

TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984

s23 application for award or variation of award

The Minister Administering the State Service Act 2000

(T15021) of 2023

PRESIDENT D BARCLAY

HOBART, 17 MAY 2023

Award variation – updated employment categories – superannuation - types of leave - consent application - consent order issued - operative date for the variations, save the variations to clauses 7 and 8 of Part 1 and clause 5 of Part VII, will be from the first full pay period commencing on or after 1 December 2022. The variation to clause 7 and 8 of Part 1 and clause 5 of Part VII will be from the first full pay period commencing on or after 2 May 2023.

ORDER BY CONSENT -

FACILITY ATTENDANTS (TASMANIAN STATE SERVICE) AWARD

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

THE FOLLOWING CLAUSES ARE VARIED AND THE AWARD IS CONSOLIDATED:

IN PART I – APPLICATION AND OPERATION OF AWARD

CLAUSE 4 – DATE OF OPERATION

CLAUSE 6 – SUPERSESSSION

CLAUSE 7 - DEFINITIONS

CLAUSE 8 – EMPLOYMENT CATEGORIES (Fixed-term casual employee)

IN PART II – SALARIES AND RELATED MATTERS

CLAUSE 5 - SUPERANNUATION

IN PART VII – LEAVE AND HOLIDAYS WITH PAY

CLAUSE 2 – PARENTAL LEAVE

CLAUSE 3 – PERSONAL LEAVE

CLAUSE 4 – COMPASSIONATE AND BEREAVEMENT LEAVE

CLAUSE 5 – RECREATION LEAVE

CLAUSE 8 – FAMILY VIOLENCE LEAVE

CLAUSE 9 – ABORIGINAL CULTURAL LEAVE (New Clause)

CLAUSE 10 – DISABILITY LEAVE (New Clause)

CLAUSE 11 – FOSTER AND KINSHIP CARE LEAVE (New Clause)

CLAUSE 12 – GENDER AFFIRMATION LEAVE (New Clause)

CLAUSE 13 – SURROGACY LEAVE (New Clause)

PART I – APPLICATION AND OPERATION OF THE AWARD

1. TITLE

This award is to be known as the "Facility Attendants (Tasmanian State Service) Award."

2. SCOPE

This award is to apply to all persons employed under the *State Service Act 2000* and for whom a classification is contained in this Award.

3. INDEX

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4. DATE OF OPERATION

This award shall come into operation on 2 May 2023.

5. AWARD INTEREST

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

United Workers' Union, Tasmanian Branch.

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

Minister administering the *State Service Act 2000*.

6. SUPERSESSSION AND SAVINGS

This award supersedes the Facility Attendants (Tasmanian State Service) Award No. 1 of 2023.

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

7. DEFINITIONS

- (a) **'Caretaker'** means an employee whose presence is required on premises for the protection, good order or convenient use thereof and who may also have other duties in respect of the cleanliness or upkeep thereof.
- (b) **'Casual employee'** means a fixed term casual employee as defined by Part 1, clause 8 of this Award.
- (c) **'Domestic'** means an employee who performs general household duties which (without limiting such duties) may include cleaning, laundering, ironing, cooking and other kitchen duties.
- (d) **'Groundskeeper'** means an employee responsible for the maintenance and overall appearance of the premises, grounds and/or general surroundings.
- (e) **'Kitchen Assistant (Schools)'** means an employee required to assist a teacher of Domestic science classes in the purchase and preparation of cooking ingredients and materials and in the maintenance and cleanliness of kitchen environment and implements.
- (f) **'Kitchen Assistant'** means an employee assisting a cook and performing general duties in a kitchen.
- (g) **'Storeman/Cleaner'** means an employee engaged in a store, who maintains its cleanliness.

- (h) **'Utility Officer'** means an employee whose work includes a substantial time on general maintenance and handyman duties, and may include delivering messages and maintaining the cleanliness and appearance of the building and grounds.

Nothing in these definitions shall be taken to imply that an employee cannot be engaged to carry out work covered by more than one classification.

8. EMPLOYMENT CATEGORIES

In this award, unless the contrary intention appears:

'Permanent full-time employee' means a person who is appointed to work the full ordinary hours of work each week (as defined) and who is appointed as such in accordance with section 37(3)(a) of the *State Service Act 2000*.

'Permanent part-time employee' means a person who is appointed to work hours that are less in number than a full-time employee and who is appointed as such in accordance with section 37(3)(a) of the *State Service Act 2000* and are paid a loading of 10% in addition to the normal salary rate.

'Fixed term employee' means a person engaged for a specified term or for the duration of a specified task in accordance with section 37(3)(b) of the *State Service Act 2000*.

'Fixed term casual employee' means a person engaged on an irregular basis and at short notice and where the offered engagement may be accepted or rejected on each and every occasion, not exceeding a period of five days at any one time, thus excluding a casual employee from being placed on a regular employment roster, and is paid a loading of 33.3% in addition to the normal salary rate in lieu of paid leave entitlements and Holidays with Pay as prescribed in this award.

9. CONTRACT OF EMPLOYMENT

- (a) Except as otherwise provided by the *State Service Act 2000*, employment is by the fortnight. Any employee not specifically engaged as a casual employee is deemed to be employed by the fortnight.
- (b) An employee (other than a casual employee) who is willing to work his or her normal ordinary hours of work, is entitled to be paid a full fortnight's salary at a rate fixed by this award or relevant industrial agreement.
- (c) Notice of termination by Employee and Employer

(1) Notice of termination by Employee

Employment is to be terminated by an employee by the giving of two weeks' notice to the employer or by the forfeiture of two weeks wages as the case may be.

(2) Notice of termination by the employer

- (i) Employment is to be terminated by the employer by the giving of notice in accordance with the following table;

(ii) Period of Service

Period of Notice

From commencement and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

(iii) In addition to the period of notice provided an employee aged 45 years and older with 2 or more years of service is entitled to an additional week's notice.

(iv) Payment in lieu of the period of notice must be made if the appropriate period of notice is not given or in circumstances where it is agreed the period of notice is to be waived and payment in lieu substituted.

(3) Summary Dismissal

The employer has the right to dismiss an employee for serious misconduct or serious neglect of duty and in such circumstances wages are to be paid up to the time of dismissal only.

(d) Minimum Period Engagement for Part Time and Casual Employees

A part time or casual employee is to be engaged for a minimum period of two hours for each separate engagement at the appropriate rate of pay.

PROVIDED that in exceptional circumstances the employer may, with the agreement of United Workers' Union, Tasmanian Branch engage the employee for a lesser period.

10. ABANDONMENT OF EMPLOYMENT

An employee who is absent from work without justifiable cause for more than 14 days without notifying the employer of the reason for the absence, is to be considered on face value to have abandoned their employment. Service is deemed to have ceased from that time (that is, 14 days from the first day of absence).

PART II – SALARIES AND RELATED MATTERS

1. CALCULATION FOR THE PAYMENT OF SALARY

(a) Calculation of the Fortnightly Salary

The formula to be used in calculating an employee's fortnightly salary is:

'Annual salary' ÷ by the number of 'working days in a relevant financial year'
multiplied by 10

'Annual Salary' means the salary given under this Part.

'Working Days in Relevant Financial Year' means the total number of working days (excluding Saturdays and Sundays) in the relevant financial year. The total number of days to be used in any one financial year is 260, 261, 262 in accordance with the actual calendar for that financial year.

The formula is consistent with the provisions of the Financial Management and Audit Regulations 2003.

(b) Calculation of the Hourly rate for Part Time Employees

Subject to subclause (a) of this clause, the hourly rate of pay to be paid to a part-time employee is to be calculated is 1/76 of the salary calculated above.

2. PAYMENT OF SALARY

(a) Timing of Payment

The employer shall specify a time and place at which wages and other moneys are to be paid to the employees other than employees engaged for less than one week. The time so specified shall not be more than 48 hours from the time when such wages become due and shall not be later than Thursday in the week. Any employee who is not paid at the time so specified shall be deemed to be working during the time he/she is kept waiting. Casual employees shall be paid within one hour of the termination of the employment.

(b) Method of Payment

Payment may be made weekly or fortnightly as agreed between the employer and the employee and shall be in cash, or by cheque or by direct bank deposit into an account nominated by the employee. The method of payment shall be at the discretion of the employer.

(c) Waiting Time Payments

Where payment is to be made by cheque or direct bank deposit and such cheque is not met on presentation such bank deposit is not made at the time specified, otherwise than in circumstances beyond the control of the employer waiting time shall be paid.

(d) Advice of Pay Details

- (i) Pay advice details must at least include the requirements prescribed by the *Industrial Relations Act 1984*.

- (ii) Pay advice details may be provided by way of an electronic employee self-service system (ESS), where appropriate.

(e) Payment on Termination of Employment of Pay Details

- (i) Where employment is terminated, all wages due are, where practicable, to be paid to the employee on the day of termination.
- (ii) If payment on the day of termination is not practicable, the employer is to, on the next working day of the pay office, forward all wages due to the employee to the employee's recorded home address, or any other arrangement for payment as may be agreed between the employer and the employee.
- (iii) Part 2 (State Service Salaries) of the Financial Management and Audit Regulations 2003 provides for the payment of salary after death.

An employee appointed to a position will be paid the salary rate applicable to a level determined in accordance with the classification standards set out below.

3. SALARIES

Classification	Employment Status	Annual Salary \$
Attendant Level 2 (after 6 months employment)	Full-time	40797
Attendant Level 2 (after 6 months employment)	Part-time	44877
Attendant Level 2 (after 6 months employment)	Working a shift commencing before 6.30am or finishing after 6.00pm	46917
Attendant Level 2 (after 6 months employment)	Working a split/broken shift or a shift finishing after 10.00 pm	48956
Attendant Level 3.1 (after 18 months employment)	Full-time	41575
Attendant Level 3.1 (after 18 months employment)	Part-time	45733
Attendant Level 3.1 (after 18 months employment)	Working a shift commencing before 6.30am or finishing after 6.00pm	47811
Attendant Level 3.1 (after 18 months employment)	Working a split/broken shift or a shift finishing after 10.00 pm	49890
Attendant Level 3.1 (after 30 months employment)	Full-time	43039
Attendant Level 3.1 (after 30 months employment)	Part-time	47343
Attendant Level 3.1 (after 30 months employment)	Working a shift commencing before 6.30am or finishing after 6.00pm	49495
Attendant Level 3.1 (after 30 months employment)	Working a split/broken shift or a shift finishing after 10.00 pm	51647
Attendant Level 3.2 (after 30 months employment)	Full-time	43426
Attendant Level 3.2 (after 30 months employment)	Part-time	47769
Attendant Level 3.2 (after 30 months employment)	Working a shift commencing before 6.30am or finishing after 6.00pm	49940

Attendant Level 3.2 (after 30 months employment)	Working a split/broken shift or a shift finishing after 10.00 pm	52111
Attendant Level 4 (on appointment)	Full-time	44608
Attendant Level 4 (on appointment)	Part-time	49069
Attendant Level 4 (on appointment)	Working a shift commencing before 6.30am or finishing after 6.00pm	51299
Attendant Level 4 (on appointment)	Working a split/broken shift or a shift finishing after 10.00 pm	53530

4. TASMANIAN MINIMUM WAGE

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

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

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

5. SUPERANNUATION

In this clause:

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

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

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

- (a) Superannuation arrangements for employees are prescribed in:
 - (i) the *Public Sector Superannuation Reform Act 2016* (PSSR Act); and
 - (ii) any regulations made for the purposes of the PSSR Act.
- (b) An employee is to be a member of the default fund, unless the employee elects in writing to their employer to become a member of another complying superannuation scheme.
- (c) An employee who had existing superannuation arrangements in place prior to the commencement of this award continues to be subject to those arrangements.
- (d) Additional Employer Superannuation Contributions

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

(i) Accumulation Scheme Members

- (1) For all periods of unpaid parental leave the employer will make fortnightly additional employer superannuation contributions on behalf of the employee to the employee's fund, at the following rate:

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

NRP – Normal rate of pay for employee as defined by Part VII, Clause 2(a)(x).

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

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

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

NRP – Normal rate of pay for employee as defined in by Part VII, Clause 2(a)(x).

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

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

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

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

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

- (4) For any period when an employee is absent from work either totally or partially due to a workers compensation claim and in receipt of a workers compensation weekly payment, the employer will make

additional employer superannuation contributions on behalf of the employee to the employee's fund, at the following rate:

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

EmpCont – Additional Employer Superannuation Contribution

WP – Workers compensation weekly payment paid to employee

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

(ii) **Defined Benefit Scheme members**

(1) For all periods of:

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

(B) paid parental leave for which an employee, in accordance with a relevant Award, has decided to take the period of paid parental leave on half pay as provided for by Part VII – Leave and Holidays with Pay, Clause 2 Parental leave, subclause (c) Paid Primary Caregiver Leave,

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

$$\text{EmpCont} = [(\text{NRP}/26) - \text{AS}] \times \text{C\%}$$

EmpCont – Additional Employer Superannuation Contribution

NRP – Normal rate of pay for employee as defined in by Part VII, Clause 2(a)(x).

AS – Actual salary paid to employee while on parental leave

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

(2) After a continuous period of four weeks personal leave without pay and for such time during the remainder of that employee's continuous period of personal leave without pay where the employee is precluded by the rules of the Defined Benefit Scheme from paying, their own contributions to the Scheme, the employer will make fortnightly additional employer superannuation

contributions on behalf of the employee for that period to the employee's fund, at the following rate:

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

NSR – Normal salary rate for the employee as defined by Part VII, Clause 2(a)(x).

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

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

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

WP – Workers compensation weekly payment paid to employee

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

6. SUPPORTED WAGE SYSTEM FOR PERSONS WITH DISABILITIES

This subclause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

In this subclause:

'approved 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

'assessment instrument' means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

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

'relevant minimum wage' means the minimum wage and includes any incremental adjustment prescribed in this award for the class of work for which an employee is engaged

'supported wage system' (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

'SWS wage assessment agreement' means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

(a) Eligibility Criteria

- (i) Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- (ii) This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

(b) Supported Wage Rates

Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed Capacity (subclause (c))	Relevant Minimum Wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

PROVIDED that the minimum amount payable must be not less than \$95 per week.

Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

(c) Assessment of Capacity

- (i) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the

employer and employee and, if the employee so desires, a union which the employee is eligible to join.

- (ii) All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

(d) Lodgement of SWS Wage Assessment Agreement

- (i) All SWS wage assessment agreements under the conditions of this clause, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with Tasmanian Industrial Commission.
- (ii) All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Tasmanian Industrial Commission to the union by certified mail and the agreement will take effect unless an objection is notified to Tasmanian Industrial Commission within 10 working days.

(e) Review of Assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

(f) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

(g) Workplace Adjustment

An employer wishing to employ a person under the provisions of this schedule must 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.

(h) Trial Period

- (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule 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 will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- (iii) The minimum amount payable to the employee during the trial period must be no less than \$95 per week.

- (iv) Work trials should include induction or training as appropriate to the job being trialled.
- (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause (c).

