

TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984
s23 application for award or variation of award

Tasmanian Trades and Labor Council
(T13142 of 2008)
Private Sector Awards

Minister administering the *State Service Act 2000*
(T13143 of 2008)
Public Sector Awards

FULL BENCH:

PRESIDENT P L LEARY
DEPUTY PRESIDENT P C SHELLEY
COMMISSIONER T J ABEY

Wage Rates – State Wage Case 2008 – applications to vary private and public sector awards – Private Sector Awards – Public Sector Awards, other than named awards - award wage rates to be increased by \$19.00 per week - wage related allowances to be increased by 3.1% – meal allowance increased to \$14.60 - State Minimum Wage rate determined at \$546.10 - s.35(1)(b) – operative date ffpp 1 August 2008

COMMUNITY AND HEALTH SERVICES (PUBLIC SECTOR) AWARD

ORDER BY CONSENT -

**No. 4 of 2008
(Consolidated)**

AMEND THE **COMMUNITY AND HEALTH SERVICES (PUBLIC SECTOR) AWARD** BY DELETING ALL CLAUSES CONTAINED THEREIN AND INSERTING IN LIEU THEREOF THE FOLLOWING; AND THE AWARD IS CONSOLIDATED:

PART I – APPLICATION AND OPERATION OF THE AWARD

1. TITLE

This award shall be known as the "Community and Health Services (Public Sector) Award".

2. INDEX

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3. SCOPE

This award is established in respect of employees, within the meaning of the Tasmanian *State Service Act 1984*, employed in the Department of Community and Health Services, who occupy positions which require the performance of operational, clerical and administrative, technical or professional work as defined by the classification standards contained in this award.

No other award of the Tasmanian Industrial Commission shall apply to employees of the Department of Community and Health Services, with the following exceptions:

- (a) Medical Practitioners (Public Sector) Award;
- (b) Dental Employees Award;
- (c) Tasmanian Ambulance Service Award.

4. DATE OF EFFECT

This award shall have effect from the first full pay period to commence on or after 1 August 2008.

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

5. SUPERSESSION AND SAVINGS

This award supersedes the Community and Health Services (Public Sector) Award No 2 of 2008 (Consolidated) and No. 3 of 2008.

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

6. AWARD INTEREST AND PARTIES BOUND

- (a) The following employee organisations have an interest in this award under Section 63(10) of the Act:
 - (i) the Health Services Union of Australia, Tasmania No. 1 Branch;
 - (ii) The Community and Public Sector Union (State Public Services Federation Tasmania) Inc;
 - (iii) the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia.

- (b) This award is binding upon:
- (i) the Minister administering the *State Service Act 2000* in relation to all employees covered by this award;
 - (ii) all employees covered by this award.

7. DEFINITIONS

General Definitions

'Afternoon shift' means a shift terminating after 6.00pm and at or before midnight.

'Casual employee' means a person who is employed as a temporary employee whether full-time or part-time, with a detailed contract for a period not exceeding one calendar month to provide relief as required.

'Cup Day' means not more than one full day or less than one-half day holiday which shall be observed on the days specified in accordance with the proclamation of the local 'Cup Day' holidays, appearing in the Tasmanian Government Gazette in accordance with the provisions of the *Bank Holidays Act 1919* having regard to the municipalities declared therein and the period of observance of the holiday within such declared municipalities.

'Day worker' means an employee whose normal hours of duty fall between the hours of 7am and 5.30pm, Monday to Friday (subject to the provisions of Part V, Clause 1 - Hours of Work - Day Worker).

'Day shift' means a shift commencing at or after 6.00am and terminating at or before 6.00pm and is worked in accordance with a roster and includes Saturdays and Sundays.

'Employer' means the Minister for Public Sector Administration.

'Employee' means a person permanently, temporarily or on a casual basis, employed under the provisions of the Tasmanian *State Service Act 1984*.

'Head of Agency' means the Secretary of the Department of Community and Health Services and his/her delegated representative.

'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.

'Night shift' means a shift commencing at or after 4.00pm and before 6.00am.

'Overtime' means work performed outside the ordinary hours of duty.

'Part-time employee' means an employee engaged to regularly work for less hours per day or week than those prescribed for full-time employees.

'Relevant award rates' means the ordinary rate specified for the appropriate classification, the appropriate level and the appropriate year of employment applicable to an employee as specified in Part III, Clause 1 - Salaries of this award.

'Roster' means a work pattern designed for a specific work area for all work performed outside the spread of ordinary hours contained in Part V, Clause 1 - Hours of Work - Day Worker excluding work performed outside the spread of hours and paid in accordance with Part V, Clause 3 - Overtime - Other Than Shiftworkers.

'Rostered shift' means a shift of which the employee concerned has at least 48 hours notice.

'Shift work' means work performed in accordance with a roster and may include day shift, afternoon shift, night shift and Saturdays and Sundays.

'Shiftworker' means an employee who works in accordance with a roster.

'Show Day' means not more than one local show day observed on an employee's ordinary working day, other than a Saturday or a Sunday, in the city, town or district in which the employee is employed; or such other day which, in the absence of such a local show day, is agreed on by the employee and the employer.

'Temporary employee' means a person engaged by the employer to relieve a full-time or part-time employee for specific periods of leave or temporarily for specific duties over a fixed term period determined by the employer.

'Union' means the relevant registered organisation listed in Part 1, Clause 6 - Award Interest and Parties Bound of this award.

'Year of service' shall mean 12 months of employment including rostered days off, holidays with pay, paid annual leave and paid personal leave.

PART II – CONDITIONS OF EMPLOYMENT

1. CONTRACT OF EMPLOYMENT

- (a) Except as otherwise provided by the *State Service Act 1984*, employment shall be by the fortnight. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the fortnight.
- (b) An employee (other than a casual employee) willing to work, who works for less than a full working fortnight, shall be entitled to a full fortnight's wages.
- (c) Employment shall be terminated by two weeks notice given by either side or by the payment or forfeiture of two weeks wages as the case may be. This shall not affect the right of the employer to dismiss an employee for serious misconduct or serious neglect of duty, in which case wages shall be paid up to the time of dismissal only.

2. ABANDONMENT OF EMPLOYMENT

Where an employee is absent from work without justifiable cause for more than 14 days without notifying the Head of Agency of the reason for that employee's absence from work, it shall be considered on face value that the employee has abandoned his/her employment. Service shall be deemed to have ceased from that time (ie 14 days from the first day of absence).

3. CLASSIFICATION STANDARDS

- (a) Operational Employees

A position falling within the scope of this classification shall have assigned to it a level determined in accordance with the following classification standards:

Level 1

Training programme and classification standards to be jointly developed.

Level 2

- Involves work at a basic level in one functional area;
- An employee who has satisfactorily completed induction training;
- Works under direct supervision, generally with assistance from a more experienced employee;
- Undertakes routine tasks in an environment in which the routines and work methods are well established;
- May be required to operate basic equipment.

Level 3

- Works under regular supervision either individually or in a team;
- Performs a wide range of tasks within one functional area requiring training;
- Exercises minimal judgment in how tasks are to be performed and determines priorities to a limited extent;
- May be required to operate equipment;
- May be required to assist less experienced employees;
- Exercises good interpersonal and communication skills.

Level 4

- Works under general supervision either individually or in a team environment in a position requiring training;
- Performs a variety of tasks across more than one but no more than three functional area(s);
- Exercises judgment in how tasks are to be performed;
- May be responsible for supervising staff or leading a team engaged in a variety of routine, manual tasks, including assignment and quality control of work for staff working below Level 4;
- Exercises good interpersonal and communication skills;
- Exercises specialist skills over and above those required in Level 3.

Level 5

- Works under general supervision, either individually or in a team environment performing a variety of tasks requiring knowledge of standardised practices and procedures for the work area and requiring skills obtained through considerable training and experience;
- Under general direction supervises a significant number of staff engaged in a variety of manual tasks across more than one functional area; OR
- Provides routine assistance to technical and/or professional staff requiring a limited level of technical knowledge; OR
- Operates plant and equipment requiring skills acquired through considerable training or experience;
- Exercises judgment in deciding how tasks are to be performed;
- Exercises good interpersonal and communication skills.

Level 6

- Works under general supervision either individually or in a team;
- Performs trade work requiring trade certificate qualifications or work requiring an equivalent level of skill; OR
- Under general supervision, operates vehicles/equipment requiring a high level of operational skill; OR
- Supervises a large number of non trade staff, or a number of non trade work teams that may be multi skilled in function;
- Exercises independent judgment in deciding how tasks are to be performed;

- Exercises good interpersonal and communication skills.
- Able to apply quality control techniques to own work and to the work of other staff.

Level 7

- Under general supervision either individually or in a team environment, performs trade work requiring a high level of trade skill, employs initiative and judgment above that undertaken at the trades level; OR
- Under limited direction, operates vehicles/equipment requiring an advanced level of skill; OR
- Under limited supervision, supervises, plans and co-ordinates the work of small work teams or controls the operations of an organisational element of a program which undertakes predominantly a variety of manual tasks.
- A person in a supervisory role at this level could be expected to exercise initiative and judgment in solving day to day operational problems including:
 - * estimating and ordering
 - * work prioritising
 - * staffing control and training
 - * maintenance of records and basic reporting.

Level 8

- Under limited supervision, either individually or in a team environment undertakes special class trade work, employs an independent approach and a high degree of initiative. These tasks may encompass the provision of trade and equivalent level guidance and assistance to other members of a work team; OR
- Under administrative supervision, takes charge of an occupational group of staff engaged in a wide range of activities normally within a work stream and is responsible for a range of functions including: implementation of quality control, training and/or teaching, staff recruitment, estimation of costs, preparation of orders, and setting of and review of procedures; OR
- Under administrative supervision, takes charge of and carries out maintenance and repair of government owned and/or leased buildings and residences together with associated services and equipment, and develops: plans, schedules, and cost preventive maintenance programmes.
- A person at this level in a supervisory role could be expected to exercise a high degree of initiative and judgment in solving day to day problems including:
 - * staff training and/or teaching;
 - * estimating and ordering;
 - * work prioritising;
 - * overseeing records maintenance and preparation of
 - * minor reports; OR
 - * as a specialist make recommendations and/or implement alternative methods of approach to complex operational problems.

Level 9

- Under limited supervision, either individually or in a team environment, supervises a large group of trades and/or non-trades staff in more than one field employed on a varied range of more complex operational equipment or projects; OR
- As an advanced engineering tradesperson under limited supervision, performs work beyond the special class tradesperson involving intricate systems and designs; OR
- Under administrative supervision, takes charge of and carries out maintenance and repair of government owned and/or leased buildings and residences together with associated services and equipment and develops: plans, schedules and costs preventive maintenance; OR
- Under general supervision, inspects houses to determine repair and maintenance requirements and estimate the costs of such requirements; OR
- Under administrative supervision, exercises direct and indirect control over a large group of staff, including subordinate supervisory staff, undertaking a varied range of work within a stream;
- Dual qualified tradesperson;
- A person at this level in a supervisory role would be expected to exercise a high degree of initiative, judgment and flexibility in solving complex trade related problems including:
 - * co-ordination of resources
 - * overseeing training
 - * estimation of costs
 - * arranging recruitment
 - * oversight safety measures
 - * review work methods and oversee quality control

OR as an inspector carry out inspections of valuable assets and ensure they meet quality standards, approve completed jobs;

OR as an advanced engineering tradesperson make recommendations and/or implement alternative methods of approach to complex operational problems using a high level of initiative.

Level 10

- Under limited direction, controls three or more significant groups of trades staff, or staff with an equivalent level of skills and knowledge, engaged in specialised activities including subordinate supervisory staff; OR
- Under administrative supervision, controls a major service operation including a large number of trades, non-trades and/or associated staff; OR

- Under limited supervision, oversee and conduct trade training courses in theory and practice including the supervision of instructors.
- A person at this level is expected to exercise a high degree of initiative, independent judgment and leadership in solving complex operational problems.

For the purpose of this definition, unless the contrary intention appears:

'Direct supervision' means where persons working under direct supervision are clear easily understood instructions.

Deadlines and priorities are given.

Deviations from normal routines, problems and unfamiliar situations would be referred to the supervisor.

'Functional area' refers to a work unit providing a distinct service, eg. cleaning, catering, kitchen, attendants, hospitals aides, stores, workshops, laundry, etc.

'Limited direction' means where a person working under limited direction are provided with a clear statement of overall objectives and the resources available. In conjunction with the supervisor they decide on projects and assignments to be carried out and set deadlines.

The person is fully competent and very experienced in a technical sense and requires little guidance during the performance of assignments. The person would have authority to plan and carry out assignments, using some latitude in approach to achieve the desired objectives.

'Limited supervision' means where a person working under limited supervision would be expected to have a broad trade or subject matter knowledge and wide experience. They perform work in accordance with broadly based standing instructions. In a technical sense, the person is fully competent and very experienced requiring little guidance.

The person is expected to report on the work of the area when required. The area's progress and performance would normally only be inspected at irregular intervals. The standard of products or performance of the area is kept under review.

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

'Regular supervision' means employees working under regular supervision are given broad instructions.

Employees would exercise limited judgment on how to complete tasks and priorities.

The employee has competence in a range of tasks within one functional area.

Supervision is generally provided at the commencement and at the completion of tasks.

Employees are capable of working alone.

(b) Administrative and Clerical Employees

A position falling within the scope of this classification shall have assigned to it a level determined in accordance with the following classification standards.

Level 1

Trainee Level concerned with basic clerical work undertaken under specific direction and direct supervision. Ability to acquire the required knowledge and skills derived from a reasonable standard of education.

Level 2

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

Level 3

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

Level 4

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

Level 5

Clerical and administrative work of a value impacting on the efficient operation of the work unit or Agency. A supervisory level. Work undertaken under general direction and general supervision requiring initiative and the exercise of discretion.

The exercise of a formal delegation may be required. Extensive knowledge of the specific discipline with well developed communication and problem solving. Ability and experience in staff supervision.

Level 6

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

Level 7

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

Level 8

Positions at this level work with limited supervision usually manage the operations of an organisational element, undertake a management function or provide consultative or administrative support and advice to a particular program or activity. The tasks may be either complex or specific in nature but directed to the organisation's corporate goals. Immediate subordinate positions may include staff in technical or professional structures, in which case supervision is for administrative purposes only. In other circumstances, supervision may involve the exercise of technical or professional skill and judgment. Independence of action including the use and allocation of resources within laid down constraints may be a feature. Decisions taken or responsibilities exercised may have a major impact on the operation of the work area. General management skills and the ability to contribute to the development of policy initiatives are required as is a high level of interpersonal and communication skills.

