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**TASMANIAN INDUSTRIAL COMMISSION**

**Industrial Relations Act 1984**

s23 application for award or variation of award

**Tasmanian Trades and Labor Council**

(T10886 of 2003)

Private and Public Sector Awards

**Tasmanian Trades and Labor Council**

(T10927 of 2003)

Private and Public Sector Awards

**FULL BENCH:**

PRESIDENT P L LEARY

DEPUTY PRESIDENT R J WATLING

COMMISSIONER T J ABEY

**Award variation - Supported Wage increased to \$60 per week – Operative date  
ffpp 1 August 2003 – Model Reasonable Hours Clause approved – Awards will be  
varied on application.**

**PRINTING AUTHORITY OF TASMANIA AWARD**

**No. 1 of 2003  
(Consolidated)**

CLAUSES 4, 5 AND 8 ARE VARIED, AND THE AWARD IS CONSOLIDATED:

## **1. TITLE**

This award is to be known as the "Printing Authority of Tasmania Award".

## **2. SCOPE**

This award is to apply to the Printing Authority of Tasmania in respect of all employees occupying positions for whom classifications appear in this award.

## **3. CONTENTS**

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### **4. DATE OF EFFECT**

This award shall be operative from the first full pay period commencing on or after 1 August 2003.

### **5. SUPERSESION AND SAVINGS**

This award supersedes the Printing Authority of Tasmania Award No 1 of 1997 (Consolidated), No. 1 of 1999, No. 1 of 2000, No. 1 of 2002 and No. 2 of 2002.

**PROVIDED** that no entitlement accrued or obligation incurred is to be affected by the supersession.

### **6. AWARD INTEREST AND PARTIES BOUND**

- (a) The employee organisations having, under Section 63(10) of the Act, an interest in this award are:
- (i) The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union; and
  - (ii) The Community and Public Sector Union (State Public Services Federation Tasmania).

- (b) The Award is binding upon:
- (i) The Printing Authority of Tasmania;
  - (ii) All employees (whether members of a Registered Organisation or not) for whom classifications appear in this award.

## **7. DEFINITIONS**

- (a) General Definitions

**'Act'** means the *Industrial Relations Act 1984*.

**'Afternoon shift'** means a shift terminating after 7.00 pm and at or before midnight.

**'Authority'** means the Printing Authority of Tasmania as constituted under the *Printing Authority of Tasmania Act 1994*.

**'Board'** means the Chairperson and Directors of the Printing Authority of Tasmania Board of Management.

**'Call back'** means when an employee is called back to perform work out of normal work hours without prior notification.

**'Casual employee'** means a person engaged to work on an irregular basis, as and when required, but does not include any person employed on a temporary, part or full time basis.

**'Commission'** means the Tasmanian Industrial Commission.

**'CEO'** means the Chief Executive Officer, or delegated officer, of the Printing Authority of Tasmania.

**'Day work'** means work (other than overtime work) performed by an employee between the hours of 7.30 am and 4.30 pm, Monday to Friday.

**'Delegated officer'** means an employee delegated by the CEO to act on the CEO's behalf.

**'Employer'** means the Printing Authority of Tasmania.

**'Full time employee'** means a person engaged to work for the full ordinary hours prescribed on an ongoing basis.

**'Industry agreement team'** (IAT) means the joint committee formed to negotiate the Printing Authority of Tasmania Award and Agreement.

**'Mutual agreement'** means agreement between the Authority and employee(s).

**'Night shift'** means a shift terminating after midnight and at or before 8.00 am.

**'Officer'** means a person holding an office in, or is employed by the Union or branch of the Union.

**'Part time employee'** means a person other than a full time or casual employee engaged to work regularly in each pay period for less hours than an equivalently classified full time employee.

**'Temporary employee'** means a person who is employed for a specific period or for a specific project with a stated termination date.

**'Union'** means The Community and Public Sector Union (State Public Services Federation Tasmania) or The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union.

**'Working day'** means a period of 7.6 hours worked on any day from Monday to Friday inclusive.

**'Work place'** means a place of work occupied by the employer where work to which this Award applies is being carried out.

(b) Classification Standard Definitions

**'Administrative work'** means the exercise of an appropriate level of responsibility and discretion in undertaking functions of an administrative nature where administration is concerned with achievement of the Authority's corporate goals through planning, organising, directing and controlling resources and/or activities. Administration is also concerned with the development and implementation of policy to achieve set objectives and desired outcomes.

**'Broad direction'** means that employees are expected to develop and achieve objectives for specific functions under their control that will ensure the attainment of results critical to the efficient operation of the work section.

**'Clerical direction'** means instructions and guidance on particular tasks and programs given by supervisors or managers to subordinate staff. It includes direction from sources such as legislation, standards and manuals.

**'Clerical supervision'** means supervision provided by supervisors or managers to subordinate staff to ensure adherence to directions given, to decide on proposed solution or courses of action, and to review and check the work of clerical staff.

**'Clerical work'** means the exercise of an appropriate level of responsibility and clerical knowledge and skill under a requisite degree of direction and supervision in the understanding of the preparation, processing and maintenance of documents, records and electronic data representing the transactions or business of the Authority. Clerical work is performed within a framework of legislation, policies,

procedures, regulations, guidelines, precedents, instructions, or custom and practice, both written and oral.

**'Direct supervision'** means there is limited responsibility for the final outcome of work undertaken because only limited discretion is available to select the appropriate means of completing the task. Conformity with instruction is measured by the satisfactory completion of allocated tasks.

**'General direction'** means situations where detailed or specific instructions are limited to unusual features.

**'General supervision'** means that general instructions are given and tasks are undertaken to achieve the required outcomes or objectives. Discretion and choice in selecting the most appropriate method for completing the allotted tasks is expected and encouraged.

**'Limited supervision'** means that work is undertaken within established objectives and with limited guidance. Conformity with instructions is usually measured in terms of achievement of stated objectives to senior management-agreed standards.

**'Routine supervision'** means the responsibility for the final outcome is limited because the work is carried out in accordance with established guidelines and practices, however there is scope for the exercise of discretion in the choice of work methods.

**'Specific direction'** means situations where precise instructions are given with little or no choice provided.

## **8. SALARIES**

An employee, on appointment or promotion to a position classified under this Award, is to be paid the minimum salary for that position unless, in the opinion of the Authority, the qualifications and practical experience of the employee justify a higher salary being paid.

### (a) Clerical Stream

|         |                               |
|---------|-------------------------------|
| Level 7 | \$49691<br>\$48677            |
| Level 6 | \$47666<br>\$45831<br>\$43990 |
| Level 5 | \$43250<br>\$42318<br>\$41567 |

|          |  |
|----------|--|
| Level 4  | \$40638<br>\$39711<br>\$38774            |
| Level 3  | \$35793<br>\$35014                       |
| Level 2  | \$32604<br>\$31739                       |
| Level 1  | \$28127<br>\$26828<br>\$25575<br>\$24372 |
| 20 Years | \$22666                                  |
| 19 Years | \$20473                                  |
| 18 Years | \$17793                                  |

#### Classification standards

##### Level 1

Routine work generally by specific direction undertaken under direct and/or routine supervision. Choices made based on established guidelines and instructions, written or verbal. Ability to acquire the required knowledge and skills to effectively undertake the work.

##### Level 2

Experienced clerical level - to achieve set outcomes, undertaken under routine supervision. Choices made based on established guidelines and instructions, written or verbal. Directly responsible for completion of tasks. A knowledge of established work practices is required. Experienced clerical level requiring good communication skills.

##### Level 3

Specialist functions undertaken under general direction and general supervision based on established procedures and practices. Exercise of limited discretion is required. Supervision of a small number of employees may be a feature. Experienced clerical level requiring a comprehensive understanding of relevant procedures and high-level communication skills.

#### Level 4

Clerical and administrative work of a value having an effect on the efficient operation of the work unit or Agency. A supervisory level. Work undertaken under general direction and general supervision, requiring initiative and the exercise of discretion. The exercise of a formal delegation may be required. Extensive knowledge of the specific discipline with well-developed communication and problem-solving skills. Ability and experience in staff supervision.

#### Level 5

Administrative work which may require the management of human and material resources in carrying out a variety of complex functions under a broad range of conditions under general supervision. The exercise of judgement and initiative consistent with the possession of sound knowledge in the field of work within which the position operates. Guidelines and procedures are generally well recognised but there may be some interpretation required in order to establish and select the most appropriate approach to functions. Ability to research, evaluate and formulate information is critical. Experience in resource management is essential.

#### Level 6

Positions require a high degree of proficiency in the use of established administrative or managerial skills such as human resource management or accounting. Positions usually have responsibility for resource allocation and management and supervision of lower level employees in the achievement of divisional or organisational goals. Interpretation of policy and guidelines is a feature and functions are undertaken with general or limited supervision. A high level of experience in management practices is paramount.