7. SALARY SACRIFICE BY EMPLOYEES

(a) Superannuation

- (i) An employee may elect to salary sacrifice a proportion of their award salary to a complying superannuation scheme of their choice, as defined in the Public Sector Superannuation Reform Act 1999, subject to compliance with any Tasmanian or Commonwealth government directive and legislation.
- (ii) Administrative costs incurred as a result of an employee entering into or amending a salary sacrifice agreement will be met by the employee.
- (iii) Salary for all purposes, including superannuation for employees entering into salary sacrifice agreement, will be determined as if a salary sacrifice agreement did not exist.
- (iv) Salary sacrifice agreements will be annual with employees being able to renew, amend or withdraw. An employee may withdraw at any time from a salary sacrifice agreement.

(b) Other Benefits

- (i) An employee may elect to sacrifice a proportion of their award salary for non-salary (excluding novated lease of vehicles) and superannuation benefits subject to compliance with any Tasmanian or Commonwealth government directive and legislation.
- (ii) Any Fringe Benefit Tax or direct administrative costs incurred as a result of a salary sacrifice arrangement will be met by the employee.
- (iii) Salary for all purposes, for employees entering into a salary sacrifice arrangement, will be calculated as if the salary sacrifice arrangement did not exist.
- (iv) Salary sacrifice arrangements will be annual based on the Fringe Benefit Reporting Year with employees being able to renew, amend or withdraw. An employee may withdraw from a salary sacrifice arrangement at any time.

8. HIGHER DUTIES ALLOWANCE

For the purposes of this clause reference to an employee does not include an employee employed for a fixed term or on a casual basis.

- (a) An employee acting in a Level 4 role is entitled to a higher duties allowance only when the employee is directed to perform duties that are classified higher than the employee's substantive level for a period of five or more consecutive working days.

The employee is to be paid an allowance equal to the difference between the employee's normal salary level and the minimum salary level of the duties being undertaken at the higher classification band.

- (b) An employee who performs duties at the same higher classification of Level 4, as prescribed in subclause (a), for a continuous period of 12 months is eligible for salary progression, if provided for and eligible for advancement in accordance with the advancement progression assessment in the higher classification band.
- (c) An employee who performs duties at the same higher classification of Level 4, as prescribed in subclause (a), for broken periods that aggregate 12 months in a period of three years is eligible for salary progression, if provided for and subject to advancement progression assessment in the higher classification band.
- (d) An employee promoted to a higher classification is to have a period of continuous higher duties immediately prior to this promotion, for which an allowance is payable, according to subclause (a), taken into account in establishing the applicable salary level and date of eligibility of future salary progression.
- (e) An employee promoted to a higher classification band is to have a period of broken higher duties prior to this promotion, for which an allowance is payable, according to subclauses (a) and (c), taken into account in establishing the applicable salary level and date of eligibility of future salary progression.
- (f) An employee in receipt of an allowance according to this clause is to continue to be paid the allowance while on approved paid leave, excluding long service leave as prescribed by the *Long Service Leave (State Employees) Act 1994*, provided that the duties would have been continuous but for the period of the paid leave, and are resumed immediately on the completion of the period of paid leave.
- (g) Payment for overtime undertaken while in receipt of a higher duties allowance is to include the higher duties allowance prescribed by this clause, subject to the overtime provisions in Clause 4 - Overtime - of Part V – Hours of Work.

PART III – CLASSIFICATION AND RELATED MATTERS

Facility Attendant Level 1

PROVIDED that an employee has completed three months service at Level 1 shall progress to Level 2, subject to satisfactory performance and skills acquisition.

Level 1 Classification Standard:

This is the introductory training level.

An employee at this level will undertake training in facility attendant duties which comprise cleaning, groundskeeping and/or kitchen assistant functions.

An employee at this level works under direct supervision.

Work routines, methods and procedures are well established.

Relevant training and/or experience determined between the parties appropriate to the nature of the work.

Facility Attendant Level 2

PROVIDED that an employee who has completed twelve months service on the wage rate prescribed for Level 2 shall progress to Level 3, subject to satisfactory performance and skills acquisition.

Level 2 Classification Standard:

An employee at this level performs routine cleaning, groundskeeping and/or kitchen assistant duties.

Works under direct supervision.

Exercises minimal judgement in deciding how tasks are performed.

Relevant training and/or experience determined between the parties appropriate to the nature of the work.

Facility Attendant Level 3

Level 3 Classification Standard:

An employee at this level performs routine cleaning, groundskeeping and/or kitchen assistant duties and may, in addition to these duties, undertake minor maintenance duties.

An employee at this level works under general supervision.

An employee at this level may supervise Facility Attendants Level 1 and 2.

Exercises judgement in deciding how tasks are performed.

Exercises good communication and interpersonal skills.

Relevant training and/or experience determined between the parties appropriate to the level of the work.

Facility Attendant Level 4

Level 4 Classification Standard:

An employee at this level performs the full range of cleaning, groundskeeping duties and/or kitchen assistant duties and, in addition, undertakes duties which contribute, at a high level, to the maintenance program of the facility.

Under limited supervision, may supervise staff engaged in routine cleaning, groundskeeping and/or kitchen assistant duties.

An employee at this level exercises judgement in deciding how tasks are performed and exercises good communication and interpersonal skills.

PART IV – EXPENSE AND OTHER ALLOWANCES

1. DISTRICT ALLOWANCE

- (a) The purpose of this General Allowance is to compensate for excess costs necessarily incurred by an employee living in an 'isolated area' and without limiting the foregoing includes partial reimbursement for STD, freight, fuel and depreciation costs.
- (b) 'Isolated area' means any area, centre, district or location, embraced by the Commonwealth Taxation Zone B prescription, together with such other areas, centres, districts or locations as may be approved by the Tasmanian Industrial Commission, including the following: King Island, Flinders Island, Cape Barren Island, Maria Island and Bruny Island.
- (c) Where an employee is stationed in one or other of the following districts, the employee is to be paid an allowance in accordance with the following rates:

Rate per Annum

(i) Category R

Remote locations approved as such by the Tasmanian Industrial Commission including Bass Strait Islands, Maria Island, Bruny Island:

Employee with dependent relatives residing with them	\$4618.00
Other (no dependents)	\$2308.00

(ii) Category B

Locations under the Commonwealth Taxation Zone B Prescription:

Employee with dependent relatives living with them	\$2308.00
Other (no dependents)	\$1154.00

(iii) Category S

Special locations as may be approved by the Tasmanian Industrial Commission:

Employee with dependent relatives residing with them	\$1154.00
Other (no dependents)	\$578.00

- (d) Where a part-time employee is eligible for an allowance under paragraph (b) such allowance is not to be subject to any proportionate reduction.
PROVIDED that an employee who has dependents residing with the employee is to be regarded as an employee without dependents if their partner or spouse, of entitlement arising from employment, is in receipt of a district allowance.

PROVIDED FURTHER that a part-time employee working in more than one part-time role is not to receive an allowance in excess of that paid to a full-time employee.

(e) Air fares from Bass Strait Islands

Where an employee is stationed on the Bass Strait Islands and enters upon leave of absence the employee is to, three times in every year, be paid the return fare reasonably incurred by the employee for themselves or for any dependent member of their family resident on the Bass Strait Islands, travelling from their station to the nearest seaport or airport on the mainland of this State. Such travel is to include travel via Melbourne when such indirect travel is the most expedient means of travelling to or returning to the nearest seaport or airport on the mainland of this State.

PROVIDED that:

- (i) an employee may in substitution for travel to the nearest seaport or airport in this State, travel to any other seaport or airport in this State or to Melbourne;
 - (ii) for the purpose of obtaining emergency medical or dental treatment for an employee or dependent member of their family resident on the Bass Strait Islands an employee is to, by way of reimbursement, be paid the return fare reasonably incurred for travel from the employee's station to the nearest centre in this State, or to Melbourne, whereat such treatment can be obtained. Such reimbursement is to be in substitution for one or both of the return fares for the person concerned, more particularly set forth in this paragraph;
 - (iii) the above entitlement is not cumulative, each year standing alone;
 - (iv) no employee is to be eligible to receive payment for the return fares as set forth above unless such employee has first completed three months continuous service on one or other of the Bass Strait Islands.
- (f) District allowance rates are to be adjusted from 1 July each year in accordance with the annual percentage change between March of the previous year and March of the current year as specified in Australian Bureau of Statistics, tables 3 and 4 CPI: Groups, Weighted Average of Eight Capital Cities, Index Numbers and Percentage Changes – Column M (Index Numbers; All Groups; CPI; Australia).

2. TRAVEL ALLOWANCES

The object of this clause is to ensure that an employee who is required to undertake work related travel and who is required to remain away from home overnight is to be provided with accommodation, meals and incidental expenses without incurring out of pocket expenses.

- (a) Travel Allowance Expense for Overnight Accommodation, Meal Allowances and Incidental Expenses
 - (i) An employee who is required to undertake work related travel requiring overnight accommodation is to be paid a travel allowance for expenses incurred calculated in accordance with the following tables:

Overnight Accommodation

Accommodation
Venue

Overnight
Accommodation

	<u>Rate</u>
Adelaide	\$157.00
Brisbane	\$175.00
Canberra	\$168.00
Darwin	\$220.00
Melbourne	\$173.00
Perth	\$180.00
Sydney	\$198.00
Tasmania	\$147.00

Meal Allowances

(Preceding or following an overnight absence)

Breakfast	Applicable 7.00am – 8.30am	\$29.20
Lunch	Applicable 12.30 – 2.00pm	\$32.85
Dinner	Applicable 6.00pm – 7.30pm	\$56.00

Incidental Expenses

Payable per overnight stay: \$20.60

- (ii) The rates contained in the tables above are derived from the Australian Taxation Office Taxation (ATO) Determination TD2021/6, Table 1. These rates are to be adjusted from 1 July each year in accordance with the appropriate ATO determination. The accommodation component of the allowance is derived from the capital city rate for each State within that Determination.

(b) Pre-Booking and Payment of Accommodation

- (i) The employer may enter into an arrangement with a commercial provider (hotel, motel or serviced apartment) for the provision and payment of accommodation on behalf of an employee.
- (ii) In such cases the accommodation component of the Travel Allowance Expense will not be paid.

(c) Payment of Actual Travel Expense

- (i) The employer and an employee may enter in an arrangement whereby it is agreed that the actual cost of accommodation and/or expenditure on

meals incurred in the course of business are to be paid upon the verification of such receipts as may be tendered in support of the claim.

- (ii) In such cases the accommodation and/or meal allowances prescribed in paragraph (a)(i) of this clause are not to be paid but the actual accommodation and/or meal expenses incurred in the course of business travel are to be reimbursed to the employee.
 - (iii) An employee who has entered into an arrangement in accordance with sub-clause 2(c)(i) is to be paid the Incidental Expenses Allowance as prescribed in 2(a)(i).
 - (iv) The employer may provide alternative methods of payment of travel expenses, such as through the use of a corporate credit card.
- (d) Payment for Employee Choice
- (i) An employee may choose not to stay in accommodation for which the employer has a commercial arrangement in which case the employee is to be paid the rates prescribed in paragraph (a)(i) of this clause.
 - (ii) The employer may require the employee to provide evidence by way of receipt that a commercial accommodation (hotel, motel or serviced apartment) expense was incurred.
 - (iii) An employee may choose not to stay overnight in commercial accommodation (hotel, motel or apartment) in which case the accommodation component of the travel allowance is not payable to the employee.
- (e) Advance Payment of Travel Allowance Expense
- If requested by an employee an advance payment is to be made of the estimated travelling allowance expenses payable for the period of the work related travel.
- (f) Additional Transport Costs Incurred On Work Related Travel
- An employee required to undertake work related travel who incurs additional costs through the use of public transport, taxis or hire cars is to be reimbursed those costs by substantiating the actual expenses to the employer.
- (g) Conference and Training Course Incidental Allowance
- An employee required to attend a training course or conference where accommodation and all meals are provided is to be paid the Incidental Expenses Allowance as prescribed in paragraph 2(a)(i) of this clause with the appropriate meal allowance as prescribed in clause 2(a)(i) for any meals not provided.

3. FIRST AID CERTIFICATE

- (a) An employee nominated by the employer to perform first aid duties and who is the current holder of a Workplace Certificate Level 2, HLTF301B, National Training Package or an equivalent certificate, is to be paid an allowance of \$834.00 per annum.

- (b) Where the employer requires an employee to obtain a first aid qualification, the employer is to pay all associated costs, and where necessary, is to provide paid time off for the purpose of undertaking first aid training leading to an appropriate first aid qualification such as Workplace Certificate Level 2, HLTF301B, National Training Package.
- (c) An employee nominated to perform first aid duties is to be allowed to undertake refresher courses as in paragraph (b) of this subclause providing the employer still requires the employee to perform such duties.

4. CLEANING OF TOILETS

An employee who is engaged for one third (33 1/3) of their working time cleaning toilets is to be paid \$1.57 per day extra.

5. ADJUSTMENT TO WAGE RELATED ALLOWANCES

Unless specified separately in this Award all monetary allowances are to be adjusted from the first full pay period on or after 1 July each year by the same percentage as the salary rate for the lowest level of Band 4 General Stream classification of the Tasmanian State Service Award has increased between 1 July in the preceding year and 30 June of that year. Prior to 1 July each year the parties will make application to have the salary rates in that Award updated to reflect the rates being paid.

PART V – HOURS OF WORK

1. GENERAL

- (a) Subject to subclause 2 - Implementation of 38-Hour Week of this award and subject to the exemptions hereinafter provided the ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:
 - (i) 38 hours within a work cycle not exceeding seven consecutive days; or
 - (ii) 76 hours within a work cycle not exceeding fourteen consecutive days; or
 - (iii) 114 hours within a work cycle not exceeding twenty-one consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding twenty-eight days.
- (b) The ordinary hours of work shall be not more than 8 hours on any day, but may be worked in one or two periods.
- (d) In the case of all other employees, the ordinary hours of 38 per week shall be worked Monday to Friday.
- (f) An employee's constant number of hours per week shall be as determined between the employer and the employee pursuant to the contract of service.
- (g) With the exception of casual employees, once the hours of a part- time employee have been established, they shall not be varied other than:
 - (i) by giving at least one week of notice by either the employer or the employee; or
 - (ii) by mutual consent.

2. IMPLEMENTATION OF 38-HOUR WEEK

- (a) Employees other than casuals may by agreement with the employer work the 38-hour week in one of the following work patterns:
 - (i) by working less than 8 ordinary hours each day; or
 - (ii) by working less than 8 ordinary hours on one or more days each week; or
 - (iii) by fixing one weekday on which all employees will be rostered off during a particular work cycle; or
 - (iv) by rostering employees off on various days of the week during a particular work cycle so that each employee has one weekday off during that cycle.
- (b) In each work place, an assessment should be made as to which method of implementation best suits the Agency and the proposal shall be discussed with the employees concerned, the objective being to reach agreement on the method of implementation.
- (c) In the absence of agreement at Agency level, the method provided in subclause 2(a)(iv) of this clause shall be the method of implementation in that Agency.

- (d) Circumstances may arise where different methods of implementation of a 38-hour week apply to various groups of sections of employees in the Agency or establishment concerned.

(e) Notice of Rostered Days Off

Except as provided in subclause (f) of this Clause, in cases where, by virtue of the arrangement of an employee's ordinary working hours, he or she, in accordance with subclause 2(a)(iii) or (iv) of this Clause is entitled to a rostered day off during a work cycle, such employee shall be advised by the employer at least four weeks in advance of the weekday due to be taken off.