Level 9

Positions at this level operate as for level eight but only work under broad direction and are required to provide more authoritative specialist consultative or management advice generally or as it relates directly to a particular work area. Positions at this level are required to operate with a significant degree of independence of action and autonomy in day to day activities, accountable to management in terms of strategic direction and meeting objectives. The tasks

carried out would be of a highly complex nature encompassing a significant element of total agency operations. Significant independence and autonomy of action is expected in achieving desired outcomes. Delegations exercised at this level may include being the final authority in the process of approving the expenditure of funds; undertaking specific action in line with the policy of the Agency, or reviewing previous action or decisions. The development of rules, regulations and guidelines may be co-ordinated at this level. High level management skills are essential. Liaison and communication skills of a high order, including the ability to consult, negotiate or communicate on behalf of the agency with clients or other groups, often to finality, may be needed. A detailed understanding of legislation and the capacity to undertake specific or major research, investigations or reviews is required.

Level 10

A specialist consultative advisory level reporting to senior management under broad direction to achieve outcomes. The position would play a key role in planning, developing and implementing programs. The position would have a significant effect on the operation of the agency and requires specialist administrative research or analytical skills. Positions at this level would require highly developed marketing, conceptual and strategic skills.

Level 11

A specialist with direct effect on government policy development and commentary. Required to initiate, develop and implement systems for effective forecasting, monitoring and control of government programs. Positions at this level are required to take initiative in providing a high standard of policy advice to government requiring a high level of expertise and/or extensive practical experience in relation to the implementation of a specialised program. Extensive investigative research and analytical skills with a high degree of proficiency in communication including the capacity to represent the department/Minister in public forums.

Level 12

A principal adviser to government in relation to specific programs which have a direct and critical impact on government objectives. The highest level of professional and technical competency is required. The work is carried out in direct consultation with the Chief Executive or the government. Duties are undertaken without supervision and complete autonomy within the field of expertise is exercised. The highest level of skill in relation to communication, conceptual and strategic skills and investigative research and analytical skills.

For the purposes of this definition, unless the contrary intention appears:

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

'Broad direction' means that staff working under broad direction are expected to develop and achieve objectives for specific functions under their control which will ensure the attainment of results critical to the efficient functioning of the unit, section branch or agency.

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

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

'Clerical work' means the exercise of an appropriate level of responsibility and clerical knowledge and skill under a requisite degree of direction and supervision in the understanding of the preparation, processing and maintenance of documents, records and electronic data representing the transactions or business of the work unit or organisation being served. Clerical work is performed within a framework of legislation, policies, procedures, regulations, guidelines, precedents, instructions, or custom and practice, both written and oral.

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

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

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

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

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

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

(c) Technical Employees

A position falling within the scope of this classification shall have assigned to it a level determined in accordance with the following classification standards.

Level 1

Technical work requiring learning and application of conventional practices, methods and standards performed under detailed technical direction and close technical supervision.

This is the trainee level. During the learning phase the work given is consistent with the level of theoretical knowledge being gained by the trainee while undertaking an appropriate course of study. Initially the work is limited in scope and complexity, but as knowledge and experience is gained the scope and complexity of the work is expanded. Detailed technical direction is given in all aspects of the work and close technical supervision is exercised over every phase of its execution.

Minimum qualifications are:

- Eligible for admission to the relevant course of study at a recognised TAFE institution OR
- Relevant training and/or experience determined in accordance with the provisions of Section 37 of the Tasmanian *State Service Act 1984* appropriate to the nature of the work.

Level 2

Technical work requiring application of conventional practices, methods and standards performed under general technical direction and general technical supervision

and/or

Complex technical work performed under detailed technical direction and close technical supervision.

This is the fully qualified technical practitioner level. The duties include ongoing technical work performed in accordance with conventional practices, methods and standards and comprehends adjustment, adaptation, interpretation or modification of those factors where necessary. Work may include technical application and administration of regulations. Work may be organised on a laboratory, field, office, geographical or functional basis, and may be performed in an individual or team situation.

Work may include or wholly consist of complex technical work.

Technical direction and/or technical supervision may be given to less experienced personnel in this level and/or to Trainees.

Minimum qualifications are:

- An Associate Diploma from a recognised TAFE institution, or an equivalent qualification, appropriate to the nature of the work OR
- Relevant training and/or experience determined in accordance with the provisions of Section 37 of the *Tasmanian State Service Act 1984* appropriate to the nature of the work.

Level 3

Technical work requiring significant adjustment, adaptation, interpretation or modification of conventional practices, methods and standards performed under limited technical direction and general technical supervision but not including complex technical work and/or

Complex technical work performed under general technical direction and general technical supervision and/or

Co-ordination and supervision of conventional technical work performed under limited technical direction and general technical supervision.

Work at this level requires the exercise of considerable technical knowledge, experience and judgment by a senior practitioner who in certain situations may be considered a specialist.

Work may include or wholly consist of complex technical work.

The co-ordination and supervision functions involve technical management of the work of a small number of technical and other staff and which may span more than one discipline or field. Normally, from two to four other technical staff would be supervised.

Level 4

Complex technical work which may span more than one discipline or field performed under limited technical direction and limited technical supervision and/or

Co-ordination and supervision of the activities of a unit engaged in conventional and specialist technical work performed under limited technical direction and limited technical supervision.

Complex technical work requires the exercise of significant technical knowledge, experience and judgment by a senior practitioner who in certain situations may be considered a specialist. The work may cover one or more discipline or field.

The supervisor/project leader work involves the technical management of the work of a number of technical and other staff. Normally at least five other technical staff would be supervised for this level to apply.

Level 5

The technical management of a significant technical work unit engaged in complex activities under general supervision.

The technical management function includes using technical knowledge, expertise and experience to determine technical objectives and priorities, and to conduct technical support activities within the Agency's operating programs.

It includes interpreting relevant policy, setting standards, evaluating performance, and may involve resolving complex technical problems.

Technical direction and technical supervision not given but general guidance on agency objectives is provided. Normally, a position at this level reports to a senior manager or co-ordinator.

Level 6

The technical management and co-ordination of two or more significant work units engaged in complex activities involving two or more technical disciplines or fields.

A position only would be established at this level when the policies, strategies, technical complexities, and interrelationships are directly related to the technical work and are outside the scope of non technical senior managers or co-ordinators.

For the purposes of this definition, unless the contrary intention appears:

'Complex technical work' means work which includes various tasks involving different and unrelated intricate processes and/or methods, and which depends upon detailed analysis of the subject, phase or issue involved and the selection of the appropriate course of action from many alternatives. It includes work requiring a degree of creativity, originality, ingenuity and initiative.

'Close technical supervision' means all work is thoroughly reviewed and checked.

'Detailed technical direction' refers to situations where precise instructions are given and little or no discretion is allowed.

'General supervision' means supervision given to technical and other staff consisting of the allocation, direction, oversight and co-ordination of the work of subordinate staff. It differs from technical supervision in that it relates to the general management of the work of all subordinate staff.

'General technical direction' refers to situations where general guidelines are given and detailed instructions are limited to unusual features. Some discretion is given in selecting appropriate courses of action.

'General technical supervision' means that work is regularly reviewed and checked for conformity with directions and other requirements with specific attention given to unusual and/or critical features.

'Limited technical direction' refers to situations where instructions are not normally given, but advice is available if required. Wide discretion is given in selecting appropriate courses of action.

'Limited technical supervision' means provision of technical advice when requested and ensuring overall compliance with objectives.

'Technical direction' means instructions and guidance given to subordinate technical staff by technically or professionally qualified personnel. It includes direction from non-human sources such as manuals, codes, standards, etc.

'Technical supervision' means supervision given to subordinate technical staff by technically or professionally qualified personnel and consists of ensuring adherence to technical directions, solving technical problems, giving decisions on technical solutions proposed by subordinate personnel and reviewing and checking the work of technical staff:

'Technical work' means the application of technical knowledge (initially gained by satisfactorily completing an appropriate course of study at a recognised TAFE institution, or equivalent qualification), experience and judgment to undertake, support and/or supervise research, design, development, construction, processing, maintenance, information management or regulatory activities utilising scientific, mathematical, engineering, drafting and/or laboratory principles and practices involving investigations, observations, field trials, testing, measurements, interpretations, evaluations, application of regulations, diagnosis/prognosis and remediation/treatment in laboratory, field or other situations. May work independently of professional and other technical staff.

(d) Professional Employees

A position falling within the scope of this classification shall have assigned to it a level determined in accordance with the following classification standards.

Level 1

A Professional Practitioner, initially under close professional supervision as to method of approach and requirements, performs normal professional work under general professional guidance, and with professional development may perform novel, complex or critical professional work under professional supervision.

The work involves any or all of the following:

- The normal professional work of an organisational unit, or of a specialised professional field encompassed by the work of the unit;
- Normal professional work where it is isolated from immediate professional supervision, for example, because of remoteness of the functional work area;
- Difficult or novel, complex or critical professional work under professional supervision;
- Research carried out under professional supervision and which may be expected to contribute to advances in the techniques used; and/or
- Professional supervision of less experienced Professional Officers together with general supervision over technical and other personnel.

Initially the work of a new graduate is subject to professional supervision. As experience is gained, the contribution and the level of professional judgment increases and professional supervision decreases, until a wide range of professional tasks is capable of being performed under general professional guidance. It is expected that independent professional judgment will be exercised, when required, particularly in recognising and solving problems and managing cases where principles, procedures, techniques and methods require expansion, adaptation or modification.

Persons initially are required to have sound theoretical professional knowledge gained through satisfactory completion of an appropriate course of study at a recognised tertiary institution.

Level 2

Under broad policy control and direction is a senior Professional Practitioner who performs novel, complex or critical professional work, or performs a limited range of the duties of Professional Manager or Professional Specialist with general professional guidance.

The work includes the formulation of professional or policy advice for senior management and may involve provision of such advice to senior executives in other departments, the private sector and the wider community. Normally there is limited corporate impact at this level as technical advice is often reviewed by higher authority.

The work includes the role of team/project leader requiring the co-ordination of the work of a number of professionals and/or other staff. The staff co-ordinated need not necessarily be in the same discipline as the leader. Persons at this level may oversee the operations of a section comprising professional and/or technical staff engaged in field, laboratory, clinical, production or operational work and which may be organised on a geographical or functional basis.

Persons at this level are expected to have wide experience in their professional field. They perform a variety of tasks of a novel, complex or critical nature, either individually or as a leader or member of a team. Direction is provided in terms of a clear statement of overall objectives with limited direction as to work priorities.

Where a professional at this level works as a member of a team he/she should have skills and the experience necessary to perform all the tasks undertaken by the team or to have knowledge and professional judgment to seek and utilise specialist advice when it is required.

Specialists require substantial or higher knowledge in a particular professional discipline or field and the exercise of independent professional judgment to resolve complex problems or issues.

Level 3

Under broad policy control and direction is

- a senior Professional Practitioner; or
- a Professional Manager; or
- a Professional Specialist.

The work contributes directly to the formulation of agency policies for the work area. It requires an understanding of the wider policy and strategic context. Technical or professional advice generally has consequences beyond the immediate work area and is normally only reviewed for policy and general approach. The work has moderate corporate impact.

The work is performed under broad direction in terms of objectives, policies and priorities. Programs, projects, assignments or other work are generally decided by higher level management but at this level authority is given to decide on how to achieve end results within limits of available resources. Decisions at this level have direct consequences on the achievement of results for the function or group of activities for which the person is responsible.

Persons at this level are expected to have extensive experience in their professional field and to perform a range of tasks in the absence of general professional guidance.

A senior Professional Practitioner at this level operates in the absence of general professional guidance and is expected to apply significant professional knowledge and professional judgment in one or more professional disciplines or fields in relation to more novel, complex and critical work. The Senior Professional Practitioner need not necessarily be supported by other professionals.

A Professional Manager at this level leads and directs an organisational element or team of professionals and other staff requiring considerable co-ordination, and is responsible for human, physical and financial resources under the control of the position.

The units or teams may comprise professional and other staff engaged in field, laboratory, clinical, production or operational work and which may be organised on a geographical or functional basis. The management role may require professional leadership and direction over subordinate staff including supervisors. This involves setting standards for and evaluating performance, interpreting policy relevant to the work area; and may involve resolving more complex technical or professional problems.

Professional Specialists at this level exercise a high degree of independent professional judgment in the resolution of more novel, complex and critical problems or issues. They are required to provide authoritative technical or policy advice which draws on in-depth knowledge in a professional or technical field or discipline. Analysis, design and interpretation of results of research or investigations represent authoritative and final professional conclusions. An original continuing contribution to the knowledge in the relevant discipline(s) or field(s) and the application of that advance in knowledge to the organisation's work would be expected.

Level 4

Under broad policy control and direction is

- a senior Professional Practitioner; or
- a senior Professional Manager; or
- a senior Professional Specialist.

The work requires the exercise of a high degree of independence in the determination of overall strategies, priorities, work standards and the allocation of resources. Judgments made at this level form the basis of advice to senior levels within a department and are often critical to the achievement of overall objectives of a departmental program or organisational unit. Work is monitored against broad objectives and has a high corporate impact. Administrative direction is given on the Agency's policies and objectives and to ensure co-ordination with other major work units.

A senior Professional Practitioner at this level operates in accordance with broad objectives and is expected to apply unusually significant professional knowledge and professional judgment in one or more disciplines or fields directly relevant to the work area and in relation to most novel, complex or critical work.

A senior Professional Manager at this level leads, directs and co-ordinates a major function or work area in an agency involving a considerable variety of activities and organised on a geographical (including Statewide) or functional basis. Relative to other Senior Professional Officer positions, senior Professional Managers at this level have unusually significant responsibility for the human, physical and financial resources under their control, and the work may also include extensive co-ordination of projects involving unusually large numbers of professional and other staff engaged in field, laboratory, clinical, production or construction work. They direct professional and technical staff working in different fields.

Persons at this level may also be responsible for initiating, planning and conducting research projects of considerable breadth which contribute significantly to the development of agency or government policy or are highly complex in terms of problem-definition and methodology.

A senior Professional Specialist at this level is expected to have a depth of knowledge in his/her discipline or field of significance to the department concerned. Persons at this level often have a national reputation. There is a requirement for a high degree of originality and analytical and conceptual skills in the resolution of particularly complex technical or policy issues. The work requires expert knowledge in a professional or technical field or range of fields and in most cases a comprehensive knowledge of relevant legislation and policies. In some circumstances, specialists also have a management and/or co-ordination role. The work requires constant adaptation of existing principles to new and unusual problems and involves frequent changes in policy, program or technological requirements.

Level 5

Under broad policy control is an executive Professional Manager.

The work involves executive management of several major work areas in an agency involving a very wide variety of activities associated with the development, co-ordination and implementation of State-wide policies. Only broad Government objectives govern the position within which total flexibility exists for developing policies, strategies and tactics to achieve objectives. Direction would be an exception and limited only to issues which have impact upon other external operational policy areas. Work at this level has the higher corporate impact.

For the purposes of this definition, unless the contrary intention appears:

'Complex professional work' means work which includes various tasks involving different and unrelated processes and methods. It depends on analysis of the subject, phase or issues involved in each assignment and the appropriate course of action may have to be selected from many alternatives. The work involves conditions and elements that must be identified and analysed to discern interrelationships.

