



T14995 OF 2022

Industrial Relations Act 1984
s55 Industrial Agreement

PORT ARTHUR HISTORIC SITE MANAGEMENT AUTHORITY STAFF AGREEMENT 2022

Between the

Minister administering the *State Service Act 2000*

and the

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



I TITLE

This Agreement shall be known as the *Port Arthur Historic Site Management Authority Staff Agreement 2022*.

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3 APPLICATION

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

4 DATE AND PERIOD OF OPERATION

- 4.1 This Agreement cancels and replaces the Port Arthur Historic Site Management Authority Staff Agreement 2021 which was registered on 15 February 2022.
- 4.2 This Agreement applies with effect from 1 July 2022 and will remain in force until 30 June 2025.
- 4.3 The parties agree to commence negotiations for a replacement agreement on or before 1 November 2024.

5 PARTIES BOUND

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

6 RELATIONSHIP TO AWARDS AND AGREEMENTS

This Agreement prevails to the extent of any inconsistency that occurs between this Agreement and the Port Arthur Historic Site Management Authority Award, or any registered Agreement with the Minister administering the *State Service Act 2000*.

7 SALARY INCREASES

- 7.1 Salaries will increase as follows:
 - (i) 3.5 percent per annum with effect from the first full pay period commencing on or after (ffppcoa) 1 December 2022.
 - (ii) 3 percent per annum with effect from the ffppcoa 1 December 2023.
 - (iii) 3 percent per annum with effect from the ffppcoa 1 December 2024.



- 7.2 All employees covered by this Agreement receive a flat rate \$1,000 cost of living increase to the base salaries in Schedule I of this Agreement, effective ffpccoaa 1 December 2022, to apply prior to the percentage increases outlined in Clause 7.1 (i).
- 7.3 In addition to Clause 7.2, employees whose substantive classification is up to the equivalent of the full time salary at the top of PAHSMA General Stream Band 3 and below, at PAHSMA Professional Stream Level PI-RI-2 and at Ghost Tour Guide Training Level, receive a further lower income flat rate \$500 increase to the base salaries in Schedule I of this Agreement, effective ffpccoaa 1 December 2022, to apply prior to the percentage increases outlined in Clause 7.1 (i).
- 7.4 Employees whose substantive classification is up to the equivalent of the top of classification General Stream Band 3 (TSSA) and below and who are earning up to the equivalent to the salary at the top of classification General Stream Band 3 (TSSA) and below, at the point the payment is due will receive a one-off Lower Income Payment as follows:
- (i) \$1,000 (pro-rata) payable on the ffpccoaa the date of registration of this Agreement.
 - (ii) \$500 (pro-rata) payable on the ffpccoaa 1 December 2023.
 - (iii) \$500 (pro-rata) payable on the ffpccoaa 1 December 2024.
- 7.5 Part-time and fixed-term casual employees will receive pro-rata payment of the Lower Income Payment referred to in Clause 7.4 on the basis of their average fortnightly hours worked as a proportion of the full time equivalent fortnightly hours. The following approach applies to the calculation of average fortnightly hours worked:
- (i) For part-time employees who regularly work their contracted hours, the average fortnightly hours will be those hours specified in that employee's appointment;
 - (ii) For part-time employees who regularly work a pattern of hours above their contracted hours, the fortnightly hours will be those hours worked in the employee's regular pattern;
 - (iii) For fixed-term casual employees and for part time employees who work an irregular pattern of hours, the average fortnightly hours will be calculated on the basis of average fortnightly hours worked over the previous 12 months. Where these employees have commenced employment within 12 months of the date on which the Lower Income Payment is payable, the average fortnightly hours will be calculated on the basis of the average fortnightly hours worked over that employee's period of employment.
- 7.6 Schedule I of this Agreement sets out the annual rates of pay effective ffpccoaa 1 December 2022, ffpccoaa 1 December 2023, and ffpccoaa 1 December 2024.