(f) Rostered Day Off

(i) The employer, with the agreement of the majority of employees concerned, may substitute a rostered day off, in accordance with subclause 2(a)(iii) or (iv) of this clause, for another day to meet the requirements of the Agency in the event of unforeseen demand, or some other emergency situation.

(ii) An individual employee, with the agreement of the employer may substitute the day to be taken as a rostered day off for another day.

(g) Accumulation of Rostered Days Off

Rostered days are to be accumulated, and are to be taken during the first, second, third and fourth term of school holiday periods on a 3-3-3-3 basis. Employees who are not required to take recreation leave at the end of the fourth term shall use accumulated rostered days off in place of recreation leave between Christmas and New Year.

(h) Sickness on Rostered Day Off

Where an employee is sick or injured on a rostered day off there shall be no entitlement to paid sick leave nor shall the employee's sick leave entitlements be reduced in respect of sickness or injury on that day.

(i) Averaging of Payment

Where the method of implementation adopted is in accordance with subclause 2(a)(iii) or (iv) of this clause the wages paid each week for ordinary hours shall be paid so that in each week when 40 hours is worked, 2 hours pay shall be kept in hand and paid to the employee on the pay week that the Rostered Day Off occurs to enable an averaging of payments for ordinary time to occur.

3. SHIFT PREMIUMS

(a) Other than Student Hostel Employees

(i) Payment of a premium of 15 per cent shall be made for a shift that commences before 6.30am.

(ii) Payment of a premium of 15 per cent shall be made for a shift that commences or finishes after 6.00pm.

- (iii) Payment of a premium of 20 per cent shall be made for a shift that commences or finishes after 10.00pm.
- (iv) Where in a day, a shift is worked in two periods, a premium of 20 per cent shall be paid. Providing that the period of a meal break shall be deemed a continuation of the shift.

PROVIDED FURTHER, that if one of these two periods extends beyond 5 hours, a paid crib break of 20 minutes shall be given in lieu of the meal interval entitlement of Clause 5 - Meal and Meal Allowance and the rest period entitlement of Part V Clause 7 - Rest Period of this award.

- (v) It shall be prohibited for a shift worked in 2 periods to exceed a spread of 14 hours, or to commence before 6.00am, or finish after 10.00pm.

PROVIDED that the employer may, with the agreement of the union, vary this subclause.

4. OVERTIME

For all time of duty in excess of, or outside of, ordinary hours the rates of pay shall be time and one-half for the first 2 hours and double time thereafter. In computing overtime each day's work shall stand alone.

For the purposes of computing overtime the ordinary rate of pay shall be determined by dividing the weekly rate of pay by 38.

5. OVERTIME MEAL ALLOWANCES

An employee who is required to commence work not less than 90 minutes before or to remain at work for not less than 90 minutes after the normal hours of duty is to be paid a meal allowance of:

<u>Meal</u>	<u>Rate of Allowance</u>
Breakfast	\$14.60
Lunch	\$16.45
Dinner	\$28.00

The above rates are derived from the Australian Taxation Office (ATO) Taxation Determination TD2021/6, Table 1. These rates are to be adjusted from 1 July each year by taking 50% of the appropriate ATO determination for meals in Table 1 of that determination, rounded to the nearest five cents.

6. AVAILABILITY AND RECALL

- a) For the purposes of this clause:
 - (i) Time reasonably spent in travelling to and from work is to be regarded as time worked.
 - (ii) An employee is required to maintain a record in the form of a time-sheet for all time worked.

- (iii) Eligibility for payment according to this clause is for duties assigned a classification of up to and including Level 4.
 - (iv) An employee who returns to work for short periods to perform specific duties such as checking equipment or machinery, undertaking security or care-taking duties or similar, as part of their normal duties, is excluded from the provisions of this clause.
- (b) Availability
- (i) The employer may require an employee, by way of a roster or direction, to be available to resume duty and the employee is required to remain:
 - (1) Fit for duty; and
 - (2) Readily contactable while so rostered or directed; and
 - (3) Able to resume duty.
 - (ii) An employee required to be available is to be paid \$3.60 per hour for each hour the employee is required to be available, with a minimum payment for eight hours.
 - (iii) An employee required to return to the workplace to resume duty is to be remunerated in accordance with the Recall provisions of this clause.
 - (iv) An employee required to undertake duties without returning to the workplace is to be paid at the appropriate overtime rate for a minimum period of one hour.
 - (1) Payment is to be calculated on the cumulative hours worked and be rounded up to the nearest hour.
 - (2) Any further requirement to undertake duties without returning to work that occurs within one hour of the commencement of the first requirement, in accordance with subclause (b)(iv) of this clause, for which a minimum payment is to be made, does not attract any additional payment until the time actually worked exceeds one hour.
 - (3) For the purposes of this calculation each day of availability stands alone.
- (c) Recall
- (i) Any employee required to attend the employer's premises for any reason other than carrying out his/her rostered duties after leaving his/her place of employment (whether notified before or after leaving his/her place of employment) shall be paid a minimum of 4 hours pay at the appropriate rate for each such attendance. Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 4 hours if the job the employee was recalled to perform is completed within a shorter period.
 - (ii) **PROVIDED** that this clause shall not apply where a period of duty is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

- (iii) **PROVIDED FURTHER** that such employee shall be given at least eight (8) hours off duty before he/she is required to resume his/her ordinary hours. If such employee is requested to resume duty before eight (8) hours rest is given he/she shall be paid double time until the employee has been relieved from duty for a period of eight (8) hours.

7. REST PERIOD

- (a) Employees shall be allowed a rest period of 10 minutes without loss of pay after each 3 hours of consecutive work.
- (b) A meal interval of not less than 30 minutes or more than one hour shall be allowed to an employee after each 5 hours worked.

8. SUNDAY AND HOLIDAY WORK

- (a) Payment shall be at the rate of double time for work performed on a Sunday.
- (b) Payment shall be at the rate of double time and a half for work performed on a holiday as prescribed in Part VII – Leave and Holidays with Pay of this award.
- (c) Full-time employees required to work on a Sunday or a holiday as prescribed in Part VII Clause 1 – Holiday with Pay of this award, shall receive a minimum of 4 hours pay at the appropriate rate.

9. TRAVELLING TIME AND EXPENSES

- (a) Where an employee is sent to work from an employer's recognised place of business the employer shall pay all travelling time from such place of business to the job and if the employee is required to return the same day to the employer's place of business the employer shall pay travelling time to the place of business. An employee sent for duty to a place other than the regular place of duty or required by the employer to attend a court of any inquiry in connection with the employment shall be paid travelling time.
- (b) Where an employee is required to cease or to commence duty at a time when the usual means of conveyance are not available the employee shall, at the employer's expense, be conveyed to a point nearest his/her home or place of duty to which he/she ordinarily would proceed during ordinary hours by public conveyance.
- (c) An employee shall be reimbursed by the employer for all expenses incurred by the employee in using his/her private vehicle for the employer's purpose.
- (d) Where an employee is required to work a shift in 2 periods as prescribed in Part V Clause 1(b) of this award, he shall be paid an excess fares allowance of \$6.60 per day.

10 TIME OFF IN LIEU OF PAYMENT FOR OVERTIME

- (a) An employee may elect, with the consent of the employer, to take time off in lieu (TOIL) of payment for overtime at a time or times agreed with the employer.

- (b) Unless otherwise agreed, TOIL taken as time off during ordinary hours is to be taken at the ordinary time rate.
- (c) TOIL not taken within 28 days is to be paid at the rate(s) the TOIL was accrued as overtime, unless another time to take accrued TOIL is agreed between the employee and relevant manager and is satisfactorily documented.

PART VI – SPECIAL PROVISIONS

1. SPECIAL PROVISIONS RELATING TO STUDENT HOSTEL EMPLOYEES

The conditions of employment of employees engaged at student hostels shall to the extent that there is a conflict between the provisions of this clause and other clauses of this (award/agreement) be regulated by the provisions of this clause in lieu of conditions otherwise provided in this (award/agreement).

(a) Board and Lodging

- (i) The amount that may be deducted from the wages herein prescribed for board and/or lodging shall be \$25.00 per week and the amount that may be deducted where meals are provided shall be \$3.00 per week.
- (ii) Employees classified as matron, assistant matron or housekeeper shall be provided with free board and lodging if required by the employer to live on the premises during each weekly rostered period.

(b) Breakages

An employer shall not charge a sum of money against or deduct from the wage of an employee in respect of breakages of crockery or other utensils except in the case of misconduct.

(c) Exemptions

The provisions of the award, relating to Hours of Work, Overtime and Saturday, Sunday and Holiday Work shall not apply to matrons, assistant matrons or housekeepers who receive their full rate of pay during term vacation.

(d) Mixed Functions

An employee engaged for more than 3 hours in any one day on duties carrying a higher rate than the employees' ordinary classification shall be paid the higher rate for the whole of such day.

(e) Rostered Days Off

Each employee shall have at least 2 consecutive days off in each week other than rostered days off arising out of Part V Clause 2. The days off shall operate from the finishing time of work on the day immediately preceding the days off and until starting time on the day when work is to be resumed.

The days off shall be rostered and shall not be altered except by mutual agreement between the employer and the employee.

(f) Saturday Work

Employees working ordinary hours on Saturday shall be paid at the rate of time and one half.

(g) Stand-down During School Holidays

The provisions of Clause 10 - Annual Leave shall not apply to the employer who elects to allow employees school or term holidays each year, provided that the employer:

- (i) provides such employees with not less than 10 full weeks annual leave per calendar year;
- (ii) pays them for such leave at a rate not less than 2/3 their normal rate of pay;
- (iii) pays them an additional amount at the appropriate rate for any day during such leave period on which they come in and work;
- (iv) where an employee is dismissed prior to receiving the full annual leave provided under this subclause, he/she shall not receive less than an amount of pro rata annual leave payments equal to the proportion of the school year during which he/she has worked.

2. SPECIAL PROVISIONS RELATING TO THE DEPARTMENT OF EDUCATION

Special provisions relating to the Department of Education are contained in Appendix A to this Award and shall apply to employees employed in the Division of Education within the Department of Education only during the period 1 October 1991 to 30 September 1997.

PART VII – LEAVE AND HOLIDAYS WITH PAY

1. HOLIDAYS WITH PAY

- (a) Pursuant to section 53 of the *State Service Act 2000* employees are entitled to the following as Holidays with Pay:

New Year's Day, Australia Day, Eight Hour Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, Queen's Birthday, Show Day, Cup Day, Hobart Regatta Day (south of Oatlands), Recreation Day (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day;

or any other day or part of a day that may be deemed to be a statutory holiday by the application of the Act.

- (b) An Act of the State parliament or a State Proclamation may substitute another day for any of the Holidays with Pay listed above.
- (c) Notwithstanding subclause (a) of this clause employees may be required to attend for work as prescribed by section 53(4) of the *State Service Act 2000* during any of the Holidays with Pay listed above.
- (d) An employee required to attend for work according to subclause (c) of this clause is to receive compensation according to Part V - HOURS OF WORK AND OVERTIME FOR DAY WORK, Clause 4, Overtime.
- (e) This clause does not affect the right to pay casual employees or part time employees working 20 hours per week or less a loading in lieu of Holiday with Pay entitlements in accordance with award provisions to that effect.
- (f) All employees are entitled to one local show day. It will be observed on a day, other than a Saturday or a Sunday, in the city, town or district in which the employee is employed; or, in the absence of a local show day, any other day that is agreed to between the employee and the employer.

2. PARENTAL LEAVE

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

- (a) Definitions

For the purposes of this clause:

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

adoption other than a child or step child of the employee or of their spouse or a child who has previously lived continuously with the employee for a period of six months.

- (ii) **'continuous service'** is work for an employer on a regular and systematic basis including any period of authorised leave or absence.
- (iii) **'Day of Placement'** means in relation to the adoption of a child by an employee the earlier of the following days:
 - (1) The day on which the employee first takes custody of the child for adoption; or
 - (2) The day on which the employee starts any travel that is reasonably necessary to take custody of the child for adoption.
- (iv) **'Eligible casual employee'** means a casual employee employed during a period of at least 12 months, either:
 - (1) on a regular and systematic basis for several periods of employment; or
 - (2) on a regular and systematic basis for an ongoing period of employment, and who has, but for the birth or expected birth or placement or expected placement a reasonable expectation of ongoing employment on a regular and systematic basis.
- (v) **'Employee'** includes full-time, part-time, permanent, fixed term and eligible casual employees.
- (vi) **'Expected date of birth'** means the day certified by a medical practitioner to be the day on which the medical practitioner expects the employee or the employee's spouse, as the case may be, to give birth to a child.
- (vii) **'Grandchild'** means a grandchild of the employee (including step-grandchild or adopted grandchild) under the age of one year except for:
 - (1) The adoption of a grandchild where 'grandchild' is defined as a grandchild of the employee under the age of sixteen years at the day of placement.
- (viii) **'Grandparent Leave'** means parental leave for grandparents who assume the Primary Caregiver role for a grandchild.
- (ix) **'Keeping in touch day'** means a day on which an employee performs work for the employer during the period of approved parental leave if:
 - (1) the purpose of performing the work is to enable the employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and
 - (2) both the employee and the employer consent to the employee performing work for the employer on that day(s) or time(s); and
 - (3) the day is not within 14 days after the date of birth, or day of placement, of the child to which the period of leave relates; and

- (4) the employee has not already performed 10 days of paid work that were keeping in touch days for the employer or another entity during the period of leave.

- (x) **'Normal rate of pay'** means an employee's rate of salary and includes allowances which would have continued to be paid but for taking parental leave.

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

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

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

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

(b) Entitlement to Unpaid Parental Leave

- (i) Subject to the provision of this clause, after 12 months continuous service an employee is entitled to up to 52 weeks unpaid parental leave in relation to the birth of a child of the employee, the employee's spouse or the employee's legal surrogate or the placement of a child with the employee; and the employee has or will have responsibility for the care of the child.

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

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

- (ii) Parental Leave is only available to one employee at a time in a single unbroken period, except both the primary care giver and secondary care giver are entitled to access simultaneous parental leave in the following circumstances:
 - (1) for leave in relation to the birth of the employees' child, an unbroken period of eight weeks simultaneous leave.
 - (2) for Adoption Leave, an unbroken period of up to eight weeks at the time of placement of the child.
- (iii) Except where provided for otherwise in clause 2 of this part, and except for an additional period of Paid Secondary Caregiver parental leave accessed in accordance with subclauses (e)(i) and (h)(iii), paid parental leave commences from the date of birth or adoption of the child.
- (iv) Parental leave may only be taken by an employee in a single unbroken period.

PROVIDED that an employee entitled to additional Paid Secondary Caregiver Leave in accordance with subclauses (e)(i) and (h)(iii) may access parental leave in up to two unbroken periods.
- (v) Right to request extension to unpaid parental leave and simultaneous unpaid parental leave
 - (1) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:
 - (A) to extend the period of simultaneous unpaid parental leave provided for in this clause up to a maximum of eight weeks; and/or
 - (B) to extend the period of unpaid parental leave provided for in this clause by a further continuous period of leave not exceeding 12 months to a maximum of 104 weeks;
 - to assist the employee in reconciling work and parental responsibilities
 - (2) The employer is to consider a request, according to this clause and having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - (3) In the case of an Employee who is a member of a couple, the period of the extension cannot exceed 12 months, less any period of parental leave that the other member of the couple will have taken in relation to the Child.
- (vi) An employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.