#### Level 7

Positions at this level work with limited supervision, usually manage the operations of an organisational element, undertake a management function or provide consultative or administrative support and advice to a particular program or activity. The tasks may be either complex or specific in nature but directed to the organisation's goals.

Immediate subordinate positions may include staff in technical or professional structures, in which case supervision is for administrative purposes only. In other circumstances supervision may involve the exercise of technical or professional skill and judgement. Independence of action including the use and allocation of resources within laid down restraints may be a feature. Decisions taken or responsibilities exercised may have a major effect on the operation of the work area. General management skills and the ability to contribute to the development of policy initiatives are required as is a high level of interpersonal and communications skills.



(b) Production Stream

|          |    |                               |         |
|----------|----|-------------------------------|---------|
| Level    | 15 | Printing Manager              | \$44535 |
| Level    | 14 | Printing Manager              | \$43119 |
| Level    | 13 | Printing Manager              | \$41671 |
| Level    | 12 | Printing Manager              | \$40235 |
| Level    | 11 | Printing Officer              | \$38797 |
| Level    | 10 | Printing Officer              | \$37360 |
| Level    | 9  | Printing Tradesperson/Officer | \$35923 |
| Level    | 8  | Printing Tradesperson/Officer | \$34486 |
| Level    | 7  | Printing Tradesperson/Worker  | \$33053 |
| Level    | 6  | Printing Tradesperson/Worker  | \$31637 |
| Level    | 5  | Printing Tradesperson/Worker  | \$30223 |
| Level    | 4  | Printing Tradesperson/Worker  | \$28805 |
| Level    | 3B | Printing Worker               | \$27390 |
| Level    | 3A | Printing Worker               | \$25975 |
| Level    | 2  | Printing Worker               | \$24559 |
| Level    | 1  | Printing Worker               | \$23142 |
| 20 Years |    |                               | \$22103 |
| 19 Years |    |                               | \$19646 |
| 18 Years |    |                               | \$17191 |
| 17 Years |    |                               | \$14736 |
| 16 Years |    |                               | \$12280 |

(c) Apprentices

| Adult Apprentices |         | Apprentices |         |
|-------------------|---------|-------------|---------|
| 1st Year          | \$23620 | 1st Year    | \$14259 |
| 2nd Year          | \$25061 | 2nd Year    | \$17859 |
| 3rd Year          | \$26501 | 3rd Year    | \$21173 |
| 4th Year          | \$28805 | 4th Year    | \$25203 |

Classification standards

Level 1

An employee at this level works under direct supervision either individually or in a team environment; understands and undertakes procedures including the ability to recognise basic quality deviations/faults.

Indicative of the tasks which an employee at this level may perform are the following:

- repetitive production work of a basic nature such as maintaining simple records and single purpose functions as in manual folding, paging, numbering, perforating, gathering, collating, inserting, inseting, interleaving, gumming, stacking, checking, assembling;
- operating an automatic, semi-automatic or single purpose machine such as a shredder machine.

Level 2

An employee who has completed not less than six months structured training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills on an employee at Level 1 and to the level of their training is responsible for the quality of their own work subject to routine supervision.

Indicative of the tasks which an employee at this level may perform are the following:

- general housekeeping and cleaning;
- storing and packing of goods and materials in accordance with appropriate procedures and/or regulations; preparation and receipt of appropriate documentation including liaison with suppliers.

### Level 3A

An employee who has completed not less than 12 months structured training or who has an appropriate certificate of competency issued by a recognised authority so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at Level 2 and to the level of their training, is responsible for the quality of their own work subject to routine supervision.

Indicative of the tasks which an employee at this level may perform are the following:

- assistant on a printing machine under the direct supervision of a printing machinist who performs basic duties such as cleaning, washing-up of ink ducts, blankets and impression cylinders, stacking and removing delivery stack on sheet fed press;
- inventory and store/warehouse control including licensed operation of all appropriate materials handling equipment; use of tools and equipment within the warehouse (basic non-trade maintenance); stationery store and art-room store;
- works under general supervision performing clerical duties which require the exercise of some initiative and minor decision-making within a regular work routine;
- van driver used in receiving and despatching of goods;
- basic operation of multi-function binding equipment.

### Level 3B

An employee who has completed not less than 12 months structured training or who has an appropriate certificate of competency issued by a recognised authority so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at Level 3A and to the level of their training, is responsible for the quality of their own work subject to routine supervision.

Indicative of the tasks which an employee at this level may perform are the following:

- basic keyboard skills;
- basic VDU operation;
- senior dispatch officer;

- operates any single unit small offset duplicating machine;
- assists in proof reading and works as a copy holder.

#### Level 4

An employee who holds a trade certificate, indenture or who has equivalent training, experience and skills of a tradesperson to this level and has acquired certificate of competency issued by a recognised authority.

An employee at this level works above and beyond an employee at Level 3 and to the level of their training, and:

- understands and applies quality control standards;
- exercises discretion within the scope of this level;
- performs work under general supervision either individually or in a team environment;
- operates all lifting equipment incidental to their work;
- performs tasks incidental to their work.

Indicative of the tasks which an employee at this level may perform are one of the following:

- compositor engaged in limited paste-up, rule work, imposition, camera and plate-making for use within the industry;
- a printing machinist on a basic single unit press including letterpress printing; lithographic printing etc.

Under minimal supervision either individually or in a team environment, competent to perform one or more of the following tasks/duties, or a combination

- use of a VDU for the purposes such as the maintenance of a deposit storage system, information input/retrieval, etc.
- operation of all materials handling equipment under licence;
- development and refinement of a sort layout including proper location of goods and their receipt and dispatch.

#### Level 5

An employee who holds a trade certificate, has completed formal training and has acquired an appropriate certificate of competency issued by a recognised authority or who has equivalent training, experience and skills as a tradesperson to this level.

An employee at this level works above and beyond an employee at Level 4 and to the level of their training, and:

- (a) exercises discretion within the scope of this level;
- (b) works under general supervision either individually or in a team environment;
- (c) understands and implements quality control standards;
- (d) provides trade or equivalent skill guidance and assistance as part of a work team;
- (e) exercises trade or equivalent skills relevant to the specific requirements of the enterprise at a level higher than Level 4.

Indicative of the tasks which an employee at this level may perform are one of the following;

- printing machinist on two-unit sheet fed letterpress, gravure, offset lithographic printing machines, sheet fed perfecter machines and multi-colour, reel-fed continuous stationery machines;
- compositor engaged in paste-up, rule work, imposition, camera, plate-making and who is engaged in electronic pagination, rearranging copy on visual display machines, set from copy using basic coding for use within the industry;
- bookbinder/finisher engaged in the production of full bound books including, cleaning, ending, repair of damaged books and documents including the restoration and preservation of cultural and historic work and archival material;
- proof reader;
- fully qualified maintenance/engineering tradesperson;
- person who creates or produces design or finished artwork for use in the industry.

#### Level 6

An employee who holds a trade certificate, has completed formal training and has acquired an appropriate certificate of competency issued by a recognised authority or who has equivalent training, experience and skills as a tradesperson to this level.

An employee at Level 6 works above and beyond an employee at Level 5 and to the level of their training, and:

- (a) is able to exercise the skills attained through satisfactory completion of the training prescribed for this classification;

- (b) provides guidance and assistance as part of a work team;
- (c) assists in the provision of training in conjunction with supervisors and trainers;
- (d) understands and implements quality control standards;
- (e) works under general supervision either individually or in a team environment.

Indicative of the tasks which an employee at this level may perform are one of the following:

- bookbinder/finisher engaged in the production of full bound books including, cleaning, ending, repair of damaged books and documents including the restoration and preservation of cultural and historic work and archival material. A bookbinder at Level 6 will have added to their skills knowledge and use of fully electronically programmable guillotine; gatherer; stitcher and three-way trimmer;
- compositor engaged in paste-up, rule work, imposition, camera, plate-making and who is engaged in electronic pagination, rearranging copy on visual display machines, set from copy using basic coding for use within the industry. At Level 6 a photo compositor will be competent in the use of visual display terminals typing hard copy or information received orally or by facsimile to a computer and either through a series of codes or otherwise instruct the computer to produce copy in a final form or in a form for paste-up and assembly to final form, for use within the industry;
- printing machinist on two-unit sheet fed letterpress, gravure, offset lithographic printing machines, sheet fed perfecter machines and multi-colour, reel-fed continuous stationery machines. A printing machinist at Level 6 will have added to their skills the knowledge and use of three or four unit letterpress, offset lithographic, multi-colour reel-fed machines;
- more complex proof reading and editing;
- graphic reproducer who is an operator of electronic mono picture generating systems which are programmed by, and/or store digitised information on hard or floppy disc or tapes and engaged in processes leading to and/or including the production of process plates, transparencies, prints or films;

#### Level 7

An employee who holds a trade certificate, has completed formal training and who has acquired an appropriate certificate of competency issued by a recognised authority or who has equivalent training, experience and skills as a tradesperson to this level.