8 TOUR GUIDING AND GHOST GUIDING TRANSITION ARRANGEMENTS

Commencing from registration of the Port Arthur Historic Site Management Authority Staff Agreement 2019 which occurred on 25 June 2020, all new guiding employees will be employed as Tour Guides which may include Ghost Tour Guide duties. Employees as at 25 June 2020, having appointment as a Ghost Tour Guide, may elect to convert to a Tour Guide and perform Ghost Tour Guide duties under the conditions of a Tour Guide. Those who don't elect to convert to a Tour Guide will remain under their current arrangements which are set out in Appendix I of the Award.

Prior to the Port Arthur Historic Site Management Authority Staff Agreement 2019, Ghost Tour guiding was performed by a specific group of employees as a separate role to tour guiding. Ghost Tour Guides had separate engagements, were paid a loaded rate and, similar to casuals, were not entitled to recreation or personal leave. Some Ghost Tour Guides also had appointments as Tour Guides however the hours worked as Ghost Tour Guides were not taken into consideration when calculating an entitlement to overtime.

Unless otherwise agreed, existing Tour Guides as at 25 June 2020, will not be required to perform Ghost Tour Guide duties.

9 NOVATED LEASE

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



10 SCHOOL STUDENTS – RATE OF PAY

- 10.1 For the life of this Agreement the rate of pay to be applied to School students in accordance with Part II Salary and Related Matters – Clause 6 of the Award is set out in Schedule 1 at Band I-R1-I.
- 10.2 During the life of this Agreement, the Port Arthur Historic Site Management Authority has agreed through the Port Arthur Industrial Consultative Committee to continue the review of the arrangements for school student's rates of pay in accordance with the award.

11 REVIEW OF CLASSIFICATIONS

During the life of this Agreement the parties agree to continue the joint review of the statements of duties and classifications through the Port Arthur Industrial Consultative Committee and to consider the potential for implementing broadbanning arrangements for certain roles.

12 REVIEW OF ROSTERED DAY WORKER (RDW) ARRANGEMENTS

The parties agree to continue the joint review of the rostered day worker arrangements in accordance with the arrangements as set out in Schedule 2 of this Agreement.

13 DAY WORKER – CHRISTMAS CLOSE DOWN DAYS

- 13.1 Notwithstanding Part VII Clause 5(a)(vi) of the Port Arthur Historic Site Management Authority Award, where a Head of Agency determines to close an Agency or part of an Agency for the period commencing from Christmas Day and ending on New Year's Day including days that are not State Service Holidays with Pay, day workers who work in that Agency or parts of that Agency that are closed will be entitled to three (3) Christmas close down days with pay to cover those usual working days without deduction from recreation leave.
- 13.2 Where a day worker entitled to the Christmas close down days is directed to attend work on any of those three (3) Christmas close down days, they will have access to the Christmas close down days worked up until 30 June of that same year. Any Christmas close down day/s not taken before 30 June of that year will be forfeited.
- 13.3 Where a day worker is entitled to Christmas close down days in accordance with Clause 13.2 the day/s are to be taken at a time or times mutually agreed between the employee and the employer. The employer will not unreasonably deny an employee an opportunity to access these days.
- 13.4 The rate of salary paid to an employee directed to work on a Christmas close down day will be the normal rate of salary the employee would have received for the ordinary hours of work during the relevant period.



- 13.5 Part-time employees entitled to Christmas close down day/s will only be paid for the days they would normally work during the period from Christmas Day and ending on New Year's Day.
- 13.6 Employees eligible for Christmas close down days who are on a period of unpaid or paid leave (other than recreation leave) and who would not otherwise be at work will not be eligible for Christmas close down days.
- 13.7 Christmas close down days do not accrue and any days not accessed in accordance with Clause 13.2 are not eligible to be paid out on cessation of employment.
- 13.8 Heads of Agency are to determine by 1 November of the relevant year whether the Agency or parts of the Agency are to be closed for the period commencing from Christmas Day and ending on New Year's Day. This determination will be communicated to employees by 1 November each year. Where the determination by the Head of Agency for an Agency or part of an Agency is different from the determination made in the previous year, the Head of Agency will provide reasons why the determination has changed.
- 13.9 This clause is subject to review over the life of the Agreement.

