

TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984

s23 application for award or variation of award

Tasmanian Trades and Labor Council
(T15162 of 2024)

DEPUTY PRESIDENT N ELLIS

HOBART, 14 AUGUST 2024

Award variations – Adjustment to Salary Tables and Wage Related Allowances – effective from the first full pay period commencing on or after 1 July 2023

ORDER BY CONSENT -

No. 3 of 2024
(Consolidated)

GOVERNOR OF TASMANIA EMPLOYEE AWARD

THE FOLLOWING CLAUSES ARE VARIED AND THE AWARD IS CONSOLIDATED:

IN PART I – APPLICATION AND OPERATION OF THE AWARD

CLAUSE 4 – DATE OF OPERATION

CLAUSE 5 – SUPERSESSION

IN PART II – SALARIES AND RELATED MATTERS

CLAUSE 3 – SALARIES

IN PART IV – ALLOWANCES

CLAUSE 2 – FIRST AID CERTIFICATE ALLOWANCE

CLAUSE 4 – SHOE AND STOCKING ALLOWANCE

CLAUSE 5 – TRUCK DRIVERS ALLOWANCE

PART I – APPLICATION AND OPERATION OF THE AWARD

1. TITLE

This award is to be known as the “Governor of Tasmania Employee Award.”

2. SCOPE

This award is to apply to all persons employed under the *Governor of Tasmania Act 1982* and for whom a classification is contained in this award.

3. INDEX

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4. DATE OF OPERATION

This award shall come into effect from 1 July 2023.

5. SUPERSESSION

This Award supersedes the Governor of Tasmania Staff Award No. 2 of 2024 (Consolidated).

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

6. AWARD INTEREST

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

- (i) The Community and Public Sector Union (State Public Services Federation Tasmania) Inc.;
- (ii) The Australian Workers' Union, Tasmania Branch.

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

The Governor-in-Council; the Official Secretary.

7. DEFINITIONS

In this Award, unless the contrary intention appears:

'Employer' means the Governor-in-Council as provided for in the *Governor of Tasmania Act 1982*, and the Official Secretary as provided by Section 9 of the *Governor of Tasmania Act 1982*.

'Employee' means an employee who is appointed to work on a permanent, temporary or casual basis and either full-time or part-time, according to the provisions of the *Governor of Tasmania Act 1982*. For the purposes of this Award, 'Employee' includes officers.

'Normal salary rate' means an employee's normal salary exclusive of all allowances and penalty payments as prescribed in Part II Salaries and Related Matters, Clause 3.

'Official Secretary' means the office holder as prescribed by Section 7 of the *Governor of Tasmania Act 1982*.

'Open Day' means a day when the indoor and outdoor premises of Government House are open to the public.

'Ordinary hours of work' means the ordinary hours of work for a full-time employee are 38 hours per week.

8. EMPLOYMENT CATEGORIES

In this Award, unless the contrary intention appears:

'Permanent full-time employee' means a person who is appointed to work the full ordinary hours of work each week (as defined) and who is appointed as such in accordance with Section 7 or 9 of the *Governor of Tasmania Act 1982*.

'Permanent part-time employee' means a person who is appointed to work hours that are less in number than a full-time employee and who is appointed as such in accordance with Section 7 or 9 of the *Governor of Tasmania Act 1982*.

'Temporary employee' means a person engaged for a specified term or for the duration of a specified task in accordance with Section 7 or 9 of the *Governor of Tasmania Act 1982*. Temporary Instruments of Appointment end at the completion of the Instrument of Appointment period as specified in the Instrument of Appointment.

'Casual employee' means a person engaged on an irregular basis and at short notice and where the offered engagement may be accepted or rejected on each and every occasion, and is paid a loading in addition to the normal salary rate in lieu of paid leave entitlements and Holidays with Pay as described by Part VII – Leave and Holidays with Pay of this Award. The loading paid to a casual employee is set out in Part II – Salaries and Related Matters, Clause 1 Calculation for the Payment of Salary.

'Administrative employee' means a person employed primarily to undertake administrative duties.

'Household employee' means a person employed primarily to attend to the Governor and spouse's domestic requirements including meals, and to undertake duties ensuring the upkeep and presentation of Government House interiors.

'Outdoor employee' means a person employed primarily to attend to and maintain the Government House gardens and/or productive areas.

'Security employee' – means a person employed primarily to monitor and undertake security arrangements pertaining to Government House and Estate and persons within the Estate, namely the Governor and spouse, other residents, staff and guests of Government House.

'Chauffeur' – means a person employed primarily to provide transport to the Governor and spouse, dignitaries

9. CONTRACT OF EMPLOYMENT

- (a) Except as otherwise provided by the *Governor of Tasmania Act 1982* or Instrument of Appointment, employment is by the fortnight.
- (b) An employee (other than a casual employee) who is willing to work his or her normal ordinary hours of work, is entitled to be paid a full fortnight's salary at a rate fixed by this Award or relevant industrial agreement.
- (c) Notice of termination by Employer and Employee
 - (i) Notice of termination by employee

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

(ii) Notice of termination by the employer

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

(2) <u>Period of Service</u>	<u>Period of Notice</u>
From commencement up to the completion of 3 years:	2 weeks
3 years and up to the completion of 5 years:	3 weeks
5 years and over:	4 weeks

- (3) In addition to the period of notice provided, an employee aged 45 years and older with 2 or more years of service is entitled to an additional week's notice.
- (4) Payment in lieu of the period of notice must be made if the appropriate period of notice is not given or in circumstances where it is agreed the period of notice is to be waived and payment in lieu substituted.
- (5) The parties may agree to a longer or shorter period of notice or agree to waive the requirement altogether. In such cases wages will be paid up to the time of agreed termination.