An employee at Level 7 works above and beyond an employee at Level 6 and to the level of their training, and:

- (a) is able to exercise the skills attained through satisfactory completion of the training prescribed for this classification;
- (b) provides guidance and assistance as part of a work team;
- (c) assists in the provision of training in conjunction with supervisors and trainers;
- (d) understands and implements quality control standards;
- (e) works under general supervision either individually or in a team environment.

Indicative of the tasks which an employee at this level may perform are one of the following:

- exercises high precision skills using various materials and/or specialised techniques;
- tradesperson by use of visual display terminal types hard copy or information received orally or by facsimile to a computer and either through a series of codes or otherwise instructs the computer to produce a finished article in a final form or in a form for paste-up and assembly to final form for use within the industry and has added to these skills, knowledge and understanding of other forms of photo-composition including liaising with client service officers and/or customers, converting copy 'raw' or otherwise through layout and design to a stage satisfactory to customers needs, typesetting, positioning of artwork (illustrations, photos, etc.) using their creative ability in layout designing for printed material, including reports with graphs etc., brochures, invitations, covers, newsletters, newspapers etc.;
- printing machinist on two-unit sheet fed letterpress, gravure, offset lithographic printing machines, sheet fed perfecter machines and multi-colour, reel-fed continuous stationery machines. A printing machinist at Level 6 will have added to their skills the knowledge and use of three or four unit letterpress, offset lithographic, multi-colour reel-fed machines. Printing machinists at Level 7 will be fully conversant and skilled in the use of printing units with Computerised Colour Print Control, including reel-fed machines producing colour work;
- text processing and conversion, specific to the printing industry;
- bookbinder/finisher engaged in the production of full bound books including, cleaning, ending, repair of damaged books and documents including the restoration and preservation of cultural and historic work and archival material. A bookbinder at Level 6 will have added to their skills knowledge and use of fully electronically programmable guillotine; gatherer stitcher and three-way trimmer. At Level 7 a bookbinder finisher will be fully conversant

with, in charge of and responsible for the setting and adjusting of multi-unit on-line adhesive bindery equipment which converts books into finished soft or hard covered books or computer controlled sewing machine;

- provision of customer advice for the sale of print;
- planning and scheduling production workloads;
- graphic reproducer who is engaged in colour combining of artwork supplied; negatives and positives screened to percentages required for colour plates.

#### Level 8

An employee who holds a trade certificate, has completed formal training and has acquired an appropriate certificate of competency issued by a recognised authority or who has equivalent training, experience and skills as a tradesperson to this level.

An employee at Level 8 whose work and level of responsibility are above and beyond an employee at Level 7 and to the level of their training, and:

- (a) is able to exercise the skills attained through satisfactory completion of the training prescribed for this classification;
- (b) provides guidance and assistance as part of a work team;
- (c) assists in the provision of training in conjunction with supervisors and trainers;
- (d) understands and implements quality control standards.

Indicative of the tasks which an employee at this level may perform are one of the following:

- tradesperson by use of visual display terminal types hard copy or information received orally or by facsimile to a computer and either through a series of codes or otherwise instructs the computer to produce a finished article in a final form or in a form for paste-up and assembly to final form for use within the industry and has added to these skills, knowledge and understanding of other forms of photo-composition including liaising with client service officers and/or customers, converting copy 'raw' or otherwise through layout and design to a stage satisfactory to customers needs, typesetting, positioning of artwork (illustrations, photos, etc.) using stand alone or line-linked computer based typesetting systems, using their creative ability in layout designing for printed material, including reports with graphs etc, brochures, invitations, covers, newsletters, newspapers etc, a tradesperson at Level 8 will add to the forgoing skills the knowledge and use of electronic generating systems which are programmed by and/or store digitised information on hard/floppy discs or tapes and be engaged in processing leading to and/or including the production of process colour plates, colour transparencies, colour prints or film and have become competent with the use thereof;



- advanced text processing and conversion. Must be competent in the writing of search and replace tables, arrays or relevant programs for data processing and conversion units with ability to process and convert any program to specifications. Conversant and able to use Data Retrieval, daily/weekly back-up using magnetic tapes, system troubleshooting. Scanning all types of documents, including text and images using verification;
- tradesperson using computer controlled equipment which is technologically advance beyond, and requires the use of added skills above and beyond those required for use at Level 7.

#### Level 9

An employee who holds a trade certificate, has completed formal training and has acquired an appropriate certificate of competency issued by a recognised authority or who has equivalent training, experience and skills as a tradesperson to this level.

An employee at Level 9 whose work and level of responsibility are above and beyond an employee at Level 8 and to the level of their training, and:

- (a) is able to exercise the skills attained through satisfactory completion of the training prescribed for this classification;
- (b) provides guidance and assistance as part of a work team;
- (c) assists in the provision of training, in conjunction with supervisors and trainers;
- (d) understands and implements quality control standards;
- (e) works under general supervision either individually or in a team environment.

Indicative of the tasks which an employee at this level may perform are one of the following:

- responsible for the operation of electronic typesetting machines and generally supervising the input and the output from the computers, and postscript services.

#### Level 10

An employee at Level 10 who possesses certificate(s) and qualifications working above and beyond a person at Levels 8 and 9 and to the level of their training:

- (a) is able to supervise efficiently and competently;
- (b) is able to exercise the skills through satisfactory completion of the training prescribed for this classification;

- (c) provides guidance and assistance;
- (d) assists in the provision of training;
- (e) understands and implements quality control standards.

#### Level 11

An employee at Level 11 who possesses certificate(s) and qualifications working above and beyond a person at Levels 8, 9 and 10 and to the level of their training:

- (a) is able to supervise efficiently and competently;
- (b) is able to exercise the skills through satisfactory completion of the training prescribed for this classification;
- (c) provides guidance and assistance;
- (d) assists in the provision of training;
- (e) understands and implements quality control standards.

#### Level 12

An employee who possesses certificates and qualifications in the printing trade by a recognised authority and who, working above and beyond a person at Levels 10 and 11 and to the level of their training:

- (a) is able to manage complex functions effectively and competently;
- (b) is able to exercise those management skills based upon the qualifications and training prescribed for this classification;
- (c) provides leadership, counselling and guidance;
- (d) develops and directs training;
- (e) manages quality control standards laid down for the outcomes;

Indicative of the task which an employee of this level may perform are:

- human resource management, both planning and the placement of available hours in the production process;
- complex work flow management at a detailed level;
- management of subdivisional functions for one or more major clients, including demand printing service clients.

### Level 13

An employee at Level 13 who possesses the appropriate certificates of competence in qualifications deemed necessary at this level, working above and beyond a person at Level 12, and to the level of their training:

- (a) is able to manage efficiently and competently;
- (b) exercise of skills at a high order, based on those training and mandatory qualifications;
- (c) provides high levels of leadership, guidance and assistance;
- (d) undertakes the full personnel performance and evaluation, reviews and directs resultant training requirements;
- (e) sets quality control standards and oversees their implementation.

Indicative of the tasks which an employer at this level may perform are the following:

- be totally responsible for profitability of each area of their Division;
- prepare budgets for each area, particularly human resource and technical requirement budgets, and manage those budgets after their approval;
- manage the work flow requirements of the division;
- bear responsibility for the technology, plant and equipment, insofar as operational aspects are concerned.

## **PART 1 – CONSULTATION AND DISPUTES RESOLUTION PROCEDURE**

### **9. CONSULTATION AND COMMUNICATION FRAMEWORK**

The parties to this award have established a joint consultative committee known as the Industry Agreement Team (IAT) with representation from management, employees and on-site unions. Its purpose is to consult and negotiate on matters affecting the efficiency, effectiveness and productivity of the Authority. The IAT ensures that all employees are informed and consulted about matters and issues affecting them during the development and implementation of this award.

### **10. DISPUTE RESOLUTION PROCEDURE**

- (a) Settlement Procedure
  - (i) Every effort is to be made to amicably and effectively settle workplace

disputes by direct negotiation and consultation between the parties according to the following procedure;

- (ii) Should any matter arise which gives cause for concern to an employee(s), the employee(s) is to raise the matter with the immediate supervisor;
- (iii) If the matter remains unresolved it is to be referred to, in the case of a union member, the union delegate who is to consult with the appropriate representative of management and, in the case of a non union member, the appropriate representative of management;
- (iv) Where the matter still remains unresolved, it is to be referred to, in the case of a union member, the Branch Secretary of the Union (or representative) who will discuss the problem with senior representatives of management and, in the case of a non union member, senior representatives of management;
- (v) In the event the matter cannot be resolved at the workplace as per the procedural steps indicated, it is to be referred to the Commission for resolution either by conciliation in the first instance or arbitration. Any arbitrated decision of the Commission is to be accepted as final by all the parties to the dispute.

