by a medical practitioner to be the day on which the medical practitioner expects the employee or the employee's spouse, as the case may be, to give birth to a child.
- (vii) **'Grandchild'** means a grandchild of the employee (including step-grandchild or adopted grandchild) under the age of one year except for:
 - (1) The adoption of a grandchild where 'grandchild' is defined as a grandchild of the employee under the age of sixteen years at the day of placement.
- (viii) **'Grandparent Leave'** means parental leave for grandparents who assume the Primary Caregiver role for a grandchild.
- (ix) **'Keeping in touch day'** means a day on which an employee performs work for the employer during the period of approved parental leave if:
 - (1) the purpose of performing the work is to enable the employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and

- (2) both the employee and the employer consent to the employee performing work for the employer on that day(s) or time(s); and
 - (3) the day is not within 14 days after the date of birth, or day of placement, of the child to which the period of leave relates; and
 - (4) the employee has not already performed 10 days of paid work that were keeping in touch days for the employer or another entity during the period of leave.
- (x) **'Normal rate of pay'** means an employee's rate of salary and includes allowances which would have continued to be paid but for taking parental leave.

The normal rate of pay for a part-time employee with variable hours of work is calculated as the greater of the following:

- (1) the average of the hours worked by the employee over the preceding 12 months or;
 - (2) the actual hours of work at the time of commencement of leave.
- (xi) **'Personal Leave'** for the purposes of this clause means absence due to personal illness or injury.
- (xii) **'Primary Caregiver'** means a person who assumes the principal role of providing care and attention to a child. The Primary Caregiver is the person who meets the child's physical needs more than anyone else. Only one person can be a child's Primary Caregiver on a particular day. The employer may require confirmation of Primary Caregiver status.
- (xiii) **'Secondary Caregiver'** means a person who has parental responsibility for the child but is not the Primary Caregiver.
- (xiv) **'Spouse'** means a person who is married or a person who is in a significant relationship within the meaning of the *Relationships Act 2003*.

A 'significant relationship' is a relationship between two adult persons who:

- (1) have a relationship as a couple; and
 - (2) are not married to one another or related by family.
- (xv) **'State Service'** means an organisation listed in Schedule 1 of the *State Service Act 2000*.

(b) Entitlement to Unpaid Parental Leave

- (i) Subject to the provision of this clause, after 12 months continuous service an employee is entitled to up to 52 weeks unpaid parental leave in relation

to the birth of a child of the employee, the employee's spouse or the employee's legal surrogate or the placement of a child with the employee; and the employee has or will have responsibility for the care of the child.

For birth parents, paid Primary Caregiver Leave may be accessed in accordance with subclause (c) and for non-birth parents, paid Secondary Caregiver Leave may be accessed in accordance with subclauses (e) and (f). Paid Adoption Leave may be accessed in the case of adoption in accordance with subclause (h) and paid grandparent leave may be accessed in accordance with subclause (i) by grandparents who assume primary caregiving responsibility for the child at the time of birth.

An employee's entitlement to 52 weeks unpaid parental leave is reduced by any amount of paid Primary Caregiver Leave, paid Secondary Caregiver Leave or Paid Adoption Leave which that employee accesses in accordance with subclauses (c), (e), (f) or (h).

- (ii) Parental Leave is only available to one employee at a time in a single unbroken period, except both the primary care giver and secondary care giver are entitled to access simultaneous parental leave in the following circumstances:

- (1) for leave in relation to the birth of the employees' child, an unbroken period of eight weeks simultaneous leave.
- (2) for Adoption Leave, an unbroken period of up to eight weeks at the time of placement of the child.

- (iii) Except where provided for otherwise in clause 2 of this part, and except for an additional period of paid Secondary Caregiver parental leave accessed in accordance with subclauses (e)(i) and (h)(iii), paid parental leave commences from the date of birth or adoption of the child.

- (iv) Parental leave may only be taken by an employee in a single unbroken period.

PROVIDED that an employee entitled to additional paid Secondary Caregiver Leave in accordance with subclauses (e)(i) and (h)(iii) may access parental leave in up to two unbroken periods.

- (v) Right to request extension to unpaid parental leave and simultaneous unpaid parental leave

- (1) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:

- (A) to extend the period of simultaneous unpaid parental leave provided for in this clause up to a maximum of eight weeks; and/or

- (B) to extend the period of unpaid parental leave provided for in this clause by a further continuous period of leave not exceeding 12 months to a maximum of 104 weeks;

to assist the employee in reconciling work and parental responsibilities

- (2) The employer is to consider a request, according to this clause and having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - (3) In the case of an Employee who is a member of a couple, the period of the extension cannot exceed 12 months, less any period of parental leave that the other member of the couple will have taken in relation to the Child.
- (vi) An employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.
 - (vii) An employee employed for a fixed term contract has the same entitlement to parental leave, however the period of leave granted is not to extend beyond the term of that contract.
- (c) Paid Primary Caregiver Leave
- (i) After 12 months continuous service an eligible employee who will be the Primary Caregiver at the time of birth of their child, will be entitled to 18 weeks paid Primary Caregiver Leave. An employee's entitlement to unpaid parental leave pursuant to subclause (b)(i) will be reduced by any amount of paid Primary Caregiver Leave accessed by that employee in accordance with this subclause.
 - (ii) The 18 weeks paid Primary Caregiver Leave is to be taken at the commencement of the period of parental leave and must be taken in a consecutive period, except in circumstances provided for in Part VI, Clause 2(e)(ii).
 - (iii) Subject to subclause (c)(i) and unless agreed otherwise between the employer and employee, an employee who is pregnant may commence paid Primary Caregiver Leave as the Primary Caregiver in accordance with this subclause at any time within six weeks immediately prior to the expected date of birth. In all other cases, paid parental leave for the Primary Caregiver accessed under this subclause commences on the day of birth.
 - (iv) An employee who is pregnant and who continues to work within the six-week period immediately prior to the expected date of birth, or an

employee who elects to return to work within six weeks after the birth of the child, is required to provide a medical certificate to the employer stating that the employee is fit to work on their normal duties.