'Corporate impact' means a measure of the effect of decisions made or advice required in a position on agency policies and operations and the achievement of program objectives. Corporate impact is direct in the case of decisions taken, e.g. in determining policy or committing resources, or indirect where advice or recommendations are involved. The effect of advice or recommendations is a measure of the influence of the advice or recommendations upon the decision-maker and the consequences for the organisation of the decision made. Recommendations of a highly technical or specialised nature, for example, may influence the work of a major function or area of an agency's operations or have an effect beyond the agency.

'Critical professional work' is a term used in the sense commonly accepted in technological areas in relation to a critical component, critical issue or critical decision. It means a cornerstone, or fundamental decision, requiring the exercise of sound professional judgment of the effects of a decision within a particular professional discipline or field of work.

'General professional guidance' means direction and guidance given by a senior Professional Officer on a range of professional assignments. There is discretion in selecting the most appropriate method of completing these, and conformity with directions is measured by satisfactory completion of allocated professional assignments.

'General supervision' means the supervision given by a Professional Officer to technical and other staff. It consists of the allocation, direction, oversight and co-ordination of the work of subordinate staff. Professional Officers may receive supervision on non-technical administrative matters from non-professional staff.

'Normal professional work' includes ongoing professional duties performed in accordance with conventional established professional practice, methods and standards, but excludes professional work of a novel, complex or critical nature.

'Novel professional work' encompasses work requiring a degree of creativity, originality, ingenuity and initiative and of a type not normally undertaken in a department or significant organisational unit within a department. The term may refer to the introduction of a new technology or process used elsewhere.

'Professional discipline' means a branch of a profession.

'Professional field of work' means a major subdivision of a professional discipline.

'Professional judgment' means the application of professional knowledge and experience in defining objectives, solving problems, establishing guidelines, reviewing the work of others, interpreting results and providing and assessing advice or recommendations and other matters which have an element of latitude or decision-making.

'Professional knowledge' includes knowledge of principles and techniques applicable to the profession. It is obtained during the acquisition of professional qualifications and relevant experience.

'Professional manager' is a person required to have a sound knowledge of the relevant principles, practices and procedures applicable to a professional discipline or field of work. Professional Managers are responsible for the achievement of particular objectives or completion of a project. This responsibility includes accountability for material, human and financial resources allocated to that objective or project.

'Professional practitioner' means an individual, team member or team leader. In their initial years at Professional Officer Level 1 they apply professional judgment across a limited range of activities. Professionals may perform normal professional work under different types of supervision and guidance. Professional supervision is required, but it may not need to be continuous. As they gain experience at Level 1 and at the higher levels they carry out a broad range of activities or functions using relevant practices or procedures within a professional discipline or field of work. This role can provide advice to others on aspects of the discipline or field and can be expected to contribute in an original and innovative manner to activities of the work area. This role includes the supervision of subordinate professional staff and staff from other fields of work.

'Professional specialist' means a person who has an in-depth knowledge of, and is acknowledged as an authority both by senior management and by professional peers in a professional discipline, field of work or a range of disciplines or fields. An original and continuing contribution to the discipline(s) or field(s) is an essential element of this role.

'Professional supervision' means supervision given to subordinate professional officers which requires the exercise of professional judgment and consists of:

- setting guidelines for the work of Professional officers
- suggesting approaches to the conduct of professional work
- solving technical problems raised by subordinate Professional Officers
- giving decisions on technical solutions proposed by subordinate Professional Officers
- reviewing and sometimes checking the work of other Professional Officers

'Work of a professional nature' means the application of professional knowledge initially gained by satisfactorily completing an appropriate course of study at a recognised tertiary institution, experience and judgment in the development, management and use of technology; investigation; survey; analysis; testing; observation; evaluation; applied research; planning; provision and maintenance of facilities and services; diagnosis/prognosis; remediation/treatment; liaison; administration of safety regulations; and education in laboratory, field or other situations.

4. APPRENTICES

- (a) Except where otherwise specifically determined by this award, the terms and conditions of the employment of apprentices in respect of period of indenture, form and effect of indenture, assignment of indenture, cancellation of, and determination of disputes in relation to indentures, proportionate number of apprentices to tradesperson employed preparatory education, course of apprenticeship and the standards of education and trade experience for such course in each trade, attendance of apprentices at compulsory classes and time off for attendance, payment for examinations passed, and disciplinary measures shall be in accordance with the provisions of the *Vocational, Education and Training Act 1994* and Regulations.

- (b) The ordinary hours of employment of apprentices shall not in any case exceed those of a tradesperson.
- (c) No apprentice shall, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at any course of instruction as required by the *Vocational, Education and Training Act 1994* and Regulations.
- (d) Apprentices who are attending approved education training institutions and who present reports of satisfactory conduct shall be reimbursed all fees paid by them.

5. CASUAL EMPLOYEES

A casual employee shall:

- (a) be engaged by the hour up to a maximum of one calendar month;
- (b) receive a 20 per cent loading at the appropriate rate to compensate for annual leave, personal leave and holidays with pay as prescribed in Part VI, Clause 1 - Annual Leave, Part VI, Clause 4 - Personal Leave and Part VI, Clause 3 - Holidays with Pay;
- (c) be given a minimum of two hours work or pay on each occasion they are required to attend work unless otherwise mutually agreed by the employee, employer and relevant union;
- (d) be paid penalty payments over and above the 20 per cent loading.

6. LIFTING OF PATIENTS

No employee shall be required or permitted to lift or carry by hand any patient who is unable to provide reasonable assistance and weighs over 25 kg without the assistance of another person.

PROVIDED that where any patient, who is unable to provide reasonable assistance, weighs over 76 kg, no employee who is of the opinion that additional assistance is necessary shall be required or permitted to lift or carry by hand such patient without the assistance of two other persons.

The expression 'lift' shall include the following:

- (a) Raising a patient in bed;
- (b) Raising or moving a patient who has fallen;
- (c) Removing a patient from a bed to a chair, wheelchair, commode, trolley, bath or

other conveyance or receptacle;

- (d) Removing a patient from a chair, wheelchair, commode, trolley, bath or other conveyance or receptacle to a bed or other place.

7. PROTECTIVE CLOTHING AND SAFETY APPLIANCES

- (a) The employer shall maintain at its own expense full and sufficient supplies of safety appliances, such as rubber gloves, disinfectants, etc. for the use of employees.
- (b) The employer shall provide where necessary, suitable protective clothing for the employees. An employee who is supplied with protective clothing, shall wear such clothing in such a way as to achieve the purpose for which it is supplied.
- (c) Reimbursement for the cost to the extent of the damage sustained shall be made where, in the course of the work, an employee's clothing is damaged or destroyed by fire or the use of corrosive substances.

8. UNIFORMS

- (a) Where the employer approves, sufficient suitable and serviceable uniforms shall be provided free of cost to all employees in any occupational group which is required to wear uniforms.
- (b) An employee on leaving their employment shall return any uniform or part thereof provided which is still being used prior to ceasing employment.

9. STATE SERVICE ACCUMULATED LEAVE SCHEME

An employee shall be entitled to participate in the State Service Accumulated Leave Scheme under the terms and conditions specified in this clause.

- (a) Title

The scheme is to be known as the "State Service Accumulated Leave Scheme" (SSALS).

- (b) Summary Of Scheme

The SSALS allows Heads of Agency to approve Plans under which participating employees will, by taking a reduction in normal salary for a given period, become entitled at the end of that period to a pre-determined amount of special ("accumulated") leave during which they will be paid salary at the same reduced rate.

(c) Interpretation

The conditions and administrative arrangements in the SSALS are to be administered in conjunction with the Tasmanian *State Service Act 1984*, the Tasmanian *State Service Regulations 1985*, relevant Awards, Industrial Agreements, Administrative Instructions and Employment Instructions.

'accumulated leave' means the period of time that is accumulated under the Plan as leave during a work period.

'leave period' means the period specified in a Plan when a participating employee is absent from work on accumulated leave.

'normal salary' means the salary that would be paid to a participating employee if that person was not participating in a Plan and includes salary expressed as an annual rate, fortnightly rate, weekly rate, daily rate or hourly rate. It includes all allowances that are paid as an annual rate, fortnightly rate, weekly rate, daily rate or hourly rate but not overtime payments and shift work penalty rates unless they are paid as a component of an annualised rate.

'operational requirements' means the need to ensure that the Agency is to be operated as effectively, efficiently and economically as possible.

'participating employee' means an employee whose election to participate in a Plan has been approved by their Head of Agency.

'Plan' means an arrangement in the SSALS consisting of a specified work period followed by a specified leave period.

'work period' means the period specified in a Plan when an employee is at work.

(d) Plans

The SSALS consists of arrangements known as Plans. For example:

Work Period	Percentage of Normal Salary Payable During the Period of the Plan	Leave Period
Four Years	80% "The Four over Five Year Plan"	One Year
Three Years	75% "The Three over Four Year Plan"	One Year
Twenty Months	83.3% "The 20 over 24 Month Plan"	Four Months
Eighteen Months	75% "The 18 over 24 Month Plan"	Six Months

Forty Eight Weeks	92.3% "The 48 over 52 Week Plan"	Four Weeks
Forty Weeks	76.9% "The 40 over 52 Week Plan"	Twelve Weeks

(Other Plan) "A"	A 100 $A+B \times 1 = \dots\%$ (to one decimal place)	(Other Plan) "B"
..... <i>Years</i>	<i>Year</i> <i>Year</i>
..... <i>Months</i>	The.... over..... <i>Month Plan"</i> <i>Months</i>
..... <i>Weeks</i>	<i>Week</i> <i>Weeks</i>

(e) Application of SSALS

- (i) The Head of an Agency, after considering the operational requirements of the Agency, determines whether any Plan or Plans are to be available to employees in the Agency.
- (ii) A Head of an Agency may make any Plan or Plans available to employees in that Agency or an employee or employees can request the Head of Agency that a Plan be made available to them.
- (iii) A Plan may be made available to any permanent employee (full or part-time) including an employee who works shifts. A Plan may be made available to any temporary employee the term of whose contract of employment is sufficient to cover the period of the plan.
- (iv) The Head of Agency determines:
 - (a) whether one or more Plans will be made available to all or only some of the employees;
 - (b) whether particular Plans will be made available to particular categories of employees;
 - (c) whether quotas will apply to the number of employees who may participate in a Plan, and whether quotas will apply to any category of employees;
 - (d) the selection arrangements where quotas are imposed; and
 - (e) the commencement date of any Plan.

- (v) Where an employee participating in a Plan is promoted, transferred, seconded or otherwise moved either into another Agency or within their own Agency the Head of the Agency in which the employee is thereafter employed will, after consultation with the employee and taking into account the operational requirements of the Agency, determine whether or not the employee is able to continue on their Plan.
- (vi) If the Head of Agency determines under subclause 10(e)(v) that the employee is not able to continue on their Plan, the Head of Agency may forthwith terminate the employee's Plan whereupon the employee becomes entitled to a period of accumulated leave which bears the same proportion to the total leave period of the Plan as the period worked under the Plan bears to the total work period, to be remunerated at the percentage of normal salary payable during the period of the Plan. The employee may apply to the Head of Agency at any time to take that leave, and it shall be granted as soon as can be, consistent with the operational requirements of the Agency.

(f) How To Participate In SSALS

- (i) Where the Head of an Agency offers a Plan to an employee the employee may elect to participate in the Plan by lodging an election in writing with the Head of Agency in any form which the Head of Agency may approve.
- (ii) The Head of the Agency may accept or reject an election to participate made in accordance with subclause 10(f)(i).
- (iii) The Head of Agency will notify the employee in writing if the employee's election has been disapproved.
- (iv) Where the employee's election is approved, the Head of Agency will endorse approval on the form of election which was lodged by the employee, and will provide the employee with a copy of that endorsed form.
- (v) An employee's election under subclause 10(f)(i) does not entitle the employee to participate in a Plan until it is approved by the Head of Agency in accordance with subclause 10(f)(iv).
- (vi) A participating employee wishing to withdraw from a Plan must apply in writing to their Head of Agency who may refuse the application if he or she considers such refusal to be reasonably required to meet the operational requirements of the Agency.

(g) Conditions and Administrative Arrangements

- (i) Work Period to be completed prior to Period of Leave

The work period specified in a Plan must be completed before a participating employee can commence the leave period specified in that Plan.

(ii) Suspension of Plan

The Head of Agency on the application of the employee or otherwise can in writing suspend a Plan.

In deciding to suspend a plan, either on application of the employee or otherwise, the Head of Agency will take into account the employee's circumstances and response to any proposal to suspend, and what is reasonably required to meet the operational requirements of the Agency. Suspension may occur either during the work period or the leave period of the Plan, and will be for such period as may be specified by the Head of Agency in the instrument by which the Plan is suspended.

Where the total period of the Plan comprises five years or more (for example a four over five plan) the Plan may only be suspended with the agreement of the employee.

An employee is entitled to compensation for reasonable expenses incurred by the employee, but not otherwise recoverable, as a result of the Head of Agency's decision to suspend the plan otherwise than on the application of the employee.

(iii) Accumulated Leave

Accumulated leave is to be managed in accordance with any legislative requirements and with any guidelines which may be issued by the relevant Head of Agency which are not inconsistent with the SSALS.

A record is to be kept to show at all times the exact amount of the accumulated leave for each participating employee.

On withdrawal from a Plan, the accumulated leave is to be taken immediately or either wholly or in part at a later time approved by the Head of Agency, at the percentage of normal salary payable during the period of the Plan. It is not to be paid out unless the participating employee's employment ends.

Where a participating employee moves to another Agency the exact amount of the accumulated leave and salary for that employee is to be transferred to that Agency not later than twenty working days after the date of movement.

(iv) Payment during the Leave Period

During the leave period the participating employee will receive salary at the percentage of normal salary payable during the period of the Plan. Normal employment conditions will apply as if the employee was on annual leave. An employee may, on request, receive a lump sum payment in either one or two installments.

(v) Salary Increments

Salary increments will accrue throughout the period of a Plan.

(vi) Superannuation

Superannuation contributions are to be paid throughout the period of a Plan and in accordance with the rate of salary applicable under the Plan.

It is the responsibility of a participating employee to obtain any personal superannuation advice from the Retirement Benefits Fund Board or from the employee's own adviser(s).

A participating employee's superannuation contributions (where the employee is a contributor to a superannuation scheme other than Retirement Benefits Fund) and entitlements depends upon the employment arrangements for that employee.

An Agency's superannuation responsibilities and financial obligations for participating employees depends upon the nature of the employment arrangements for each participating employee.

(vii) Other Compulsory Deductions from Pay

Compulsory deductions from pay will be made throughout the period of a Plan.

("Compulsory deductions" include garnishees, salary attachments, court orders, etc.)

(viii) Voluntary Deductions from Pay

Voluntary deductions from pay (including life insurance premiums, private health fund premiums, union membership fees etc) made by the Agency at the request of an employee will continue throughout the period of the Plan.

(ix) Administrative Records

An Agency administering a Plan must maintain proper separate records of accruals based upon that Plan.

(x) Recreation Leave

Recreation leave entitlements accrue throughout the period of the Plan and will be taken otherwise than during the leave period of a Plan at the percentage of normal salary payable during the period of the Plan. Whenever taken, entitlements will be deducted from credits in the normal manner.