(b) Conditional Requirements

The procedure is conditional upon the following:

- (i) The parties must at all times confer in good faith and without undue delay;
- (ii) Except in the case of a bona fide safety dispute, work must continue normally whilst this procedure is being followed.

(c) Existing Rights

Nothing in this Dispute Resolution Procedure is to be construed as prejudicing the existing rights of any party.

## **PART 2 – PAYMENT OF SALARIES, ALLOWANCES AND RELATED MATTERS**

### **11. PAYMENT OF WAGES**

(a) Timing and Method of Payment

Payment of wages is to be made fortnightly on every second Wednesday by cheque or electronic funds transfer (EFT) as determined by the Authority. An employee may nominate in writing the financial institution and account number into which EFT payments can be made.

(b) Public Holidays

When a public holiday falls on a normal pay day, wages are to be paid by the last working day prior to the public holiday.

(c) Deductions

An employee may authorise the Authority in writing to make wage or salary deductions and pay them to the appropriate lawful institutions.

**12. FIRST AID CERTIFICATE ALLOWANCE**

An employee holding a current St. John Ambulance First Aid Certificate, or a certificate deemed by the Authority to be equivalent thereto, who is nominated and required by the Authority to perform first aid duty, is to be paid an allowance of \$400 per annum. The amount of this allowance is to be reviewed by the first day of January each year.

**13. HIGHER DUTIES ALLOWANCES**

(a) A higher duties allowance is payable where:

- (i) an employee is directed to perform the duties of a higher position with a salary up to or equal to the salary entitlement of a Production Stream Level 7. Such employee is to be paid the higher rate of pay for the period of such work with a minimum payment of one hour.
- (ii) an employee is directed to perform the duties of a higher position with a salary exceeding the salary entitlement of a Production Stream Level 7 for a minimum of 10 consecutive working days and the acting position is classified at two or more levels higher than the employee's substantive classification.
- (iii) an employee is directed to perform the duties of a higher position with a salary exceeding the salary entitlement of a Production Stream Level 7 for a minimum of 40 consecutive working days and the acting position is classified at one level higher than the employee's substantive classification.

(b) Calculation of Allowance

The amount of higher duties allowance payable is to be the difference between the employee's substantive salary and the minimum salary of the higher position.

(c) Periods of Leave

An employee is to continue to receive a higher duties allowance during periods of leave, other than long service leave, provided that the performance of the higher duties continues immediately after the leave period.

#### **14. MORE RESPONSIBLE DUTIES ALLOWANCE**

(a) Where an employee is required to perform duties of a more responsible nature on an intermittent basis and such duties do not entail the employee acting in a higher classified position as provided for under the Higher Duties Allowance clause, such employee may be entitled to payment of an additional allowance.

(b) Calculation of Allowance

The amount of the allowance payable is to be determined by reference to the value of the more responsible duties involved.

(c) Periods of Leave

An employee is to continue to receive a more responsible duties allowance during periods of leave, other than long service leave, provided that the performance of the more responsible duties continues immediately after the leave period.

#### **15. PAY SLIPS**

(a) Particulars Required

The Authority must issue a written pay slip within one day of each pay day and it must contain the following particulars:-

- the name and employment classification of each employee;
- the date of payment and the period to which it relates;
- the gross and net amounts of payment;
- where applicable, the amount of allowances paid;
- any deductions, their purpose and details of the fund or account into which the deduction(s) is paid; and
- the amount of any superannuation contribution made on behalf of the employee during the pay period and the name of the fund to which the payment is made.

#### **16. SUPPORTED WAGE SYSTEM**

(a) Eligibility Criteria

(i) Subject to this clause the Authority may engage employees at a supported wage rate (as set out in subclause (c) of this clause)) who meet the impairment criteria for receipt of a Disability Support Pension and who, because of their disability, are unable to perform the range of duties to the

competence level normally required for the class of work for which they are engaged.

(ii) This clause does not apply to:

- (1) Any existing employee who has a claim against the Authority which is subject to the provisions of workers' compensation legislation; or
- (2) Any provision of this award relating to the rehabilitation of employees who are injured in the course of their current employment.

(b) For the purposes of this clause:

**'Supported wage system'** means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability.

**'Accredited assessor'** means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

**'Disability support pension'** means the pension available under the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.

**'Assessment instrument'** means the form provided under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

(c) Supported Wage System

Employees to whom this clause applies are to be paid the applicable percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing according to the following schedule:

| Assessed capacity (subclause (d)) | Percentage of prescribed award rate |
|-----------------------------------|-------------------------------------|
| 10%                               | 10                                  |
| 20%                               | 20                                  |
| 30%                               | 30                                  |
| 40%                               | 40                                  |
| 50%                               | 50                                  |
| 60%                               | 60                                  |
| 70%                               | 70                                  |
| 80%                               | 80                                  |
| 90%                               | 90                                  |

**PROVIDED** that the minimum amount payable is not less than \$60 per week.

(d) Assessment of Capacity

For the purpose of establishing the percentage of the award rate to be paid to a supported wage employee under this award, the productive capacity of the employee is to be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- (i) the Authority and a union party to the award , in consultation with the employee or, if desired by any of these;
- (ii) the Authority and an Accredited Assessor from a panel agreed by the parties to the award and the employee.

(e) Lodgement of Assessment Instrument

- (i) All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, are to be lodged by the Authority with the Registrar of the Tasmanian Industrial Commission.
- (ii) All assessment instruments are to be agreed and signed by the parties to the assessment, provided that where a union which is party to the award, is not a party to the assessment, it is to be referred by the Registrar of the Tasmanian Industrial Commission to the union by certified mail and is to take effect unless an objection is notified to the Registrar of the Tasmanian Industrial Commission within 10 working days.

(f) Review of Assessment

The assessment of the applicable percentage is to be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review is to be in accordance with the procedures for assessing capacity under the Supported Wage System.

(g) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage is to apply to the wage rate only. Employees covered by the supported wage provisions of this clause are to be entitled to the same conditions of employment as all other workers covered by this award who are paid on a pro rata basis.

(h) Workplace Adjustment

If the Authority wishes to employ a person under this clause it is to take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.



(i) Trial Period

- (i) In order for an adequate assessment of the employee's capacity to be made, the Authority may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (ii) During that trial period the assessment of capacity is to be undertaken and the proposed wage rate for a continuing employment relationship is to be determined in accordance with subclauses (d) and (e).
- (iii) The minimum amount payable to the employee during the trial period is to be no less than \$60 per week or such greater amount as is agreed from time to time between the parties.
- (iv) Work trials should include induction or training as appropriate to the job being trialed.
- (v) Where the Authority and the employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment is to be entered into based on the outcome of assessment under subclause (c) hereof.

### **PART 3 – WORKING HOURS**

#### **17. FLEXIBLE WORKING HOURS**

All flexible working hours arrangements are to be designed to ensure that sufficient staff members are present to maintain the business of each section and, especially, to maintain an appropriate level of service to clients.

(a) Flexible Hours Arrangements

The ordinary hours of work are to be an average of 76 hours per fortnight. Other than for shift workers, the ordinary hours of work may be worked on any one day or all of the days of the week, Monday to Friday, and are to be worked continuously each day except for a meal break, between 7.30 am and 4.30 pm.

**PROVIDED** that the spread of ordinary hours of work may be altered with the agreement of the majority of employees at the plant or work section or work sections, as the case may be, to be worked beyond 7.6 hours per day and up to 12 hours per day between 6.00 am and 6.30 pm subject to the Authority's Occupational Health and Safety policy and general work guidelines.

Unpaid meal breaks of not less than 30 minutes and not more than 60 minutes are to be taken during the ordinary hours of work provided that a meal break must be taken after five hours unless varied by mutual agreement.

An employee may accrue credits or debits of ordinary hours of work provided that those credits or debits are taken off or made up in a mutually agreeable period.

(b) Notice of Alteration of Working Hours

The daily working hours of each day work employee, including the meal periods, are to be determined by the Authority provided that the Authority is to only alter the usual daily working hours of any employee by mutual agreement.

**18. POSTING OF WORKING HOURS**

The Authority is to display conspicuously in every work room:

- the daily hours and meal period of each work room; and
- the name of each employee required to work different hours and the actual hours to be worked.

**19. CALL BACK**

(a) Payment

All time worked on a call back is to be paid for at double the ordinary hourly rate of pay, with a minimum of three hours payment.

Where an employee is called back and, prior to commencing work, is informed by the Authority that their services are not required, and the employee has:

- left their place of residence - the employee is to be paid as if work had commenced;
- not left their place of residence - the employee is to be paid one hour ordinary pay.

Where subsequent calls occur during the first call back period, no extra payment is to be made until the time actually worked exceeds three hours. Payment for all calls outside the first minimum payment spread is to be calculated at the appropriate overtime rate for actual time worked. Time reasonably spent in travelling to and from work is to be regarded as time worked.