(d) Termination of employment

- (i) The employer may terminate the employment of an employee who has been determined by investigation to:
- (1) be unfit to discharge, or incapable of discharging, the duties of their position and is unable to remedy the incapacity; or
 - (2) have engaged in any act or omission constituting serious misconduct in respect of their duties; or
 - (3) has wilfully failed, or wilfully neglected, to perform or carry out their powers, functions or duties in the agreed manner; or
 - (4) have committed a serious or persistent breach or non-observance of any provisions of this Award or their Instrument of Appointment; or
 - (5) have engaged in any conduct that, in the opinion of the employer, is likely to injure the reputation or standing of the Office of the Governor; or
 - (6) have refused or neglected to comply with any lawful or reasonable instruction given by the employer or any person duly authorised by the employer; or
 - (7) be or have been affected by drugs or alcohol except where that alcohol is consumed during employer-approved occasions; or

- (8) have harassed or coerced other employees; or
 - (9) have been charged or convicted of a criminal offence which, in the reasonable opinion of the employer, might tend to injure the reputation of the Governor and/or the Office of the Governor, or is inconsistent with the inherent requirements of the employee's position.
- (ii) The Employer may terminate the employment of an employee who has been determined to have failed their probation as set out in accordance with Clause 13.
- (iii) Payment on Termination
- (1) Where temporary employment is terminated in accordance with sub-clause (c)(ii) above, an amount equivalent to 4 weeks salary in lieu of notice, plus 3 weeks salary for each complete year of service (pro rata), up to a maximum of 48 weeks, will be paid.
 - (2) Termination in accordance with sub-clause (d)(ii) above will not attract a Termination payment as set out in this clause.
 - (3) For the purposes of this clause, 'salary' means salary as defined in Part II Clause 3 of this Award and exclusive of any allowance or penalty payment prescribed by this Award.
- (e) Summary Dismissal
- The employer has the right to dismiss an employee for serious misconduct or serious neglect of duty and in such circumstances the normal salary rate, allowances, penalty payments and accrued entitlements are to be paid up to the time of dismissal only.
- (f) Termination of Casual Engagements
- (i) A casual employee is to be given a minimum of three hours work or pay for each work engagement.
 - (ii) Casual employment may be terminated by either party.

10. ABANDONMENT OF EMPLOYMENT

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

11. WORK, HEALTH AND SAFETY

- (a) For the mutual benefit of the parties the employer and employees are required to acknowledge, commit to and assume responsibility for maintaining a safe and healthy work environment in accordance with applicable legislation.
- (b) The employer and employees will aim to achieve best practice in preventing and minimising workplace injuries, illnesses and absences from work in order to:

- (i) improve workplace health and safety performance;
 - (ii) improve return to work performance;
 - (iii) minimise human and workplace costs of injury or illness.
- (c) Extended absence from the workplace through illness or injury

Subject to any specific medical advice and consistent with employee wellbeing, a manager or an appropriate person nominated for this purpose, is to maintain regular contact with an employee who is absent from work for any period exceeding five working days due to personal injury, illness or workers' compensation.

The role of the designated person is to provide appropriate support, advice and assistance to the employee to enable their return to work at the earliest opportunity and if need be, offer advice as to entitlements and any impending workplace changes.

This sub-clause is part of a positive workplace culture in assisting the employee's return to the workplace.

Without limiting the employer's obligations, where an employee indicates the contact is counterproductive the manager is to cease this approach.

12. INSTRUMENT OF APPOINTMENT

- (a) An Instrument of Appointment will be given to all employees on commencing employment. The Instrument of Appointment will specify individual employment conditions consistent with this Award and Sections 7 and 9 of the *Governor of Tasmania Act 1982*.
- (b) Without limiting the detail that may be included in an Instrument of Appointment, each Instrument will include the following terms and conditions:
 - (i) employment status, that is permanent, temporary or casual and employment category, that is, either full-time or part-time;
 - (ii) classification and salary;
 - (iii) specific hours of work and/or specific job requirements;
 - (iv) probation period;
 - (v) termination of employment.

13. PROBATION

- (a) All new employees, other than casual employees, are employed subject to a probationary period of a minimum of 3 months and no more than 6 months from the date of employment.
- (b) The period of probation is to determine the employee's suitability for continuing employment. The period of probation may, at the employer's discretion, be extended to a maximum 6 months in total.

- (c) The probationary period will be specified in the employee's Instrument of Appointment.
- (d) Where an employee on probation is absent from duty on approved leave or workers compensation, the Employer may determine that the absence does not form part of the employee's period of probation and extend the employee's probation accordingly.
- (e) At the end of the period of probation the Employer shall:
 - (i) Confirm the appointment at level; or
 - (ii) Terminate the appointment in accordance with Clause 9(d)(ii) of this Award.

14. REDUNDANCY

- (a) A permanent or temporary employee who is terminated due to the role becoming redundant will be paid an amount equivalent to 4 weeks salary, plus 3 weeks salary for each complete year of service (pro rata), up to a maximum of 48 weeks.
- (b) For the purposes of this clause:
 - (i) 'Redundant' means where the employer no longer requires the work being performed by the employee to be done by anyone or in the manner described in an Instrument of Appointment.
 - (ii) 'Salary' means salary as defined in Part II Clause 3 of this Award and exclusive of any allowance or penalty payment prescribed by this Award.

PART II – SALARIES AND RELATED MATTERS

1. CALCULATION FOR THE PAYMENT OF SALARY

(a) Calculation of Fortnightly Salary

The formula to be used in calculating an employee's fortnightly salary is:
'Annual salary' ÷ by the number of 'working days in a relevant financial year'
multiplied by 10.