(xi) Personal Leave

Personal leave entitlements taken during the period of a Plan will be taken at the rate of salary applicable under the Plan and will be deducted from credits in the normal manner.

Personal leave entitlements will accrue throughout the period of the Plan and access to those entitlements will be in accordance with the Tasmanian State Service Regulations and any relevant Award provisions.

(xii) Maternity Leave and Adoption Leave

Where a participating employee is absent on maternity leave or adoption leave, either within the work period of a Plan or during the leave period, the employee's participation in the Plan is not affected by that maternity or adoption leave. Salary arrangements established by the Plan apply during maternity or adoption leave.

(xiv) Other Leave

Payment of all other leave entitlements (including leave on account of special circumstances, bereavement leave, leave of absence with or without pay, Defence Force leave, leave for jury service, leave in lieu of overtime, etc) taken during the currency of a Plan will be at the rate of salary applicable under the Plan. Such entitlements will when taken be deducted from credits in the normal manner, and are to be taken otherwise than during the leave period of a Plan.

(xv) Long Service Leave

Long service leave is provided for in the *Long Service Leave (State Employees) Act 1994*.

Long service leave entitlements accrue throughout the work period of a Plan. The leave period is not to be regarded as a period of employment in calculating length of employment for the purposes of the Act, but is not to be taken as interrupting the continuous employment of a participating employee. Long Service leave entitlements are to be taken otherwise than during the leave period of a Plan.

Where a participating employee is absent on long service leave in the work period of a Plan the employee's participation in the Plan is not postponed for the duration of that long service leave, and salary is to be paid at the rate of salary applicable under the Plan.

(xvi) State Service Holidays (Public Holidays)

The leave period of a Plan is to be extended by the number of State Service holidays (public holidays) falling within it.

(xvii) Workers Compensation

A Plan is to be suspended during any period of incapacity for which the worker is entitled to compensation under the provisions of the *Workers Rehabilitation and Compensation Act 1988*, effective from the day before the commencement of the period of incapacity and terminating upon the last day of the incapacity. Upon suspension of a Plan in accordance with this provision, the employee reverts to normal salary entitlement.

(xviii) Employment during Period of Leave

A participating employee shall not be employed elsewhere in the Tasmanian State Service during the leave period of a Plan.

Where a participating employee wishes to undertake employment outside the Tasmanian State Service during the leave period of a Plan, the employee is required to comply with the provisions of Section 79 of the Tasmanian *State Service Act 1984*.

(xix) Cessation of Employment

Where a participating employee ceases to be employed in the Tasmanian State Service, the Plan will thereupon terminate and the Head of the Agency will pay in one lump sum to that former employee, or to that person's estate, the exact amount of that former participating employee's accumulated leave entitlement less the prescribed income tax and any other compulsory deductions not later than twenty working days after termination.

PART III – WAGE AND SALARY PROVISIONS

1. SALARIES

An employee appointed or promoted to a position within a classification level prescribed by this award shall, subject to satisfying the prescribed requirements, be paid the salary rate determined for the relevant classification.

Furthermore the fortnightly equivalents of each relevant award rate prescribed by this award shall be calculated by dividing the annual figure payable by 26.

(a) Operational Employees

An employee appointed or promoted to a position within a level prescribed by this award shall be paid at the salary rate determined for that level by reference to the relevant classification standards as set out in Part II, Clause 3 - Classification Standards:

	Salary per Annum \$
Level 1	
First 3 months	30488
After 3 months and for the next 12 months	31249
Level 2	
1st year of service	31711
2nd year of service	32190
3rd year of service	32655
Level 3	
1st year of service	32898
2nd year of service	33194
3rd year of service	33620
Level 4	
1st year of service	34059
2nd year of service	34381
3rd year of service	34606
Level 5	
1st year of service	34812
2nd year of service	35023
3rd year of service	35533
Level 6	
1st year of service	36936
2nd year of service	37478

Level 7	38464
Level 8	41681
Level 9	45244
Level 10	48862

(b) Administrative and Clerical Employees

An employee appointed or promoted to a position within a level prescribed by this award shall be paid at the salary rate determined for that level by reference to the relevant classification standards as set out in Part II, Clause 3 - Classification Standards.

	Salary per Annum \$
Level 1	
1st year of service	29218
2nd year of service	30488
3rd year of service	31758
4th year of service	33027
Level 2	
1st year of service	34295
2nd year of service	35563
3rd year of service and thereafter	36936
Level 3	
1st year of service	38464
2nd year of service	39245
3rd year of service	40041
4th year of service	40847
5th year of service and thereafter	41681
Level 4	
1st year of service	43431
2nd year of service	44336
3rd year of service	45244
4th year of service	46146
5th year of service and thereafter	47038
Level 5	
1st year of service	48862
2nd year of service	49767
3rd year of service and thereafter	50671

Level 6	
1st year of service	52481
2nd year of service	53387
3rd year of service and thereafter	54291
Level 7	
1st year of service	56101
2nd year of service	57911
3rd year of service and thereafter	59721
Level 8	
1st year of service	63340
2nd year of service	65151
3rd year of service and thereafter	66962
Level 9	
1st year of service	70573
2nd year of service and thereafter	72385
Level 10	76007
Level 11	79629
Level 12	85057

(c) Technical Employees

An employee appointed or promoted to a position within a level prescribed by this award shall be paid at the salary rate determined for that level by reference to the relevant classification standards as set out in Part II, Clause 3 - Classification Standards.

	Salary per Annum \$
Level 1	
1st year of service	33660
2nd year of service	34295
3rd year of service	34929
4th year of service	35563
5th year of service and thereafter	36936
Level 2	
1st year of service	38464
2nd year of service	40041
3rd year of service	41681
4th year of service	43431
5th year of service and thereafter	45244

Level 3	
1st year of service	47038
2nd year of service	48862
3rd year of service and thereafter	50672
Level 4	
1st year of service	52481
2nd year of service	54291
3rd year of service and thereafter	56100
Level 5	61532
Level 6	65151

(d) Professional Employees

An employee appointed or promoted to a position within a level prescribed by this award shall be paid at the salary rate determined for that level by reference to the relevant classification standards as set out in Part II, Clause 3 - Classification Standards.

	Salary per Annum \$
Level 1	
1st year of service	40041
2nd year of service	42541
3rd year of service	45242
4th year of service	47958
5th year of service	50671
6th year of service	53386
7th year of service	56100
8th year of service and thereafter	58813
Level 2	
1st year of service	61532
2nd year of service	64245
3rd year of service and thereafter	66962
Level 3	
1st year of service	70579
2nd year of service	74199
3rd year of service and thereafter	76007
Level 4	
1st year of service	79628
2nd year of service	82341
3rd year of service and thereafter	85057
Level 5	92296

(e) Apprentices

The salary rates of apprentices shall be:

1st year apprentice	45% of Level 6, 1st year rate Operational Employee
2nd year apprentice	57.5% of Level 6, 1st year rate Operational Employee
3rd year apprentice	75% of Level 6, 1st year rate Operational Employee
4th year apprentice	88% of Level 6, 1st year rate Operational Employee

(f) Supported Wage System

(i) Eligibility Criteria

Subject to this subclause an employer may engage employees at a supported wage rate (as set out in paragraph (iii) of this subclause) who meet the impairment criteria for receipt of a Disability Support Pension and who, because of their disability, are unable to perform the range of duties to the competence level normally required for the class of work for which they are engaged.

PROVIDED that this subclause 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 current employment.

PROVIDED FURTHER that this subclause does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under Section 10 or under Section 12A of the above Act, or if a part only has received recognition, that part.

(ii) For the purposes of this subclause:

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

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

'Disability Support Pension' means the pension available under the Commonwealth pension scheme to provide income security for persons with a

disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.

'Assessment instrument' means the form provided 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.

(iii) Supported Wage Rates

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

Assessed capacity (paragraph (iv))	% of prescribed award rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

PROVIDED that the minimum amount payable shall be not less than \$66 per week.

(iv) Assessment of Capacity

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

- (1) the employer and a union party to the award, in consultation with the employee or, if desired by any of these;
- (2) the employer and an accredited Assessor from a panel agreed by the parties to the award and the employee.

(v) Lodgment of Assessment Instrument

- (1) All assessment instruments under the conditions of this subclause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Tasmanian Industrial Commission.

- (2) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the award, is not a party to the assessment, it shall be referred by the Registrar of the Tasmanian Industrial Commission to the union by certified mail and shall take effect unless an objection is notified to the Registrar of the Tasmanian Industrial Commission within 10 working days.

(vi) Review of Assessment

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

(vii) Other Terms and Conditions of Employment

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

(viii) Workplace Adjustment

An employer wishing to employ a person under the provisions of this subclause shall 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.

(ix) Trial Period

- (1) 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 subclause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (2) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined in accordance with paragraphs (iv) and (v).
- (3) The minimum amount payable to the employee during the trial period shall be no less than \$66 per week or such greater amount as is agreed from time to time between the parties.
- (4) Work trials should include induction or training as appropriate to the job being trialed.

- (5) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under paragraph (iii) hereof.

2. CALCULATION OF HOURLY RATE – PART-TIME EMPLOYEES

Part-time employees shall be entitled to the conditions prescribed by this award, except where such conditions are in conflict with those set out below, in which case this clause will apply.

- (a) The hourly rate of pay to be paid to a part-time employee shall be calculated in the following manner:
- (i) if a part-time employee is employed in a classification where the full-time equivalent hours are 38, then that employee shall be paid at the rate of 1/38 of the salary prescribed in Part III, Clause 1 - Salaries for that classification;
 - (ii) if a part-time employee is employed in a classification where the full-time equivalent hours are 37.50, then that employee shall be paid at the rate of 1/37.50 of the salary prescribed in Part III, Clause 1 - Salaries for that classification;
 - (iii) if a part-time employee is employed in a classification where the full-time equivalent hours are 36.75, then that employee shall be paid at the rate of 1/36.75 of the salary prescribed in Part III, Clause 1 - Salaries for that classification;
- (b) Part-time employees working less than 20 hours per week may elect to receive payments for annual leave, personal leave and holidays with pay.
- (c) An employee who makes an election under paragraph (b) above will not be able to revert to the loaded rate.
- (d) Part-time employees working less than 20 hours per week who do not exercise an election under paragraph (b) above shall receive a 20 per cent loading in lieu of annual leave, personal leave and holidays with pay.
- (e) Part-time employees employed on or after 17 January 2005 working less than 20 hours per week shall receive payment for annual leave, personal leave and holidays with pay.

3. SALARY INCREMENTS

- (a) Except where otherwise specifically determined by this award or where inconsistent with any Act, an employee while holding a position within a classification level in respect of which a salary is prescribed by this award, and who for not less than 12 months has been in receipt of a salary less than the maximum salary prescribed for such classification, shall be entitled to receive the annual increment prescribed for such classification until the maximum salary is reached.
- (b) An employee who was an employee on the date of this award shall be entitled to receive such increments on the completion of a 12 months service after the date upon which the employee received his/her last salary increment in respect of the employee's present position.
- (c) An employee whilst continuing to hold the same position shall, unless the employer otherwise determines, be deemed for the purposes of this clause, to have been in receipt of a salary during any period of leave without pay in the 12 months immediately following the date upon which the employee's previous salary increment was awarded.
- (d) No employee shall be entitled to receive any increase in salary by virtue of this clause unless, in the opinion of the Head of Agency the employee's conduct, diligence and efficiency during the 12 months immediately prior to the date from which such increase would be payable shall have been satisfactory.

4. PAYMENT OF WAGES

- (a) Wages, including overtime, shall be paid during working hours, at intervals of not more than two weeks and not later than Thursday.

When a holiday with pay, as prescribed in Part VI, Clause 3 - Holidays with Pay, falls on a normal pay day wages shall be paid on the last working day prior to the holiday with pay.

- (b) Payment shall be by direct deposit into a credit institution nominated by the employee.

The present pay day and time of payment, or method of payment shall not be varied, except after consultation with the appropriate union concerned and an agreed phasing-in period.

- (c) On or prior to pay day the employer shall provide to the employee, particulars in writing, setting out full details of the wages to which the employee is entitled to the statement shall at least include the following information:

- (i) date of payment;
 - (ii) period covered by payment;
 - (iii) the total amount of wages;
 - (iv) the amount of wages at ordinary rate, including the hourly rate;
 - (v) the amount of wages paid as overtime, at the rate of time and one half, including the rate;
 - (vi) the amount of wages paid as overtime, at the rate of double time, including the rate;
 - (vii) the amount paid as shift or other allowances, with sufficient information to allow the employee to identify each payment;
 - (viii) the amount paid as penalty rates for rostered shifts, with sufficient information to allow the employee to identify each payment;
 - (ix) any payment for annual leave, personal leave, workers compensation, back pay or any other payment not usually included in the employees wages, which shall contain sufficient detail so as to inform an employee how each amount has been calculated;
 - (x) employees classification;
 - (xi) the amount deducted for taxation purposes;
 - (xii) the amount of any other deduction shall be listed individually and identified;
 - (xiii) the net amount of wages.
- (d) An employee kept waiting for their wages on a normal pay day for more than a quarter of an hour after the usual time for ceasing work shall be paid at overtime rates after that quarter of an hour, with a minimum of a quarter of an hour.

PART IV – ALLOWANCES

1. ACCOMMODATION AND OTHER REQUIREMENTS

- (a) Suitable comfortable accommodation shall be provided for resident employees, and where practicable, single bedrooms.
- (b) Linen, cutlery, crockery and blankets shall be provided by the employer free of cost to the employee.
- (c) Dressing rooms, luncheon rooms and conveniences shall be provided for all non-resident employees.

2. DISTRICT ALLOWANCE – PART-TIME EMPLOYEES

Part-time employees shall be entitled to the conditions prescribed by this award, except where such conditions are in conflict with those set out below, in which case this clause will apply.

The district allowance payable to full-time employees under the provisions of this award shall be paid to part-time employees on the following basis:

Less than 10 hours per week	¼ of the rates prescribed for similar full-time employees
10 hours but less than 20 hours per week	½ of the rates prescribed for similar full-time employees
20 hours but less than 30 hours per week	¾ of the rates prescribed for similar full-time employees
30 hours or more per week	The full amount of the rates prescribed for similar full-time employees

3. ALLOWANCES

- (a) Annual Leave Allowance

During a period of annual leave an employee shall be paid an allowance by way of additional salary, calculated at the rate of salary prescribed for the relevant classification in Part III, Clause 1 - Salaries of this award, as follows:

- (i) Day Worker

A day worker (excluding employees who receive the 20 per cent loading in lieu of annual leave, personal leave and holidays with pay) who proceeds on annual leave for a period of 10 or more days shall be paid an allowance calculated at the rate of 17.5 per cent of the employee's normal salary, including any higher and more responsible duties allowance or all-purpose payments payable to the employee concerned.