- (v) Only one employee can receive paid parental leave entitlements as the Primary Caregiver in respect of the birth of their child. An employee cannot receive Primary Caregiver Leave entitlements if:
 - (1) their spouse is, or will be, the Primary Caregiver at the time of the birth of their child, or
 - (2) their spouse has received, or will receive, paid parental leave (in connection with a requirement to act as a Primary Caregiver), Primary Caregiver entitlements, or a similar entitlement, from their employer; or
 - (3) that employee has received, or will receive, Secondary Caregiver parental leave entitlements in relation to their child.
 - (vi) The rate of pay for an employee during the period of the paid Primary Caregiver Leave is the normal rate of pay, as defined in subclause (a)(x).
 - (vii) The employee may elect to take payment for the paid period of the absence,
 - prior to the commencement of the leave or;
 - over 18 consecutive weeks at a full rate pay or;
 - over 36 consecutive weeks at half rate of pay
 - (viii) Where an employee elects to take half pay over 36 weeks, the payment beyond the 18 weeks does not increase the accrual of paid leave entitlements prescribed by this award.
- (d) Special Parental Leave
- (i) An employee who is pregnant and who has not yet commenced parental leave and who suffers an illness related to their pregnancy or is required to undergo a pregnancy related medical procedure is to be granted any paid personal leave to which the employee is entitled and such further unpaid special parental leave as a registered medical practitioner certifies as necessary before their return to work.
 - (ii) Where a pregnancy related illness or medical procedure is continuous with the commencement of paid parental leave the aggregate of paid personal leave, special parental leave and parental leave taken by an employee is not to exceed 52 weeks.

- (iii) Where the pregnancy of an employee terminates other than by the birth of a living child, not earlier than 28 weeks before the expected date of birth the employee is entitled to up to 52 weeks parental leave, including 18 weeks paid special parental leave, certified as necessary by a registered medical practitioner.
 - (iv) Special parental leave is in addition to compassionate and bereavement leave.
- (e) Paid Secondary Caregiver Leave
- (i) After 12 months continuous service an eligible employee who will be the Secondary Caregiver at the time of birth of their child, is entitled to 4 weeks paid Secondary Caregiver Leave. An employee's entitlement to unpaid parental leave pursuant to subclause (b)(i) will be reduced by any amount of paid Secondary Caregiver Leave accessed by that employee in accordance with this subclause. The 4 weeks paid Secondary Caregiver Leave is to be taken at the time of the birth, except in circumstances provided for in Part VI, Clause 2(e)(ii).
 - (ii) An employee will also be entitled to access a further 2 weeks of accrued leave entitlements (Recreation or Long Service Leave) or as Leave Without Pay.
 - (iii) Only one parent can receive Secondary Caregiver Leave entitlements in respect to the birth of their child.
 - (iv) An employee cannot receive Secondary Caregiver Leave entitlements where the employee has received Primary Caregiver Leave entitlements in relation to their child.
 - (v) The rate of pay for an employee during the period of the paid Secondary Caregiver Leave is the normal rate of pay, as defined in subclause (a)(x).
- (f) Accessing Additional Paid Parental Leave for Secondary Caregivers who assume Primary Caregiving Responsibility
- (i) A Secondary Caregiver will be entitled to access up to an additional 12 weeks paid Secondary Caregiver Leave within the first 78 weeks of the date of birth of the child, provided that:
 - (1) The employee assumes primary caregiving responsibility for their child for the duration of the additional period of paid Secondary Caregiver Leave, by meeting their child's physical needs more than anyone else; and
 - (2) The employee's spouse is not concurrently receiving paid parental leave (in connection with a requirement to act as a Primary Caregiver), Primary Caregiver entitlements, or a similar entitlement, from their employer.

- (3) Where an employee who has commenced additional paid Secondary Caregiver Leave under this subclause ceases to act as the Primary Caregiver for their child, the entitlement to additional paid leave under this clause will end.
- (4) An Employee cannot receive Secondary Caregiver Leave entitlements where the Employee has received Primary Caregiver parental leave entitlements in relation to their child.
- (ii) An employee's entitlement to unpaid parental leave pursuant to subclause (b)(i) will be reduced by any amount of additional paid Secondary Caregiver Leave accessed by that employee in accordance with this subclause.
- (iii) The rate of pay for an employee during the additional period of paid Secondary Caregiver Leave is the normal rate of pay, as defined in subclause (a)(x).
- (g) Notice and Evidence Requirements
 - (i) The following notice and evidence requirements apply to periods of parental leave taken in relation to the birth of an employee's child, but do not apply to parental leave taken in relation to the adoption of a child or to grandparent leave. The notice and evidence requirements for parental leave in relation to the adoption of a child are provided in subclause (h), The notice and evidence requirements for grandparent leave are provided in subclause (i).
 - (ii) An employee is to provide written notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
 - (1) at least ten weeks' notice of the expected date of birth in a certificate from a registered medical practitioner stating that the employee or their spouse is pregnant;
 - (2) at least four weeks' notice of the date on which the employee proposes to commence parental leave and the period of leave to be taken and the nature of caregiving responsibilities which the employee will assume for the period of leave sought (i.e. Primary or Secondary Caregiver);
 - (3) particulars of any period of parental leave sought or taken by the employee's spouse;
 - (4) where the employee is proposing to access the additional 12 weeks paid Secondary Caregiver Leave in accordance with subclause (f), written notice at least ten weeks in advance of the commencement of the additional period of leave confirming that the employee will

assume primary caregiving responsibility for their child for the duration of the period of leave proposed;