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

'Working Days in a Relevant Financial Year' means the total number of working days (excluding Saturdays and Sundays) in the relevant financial year. The total number of days to be used in any one financial year is 260, 261 or 262 in accordance with the actual calendar for that financial year. The formula is consistent with the provisions of the *Financial Management and Audit Regulations 2003*.

(b) Calculation of Hourly Rate for Part-time Employees

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

(c) Calculation of Hourly Rate for Casual Employees

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

(ii) A casual employee is to be paid overtime penalty rates calculated on the normal salary rate excluding the casual loading, with the casual loading component then added to the penalty rate of pay; and

(iii) A casual employee engaged to work on a Holiday with Pay is to be paid the penalty rate for the normal salary rate for work on that day or part day, with the casual loading component then added to the penalty rate of pay.

(d) Casual Loading

The casual loading for employees is 25%.

2. PAYMENT OF SALARY

(a) Timing of Payment

Wages due to an employee including overtime are to be available not later than the usual time the employee ceases work at intervals of not more than two weeks and not later than Wednesday, except where it has been customary to pay on Thursday. When a public holiday falls on a normal pay day wages are to be made available on the last working day prior to the public holiday.

(b) Method of Payment

Payment of wages is to be by cheque, electronic funds transfer or direct deposit. Payment by electronic funds transfer or direct deposit is to be into a banking or financial institution nominated by the employee.

(c) Waiting Time Payments

- (i) An employee kept waiting for payment of wages for more than a quarter of an hour after the usual time for ceasing work on the employee's normal pay day, due to any action or default of the employer, is to be paid waiting time at the rate of time and one half for all time kept so waiting for their pay, irrespective of whether the employee waits at their normal place of employment.

PROVIDED that where the employee's wages are paid within the first 15 minutes after the usual time of ceasing work, a minimum payment of 15 minutes is to be made in accordance with this provision.

Further, such payment at the rate of time and one half is to continue during all ordinary hours of work on each succeeding day or days, up to a maximum of 6 hours per day, until such time as payment is made.

- (ii) Subject to sub-clause (c)(iii) the provisions of sub-clause (c)(i) do not apply in circumstances whereby payment of wages is not made on pay day but the employer and employee agree to an alternative arrangement for payment.
- (iii) Should, however the employer fail to make payment in accordance with the terms of the alternatively agreed arrangement as provided for in sub-clause (c)(ii), the employee is deemed to have been kept waiting for payment since pay day and is entitled to payments in accordance with sub-clause (c)(i) until such time as payment is effected.
- (iv) Allowances prescribed by any award, other than allowances linked to the employee undertaking additional responsibilities are not to be taken into account in the calculation of waiting time rates prescribed in sub-clause (c)(i).
- (v) No employee is to receive in the aggregate more than overtime rates for each hour the employee is kept so waiting, whether that employee is at work or not.

(d) Waiting Time Payments Not Payable

- (i) An employee kept waiting for wages for more than a quarter of an hour after the usual time for ceasing work on the normal pay day due to circumstances beyond the control of the employer is not to be provided with waiting time payments as prescribed in sub-clause (c) of this clause.
- (ii) In circumstances where payment of wages is delayed due to reasons beyond the control of the employer, the employer is to do all things reasonable and possible to arrange an alternative method of payment as soon as it becomes known to the employer that the employee's pay will be delayed.

(e) Advice of Pay Details

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

- (ii) Pay advice details may be provided by way of an electronic employee self-service system (ESS), where appropriate.
- (f) Payment on Termination of Employment
 - (i) Where employment is terminated, all wages due are, where practicable, to be paid to the employee on the day of termination.
 - (ii) If payment on the day of termination is not practicable, the employer is to, on the next working day of the pay office, forward all wages due to the employee to the employee's current home address, or any other arrangement for payment as may be agreed between the employer and the employee.

3. SALARIES

(a) Salaries and Classification

- (i) The salaries specified in the table below are payable to employees whose duties are classified according to the classification descriptors in Part III- Classification and Related Matters of this Award. On appointment an employee's range and level within a classification band is to be determined by the employee's qualifications, skill and experience.
- (ii) The following table shows the salaries applicable to employees classified according to the classification descriptors:

Classification	Salary effective from ffppcooa 1/12/2019	Salary effective from ffppcooa 1/12/2020	Salary effective from ffppcooa 1/12/2021	Salary effective from ffppcooa 1/12/2022
B1-R1-1	\$44,838	\$45,869	\$46,947	\$50,143
B1-R1-3	\$47,948	\$49,051	\$50,204	\$53,514
B1-R2-2	\$51,052	\$52,226	\$53,453	\$56,876
B1-R2-4	\$53,971	\$55,212	\$56,509	\$60,039
B1-R2-5	\$54,742	\$56,001	\$57,317	\$60,876
Promotion				
B2-R1-2	\$56,640	\$57,943	\$59,305	\$62,933
B2-R1-3	\$57,681	\$59,008	\$60,395	\$64,061
B2-R1-4	\$58,770	\$60,122	\$61,535	\$65,241
B2-R1-5	\$60,199	\$61,584	\$63,031	\$66,790
B2-R1-6	\$61,069	\$62,474	\$63,942	\$67,732
Promotion				
B3-R1-2	\$63,614	\$65,077	\$66,606	\$70,490
B3-R1-3	\$64,886	\$66,378	\$67,938	\$71,868
B3-R1-4	\$66,138	\$67,659	\$69,249	\$73,225
B3-R1-5	\$67,857	\$69,418	\$71,049	\$75,088
B3-R1-6	\$68,878	\$70,462	\$72,118	\$76,195