(ii) Shiftworker

An employee who, but for the period of annual leave, would have worked shiftwork, shall receive an allowance calculated at the rate of 17.5 per cent of the employee's normal salary including any higher duties allowance.

PROVIDED that an employee who would have received shift payments as prescribed by Part V, Clause 6 - Shift Work of this award had the employee not been on annual leave during the relevant period, and where such shift payments would have entitled to the employee a greater monetary amount than an allowance of 17.5 per cent of the employee's normal salary, the employees annual leave allowance shall be calculated as an amount equivalent to the shift payment the employee would have received in accordance with his/her projected shift roster.

PROVIDED FURTHER that such allowance shall:

- (1) be calculated on the basis of a maximum period in any one leave year as follows:
 - (A) in the case of a shiftworker a period of five weeks' annual leave; and
 - (B) in all other cases a period of four weeks' annual leave.

Where, in the case of a shiftworker, more than five weeks' annual leave accrues per annum the excess above five weeks shall be paid only as per projected shift roster;

- (2) in no case where the allowance is calculated on the basis of 17.5 per cent of normal salary, shall it exceed the allowance which would be payable in respect of the classification of Administrative and Clerical Employee, Level 7, first year of service of this award, on and from the employees anniversary date, in respect of all annual leave accrued during the previous 12 months;
- (3) not apply to proportionate annual leave accrued by an employee in the leave year of the year of termination of service where such employee voluntarily resigns or whose services are terminated for disciplinary or other good reason;
- (4) be calculated in the case of:
 - (A) a non-shiftworker, at the salary rate applicable to the employee concerned, on the day of annual leave accrual in the year in which the annual leave is credited; and

- (B) a shiftworker, where the allowance is calculated as to projected shift roster, at the salary rate applicable to the employee concerned as at the date of commencement of annual leave; or
 - (C) a shiftworker, where the allowance is calculated at 17.5 per cent of the employee's normal salary, at the salary rate applicable to the employee concerned on the day of annual leave accrual in the year in which the annual leave is credited;
- (5) not be cumulative. Any balance of such allowance due to an employee at the expiration of a period of one year following the date upon which the annual leave was credited shall be paid to such employee as soon as is practicable after the date of the expiration of such period.

(b) District

- (i) 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.
- (ii) Where an employee is stationed in one or other of the following districts, the employee shall be paid an allowance in accordance with the following rates:

	Rate per Annum \$
(1) 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	3364
Other (no dependents)	1681
(2) Category B	
Locations under the Commonwealth Taxation Zone B prescription:	
Employee with dependent relatives living with them	1681
Others (no dependents)	841

(3) Category S

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

Employee with dependent relatives residing with them	841
Others (no dependants)	420

PROVIDED that an employee who has dependants residing with the employee shall be regarded as an employee without dependants if their partner or spouse, of entitlement arising from employment, is in receipt of a district allowance

(c) First Aid Allowance

- (i) An employee nominated by the employer to perform first aid duties and who is the current holder of a St John Ambulance First Aid Certificate, or an equivalent certificate, shall be paid an allowance of \$602.00 per annum.
- (ii) Where the employer requires an employee to obtain a first aid qualification, the employer shall pay all associated costs, and where necessary, shall provide paid time off for the purpose of undertaking first aid training leading to an appropriate first aid qualification such as a certificate from St John Ambulance.
- (iii) An employee nominated to perform first aid duties shall be allowed to undertake refresher courses as in paragraph (ii) of this subclause providing the employer still requires the employee to perform such duties.

(d) Higher Duties, More Responsible Duties and Mixed Functions Allowances

(i) Higher Duties Allowance

- (1) Where an employee is directed by the employer to temporarily perform the duties of an employee with a higher classification for a period of five days or more, that employee shall be paid an allowance equal to the difference between the employee's own salary and the minimum salary of the higher position.
- (2) Where an employee is directed by the employer to perform temporarily a part of the duties of an employee with a higher classification for a period of five days or more, that employee will receive an allowance established by reference to the proportion that the duties assumed bear to the whole of the duties of the higher position and the difference between the employee's substantive salary and the minimum salary of the higher position.
- (3) Where an employee is promoted to a higher position in which that

employee has previously been performing the duties in a temporary capacity, that employee will receive the increment to which the employee would normally have been entitled had the employee been promoted to the position at the commencement of the period of acting duty.

- (4) Where an employee continues to perform the higher duties as provided for in subparagraph (i)(1) hereof for a period of more than 12 months an increment if provided for in the higher classified position shall be paid.
- (5) Where an employee receiving an allowance under subparagraphs (1) or (2) of this paragraph, proceeds on approved paid leave, the employee will continue to receive that allowance provided that the duties continue after the period of such leave.

PROVIDED that no employee shall be entitled to receive any increase in salary by virtue of subparagraph (i)(4) hereof unless, in the opinion of the employer, the employee's conduct, diligence and efficiency during the 12 months immediately prior to the date from which such increase would be payable shall have been satisfactory.

- (6) For the purposes of subparagraph (i)(4) reference to employee does not include temporary employee or casual employee.

(ii) More Responsible Duties Allowance

- (1) Where, for a period of five days or more an employee is required to perform more responsible duties which are not capable of being paid for in subparagraphs (i)(1) and (i)(2) of this subclause, the employer shall authorise a more responsible duties allowance.

The allowance shall be established by reference to the value of the more responsible duties involved.

- (2) Where an employee receiving an allowance under subparagraphs (1) or (2) of this paragraph, proceeds on approved paid leave, the employee will continue to receive that allowance provided that the duties continue after the period of such leave.
- (3) Payment for overtime shall be at the classification rate inclusive of the allowance provided in paragraphs (i) or (ii) of this subclause.
- (4) For the purposes of subparagraphs (1), (2) and (3) of this paragraph reference to employee does not include temporary employee or casual employee.

(iii) Mixed Functions

Notwithstanding paragraphs (i) or (ii) of this subclause, an operational employee engaged continuously for two hours or more on duties carrying a higher rate than that employee's ordinary classification, shall be paid the higher rate for such day or shift. If for less than two hours the employee shall be paid the higher rate for the time worked.

PROVIDED that where an employee is required to work to relieve a person occupying a supervisory position where that person is absent on his/her nominated day off or a day in lieu thereof, this allowance shall not apply.

(e) Kilometrage

(i) Required User Category

Where an employee is required in writing by the employer to have available on a regular basis a private motor vehicle which the employee will be required to use for official purposes, and the employee agrees in writing to do so an allowance shall be paid for such use in accordance with the following rates:

Annual Kilometrage Travelled on Duty in a Financial year	Cents per Kilometre	
	Rate 1 2 litres and above	Rate 2 Less than 2 Litres
First 10,000 kilometres	71.81 (100%)	61.76 (86%)
Any additional kilometres	38.06 (53%)	33.03 (46%)

PROVIDED that where the employer wishes to withdraw the requirement to provide a private motor vehicle then, except where special circumstances exist, at least one year's notice in writing shall be given, and the notice period shall specified to end on 30 June.

(ii) Occasional User Category

Where an employee is not required to provide a private motor vehicle for official use as prescribed in subclause (e) - Kilometrage, paragraph (i) - Required User Category but otherwise receives approval from the employer to use a private motor vehicle for official purposes on a occasional basis, an allowance shall be paid in accordance with the following rates:

Annual Kilometreage Travelled on Duty in a Financial year	Cents per Kilometre	
	Rate 3 2 litres and above	Rate 4 Less than 2 Litres
First 10,000 kilometres	47.87 (100%)	41.17 (86%)
Any additional kilometres	25.37 (53%)	22.02 (46%)

- (iii) For the purpose of subclause (e) - Kilometreage, paragraphs (i) - Required User Category and (ii) - Occasional User Category, the rates specified therein shall apply as follows:

RATES 1 and 3 Apply to motor vehicles generally recognised as having an engine capacity of 2:0 litres or more and include rotary engines.

RATES 2 and 4 Apply to motor vehicles generally recognised as having an engine capacity of less than 2:0 litres.

- (iv) The rates specified in subclause (e) - Kilometreage, paragraph (i) - Required User Category and (ii) - Occasional User Category, shall not be varied as a consequence of National Wage Case decisions. The rates shall be varied upon application subsequent to 30 March and 30 September of each year after the Hobart Transportation, Private Motoring subgroup, Consumer Price Index Numbers for the quarters ending 30 March and 30 September respectively, become available. The Rate 1 and Rate 3 variations for the first 10,000 kilometres travelled shall be calculated in accordance with the formula specified in decision T.33 of 1985 dated 13 June 1985.

Variations to the other rates specified in the tables in subclause (e) - Kilometreage, paragraphs (i) - Required User Category and (ii) - Occasional User Category, shall be calculated by applying the percentage shown in brackets to the relevant first 10,000 kilometres rate (as varied) shown as 100 per cent.

- (v) An employee shall not receive an allowance for kilometres travelled in excess of 16,000 kilometres in any one financial year unless authorised by the employer concerned on the recommendation of the Head of Agency, to travel a greater distance in that year.
- (vi) In addition the following allowances shall be paid to employees:
- (1) Where stationed in Category R as provided in subclause (b) - District Allowances, paragraph (ii), subparagraph (1) of this clause, \$24.70 per month plus \$9.90 per 1,600 kms travelled on duty.

- (2) Where stationed in Category B as provided in subclause (b) - District Allowance, paragraph (ii), subparagraph (2) of this clause, \$16.40 per month plus \$9.90 per 1,600 kms travelled on duty.
 - (3) Where authorised to use a utility, four-wheel drive motor vehicle or any other special type of motor vehicle approved by the employer concerned - \$9.90 per month.
 - (4) Where authorised to use a trailer attached to the motor vehicle 2.97 cents for each kilometre travelled on duty with the trailer attached.
 - (5) Where authorised to use a motor vehicle on work involving the regular carrying of heavy equipment - \$9.90 per month.
 - (6) Where authorised to use a motor cycle - 9.67 cents for each kilometre travelled on duty.
 - (vii) Where an employee is required to provide a private motor vehicle in accordance with paragraph (i) - Required User Category of this clause and the distance travelled on duty in any financial year does not exceed 4,000 kilometres, the employee shall be paid an allowance calculated by multiplying the appropriate rate per kilometre by the difference between the actual number of kilometres travelled on duty during that year and 4,000 kilometres.
 - (viii) Where a part-time employee is eligible for any payment under subclause (e) - Kilometrage, paragraph (vii) of this clause, such allowance shall be calculated on the proportion of the total hours worked in that year by the part-time employee to the annual standard hours for a full-time employee of the same classification.
 - (ix) Unless otherwise directed by the employer, kilometrage on duty shall be the distance travelled from an employee's place of employment to his or her destination and return to his or her place of employment.
 - (x) A kilometrage allowance in excess of or at variance with the rates set forth in paragraphs (i) - Required User Category and (ii) - Occasional User Category of this subclause may be paid if, on the determination of the employer concerned, special circumstances exist which justify such excess or variation.
- (f) Meal Allowance
- (i) Where an employee is required to commence duty at their headquarters not less than one and a half hours before, or to remain on duty for not less than one and a half hours after, the normal hours of duty, and that requirement necessitates the employee obtaining a meal away from home, that employee shall, subject to this paragraph, be paid a meal allowance at the following rate:

Meal	Rate of Allowance \$
Breakfast	9.95
Lunch (or midday meal)	10.95
Dinner (or evening meal)	19.35

PROVIDED that where an employee who is required to work overtime on a Saturday, Sunday or holiday with pay, has been given prior notice the previous day or earlier, the employee shall not be entitled to the meal allowance BUT where such prior notice has not been given the employee shall attract such payment.

(ii) Where the duties of an employee require the employee to travel from that employee's headquarters and the employee is more than 60 kilometres at the normal meal break, that employee shall, subject to this paragraph, be paid:

(1) in the case of a meal purchased by the employee at any hotel, boarding house, or public eating house, a meal allowance at the following rate:

Meal	Rate of Allowance \$
Breakfast	9.95
Lunch (or midday meal)	10.95
Dinner (or evening meal)	19.35

(2) in the case of a meal provided by the employee, a meal allowance of \$3.55 for each meal so provided.

(g) Training Courses and Conferences Allowance

An employee who is required or is authorised to attend either a training course, conference or other similar function where full accommodation (including meals) is provided at no extra cost to such employee, he/she shall be paid an allowance for incidental expenses for each day of such attendance at the rate of:

	Rate per Day \$
(i) Within this State	10.95
(ii) Outside this State	24.80

(h) Travelling Allowance

(i) Employees travelling on duty who are required to remain away from their normal place of residence overnight shall be paid an allowance calculated in accordance with the following components:

Component	Within Tasmania	Outside Tasmania	Sydney	Melbourne
	\$	\$	\$	\$
Overnight absence from normal place of residence	97.90	136.80	159.75	136.80
Breakfast (preceding or following an overnight absence) applicable hours 7.00am - 8.30am	16.00	16.00	16.00	16.00
Lunch (preceding or following an overnight absence) applicable hours 12.30pm - 2.00pm	14.25	14.25	14.25	14.25
Dinner (preceding or following an overnight absence) applicable hours 6.00pm - 7.30pm	30.35	30.35	30.35	30.35

PROVIDED that if the employee so wishes, that employee shall be allowed advance payment of the estimated allowance payable for the period of travel in question.

- (ii) In addition to the allowance available in accordance with paragraph (i) of this subclause and provided the employer is satisfied that the employee did incur the expense claimed, an employee shall be entitled to reimbursement of reasonable expense incurred, as a result of his or her absence from the normal place of residence, for the following purposes:
 - (1) a telephone call to the employee's spouse or children each 24 hours;
 - (2) dry cleaning or laundry required as the result of an extended absence.
- (iii) Notwithstanding paragraph (i) of this subclause where the employer is satisfied that no reasonable alternative accommodation is available, the employee may be reimbursed for actual expenses incurred.
- (iv) Where an employee travels with a Minister or in a representative capacity for the State, or on special duties as determined by the employer, and thereby incurs additional expense, the employee may be paid such travelling allowance as may be determined by the employer.
- (v) Where public transport is not conveniently available and employees in the performance of their duties find it necessary to hire other forms of transport, they shall, subject to the approval of the employer, be reimbursed the actual costs incurred in the hiring of such transport.

(vi) Where employees in the performance of their duties are required to be stationed temporarily at any place other than their usual headquarters for a period exceeding three weeks, and are absent from their normal place of residence, and have to procure board and lodging whilst so stationed, they shall be paid a travelling allowance at the following rates:

(1) for the first three weeks in accordance with the rates set forth in paragraph (i) of this subclause; and

(2) thereafter, at such rate as the employer concerned may determine.

(vii) Where the employer certifies that the duties of an employee involve systematic travelling, the employer shall determine the rate to be paid to such employee within the limits of the rates set forth in paragraph (i) of this subclause.

(viii) Where an employee in the performance of their duties is required to travel:

(1) Within Australia (including Papua New Guinea and New Zealand - by ship, aircraft, railway train, or other means of conveyance, where the employee is provided meals and sleeping quarters, that employee, while so travelling, shall be paid a travelling allowance at the rate of:

	Rate per Day \$
Within this State	15.25
Outside this State	21.35

(2) Outside Australia, Papua New Guinea and New Zealand - that employee, while so travelling, shall be paid a travelling allowance at such a rate as the employer may approve.