- (iii) An employee is not in breach of this clause if failure to give the required notice is due to the birth occurring earlier than expected date of birth or other compelling circumstances.
- (h) Paid Adoption Leave for the Adoption of a Child
 - (i) Paid Adoption Leave for Primary Caregivers
 - (1) After 12 months continuous service an employee identified as the Primary Caregiver at the time of adoption of their child is entitled to 18 weeks Paid Adoption Leave continuous from the day of placement
 - (2) An employee's entitlement to 52 weeks unpaid parental leave pursuant to subclause (b)(i) will be reduced by any amount of Paid Adoption Leave accessed by that employee in accordance with this subclause, except in circumstances provided for in Part VIII, Clause 2(e)(ii).
 - (ii) Paid Adoption Leave for Secondary Caregivers
 - (1) After 12 months continuous service, an employee who will be the Secondary Caregiver at the time of adoption of their child is entitled to 4 weeks Paid Adoption Leave continuous from the day of placement.
 - (2) The period of Paid Adoption Leave forms part of the 52-week unpaid parental leave entitlement provided in subclause (b)(i), except in circumstances provided for in Part VI Clause 2(e)(ii).
 - (iii) Additional Paid Adoption Leave for Secondary Caregivers
 - (1) A Secondary Caregiver will be entitled to access an additional 12 weeks Paid Adoption Leave within the first 78 weeks of the date of placement of their child, provided that:
 - (A) The employee assumes primary responsibility for the care of their child for the duration of the additional period of Paid Adoption Leave, by meeting their child's physical needs more than anyone else; and
 - (B) The employee's spouse is not concurrently receiving Paid Adoption Leave (in connection with a requirement to act as a Primary Caregiver), Primary Caregiver entitlements, or a similar entitlement, from their employer.

- (C) Where an employee who has commenced additional Paid Adoption Leave under this subclause ceases to act as the Primary Caregiver for their child, the entitlement to additional paid leave under this clause will end.
- (2) Leave accessed in accordance with this subclause forms part of the employee's 52 week unpaid parental leave entitled provided in subclause (b)(i).
- (iv) The rate of pay for an employee during the period of the Paid Adoption Leave is the normal rate of pay, as defined in subclause (a)(x).
- (v) Notice and Evidence Requirements
 - (1) The notice and evidence requirements of this subclause apply in respect of all Paid Adoption Leave and unpaid parental leave sought in connection with an employee's adoption of a child.
 - (2) An employee is to notify the employer at least 10 weeks in advance of the date of commencement of parental leave for the adoption of a child and the period of leave to be taken. An employee may commence parental leave prior to providing such notice where, through circumstances beyond the control of the employee, the adoption of a child takes place earlier than expected.
 - (3) Before commencing parental leave for the adoption of a child, an employee is to provide the employer with a statutory declaration stating:
 - (A) the employee is seeking parental leave in connection with the adoption of a child; and
 - (B) whether the employee will act as the Primary or Secondary Caregiver for the period of Adoption Leave sought; and
 - (4) particulars of any period of Primary or Secondary Caregiver Adoption Leave sought or taken by the employee's partner.
 - (5) An employer may require an employee to provide confirmation of the placement from the appropriate government authority.
 - (6) Where the placement of a child for adoption with an employee does not proceed or continue, the employee is to notify the employer immediately and the employer is to nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
 - (7) An employee is not in breach of this clause as a consequence of failure to give the required periods of notice if the failure is due to a

requirement of an adoption agency to accept earlier or later placement of a child, or due to the death of a spouse, or other compelling circumstances.

- (vi) An employee seeking to adopt a child is entitled to unpaid leave to attend any compulsory interviews or examinations that are necessarily part of the adoption procedure. The employee and the employer are to agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. If available, paid leave, other than personal leave, may be taken instead.
- (vii) An employee is not entitled to parental leave for the adoption of a child unless the child that is, or is to be, placed with the employee for adoption:
 - (1) is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child; and
 - (2) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement of the child; and
 - (3) is not (otherwise than because of adoption) the child of the employee or the employee's spouse.
- (i) Grandparent Leave
 - (i) After 12 months continuous service, an employee who is or will be the Primary Caregiver at the time of the birth or adoption of their grandchild is entitled to 18 weeks paid grandparent leave which forms part of an entitlement to 52 weeks unpaid grandparent leave.
 - (ii) To be eligible for paid and unpaid grandparent leave under this clause, the grandparent must be the person who meets the child's physical needs more than anyone else from the time of birth or adoption.
 - (iii) The period of leave commences at the time of birth or placement of the child and is to be taken in a continuous period.
 - (iv) The rate of pay for an employee during the period of paid grandparent leave is the normal rate of pay, as defined in subclause (a)(x).
 - (v) An employee is to provide at least 10 weeks written notice to the employer in advance of the expected date of commencement of grandparent leave.
 - (vi) An application for grandparent leave must include:

- (1) a statutory declaration from the employee confirming that they will assume primary caregiving responsibility for the child for the duration of the leave sought; and
 - (2) either:
 - (A) Where the leave is sought in relation to the birth of their grandchild, a certificate from a registered medical practitioner confirming the birth or the estimated date of delivery; or
 - (B) Where the leave is sought in relation their grandchild's adoption, confirmation of the placement from the appropriate government authority;
- (vii) An employee may commence grandparent leave prior to providing such notice where, through circumstances beyond the control of the employee, the birth or placement of their grandchild takes place earlier than expected.
- (viii) Only one employee in respect of each newborn grandchild or newly adopted grandchild is entitled to access grandparent leave as the Primary Caregiver under this subclause.
- (ix) An employee may only access grandparent leave under this clause for such time as they remain the Primary Caregiver for their grandchild.
- (x) An employee's entitlement to access grandparent leave under this clause ceases where another person assumes primary care responsibilities for that employee's grandchild.
- (j) Variation of Period of Parental Leave

With the agreement of the employer an employee may shorten or extend the period of parental leave, provided the maximum of 52 weeks is not exceeded. Any such change is to be notified at least four weeks prior to the commencement of the requested changed arrangements.
- (k) Parental Leave and Other Entitlements
 - (i) An employee may, in lieu of or in conjunction with parental leave, access any accrued recreation leave or long service leave entitlements subject to the total amount of leave not exceeding 52 weeks.
 - (1) An employee may, subject to written application and approval, access any compassionate or bereavement leave they become entitled to during the period of parental leave subject to the total amount of leave not exceeding 52 weeks.
 - (ii) Unpaid leave

- (1) A period of unpaid leave is available according to this clause and may form part of an employee's parental leave entitlement.
- (2) Any period of parental leave without pay in excess of 20 working days is regarded as leave without pay for accrual purposes, including for annual leave and personal leave but does not break an employee's continuity of service.