(b) Benefits not Payable

When an employee is notified during a weekend of a requirement to work overtime prior to the normal commencing time on the first working day following the weekend, and the overtime work:

- does not exceed 30 minutes; or

- is continuous with the commencement of the employee's working time, the employee is not to receive the benefits of subclause 19(a).

## **20. OVERTIME**

The Authority may require any employee to work reasonable overtime at overtime rates and such employee is to work overtime in accordance with such requirements.

### (a) Payment and Time in Lieu of Payment

Where an employee is required to work overtime, the following rates are payable:

- time and one half is payable for the first three hours;
- double time payment for all time worked thereafter;
- double time payment for all time worked on Saturdays and Sundays; and
- double time and one half for all time worked on public holidays.

By mutual agreement, equivalent overtime hours may be taken in lieu, (or a combination of overtime hours in lieu and overtime payment) may be taken.

Employees in receipt of a salary up to or equal to the maximum salary entitlement payable to a Clerical Stream Level 5 are entitled to payment for authorised overtime worked at the direction of the Authority.

**PROVIDED** that employees in receipt of a salary exceeding the maximum payable to a Clerical Stream Level 5 are not entitled to receive payment for overtime worked.

Payment for overtime is to be calculated at the employee's normal salary rate.

### (b) Notice to Work Overtime

Notice to work overtime will be given as soon as possible and, in any case not later than 3.30 pm on the day overtime is to be worked. If notice to work overtime is given later than 3.30 pm, double time will be paid in lieu of the applicable overtime rate and meal allowance.

### (c) Inability to Work Overtime

The employer must not insist upon the working of overtime where an employee provides the CEO with good reason for not being able or free to work. No employee is to be dismissed or in any way prejudiced in employment by reason of a failure to work overtime where a satisfactory reason(s) has been provided.

(d) Rest Period After Overtime

Where overtime work is necessary it must, whenever reasonably practical, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.

**PROVIDED** that where employees who work so much overtime that they are unable to take the required break prior to them commencing their normal working hours are to be released without loss of pay until they have had eight consecutive hours off duty and

**PROVIDED FURTHER** that, if directed, to return to work without the required break they are to be paid at double their normal rate until they have taken the required break.

(e) Meal Breaks and Allowances

An unpaid meal break of not less than 30 minutes and not more than 60 minutes must be taken after five hours from the last meal break unless varied by mutual agreement, according to work conditions.

An employee who is required to work overtime for not less than 1.5 hours before, or to remain on duty for not less than 1.5 hours after the normal hours of duty, is to be paid a meal allowance of \$14.10. The amount of this allowance is to be reviewed by the first day of January each year.

**PROVIDED** that where an employee who is required to work overtime on a Saturday, Sunday or Public Holiday, and has been given prior notice on the previous day or earlier, the employee is not entitled to payment of a meal allowance.

**21. SHIFT WORK**

An employee regularly rostered for duty on afternoon or night shifts is to be paid 15 percent more than the normal salary rate for such shifts.

**PROVIDED** that an employee on shift work required to work overtime is not entitled to be paid the 15 percent loading in addition to the overtime rates provided for in subclause 20(a).

**PART 4 – CONDITIONS OF EMPLOYMENT**

**22. CONTRACT OF EMPLOYMENT**

(a) Full Time Employment

A full time employee is to be employed by the fortnight.

(b) Part Time Employment

An employee may be engaged to work on a part time basis for a constant number of hours less than those of an equivalent full time employee. Part time employees are to be paid an hourly rate of one thirty-eighth of the appropriate full time weekly salary rate prescribed by this award for the work performed.

An employee engaged on a part time basis is entitled to payment for paid leave approved in accordance with this award at a rate proportionate to the fortnightly hours worked.

(c) Casual Employment

A casual employee is a person engaged and paid by the hour with a minimum of three hours pay for each day worked. However, where work practices require it, these conditions can be varied by agreement between the union and the Authority.

A casual employee is to be paid one thirty-eighth of the appropriate full time weekly salary rate prescribed by this award for each hour of work performed. In addition a casual employee is to receive a loading of 20 percent of the ordinary rate for each hour worked. The loading is paid in lieu of annual leave, public holidays, sick leave and carer's leave.

(d) Temporary Employment

A temporary employee may be engaged to relieve a full time or part time employee for specific periods of leave or to perform specific duties for a fixed period determined by the Authority.

(e) Apprentices

The Authority may engage employees under a contract of training as per the *Vocational Educational and Training Act 1994*.

### **23. TERMINATION OF EMPLOYMENT**

(a) Employment may be terminated by notice in writing by either party. The period of notice required shall, except for casual and temporary employees, be a period of two weeks. The notice may be given on any day of the week and nothing in this clause shall prevent the payment or forfeiture of an equivalent amount of salary, as the case may be, where the required notice is not given.

(b) Casual employees may be terminated by the giving of not less than one hour's notice.

(c) Temporary employees may be terminated by the giving of at least seven consecutive days notice in writing by either party.

- (d) An employee who, having given or been given notice and without reasonable cause (proof of which shall lie with the employee), is absent from work during such period of notice shall be deemed to have abandoned employment and shall not be entitled to payment for any work done during such period.
- (e) The employment of an employee may be terminated by the Authority for misconduct justifying instant dismissal without liability to pay for more than the time and entitlements actually worked and accrued.

#### **24. ABANDONMENT OF EMPLOYMENT**

Where an employee is absent from work for a continuous period exceeding three working days without the Authority's consent and without notification to the Authority, the Authority is to regard it as *prima facie* evidence that the employee has abandoned his employment.

**PROVIDED** that the employee must have a period of 14 days from the date of the first unauthorised absence to establish to the satisfaction of the CEO that the absence was for a reasonable cause. If the absence is found to be acceptable the employee is to be paid from the employee's available leave credits.

If the absence is not found to be acceptable the employee is to be deemed to have abandoned employment but will be entitled to be paid for any time spent on duty during that period of 14 days. The date of termination is to be the last day of duty.

#### **25. REDUNDANCY PAYMENTS**

- (a) Where the Authority deems that a position/s has become surplus to requirements because of changed circumstances within the section or department either through the introduction of technology or structural change, the Authority must hold discussions with the employees affected who may consult with their relevant union if they so desire.
- (b) Prior to any position being declared redundant, the Authority will examine every avenue in an effort to avoid redundancy, including relocation and retraining.
- (c) In the event of the redundancy/s not being avoidable, the employee/s affected is/are to receive a redundancy payment.

## **PART 5 – TRAINING AND SKILLS DEVELOPMENT**

### **26. TRAINING**

#### (a) Career Path

Training is to be structured to meet the requirements of the Authority to expand the skills and capabilities of its employees. Appropriate training and development opportunities will be provided to positively assist the Authority realise its corporate goals and assist individuals to realise their development needs.

#### (b) External Training

Employees planning to undertake further relevant external training should discuss the matter with their manager. Where approval is given by the Authority in writing, reimbursement of part or all of the costs associated with the training will be considered. Any leave taken is to be subject to the Study Leave provisions of this award.

#### (c) Recording of Qualifications

The Authority is to ensure that all current qualifications/certificates of employees obtained by way of approved training are recorded on the skills audit database.

### **27. COMPETENCY BASED CAREER STRUCTURE**

Where relevant training modules receive accreditation by the State training authority, all employees may be required to participate in further training to increase present skill levels. To meet the time requirements for each accredited module, employees not receiving structured off the job training will be required to perform a broader range of job functions from time to time.

## **PART 6 – LEAVE PROVISIONS**

### **28. ANNUAL LEAVE**

#### (a) Entitlement

Annual leave entitlements due to an employee are to accrue on the employee's anniversary of appointment.

Each employee is to be entitled to 152 working hours annual leave per annum exclusive of public holidays prescribed by this award.

Part-time employees are to accrue annual leave on a pro rata basis.

(b) Effect of Leave Without Pay (LWOP)

Employee-initiated leave without pay (LWOP) of more than 152 working hours in the aggregate in the leave year is not to count towards the calculation of annual leave credits unless the LWOP is for work related studies.

(c) Application for Leave

An application for leave must be made to the Authority through the relevant manager and must be in a form determined by the Authority. Where an application is not made on the required form, such leave may be deemed to be leave without pay.

(d) Leave to be Taken

Except as specifically provided elsewhere in this award, leave is to be taken and payment will not be made in lieu of annual leave.

(e) Effect of Lawful Termination or Death of Employee

Where an employee's employment is terminated through resignation, retirement, lawful dismissal or death, such employee is to be paid an allowance in lieu of accrued annual leave. In the case of termination through the death of an employee, the employee's legal representative is to be paid the allowance. Where termination occurs with notice, the notice must be given in writing in accordance with the terms of this award.