Promotion				
B4-R1-2	\$71,248	\$72,887	\$74,600	\$78,246
B4-R1-3	\$73,103	\$74,784	\$76,541	\$80,255
B4-R1-4	\$75,062	\$76,788	\$78,593	\$82,379
Advanced Assessment Point				
B4-R2-2	\$76,329	\$78,085	\$79,920	\$83,752
B4-R2-3	\$78,314	\$80,115	\$81,998	\$85,903
B4-R2-4	\$80,933	\$82,794	\$84,740	\$88,741
B4-R2-5	\$82,152	\$84,041	\$86,016	\$90,062
Promotion				
B5-R1-2	\$85,575	\$87,543	\$89,600	\$93,771
B5-R1-3	\$87,739	\$89,757	\$91,866	\$96,116
Advanced Assessment Point				
B5-R2-1	\$88,994	\$91,041	\$93,180	\$97,476
B5-R2-2	\$89,811	\$91,877	\$94,036	\$98,362
Promotion				
B6-R1-2	\$93,939	\$96,100	\$98,358	\$102,836
B6-R1-3	\$95,818	\$98,022	\$100,326	\$104,872
B6-R1-4	\$98,948	\$101,224	\$103,603	\$108,264
Advanced Assessment Point				
B6-R2-2	\$101,469	\$103,803	\$106,242	\$110,995
B6-R2-3	\$103,255	\$105,630	\$108,112	\$112,931
B6-R2-4	\$105,031	\$107,447	\$109,972	\$114,856
B6-R2-5	\$106,375	\$108,822	\$111,379	\$116,312
Promotion				
B7-R1-2	\$111,512	\$114,077	\$116,758	\$121,880
B7-R1-3	\$113,742	\$116,358	\$119,092	\$124,295
Advanced Assessment Point				
B7-R2-2	\$116,017	\$118,685	\$121,474	\$126,761
B7-R2-3	\$117,415	\$120,116	\$122,939	\$128,277
Promotion				
B8-R1-2	\$121,429	\$124,222	\$127,141	\$132,626
B8-R1-3	\$123,858	\$126,707	\$129,685	\$135,259
Advanced Assessment Point				
B8-R2-2	\$128,231	\$131,180	\$134,263	\$139,997
B8-R2-3	\$129,689	\$132,672	\$135,790	\$141,578

4. SUPERANNUATION

In this clause:

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

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

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

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

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

(i) **Accumulation Scheme Members**

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

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

NRP – Normal rate of pay for employee as defined by Part VII, Clause 5(a)(x).

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

- (2) For a period of paid parental leave for which an employee, in accordance with a relevant Award, has decided to take the period of paid parental leave on half pay as provided for by Part VII – Leave and Holidays with Pay, Clause 5 Parental leave, subclause (c) Paid Primary Caregiver Leave, the employer will make fortnightly additional employer superannuation contributions on behalf of the employee to the employee's fund, at the following rate:

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

NRP – Normal rate of pay for employee as defined in by Part VII, Clause 5(a)(x).

C% - relevant "charge percentage" specified in section 19 of the *Superannuation Guarantee*

(Administration) Act 1992 of the Commonwealth,
as amended from time to time

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

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

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

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

- (4) For any period when an employee is absent from work either totally or partially due to a workers compensation claim and in receipt of a workers compensation weekly payment, the employer will make additional employer superannuation contributions on behalf of the employee to the employee's fund, at the following rate:

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

WP – Workers compensation weekly payment paid to employee

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

(ii) **Defined Benefit Scheme members**

- (1) For all periods of:

- (A) unpaid parental leave during which the employee elects not to pay, is taken to have elected not to pay or is precluded by the rules of the Defined Benefit Scheme from paying, their own contributions to the Scheme; and
- (B) paid parental leave for which an employee, in accordance with a relevant Award, has decided to take the period of paid parental leave on half pay as provided for by Part VII – Leave and Holidays with Pay, Clause 5 Parental leave, subclause (c) Paid Primary Caregiver Leave,

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

$$\text{EmpCont} = [(\text{NRP}/26) - \text{AS}] \times \text{C\%} \quad \text{EmpCont} - \text{Additional Employer Superannuation Contribution}$$

NRP – Normal rate of pay for employee as defined in by Part VII, Clause 5(a)(x).

AS – Actual salary paid to employee while on parental leave

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

- (2) After a continuous period of four weeks personal leave without pay and for such time during the remainder of that employee's continuous period of personal leave without pay where the employee is precluded by the rules of the Defined Benefit Scheme from paying, their own contributions to the Scheme, the employer will make fortnightly additional employer superannuation contributions on behalf of the employee for that period to the default fund or to another complying superannuation scheme if the employee so elects in writing, at the following rate:

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

NSR – Normal salary rate for the employee as defined by Part VII, Clause 5(a)(x).

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

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

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

WP – Workers compensation weekly payment paid to employee

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

5. SALARY SACRIFICE BY EMPLOYEES

(a) Superannuation

- (i) An employee may elect to salary sacrifice a proportion of their award salary to a complying superannuation scheme of their choice, as defined in the *Public Sector Superannuation Reform Act 2016*, subject to compliance with any Tasmanian or Commonwealth government directive and legislation.
- (ii) Administrative costs incurred as a result of an employee entering into or amending a salary sacrifice agreement will be met by the employee.
- (iii) Salary for all purposes, including superannuation for employees entering into salary sacrifice agreement, will be determined as if a salary sacrifice agreement did not exist.
- (iv) Salary sacrifice agreements will be annual with employees being able to renew, amend or withdraw. An employee may withdraw at any time from a salary sacrifice agreement.

6. SALARY PROGRESSION, ADVANCEMENT ASSESSMENT AND PERFORMANCE MANAGEMENT

(a) Classification and Progression

For the purposes of this clause:

'Advancement assessment point' means a salary increase available without promotion subject to assessment for advancement.