(iii) Keeping in Touch Days

- (1) This provision enables an employee to perform work for the employer on a keeping in touch day while they are on approved parental leave. If the employee does so, the performance of that work does not break the continuity of the period of paid or unpaid parental leave.
- (2) The employer cannot request an employee attend on a keeping in touch day until a minimum of 6 weeks (42 days) after the birth, or day of placement, of the child. However, the employee may request to the employer that they attend a keeping in touch day 14 days after the date of birth, or day of placement, of the child.
- (3) An employee is eligible to perform paid work for the employer up to 10 working days as keeping in touch days for each of the periods prescribed below:
 - (A) a period of paid or unpaid parental leave taken during the employee's available parental leave period; and
 - (B) a period of unpaid parental leave taken as an extension of the leave referred to in paragraph (A) for a further period immediately following the end of the available parental leave period.
- (4) The period worked by the employee as a keeping in touch day may be for part of a single day.
- (5) If, during a period of unpaid parental leave, an employee performs work for the employer on a keeping in touch day taking that leave or performing that work does not have the effect of extending the period of unpaid parental leave.
- (6) If, during a period of paid parental leave, an employee performs work for the employer on a keeping in touch day performing that work will extend the period of that paid leave but will not extend the period of unpaid parental leave.

(l) Transfer to a Safe Job

- (i) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at their present work, the employee is to be transferred to a safe job, if the employer deems it practicable, until parental leave under this clause commences.
 - (ii) In circumstances where the employer is unable to provide a safe job for the employee the employee will continue to be paid at the normal rate of pay for the employee's ordinary hours of work for the period of the risk. The period of risk ends with the commencement of parental leave or six weeks before the expected date of birth, whichever is earlier.
- (m) Returning to Work After a Period of Parental Leave
- (i) An employee is to notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
 - (ii) An employee is to notify of their intention to return to work on a part-time basis after a period of parental leave at least 8 weeks prior to the expiration of leave to enable the employer to satisfy the requirements of these provisions.
 - (iii) When an employee returns to work after a period of parental leave an employee is entitled to undertake the duties allocated to them immediately before proceeding on parental leave and which the employee would have continued to undertake but for taking parental leave:
 - (1) if an employee who was pregnant was moved to safe duties because of the pregnancy – immediately before the move; or
 - (2) if an employee who was pregnant began working part-time because of the pregnancy– immediately before the part-time work began; or
 - (3) otherwise – immediately before the employee commenced parental leave, except duties for which the employee was in receipt of a higher or more responsible duties allowances, unless the employee resumes those duties upon returning to work.
 - (iv) If those duties no longer exist, the employer is to assign similar duties at the same classification, as appropriate, to the employee.
- (n) Right to Request
- (i) An employee entitled to parental leave pursuant to the provisions of subclause (b)(i) may request the employer to allow the employee to return from a period of parental leave on a part-time basis until the child reaches

school age to assist the employee in reconciling work and parental responsibilities.

- (ii) The employer is to consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of suitable replacement staff, loss of efficiency and effectiveness, the specialised nature of the work and the impact on customer service.
- (iii) An employee may return to work on a modified basis that may involve the employee:
 - (1) working on different days or at different times, or both; and/or
 - (2) working on fewer days or for fewer hours or both, and/or
 - (3) undertaking different duties at the same classification; than the employee worked immediately before commencing parental leave, other than for an employee to whom subclause (l) of this parental leave clause applied.

(o) Replacement Employees

- (i) A replacement employee is an employee specifically engaged or promoted or transferred for a fixed term as a result of another employee proceeding on parental leave.
- (ii) Prior to engagement, a replacement employee is to be informed of the fixed term nature of the employment and of the rights of the employee who is being replaced, including that the engagement may be subject to variation according to subclause (j) and the right to request provisions of subclause (b)(v)(1).
- (iii) Nothing in this subclause is to be construed as requiring an employer to engage a replacement employee.

(p) Communication During Parental Leave

- (i) Where an employee is on parental leave and a decision has been made to introduce significant change at the workplace, the employer is to take reasonable steps to:
 - (1) make information available in relation to any significant effect the change is to have on the status or responsibility level of the duties assigned to the employee prior to commencing parental leave; and

- (2) provide an opportunity for the employee to discuss any significant effect the change is to have on the status or responsibility level of the duties assigned to the employee prior to commencing parental leave.
 - (ii) The employee is to take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
 - (iii) The employee is to also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (p)(i) above.
- (q) 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.

(r) Surrogacy Arrangements

An Employee whose child is born through a surrogacy arrangement which complies with Part 4 of the *Surrogacy Act 2012* (Tas), is eligible to access the parental leave entitlements outlined in this clause as a Primary or Secondary Caregiver subject to meeting the eligibility, notice and evidence requirements outlined within this clause.

(s) Permanent Care Leave

An Employee will be entitled to access parental leave in accordance with this clause at a time agreed with the Employer if they are granted a permanent care order in relation to the custody or guardianship of a Child pursuant to the *Children, Young Persons and Their Families Act 1997* (Tas) (or any successor to the legislation) or a permanent parenting order by the Family Court of Australia and will be the Primary or Secondary Caregiver for that child.

6. FAMILY VIOLENCE LEAVE

(a) Purpose of Family Violence Leave

Family violence leave is available to an employee who is experiencing family violence for the purpose of:

- Attending medical/counselling/legal/financial appointments;
- Organising safe housing, child care, or education services;

- Maintaining support networks with children, family and significant others; and
- Undertaking other related activities.

The privacy and confidentiality of an employee who has applied for or taken family violence leave is of primary importance.