4. BOARD AND LODGING

(a) An employee who is provided with board and/or lodging at a health service facility shall have deducted from that employee's salary the following amounts in respect of such board and lodging:

	\$
(i) Where both board and lodging is provided per week	100.60
(ii) Where lodging but no board is provided per week	18.45
(iii) Where board but no lodging is provided per week	82.15

(b) The amount that may be deducted where meals only are provided shall be as follows:

Lunch/Evening	Rate Per Meal \$
3 Course (Soup, Main and Sweet)	4.50
2 Course (Main, Soup or Sweet)	3.30
Single Main - Hot or Cold	2.15
Single Course other than Main Course	1.20
All breakfasts - full	4.50
Continental breakfast	2.70

PROVIDED that the employer may include on the cafeteria menu meals at prices above those covered by the award.

PROVIDED FURTHER:

- (i) a minimum charge of \$1.20 applies for each meal taken;
- (ii) in each case where a one, two or three course meal is ordered and charged for as above, no extra charge is to be levied for either beverages, toast, bread, butter or condiments.

5. EXCESS FARES

An employee who is required by the Head of Agency to attend work for short periods at a location other than their regular place of employment shall be paid such reasonable fares necessarily incurred.

PROVIDED that no employee shall be entitled to the benefits of this subclause for more than three months in any one continuous period.

6. LEAVE EXPENSES - BASS STRAIT ISLANDS

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

PROVIDED that:

- (a) 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;
- (b) for the purpose of obtaining medical or dental treatment for an employee or dependant member of their family resident on the Bass Strait Islands an employee shall 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 shall be in substitution for one or both of the return airfares for the person concerned, more particularly set forth in this paragraph;
- (c) the above entitlement is not cumulative, each year standing alone;
- (d) no employee shall 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.

7. MEALS ON DUTY

Where, on the determination of the Head of Agency, the nature of an employee's duties are such as to warrant free meals on duty, or where in the Head of Agency's opinion other good reason exists for the provision to an employee of free meals on duty, such meals shall be provided free of charge.

8. SPECIAL RATES

Subject to subclause (a) of this clause in addition to the salary rates prescribed by Part III, Clause 1 - Salaries of this award the following special rates shall be paid to employees including apprentices and trainees:

(a) Cold Places

An employee working for an aggregate of more than one hour per shift in places where the temperature is reduced by artificial means below 0 degrees Celsius shall be paid \$0.45 per hour extra for the time so worked. Where the work continues for more than two hours, employees shall be entitled to a rest period of 20 minutes every two hours without loss of pay.

(b) Confined Spaces

An employee working in a confined space that is a compartment, space or place the dimensions of which necessitate such employee working in a stooped or otherwise cramped position or without proper ventilation, shall be paid \$0.55 per hour extra.

(c) Dirty Work

An employee required to perform work which an authorised representative for the employer and the employee shall agree, is of an unusually dirty or offensive nature shall be paid \$0.45 per hour extra. In case of a disagreement between the representative and the employee, the employee shall be entitled within 24 hours to ask for a decision on his/her claim by a representative responsible for the management or supervision of the work concerned. In such a case a decision shall be given on the employee's claim within 48 hours of it being asked for (unless that time expires on a non working day) or else the said allowance shall be paid. Any dispute arising under this subclause as to whether the work is of an unusually dirty or offensive nature shall be determined by the employer.

(d) Hot Places

An employee working for more than one hour in the shade in places where the temperature is raised by artificial means to between 46 and 54 degrees Celsius, shall be paid \$0.45 per hour extra. The temperature shall be decided by a representative of the employer of the hospital concerned after consultation with the employees who claim the extra rate.

(e) Rates not Subject to Penalty Additions

The special rates herein prescribed shall be paid irrespective of the times at which the work is performed and shall not be subject to any premium or penalty additions.

9. WORK ABOVE FLOOR LEVEL

In no circumstances shall appliances other than a suitable platform or ladder be used for carrying out work above floor level. Employees engaged on such work are required to comply with the manufacturers specifications regarding the use of such equipment and safety policies and similar instructions available in the workplace.

Work above floor level is defined as that which requires an employee to work on a platform or ladder which raises the employee to a height at least one metre above normal floor height.

10. WORK AWAY FROM NORMAL PLACE OF DUTY

Starting time shall be at the usual place of employment and transport shall be provided to and from distant jobs, except where, having regard to the employee's usual place of residence in relation to the distant job, it is, in the opinion of the employer, more convenient for the employee to commence work at the distant job rather than at his/her usual place of employment, in which case starting time shall be at the distant job.

PART V- HOURS OF WORK AND OVERTIME

1. HOURS OF WORK - DAY WORKER

(a) The ordinary hours of work for a day worker shall be:

(i) 36¾ hours per week;

(ii) 37½ hours per week;

(iii) 38 hours per week;

to be worked five days, Monday to Friday inclusive, in continuous periods of seven hours 21 minutes, 7½ hours and seven hours 36 minutes per day respectively between the hours of 7.00am and 5.30pm except for a meal break of no more than one hour.

PROVIDED that all employees, engaged after 1 December 1993, shall work 38 hours per week, with all existing employees working less than 38 hours per week employed on or before the operative date shall, at their current classification level retain those hours until they reach the top of their classification level and have spent 12 months at that level.

PROVIDED FURTHER that work performed by day workers prior to 7.00am and after 5.30pm, shall be paid for at overtime rates, but shall be deemed for the purpose of this subclause to be part of the employees ordinary hours of work where his/her ordinary hours of work within the period 7.00am to 5.30pm in any week, have been less than 38, or whichever is applicable.

PROVIDED ALWAYS that no employee shall be required to work more than five hours without a meal break.

(b) A day worker employed as an operational employee within a hospital who is directed to work during their recognised meal break shall, for all work performed during such period and thereafter until a meal break is allowed, be paid at the rate of double that employee's normal salary rate.

(c) Notwithstanding the provisions of this subclause, the spread of hours may be altered between 7.00am and 7.00pm to all or a section of employees by mutual agreement between the employer, the relevant union and the majority of the employees affected, but not so as to require any employee to work more than nine hours in any day; or:

(i) for employees working 36.75 hours per week, no more than 147 hours in any two consecutive fortnightly pay periods;

- (ii) for employees working 37.50 hours per week, no more than 150 hours in any two consecutive fortnightly pay periods;
- (iii) for all other day workers, no more than 152 hours in any two consecutive fortnightly pay periods.

2. HOURS OF WORK – PART-TIME EMPLOYEES

Part-time employees shall be entitled to the conditions prescribed by this award, except where such conditions are in conflict with those set out below, in which case this clause will apply.

- (a) A part-time employee shall be provided with minimum of two hours work or pay on each occasion they are required to attend for work unless otherwise mutually agreed by the employee, employer and the appropriate union.
- (b) A part-time employee, engaged as a day worker, who is required to work outside the spread of hours as prescribed in Part V, Clause 1 - Hours of Work - Day Worker shall be paid penalty rates as follows:
 - (i) Monday to Saturday - time and a half for the first two hours, double time thereafter;
 - (ii) Sunday - double time;
 - (iii) Holidays with Pay - double time and a half.
- (c) A part-time employee who is required to work on Saturdays, Sundays and holidays with pay shall be paid for all time worked on those days, the penalty rates prescribed for those days in Part V, Clause 3 - Overtime - Other Than Shiftworkers, paragraph (a)(ii).

PROVIDED that a part-time employee who receives a loading in lieu of annual leave, personal leave and holidays with pay, shall be paid at the rate of 1.7 times the relevant award rate for work on a holiday with pay.

3. OVERTIME - OTHER THAN SHIFTWORKERS

- (a) (i) The Head of Agency may require an employee to work reasonable overtime at overtime rates, and such employee shall work overtime in accordance with such requirement. No overtime shall be worked without the prior approval of the Head of Agency or a person authorised by the Head of Agency to approve overtime work.
- (ii) For all time worked in excess of the ordinary hours of work, Monday to Saturday inclusive, payment shall be made at the rate of time and a half for the first two hours, and double time thereafter. For overtime work on

Sunday, payment of double time and overtime performed on a holiday with pay or such other day as may be allowed as a State Service Holiday (other than rostered shiftwork) to be paid at double time and one half.

PROVIDED that, except as provided by Part V, Clause 5 – Availability and Recall of this award, where an employee is in receipt of a salary of or exceeding the maximum salary entitlement payable to Level 5 of the Administrative and Clerical classification as prescribed by this award but not exceeding the maximum salary entitlement prescribed for Level 7 of the Administrative and Clerical classification, an entitlement for payment of overtime shall be computed at the rate of the maximum salary entitlement payable to Level 5 of the Administrative and Clerical classification.

PROVIDED FURTHER that, except as provided by Part V, Clause 5 – Availability and Recall of this award, officers in receipt of a salary in excess of the maximum salary entitlement determined for Level 7 Administrative and Clerical classification under this award, shall not be entitled to payment for any overtime worked.

An employee who holds a position which regularly requires them to work on holidays with pay shall, where mutually agreed, by the employee, employer and the appropriate union, be paid in addition to any paid time off in lieu granted by the employer concerned, at the rate of time and a half of their ordinary rate for the first eight hours worked during their normal spread of hours, and thereafter in accordance with the overtime rates set forth in paragraph (ii) above.

PROVIDED ALWAYS that no employee shall receive in the aggregate more than the equivalent of double time and a half of the employee's ordinary rate. For the purposes of computing overtime, each day's work shall stand alone - except in those cases where overtime is continuous from one day to the next.

- (iii) Unless the period of overtime is one and a half hours or less, an employee before starting overtime shall be allowed a meal break of twenty minutes, which shall be paid for at ordinary rates. The employer and an employee may agree to any variation of this provision to meet the circumstances of the work in hand.
- (iv) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that the employee will be so required, shall either be supplied with a meal by the employer, or paid \$9.25 in lieu thereof.
- (v) Allowances prescribed by this award other than Higher and More Responsible Duties and Mixed Functions allowance, shall not be taken into account in the compilation of overtime and penalty rates prescribed by this award.

Notwithstanding the foregoing, the 20 per cent loading payable to casual employees and part-time employees working less than 20 hours per week shall be taken into account before calculating penalty rates payable for weekend and holiday with pay shifts, but shall not be taken into account when calculating overtime payments.

(b) Rest Period after Overtime

- (i) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.
- (ii) An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day, that the employee has not had at least eight consecutive hours off duty between those times shall, subject to this section, be released after completion of such overtime until that employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (iii) If on the instructions of the employer such an employee resumes or continues work without having had eight consecutive hours off duty, the employee shall be paid at double time until the employee is released from duty for such period and the employee shall then be entitled to be absent until that employee has eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

4. OVERTIME - PART-TIME EMPLOYEES

Part-time employees shall be entitled to the conditions prescribed by this award, except where such conditions are in conflict with those set out below, in which case this clause will apply.

The overtime rate for part-time employees shall be calculated by adding the overtime penalty prescribed in Part V, Clause 3 - Overtime - Other Than Shiftworkers, to the employee's normal hourly rate.

5. AVAILABILITY AND RECALL

(a) Availability

- (i) The employer may require an employee, by way of a roster or direction, to be available to resume duty. The employee must remain:

- (1) Fit for duty; and
 - (2) Contactable while so rostered or directed; and
 - (3) Able to resume duty or return to work as soon as practicable.
- (ii) An employee rostered or directed to be available will be paid \$2.77 per hour for each hour they are required to be available.
 - (iii) Where an employee is required to resume duty at a workplace the employee will be remunerated in accordance with the Recall, On Call provisions of this clause.
 - (1) For the purpose of this subclause, time reasonably spent in travelling to and from work will be regarded as time worked.
 - (2) An employee is required to maintain a record, in the form of a timesheet, of all time worked.
 - (iv) Where an employee is required to perform duties out of hours without the requirement to resume duty at the workplace, the employee will be remunerated hour for hour at their normal rate of pay.
 - (1) Remuneration will be calculated on the cumulative hours worked and be rounded to the nearest hour with a minimum payment of one hour. For the purposes of this calculation each day of availability stands separately.
 - (2) An employee is required to maintain a record, in the form of a timesheet, of all time worked.
- (b) An employee who is recalled to work overtime without prior notice thereof shall be paid as follows:
 - (i) In respect of the first recall a minimum payment of three hours at the appropriate overtime rate.
 - (ii) In respect of subsequent recalls occurring up to three hours from the commencement of the first recall for which a minimum payment has been attracted, in accordance with paragraph (i) of this subclause no extra payment shall accrue until the time actually worked exceeds three hours.
 - (iii) Payment for all recalls occurring outside the three hour period from the commencement time of the first recall for which a minimum payment has been made shall be calculated at the appropriate overtime rate for actual time worked.
 - (iv) The appropriate overtime rate for the purpose of this clause shall be calculated as follows:

(1) Professional Employees

For a professional employee classified at Level 1 of this category, on the employees annual salary rate exclusive of all allowances.

For all other professional employees, on the maximum salary payable for a Level 1 employee exclusive of all allowances.

(2) Technical Employees

For a technical employee classified at Levels 1 and 2 of this category, on the employees annual salary rate exclusive of all allowances.

For all other technical employees, at the maximum salary payable for a Level 2 employee exclusive of all allowances.

(3) Administrative and Clerical Employees

For an administrative and clerical employee classified at Levels 1, 2 and 3 of this category, on the employees annual salary rate exclusive of all allowances.

For all other administrative and clerical employees, at the maximum salary payable for a Level 3 employee exclusive of all allowances.

(4) Operational Employees

For an operational employee classified at Levels 1 through to 7 of this category, on the employees annual salary rate exclusive of all allowances.

For all other operational employees, at the maximum salary payable for a Level 7 employee exclusive of all allowances.

(c) For the purposes of this clause time reasonably spent in travelling to and from work shall be regarded as time worked.

(d) For the purposes of determining the first recall period each continuous on call period shall stand alone.

PROVIDED that where a continuous on call period exceeds 24 hours each 24 hour on call period shall stand alone.

(e) Where an employee is recalled to work within three hours of commencing normal duty, the employee shall be paid at the appropriate overtime rate for that period up until the commencement time of the normal duty, but the employee shall not be obliged to work for the full period if the work for which the employee was recalled is completed in less time.

- (f) Where an employee as part of their normal duties returns to work for short periods to perform specific duties such as the checking of equipment or machinery, security or caretaking-type duties and the like that employee shall be excluded from the provisions of this clause.

6. SHIFT WORK

- (a) Afternoon Shift and Night Shift Allowances

Subject to existing customs and practices:

- (i) Shiftworkers, whilst on afternoon shift and night shift shall be paid 15 per cent more than the ordinary rate for such shifts.
- (ii) A shiftworker who works on any afternoon shift or night shift which does not continue for at least five successive afternoons or nights shall be paid for each shift 50 per cent more than their ordinary rate.