14 GRIEVANCES AND DISPUTE SETTLING PROCEDURE

- 14.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.
- 14.2 If a grievance or dispute arises about the application of this Agreement:
- (i) in the first instance, it is to be dealt with at the workplace by appropriate employer and employee representatives.
 - (ii) in circumstances where discussions at that level fail to resolve the grievance or dispute, the issue will be referred to appropriate union and management representatives; and
 - (iii) if still unresolved, the matter will be referred to the Tasmanian Industrial Commission.
- 14.3 Where a grievance or dispute is being dealt with under this process, normal work will continue.
- 14.4 This grievance and dispute procedure does not take away an employee's rights to seek redress of a grievance either under the *State Service Act 2000* or the *Industrial Relations Act 1984*, or any other relevant legislation.

15 NO EXTRA CLAIMS

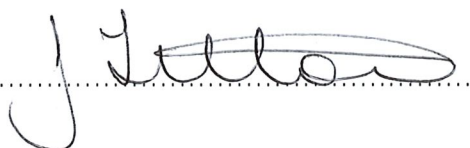
The parties to this Agreement undertake that, for the life of this Agreement, save for those matters contained within the letter of offer to The Community and Public Sector Union (State Public Services Federation Tasmania) Inc. dated 1 December 2022, they will not initiate any additional claims regarding salary or conditions of employment.



16 SIGNATORIES

SIGNED FOR AND ON BEHALF OF

The Minister administering the *State Service Act 2000*

Signed:.....

Name:Jane Filton.....

Date:20/12/22.....

SIGNED FOR AND ON BEHALF OF

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

Signed:.....

Name:20/12/22 Thirza White.....

Date:20/12/22.....



SCHEDULE I – SALARIES

General Stream Salaries

Classification	Current effective ffppcoa 1 Dec 2021	Low income payment into base (\$500)	Cost of Living payment into base (\$1,000)	3.5% effective ffppcoa 1 Dec 2022	One-off Low Income Payment ffppcoa date of registration pro-rata	One-off Low Income Payment ffppcoa 1 Dec 2023 pro-rata	3.0% effective ffppcoa 1 Dec 2023 Base Salary	One-off Low Income Payment ffppcoa 1 Dec 2024 pro-rata	3.0% effective ffppcoa 1 Dec 2024 Base Salary
School Students	\$46,947	\$47,447	\$48,447	\$50,143	\$1,000	\$500	\$51,647	\$500	\$53,196
B1-R1-1	\$46,947	\$47,447	\$48,447	\$50,143	\$1,000	\$500	\$51,647	\$500	\$53,196
B1-R1-3	\$50,204	\$50,704	\$51,704	\$53,514	\$1,000	\$500	\$55,119	\$500	\$56,773
B1-R2-2	\$53,453	\$53,953	\$54,953	\$56,876	\$1,000	\$500	\$58,582	\$500	\$60,339
B1-R2-4	\$56,509	\$57,009	\$58,009	\$60,039	\$1,000	\$500	\$61,840	\$500	\$63,695
B1-R2-5	\$57,317	\$57,817	\$58,817	\$60,876	\$1,000	\$500	\$62,702	\$500	\$64,583
PROMOTION									
B2-R1-2	\$59,305	\$59,805	\$60,805	\$62,933	\$1,000	\$500	\$64,821	\$500	\$66,766
B2-R1-3	\$60,395	\$60,895	\$61,895	\$64,061	\$1,000	\$500	\$65,983	\$500	\$67,962
B2-R1-4	\$61,535	\$62,035	\$63,035	\$65,241	\$1,000	\$500	\$67,198	\$500	\$69,214
B2-R1-5	\$63,031	\$63,531	\$64,531	\$66,790	\$1,000	\$500	\$68,794	\$500	\$70,858
B2-R1-6	\$63,942	\$64,442	\$65,442	\$67,732	\$1,000	\$500	\$69,764	\$500	\$71,857
PROMOTION									
B3-R1-2	\$66,606	\$67,106	\$68,106	\$70,490	\$1,000	\$500	\$72,605	\$500	\$74,783
B3-R1-3	\$67,938	\$68,438	\$69,438	\$71,868	\$1,000	\$500	\$74,024	\$500	\$76,245
B3-R1-4	\$69,249	\$69,749	\$70,749	\$73,225	\$1,000	\$500	\$75,422	\$500	\$77,685
B3-R1-5	\$71,049	\$71,549	\$72,549	\$75,088	\$1,000	\$500	\$77,341	\$500	\$79,661
B3-R1-6	\$72,118	\$72,618	\$73,618	\$76,195	\$1,000	\$500	\$78,481	\$500	\$80,835
PROMOTION									
B4-R1-2	\$74,600		\$75,600	\$78,246			\$80,593		\$83,011
B4-R1-3	\$76,541		\$77,541	\$80,255			\$82,663		\$85,143