(b) Definitions

- (i) **'An employee experiencing family violence'** means a person against whom family violence is directed.
- (ii) **'Family Violence'** is conduct as defined by s.7 of the *Family Violence Act 2004* against a member of an employee's immediate family or household.
- (iii) **'Household'** means any person or persons who usually reside with the employee.
- (iv) **'Immediate family'** subject to subclause (c) in respect of an employee includes:
 - (1) spouse (including a former spouse) of the employee. Spouse means a person who is married or a person who is in a significant relationship within the meaning of the *Relationships Act 2003*.
 A significant relationship is a relationship between two adult persons who:
 - (A) have a relationship as a couple; and
 - (B) are not married to one another or related by family.
 - (2) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent (including foster parent step parent or legal guardian), grandparent, grandchild, sibling or step sibling, brother-in-law, sister-in-law, son-in-law or daughter-in-law of the employee or employee's spouse.
 - (3) The employer acknowledges that employees may have relationships outside of those specified in sub-clause (b)(iii) and (b)(iv) and therefore would consider an application for family violence leave in those circumstances. The amount of any family violence leave would be at the discretion of the employer.

(c) Aboriginal Family Relationships

- (i) The employer recognises that an Aboriginal employee may have members of their Aboriginal family who are not specified in the definition of 'immediate family' in subclause (b)(iv).
- (ii) For the purpose of accessing the provisions of this clause, an Aboriginal employee may substitute 'Aboriginal family' in the place of 'immediate family'.
- (iii) Without limitation, Aboriginal family relationships may include immediate family, extended family, kinship and cultural community relationships.

- (iv) The employer recognises that the concept of family may mean different things to different people within the Aboriginal community and that the definition of the relationships referenced in subclause (c)(iii) may be different for individual employees.
 - (v) The provisions of this subclause also apply to casual employees and the entitlement provided pursuant to subclause (k).
- (d) Amount of Family Violence Leave
- (i) Family violence leave is paid leave of up to 20 days per personal leave year as specified in Part VI, Clause 4(c) (non-cumulative) and is available to an employee who is experiencing family violence. This leave may be taken in hours.
 - (ii) A Head of Agency (or authorised person) may approve paid family violence leave in addition to the family violence leave entitlement prescribed in this sub-clause.
- (e) Payment of Family Violence Leave
- Family violence leave is paid at the employee's normal salary rate, as defined.
- (f) Evidence for Family Violence Leave
- (i) Where practicable, an employee who requests family violence leave is required to satisfy the employer of this request with no reasonable request to be denied for immediate and short-term absences.
 - (ii) All reasonable action is to be taken by the employer to protect an employee's identity and maintain their confidentiality and privacy in approving, managing and recording leave under this clause.
 - (iii) Any documentation provided by an employee as evidence to support an application for family violence leave is to be returned to the employee without being copied or recorded in any way and no information regarding family violence leave is to be kept on an employee's personnel file without the employee's express written permission.
 - (iv) Evidence that may be provided to support an application for leave under this clause includes, but is not limited to, documentation or contact information (with appropriate authority from the employee) from professional support services such as:
 - Safe at Home Service provider (Police, Court Support and Liaison Service, Family Violence Counselling and Support Service, Legal Aid, Magistrates Court);
 - Employee Assistance Program (EAP) provider;
 - Specialist counselling or refuge service;
 - Legal or financial service; or
 - Medical/Health practitioner.

(g) Access to Personal Leave

An employee who is providing support to a person who is a member of the employee's immediate family or household and who is, or has been, experiencing family violence, may be granted personal leave according to the provisions of Part VI, Clause 4(c), Personal Leave.

(h) Other Support Options

In addition to leave for family violence issues the employee, their Agency contact person and their manager should consider and implement, as appropriate, relevant measures to support the employee including but not limited to, increased workplace security, alternative duties, flexible work arrangements and counselling through an Employee Assistance Provider or specialist service provider.

(i) Employee to Give Notice

(i) As far as practicable, and taking into consideration privacy and confidentiality requirements, an employee who is experiencing family violence and who requires leave to attend to matters associated with family violence is to provide the employer with:

- (1) prior notice of the requirement for leave; and
- (2) the estimated duration of the leave.

(ii) If it is not practicable for the employee to provide prior notice of the requirement for leave notification consistent with sub-clause (i) should be provided at the earliest opportunity.

(j) Contact Officer for Family Violence

(i) Each Agency is to provide support for employees who are experiencing family violence and to notify employees of the name of the nominated Contact Officer(s).

(ii) A nominated Contact Officer(s) is to be trained in family violence and related issues such as sensitivity, privacy, raising awareness, providing access to support and referral services, proposing reasonable adjustments to work arrangements, family violence risk assessment and risk management.

(iii) An employee who is experiencing family violence may seek the support of a nominated Agency Contact Officer, their immediate supervisor, their union delegate or an Agency employee who the employee nominates as their contact person.

(iv) Where requested by an employee, the Agency Contact Officer or employee nominated contact person is to liaise with the employee's supervisor/manager on the employee's behalf and recommend the most appropriate form of support and management.

(k) Casual Employees

- (i) Subject to the provisions of this clause, casual employees who are experiencing family violence are entitled to leave work or to not be available to attend work.
- (ii) The employer and an employee are to agree on the period the employee is entitled to not be available to attend work. In the absence of agreement, an employee is entitled to not be available to attend work for up to 20 days per occasion.
- (iii) The employer must not fail to re-engage a casual employee because the employee has accessed the entitlement provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

7. ABORIGINAL CULTURAL LEAVE

(a) Purpose of Aboriginal Cultural Leave

Aboriginal Cultural Leave enables an Aboriginal employee to be absent from work to engage in Aboriginal Cultural practices and meet Cultural expectations as an active Aboriginal community member during their employment. This may include participating in significant Aboriginal Cultural events and activities, complying with cultural observances and/or fulfilling cultural obligations.

(b) Definitions

- (i) **Aboriginal employee** for the purpose of this clause means an employee who is an Aboriginal and/or Torres Strait Islander person and who:
 - (1) meets the Tasmanian Government's eligibility requirements for Aboriginal and Torres Strait Islander programs and services; and
 - (2) has identified as Aboriginal and/or Torres Strait Islander in Employee Self Service or the relevant employment management system.
- (ii) **'Aboriginal Cultural events and activities'** refers only to Aboriginal community business and for the purpose of this clause does not include:
 - (1) NAIDOC Week activities and the TSS Aboriginal Employee Network Workshops and Gathering. The employer supports the attendance of Aboriginal employees at these events (where occurring in paid time) and recognises that their attendance is legitimate business and forms part of their ordinary duties. In these circumstances, attendance at these events will be counted as time worked and therefore the employee is not required to access Aboriginal Cultural Leave to attend.
 - (2) Any activities where the employee receives payment (for example, payment to work a mutton bird season; payment to deliver a Welcome to Country, or a similar event, ceremony and/or activity; payment to sit on a board or committee).