'B1' means to Band 1, and so forth, and **'R1'** means to Range 1, and so forth.

'B1-R1-1' means level 1 in Range 1 of Band 1, and so forth.

'Progression' means a salary increase within a band subject to assessment.

- (b) Subject to this award, progression from one band to another is via promotion. Progression from one range to another is via Advancement Assessment. Progression within a range is via progression criteria. An employee may advance through more than one salary level within the same band on the same date, as determined by the employer.

- (c) The new level of salary is payable immediately once an advancement or progression has effect.
- (d) Appointment or promotion may be to any level within a band, as determined by the employer.
- (e) Performance Management Plan
 - (i) Progression within a salary band from one level to the next is to occur on the anniversary date of appointment predicated upon an assessment of the requirements established in the employee's performance management plan from the previous 12 months and certification that performance has been satisfactory.
 - (ii) Performance for progression is determined through a performance management plan. The performance management plan must, as a minimum, contain:
 - (1) A listing of the performance outcomes and specific requirements for an individual employee according to the duties and responsibilities required in their role;
 - (2) Be reviewed annually and involve at least one discussion between the employee and their manager;
 - (3) Involve a discussion concerning the employee's training and development needs;
 - (4) Include a clear statement of outcomes including whether the employee's performance has met the required standards and agreed training or development needs have been undertaken, whether salary progression will be approved and/ or any action is being considered where underperformance is identified.
 - (iii) The employer is to advise the employee of the time of the performance management discussion and of any relevant issues pertaining to it. The employee is to be allowed sufficient time to prepare and to participate in the discussion in a diligent manner.
 - (iv) The employee is not to be disadvantaged by any delay in the timing of the performance management plan discussion, and progression within a salary band from one level to the next is to occur on the employee's anniversary date if the assessment is satisfactory and the employee is available to undertake the assessment.

7. GRADUATES, CADETS, APPRENTICES AND TRAINEES

The salaries in this clause are those applicable on translation and the salaries after this date are as specified in this clause.

'AQF' means Australian Qualification Framework

'Approved training' means training undertaken (both on and off the job) in a traineeship involving formal instruction, both theoretical and practical and supervised practice in accordance with a traineeship scheme approved by the Tasmanian State Training Authority (the Authority). For the purpose of this definition, the training will be accredited by and lead to qualifications being issued under the Australian Qualifications Framework (AQF) Level II, III or IV.

'Certificate' means a qualification or part qualification endorsed under the AQF.

'Trainee' means a person employed under the provisions of the *Governor of Tasmania Act 1982* and who is bound by a traineeship Agreement made in accordance with this award.

'Traineeship Agreement' means an agreement made between the employer and trainee for a traineeship and which is registered with the Authority. For the purpose of this definition, a Traineeship Agreement is to be made in accordance with the traineeship scheme and is not to operate unless this condition is met.

'Traineeship scheme' means an approved traineeship applicable to a group or class of employees employed under the *Governor of Tasmania Act 1982*.

For the purpose of this definition, a traineeship scheme is not to be given approval unless consultation and negotiation has occurred with the relevant union on the terms of the traineeship scheme and traineeship. An application for approval of a traineeship scheme is to identify the relevant union and demonstrate to the satisfaction of the Authority that the above-mentioned consultation and negotiation has occurred. A traineeship scheme is to include a standard format to be used for a Traineeship Agreement.

'Year 10' means, for the purposes of this award, any person leaving school before completing year 10 will be deemed to have completed year 10.

(a) SALARIES FOR CERTIFICATE II, III & IV – ADMINISTRATIVE TRAINEES

- (i) The salary on commencement for an employee undertaking an administrative traineeship, or equivalent, is B1-R1-1.
- (ii) The administrative trainee employee salary commences in B1-R1-1 and progresses through to B1-R2-3, subject to meeting the performance requirements of the satisfactory completion of each stage of the traineeship and satisfactory work performance.
- (iii) The trainee employee is eligible for advancement through the Advancement Assessment Points in Band 1, subject to satisfying the traineeship requirements.

<u>Year 10</u>	<u>Year 11</u>	<u>Year 12</u>	<u>Band</u>
Entry			B1-R1-1
	Entry		B1-R1-2
		Entry	B1-R1-3
		Year 12 only	B1-R2-1

2nd year

Completion Completion Completion B1-R2-3

(b) SALARIES FOR CERTIFICATE III – APPRENTICESHIP – TRADESPERSON

- (i) The salary of an apprentice or trainee trade employee commences at B1-R1-1 and progresses through to B3-R1-1 without the requirement for promotion, subject to meeting the performance requirements of the satisfactory completion of each stage of the training qualification and satisfactory work performance. They are then eligible to advance through other progression points in Band 3.

<u>Year 10</u> <u>Entry</u>	<u>Year 11</u> <u>Entry</u>	<u>Year 12</u> <u>Entry</u>	<u>Adult</u> <u>Apprentice</u>	<u>Band</u>
Stage 1				B1-R1-1
	Stage 1			B1-R1-2
		Stage 1	Stage 1	B1-R1-3
Stage 2	Stage 2			B1-R2-1
		Stage 2	Stage 2	B1-R2-3
Stage 3	Stage 3	Stage 3	Stage 3	B2-R1-1
Stage 4	Stage 4	Stage 4	Stage 4	B2-R1-4
On completion	On completion	On completion	On completion	B3-R1-1

- (ii) The minimum salary on commencement for an employee undertaking trade value work requiring an essential trade qualification and for which a trade qualification of AQF Certificate III (that is Trades Certificate requiring a nominal 960 hours of training or equivalent delivered by a Registered Training Organisation) is required, is B3-R1-1.