- (vii) An employee employed for a fixed term contract has the same entitlement to parental leave, however the period of leave granted is not to extend beyond the term of that contract.

(c) Paid Primary Caregiver Leave

- (i) After 12 months continuous service an eligible employee who will be the Primary Caregiver at the time of birth of their child, will be entitled to 18 weeks Paid Primary Caregiver Leave. An employee's entitlement to unpaid parental leave pursuant to subclause (b)(i) will be reduced by any amount of Paid Primary Caregiver Leave accessed by that employee in accordance with this subclause.
- (ii) The 18 weeks Paid Primary Caregiver Leave is to be taken at the commencement of the period of parental leave and must be taken in a consecutive period, except in circumstances provided for in Part VII, Clause 4(d)(ii).
- (iii) Subject to subclause (c)(i) and unless agreed otherwise between the employer and employee, an employee who is pregnant may commence Paid Primary Caregiver Leave as the Primary Caregiver in accordance with this subclause at any time within six weeks immediately prior to the expected date of birth. In all other cases, paid parental leave for the Primary Caregiver accessed under this subclause commences on the day of birth.
- (iv) An employee who is pregnant and who continues to work within the six-week period immediately prior to the expected date of birth, or an employee who elects to return to work within six weeks after the birth of the child, is required to provide a medical certificate to the employer stating that the employee is fit to work on their normal duties.
- (v) Only one employee can receive paid parental leave entitlements as the Primary Caregiver in respect of the birth of their child. An employee cannot receive Primary Caregiver Leave entitlements if:
 - (1) their spouse is, or will be, the Primary Caregiver at the time of the birth of their child, or
 - (2) their spouse has received, or will receive, paid parental leave (in connection with a requirement to act as a Primary Caregiver), Primary Caregiver entitlements, or a similar entitlement, from their employer; or
 - (3) that employee has received, or will receive, Secondary Caregiver parental leave entitlements in relation to their child.
- (vi) The rate of pay for an employee during the period of the Paid Primary Caregiver Leave is the normal rate of pay, as defined in subclause (a)(x).
- (vii) The employee may elect to take payment for the paid period of the absence,
 - prior to the commencement of the leave or;
 - over 18 consecutive weeks at a full rate pay or;
 - over 36 consecutive weeks at half rate of pay
- (viii) Where an employee elects to take half pay over 36 weeks, the payment beyond the 18 weeks does not increase the accrual of paid leave entitlements prescribed by this award.

(d) Special Parental Leave

- (i) An employee who is pregnant and who has not yet commenced parental leave and who suffers an illness related to their pregnancy or is required to undergo a pregnancy related medical procedure is to be granted any paid personal leave to which the employee is entitled and such further unpaid special parental leave as a registered medical practitioner certifies as necessary before their return to work.
- (ii) Where a pregnancy related illness or medical procedure is continuous with the commencement of paid parental leave the aggregate of paid personal leave, special parental leave and parental leave taken by an employee is not to exceed 52 weeks.
- (iii) Where the pregnancy of an employee terminates other than by the birth of a living child, not earlier than 28 weeks before the expected date of birth the employee is entitled to up to 52 weeks parental leave, including 18 weeks paid special parental leave, certified as necessary by a registered medical practitioner.
- (iv) Special parental leave is in addition to compassionate and bereavement leave.

(e) Paid Secondary Caregiver Leave

- (i) After 12 months continuous service an eligible employee who will be the Secondary Caregiver at the time of birth of their child, is entitled to 4 weeks Paid Secondary Caregiver Leave. An employee's entitlement to unpaid parental leave pursuant to subclause (b)(i) will be reduced by any amount of Paid Secondary Caregiver Leave accessed by that employee in accordance with this subclause. The 4 weeks Paid Secondary Caregiver Leave is to be taken at the time of the birth, except in circumstances provided for in Part VII, Clause 4(d)(ii).
- (ii) An employee will also be entitled to access a further 2 weeks of accrued leave entitlements (Recreation or Long Service Leave) or as Leave Without Pay.
- (iii) Only one parent can receive Secondary Caregiver Leave entitlements in respect to the birth of their child.
- (iv) An employee cannot receive Secondary Caregiver Leave entitlements where the employee has received Primary Caregiver Leave entitlements in relation to their child.
- (v) The rate of pay for an employee during the period of the Paid Secondary Caregiver Leave is the normal rate of pay, as defined in subclause (a)(x).

(f) Accessing Additional Paid Parental Leave for Secondary Caregivers who assume Primary Caregiving Responsibility

- (i) A Secondary Caregiver will be entitled to access up to an additional 12 weeks Paid Secondary Caregiver Leave within the first 78 weeks of the date of birth of the child, provided that:
 - (1) The employee assumes primary caregiving responsibility for their child for the duration of the additional period of Paid Secondary Caregiver Leave, by meeting their child's physical needs more than anyone else; and

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

- (1) After 12 months continuous service an employee identified as the Primary Caregiver at the time of adoption of their child is entitled to 18 weeks Paid Adoption Leave continuous from the day of placement
 - (2) An employee's entitlement to 52 weeks unpaid parental leave pursuant to subclause (b)(i) will be reduced by any amount of Paid Adoption Leave accessed by that employee in accordance with this subclause, except in circumstances provided for in Part VII, Clause 4 (d)(ii).
- (ii) Paid Adoption Leave for Secondary Caregivers
- (1) After 12 months continuous service, an employee who will be the Secondary Caregiver at the time of adoption of their child is entitled to 4 weeks Paid Adoption Leave continuous from the day of placement.
 - (2) The period of Paid Adoption Leave forms part of the 52-week unpaid parental leave entitlement provided in subclause (b)(i), except in circumstances provided for in Part VII Clause 4 (d)(ii).
- (iii) Additional Paid Adoption Leave for Secondary Caregivers
- (1) A Secondary Caregiver will be entitled to access an additional 12 weeks Paid Adoption Leave within the first 78 weeks of the date of placement of their child, provided that:
 - (A) The employee assumes primary responsibility for the care of their child for the duration of the additional period of Paid Adoption Leave, by meeting their child's physical needs more than anyone else; and
 - (B) The employee's spouse is not concurrently receiving Paid Adoption Leave (in connection with a requirement to act as a Primary Caregiver), Primary Caregiver entitlements, or a similar entitlement, from their employer.
 - (C) Where an employee who has commenced additional Paid Adoption Leave under this subclause ceases to act as the Primary Caregiver for their child, the entitlement to additional paid leave under this clause will end.
 - (2) Leave accessed in accordance with this subclause forms part of the employee's 52 week unpaid parental leave entitled provided in subclause (b)(i).
- (iv) The rate of pay for an employee during the period of the Paid Adoption Leave is the normal rate of pay, as defined in subclause (a)(x).
- (v) Notice and Evidence Requirements
- (1) The notice and evidence requirements of this subclause apply in respect of all Paid Adoption Leave and unpaid parental leave sought in connection with an employee's adoption of a child.
 - (2) An employee is to notify the employer at least 10 weeks in advance of the date of commencement of parental leave for the adoption of a child and the period of leave to be taken. An employee may commence parental leave prior to providing such notice where, through circumstances beyond the control of the employee, the adoption of a child takes place earlier than expected.

- (3) Before commencing parental leave for the adoption of a child, an employee is to provide the employer with a statutory declaration stating:
 - (A) the employee is seeking parental leave in connection with the adoption of a child; and
 - (B) whether the employee will act as the Primary or Secondary Caregiver for the period of Adoption Leave sought; and
- (4) particulars of any period of Primary or Secondary Caregiver Adoption Leave sought or taken by the employee's partner.
- (5) An employer may require an employee to provide confirmation of the placement from the appropriate government authority.
- (6) Where the placement of a child for adoption with an employee does not proceed or continue, the employee is to notify the employer immediately and the employer is to nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- (7) An employee is not in breach of this clause as a consequence of failure to give the required periods of notice if the failure is due to a requirement of an adoption agency to accept earlier or later placement of a child, or due to the death of a spouse, or other compelling circumstances.
- (vi) An employee seeking to adopt a child is entitled to unpaid leave to attend any compulsory interviews or examinations that are necessarily part of the adoption procedure. The employee and the employer are to agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. If available, paid leave, other than personal leave, may be taken instead.
- (vii) An employee is not entitled to parental leave for the adoption of a child unless the child that is, or is to be, placed with the employee for adoption:
 - (1) is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child; and
 - (2) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement of the child; and
 - (3) is not (otherwise than because of adoption) the child of the employee or the employee's spouse.
- (i) Grandparent Leave
 - (i) After 12 months continuous service, an employee who is or will be the Primary Caregiver at the time of the birth or adoption of their grandchild is entitled to 18 weeks paid Grandparent Leave which forms part of an entitlement to 52 weeks unpaid Grandparent Leave.
 - (ii) To be eligible for paid and unpaid Grandparent Leave under this clause, the grandparent must be the person who meets the child's physical needs more than anyone else from the time of birth or adoption.
 - (iii) The period of leave commences at the time of birth or placement of the child and is to be taken in a continuous period.

- (iv) The rate of pay for an employee during the period of paid Grandparent Leave is the normal rate of pay, as defined in subclause (a)(x).
- (v) An employee is to provide at least 10 weeks written notice to the employer in advance of the expected date of commencement of Grandparent Leave.
- (vi) An application for Grandparent Leave must include:
 - (1) a statutory declaration from the employee confirming that they will assume primary caregiving responsibility for the child for the duration of the leave sought; and
 - (2) either:
 - (A) Where the leave is sought in relation to the birth of their grandchild, a certificate from a registered medical practitioner confirming the birth or the estimated date of delivery; or
 - (B) Where the leave is sought in relation their grandchild's adoption, confirmation of the placement from the appropriate government authority;
- (vii) An employee may commence Grandparent Leave prior to providing such notice where, through circumstances beyond the control of the employee, the birth or placement of their grandchild takes place earlier than expected.
- (viii) Only one employee in respect of each newborn grandchild or newly adopted grandchild is entitled to access Grandparent Leave as the Primary Caregiver under this subclause.
- (ix) An employee may only access Grandparent Leave under this clause for such time as they remain the Primary Caregiver for their grandchild.
- (x) An employee's entitlement to access Grandparent Leave under this clause ceases where another person assumes primary care responsibilities for that employee's grandchild.
- (j) Variation of Period of Parental Leave

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

- (2) Any period of parental leave without pay in excess of 20 working days is regarded as leave without pay for accrual purposes, including for annual leave and personal leave but does not break an employee's continuity of service.

(iii) Keeping in Touch Days

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

(l) Transfer to a Safe Job

- (i) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at their present work, the employee is to be transferred to a safe job, if the employer deems it practicable, until parental leave under this clause commences.
- (ii) In circumstances where the employer is unable to provide a safe job for the employee the employee will continue to be paid at the normal rate of pay for the employee's ordinary hours of work for the period of the risk. The period of risk ends with the commencement of parental leave or six weeks before the expected date of birth, whichever is earlier.

(m) Returning to Work After a Period of Parental Leave

- (i) An employee is to notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- (ii) An employee is to notify of their intention to return to work on a part-time basis after a period of parental leave at least 8 weeks prior to the expiration of leave to enable the employer to satisfy the requirements of these provisions.
- (iii) When an employee returns to work after a period of parental leave an employee is entitled to undertake the duties allocated to them immediately before proceeding on parental leave and which the employee would have continued to undertake but for taking parental leave:
 - (1) if an employee who was pregnant was moved to safe duties because of the pregnancy – immediately before the move; or
 - (2) if an employee who was pregnant began working part-time because of the pregnancy– immediately before the part-time work began; or
 - (3) otherwise – immediately before the employee commenced parental leave, except duties for which the employee was in receipt of a higher or more responsible duties allowances, unless the employee resumes those duties upon returning to work.
- (iv) If those duties no longer exist, the employer is to assign similar duties at the same classification, as appropriate, to the employee.

(n) Right to Request

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

(o) Replacement Employees

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

(p) Communication During Parental Leave

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

(q) Lactation Breaks/Facilities

In order that employees can better combine the demands of work and parental responsibilities, an employee is to have reasonable time and access to suitable facilities in the workplace for the purpose of expressing milk, breastfeeding, or any other activity necessary for breastfeeding and expressing in the workplace.

(r) Surrogacy Arrangements

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

(s) Permanent Care Leave

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

permanent parenting order by the Family Court of Australia and will be the Primary or Secondary Caregiver for that child.

3. PERSONAL LEAVE

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

(a) Definitions

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

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

 - (A) have a relationship as a couple; and
 - (B) are not married to one another or related by family.
 - (2) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent (including foster parent step parent or legal guardian), grandparent, grandchild, sibling or step sibling, brother-in-law, sister-in-law, son-in-law or daughter-in-law of the employee or employee's spouse.
- (iv) **'Medical Certificate'** issued by a registered health practitioner is taken to be a medical certificate for the purpose of this clause if it is issued in respect of the area of practice in which the practitioner is registered or licensed under an appropriate law of Australia that provides for the registration or licensing of health practitioners.
- (v) **'Personal Leave'** means leave provided for:
 - (1) personal illness or injury; or
 - (2) to care for members of their immediate family or household who are sick and require care and support; or
 - (3) to care for members of their immediate family or household who require care due to an unexpected emergency
- (vi) **'Statutory Declaration'** means a declaration made in writing according to the requirements of the *Oaths Act 2001* (Tas). It is an offence under section 113

of the *Criminal Code*, as contained in Schedule 1 of the *Criminal Code Act 1924* (Tas), to make a false statement in a Statutory Declaration.

(b) Amount of Personal Leave

- (i) Personal leave is available to an employee, when the employee is absent:
 - (1) due to personal illness or injury; or
 - (2) to provide care or support for a member of the employee's immediate family or household who is ill or injured; or
 - (3) to provide care or support to a member of the employee's immediate family or household due to an unexpected emergency;
- (ii) Personal leave is credited according to length of service. Part-time employees are entitled to personal leave in direct proportion to the number of hours worked compared to full-time employees. Payment for personal leave will only be made for those hours that would normally have been worked had the employee not been on personal leave.
- (i) Personal leave may be taken for part of a single day.

(c) Calculation of Personal Leave Year

- (i) A personal leave year for the purpose of this clause means 12 months of continuous paid employment from the commencement of employment including periods of paid leave.
- (ii) For any period of leave without pay, excluding personal leave without pay, taken by an employee of more than 20 working days in aggregate in any personal leave year the whole of that period is not to count as service for the purpose of calculating the personal leave accrual date.

(d) Aboriginal Family Relationships

- (i) The employer recognises that an Aboriginal employee may have members of their Aboriginal family who are not specified in the definition of 'immediate family' in subclause (a).
- (ii) For the purpose of accessing the provisions of this clause, an Aboriginal employee may substitute 'Aboriginal family' in the place of 'immediate family'.
- (iii) Without limitation, Aboriginal family relationships may include immediate family, extended family, kinship and cultural community relationships.
- (iv) The employer recognises that the concept of family may mean different things to different people within the Aboriginal community and that the definition of the relationships referenced in subclause (d)(iii) may be different for individual employees.
- (v) The provisions of this subclause also apply to casual employees and the entitlement provided pursuant to subclause (p).

(e) Personal Leave for Permanent Employees

An employee is entitled to a maximum accrual of 76 hours in each personal leave year

- (i) Payment for personal leave will only be made for those hours that would normally have been worked had the employee not been on personal leave.
- (ii) An employee is entitled to leave on full pay (excluding shift or weekend allowances, overtime or penalties) where their application complies with this provision.