B4-R1-4	\$78,593		\$79,593	\$82,379			\$84,850		\$87,396
ADVANCED ASSESSMENT POINT									
B4-R2-2	\$79,920		\$80,920	\$83,752			\$86,265		\$88,853
B4-R2-3	\$81,998		\$82,998	\$85,903			\$88,480		\$91,134
B4-R2-4	\$84,740		\$85,740	\$88,741			\$91,403		\$94,145
B4-R2-5	\$86,016		\$87,016	\$90,062			\$92,764		\$95,547
PROMOTION									
B5-R1-2	\$89,600		\$90,600	\$93,771			\$96,584		\$99,482
B5-R1-3	\$91,866		\$92,866	\$96,116			\$98,999		\$101,969
ADVANCED ASSESSMENT POINT									
B5-R2-1	\$93,180		\$94,180	\$97,476			\$100,400		\$103,412
B5-R2-2	\$94,036		\$95,036	\$98,362			\$101,313		\$104,352
PROMOTION									
B6-R1-2	\$98,358		\$99,358	\$102,836			\$105,921		\$109,099
B6-R1-3	\$100,326		\$101,326	\$104,872			\$108,018		\$111,259
B6-R1-4	\$103,603		\$104,603	\$108,264			\$111,512		\$114,857
ADVANCED ASSESSMENT POINT									
B6-R2-2	\$106,242		\$107,242	\$110,995			\$114,325		\$117,755
B6-R2-3	\$108,112		\$109,112	\$112,931			\$116,319		\$119,809
B6-R2-4	\$109,972		\$110,972	\$114,856			\$118,302		\$121,851
B6-R2-5	\$111,379		\$112,379	\$116,312			\$119,801		\$123,395
PROMOTION									
B7-R1-2	\$116,758		\$117,758	\$121,880			\$125,536		\$129,302
B7-R1-3	\$119,092		\$120,092	\$124,295			\$128,024		\$131,865
ADVANCED ASSESSMENT POINT									
B7-R2-2	\$121,474		\$122,474	\$126,761			\$130,564		\$134,481
B7-R2-3	\$122,939		\$123,939	\$128,277			\$132,125		\$136,089
PROMOTION									
B8-R1-2	\$127,141		\$128,141	\$132,626			\$136,605		\$140,703
B8-R1-3	\$129,685		\$130,685	\$135,259			\$139,317		\$143,497



ADVANCED ASSESSMENT POINT									
B8-R2-2	\$134,263		\$135,263	\$139,997			\$144,197		\$148,523
B8-R2-3	\$135,790		\$136,790	\$141,578			\$145,825		\$150,200
PROMOTION									
B9-R1-2	\$154,195		\$155,195	\$160,627			\$165,446		\$170,409
B9-R1-3	\$161,535		\$162,535	\$168,224			\$173,271		\$178,469
B9-R1-4	\$168,879		\$169,879	\$175,825			\$181,100		\$186,533
B9-R1-5	\$170,580		\$171,580	\$177,585			\$182,913		\$188,400
PROMOTION									
B10-R1-2	\$181,861		\$182,861	\$189,261			\$194,939		\$200,787
B10-R1-3	\$190,521		\$191,521	\$198,224			\$204,171		\$210,296
B10-R1-4	\$199,181		\$200,181	\$207,187			\$213,403		\$219,805
B10-R1-5	\$201,033		\$202,033	\$209,104			\$215,377		\$221,838