(c) SALARIES FOR CERTIFICATE IV – APPRENTICESHIP – SPECIAL CLASS TRADESPERSON

- (i) The salary of an apprentice or trainee special class trade employee commences at B1-R1-1 and progresses through to B3-R1-1 without the requirement for promotion, subject to meeting the performance requirements of the satisfactory completion of each stage of the training qualification and satisfactory work performance. They are then eligible to advance through other progression points in Band 3.
- (ii) The minimum salary on commencement for an employee for which a trade qualification of Certificate IV (Special Class/Higher), or equivalent, is essential is B3-R1-2.

<u>Stage</u>	<u>Band</u>
Stage 1	B1-R1-3
Stage 2	B1-R2-3
Stage 3	B2-R1-1
Stage 4	B3-R1-1
On completion	B3-R1-2

- (iii) The salary on completion of the trade's qualification of Certificate IV (Special Class) at a minimum is that of B3-R1-2, otherwise the salary continues at the rate for the classification of the work undertaken by the employee.
- (d) SALARIES FOR DIPLOMA – APPRENTICESHIP – ADVANCED TRADESPERSON, DIPLOMA FOR TECHNICAL TRAINEE:
 - (i) The salary of an apprentice/technical trainee commences in B1-R1-3 and progresses through to B3-R1-2 without the requirement for promotion, subject to meeting the performance requirements of the satisfactory completion of each stage of the qualification and satisfactory work performance. They are then eligible to advance through other progression points in Band 3.
 - (ii) The technical trainee is eligible for advancement through the Advanced Assessment Points in Band 1 subject to satisfying the performance requirements stated above.

<u>Stage</u>	<u>Band</u>
Stage 1	B1-R1-3
Stage 2	B1-R2-3
Stage 3	B2-R1-1
Stage 4	B3-R1-1
On completion	B3-R1-2

- (iii) The minimum salary on commencement for an employee undertaking technical work and for which a technical qualification of Diploma, or equivalent, is an essential qualification is B3-R1-2.
- (e) SALARIES FOR ADVANCED DIPLOMA – TECHNICAL TRAINEE
 - (i) The salary on commencement for an employee undertaking technical work for which a technical qualification of Advanced Diploma, or equivalent, which involves a minimum of 1200 hours training delivered by a Registered Training Organisation, is B3-R1-4.
 - (ii) The technical trainee salary commences in B1-R1-3 and progresses through to B3-R1-4 without the requirement for promotion, subject to satisfactory completion of each stage of the qualification and satisfactory work performance. They are then eligible to advance through other progression points in Band 3.

<u>Stage</u>	<u>Band</u>
Stage 1	B1-R1-3
Stage 2	B1-R2-3
Stage 3	B2-R1-4
Stage 4	B3-R1-2
On completion	B3-R1-4

- (f) MINIMUM ADULT WAGE RATES – ADULT APPRENTICESHIPS

- (i) When a person, employed under the *Governor of Tasmania Act 1982*, enters into a contract of training as an adult apprentice pursuant to the provisions of the *Vocational Education and Training Act 1994*, the employee is not to suffer a reduction in salary as a consequence of entering into a contract of training, unless the salary exceeds B2-R1-1 (Stage 3).
- (ii) The rate of salary the adult apprentice is to receive is that of the classification of work in which the adult apprentice was engaged immediately prior to entering into the contract of training, subject to a maximum of the salary specified for B2-R1-1. A salary in excess of B2-R1-1 may continue to be paid at the discretion of the employer.

(g) SALARIES FOR SCHOOL BASED APPRENTICESHIPS

(i) Definition

This sub-clause applies to school based apprentices. A school based apprentice is a person who is undertaking an apprenticeship in accordance with this clause while also undertaking a course of secondary education.

(ii) Wage Rates

The hourly rates for full-time apprentices as set out in this award apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

For the purposes of the above clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the apprentice is paid is deemed to be 25 per cent of the actual hours each week worked on-the-job. The wages paid for training time may be averaged over the semester or year.

(iii) Off-The-Job Training

A school based apprentice is allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.

For the purposes of this sub-clause, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on-the-job.

(iv) Duration of Apprenticeship

The duration of the apprenticeship is to be as specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply is not to exceed six years.

(v) Progression Through Wage Structure

School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the

typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

(vi) Conversion from a School Based to Full Time Apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purposes of progression through the wage scale. This progression applies in addition to the progression achieved as a school based apprentice.

(vii) Award Entitlements

School based apprentices are entitled to pro rata entitlements available to employees covered by this award.

(h) SALARIES FOR CADETS – BACHELOR DEGREE

- (i) The salary on commencement for an employee undertaking a cadetship, or equivalent, is B1-R1-3.
- (ii) The salary for an employee undertaking a cadetship commences in B1-R1-3 and progresses through to B4-R2-1 without the requirement for promotion, subject to meeting the performance requirements of the satisfactory completion of each stage of the cadetship and satisfactory work performance. An employee is then eligible to advance through other progression points in Band 4.

<u>Stage</u>	<u>Band</u>
Year 1 - 1 st year of degree	B1-R1-3
Year 2 - 1 st year of degree	B1-R2-3
Year 3 - 2 nd year of degree	B2-R1-4
Year 4 - 2 nd year of degree	B3-R1-1
Year 5 - 3 rd year of degree	B3-R1-4
Year 6 - 3 rd year of degree	B4-R1-2
Salary of next progression point after Graduation	B4-R2-1

- (iii) The salary of B4-R2-1 is the minimum salary for a cadet graduate with 12 months work experience.

(i) SALARIES FOR GRADUATE DEVELOPMENT PROGRAM – BACHELOR DEGREE

- (i) A Graduate Development Program employs graduates for formal career development based on the relevance of qualifications for specific Agency occupations.
- (ii) The salary on commencement of a graduate officer is B3-R1-1 and progresses through to B4-R2-1 without the requirement for promotion, subject to satisfactory work performance. An employee is then eligible to advance through other progression points in Band 4.