(f) Accumulation of Personal Leave

- (i) Personal leave accrues progressively during a year of service according to the employee's ordinary hours of work.
- (ii) If the full period of personal leave as prescribed in subclause (b) of this clause is not taken in any personal leave year, the proportion that is not taken is cumulative from year to year without limitation.

(g) Personal Leave Entitlement for Fixed Term Employees

The entitlement to personal leave for an employee who is employed on a full-time fixed term basis is credited in advance after 20 working days of service and:

- (i) provides for 76 hours leave for each full year of service;
- (ii) unused personal leave credits accumulate and carry forward each year;
- (iii) if in any personal leave year personal leave with full pay is exhausted personal leave without pay is available provided the absences are supported by evidence consistent with subclause (m) of this clause;
- (iv) a period of personal leave does not extend the period of employment;
- (v) for employees employed for less than 12 months personal leave is credited in direct proportion of their employment compared to full-time equivalent employment.
- (vi) A fixed term employee who has completed:
 - (1) 12 months continuous service and is likely to complete a further three years' continuous service, as certified by the employer; or
 - (2) four years continuous service;is entitled to personal leave according to subclause (e), as if that employee was a permanent employee.

(h) Change from Fixed Term Employment to Permanent Employment Status

- (i) A fixed-term employee who becomes a permanent employee is entitled to personal leave according to subclause (e), as if the employee had been appointed as a permanent employee on the first day of continuous service and calculations of entitlements are to be made accordingly.

- (ii) A fixed-term employee to whom subclause (h)(i) applies and who otherwise would have received a greater entitlement as a fixed term employee is to receive that entitlement if personal leave in excess of the entitlement of subclause (e) is required.
- (iii) An employee to whom subclause (h)(ii) applies is entitled to personal leave at half-pay and without pay appropriate to their years of service in accordance with subclause (e) if personal leave on full pay is exhausted.

(i) The Effect of Workers Compensation

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

(j) Personal Leave for Personal Injury or Sickness

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

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

- (i) An employee is entitled to use up to a maximum of 73.50 hours of personal leave each year to provide care or support for a member of the employee's immediate family or household who is ill or injured or to provide care or support to a member of the employee's immediate family or household due to an unexpected emergency;
- (ii) By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in sub-clause (k)(i), beyond the limit set out in subclause (k)(i). In such circumstances, the employer and the employee are to agree upon the additional amount that may be accessed

(l) Sole Person Accessing Leave

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

(m) Employee Must Give Notice

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

- (i) As far as practicable an employee absent on personal leave for personal injury or illness (except in exceptional circumstances) must inform the employer of the employee's inability to attend for duty within two hours of commencement time of normal duty on the day of the personal leave absence;

The employee is to state:

- (1) the nature of the injury or illness and;
- (2) the estimated duration of the absence.

- (ii) As far as practicable an employee taking personal leave to provide care or support for a member of the employee's immediate family or household who is ill or injured or to provide care or support to a member of the employee's immediate family or household due to an unexpected emergency is to give the employer:
 - (1) notice prior to the absence of the intention to take leave;
 - (2) the name of the person requiring care or support and their relationship to the employee;
 - (3) the reasons for taking such leave; and
 - (4) the estimated length of absence.
- (iii) If it is not practicable for the employee to give prior notice of the absence, the employee must notify the employer at the earliest opportunity on any day leave is required and provide an estimation of the length of leave required.
- (n) Evidence Supporting Claim
 - (i) When taking personal leave the employee is to provide the employer with evidence acceptable to a reasonable person that the employee was unable to attend duty on the day or days on which personal leave is claimed.
 - (ii) The evidence the employee is required to provide is:
 - (1) for leave on account of personal injury or illness, a medical certificate from a registered health practitioner;
 - (2) for leave to provide care or support to a member of the employee's immediate family, or a member of the employee's household, because of a personal illness or injury affecting the member, a medical certificate from a registered health practitioner stating the person concerned is ill or injured and that such illness or injury requires care or support by the employee;
 - (3) for leave to provide care or support to a member of the employee's immediate family, or a member of the employee's household, due to an unexpected emergency affecting the member, documentation acceptable to a reasonable person stating the nature of the emergency and the care or support required to be provided by the employee;
 - (iii) If it is not reasonably practicable for the employee to give the employer a medical certificate as prescribed in paragraphs (1) and (2) or other acceptable documentation as prescribed in paragraph (3) a statutory declaration made by the employee, stating the circumstances and the reasons for which leave is required is to be provided.
 - (iv) An employee may take up to 5 days of personal leave in any personal leave year without being required to provide evidence in support of their application except where an absence is for 3 or more consecutive days, in which case the requirements of sub-clauses (ii) and (iii) apply.
 - (v) Other than an application for personal leave under sub-clause (iv), an application for personal leave that is not supported by the evidence required under subclauses (n)(i), (ii) and (iii) will not be accepted.

(o) Verification of Personal Leave

- (i) If the employer is not satisfied that an employee has provided evidence that is acceptable to a reasonable person to support an application for a period of personal leave the employer may request the employee to provide a written explanation to verify the application.
- (ii) A request for an explanation by the employer is to specify the area(s) of concern the employer has in sufficient detail to enable the employee to provide a response. The employee will be provided a reasonable opportunity to respond.
- (iii) After considering the employee's response, the employer may:
 - (a) Accept the employee's response as verifying the application; or
 - (b) counsel the employee regarding future applications; or
 - (c) counsel the employee and notify the employee that all applications for personal leave for a specified period must be supported by the evidence requirements of (n)(ii) (i.e. cannot be replaced by a Statutory Declaration); or
 - (d) Direct an employee to undergo a medical examination by a registered health practitioner selected and paid for by the employer, at any reasonable time and place and with reasonable notice, for an assessment of the basis for the employee's application for leave.
- (iv) If the employee is aggrieved at the decision taken by the employer in sub-clause (iii) they may raise a grievance through the Part X (2) – Grievance and Dispute Settling Procedures.

(p) Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, the employee is entitled to take unpaid personal leave to provide care or support for a member of the employee's immediate family or household who is ill or injured or to provide care or support to a member of the employee's immediate family or household due to an unexpected emergency. The employer and the employee are to agree on the period. In the absence of agreement, the employee is entitled to take up to two working days per occasion, provided the requirements of subclauses (m) and (n) are met.

(q) Casual Employees

- (i) Subject to the evidentiary and notice requirements in subclauses (m) and (n) casual employees are entitled to not be available to attend work, or to leave work to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of a personal illness or injury affecting the member; or an unexpected emergency affecting the member.
- (ii) The employer and the employee are to agree on the period for which the employee is entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up

to two working days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

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

4. COMPASSIONATE AND BEREAVEMENT LEAVE

(a) Purpose

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

(b) Definitions

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

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

 - (A) have a relationship as a couple; and
 - (B) are not married to one another or related by family.
 - (2) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent (including foster parent, step parent or legal guardian), grandparent, grandchild, sibling or step sibling, of the employee or employee's spouse.
 - (3) The employer acknowledges that employees may have significant relationships outside of those specified in sub-clause (b)(i) and (ii) and therefore would consider an application for bereavement leave in those circumstances. The amount of any bereavement leave would be at the discretion of the employer.
- (iii) **'Personal Leave Year'** is as specified in Part VII Clause 3(c) of this Award.

- (iv) For the purpose of this clause miscarriage means a spontaneous loss of an embryo or fetus before a period of gestation of 20 weeks.
- (v) For the purpose of this clause a stillborn child is a child:
 - (1) who weighs at least 400 grams at delivery or whose period of gestation was at least 20 weeks; and
 - (2) who has not breathed since delivery; and
 - (3) whose heart has not beaten since delivery.

(c) Entitlement

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

(d) Aboriginal Family Relationships

- (i) The employer recognises that an Aboriginal employee may have members of their Aboriginal family who are not specified in the definition of 'immediate family' in subclauses (b).
- (ii) For the purpose of accessing the provisions of this clause, an Aboriginal employee may substitute 'Aboriginal family' in the place of 'immediate family'.
- (iii) Without limitation, 'Aboriginal family' relationships may include immediate family, extended family, kinship and cultural community relationships.
- (iv) The employer recognises that the concept of family may mean different things to different people within the Aboriginal community and that the definition of the relationships referenced in subclause (d)(iii) may be different for individual employees.
- (v) The provisions of this subclause also apply to casual employees and the entitlement provided pursuant to subclause (h).

(e) Relationship to Other Paid Leave

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

(f) Evidence Requirements

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

(g) Unpaid Compassionate and Bereavement Leave

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

(h) Casual Employees

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

5. RECREATION LEAVE

(a) Entitlement to Recreation Leave

- (i) A full-time employee (other than a casual as defined) accrues 4 weeks of recreation leave each year.
- (ii) Recreation Leave for full-time employees accrues at the rate of 5.85 hours for each fortnight worked.
- (iii) Full-time seven-day shift workers (as defined) are entitled to an additional week of recreation leave per year for each twelve month period of continuous service.
- (iv) A full-time employee with twelve months continuous service who is engaged for part of a twelve monthly period as a seven-day shift worker is entitled to

additional recreation leave for each period the employee is engaged as a shift worker in proportion to the time worked compared to a full-time shift worker.

- (v) Recreation Leave for part-time employees accrues on a pro rata basis in proportion to the hours worked compared to full time employees rate of accrual as specified in (a)(i), (ii), (iii) and (iv).
- (vi) Casual employees (as defined) are not entitled to recreation leave.
- (vii) Where the employer determines to close offices during the period commencing on Christmas Day and ending on New Year's Day (or any other days as may be deemed to be publicly observed as these State Service Holidays by the application of the Statutory Holidays Act 2000), such hours not being Holidays with Pay will be deducted from the employee's recreation leave accrual unless the employee is required to attend for duty.
- (viii) Recreation leave for employees working in the Department for Education, Children and Young People is to be taken during the period between the end of the fourth term and the commencement of the first term in the following year.

PROVIDED that this period may be varied in accordance with the operational requirements of the school or college for employees engaged in caretaking and grounds keeping duties.

(b) Payment for the Period of Recreation Leave

- (i) The rate of salary for an employee during a period of recreation leave is the normal salary rate and any applicable allowances the employee would have received for the ordinary hours of work during the relevant period.
- (ii) An employee before going on leave may elect to be paid in advance the normal salary rate, and any applicable allowances, that the employee would have received for the ordinary hours of work during the relevant period.

(c) Calculation of Continuous Service for the Accrual of Recreation Leave

For the purpose of recreation leave accrual:

- (i) Service is to be deemed continuous for absences from work on account of any paid leave.
- (ii) Any period of leave of absence without pay of more than 20 working days in aggregate in a personal leave year is not to be deemed continuous service unless specified elsewhere in this award.

(d) Management of Recreation Leave

- (i) The Head of Agency (or delegate) is to make such arrangements as are practicable to allow each employee to take recreation leave annually and may, where necessary, cause a roster to be prepared at the commencement of each year allowing recreation leave to the employees in an Agency in respect of that year.
- (ii) Notwithstanding subclause (d)(i) recreation leave is to be taken at a time or times mutually agreed between the employer and employee.
- (iii) The arrangement agreed to between the employee and the employer for the taking of recreation leave is to be adhered to.

(e) Excessive Accrual of Recreation Leave

- (i) A full time employee has an excessive recreation leave accrual if the employee has accrued more than 8 weeks recreation leave; or
- (ii) A full-time seven-day shift worker, who is entitled to an additional week of recreation leave in accordance with clause (a)(iii), has an excessive recreation leave accrual if they have accrued more than 10 weeks recreation leave.
- (iii) If an employee has an excessive leave accrual, the Head of Agency or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

(f) The Head of Agency can Direct that Recreation Leave be Taken

- (i) Where an employee has an excessive leave accrual, and genuine agreement has not been reached to reduce the excessive leave accrual the Head of Agency may give a written direction to the employee to take one or more periods of recreation leave.
- (ii) However, a direction by the Head of Agency under subclause (i) must not:
 - (1) result in the employee's remaining accrued recreation leave being less than 6 weeks;
 - (2) require the employee to take any period of recreation leave of less than 1 week;
 - (3) require the employee to take any period of recreation leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (4) be inconsistent with any recreation leave agreement agreed by the employer and employee.
- (iii) An employee to whom a direction has been given may make a request to take recreation leave as if the direction had not been given. Such request is not to be unreasonably refused.
- (iv) If recreation leave is agreed after a direction is issued and the direction would then result in the employee's remaining accrued recreation leave being less than 6 weeks entitlement, the direction will cease to have effect.
- (v) An employee must take paid recreation leave in accordance with a direction complying with this clause.

(g) The Employee can Direct that Recreation Leave be Taken

- (i) Where an employee has an excessive leave accrual, and genuine agreement has not been reached to reduce the excessive leave accrual, the employee may give a written notice to the employer to take one of more periods of recreation leave.
- (ii) The employee may only give notice under (g)(i) where:
 - (1) The employee has had an excessive leave accrual for more than 6 months at the time of giving notice; and
 - (2) The employee has not been given a direction under clause (f)(i).
- (iii) A notice given by an employee under clause (g)(i) must not:

- (1) result in the employee's remaining accrued recreation leave being less than 6 weeks;
 - (2) Provide for the employee to take any period of recreation leave of less than 1 week;
 - (3) Provide for the employee to take any period of recreation leave beginning less than 8 weeks or more than 12 months after the notice is given'
 - (4) Be inconsistent with any recreation leave agreement agreed by the employer and employee.
- (iv) The Head of Agency must grant paid recreation leave requested by a notice complying with this clause.
- (h) Personal Leave Requirements during Recreation Leave
- (i) An employee who is injured or ill, or is required to care for a member of the employee's immediate family or household while absent on recreation leave may, on written application to the employer, be credited with a period of annual leave equal to the number of working days for which the employee was injured or ill, or required to care for a member of the employee's immediate family or household.
 - (ii) Where, in accordance with subclause (h)(i) above, the employer re-credits an employee with recreation leave, a deduction of that number of days will be made from any personal leave credit to which the employee is entitled.
 - (iii) An application made under subclause (h)(i) of this clause is to be accompanied with a certificate from a registered health practitioner.
- (i) Payment of Accrued Recreation Leave on Termination
- An employee whose employment is terminated will be paid the normal rate of salary and any applicable allowances, the employee would have received for the ordinary hours of work at the time of termination, for any accrued recreation leave.
- (j) Recreation Leave in Advance of Accrual
- (i) An employee should only take the recreation leave they have accrued, unless otherwise provided in this clause.
 - (ii) The Head of Agency may grant an employee a period of recreation leave before the employee has accrued an entitlement to that leave.
 - (iii) Where recreation leave has been granted in advance under (j)(ii) and the employee's employment is terminated before the period of leave taken in advance has been restored by the time worked, the Head of Agency is entitled to deduct the amount of recreation leave yet to accrue from any remuneration payable to the employee upon termination of employment.
- (k) Recreation Leave in One or More Periods
- Recreation leave may be granted and taken in a number of separate periods including the granting and taking of a single day's leave.

