

T14463 OF 2016

Industrial Relations Act 1984
s55 Industrial Agreement

AWU PUBLIC SECTOR UNION WAGES AGREEMENT 2016

Between the

Minister Administering the *State Service Act 2000*

and the

The Australian Workers' Union, Tasmania Branch



1. TITLE

This Agreement shall be known as the **AWU Public Sector Unions Wages Agreement 2016**.

2. ARRANGEMENT

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3. PARTIES BOUND

This Agreement is between the Minister administering the *State Service Act 2000*; and the Australian Workers' Union, Tasmania Branch.



4. APPLICATION

This agreement is made in respect of employees covered by the AWU (Tasmanian State Sector) Award.

5. RELATIONSHIP TO AWARDS AND AGREEMENTS

This Agreement prevails to the extent of any inconsistency that occurs between this Agreement and the relevant Award, the Tasmanian State Service Award (TSSA), or any registered Agreement with the Minister administering the *State Service Act 2000*.

6. DATE AND PERIOD OF OPERATION

- (i) This Agreement has effect from the date of registration and will remain in force until 30 June 2018.
- (ii) The parties agree to commence negotiations for a replacement Agreement on or before 30 April 2018.

7. CASHING OUT OF RECREATION LEAVE

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

8. EMAIL AND INTERNET ACCESS





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

9. LACTATION BREAKS AND 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.

10. PERSONAL LEAVE ACCUMULATION SCHEME

- (i) The personal leave accumulation scheme only applies to employees covered by the scope of the AWU (Tasmanian State Sector) Award.
- (ii) A full time employee covered by the personal leave accumulation scheme is entitled to 147 hours (or 152 hours for employees working a 38 hour week) of personal leave in each personal leave year. A part-time employee is entitled to personal leave in direct proportion to the number of hours worked compared to a full time employee.
- (iii) Personal leave for a full time employee accrues at the rate of 5.65 hours (5.85 hours for an employee working a 38 hour week) for each completed fortnight of service. Any personal leave not used in any personal leave year is added to the following years' accrual to a maximum accrual of 1911 hours (or 1976 hours for employees working a 38 hour week).
- (iv) This provision is an alternate to the triennium scheme as detailed in TSSA Part VIII, Clause 3(d) and applies to all new employees from 1 March 2014, including fixed term employees. Fixed term employees employed from 1 March 2014 will not be able to transfer into the triennium scheme as detailed in TSSA Part VIII, Clause 3(f).

- (v) Existing employees as at 1 March 2014 may elect to transfer from the triennium entitlement as detailed in TSSA Part VIII, Clause 3(d) to the accumulation scheme.
- (vi) An election to transfer may be made from 1 March 2014 with a date of effect of 1 July 2014. An election to transfer made after 1 June 2014 will have a date of effect 4 weeks after the application is made.
- (vii) An employee who makes an election to transfer their entitlement from the triennium scheme to the accumulation scheme is to have their personal leave balance recalculated by multiplying their fulltime equivalent years of service with the accumulated leave scheme annual entitlement (147 hours), less all personal leave used during their service and up to the date of transfer. This will become their new personal leave balance.
- (viii) Once a new employee has been assigned to the accumulation scheme or an existing employee has elected to transfer to the accumulation scheme they cannot revert back to the triennium scheme.
- (ix) Other than the method of accrual of personal leave, all other provisions of TSSA Part VIII, Clause 3 continues to apply.

11. SALARY INCREASES

Salaries will increase as follows:

- (i) With effect from the first full pay period commencing on or after (ffppcoa) 1 December 2016 by 2 per cent or \$1144, whichever is the greater; and
- (ii) With effect from the first full pay period commencing on or after 1 December 2017 by 2 per cent or \$1167, whichever is the greater.

Schedule 1 of this Agreement sets out the annual rates of pay effective ffppcoa 1 December 2016 and ffppcoa 1 December 2017 for employees covered by the AWU (Tasmanian State Sector) Award.