The allowance is to be calculated in accordance with the following formula:

$$A = \frac{D+P \times S}{1976}$$

where:

- **A** means the allowance payable to that employee; and
- **D** means the number of hours' annual leave currently owing to that employee; and
- **P** means a further number of hours due to that employee for the period from the last anniversary preceding the date of resignation, retirement, dismissal or death or the commencement of that employee's period of service, whichever is later, to the date of resignation, retirement, dismissal or death on the basis of 7.6 hours for every 18 calendar days continuous service, calculated to the nearest full number of hours; and
- **S** means the annual salary of that employee.



(f) Taking of Leave

All employees are to be able to take annual leave on an annual basis.

**PROVIDED** that if it is not possible to grant annual leave in any year due to the requirements of the Authority or for any other reason including mutual agreement, the CEO must permit leave to be taken by the employee in the subsequent leave year in conjunction with annual leave entitlements accrued for that subsequent leave year or in a mutually agreeable arrangement during such subsequent leave year.

**PROVIDED FURTHER** that the number of days of accrued annual leave at the end of each leave year must not exceed a total of two annual leave year entitlements.

Where an employee is unable to take leave of absence for annual leave for two consecutive leave years due to the requirements of the Authority, the CEO is to arrange for the employee to take that annual leave during the next leave year, and the employee is required to take that annual leave.

(g) Effect of Injury or Illness Whilst on Annual Leave

Where an employee is injured or becomes ill whilst on annual leave, the Authority, on receipt of an application, in writing, by or on behalf of that employee:

- is to credit that employee with a period of annual leave which is equal to the number of working hours during which that employee was injured or ill; and
- is to deduct such number of working hours sick leave from that employee.

An application under this clause must be accompanied by a certificate from a registered medical practitioner.

(h) Annual Leave in Advance

The CEO may, where sufficient cause is shown, grant to an employee leave of absence for any period or periods not exceeding 38 working hours or a period calculated pro rata on the proportion of that employee's period of continuous employment over one leave year, whichever is the greater.

All leave granted to an employee under this subclause is to be deducted from the next annual leave credit as it falls due.

(i) Payment in Advance

An employee, prior to the commencement of annual leave, is to be, on written application, paid the salary in advance which would normally be paid for such period had the employee been at work and payment is to be paid on the last working day prior to the commencement of such leave.

(j) Recall from Annual Leave

Where an employee has proceeded on annual leave and is recalled to work, that employee is to be recredited with 7.6 hours annual leave for each day or part day the employee is required to be at work. The employee is to be entitled to utilise such recredited hours in addition to that unused portion of approved annual leave (which the employee would have taken but for the return to work) immediately following the period of recall. The employee may also elect to take the balance of unused leave and recredited hours at a later date.

Each recall is to be considered on its merits and fair and reasonable expenses may be reimbursed.

(k) Close Down of Operations

The Authority reserves the right to close down complete work areas or sections of work areas to allow annual leave to be taken by all or the majority of employees.

Where leave has been booked and approved in advance or for any other acceptable reason the Authority is to arrange for the transfer of affected staff to another section for the period of the close down.

At least one month's notice of the proposed dates of any close down is to be given to the employees concerned.

## **29. ANNUAL LEAVE LOADING**

During a period of annual leave an employee shall be paid an allowance by way of additional salary prescribed for the relevant Award classification as follows:

- (a) An employee who, during the period of such annual leave would have worked on day work only, an allowance at the rate of 17.5 percent of the appropriate salary plus where applicable any allowance of a permanent nature payable to the employee.
- (b) **PROVIDED** that such allowance shall:
- be calculated on the basis of a maximum period in any one leave year of 152 working hours annual leave;
  - in no case exceed the allowance which would be payable in respect of the minimum salary of a Clerical Stream Level 6 on the day the annual leave is credited to the employee;
  - be calculated at the salary rate applicable to the employee concerned on the employee's anniversary date of appointment;

- not apply to proportionate annual leave accrued by an employee in the leave year of the year of termination of service where such employee voluntarily resigns or whose services are terminated for disciplinary or any other good reason;
- not be cumulative - any allowance not paid to an employee at the expiration of a period of one year following the date annual leave is credited shall be paid in full to the employee as soon as practical after the expiration of such period or shall be paid *either*
- when 76 or more consecutive working hours leave is taken, or when all of the employee's existing annual leave credit is taken; *or*
- by agreement in writing between the CEO and an employee at any time during the leave year regardless of whether or not such employee is proceeding on annual leave.

### **30. CARER'S LEAVE**

#### (a) Paid Carer's Leave

- (i) In accordance with this subclause, an employee is entitled to use up to a maximum of 38 working hours per annum of any sick leave entitlement for absences to provide care and support for either members of their immediate family or household who need their care and support when they are ill. This leave may be taken for part of a single day.
- (ii) If required the employee must establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person.
- (iii) The entitlement to use sick leave in accordance with this subclause is subject to the person being either a member of the employee's immediate family or a member of the employee's household.
- (iv) Where practical the employee must give the Authority notice prior to the absence of the intention to take leave, the name of the person requiring care and the person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practical to give prior notice of absence, the employee shall notify the Authority of such absence at the first opportunity on the day of absence.
- (v) In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave for the same person.

(b) Unpaid Carer's Leave

An employee may elect, with the consent of the Authority, to take unpaid leave for the purpose of providing care to a family or household member who is ill.

(c) Grievance Process

The dispute settlement procedure of the Printing Authority of Tasmania Award applies to a dispute about the effect or operation of this clause.

The term 'immediate family' includes:

- (i) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and
- (ii) child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including foster parent, step parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse of the employee.

### **31. PARENTAL LEAVE**

Parental Leave is to apply to those employees who have responsibilities in relation to their dependent children and require unpaid Maternity, Paternity or Adoption leave to meet those responsibilities without prejudicing their long-term employment arrangements and entitlements.

For the purpose of this clause:

**'Employee'** is to include a part-time employee but not an employee engaged as a casual.

**'Adoption leave'** means unpaid leave available to employees for a period of 52 weeks for the purpose of adopting a child.

**'Maternity leave'** means unpaid leave available to female employees for a period of up to 52 weeks for the purposes of confinement and caring for an infant child or children.

**'Paternity leave'** means unpaid leave available to male employees for up to 52 weeks who become fathers of a new-born child or children, to assist their spouse in caring for the infant child or children.

**'Child'** for the purposes of maternity or paternity leave, means the child of an employee under the age of one year. (Where multiple births occur, the singular word 'child' refers equally to the plural word 'children' ).

**'Child'** for the purposes of adoption leave means a person under the age of 5 years who is placed with an employee for the purposes of adoption. This does not mean a child or step-child of the employee or spouse, or a child who has previously lived continuously with the employee for a period of 6 months or more.

**'Spouse'** includes a de-facto or former spouse.

**'Male employee'** means an employed male who is caring for a child born of his spouse or a child placed with him for adoption purposes.

**'Female employee'** means an employed female who is pregnant or is caring for a child born to her or a child who has been placed with her for adoption purposes.

**'Former position'** means the position held by an employee immediately prior to commencing leave or part-time employment under this subclause.

**'Continuous service'** means service under an unbroken contract of employment and includes:

- any period of leave taken in accordance with this clause;
- any period of part-time employment worked in accordance with this clause;
- any other period of leave or absence authorised by the award or the employer.

**'Primary care giver'** means a person who assumes the principal role of providing care and attention to a child.

(a) Paternity Leave

(i) Nature

Paternity leave is unpaid leave.

(ii) Eligibility

A male employee is to be, upon production to the Authority of the required certificate, entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (1) an unbroken period of up to one week at the time of confinement of his spouse;
- (2) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse and shall not be taken concurrently with that maternity leave.

The employee must have had at least 12 months continuous service with the Authority immediately preceding the date upon which he proceeds upon either period of leave.

(iii) Certification

At the time specified in this clause the employee must produce:

- (1) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;
- (2) in relation to any period to be taken under paragraph (ii)(2), a statutory declaration stating:
  - he will take that period of paternity leave to become the primary care-giver of the child;
  - particulars of any period of any maternity leave sought or taken by his spouse; and
  - for a period of paternity leave he will not engage in any conduct inconsistent with his employment.

(iv) Notice Requirements

The employee must, not less than 10 weeks prior to each proposed period of leave, give the Authority notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the required certificate and statutory declaration.

The employee will not be in breach of this subclause as a consequence of failure to give the notice if such failure is due to:

- the birth occurring earlier than the expected date; or
- the death of the mother or the child; or
- other compelling circumstances.

The employee is to immediately notify the Authority of any changes to his application for paternity leave.

(v) Variation

The period of paternity leave may be varied once only by the employee.

**PROVIDED** that 14 days notice in writing is provided and the maximum period of paternity leave does not exceed 52 weeks.

The period of paternity leave may be varied again only by agreement between the employer and the employee.