<u>Stage</u>	<u>Band</u>
1 st year (min)	B3-R1-1
2 nd year (min)	B3-R1-4
3 rd year (min)	B4-R1-2
4 th year (min)	B4-R2-1

(iii) Minimum Salary Point:

The salary progression outlined above for this group of employees represents the minimum salary steps required according to these salary arrangements. The employer may accelerate the progress of employees, subject to performance requirements and competency assessment. The entry level may be advanced in cases where the qualification requirements have already been satisfactorily completed.

(j) TASMANIAN MINIMUM WAGE

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

The Tasmanian Minimum Wage is \$915.90 per week operative from 1 August 2024. **PROVIDED** this clause has no application to employees engaged under a contract of training or to an employee who is in receipt of a supported wage assessment.

8. SUPPORTED WAGE SYSTEM FOR PERSONS WITH DISABILITIES

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

In this clause:

'approved assessor' means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

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

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

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

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

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

(a) ELIGIBILITY CRITERIA

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

(b) SUPPORTED WAGE RATES

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

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

PROVIDED that the minimum amount payable must be not less than \$106.00 per week.

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

(c) ASSESSMENT OF CAPACITY

- (i) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

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

(d) LODGEMENT OF SWS WAGE ASSESSMENT AGREEMENT

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

(e) REVIEW OF ASSESSMENT

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

(f) OTHER TERMS AND CONDITIONS OF EMPLOYMENT

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

(g) WORKPLACE ADJUSTMENT

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

(h) TRIAL PERIOD

- (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (ii) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- (iii) The minimum amount payable to the employee during the trial period must be no less than \$106.00 per week.

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

PART III – CLASSIFICATION AND RELATED MATTERS

1. CLASSIFICATION DESCRIPTORS

(a) Introduction

(i) Purpose:

The purpose of classification descriptors is to assess occupations and different types of work according to work value levels, to which salaries are aligned.

The classification standards are broad and describe the core features of work at each band from seven perspectives called job components. The classification descriptors determine the appropriate classification for the duties assigned to employees.

(ii) “Best Fit”

The job components have equal weight or effect and no description within a component has more importance than another. Some descriptors, however, are more relevant in describing different types of work than others, and therefore will have more influence in classifying that work. Naturally, not each and every descriptor applies to any individual job. These descriptors are appropriately used when particular job components and the overall theme or “feel” of a particular band provides the “best fit” to an employee's duties.

In using the descriptors it is important to consider particular organisational arrangements, such as the reporting relationships above and below specifically assigned duties.

(iii) Similarity of Descriptors:

The descriptors of some job components at different bands are similar because of shared requirements which mean the key differences in different work value levels lie in other features of the work.

(b) Qualifications and Pre-employment Requirements

- (i) The employer may determine that a qualification or pre-employment requirement is either important or essential according to the nature of the work to be undertaken. Qualifications may be provided by a university, a vocational education organisation or a registered and accredited training provider.

The employer may determine a pre-employment criminal history check is required for a position based on the nature of the duties and responsibilities attached to that position.

The following elements should be considered by the employer when determining whether a pre-employment conviction check is required:

The nature of the duties and responsibilities attached to the position;

Whether the position has regular contact with clients, dignitaries or the public;

The duty of care associated with the position;

Any legislative requirements.

(c) Features

The following are the key features of the Classification Model:

- (i) The General Stream has eight bands with an Advancement Assessment Point in Bands 4, 6, 7 and 8 which provide for two ranges within those bands.
- (ii) Work is described in seven job components for each band.

The components are:

(1) Focus:

The primary purpose of work at each band, including the range of objectives and activities.

(2) Context and Framework:

The operating environment and decision-making framework for work at each band.

(3) Expertise:

The qualifications, knowledge and experience required for work at a particular band.

(4) Interpersonal Skills:

Oral and written communication skills and the ability to lead people and manage relationships.

(5) Judgement:

Critical thinking, problem solving and decision-making requirements of each band.

(6) Influence of Outcomes:

The influence and effect that work of a satisfactory standard would have on the outcomes required of each band.

(7) Responsibility for Outcomes:

The principal responsibilities of work at each band.

- (iii) The classification descriptors define work in 4 broad levels according to the focus of the work and the framework in which it is performed. These are as follows:

(1) Bands 1, 2 and 3

Work involves the application of practices, methods and standards according to existing guidelines, systems and processes.

(2) Bands 4, 5 and 6

Work involves the maintenance and modification of guidelines, systems and processes according to a defined policy and regulatory operating environment.

(3) Bands 7 and 8

Work involves the interpretation and modification of policy and regulatory settings according to operational requirements (internal – how we work) and service delivery (external - what we do) demands.

2. REFERENCE FRAMEWORK

The following definitions have been adopted to complement the classification descriptors. They reflect the hierarchical nature of the work undertaken in complex organisations. The work performed by individuals in organisations may range across one or more aspects of this reference framework. Invariably, however, the principal objective of the work of an individual employee aligns more closely with one aspect than another.

(a) Task

A defined piece of work which forms part of a unit of activity.

(b) Discipline

A branch of instruction. For example: botany, accountancy, journalism, information science, underwater diving, carpentry.

(c) Field

An area or sphere of operation or activities. For example: Occupational Health and Safety, Training and Development, Expenditure Control.

(d) Activities

Work and actions of related fields that typically combine within a functional (Branch) or program area.

(e) Program

A program may stand alone or be located within a functional unit. Typically involves related disciplines within a function of Government House or related fields that range across functional areas. May have a defined life span and/or includes a project.

