

T14173/2014

31 JAN 2014

PORT ARTHUR HISTORIC SITE MANAGEMENT AUTHORITY STAFF AGREEMENT 2014



between the

Minister administering the *State Service Act 2000*

and the

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



1. TITLE

This Agreement shall be known as the **Port Arthur Historic Site Management Authority Staff Agreement 2014**

2. ARRANGEMENTS

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3. PARTIES BOUND

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



4. PERIOD OF OPERATION

- 4.1 The Agreement will be for the period commencing on 3 December 2013 and shall apply until 30 June 2016.
- 4.2 The parties agree to commence negotiations for a replacement Agreement on or before 30 April 2016.

5. APPLICATION

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

6. RELATIONSHIP TO AWARDS AND AGREEMENTS

This Agreement is to be read and applied in conjunction with the *Port Arthur Historic Site Management Authority Award*. Where any inconsistency occurs between this Agreement and the Award, this Agreement shall prevail to the extent of the inconsistency.

7. JOB SECURITY

The parties agree that for the duration of this Agreement the Employer will, to the extent that it is lawful to do so, not terminate the employment of any permanent employee in reliance on s 44(3)(b) of the Act (i.e., on the ground of redundancy). For the avoidance of doubt, the parties declare that it is not their intention that this or any other provision of this Agreement should operate so as to interfere with the free exercise by the Employer or any Minister of the Crown of any of the duties or authorities of their respective offices.

8. CASHING OUT OF RECREATION LEAVE

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

- (i) The amount of recreation leave to be cashed out cannot result in the employee's remaining accrued entitlement being less than one (1) year's entitlement; and
- (ii) Cashing out of a particular amount of excess recreation leave must be by separate agreement in writing between the employer and the employee; and
- (iii) The employee is to be paid the amount of salary that would have been payable had the employee taken the leave that is now to be forgone; and



- (iv) The employee and the employer are to agree on an amount of accrued recreation leave that the employee is required to access in the year in which the leave is to be cashed out.

9. EMAIL AND INTERNET ACCESS

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

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

10. BREASTFEEDING FACILITIES

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

11. SALARY INCREASES and CLASSIFICATION STRUCTURE

11.1 Salaries will increase as follows:

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

11.2 The classification structure will be adjusted as follows:

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



12. DISPUTE RESOLUTION

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

13. NO EXTRA CLAIMS

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

14. LEAVE RESERVE MATTERS.

The following Leave Reserve Matters will be reviewed during the life of the Agreement: provisions regarding the employment and salaries of Trainees.



SIGNATORIES

This Agreement is made in Hobart on this 31 of January 2014

SIGNED FOR AND ON BEHALF OF

Minister administering the *State Service Act 2000*

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SIGNED FOR AND ON BEHALF OF

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

.....

Tom Lynch

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