(vi) Cancellation

Where paternity leave, has been applied for but not commenced, it is to be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

(vii) Other Leave Entitlements

**PROVIDED** the aggregate of maternity and paternity leave does not exceed 52 weeks, an employee may, in lieu of or in conjunction with paternity leave, utilise any annual leave or long service credits to which he is entitled. Paid sick leave or other paid authorised award absences are not to be available during paternity leave.

(viii) Continuity of Service

Absence on paternity leave will not break an employee's continuity of service nor will it be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(ix) Return to Work

The employee must confirm his intention of returning to work by notice in writing not less than four weeks prior to the expiration of his leave.

The employee upon returning to work is entitled to the position he held immediately prior to proceeding on leave. Where the position no longer exists but there are other positions available for which the employee is qualified and is capable of performing, he is entitled to a position which is the same in status and salary as that of his former position.

(x) Termination of Employment

An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this award.

Without limiting the right of the Authority to terminate employment as per the requirements of this award, the Authority must not terminate an employee on the grounds of his absence on paternity leave.

(xi) Replacement Employees

A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.

Before the Authority engages a replacement employee such employee must be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

Where an employee is temporarily promoted or transferred to replace an employee on paternity leave such employee must be informed of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

Nothing in this part is to be construed as requiring the Authority to engage a replacement employee.

(b) Adoption Leave

(i) Nature

Adoption leave is unpaid leave.

(ii) Eligibility

An employee is to be, upon production to the Authority of the required documentation, entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks in the following circumstances:

- (1) an unbroken period of up to three weeks at the time of the placement of the child;
- (2) an unbroken period of up to 52 weeks from the time of the child's placement in order to be the primary care-giver of the child. This leave must not extend beyond one year after the placement of the child and is not to be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. This entitlement of 52 weeks is to be reduced by:
  - any period of leave taken pursuant to (1) hereof;
  - the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.

The employee must have had at least 12 months continuous service with the Authority immediately preceding the date upon which such employee proceeds upon either period of leave.

(iii) Certification

- (1) Before taking adoption leave the employee must provide to the Authority:



- a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
- a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.

(2) In relation to any period to be taken under (ii)(2), a statutory declaration stating:

- the employee is seeking adoption leave to become the primary caregiver of the child;
- particulars of any period of adoption leave sought or taken by the employee's spouse; and
- for the period of leave the employee will not engage in any conduct inconsistent with his or her employment.

(iv) Notice Requirements

The employee must, upon receipt of approval for adoption from the appropriate government authority, give the Authority notice in writing of the approval and within two months of such approval further notify the Authority of the period or periods of adoption leave the employee proposes to take. Where a relative is being adopted, the employee is to notify the Authority in writing of the decision to take the child into custody pending an application for an adoption order and likewise is to give notification within two months of the period or periods of adoption leave the employee proposes to take.

When the presumed date of placement of the child is known, the employee is to give notice in writing within 14 calendar days of the proposed date of commencement of any period of leave to be taken under (ii)(1).

An employee is to provide notice in writing at least 10 weeks prior to the proposed date of commencing leave under (ii)(2) specifying the date of commencement and the amount of leave to be taken.

The employee is not to be in breach of this subclause as a consequence of failure to give the notice if such failure is due to:

- the requirement of an employment agency to accept earlier or later placement of a child; or
- the death of the spouse; or
- other compelling circumstances.

(v) Variation

The period of adoption leave may be varied once only by the employee, provided that 14 days notice in writing is provided and the maximum period of adoption leave does not exceed 52 weeks.

The period of adoption leave may be varied again only by agreement between the employer and the employee.

(vi) Cancellation

The Authority is to cancel adoption leave where:

- leave has been applied for but not commenced and the placement of the child does not proceed.
- the placement of a child for adoption with an employee does not continue. The employee in this case is to notify the Authority who, within four weeks of notification, must nominate a time for the employee's return to work;

(vii) Special Leave

The Authority is to grant up to two days unpaid leave to allow an employee to attend any compulsory interviews or examinations which are required as part of the adoption procedure.

Where paid leave is available to the employee, the employer may require such leave to be taken in lieu of special leave.

(viii) Other Leave Entitlements

Provided the aggregate of leave does not exceed 52 weeks, an employee may, in lieu of or in conjunction with adoption leave, utilise any annual leave or long service credits to which he or she is entitled. Paid sick leave or other paid authorised award absences are not available during adoption leave.

(ix) Continuity of Service

Absence on adoption leave is not to break an employee's continuity of service, nor is it to be taken into account in calculating the period of service for any purpose of any award or agreement.

(x) Return to Work

The employee must confirm the intention of returning to work by notice in writing not less than four weeks prior to the expiration of the leave.

The employee upon returning to work must be entitled to the position held immediately prior to proceeding on leave. Where the position no longer exists

but there are other positions available for which the employee is qualified and is capable of performing, the employee must be entitled to a position which is the same in status and salary as that of the former position.

(xi) Termination of Employment

An employee on adoption leave may terminate employment at any time during the period of leave by notice given in accordance with this Award.

Without limiting the right of the Authority to terminate employment as per the requirements of this Award, the Authority is not to terminate an employee on the grounds of his absence on adoption leave.

(xii) Replacement Employees

A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.

Before the Authority engages a replacement employee such employee must be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

Where an employee is temporarily promoted or transferred to replace an employee on adoption leave such employee must be informed of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

Nothing in this part is to be construed as requiring the Authority to engage a replacement employee.

(c) Maternity Leave

(i) Eligibility

An employee who has become pregnant is to be, upon production of the required certificate, entitled to a period of up to 52 weeks maternity leave provided that she has had at least 12 months continuous service with the Authority.

(ii) Certification

An eligible employee must give notice in writing of her requirement for maternity leave and to support her application, a certificate from a registered medical practitioner stating the expected date of confinement.

(iii) Period of Absence

An eligible employee must:

- absent herself from duty during the period commencing six weeks before the expected date of confinement and ending at the expiration of six weeks from the day on which her pregnancy terminates, and
- not commence her period of maternity leave earlier than 20 weeks before the expected date of confinement.

Upon the production of a certificate from a registered medical practitioner stating that the employee is fit to continue after six weeks before or resume before six weeks after the expected date of confinement the CEO may allow the employee to commence or discontinue leave according to that certificate. In the case of premature birth, maternity leave shall commence from the date of birth.

(iv) Transfer to a Safe Job

Where, in the opinion of a registered medical practitioner, illness or health risks arising out of the pregnancy or hazards connected with the employee's work make it inadvisable to continue performing that work, the Authority, where practicable, will transfer the employee to a safe job.

If such a transfer is not practicable, the Authority will allow the employee to take leave which shall be treated as maternity leave. A certificate from a registered medical practitioner is required where the employee takes leave in this circumstance.

(v) Variation

The period of maternity leave may be varied once only by the employee, provided that 14 days notice in writing is provided and the maximum period of maternity leave does not exceed 52 weeks.

The period of maternity leave may be varied again only by agreement between the employer and the employee.

(vi) Cancellation

Maternity leave, applied for but not commenced, is to be cancelled when the pregnancy terminates other than by the birth of a living child.

Where, whilst on maternity leave, the pregnancy terminates other than by the birth of a living child, it is to be the right of the employee to resume work at a time nominated by the employer which must not exceed four weeks from the date of notice by the employee to the Authority that she desires to resume work.

(vii) Leave Entitlements

An employee granted maternity leave may utilise any annual leave or long service leave credits providing the aggregate of maternity leave, sick leave (not exceeding 463.6 continuous working hours), annual leave and long service leave do not exceed an aggregate of 52 weeks.

(viii) Continuity of Service

Absence on maternity leave will not break an employee's continuity of service, nor is it to be taken into account in calculating the period of service for any purpose of any award or agreement.

(ix) Return to Work

The employee must inform the Authority of her intention to return to work by providing notice in writing not less than four weeks prior to the expiration of her maternity leave. The CEO may, in exceptional circumstances, accept a shorter period of notice.

The employee upon returning to work must be entitled to the position she held immediately before proceeding on maternity leave, or in the case of an employee who was transferred to a safe job, to the position she occupied immediately before the transfer. Where the position no longer exists but other positions are available for which the employee is qualified and is capable of performing, she must be entitled to a position which is the same in status and salary as that of her former position.

(x) Termination of Employment

An employee on maternity leave may terminate employment at any time during the period of leave by notice given in accordance with this Award.

Without limiting the right of the Authority to terminate employment as per the requirements of this Award, the Authority must not terminate an employee on the grounds of her absence on maternity leave.

(xi) Replacement Employees

A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.

Before the Authority engages a replacement employee such employee must be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

Where an employee is temporarily promoted or transferred to replace an employee on maternity leave such employee must be informed of the temporary nature of the promotion or transfer and of the rights of the

employee who is being replaced.

Nothing in this part will be construed as requiring the Authority to engage a replacement employee.