(l) Cashing out of Recreation Leave

- (i) An employee and the Head of Agency may agree in writing to the employee cashing out a particular amount of their accrued recreation leave.
- (ii) Each agreement between the employee and the Head of Agency to cash out a particular amount of accrued recreation leave must be by a separate written agreement.
- (iii) The amount of recreation leave to be cashed out cannot result in the employee's remaining accrued entitlement being less than 4 weeks for a day worker, or 5 weeks for a seven-day shift worker, and the employee and employer are to agree on an amount of recreation leave that will be taken by the employee within the next 12 months.
- (iv) The employee is to be paid the amount of salary that would have been payable had the employee taken the leave at the time that it is cashed out.

(m) Cancellation of Approved Recreation Leave by the Employer

- (i) Where the Head of Agency cancels a period of approved recreation leave prior to the period of the leave commencing an employee is entitled to be reimbursed for any financial loss sustained including fares and accommodation.
- (ii) Any claim made by an employee is to be supported by receipts and other appropriate documentation.
- (iii) Any claim made by an employee is to exclude amounts recoverable by way of insurance reimbursements.

(n) Re-call to Work during a Period of Approved Recreation Leave

- (i) Where an employee on approved recreation leave accepts a Head of Agency request to return to work during that period of approved recreation leave, the Head of Agency is to pay all reasonable costs associated with the return to work other than normal fares incurred travelling to and from work.
- (ii) Any claim made by an employee is to be supported by receipts and other appropriate documentation.
- (iii) Where an employee resumes recreation leave the Head of Agency is to meet all costs associated with returning the employee to the place they were located on recreation leave prior to the recall to work.
- (iv) An employee returning to work is to have their recreation leave balance credited by the hours foregone.
- (v) An employee may choose to either take the re-credited recreation leave at the conclusion of the current period of leave or alternatively take the leave at another time.
- (vi) The employee is to take the re-credited leave within a twelve month period.
- (vii) If the employee does not take the re-credited recreation leave within a twelve-month period, unless the employee applies for a further twelve month period to take the re-credited recreation leave, the re-credited recreation leave is to be paid to the employee from the first full pay period commencing on or after 1 December 2022.

6. JURY SERVICE

- (a) An employee required for jury service is to be granted the necessary leave of absence on full pay, and is not permitted to claim jury fees but only those out of pocket expenses (e.g.: parking fees) as determined by the Crown.
- (b) An employee is to advise the employer as soon as the notification is received for the requirement to undertake jury service.
- (c) An employee required for jury service who is on recreation leave is to be credited with the time occupied with the jury service. The employee is to be permitted to take any re-credited recreation leave at the end of the original period of leave or at a later date according to the work demands of the employer.

7. DEFENCE FORCE LEAVE

- (a) A permanent employee who is a part time member of any of the Australian Defence Forces is entitled to authorised leave up to:
 - (i) 10 working days in any leave year to enable the employee to undertake initial training upon becoming a part time member of Australia's Defence Forces; and
 - (ii) 20 working days in any leave year to enable the employee to undertake Defence Force service; and
 - (iii) A further 10 working days in any leave year to enable the employee to undertake additional Defence Force service.
- (b) Prior to proceeding on leave the employee is to provide to the employer a certificate verifying either the obligation or eligibility to attend Defence Force service; and upon completing the period of leave a certificate indicating completion of the service signed for and on behalf of the Australian Defence Forces.
- (c) During the period of authorised leave the employee is to be paid their normal rate of pay except as prescribed in (a)(iii) where the employee is to be paid their normal rate of pay less any amount received by way of salary and /or allowances from the Australian Defence Forces.
- (d) During the period of authorised leave the employee incurs an injury or illness that prevents the employee from resuming normal duty at the conclusion of the period of leave, the employee is to be granted:
 - (i) Leave without pay if the employee receives compensation that is equal to or greater than their normal rate of pay; or
 - (ii) Personal Leave – with [subject to sufficient leave credits being available] or without pay if compensation is not paid
 - (iii) A combination of personal leave with pay, subject to sufficient leave credits being available or without pay and compensation in circumstances where the compensation received by the employee is less than the employee's normal rate of pay.

- (e) A permanent employee who is required to give continuous service as member other than a part time member, of any of Australian Defence Forces, as a result of their:
 - (i) Voluntary enlistment at a time when the Commonwealth of Australia has been declared to be at war; or
 - (ii) Conscription at any time under a law of the Commonwealth of Australia; is to be granted leave, for the period that the employee is required to continuously serve, without pay or on such other terms as the employer may determine.
- (f) The provisions of this clause apply to a fixed term employee who has been engaged continuously for three months, but any period of Defence Force leave does not extend the end date as specified in the instrument of appointment.

Defence Force leave is to count as continuous service. However where the period of absence is in excess of 6 months in any leave year it is not to be taken into account in accruing recreation leave.

8. FAMILY VIOLENCE LEAVE

(a) Purpose of Family Violence Leave

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

- Attending medical/counselling/legal/financial appointments;
- Organising safe housing, child care, or education services;
- Maintaining support networks with children, family and significant others; and
- Undertaking other related activities.

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

(b) Definitions

- (i) **'An employee experiencing family violence'** means a person against whom family violence is directed.
- (ii) **'Family Violence'** is conduct as defined by s.7 of the *Family Violence Act 2004* against a member of an employee's immediate family or household.
- (iii) **'Household'** means any person or persons who usually reside with the employee.
- (iv) **'Immediate family'** subject to subclause (c) in respect of an employee includes:
 - (1) spouse (including a former spouse) of the employee. Spouse means a person who is married or a person who is in a significant relationship within the meaning of the *Relationships Act 2003*.
 A significant relationship is a relationship between two adult persons who:
 - (A) have a relationship as a couple; and
 - (B) are not married to one another or related by family.
 - (2) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent (including foster parent step parent or legal guardian), grandparent, grandchild, sibling or step sibling, brother-in-law,

sister-in-law, son-in-law or daughter-in-law of the employee or employee's spouse.

- (3) The employer acknowledges that employees may have relationships outside of those specified in sub-clause (b)(iii) and (b)(iv) and therefore would consider an application for family violence leave in those circumstances. The amount of any family violence leave would be at the discretion of the employer.

(c) Aboriginal Family Relationships

- (i) The employer recognises that an Aboriginal employee may have members of their Aboriginal family who are not specified in the definition of 'immediate family' in subclause (b)(iv).
- (ii) For the purpose of accessing the provisions of this clause, an Aboriginal employee may substitute 'Aboriginal family' in the place of 'immediate family'.
- (iii) Without limitation, Aboriginal family relationships may include immediate family, extended family, kinship and cultural community relationships.
- (iv) The employer recognises that the concept of family may mean different things to different people within the Aboriginal community and that the definition of the relationships referenced in subclause (c)(iii) may be different for individual employees.
- (v) The provisions of this subclause also apply to casual employees and the entitlement provided pursuant to subclause (k).

(d) Amount of Family Violence Leave

- (i) Family violence leave is paid leave of up to 20 days per personal leave year as specified in Part VII, Clause 3(c) (non-cumulative) and is available to an employee who is experiencing family violence. This leave may be taken in hours.
- (ii) A Head of Agency (or authorised person) may approve paid family violence leave in addition to the family violence leave entitlement prescribed in this sub-clause.

(e) Payment of Family Violence Leave

Family violence leave is paid at the employee's normal salary rate, as defined.

(f) Evidence for Family Violence Leave

- (i) Where practicable, an employee who requests family violence leave is required to satisfy the employer of this request with no reasonable request to be denied for immediate and short-term absences.
- (ii) All reasonable action is to be taken by the employer to protect an employee's identity and maintain their confidentiality and privacy in approving, managing and recording leave under this clause.
- (iii) Any documentation provided by an employee as evidence to support an application for family violence leave is to be returned to the employee without being copied or recorded in any way and no information regarding family violence leave is to be kept on an employee's personnel file without the employee's express written permission.
- (iv) Evidence that may be provided to support an application for leave under this clause includes, but is not limited to, documentation or contact information

(with appropriate authority from the employee) from professional support services such as:

- Safe at Home Service provider (Police, Court Support and Liaison Service, Family Violence Counselling and Support Service, Legal Aid, Magistrates Court);
- Employee Assistance Program (EAP) provider;
- Specialist counselling or refuge service;
- Legal or financial service; or
- Medical/Health practitioner.

(g) Access to Personal Leave

An employee who is providing support to a person who is a member of the employee's immediate family or household and who is, or has been, experiencing family violence, may be granted personal leave according to the provisions of Part VII, Clause 3(i), Personal Leave.

(h) Other Support Options

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

(i) Employee to Give Notice

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

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

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

(j) Contact Officer for Family Violence

- (i) Each Agency is to provide support for employees who are experiencing family violence and to notify employees of the name of the nominated Contact Officer(s).
- (ii) A nominated Contact Officer(s) is to be trained in family violence and related issues such as sensitivity, privacy, raising awareness, providing access to support and referral services, proposing reasonable adjustments to work arrangements, family violence risk assessment and risk management.
- (iii) An employee who is experiencing family violence may seek the support of a nominated Agency Contact Officer, their immediate supervisor, their union delegate or an Agency employee who the employee nominates as their contact person.
- (iv) Where requested by an employee, the Agency Contact Officer or employee nominated contact person is to liaise with the employee's supervisor/manager on the employee's behalf and recommend the most appropriate form of support and management.

(k) Casual Employees

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

9. ABORIGINAL CULTURAL LEAVE

(a) Purpose of Aboriginal Cultural Leave

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

(b) Definitions

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

- (iii) **'Cultural obligations'** for the purpose of this clause may include, without limitation: cultural and ceremonial obligations under Aboriginal lore, customary or traditional law; or family, customary or community obligations.
- (c) Amount of Aboriginal Cultural Leave
- (i) An Aboriginal employee, other than a casual employee, is entitled to leave of up to five days paid leave per personal leave year as specified in Part VII, Clause 3(c)(non-cumulative). This leave may be taken in hours.
 - (ii) Aboriginal Cultural Leave may be taken for part of a single day.
 - (iii) Aboriginal Cultural Leave is credited to an employee on the first day of appointment and will be replaced with a new credit on the date each subsequent personal leave year commences.
 - (iv) Aboriginal Cultural Leave does not accumulate and is not paid out on cessation of employment.
- (d) Payment of Aboriginal Cultural Leave
- (i) Aboriginal Cultural Leave is paid at the normal salary rate which the employee would have received for the ordinary hours of work during the relevant period.
- (e) Notice and Application
- (i) An Aboriginal employee should provide notice to the employer at the earliest reasonable opportunity of their intention to access leave under this clause.
 - (ii) An employee is to make an application to the employer to access Aboriginal Cultural Leave. The application is to include supporting information which relates to the connection between the application and the purpose of this clause.
 - (iii) Where the employer does not approve an application for Aboriginal Cultural Leave, the employer is to provide supporting reasons for the decision in writing to the employee, and if appropriate the employee and employer may discuss alternative arrangements.
- (f) Casual employees
- (i) Casual employees are entitled to leave work or not be available to attend work, for the purposes of this clause.
 - (ii) The employer and an employee are to agree on the period the employee is entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to five days per annum in the circumstances described in sub-clauses (a) and (b).
 - (iii) A casual employee is not entitled to any payment for the period of non-attendance.
 - (iv) The employer must not fail to re-engage a casual employee because that employee has accessed the entitlement provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

10. DISABILITY LEAVE

(a) Purpose

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

(b) Eligibility

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

(c) Entitlement

- (i) An eligible employee is entitled to paid disability leave of up to five days per personal leave year as specified in Part VII, Clause 3(c).
- (ii) Disability leave is non-cumulative and is not paid out on cessation of employment.
- (iii) Disability leave is available from the first day of appointment.
- (iv) Disability leave is credited to an employee on the first day of appointment and will be replaced with a new credit on the date upon which each subsequent personal leave year commences.
- (v) Disability leave is available for the purpose of activities associated with an employee's disability including, but not limited to, any of the following:
 - (1) To attend an appointment with a registered health practitioner.
 - (2) To attend treatment, rehabilitation, therapy or counselling.
 - (3) To attend tests or assessments.
 - (4) To receive delivery of, fitting, repairing, maintaining and undergoing training in use of orthoses, prostheses, adaptive equipment, or other aids.
 - (5) To obtain wheelchair or other equipment or to undertake maintenance or replacement of such equipment.
- (vi) The period of leave accessed by an employee may be greater than the duration of the activity or appointment to facilitate travel time and recovery.
- (vii) Disability Leave may be taken for part of a single day.
- (viii) Disability leave is not to be used as a substitute for an employee's personal leave entitlement provided in Part VIII, Clause 3.

(d) Notice and Evidence Requirements

- (i) An employee is to provide notice to the employer at the earliest reasonable opportunity of the request for leave and the length of leave required.
- (ii) An employee is to make an application to the employer for disability leave accompanied by supporting documentary evidence where appropriate.
- (iii) Documentary evidence may include any of the following:

- (1) A medical certificate from a registered health practitioner operating within their scope of practice;
 - (2) A written referral, issued by a registered health practitioner;
 - (3) A statutory declaration;
 - (4) Other reasonable forms of documentation.
- (e) Rate of payment
 - (i) Disability Leave is paid at the employee's normal salary rate, as defined.
- (f) Effect on other entitlements
 - (i) Employees who are unable to attend work due to illness related to their disability may utilise personal leave.
 - (ii) Disability leave will count as continuous service for all purposes.
- (g) Casual employees
 - (i) Subject to the notice and evidence requirements in subclause (d) casual employees are entitled to leave work or not be available to attend work, for the purposes of this clause.
 - (ii) The employer and an employee are to agree on the period the employee is entitled to not be available to attend work. In the absence of agreement, an employee is entitled to not be available to attend work for up to one working day per occasion.
 - (iii) A casual employee is not entitled to any payment for the period of non-attendance.
 - (iv) The employer must not fail to re-engage a casual employee because the employee has accessed the entitlement provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

11. FOSTER AND KINSHIP CARE LEAVE

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

(c) Entitlement

- (i) An eligible employee is entitled to paid foster and kinship care leave proportionate to the duration of the care arrangement for each application, up to a maximum of 10 days paid leave per personal leave year as specified in Part VII, Clause 3(c).
- (ii) Foster and kinship care leave is non-cumulative and will not be paid out on cessation of employment.
- (iii) Foster and kinship care leave is credited to an employee on the first day of service and will be replaced with a new credit upon the commencement of each subsequent personal leave year.
- (iv) Foster and kinship care leave may be taken as a single day or as a block of days, commensurate with the duration of the caring arrangement.

(d) Notice and Evidence Requirements

- (i) An employee is to make an application to the employer for foster and kinship care leave, accompanied by supporting documentary evidence.
- (ii) Documentary evidence may include:
 - (1) Documents from a recognised government or non-government provider through which the care arrangement is facilitated;
 - (2) Documents from a registered health practitioner;
 - (3) Documents relating to current and previous court orders granting responsibility for a foster child.

(e) Rate of payment

Foster and kinship care leave is paid at the employee's normal salary rate

12. GENDER AFFIRMATION LEAVE

(a) Purpose

- (i) Gender affirmation leave is available to employees to enable them to be absent from duty for the purpose of undertaking activities associated with that employee's process of affirming their gender.

(b) Eligibility

- (i) Gender affirmation leave is available to an employee (other than a fixed-term casual employee) who is undergoing a process of affirming their gender.
- (ii) Employees may affirm their gender in a number of ways, including through medical, social, and legal changes. An employee is not required to be undergoing specific types of changes, including surgery, to access leave under this clause.