- (b) Broken Shifts

Subject to the proviso hereto broken shifts shall not be worked.

PROVIDED that in an emergency situation a broken shift may be worked by mutual agreement between the employer, the employee(s) and the appropriate union. All work performed in excess of a spread of nine hours shall be paid at the rate of double time.

- (c) Daylight Saving

In accordance with the *Daylight Saving Act 1968*:

- (i) An employee shall not be penalised for time not worked because of the commencement of Daylight Saving;
- (ii) An employee who works the extra time at the end of Daylight Saving shall not be paid for such time worked.

- (d) 48 Hours Notice of Transfer in Emergencies

To enable the services of a hospital to be carried on in cases of illness or emergency situations an employee working or likely to work as a shiftworker may be transferred from a day worker, or vice versa, subject to a minimum period of 48 hours notice. Payment of the appropriate overtime rates shall be made in lieu of such notice.

(e) Hours

(i) The ordinary hours of work for shift workers shall not exceed:

- (1) eight in any one day; nor
- (2) 48 in any one week; nor
- (3) 88 in any 14 consecutive days; nor
- (4) 152 in the 28 day accounting period.

PROVIDED that an employee may be rostered to work 160 hours in an accounting period but shall be paid for only 152 hours plus all additional payments due under subclause (a) - Afternoon Shift and Night Shift Allowances and subclause (h) - Saturdays, Sundays and Holidays with Pay of this clause. The employee shall be given a day off in lieu of the additional eight hours worked at a mutually convenient time and receive eight hours pay therefor.

(ii) Subject to the following conditions shift workers shall work such time as the employer may require:

- (1) a shift shall consist of not more than eight hours, inclusive of a meal break;
- (2) except at the regular change-over of shifts an employee shall not be required to work more than one shift in each 24 hours;
- (3) 25 minutes shall be allowed to shift workers each shift for a meal break which shall be counted as time worked.

PROVIDED that subject to mutual agreement between the employer, the employees and the appropriate union, day shift employees shall be allowed to extend their paid 25 minute meal break up to one hour each day, which shall not count as time worked and shall be unpaid.

(f) Overtime

Work performed by a shiftworker outside the ordinary hours of their shift, or on a shift other than a rostered shift, shall be paid at the rate of double time. But such payment shall not apply in those cases where arrangements have been made between the employees themselves or, in cases due to rotation of shifts, or, when the relieving employee does not attend for duty at the proper time. Where an employee has finished that employee's ordinary shift, such unrelieved employee shall be paid time and a half for the first eight hours, and double time thereafter.

PROVIDED that in cases where the employer has been given at least eight hours notice that an employee rostered to relieve a shiftworker will not attend at the proper time, all time spent on duty by the unrelieved shiftworker after completion of his/her normal shift, shall be paid at the rate of double time.

(g) Rosters

There shall be a roster for shifts which shall:

- (i) provide for rotation unless all the employees concerned desire otherwise;
- (ii) provide for not more than eight shifts to be worked in any nine consecutive days;
- (iii) not be changed until after four weeks notice.

PROVIDED that an employee's place on such roster shall not be changed, except on one week's notice of such change or, payment of the penalty rates set or provided for. So far as employees present themselves for work in accordance therewith, shifts, shall be worked according to the roster, which shall:

- (i) provide for a minimum of two consecutive days off duty except where by mutual agreement between the employer, the employee(s) concerned, and the appropriate union alternative arrangements are made;
- (ii) clearly stipulate a 28 day accounting period which shall include a nominated day off in addition to eight rostered days off. Such day off will not be nominated where an employee is required to work 160 hours in the accounting period in accordance with the proviso to subclause (e) - Hours, paragraph (i) of this clause.

The nominated day off shall be rostered to fall on a day of the week other than Saturday or Sunday.

PROVIDED FURTHER that staff engaged to provide relief on nominated days off pursuant to paragraph (ii) above while engaged in such capacity shall be regarded as shift workers for all purposes of the award (except additional annual leave). Rosters covering such relief employees shall not be required to rotate.

(h) Saturday, Sunday and Holidays With Pay

- (i) Where the major portion of a shift falls on a Saturday, the employee shall be paid at the rate of time and one half of the employee's normal salary rate.
- (ii) Where the major portion of which falls on a Sunday or holiday with pay, as prescribed in Part VI, Clause 3 - Holidays with Pay, the employee shall be paid at the rate of double time.

PROVIDED that such rates shall be in substitution for and not cumulative upon the shift allowances more particularly set out in subclause (f) - Overtime of this clause. The provisions of this subclause shall not prejudice any right of an employee to obtain alternatively any higher rate in respect of that work by virtue of any provision of this award.

- (iii) Where a shiftworker is required to work on a holiday with pay and is granted time off in lieu thereof, the above penalty rate shall not apply.

7. SHIFTWORK - PART-TIME EMPLOYEES

Part-time employees shall be entitled to the conditions prescribed by this award, except where such conditions are in conflict with those set out below, in which case this clause will apply.

Part-time shiftworkers shall be entitled to the provisions of Part V, Clause 6 - Shift Work with the following exceptions:

- (a) Hours - the maximum hours in any one fortnight shall be 80.
- (b) The maximum hours in any one day shall be eight, (except where such hours are worked in accordance with the provisions of Part V, Clause 6 - Shift Work, paragraph (a)(i), any time worked outside of these hours shall be paid at the rate of double time.
- (c) Rosters - the provisions of Part V, Clause 6 - Shift Work in this respect shall apply but work by choice or mutual agreement by the employee, employer or appropriate union outside rostered shifts shall not be subject to penalty (other than shift, Saturday, Sunday and holiday with pay penalties).

PROVIDED that any time worked in excess of eight hours per day shall be paid at the rate of double time.

Where an employee is instructed to work shifts other than in accordance with Part V, Clause 6 - Shift Work the employee shall be entitled to the penalty payments prescribed by that clause.

- (d) Meal breaks - the paid meal break prescribed by Part V, Clause 6 - Shift Work shall be given to all employees who work in excess of four hours.

PROVIDED that in determining the amount of leave to which an employee is entitled at any time (other than leave which has been accumulated) the average hours worked per week in the preceding three months shall be used except that where an employee has less than three months' service, the period per week for which the employee was engaged shall be used.

PROVIDED FURTHER that in determining the amount of leave to be accumulated for the purposes of Part VI, Clause 4 – Personal Leave, subclause (d) the entitlement shall be based on the average number of hours worked in 12 months (less the period of personal leave taken).

PART VI – LEAVE AND HOLIDAYS WITH PAY

1. ANNUAL LEAVE

(a) Period of Leave

- (i) Employees other than those who receive a 20 per cent loading (in lieu of annual leave, personal leave and holidays with pay) shall be allowed annually and after 12 month of continuous service:

152 hours leave in the case of employees working 38 hours per week
150 hours leave in the case of employees working 37.5 hours per week
147 hours leave in the case of employees working 36.75 hours per week

(ii) Shiftworkers

- (1) In addition to the leave prescribed in paragraph (a)(i) of this clause shiftworkers shall be allowed 38 hours leave to be taken in seven consecutive days including non-working days. Where an employee with 12 months' continuous service is engaged for part of the 12 monthly period as a shiftworker, that employee shall be entitled to have the period of annual leave prescribed in paragraph (a)(i) of this clause increased by 3.16 hours for each month the employee is continuously engaged.
- (2) To qualify as a shift worker for the purposes of annual leave, an employee shall be rostered to perform work on not less than 10 Saturdays and 10 Sundays during any one leave year.

(iii) Part-time Employees

Part-time employees (excluding employees who receive the 20 per cent loading in lieu of annual leave, personal leave and holidays with pay) shall be entitled to annual leave based on the number of ordinary hours worked in the leave year.

The leave entitlement shall be calculated as follows:

$$\frac{\text{part-time hours worked p.a. (including any periods of annual leave)}}{\text{full-time hours per annum X full-time leave entitlement}} = 1$$

(b) Annual Leave Exclusive of Holidays With Pay

Subject to this subclause the annual leave prescribed by this clause shall be

exclusive of any of the holidays prescribed by Part VI, Clause 3 - Holidays with Pay, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

Notwithstanding the foregoing provisions, a shift worker shall have added to their period of annual leave one day for each statutory holiday mentioned in Part VI, Clause 3 - Holidays with Pay, whether or not such holiday is observed on a day which, for that employee would have been a rostered day off. This shall not apply to a Statutory holiday which is observed on a Saturday or on a Sunday.

(c) Broken Leave

Leave allowed under the provisions of this clause shall be given and taken in not more than two separate periods unless the Head of Agency and the employee otherwise agree.

(d) Time of Taking Leave

Annual leave shall be given at a time fixed by the Head of Agency within a period not exceeding six months from the date when the right to annual leave accrued and after not less than two weeks notice to the employee.

(e) Payment in Lieu Prohibited

Except as provided in subclause (g) of this clause payment shall not be made or accepted in lieu of annual leave.

(f) Payment for Period of Leave

Each employee before going on leave shall be paid the amount of wages that employee would have received in respect of the ordinary time which the employee would have worked had that employee not been on leave during the relevant period and no deduction shall be made for board and lodging. Payment calculated in accordance with the provisions of this clause should be made for the full weeks of leave at the time, unless otherwise specified by the employee.

PROVIDED that a shiftworker who is normally rostered to work 160 hours in an accounting period, in accordance with the proviso to Part V, Clause 6 - Shift Work, subclause (e) - Hours, paragraph (i) of this award, shall be paid the amount of wages they would have received in respect of the ordinary time they would have worked had they been rostered to work the standard 152 hours had they not been on leave during the relevant period and no deduction shall be made for board and lodging and no day in lieu shall accrue.

Payment shall be made not later than 12 noon on the last day of work prior to going on leave.

(g) Proportionate Leave on Ending Service

If after one month of continuous service in any qualifying 12 month period an employee lawfully leaves their employment or their employment is terminated by the employer through no fault of the employee, the employee shall be paid at that employee's ordinary rate of wages as follows:

- (i) Day Worker - 8.33 per cent of annual leave entitlement for that category of employee for each completed month of continuous service.
- (ii) Shift Worker who is entitled to five weeks leave in a full year - 8.33 per cent of annual leave entitlement for that category of employee for each completed month of continuous service in addition such entitlements established under the provisions of subclause (b) - Annual Leave Exclusive of Holidays with Pay of this clause.
- (iii) Part-time Employees not attracting a 20 per cent loading:
 - (1) Shift Worker - 8.33 per cent of normal hours worked in each completed month of continuous service in addition to such entitlements established under the provisions of subclause (b) - Annual Leave Exclusive of Holidays with Pay of this clause.
 - (2) Day Worker - 8.33 per cent of annual leave entitlement for that category of employee for each completed month of continuous service.

Service shall be deemed to be continuous if the employee was engaged as a part-time employee during the relevant period.

(h) Calculation of Continuous Service

For the purpose of this clause, service shall be deemed to be continuous notwithstanding any absence from work on account of any approved leave with pay.

In calculating the period of 12 months continuous service, leave without pay shall not be calculated as continuous service after a cumulative period of 91 calendar days in any 12 month period.

(i) Employer Instigated Cancellation of Leave by the Head of Agency

- (i) Where the Head of Agency cancels approved annual leave (whether agreed or otherwise by the employee, and irrespective of when such cancellation notification is given) an employee incurs a monetary loss directly associated with pre-established annual leave holiday arrangements, and such loss is deemed to be unrecoverable, the employee shall be entitled to recover such otherwise unrecoverable costs from the employer.

PROVIDED that such claims must be verified by the production of receipts or other form of documentation indicating the prior expenditure incurred associated with pre-holiday arrangements. This information is to be accompanied by written notification, from the person or organisation with whom or which the payment was made, stating the amount which is not recoverable.

PROVIDED FURTHER that the employer shall only be liable to pay that portion of the payment declared unrecoverable, which is not subject to an insurance claim or payment.

- (ii) An employee who, during a period of annual leave, responds to an employer instigated request to return to work during such a period of annual leave shall be entitled to redeem from the employer any travel and other associated costs incurred in returning to work and the subsequent resumption of annual leave. Such costs are deemed to be those in excess of costs normally incurred by the employee in travelling daily to and from work.

The reimbursement of costs associated with the resumption of annual leave would only apply when the period of leave was deemed to be continuous, save only for the interruption occasioned by the return to work.

Claims for reimbursement of travel and other associated costs must be accompanied by receipts and any other form of documentation which would be appropriate to the circumstances of the claim.

- (iii) An employee, on returning to work in response to an employer instigated request, shall be recredited with one day's annual leave for each day or part thereof the employee is deemed to be at work. The employee shall be entitled to observe such additional recredited day or days in addition to that unused portion of approved annual leave (which the employee would have observed but for the interruption occasioned by his/her return to work) immediately upon the expiration of the period of duty for which the employer recalled the employee.

PROVIDED that an employee may elect to take the balance of unused leave and recredited days at a later date.

2. ANNUAL LEAVE - PART-TIME SHIFTWORKERS

Part-time employees shall be entitled to the conditions prescribed by this award, except where such conditions are in conflict with those set out below, in which case this clause will apply.

- (a) To qualify as a shiftworker for the purposes of receiving an additional week's annual leave a part-time employee shall be rostered to perform work on not less than 10 Saturdays and not less than 10 Sundays during any one year.

- (b) A part-time shiftworker shall have his/her period of annual leave extended by the addition of one day for each holiday with pay as prescribed in Part VI, Clause 3 - Holidays with Pay, whether or not such holiday is observed on a day which for that employee would have been a rostered day off.

This shall not apply in respect to a statutory holiday which is observed on a Saturday or a Sunday.

- (c) A part-time shiftworker whose place upon a roster does not rotate (by agreement between the relevant parties and persons bound by this award and the employees concerned) shall only have their period of annual leave extended by the addition of one day for each holiday prescribed in Part VI, Clause 3 - Holidays with Pay, upon which the employee is rostered to work.

The provisions of paragraphs (ii) and (iii) of this subclause shall not apply in respect to a statutory holiday which is observed on a Saturday or a Sunday.

3. HOLIDAYS WITH PAY

- (a) All employees, other than shift workers, casual employees and part-time employees engaged to work more than 20 hours per week, shall be entitled to the following holidays without deduction from their wages:

Christmas Day, Boxing Day, New Year's Day, Australia Day, Cup Day, Hobart Regatta Day (south of Oatlands, including Oatlands), Eight Hours Day, Good Friday, Easter Monday, Easter Tuesday, ANZAC Day, Queen's Birthday, Show Day and the first Monday in November in those districts where Hobart Regatta Day is not observed, or such other day as may be observed in the locality in lieu of any of the aforementioned holidays.

In addition, such other day or days declared from time to time to be State Service holidays, having regard to the declared location of such day or days.