Professional Stream Salaries

Classification	Current effective fppcooa 1 Dec 2021	Low income payment into base (\$500)	Cost of Living payment into base (\$1,000)	3.5% effective fppcooa 1 Dec 2022 Base Salary	One-off Low Income Payment fppcooa date of registration pro-rata	One-off Low Income Payment fppcooa 1 Dec 2023 pro-rata	3.0% effective fppcooa 1 Dec 2023 Base Salary	One-off Low Income Payment fppcooa 1 Dec 2024 pro-rata	3.0% effective fppcooa 1 Dec 2024 Base Salary
PI-R1-2	\$67,938	\$68,438	\$69,438	\$71,868	\$1,000	\$500	\$74,024	\$500	\$76,245
PI-R1-3	\$73,269		\$74,269	\$76,868			\$79,174		\$81,549
PI-R1-4	\$76,541		\$77,541	\$80,255			\$82,663		\$85,143
PI-R1-5	\$79,920		\$80,920	\$83,752			\$86,265		\$88,853
PI-R1-6	\$84,740		\$85,740	\$88,741			\$91,403		\$94,145
PI-R1-7	\$87,844		\$88,844	\$91,954			\$94,713		\$97,554
ADVANCED ASSESSMENT POINT									
P2-R1-1	\$91,866		\$92,866	\$96,116			\$98,999		\$101,969
P2-R1-2	\$95,733		\$96,733	\$100,119			\$103,123		\$106,217



P2-R1-3	\$100,326		\$101,326	\$104,872			\$108,018		\$111,259
P2-R1-4	\$103,603		\$104,603	\$108,264			\$111,512		\$114,857
P2-R1-5	\$106,242		\$107,242	\$110,995			\$114,325		\$117,755
P2-R1-6	\$108,112		\$109,112	\$112,931			\$116,319		\$119,809
ADVANCED ASSESSMENT POINT									
P2-R2-1	\$109,972		\$110,972	\$114,856			\$118,302		\$121,851
P2-R2-2	\$111,379		\$112,379	\$116,312			\$119,801		\$123,395
PROMOTION									
P3-R1-2	\$116,758		\$117,758	\$121,880			\$125,536		\$129,302
P3-R1-3	\$119,092		\$120,092	\$124,295			\$128,024		\$131,865
ADVANCED ASSESSMENT POINT									
P3-R2-2	\$121,474		\$122,474	\$126,761			\$130,564		\$134,481
P3-R2-3	\$122,939		\$123,939	\$128,277			\$132,125		\$136,089
PROMOTION									
P4-R1-2	\$127,141		\$128,141	\$132,626			\$136,605		\$140,703
P4-R1-3	\$129,685		\$130,685	\$135,259			\$139,317		\$143,497
ADVANCED ASSESSMENT POINT									
P4-R2-2	\$134,263		\$135,263	\$139,997			\$144,197		\$148,523
P4-R2-3	\$135,790		\$136,790	\$141,578			\$145,825		\$150,200
PROMOTION									
P5-R1-2	\$154,195		\$155,195	\$160,627			\$165,446		\$170,409
P5-R1-3	\$161,535		\$162,535	\$168,224			\$173,271		\$178,469
P5-R1-4	\$168,879		\$169,879	\$175,825			\$181,100		\$186,533
P5-R1-5	\$170,580		\$171,580	\$177,585			\$182,913		\$188,400
PROMOTION									
P6-R1-2	\$181,861		\$182,861	\$189,261			\$194,939		\$200,787
P6-R1-3	\$190,521		\$191,521	\$198,224			\$204,171		\$210,296
P6-R1-4	\$199,181		\$200,181	\$207,187			\$213,403		\$219,805
P6-R1-5	\$201,033		\$202,033	\$209,104			\$215,377		\$221,838



Ghost Tour Guides

Rates below are per hour.