### **32. BEREAVEMENT LEAVE**

On the death of a near relative (meaning spouse, parent, grand-parent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, (lineal descendant, adopted child and foster child)) of an employee the CEO may grant to that employee leave of absence with pay for a period not exceeding 22.8 working hours.

Documentation of proof may be requested by the CEO.

Bereavement leave will not be granted if an employee is already on other approved leave.

### **33. SPECIAL LEAVE**

Upon written application from an employee, the CEO may grant to such employee special leave with pay:

- in the event of serious illness of a near relative of the employee; or
- in the case of other pressing necessity relating to the employee; or
- to enable the employee to participate in a sporting or cultural event at a national or international level where such event is not of a professional nature and where evidence is supplied of the employee's selection/participation.

**PROVIDED** that leave shall not be granted under this clause where such leave is under the definition of carer's leave.

In any employment year:

An employee may not be granted more than an aggregate of 22.8 working hours of special leave per annum.

### **34. SICK LEAVE**

(a) A full time employee, after twelve month's continuous service, is entitled, during a sick leave period provided for in this clause, to leave on account of sickness, either on full pay, half pay or leave without pay, according to the following scale:-

- (i) an employee having not less than 10 years' service

- (1) on full pay, 1003.2 working hours;
    - (2) on half pay, 501.6 working hours; and
    - (3) without pay, 501.6 working hours;
  - (ii) an employee having not less than five years' service but less than 10 years' service
    - (1) on full pay, 501.6 working hours;
    - (2) on half pay, 501.6 working hours; and
    - (3) without pay, 1003.2 working hours;
  - (iii) an employee having less than 5 years' service -
    - (1) on full pay, 167.2 working hours;
    - (2) on half pay, 334.4 working hours; and
    - (3) without pay, 1003.2 working hours;
- (b) **'Sick leave period'** means the period of three years commencing on the day an employee first reports for duty and every period of three years following that first-mentioned date.
- (c) Leave of absence may be granted to an employee on an application, in writing, made by or on behalf of that employee.
- (i) Where leave is granted for a period exceeding 22.8 consecutive working hours, the leave in excess of those 22.8 hours is without pay unless the leave is supported by the certificate of a legally qualified medical practitioner.
  - (ii) Where, in a sick leave year, an employee has been granted paid sick leave of an aggregate of 38 working hours for which no supporting certificates of a legally qualified medical practitioner have been provided, any further sick leave granted is without pay unless the leave is supported by the certificates of a legally qualified medical practitioner.
- (d) A temporary employee is entitled to leave on account of sickness for 76 working hours in the first year of that employee's service and a further period of 68.4 working hours in respect of the second and each subsequent year of that employee's continuous service.

### **35. STUDY LEAVE**

Where an employee wishes to enrol for a relevant course of study with an approved educational institution, the Authority may provide assistance in two ways:

(a) Leave/Time Off

- (i) A maximum of eight hours working time per week may be available to an employee undertaking part-time study which requires attendance at an educational institution.
- (ii) Where possible, employees shall arrange to attend at least 50 percent of course work in their own time through out-of-hours lectures. The remaining study time may be taken during normal working hours provided the maximum of eight hours is not exceeded.
- (iii) Release to attend compulsory examinations is accepted as a condition of entry into a study assistance arrangement. A full day of leave may be taken on the day of a compulsory examination.
- (iv) Employees who attend part-time study which does not require attendance during working hours may receive up to 10 days leave per year in time off for study purposes. This may include attendance at seminars, residential school, library research etc.

(b) Financial Assistance

- (i) At the discretion of the CEO, assistance will be offered for some of the costs associated with undertaking a course of study.
- (ii) Refunds will be made on a successfully completed year of study - results slips and receipts must accompany a claim for reimbursement of costs.

(c) Qualifying for Assistance

Applications for study assistance are not automatically approved. Each application will be individually assessed according to the following criteria:

- the proposed course of study should be taken through a recognised educational institution and lead to an additional formal qualification;
- the course of study should lead to an increase in the employee's level of expertise which will be of benefit to the Authority and which will contribute to the quality of the individual's work performance; and
- the work group must be able to cover the employee's absence during normal working hours.



(d) Personal Obligations

Employees receiving study assistance are required to fulfil a number of obligations to the Authority, acceptance of these being a condition of entry into the study assistance arrangement:

- at the end of each academic semester, results must be provided in writing to the CEO;
- similarly, any change to enrolments such as withdrawal from a unit, must be reported so that each employee's progress can be monitored and any difficulties are identified and discussed early;
- the applicants should note that an undertaking to notify the CEO of any changes to enrolment is a requirement of acceptance of the application and a declaration to this effect on the application form must be signed;
- failure of one or more units will not disqualify an employee from continuing to receive study assistance. However, reduced leave will apply to units being repeated. All costs associated with repeating a unit(s) will be borne by the employee.
- approval to continue a program of study may be withdrawn in the case of repeated unit failure;
- failure is deemed to be failure by the relevant educational institution, or by the institution not issuing a pass or better; and
- an application for study assistance must be made on the Study Assistance Application form.

### **36. JURY SERVICE**

Any employee, on production of proof of summons to jury service, is to be allowed such leave on full pay (less any monies paid for jury service) to enable such employee to comply with the summons.

### **37. LEAVE WITHOUT PAY**

Where an employee seeks leave without pay for an extended period, the CEO may grant leave up to a period of three years on such terms and conditions as the CEO and the employee may agree.

Employee initiated leave without pay of more than 152 working hours in aggregate in any one leave year is not to count towards the calculation of entitlements to Long Service Leave and Annual Leave.

### **38. DEFENCE LEAVE**

An employee is entitled to one period of not more than 106.4 working hours at full pay in any leave year for compulsory attendance at any training camp as a part-time member of the Defence Force.

An employee is also entitled to a further period of not more than 121.6 working hours in the aggregate in any one leave year at make-up pay to attend any drill, parade, school, or class or course of instruction.

**PROVIDED** that a certificate evidencing the necessity of that employee's attendance is submitted with the application for leave and at the conclusion of such leave a certificate of attendance is also produced. Both certificates must be signed by an authorised officer of the relevant Defence Force.

### **39. PUBLIC HOLIDAYS**

The following day or days for which a holiday is proclaimed, are to be observed as a holiday:

New Year Day, Australia Day, Hobart Regatta Day, Good Friday, Hobart Show Day, Easter Monday, Anzac Day, Birthday of the Sovereign, Labour Day, Christmas Day and Boxing Day.

In addition to the above employees are to be entitled to all other bank holidays proclaimed under the *Bank Holidays Act 1919*.

By mutual agreement an employee or group of employees, may substitute another day in lieu of any given public holiday.

## **PART 7 - OTHER**

### **40. PAYMENT/REIMBURSEMENT OF EXPENSES**

Employees on official business are to have all reasonable expenses paid or reimbursed on presentation of official receipts.

**PROVIDED** that upon request an employee is to be paid in advance for anticipated expenses.

Where an employee is required to use a private motor vehicle for official purposes such employee is to be reimbursed at the following rates:

|                        |                           |
|------------------------|---------------------------|
| Vehicle under 2 litres | 45.47 cents per kilometre |
| Vehicle over 2 litres  | 52.87 cents per kilometre |

These rates are to be reviewed by the first day of January each year.

#### **41. PROTECTIVE CLOTHING AND UNIFORMS**

Any specific form of uniform, overalls or protective clothing which the Authority requires an employee to use is to be supplied free of cost. Replacements are to be made on a fair wear and tear basis at appropriate intervals depending upon the class of work and upon the production of the unserviceable items.

Employees must wear all safety and protective clothing as issued and use all safety and protective equipment as appropriate in the performance of their duties.

An employee provided with clothing for use in connection with the duties of that employee must:

- appear on duty at all time to be clean and tidy and, except as may be authorised by the Authority, shall wear the uniform;
- not alter the clothing unless authorised by the Authority;
- wear the clothing only when on duty or when proceeding to or from work;
- be responsible to pay all costs incurred in the repair or replacement of the clothing if it is damaged or lost through the employee's carelessness;
- be responsible for the cleaning and upkeep of the clothing; and
- have the issue of such clothing controlled by the relevant manager.

On ceasing to be employed by the Authority an employee is to, if required, return all articles of clothing issued during the preceding six months.

#### **42. RIGHT OF ENTRY**

An officer of the unions party to this award may, subject to Section 77 of the *Industrial Relations Act 1984* and the following conditions, enter the Authority's premises for the purpose of talking with members of the union.

**PROVIDED** that:

- Reasonable notice will be given to management.
- The work being undertaken is not unreasonably disrupted.
- Entry may not be effected at a time when the Authority is undertaking printing of highly confidential material.
- Any intrusion on work time be minimised.

- Satisfactory evidence of authority to enter or be in the workplace is supplied.

R J Watling  
**DEPUTY PRESIDENT**

13 August 2003