- (3) Government events, meetings and/or activities (e.g. sitting on a government Aboriginal advisory or reference groups), except for government events and/or activities which are Aboriginal-led and exclusively for Aboriginal participants. Noting that in accordance with subclause (b)(ii)(1), the employer supports the attendance of Aboriginal employees at the TSS Aboriginal Employee Network Workshops and Gathering and therefore an Aboriginal employee is not required to access Aboriginal Cultural Leave to attend those events.
 - (iii) **‘Cultural obligations’** for the purpose of this clause may include, without limitation: cultural and ceremonial obligations under Aboriginal lore, customary or traditional law; or family, customary or community obligations.
- (c) Amount of Aboriginal Cultural Leave
- (i) An Aboriginal employee, other than a casual employee, is entitled to leave of up to five days paid leave per personal leave year as specified in Part VI, Clause 4(c)(non-cumulative). This leave may be taken in hours.
 - (ii) Aboriginal Cultural Leave may be taken for part of a single day.
 - (iii) Aboriginal Cultural Leave is credited to an employee on the first day of appointment and will be replaced with a new credit on the date each subsequent personal leave year commences.
 - (iv) Aboriginal Cultural Leave does not accumulate and is not paid out on cessation of employment.
- (d) Payment of Aboriginal Cultural Leave
- (i) Aboriginal Cultural Leave is paid at the normal salary rate which the employee would have received for the ordinary hours of work during the relevant period.
- (e) Notice and Application
- (i) An Aboriginal employee should provide notice to the employer at the earliest reasonable opportunity of their intention to access leave under this clause.
 - (ii) An employee is to make an application to the employer to access Aboriginal Cultural Leave. The application is to include supporting information which relates to the connection between the application and the purpose of this clause.
 - (iii) Where the employer does not approve an application for Aboriginal Cultural Leave, the employer is to provide supporting reasons for the decision in writing to the employee, and if appropriate the employee and employer may discuss alternative arrangements.

(f) Casual employees

- (i) Casual employees are entitled to leave work or not be available to attend work, for the purposes of this clause.
- (ii) The employer and an employee are to agree on the period the employee is entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to five days per annum in the circumstances described in sub-clauses (a) and (b).
- (iii) A casual employee is not entitled to any payment for the period of non-attendance.
- (iv) The employer must not fail to re-engage a casual employee because that employee has accessed the entitlement provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

8. DISABILITY LEAVE

(a) Purpose

- (i) Disability leave is available to an employee to enable them to be absent from duty for the purpose of activities (including attending appointments) associated with their long-term physical or psychological disability.

(b) Eligibility

- (i) Disability leave is available to an employee (except for a casual employee) who lives with a disability.
- (ii) For the purpose of this clause, disability is defined as a long-term physical, mental, cognitive, intellectual or sensory impairment.
- (iii) The entitlement for casual employees is provided at subclause (g).

(c) Entitlement

- (i) An eligible employee is entitled to paid disability leave of up to five days per personal leave year as specified in Part VI, Clause 4(c).
- (ii) Disability leave is non-cumulative and is not paid out on cessation of employment.
- (iii) Disability leave is available from the first day of appointment.
- (iv) Disability leave is credited to an employee on the first day of appointment and will be replaced with a new credit on the date upon which each subsequent personal leave year commences.
- (v) Disability leave is available for the purpose of activities associated with an employee's disability including, but not limited to, any of the following:

- (1) To attend an appointment with a registered health practitioner.
 - (2) To attend treatment, rehabilitation, therapy or counselling.
 - (3) To attend tests or assessments.
 - (4) To receive delivery of, fitting, repairing, maintaining and undergoing training in use of orthoses, prostheses, adaptive equipment, or other aids.
 - (5) To obtain wheelchair or other equipment or to undertake maintenance or replacement of such equipment.
- (vi) The period of leave accessed by an employee may be greater than the duration of the activity or appointment to facilitate travel time and recovery.
- (vii) Disability Leave may be taken for part of a single day.
- (viii) Disability leave is not to be used as a substitute for an employee's personal leave entitlement provided in Part VI, Clause 4.
- (d) Notice and Evidence Requirements
 - (i) An employee is to provide notice to the employer at the earliest reasonable opportunity of the request for leave and the length of leave required.
 - (ii) An employee is to make an application to the employer for disability leave accompanied by supporting documentary evidence where appropriate.
 - (iii) Documentary evidence may include any of the following:
 - (1) A medical certificate from a registered health practitioner operating within their scope of practice;
 - (2) A written referral, issued by a registered health practitioner;
 - (3) A statutory declaration;
 - (4) Other reasonable forms of documentation.
- (e) Rate of payment
 - (i) Disability Leave is paid at the employee's normal salary rate, as defined.
- (f) Effect on other entitlements
 - (i) Employees who are unable to attend work due to illness related to their disability may utilise personal leave.
 - (ii) Disability leave will count as continuous service for all purposes.

(g) Casual employees

- (i) Subject to the notice and evidence requirements in subclause (d) casual employees are entitled to leave work or not be available to attend work, for the purposes of this clause.
- (ii) The employer and an employee are to agree on the period the employee is entitled to not be available to attend work. In the absence of agreement, an employee is entitled to not be available to attend work for up to one working day per occasion.
- (iii) A casual employee is not entitled to any payment for the period of non-attendance.
- (iv) The employer must not fail to re-engage a casual employee because the employee has accessed the entitlement provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

9. FOSTER AND KINSHIP CARE LEAVE

(a) Purpose

- (i) Foster and kinship care leave enables an employee to provide care to a child or young person, through a foster care or kinship care arrangement.