(c) Entitlement

- (i) An eligible employee undergoing a process of gender affirmation is entitled to the following, subject to the notice and evidence requirements of this clause:
 - (1) up to 4 weeks paid leave; and
 - (2) up to 48 weeks unpaid leave.

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

- (f) Effect on other entitlements
 - (i) Paid gender affirmation leave will count as service for all purposes.
 - (ii) The total period of gender affirmation leave without pay in excess of 20 working days within a personal leave year is regarded as leave without pay for accrual purposes, including for recreation leave and personal leave but does not break an employee's continuity of service.
- (g) Casual Employees
 - (i) Subject to the notice and evidence requirements in subclause (d), casual employees are entitled to not be available to attend work for the purpose of this clause.
 - (ii) The employer and an employee are to agree on the period the employee is entitled to not be available to attend work.
 - (iii) The employer must not fail to re-engage a casual employee because the employee has accessed the entitlement provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

13. SURROGACY LEAVE

- (a) Purpose
 - (i) Surrogacy leave is available to support an employee who has entered into a formal surrogacy arrangement.
- (b) Definitions
 - (i) **'Eligible casual employee'** means a casual employee employed during a period of at least 12 months, either:
 - (1) on a regular and systematic basis for several periods of employment;
 - (2) on a regular and systematic basis for an ongoing period of employment, and who has, but for the pregnancy, a reasonable expectation of ongoing employment.
 - (ii) **'Employee'** includes full-time, part-time, permanent, fixed term and eligible casual employees (as defined).
 - (iii) **'Normal rate of pay'** means an employee's rate of salary and includes allowances which would have continued to be paid but for taking surrogacy leave.

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

 - (1) the average of the hours worked by the employee over the preceding 12 months or;
 - (2) the actual hours of work at the time of commencement of leave.
- (c) Eligibility
 - (i) Surrogacy leave is available to an employee who has entered into a formal non-commercial surrogacy arrangement to give birth to a child. A formal surrogacy arrangement is one which is entered into in accordance with the *Surrogacy Act 2012* (Tas) (or any successor legislation).

- (ii) An employee must have completed a period of 12 months continuous service to be eligible for surrogacy leave.
 - (iii) An employee eligible for surrogacy leave is not entitled to parental leave in accordance with Clause 2 of this Part.
- (d) Entitlement
 - (i) An eligible employee who has entered into a formal surrogacy arrangement is entitled to up to six weeks paid leave in relation to the birth of a child.
 - (ii) The six weeks paid leave is to be taken in a consecutive period.
- (e) Commencement and Period of Surrogacy Leave
 - (i) Unless otherwise agreed with the employer, an employee is to commence surrogacy leave within six weeks immediately prior to the expected date of birth.
 - (ii) An employee who returns to work within six weeks after the birth of the child is required to provide a medical certificate to the employer stating that the employee is fit to work on their normal duties.
 - (iii) Where an employee has exhausted their paid surrogacy leave entitlement, before six weeks following the birth of the child, the employee may access any accrued recreation leave or long service leave entitlement in accordance with Clause 13(i) of this Part.
 - (iv) Nothing in subclause (e)(iii) will prohibit an employee from accessing personal leave or any other leave entitlement they become eligible for during this period.
- (f) Continuing to work while pregnant
 - (i) An employee who continues to work within the six week period immediately prior to the expected date of birth is required to provide a medical certificate to the employer stating that the employee is fit to work on their normal duties.
- (g) Transfer to a safe job
 - (i) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at their present work, the employee is to be transferred to a safe job, if the employer deems it practicable, until surrogacy leave commences.
 - (ii) In circumstances where the employer is unable to provide a safe job for the employee the employee will continue to be paid at the normal rate of pay for the employee's ordinary hours of work for the period of the risk. The period of risk ends with the commencement of surrogacy leave or six weeks before the expected date of birth, whichever is earlier.
- (h) Rate of Payment
 - (i) The rate of pay for an employee during the period of the paid surrogacy leave is the normal rate of pay, as defined at subclause (b)(iii).
- (i) Surrogacy Leave and Other Entitlements
 - (i) Paid surrogacy leave and unpaid special surrogacy leave will count as continuous service for all purposes.
 - (ii) An employee may access any accrued recreation leave or long service leave entitlements, as well as any other form of leave they become eligible for, in conjunction with surrogacy leave.

(j) Special Surrogacy Leave

- (i) An employee who has not yet commenced surrogacy leave and who suffers an illness related to their pregnancy or is required to undergo a pregnancy related medical procedure is to be granted any paid personal leave to which the employee is entitled and such further unpaid special surrogacy leave as a registered medical practitioner certifies as necessary before their return to work.
- (ii) Where the pregnancy of an employee terminates other than by the birth of a living child, not earlier than 28 weeks before the expected date of birth, the employee is entitled to access six weeks paid surrogacy leave.

(k) Notice and Evidence Requirements

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

PART VIII – UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT

1. PROTECTIVE CLOTHING, EQUIPMENT, TOOLS AND PERSONAL EFFECTS

- (a) An employee required to wear protective clothing, including rubber boots and gloves and wet weather gear, in undertaking duties to be supplied with the protective clothing at the employers cost.
- (b) Clean overalls or coveralls are to be supplied to permanent full time and part time employees at the completion of one month's service.
- (c) An employee supplied with protective clothing or wet weather equipment is to return it prior to ceasing employment if required to do so.
- (d) An employee supplied with protective clothing or wet weather equipment is to return it prior to ceasing employment if required to do so.
- (e) Where, in the performance of an employee's duties, and employee's clothing, spectacles, hearing aids or tools relevant to the work performed are damaged or destroyed compensation is to be made by the employer to the extent of the loss sustained.
- (f) Compensation is not payable in circumstances where an employee is entitled to claim for the loss sustained by way of the *Workers' Rehabilitation and Compensation Act 1988*.
- (g) Special Provisions for Certain Occupational Groups
 - (a) Cleaners, Groundskeepers, Kitchen Assistants and Utility Officers

An allowance of \$473.00 per annum, to be paid no later than 28 February in each year, is to be paid to an employee for the purchase of protective clothing, one pair of safety footwear, and one pair of gumboots (if required to work in water).
 - (ii) Groundskeepers

An allowance of \$74.00 per annum, to be paid no later than 28 February in each year, is to be paid to an employee for the purchase of a wide brim hat, suitable polarised sunglasses or clip on lenses, and ultra violet protection cream to 15+ standard.
 - (iii) Initial Issue

For new employee the allowance is to be paid within one month of their commencement. Employees who commence work between the period 1 March and 31 August in any year are to receive their second payment by 28 February in the following year. Employees who commence work between the period 1 September and 28 February the following year are to receive their second payment in the February of the second year of their service.
- (h) Protective clothing rates are to be adjusted from 1 July each year in accordance with the annual percentage change between March of the previous year and March of the current year as specified in Australian Bureau of Statistics, Tables 3 and 4 CPI: Groups, Weighted Average of Eight Capital Cities, Index Numbers and Percentage Changes – column M (Index Numbers; All groups; CPI; Australia).

PART IX – AWARD COMPLIANCE AND UNION MATTERS

1. RIGHT OF ENTRY FOR UNION OFFICIALS

Right of entry for union officials is in accordance with the provisions of the *Industrial Relations Act 1984* (as amended).

2. WORKPLACE DELEGATES

- (a) Workplace union delegates will have recognition by the employer through:
 - (i) the right to be treated fairly and to perform the role as workplace delegates without any discrimination in employment, and the right to be treated with respect and without victimisation by management representatives.
 - (ii) The right to formal recognition by the employer that endorsed union delegates speak on behalf of union members in their workplaces and that issues raised by delegates will be dealt with promptly and appropriately.
 - (iii) The right to have workplace union structures, such as delegates' and worksite committees, recognised and respected.
 - (iv) The right to represent members on workplace issues.
 - (v) The right to representation on consultative committees, genuine consultation and reasonable access to information about the workplace.
 - (vi) The right to reasonable paid time:
 - (1) to represent the interests of members to the employer;
 - (2) to represent the interests of members in industrial tribunals;
 - (3) to consult with union members;
 - (4) to participate in the operation of the union;
 - (5) to research and prepare prior to all negotiations with management;
 - (6) an opportunity to explain the benefits of union membership to employees including new employees at the time they enter into employment.
 - (vii) The right to call meetings of members and invite non-members to discuss union business.
- (b) Workplace delegates are to have access to facilities, including:
 - (i) where practicable, access to a private room to meet with individual members and perform union business.
 - (ii) reasonable access to telephone, facsimile, post, photocopying, internet and e-mail facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union.

- (iii) the right to place union information on an appropriate notice board in a prominent location in the workplace.
 - (iv) access to information relevant to the workplace and/or workplace issues, including appropriate awards, agreements, statements of duty, departmental and governmental policies and, where available, staff lists.
- (c) Workplace delegates are to have:
- (i) an entitlement to five days paid training leave in any one calendar year to attend union-endorsed union courses and attendance at union conferences.
 - (ii) Recognition that the time associated with travel for country delegates may require additional time to paragraph (i) above.
 - (iii) The skills acquired by an employee undertaking the role of a workplace delegate form part of the evaluation criteria for performance management, salary progression and overall career advancement wherever those identified skills are also required by the classification band of that delegate.
 - (iv) The employee is to notify the employer of the skills acquired and their relevance for the evaluation of performance and for salary progression
- (d) Workplace delegates' roles may extend beyond the workplace and the delegates are to have access to reasonable time:
- (i) to promote union issues, for participation on committees, and to assist delegate development, including paid work in the union office negotiated between the union and the employer on a case by case basis;
 - (ii) for participation in internal union forums and committees (e.g. branch or national conferences). Generally, members are elected to these roles under the registered union rules.
 - (iii) In dispersed or remote workplaces the delegate structure may require co-ordinating delegates and that these delegates may require a greater amount of time to perform their duties.
 - (iv) Delegates will have access to leave without pay for the purposes of working for a union. Any such period of leave will be considered as service for salary increment purposes and is not to constitute a break in service for other purposes. Delegates will be entitled to undertake the duties which they undertook immediately before taking up such positions with the union.

3. NOTICEBOARD

The employer is to permit a notice board of suitable size to be erected in its work locations to facilitate communication on work place issue between employees and/or their unions.

4. RECORDS OF EMPLOYMENT

The employer is to maintain records of employment as required by section 75 of the *Industrial Relations Act 1984*.

**PART X – CONSULTATION AND CHANGE: GRIEVANCE AND DISPUTE
RESOLUTION**

1. CONSULTATION AND CHANGE

- (a) Where an Agency proposes major changes in work arrangements and practices that are likely to have significant effects on employees the Agency is to notify the employees who may be affected by the proposed changes and the relevant union/s prior to the implementation of any changes.
- (b) Major change in work arrangements and practices that are likely to have significant impact on employees include those matters that may be directly linked to public sector restructuring processes including amalgamations and the implementation of new technologies, systems and workplace practices that improve productivity and efficiency and the quality and quantity of organisational outcomes.
- (c) The employer is to consult with the relevant employees and relevant union/s to discuss the introduction of any changes referred to in subclause (b) and the effects the changes are likely to have on employees and measures proposed to avoid or reduce the adverse effects of such changes on employees.
 - (a) For the purposes of this clause, consultation is not simply advice on what is about to happen. Consultation is providing the employee(s), union(s) or other relevant persons, with genuine opportunity to influence the decision or decision maker. Consultation is not joint decision making or a barrier to the prerogative of management to make decisions. The employee(s), union(s), or other relevant persons must be given a reasonable opportunity to suggest alternative proposals in a timely manner. The employer is to give proper consideration to any alternative proposals, and communicate these considerations to the proposer(s).
 - (b) A register of changes made by the Agency following the processes of this clause is to be maintained by the employer.

2. GRIEVANCE AND DISPUTE SETTLING PROCEDURE

- (a) When a possible dispute or grievance arises the employee(s) should in the first instance discuss the issue(s) with their immediate supervisor.
- (b) The employee(s) may choose to be represented or assisted with the issue(s) by a workplace union delegate or by another person.
- (c) If the meeting is not resolved a further discussion is to be arranged between the employee and more senior level of management.
- (d) Should discussions fail to resolve the grievance /dispute, the issue(s) may be referred to the appropriate union (if applicable) and to management representatives.
- (e) If the issue(s) remains unresolved, either party may refer the dispute /grievance to the Tasmanian Industrial Commission for conciliation /arbitration and settlement.
- (f) Whilst a dispute/grievance is being dealt with through this process the status quo will remain and work will continue without disruption.
- (g) However where a safety issue is involved immediate priority will be given to the resolution of it having regard to recognised safety standards and relevant legislation.

This may involve the cessation of work where an employee's safety is at immanent risk.

- (h) Further the operation of this clause does not remove or lessen the right of an employee to seek redress through the provisions of the *State Service Act 2000* or any other applicable legislation.



20 June 2023

PREAMBLE

This Appendix shall apply to employees employed within the Department of Education.

It is agreed that neither party shall make any claim to alter the terms of this appendix during its life nor base any future claim in relation to wages and/or conditions arising out of any matter contained in this agreement. Provided that nothing in this preamble shall be interpreted so as to prevent either party from seeking to review the agreement from 1 March 1997.

1. ARRANGEMENT

<u>SUBJECT MATTER</u>	<u>CLAUSE NO</u>
Arrangement	1
Utilisation of Resources	2
Attachment A	

2. UTILISATION OF RESOURCES

Resources shall be allocated to premises for the purpose of cleaning, groundskeeping and kitchen assistant duties - which shall be generally identified as duties of a school attendant - in accordance with Attachment A. The aggregate labour entitlement of each school shall be expressed as full-time equivalent (FTE) employees.

During the absence of employees, relief will be engaged in accordance with Attachment A, Paragraph 4.

Such resources shall be directly employed by the employer and shall not be employed by any contractor, sub-contractor, franchisor or other indirect employer. Nor shall the resources be provided directly by any contractor, sub-contractor, franchisor or any other indirect source of labour.

PROVIDED that schools and colleges currently cleaned on a contract basis are excluded from this appendix in respect of cleaning functions. The use of contract cleaning at these sites will, however, be reviewed by the parties on a case-by-case basis, having regard to the ability of employees employed by the Department under this award to undertake the same task at a comparable cost, before existing contracts are renewed.

ATTACHMENT A: UTILISATION OF RESOURCES

1. CLEANING:

- (a) the utilisation of resources for cleaning shall be based on one hour for each 42.7 square metres to be cleaned. The priority of work will be determined by the Principal or Officer-in-Charge in consultation with cleaning staff;
- (b) The area to be cleaned shall be determined by an external measurement of the building, discounted by a factor 5 percent in respect of wall cavities etc. (the discount factor shall be reviewed within six months of the agreement coming into operation);
- (c) Internal uncovered courtyards shall be excluded from the measurement;
- (d) A measurement for each site shall be determined by a joint Department of Education and The Arts/ Union team. This team will have the discretion to consider special cases.

2. GROUNDSKEEPING

- (a) The utilisation of resources for groundskeeping shall be based on the area to be maintained and the school enrolment as set out in the chart hereunder.