12. NOVATED LEASE



- (i) Employees may elect to salary sacrifice a proportion of their salary for the novated lease of a motor vehicle subject to compliance with any Tasmanian or Commonwealth government directive and legislation.
- (ii) All salary sacrifice arrangements are to be administered by an organisation nominated by the employer following consultation with unions.
- (iii) All fringe benefits tax, other tax liabilities, and/or direct administrative costs incurred by a salary sacrifice arrangement under this clause is the employee's responsibility and does not create any employer liability.
- (iv) The salary payable to an employee who enters into a salary sacrifice arrangement is the salary payable under that arrangement.
- (v) Payment of an accrued leave entitlement, or in lieu of notice, made to an employee who ceases employment and employer and employee superannuation contributions and overtime and penalty payments are based on the salary that would have been payable had the salary sacrifice agreement not existed.
- (vi) An employee who withdraws from a salary sacrifice arrangement is required to comply with the requirements of the administrator of that arrangement.

13. DISPUTE SETTLING PROCEDURE

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

14. NO EXTRA CLAIMS

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



15. SIGNATORIES

SIGNED FOR AND ON BEHALF OF

The Minister administering the *State Service Act 2000*

Signed:



Name:

F.W. OGLE


Date:

20.12.16

SIGNED FOR AND ON BEHALF OF

Australian Workers Union, Tasmania Branch

Signed:



Name:

IAN WAKEFIELD

Date:

20/12/2016



SCHEDULE 1 – SALARIES

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



B6-R2-3	\$ 94,782	\$ 96,678	\$ 98,611
B6-R2-4	\$ 96,413	\$ 98,341	\$ 100,308
B6-R2-5	\$ 97,646	\$ 99,599	\$ 101,591



SCHEDULE 2 – PURCHASED LEAVE SCHEME SALARIES

TSSA General Stream - Appendix 18 PLS	PLS Salary effective from ffppcooa 1/12/16	PLS Salary effective from ffppcooa 1/12/17
B1-R1-1	\$ 40,218	\$ 41,345
B1-R1-3	\$ 43,084	\$ 44,211
B1-R2-2	\$ 45,947	\$ 47,074
B1-R2-4	\$ 48,639	\$ 49,766
B1-R2-5	\$ 49,350	\$ 50,476
<i>PROMOTION</i>		
B2-R1-2	\$ 51,100	\$ 52,227
B2-R1-3	\$ 52,059	\$ 53,186
B2-R1-4	\$ 53,064	\$ 54,191
B2-R1-5	\$ 54,382	\$ 55,509
B2-R1-6	\$ 55,183	\$ 56,310
<i>PROMOTION</i>		
B3-R1-2	\$ 57,507	\$ 58,657
B3-R1-3	\$ 58,657	\$ 59,830
B3-R1-4	\$ 59,789	\$ 60,985
B3-R1-5	\$ 61,343	\$ 62,570
B3-R1-6	\$ 62,266	\$ 63,511
<i>PROMOTION</i>		
B4-R1-2	\$ 64,408	\$ 65,696
B4-R1-3	\$ 66,085	\$ 67,406
B4-R1-4	\$ 67,855	\$ 69,212
<i>AAP</i>		
B4-R2-2	\$ 69,001	\$ 70,381
B4-R2-3	\$ 70,795	\$ 72,211
BR-R2-4	\$ 73,164	\$ 74,627
B4-R2-5	\$ 74,265	\$ 75,750
<i>PROMOTION</i>		
B5-R1-2	\$ 77,359	\$ 78,906
B5-R1-3	\$ 79,315	\$ 80,901
<i>AAP</i>		
B5-R2-1	\$ 80,450	\$ 82,059
B5-R2-2	\$ 81,189	\$ 82,812
<i>PROMOTION</i>		
B6-R1-2	\$ 84,920	\$ 86,619
B6-R1-3	\$ 86,619	\$ 88,351
B6-R1-4	\$ 89,449	\$ 91,238
<i>AAP</i>		
B6-R2-2	\$ 91,728	\$ 93,563
B6-R2-3	\$ 93,342	\$ 95,209
B6-R2-4	\$ 94,948	\$ 96,847



B6-R2-5	\$	96,163	\$	98,086
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