(b) Eligibility

- (i) Foster and kinship care leave is available to an employee, other than a casual employee, who is providing care for a child or young person through a foster care arrangement or kinship care arrangement, that has not been determined to be permanent.
- (ii) For the purpose of this clause, foster care and kinship care arrangements are defined as the provision of short-term, long-term, emergency or respite care for a child or young person through a formal arrangement facilitated by a government or non-government service provider.
- (iii) For the purpose of this clause, 'child' and 'young person' have the meanings as defined by the *Children, Young Persons and Their Families Act 1997* (Tas) (or any successor to the legislation).

(c) Entitlement

- (i) An eligible employee is entitled to paid foster and kinship care leave proportionate to the duration of the care arrangement for each application, up to a maximum of 10 days paid leave per personal leave year as specified in Part VI, Clause 4(c).
- (ii) Foster and kinship care leave is non-cumulative and will not be paid out on cessation of employment.

- (iii) Foster and kinship care leave is credited to an employee on the first day of service and will be replaced with a new credit upon the commencement of each subsequent personal leave year.
 - (iv) Foster and kinship care leave may be taken as a single day or as a block of days, commensurate with the duration of the caring arrangement.
- (d) Notice and Evidence Requirements
 - (i) An employee is to make an application to the employer for foster and kinship care leave, accompanied by supporting documentary evidence.
 - (ii) Documentary evidence may include:
 - (1) Documents from a recognised government or non-government provider through which the care arrangement is facilitated;
 - (2) Documents from a registered health practitioner;
 - (3) Documents relating to current and previous court orders granting responsibility for a foster child.
- (e) Rate of payment
 - (i) Foster and kinship care leave is paid at the employee's normal salary rate.

10. GENDER AFFIRMATION LEAVE

- (a) Purpose
 - (i) Gender affirmation leave is available to employees to enable them to be absent from duty for the purpose of undertaking activities associated with that employee's process of affirming their gender.
- (b) Eligibility
 - (i) Gender affirmation leave is available to an employee (other than a fixed-term casual employee) who is undergoing a process of affirming their gender.
 - (ii) Employees may affirm their gender in a number of ways, including through medical, social, and legal changes. An employee is not required to be undergoing specific types of changes, including surgery, to access leave under this clause.
- (c) Entitlement
 - (i) An eligible employee undergoing a process of gender affirmation is entitled to the following, subject to the notice and evidence requirements of this clause:
 - (1) up to 4 weeks paid leave; and

- (2) up to 48 weeks unpaid leave.
- (ii) Gender affirmation leave is available for the purpose of activities associated with an employee's gender affirmation including, but not limited to, any of the following:
 - (1) Medical or psychological appointments; or
 - (2) Hormonal appointments; or
 - (3) Surgery and associated appointments; or
 - (4) Appointments to alter the Employee's legal status or amend the Employee's gender on legal documentation; or
 - (5) Any other similar necessary appointment, procedure or event to give effect to the employee's transition as agreed with the employer.
- (iii) The period of leave accessed by the employee may be greater than the duration of their appointment or procedure, to facilitate travel and recovery.
- (iv) Gender affirmation leave may be taken as consecutive, single or part days as agreed with the employer.
- (v) An employee may be granted gender affirmation leave from the first day of appointment.
- (vi) An employee may access an entitlement to gender affirmation leave provided by sub-clause (c)(i) up until 52 weeks after they commence the process of affirming their gender. For clarity, nothing in this subclause prevents an employee from accessing gender affirmation leave at a point in time before they commence the process of affirming their gender or living as a member of that gender provided that the leave is accessed for the purpose outlined at subclauses (c)(ii) and (iii).
- (vii) Gender affirmation leave is non-cumulative and will not be paid out on cessation of employment
- (d) Notice and Evidence Requirements
 - (i) An employee wishing to access gender affirmation leave should discuss their intention to take leave with the employer as soon as reasonably practicable.
 - (ii) An employee is to make an application to the employer for gender affirmation leave accompanied by supporting documentary evidence where appropriate.
 - (iii) Documentary evidence may include any of the following:
 - (1) A medical certificate from a registered health practitioner or registered professional operating within their scope of practice; and/or

- (2) A written referral, issued by a registered health practitioner, to a counsellor; and/or
 - (3) A document issued by a counsellor; and/or
 - (4) A legal or other document issued by a state, territory or federal government organisation; and/or
 - (5) A statutory declaration.
- (e) Rate of payment
 - (i) Gender affirmation leave is paid at the employee's normal salary rate, as defined.
- (f) Effect on other entitlements
 - (i) Paid gender affirmation leave will count as service for all purposes.
 - (ii) The total period of gender affirmation leave without pay in excess of 20 working days within a personal leave year is regarded as leave without pay for accrual purposes, including for recreation leave and personal leave but does not break an employee's continuity of service.
- (g) Casual Employees
 - (i) Subject to the notice and evidence requirements in subclause (d), casual employees are entitled to not be available to attend work for the purpose of this clause.
 - (ii) The employer and an employee are to agree on the period the employee is entitled to not be available to attend work.
 - (iii) The employer must not fail to re-engage a casual employee because the employee has accessed the entitlement provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

11. SURROGACY LEAVE

- (a) Purpose
 - (i) Surrogacy leave is available to support an employee who has entered into a formal surrogacy arrangement.
- (b) Definitions
 - (i) **'Eligible casual employee'** means a casual employee employed during a period of at least 12 months, either:
 - (1) on a regular and systematic basis for several periods of employment;

- (2) on a regular and systematic basis for an ongoing period of employment, and who has, but for the pregnancy, a reasonable expectation of ongoing employment.
 - (ii) **'Employee'** includes full-time, part-time, permanent, fixed term and eligible casual employees (as defined).
 - (iii) **'Normal rate of pay'** means an employee's rate of salary and includes allowances which would have continued to be paid but for taking surrogacy leave.