Area	School Enrolment			
Hectares	(GRP 1) 451 & over FTE	(GRP 2) 251-450 FTE	(GRP 3) 101-250 FTE	(GRP 4) Up to 100 FTE
1	22.5	17.5	12.5	10
1.5	25	20	15	10
2	27.5	22.5	17.5	12.5
2.5	30	25	20	15
3	32	27.5	22.5	
3.5	40	30		
4	40	32		
4.5	40	40		

- (i) Hours expressed in 40 hour week terms.
- (ii) Base of formula is an area loading (first hectare 7.5 hours plus 2.5 hours for each additional half hectare) and an enrolment loading (Grp 1 - 15 hours; 2 - 10 hours; 3-5 hours; 4-0 hours)
- (iii) Minimum allocations:

High Schools and Colleges 1 FTE

Other schools 10 hours
- (iv) Upper allocation limits of: Grp 1 - 40 hours; 2 - 40 hours; 3 - 22.5 hours; 4 - 15 hours.

- (b) Where special circumstances exist (such as a campus being located on more than one site) the resource requirement shall be considered on a case-by- case basis.

3. KITCHEN ASSISTANTS

- (a) An allocation of 1130.5 hours shall be distributed between schools.

(i) High Schools

New Town 0.00 kitchen hours

Scottsdale 23.50 kitchen hours

Bridgewater; Brooks; Burnie; Claremont; Clarence; Cosgrove; Deloraine; Devonport; Exeter; Geilston Bay; George Town; Huonville; Kings Meadows; Kingston; Latrobe; Murray; New Norfolk; Parklands; Penguin; Prospect; Queechy; Ravenswood; Reece; Riverside; Rokeby; Rose Bay; Rosetta; Smithton; Taroona; Ulverstone and Wynyard 26.50 kitchen hours.

Ogilvie 53.00 kitchen hours.

High Schools sub total 898.00 hours

(ii) District High Schools

Bothwell; Bruny Island; Campania; Dover; Flinders Island; Geeveston; Ouse; Roseberry; Savage River and Yolla 0.00 kitchen hours.

Tasman 11.50 kitchen hours.

Campbell Town; Glenora; Oatlands; and Triabunna 13.50 kitchen hours.

St Marys 18.50 kitchen hours.

Cressy; King Island; and St Helens 20.00 kitchen hours.

Sheffield and Sorrell 26.50 kitchen hours.

District high School sub total 232.50 hours

Grand Total 1130 hours.

- (b) This allocation shall be subject to periodic review by the Department of Education and the Arts, having regard to the educational program of affected schools;
- (c) The allocation of hours for kitchen assistant duties does not include time for the general cleaning of domestic science areas. The utilisation of resources for this purpose shall be included in the allocation for cleaning in accordance with paragraph 1.

4. RELIEF

Relief will be engaged where there is an absence, or expected absence, of an employee of one working day or more. Relief will not be engaged in the following circumstances:

- (a) Where the absence does not reduce the labour allocation below the level determined in accordance with this appendix;
- (b) During other periods of the school terms when facilities are not used due to students being absent from the school or college;
- (c) For groundskeeping positions or the groundskeeping component of positions, fifty per cent of the absence where that absence occurs between 1 May and 30 September in any year.

Appendix B

The following table shows where the subject matter within the Facility Attendants (Tasmanian State Service) Award No.3 of 2013 (Consolidated) is found in this Facility Attendants (Tasmanian State Service) Award No.4 of 2013 (Consolidated).

Facility Attendants Award Restructure Guide		
Previous Clause	Previous Title	New Part and Clause
1	Title	Part I - Application and Operation of the Award, Clause 1
2	Scope	Part I - Application and Operation of the Award, Clause 2
3	Arrangement	Part I - Application and Operation of the Award, Clause 3 Index
4	Date of Operation	Part I - Application and Operation of the Award, Clause 4
5	Supersession and Savings	Part I - Application and Operation of the Award, Clause 6
6	Award Interest	Part I - Application and Operation of the Award, Clause 5
7	Definitions	Part I - Application and Operation of the Award, Clause 7
8.1	Calculation for the Payment of Salary	Part II – Salaries and Related Matters
8.1(a)	Calculation of Fortnightly Salary	Part II – Salaries and Related Matters, Clause 1
8.1(b)	Calculation of Hourly Rate for Part-Time Employees	Part II – Salaries and Related Matters, Clause 1
8.1(c)	Advice of Pay Details	Part II – Salaries and Related Matters, Clause 2
8.1(d)	Payment of Termination of Employment	Part II – Salaries and Related Matters, Clause 2
8.1(e)	Supported Wage System for Persons with Disabilities	Part II – Salaries and Related Matters, Clause 6
8.1 (f)	Tasmanian Minimum Wage	Part II – Salaries and Related Matters, Clause 4
8.2	Classification Descriptors	Part III – Classification and Related Matters
	Education Facility Attendant Level 1	Part III – Classification and Related Matters
	Education Facility Attendant Level 2	Part III – Classification and Related Matters
	Education Facility Attendant Level 3	Part III – Classification and Related Matters
	Education Facility Attendant Level 4	Part III – Classification and Related Matters
8.3	Salaries	Part II – Salaries and Related Matters, Clause 3
9	Allowances	Part IV – Expense and Other Allowances
9(a)	First Aid Certificate	Part IV – Expense and Other Allowances, Clause 3
9(b)	Window Cleaning at Height	To be deleted

9(c)	Washing of Articles	To be deleted
9(d)	Cleaning of Toilets	Part IV – Expense and Other Allowances, Clause 6
9(e)	Incinerators/Furnace Work	To be deleted
10	Recreation Leave	Part VII – Leave and Holidays with Pay, Clause 5
11	Call Back	Part V – Hours of Work, Clause 6
12	Bereavement Leave	Part VII – Leave and Holidays with Pay, Clause 4
13	Contract Employment of	Part I - Application and Operation of the Award, Clause 9
13 (c)	Abandonment of Employment	Part I - Application and Operation of the Award, Clause 10
14	Holidays with Pay	Part VII – Leave and Holidays with Pay, Clause 1
15	Hours of Work	Part V – Hours of Work, Clause 1
16	Parental Leave	Part VII – Leave and Holidays with Pay, Clause 2
17	Overtime Meal Allowances	Part V – Hours of Work, Clause 5
18	Overtime	Part V – Hours of Work, Clause 4
19	Payment of Wages	Part II – Salaries and Related Matters, Clause 2
20	Grievance and Dispute Resolution	Part X – Consultation and Change: Grievance and Dispute Resolution, Clause 1
21	Rest Period	Part V – Hours of Work, Clause 7
22	Right of Entry for Union Officials	Part IX – Award Compliance and Union Matters, Clause 1
23	Personal Leave	Part VII – Leave and Holidays with Pay, Clause 3
24	Sunday and Holiday Work	Part V – Hours of Work, Clause 8
25	Travelling Time and Expenses	Part V – Hours of Work, Clause 9
26	Special Provisions Relating to Student Hotel Employees	Part VI – Special Provisions, Clause 1
27	Special Provisions Relating to the Department of Education	Part VI – Special Provisions, Clause 2
28	Jury Service	Part VII – Leave and Holidays with Pay, Clause 6
29	Defence Force Leave	Part VII – Leave and Holidays with Pay, Clause 7
30	Consultation and Change	Part X – Consultation and Change: Grievance and Dispute Resolution, Clause 1
31	Workplace Delegates	Part IX – Award Compliance and Union Matters, Clause 2
32	Notice Board	Part IX – Award Compliance and Union Matters, Clause 3
33	Records of Employment	Part IX – Award Compliance and Union Matters, Clause 4

34	Protective Clothing, Equipment, Tools and Personal Effects	Part VIII – Uniforms, Protective Clothing and Equipment, Clause 1
35	Employment Categories	Part I - Application and Operation of the Award, Clause 8
36	Superannuation	Part II – Salaries and Related Matters, Clause 5
37	Salary Sacrifice by Employees	Part II – Salaries and Related Matters, Clause 7
38	District Allowance	Part IV – Expense and Other Allowances, Clause 1
39	Travel Allowances	Part IV – Expense and Other Allowances, Clause 2
Appendix A	Department of Education	Appendix A
	Restructure Table	Appendix B

APPENDIX C

This Appendix C applies to employees employed as student hostel employees as defined. It is agreed that the appendix resolves all existing claims by the parties.

Special provisions relating to student hostel employees

Definitions:

'Sleepover' means where an employee assigned student hostel duties remains at the Student Hostel between the hours of 11.30 pm and 7.30 am the following morning to Sleepover and is responsible for student hostel boarder(s).

'Student Hostel Employee' means an employee (whose job is described as matron, assistant matron, caretaker or housekeeper).

1. Conditions of Employment for Student Hostel Employees

- 1.1 The conditions of employment for student hostel employees shall; to the extent of inconsistency with the provisions of this Award, be regulated by the provisions of this Appendix, in place of the conditions otherwise provided in this Award.

2. Ordinary Hours of Work

- 2.1 The ordinary hours of work shall not be more than 8 hours on any one day unless otherwise provided in this Appendix C.
- 2.2 The ordinary hours of 38 per week shall be worked on 5 consecutive days, unless otherwise mutually agreed.
- 2.3 The spread of ordinary hours for student hostel employees is 6:30am to 7:30pm.

3. Implementation of 38 hour week

- 3.1 Student Hostel Employees other than casuals may by agreement with the employer work the 38-hour week in one of the following work patterns:
 - 3.1.1 by working less than 8 ordinary hours each day; or
 - 3.1.2 by working less than 8 ordinary hours on one or more days each week; or
 - 3.1.3 by fixing one weekday on which all employees will be rostered off during a particular work cycle; or
 - 3.1.4 by rostering employees off on various days of the week during a particular work cycle so that each employee has one day off during that cycle.
- 3.2 In each work place, an assessment should be made as to which method of implementation of the 38 hour week best suits the workplace and the proposal shall be discussed with the employees concerned, the objective being to reach agreement on the method of implementation.
- 3.3 In the absence of agreement at workplace level, the method provided in 3.1.4 of this Appendix C shall be the method of implementation in that workplace.

4. Averaging of Payment

- 4.1 Where the method of implementation adopted is in accordance with subclause 3.1.3 or 3.1.4 of this appendix the salary paid each week for ordinary hours shall be paid so that in each week when 40 hours is worked, 2 hours pay shall be kept in hand and paid to the employee on the pay week that the Rostered Day Off occurs to enable an averaging of payments for ordinary time to occur.

5. Accumulation of Rostered Days Off

- 5.1 Accumulated rostered days off are to be taken during the first, second, third and fourth term of school holiday periods on a 3-3-3-3 basis. Employees who are not required to take recreation leave at the end of the fourth term or during the first, second or third term school holiday period (such as those employees attached to tertiary education facilities such as TAFE), shall use accumulated rostered days off in place of recreation leave between Christmas and New Year and/or the end of fourth term and the start of the next year's first term, or as mutually agreed between the manager and employee.

6. Work on Rostered Day Off

- 6.1 Where an employee works on a rostered day off arising from 3.1.3 and 3.1.4, not being a day the subject of an agreement pursuant to 3.2 that day shall be deemed to be overtime and paid in accordance with Part V Clause 4 – Overtime of this Award.

7. Payment of Rostered Normal Hours

- 7.1 Student Hostel Employees receive payment at the appropriate classification of the relevant Award/Agreement (presently Attendant Level 4 as provided by Part II, Clause 3 - Salaries) of this Award inclusive of shift premium relating to employment status (for example. working a split/broken shift or a shift finishing after 10.00 pm) for rostered normal hours notwithstanding those hours are rostered outside the spread of ordinary hours (6:30am to 7:30pm). The intention of this clause is to make it clear that overtime provided by Part V Clause 4 – Overtime of this Award will not be payable for normal rostered work outside the spread of ordinary hours (6:30am to 7:30pm Monday to Friday) unless; with approval of the manager, eight hours work is exceeded or the employee is required to work on a rostered day off as provided by Clause 6 of this Appendix.

8. Mixed Functions

- 8.1 An employee engaged for more than 3 hours in any one day on duties carrying a higher rate than the employees' ordinary classification shall be paid the higher rate for the whole of such day.

9. Rostered Days Off

- 9.1 Each employee shall have at least 2 consecutive days off in each week other than rostered days off arising out of Clause 3.1 of this Appendix C. The days off shall operate from the finishing time of work on the day immediately preceding the days off and until starting time on the day when work is to be resumed.
- 9.2 The days off shall be rostered and shall not be altered except by mutual agreement between the employer and the employee.

10. Shift Premiums

- 10.1 Where in a day, a shift is worked in 2 periods, a premium of 15 per cent shall be paid, together with an excess fares allowance of \$6.60; providing that the period of a meal break as prescribed in Clause 14 of this Appendix C shall be deemed to be a continuation of a shift.
- 10.2 In no circumstances shall an employee be required to work a shift in more than 2 periods.
- 10.3 Student hostel employees who receive a salary rate inclusive of a shift premium (i.e. working a split/broken shift or a shift finishing after 10.00 pm) as provided by this Award or relevant Agreement are not entitled to the premium of 15% provided in Clause 10.1 of this Appendix, or overtime payment, for normal hours of work within and outside the spread of ordinary hours (6:30 am to 7:30 pm).

11. Saturday, Sunday and Holiday with Pay Work

- 11.1 Student hostel employees working ordinary hours on a Saturday shall be paid at the rate of time and a half.
- 11.2 Student hostel employees working ordinary hours on a Sunday shall be paid at the rate of double time.
- 11.3 Work performed on a prescribed Holiday with Pay is paid at the rate of double and a half time.

12. Stand-down During School Holidays

- 12.1 The provisions of Part VII Leave and Holidays with Pay, Clause 5 – Recreation Leave of this Award will not apply where the employer elects to allow employees school or term holidays each year, provided that the employer:
- 12.1.1 provides such employees with not less than 10 full weeks recreation leave per calendar year;
- 12.1.2 pays them for such leave at a rate not less than 2/3 their normal rate of pay;

- 12.1.3 pays them an additional amount at the appropriate rate for any day during such leave period on which they come in and work;
- 12.1.4 where an employee's employment terminates prior to receiving the full leave provided under this subclause, he/she shall not receive less than an amount of pro rata recreation leave payments equal to the proportion of the school year during which he/she has worked.

13. Sleepover Allowance

- 13.1 In addition to the provision of free board and lodging for sleepovers as provided for in Clause 15 of this Appendix, where a Student Hostel Employee is required by the Employer to sleepover, they are to be paid an allowance of \$50.00 per sleepover occasion in full compensation for the sleepover period. In the event that the Student Hostel Employee is recalled to work during the sleepover period there is to be no extra payment to be made for any work when recalled, or during the sleepover period.

14. Meal Breaks

- 14.1 Employees shall be allowed a rest period of 10 minutes without loss of pay after each 3 hours of consecutive work.
- 14.2 An unpaid meal interval of not less than 30 minutes or more than one hour shall be allowed to an employee after each 5 hours worked.

15. Board and Lodging

- 15.1 The amount that may be deducted from the salary herein prescribed for board and/or lodging shall be \$25.00 per week and the amount that may be deducted where meals are provided shall be \$3.00 per week.
- 15.2 Employees classified student hostel employees shall be provided with free board and lodging if required by the employer to live on the premises during each weekly rostered period.

16. Breakages

- 16.1 An employer shall not charge a sum of money against or deduct from the wage of an employee in respect of breakages of crockery or other utensils except in the case of misconduct.