- (b) Payment for the holidays mentioned in subclause (a) of this clause which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when if it were not for such holiday, he/she would have had been at work.
- (c) Where an employee who is entitled to holidays in accordance with subclause (a) of this clause is required to work on any of the holidays mentioned in that subclause, either for part or the whole of such day the employee shall, in the case of a shift worker be paid at the rate prescribed in Part V, Clause 6 - Shift Work, subclause (h) - Saturday, Sunday and Holiday with Pay shifts, and in the case of a day worker be paid at the overtime rate prescribed in Part V, Clause 3 - Overtime - Other than Shiftworkers.
- (d) An employee required to work on any of the holidays mentioned in subclause (a) of this clause, where such holiday applies at his/her normal place of work but because

his/her duties require the employee to work at a place where the holiday does not apply, shall have the time in lieu of such holiday added to the employee's annual leave entitlement.

PROVIDED that ordinarily no employee shall be entitled to observe more than one full day or one half day (as the case may be) Cup Day holiday in any one year.

4. PERSONAL LEAVE

The provisions of this clause apply to permanent and fixed-term employees but do not apply to casuals. The entitlements of casual employees are set out in clause (n).

(a) Definitions

(i) Health Practitioner means a registered health practitioner registered or licensed as a health practitioner under an appropriate law of the State of Tasmania.

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

(iii) Immediate family 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 exnuptial child), parent (including foster parent step parent or legal guardian), grandparent, grandchild, sibling or step sibling, of the employee or employee's spouse.

(i) 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 the State of Tasmania that provides for the registration or licensing of health practitioners.

(ii) 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.

(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) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.

(ii) Personal leave accrues according to length of service. Part time employees are entitled to the same personal leave credits as a full time employee but on a pro-rata basis according to the number of hours worked compared to full time employees. Payment for personal leave will only be made for those hours that would normally have been worked had the employee not been on personal leave.

(iii) An employee is entitled to a maximum accrual of 152 hours in each personal leave year except as prescribed in subclause (c) of this clause. In the first year of service an employee is entitled to a maximum of 12 hours and 40 minutes for each completed month of service.

(iv) An employee is entitled to leave on full pay (excluding shift or weekend allowances, overtime or penalties).

(c) Accumulation of personal leave

If the full period of personal leave as prescribed in subclause (b) (iii) 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.

(d) 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.

(e) Personal Leave for Personal Injury or Sickness

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

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

- (i) An employee is entitled to use up to 76 hours personal leave, including accrued personal leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause.
- (ii) Leave may be taken for part of a single day.
- (iii) 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 subclause (f)(i), beyond the limit set out in subclause (f)(i). In such circumstances, the employer and the employee will agree upon the additional amount that may be accessed.

(g) Sole person accessing leave

In normal circumstances an employee is not to take leave for caring purposes where another person has taken leave to care for the same person.

(h) Employee Must Give Notice

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

- (i) 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.

As far as practicable the employee is to state:

- the nature of the injury or illness and;
- the estimated duration of the absence.

- (ii) As far as practicable an employee taking personal leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency is to give the employer:

- notice prior to the absence of the intention to take leave;
- the name of the person requiring care and their relationship to the employee;
- the reasons for taking such leave; and the estimated length of absence.

- (iii) If it is not practicable for the employee to give prior notice of the absence, the employee is to notify the employer at the earliest opportunity on any day leave is required and provide an estimation of the length of leave required.

(i) Evidence Supporting Claim

Subject to subclause (j) when taking personal leave the employee is to prove to the satisfaction of the employer that the employee was unable to attend duty on the day or days on which personal leave is claimed.

- (i) Where evidence is required and where reasonably practicable to do so;
 - (1) An employee absent on account of personal injury or illness is to provide a medical certificate from a registered health practitioner
 - (2) Where taking leave to care for members of immediate family or household who are sick and require care and support the employee is to provide a medical certificate from a registered health practitioner stating the illness of the person concerned and that such illness requires care by the employee
 - (3) Where taking leave to care for members of immediate family or household who require care due to an unexpected emergency, the employee is to provide documentation acceptable to the employer stating the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- (ii) If it is not reasonably practicable for the employee to give the employer a medical certificate a statutory declaration made by the employee, stating the illness of the person concerned and where applicable that such illness requires care by the employee.

(j) Days without medical certificate for personal injury or illness

- (i) Where leave is granted under this clause for personal leave for personal illness or injury for a period of three or more consecutive working days, the third and subsequent days are without pay unless the leave is supported by a certificate from a registered health practitioner.
- (ii) A medical certificate from a registered health practitioner is required for each personal leave absence for personal illness or injury after the employee has taken an aggregate of 38 hours without a medical certificate in any personal leave year.

(k) Calculation of Personal Leave year

- (i) A personal leave year for the purposes 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, including 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.

(l) Verification of illness

Personal leave on account of personal illness or injury is not to be granted to an employee who is suspected of being absent from duty without sufficient cause, and in order to satisfy the employer that there was or was not sufficient cause, the employer may 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.

(m) Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an expected 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 (h) and (i) are met.

(n) Casual Employees – Caring Responsibilities

- (i) Subject to the evidentiary and notice requirements in subclauses (h) and (i) casual employees are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency.
- (ii) The employer and the employee are to agree on the period for which the employee will be 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 clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

5. PERSONAL LEAVE FOR PART-TIME EMPLOYEES

Part-time employees shall be entitled to the conditions prescribed by this award, except where such conditions are in conflict with those set out below, in which case this clause will apply.

Part-time employees who work in excess of 20 hours per week shall, in any one year, be entitled to the following personal leave entitlements:

20 hours to less than 30 hours per week	114 hours pa
30 hours and above	152 hours pa

6. BEREAVEMENT LEAVE

The provisions of this clause apply to permanent and fixed-term employees but do not apply to casuals. The entitlements of casual employees are set out in subclause (g).

(a) Definitions

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

(ii) Immediate family 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 exnuptial child), parent (including foster parent step parent or legal guardian), grandparent, grandchild, sibling or step sibling, of the employee or employee's spouse.

(b) Paid leave entitlement

In the event of the death of a member of the employee's immediate family or household an employee will be granted bereavement leave upon application being made to and approved by the employer without loss of pay or entitlement to continuous service for a period of up to ten days with the discretion of the employer to grant additional paid leave.

(c) This clause has no application while the period of entitlement to leave under it

coincides with any other period of entitlement to leave.

- (d) Provided that no payment will be made in respect of the employee's rostered days off.

- (e) Evidence Requirements

The employer may request evidence of death in the form of a death notice, or other written evidence furnished by the employee to the satisfaction of the employer.

- (f) Unpaid Bereavement Leave

An employee may take unpaid bereavement leave by agreement with the employer.

- (g) Casual Employees

- (i) Subject to the evidentiary requirements in clause 6(e), casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of an immediate family or household member.

- (ii) The employer and the employee will 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 days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

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

7. LEAVE WITHOUT PAY – PART-TIME EMPLOYEES

Part-time employees shall be entitled to the conditions prescribed by this award, except where such conditions are in conflict with those set out below, in which case this clause will apply.

A part-time employee working less than 20 hours per week who receives a loading in lieu of annual leave, personal leave and holidays with pay, shall be entitled to elect to take up to four weeks leave without pay in any one leave year. Leave under this provision shall not be cumulative.

Leave allowed under this provision may be taken by mutual agreement by the employee, employer and the appropriate union.

8. PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

(a) Definitions

For the purposes of this clause:

- (i) **'Child'** means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption other than a child or step child of the employee or of the spouse or a child who has previously lived continuously with the employee for a period of sixth months.
- (ii) For the purposes of this clause, **'continuous service'** is work for an employer on a regular and systematic basis including any period of authorised leave or absence.
- (iii) **'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 pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- (iv) **'Employee'** includes full time, part time, permanent, fixed term and "eligible" casual employees.
- (v) **'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.
- (vi) Normal rate of pay means an employee's rate of salary and includes allowances (excluding shift or weekend allowances, overtime or penalties) 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.
- (vii) **'Parental Leave'** means adoption leave, maternity leave, special maternity leave and paternity leave, as appropriate.

(viii) **'Personal Leave'** for the purposes of this clause means absence due to personal illness or injury.

(ix) **'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.

(x) **'Primary Care Giver'** means a person who assumes the principal role of providing care and attention to a child. The employer may require confirmation of primary care giver status.

(xi) **'State Service'** means an organisation listed in Schedule 1 of the *State Service Act 2000*

(b) Entitlement

(i) After 12 months continuous service parents are entitled to a combined period of up to 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of a child. For females, maternity leave may be taken and for males paternity leave may be taken. Adoption leave may be taken in the case of adoption.

(ii) Parental leave is only available to one parent at a time in a single unbroken period, except both parents are entitled to access simultaneous parental leave in the following circumstances:

- (1) for maternity and paternity leave an unbroken period of up to one week at the time of the birth of the child which includes one day of paid leave for the partner to attend the birth of the child;
- (2) for adoption leave an unbroken period of up to three weeks at the time of placement of the child.

(iii) Right to request

(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 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.
 - (iv) An employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.
 - (v) 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) Maternity Leave
- (i) After twelve months continuous service an employee is entitled to 12 weeks paid maternity leave which forms part of the 52 week entitlement provided in clause (b)(i).
 - (ii) The rate of pay for the period of paid absence is the normal rate of pay, as defined, for that employee.
 - (iii) 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 is pregnant;
 - (2) at least four weeks notice of the date on which the employee proposes to commence maternity leave and the period of leave to be taken.
 - (3) particulars of any period of paternity leave sought or taken by her spouse.
 - (iv) An employee is not in breach of this clause if failure to give the required notice is due to confinement occurring earlier than the presumed date.
 - (v) Subject to sub-clause(c)(i) and unless agreed otherwise between the employer and employee, an employee may commence maternity leave at any time within six weeks immediately prior to the expected date of birth.

- (vi) An employee 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 she is fit to work on her normal duties.

(d) Special Maternity Leave

- (i) An employee who has not yet commenced maternity leave and who suffers an illness related to her pregnancy or is required to undergo a pregnancy related medical procedure is to be granted any paid personal leave to which she is entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work.
- (ii) Where a pregnancy related illness or medical procedure is continuous with the commencement of maternity leave the aggregate of paid personal leave, special maternity leave and parental leave, including parental leave taken by a spouse, 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 20 weeks before the expected date of birth the employee is entitled to up to 52 weeks parental leave, including 12 weeks paid maternity leave, certified as necessary by a registered medical practitioner.

(e) Paternity Leave

An employee is to provide to the employer at least ten weeks notice prior to each proposed period of paternity leave, with:

- (i) a certificate from a registered medical practitioner which names the other parent, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- (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) the proposed dates to start and finish the period of paternity leave; and
 - (2) that the period of paternity leave will be taken to become the primary care-giver of a child; and
 - (3) particulars of any period of parental leave sought or taken by the other parent.

An employee is not in breach of sub-clause (e) if the failure to give the required period of notice is due to the birth occurring earlier than expected,

or due to the death of the mother of the child, or other compelling circumstances.

(f) Adoption Leave

- (i) After twelve months continuous service an employee identified as the primary care giver is entitled to 12 weeks paid adoption leave, which forms part of the 52 week entitlement.
- (ii) An employee is to notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption 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.
- (iii) Before commencing adoption leave, an employee is to provide the employer with a statutory declaration stating:
 - (1) the employee is seeking adoption leave to become the primary care-giver of the child; and
 - (2) particulars of any period of adoption leave sought or taken by the employee's spouse.
- (iv) An employer may require an employee to provide confirmation of the placement from the appropriate government authority.
- (v) 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.
- (vi) 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.
- (vii) 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.
- (viii) Adoption leave with pay may be granted in cases where a child is over 5 years of age and special circumstances exist.

(g) 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.

(h) Parental leave and other entitlements

(i) An employee may, in lieu of or in conjunction with parental leave, access any accrued annual leave or long service leave entitlements 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, personal leave and long service leave but does not break an employee's continuity of service.

(i) 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 her present work, the employee is to be transferred to a safe job, if the employer deems it practicable, until maternity leave commences.

(ii) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such time as is certified necessary by a registered medical practitioner.

(j) 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 the position which they held immediately before proceeding on parental leave and which the employee would have continued to undertake but for taking parental leave:

- (1) if the female employee was moved to safe duties because of the pregnancy – immediately before the move; or
 - (2) if the female employee began working part-time because of the pregnancy – immediately before the part-time work began; or
 - (3) otherwise – immediately before the employee commenced maternity 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.
- (k) Right to request
- (i) An employee entitled to parental leave pursuant to the provisions of clause (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 sub-clause (i) applied.
- (l) 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 sub-clause (g) and the right to request provisions of sub-clause (b)(iii). (iii) Nothing in this subclause is to be construed as requiring an employer to engage a replacement employee.

(m) Communication During Parental Leave

- (i) Where an employee is on parental leave and a definite 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 allocated to the position the employee held before 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 allocated to the position the employee held before 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 (m)(i) above.

PART VII – PROCEDURE FOR SETTLING GRIEVANCES AND AVOIDING DISPUTES

1. GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE

The objectives of this procedure are to promote the resolution of grievances and disputes by measures based on consultation, co-operation and discussion; to reduce the level of industrial disputation and to avoid interruption to the performance of work and the consequential loss of service to the community and of wages.

- (a) In the first instance, the employees and/or union(s) shall attempt to resolve the grievance or dispute with the immediate supervisor. The local union representative(s) shall be present if desired by either party.
- (b) If the grievance or dispute is not settled at that stage, the matter shall be referred to the manager of the work unit. The local union representative shall be present if desired by either party.
- (c) If the grievance or dispute remains unresolved, the matter shall be referred to representatives of regional or corporate management and the state secretary of the appropriate union.
- (d) It is agreed that steps (a) to (c) shall take place within seven days.
- (e) If the grievance or dispute remains unresolved, the matter shall be referred to the Tasmanian Industrial Commission for decision, which shall be accepted by all parties as settlement of the grievance or dispute.
- (f) Until the grievance/dispute is resolved through any or all of the steps (a) to (e), work shall continue normally in accordance with custom and practice existing before the grievance or dispute arose.

No party shall be prejudiced as to the final settlement of a grievance or dispute by the continuation of normal work as above.

- (g) The foregoing grievance and dispute settling procedure is without prejudice to any statutory rights available to an employee under the provisions of the *Tasmanian State Service Act*.

2. NOTICE BOARD

The Head of Agency shall provide a notice board of reasonable dimensions to be erected in the workplace in a prominent position upon which accredited union representatives shall be permitted to post formal signed union notices.

3. UNION OFFICIALS – RIGHT OF ENTRY

Union officials shall have right of entry within the work place as prescribed in Section 77(1) of the Tasmanian *Industrial Relations Act 1984*.

PROVIDED that the union official makes the employer aware of his/her presence before entering a work area.

4. UNION REPRESENTATIVES/STEWARDS

An employee appointed as a union representative/steward, upon notification by the relevant union to the employer that they are recognised as the accredited representative of the union to which they belong, shall be allowed all necessary time during working hours to submit to the employer matters affecting the employees they represent and further shall be allowed reasonable time during working hours to attend to job matters affecting the union.

PROVIDED that a union representative/steward shall seek the permission of their supervisor before interviewing employees other than outside of their work place and such permission shall not be unreasonably withheld.