The normal rate of pay for a part-time employee with variable hours of work is calculated as the greater of the following:

 - (1) the average of the hours worked by the employee over the preceding 12 months or;
 - (2) the actual hours of work at the time of commencement of leave.
- (c) Eligibility
- (i) Surrogacy leave is available to an employee who has entered into a formal non-commercial surrogacy arrangement to give birth to a child. A formal surrogacy arrangement is one which is entered into in accordance with the *Surrogacy Act 2012* (Tas) (or any successor legislation).
 - (ii) An employee must have completed a period of 12 months continuous service to be eligible for surrogacy leave.
 - (iii) An employee eligible for surrogacy leave is not entitled to parental leave in accordance with Clause 5 of this Part.
- (d) Entitlement
- (i) An eligible employee who has entered into a formal surrogacy arrangement is entitled to up to six weeks paid leave in relation to the birth of a child.
 - (ii) The six weeks paid leave is to be taken in a consecutive period.
- (e) Commencement and Period of Surrogacy Leave
- (i) Unless otherwise agreed with the employer, an employee is to commence surrogacy leave within six weeks immediately prior to the expected date of birth.
 - (ii) An employee who returns to work within six weeks after the birth of the child is required to provide a medical certificate to the employer stating that the employee is fit to work on their normal duties.
 - (iii) Where an employee has exhausted their paid surrogacy leave entitlement, before six weeks following the birth of the child, the employee may access any accrued recreation leave or long service leave entitlement in accordance with Clause 11(i) of this Part.
 - (iv) Nothing in subclause (e)(iii) will prohibit an employee from accessing personal leave or any other leave entitlement they become eligible for during this period.

- (f) Continuing to work while pregnant
 - (i) An employee who continues to work within the six week period immediately prior to the expected date of birth is required to provide a medical certificate to the employer stating that the employee is fit to work on their normal duties.
- (g) Transfer to a safe job
 - (i) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at their present work, the employee is to be transferred to a safe job, if the employer deems it practicable, until surrogacy leave commences.
 - (ii) In circumstances where the employer is unable to provide a safe job for the employee the employee will continue to be paid at the normal rate of pay for the employee's ordinary hours of work for the period of the risk. The period of risk ends with the commencement of surrogacy leave or six weeks before the expected date of birth, whichever is earlier.
- (h) Rate of Payment
 - (i) The rate of pay for an employee during the period of the paid surrogacy leave is the normal rate of pay, as defined at subclause (b)(iii).
- (i) Surrogacy Leave and Other Entitlements
 - (i) Paid surrogacy leave and unpaid special surrogacy leave will count as continuous service for all purposes.
 - (ii) An employee may access any accrued recreation leave or long service leave entitlements, as well as any other form of leave they become eligible for, in conjunction with surrogacy leave.
- (j) Special Surrogacy Leave
 - (i) An employee who has not yet commenced surrogacy leave and who suffers an illness related to their pregnancy or is required to undergo a pregnancy related medical procedure is to be granted any paid personal leave to which the employee is entitled and such further unpaid special surrogacy leave as a registered medical practitioner certifies as necessary before their return to work.
 - (ii) Where the pregnancy of an employee terminates other than by the birth of a living child, not earlier than 28 weeks before the expected date of birth, the employee is entitled to access six weeks paid surrogacy leave.
- (k) Notice and Evidence Requirements
 - (i) An employee is to provide written notice to the employer in advance of the expected date of commencement of surrogacy leave. The notice requirements are:

- (1) At least ten weeks' notice of the expected date of birth in a certificate from a registered medical practitioner stating that the employee is pregnant;
 - (2) At least four weeks' notice of the date on which the employee proposes to commence surrogacy leave and the period of leave to be taken.
- (ii) An employee is not in breach of this clause for if failure to give the required notice is due to the date of birth occurring earlier than the expected date.
- (iii) Prior to the commencement of surrogacy leave, the employee is to provide evidence of the formal surrogacy arrangement to which the employee has entered into.

PART VII - PROCEDURE FOR SETTLING GRIEVANCES AND AVOIDING DISPUTES

1. PROCEDURE FOR SETTLING GRIEVANCES AND AVOIDING DISPUTES

Should a grievance or industrial dispute arise, every effort is to be made to promptly resolve it according to the following procedure. Normal work is to continue while this procedure is being followed.

(a) Step 1

The employee(s) and the immediate supervisor are to discuss the matter. Either the employee(s) or the supervisor may have a witness involved in the discussion if desired. In the case of the employee(s), the desired witness may be a workplace union representative.

(b) Step 2

If the matter is not resolved, the employee(s) and supervisor are to refer the matter to the appropriate District Officer or unit manager. A workplace representative, the Union Secretary or other agent chosen by the employee(s) may also be involved if requested. The Union Secretary or agent must become involved if requested by the District Officer.

(c) Step 3

Should the matter remain unresolved, it is to be referred in writing by the District Officer or unit manager to the appropriate Brigade Chief or Head of Division who is to have further discussions involving the Union Secretary or agent chosen by the employee.

Either party may refer a matter of statewide significance to the State Consultative Committee at the conclusion of this stage.

(d) Step 4

Should the matter remain unresolved, it is to be referred in writing to the Deputy Chief Officer who is to have further discussions involving the Union Secretary or agent chosen by the employee.

(e) Step 5

Should the matter still remain unresolved, either party may refer the matter to the Tasmanian Industrial Commission for conciliation and/or arbitration.

PART VIII – TRANSLATION

1. TRANSLATION

Permanent employees occupying the positions, the titles of which appear below, as at the beginning of the first full pay period that commenced on or after 5 March 2009, whose positions require them to carry out work which can be defined in accordance with the classifications defined in Part II, Clause 3(m) of this award, are to have their positions translated to the appropriate classification and are to be translated to the appropriate salary point as set out in the table below.

Position Title	Old Classification	Previous Salary \$	New Classification	New Translated Salary \$
Fire Safety Auditor	Community Fire Safety Officer Level 1	48,359	Community Fire Safety Officer 1	57,467
Instructor	Community Fire Safety Officer Level 2	52,094	Community Fire Safety Officer 2	63,164
Consultant Building Safety	Community Fire Safety Officer Level 3	55,810	Community Fire Safety Officer 3	69,022



D J Barclay
President

10 October 2023