Classification	Current effective ffppcooa 1 Dec 2021	Low income payment into base (\$500)	Cost of Living payment into base (\$1,000)	3.5% effective ffppcooa 1 Dec 2022 Base Salary	One-off Low Income Payment ffppcooa date of registration pro-rata	One-off Low Income Payment ffppcooa 1 Dec 2023 pro-rata	3.0% effective ffppcooa 1 Dec 2023 Base Salary	One-off Low Income Payment ffppcooa 1 Dec 2024 pro-rata	3.0% effective ffppcooa 1 Dec 2024 Base Salary
Training	\$29.51	\$29.76	\$30.27	\$31.33	\$1,000	\$500	\$32.27	\$500	\$33.24
Class 1	\$39.58		\$40.09	\$41.49			\$42.73		\$44.02
Class 2	\$41.75		\$42.26	\$43.73			\$45.05		\$46.40
Class 3	\$46.30		\$46.81	\$48.44			\$49.90		\$51.39
Class 4	\$48.52		\$49.03	\$50.74			\$52.26		\$53.83
Class 5	\$49.62		\$50.13	\$51.88			\$53.44		\$55.04



SCHEDULE 2 – ROSTERED DAY WORKER REVIEW

Rostered Day Worker Review

Background

The parties to this Agreement acknowledge that a review of Rostered Day Worker (RDW) working arrangements has commenced and are committed to finalising this review before 1 June 2023.

Joint Review

In order to facilitate the RDW working arrangements review the parties have agreed to the following:

- a. the review will continue to be conducted by the Port Arthur Industrial Consultative Committee (ICC) operating within its current terms of reference, as detailed in the 2021 Agreement;
- b. ICC meetings will occur on a regular basis as required and agreed to by the ICC and PAHSMA;
- c. the parties are committed to completing the review before 1 June 2023 with outcomes to be implemented from 30 June 2023, excluding banding review of all positions which will continue to occur on a case-by-case basis and holistically as part of a workforce planning process; and
- d. if the ICC is unable to reach an agreed outcome in accordance with the timeframes above discussions may continue however either party will have the option of referring the matter to the Tasmanian Industrial Commission for conciliation, and if conciliation doesn't achieve an agreed outcome, for arbitration.

Scope

The parties will continue the RDW review in line with the following principles.

Principles Underpinning RDW Working Arrangements

The parties agree that the review will be guided by the following five principles:

1. Award provisions
The rostering arrangements will adhere to the provisions in the award in relation to hours of work and minimum breaks as amended from time to time.
2. Secure employment
The working arrangements should maximise opportunity for permanent employment in roles that guarantee the highest possible FTE each fortnight and across the year.
3. Predictability
The working arrangements should manage work in a way that maximises its predictability from an employee's perspective from one roster period to the next.



The current arrangement provides for a 28-day roster issued 1 week in advance. The review will consider options for a roster cycle to improve predictability for employees.

4. Efficiency

Where possible, different shift lengths (including longer shifts) should be considered to account for operational requirements, fatigue management and employee needs.

5. Flexible

The review will also consider the feasibility of a shift swap process, noting it would be on the basis of no overtime penalties being paid.

Further to the principles underpinning the RDW arrangements the parties agree that suitable RDW working arrangements will consider the following:

- (i) Previous data will be utilised wherever possible to give consideration to a revised roster cycle.
- (ii) Clarity around the number of hours and days that can be worked and breaks between shifts
- (iii) Establishing a process for staff to make themselves available to be rostered to work additional shifts.
- (iv) The parties acknowledge the role casuals play in filling RDW rosters however individual casuals should not be rostered. Consideration could be given to utilising casuals, to fill any outstanding gaps in the roster once RDWs are rostered their normal pattern and further opportunities are provided to those RDWs who have made themselves available to work additional rostered shifts. The engagement of casuals should remain on an irregular basis and at short notice, noting that a change to this would have to be included in any future negotiations.