(f) Function

A related and aligned area of activities combined to form a unit within the Government House employee structure.

(g) Policy

Create, design, develop, model, trial, test, modify, adopt or implement a course of action.

- (h) Strategy

Policy implementation – what, how, by whom, when and where.

3. SUMMARY OF DIFFERENCES BETWEEN GENERAL STREAM BANDS

- (a) Band 1

Work involves routine tasks requiring the application of precise practices according to existing processes with strictly limited scope and discretion.

- (b) Difference between Band 1 and Band 2

Band 2 undertakes multiple and diverse tasks which require some independent judgement in how they are performed. Performance is assessed by the satisfactory completion of tasks consistent with an increasing degree of independent management of work.

- (c) Difference between Band 2 and Band 3

Band 3 tasks are complex and involve intricate and unrelated techniques that require qualified and specialised skills. The exercise of independent judgement is integral to the work and non-standard requirements require considerable creativity and initiative. Assistance is provided to a supervisor.

- (d) Difference between Band 3 and Band 4

Band 4 work is directed at co-ordinating and integrating the operational functions to be undertaken, or towards understanding and interpreting the decision-making framework within which the work activity occurs, or aspects of both, depending upon the range of the activities of the work area.

- (e) Difference between Band 4 and Band 5

Band 5 work is directed at co-ordinating and integrating the operational procedures to be undertaken, that is, the systems and processes for program and service delivery within which a multitude of tasks are performed. High level specialised skill and expertise in a particular discipline or field of activity.

- (f) Difference between Band 5 and Band 6

Band 6 work applies the decision-making framework (policies, rules and regulations) in support of program or service delivery of a defined field of activity, which may involve more than one discipline. Considerable autonomy of approach in delivering outcomes and the advice and recommendations provided are regarded as definitive for that activity.

- (g) Difference between Band 6 and Band 7

Band 7 work leads a complex activity or program unit requiring the development and/or determination of the operational methodology according to the decision-making framework and service delivery requirements.

- (h) Difference between Band 7 and Band 8

Band 8 work leads a complex functional or program unit and develops program strategies, policies and operational approach. The outcomes of the functional or program activities have a direct and significant effect on the achievement of organisational objectives.

4. CLASSIFICATION DESCRIPTORS

Band 1	
Focus	Entry level work requiring the application of precise practices, methods and standards where the focus is on learning, developing and refining non-trade/trade/technical/administrative skills to apply within existing operational guidelines, systems and processes. Routine task focussed work, which initially is strictly limited in scope. Exposure to a wider range and complexity of tasks increases with knowledge and experience. The scope of work assigned varies according to specific entry level qualifications, the nature of the role and experience.
Context and Framework	Clear and detailed instructions on techniques, methods, priorities and timeframes are provided and work is performed under close supervision. Work is routinely reviewed and checked for task completion.
Expertise	Knowledge and expertise is consistent with entry level work and work with defined and limited functions. Qualifications and experience vary at this level and the work undertaken is consistent with that knowledge. Knowledge and experience may be gained through relevant courses of study and/or competency assessment.
Interpersonal Skills	Receives instruction, advice and feedback relevant to gaining knowledge, applying skills and completing tasks. Maintains open communication to learn and understand operational context and to improve efficiency and effectiveness. Provides explanations of standard and routine processes and procedures to team members, clients and members of the public. As expertise increases is expected to suggest improvement in the application of techniques, practices and methods, to provide feedback on instructions received and procedures to be followed and to assume more responsibility for how skills are applied and tasks are completed.

Band 1	
Judgement	Initially choices are limited to following clear and specific instructions according to existing standards. As familiarity develops increasing judgement is expected in selecting the most appropriate means of completing the task while deviations, problems or unfamiliar situations not covered by instructions would be referred to the supervisor.
Influence of Outcomes	The influence of this work is limited to undertaking tasks that provide routine and standard information, support and assistance to the work team, clients and members of the public. Contributes to team and client satisfaction by correct and appropriate use of skills.
Responsibility for Outcomes	Responsible for the satisfactory completion of tasks consistent with learning and developing skills and applying them correctly in the operational context. Responsible for appropriate use of tools, equipment and resources and for establishing co-operative relationships with team members, clients and members of the public.

Band 2	
Focus	Work requiring the application of conventional non-trade or administrative practices methods and standards according to existing operational guidelines, systems and processes. The work consists of multiple, diverse tasks to be performed to achieve specified outcomes. The work provides routine advice, support and assistance to a work team.

Band 2	
Context and Framework	Initially detailed instructions are provided on established techniques, methods, priorities and timeframes. Consistent with increasing experience detailed instructions are limited to unusual requirements which do not have clear guidelines or precedents. Some interpretation, modification or adjustment of accepted practices, methods or standards may be required to achieve specified outcomes. Performance is assessed by task completion in meeting specified outcomes.
Expertise	Knowledge and expertise consistent with qualifications recognised at Certificate III or equivalent level. Some conventional practices, methods and standards are known. As knowledge and experience is gained in understanding relevant systems and procedures independent management of work load increases.
Interpersonal Skills	Receives instructions and guidance on work practices and processes and in meeting unusual requirements. Actively participates in reviewing and explaining operational procedures and in providing information and liaising with clients, stakeholders and members of the public. Displays good communication and interpersonal skills in gaining the co-operation of others and deals effectively with challenging behaviour.
Judgement	Increasingly required to exercise judgement in the choice of work methods, in prioritising tasks and in the application of skill in selecting the appropriate course of action. Independent decision-making and initiative regarding the planning and completion of tasks and achievement of outcomes is expected to increase with experience. Proposes alternative approaches in the work area.
Influence of Outcomes	The work contributes to the effective operation of the work unit including on client, stakeholder and public perception. Maintains established standards, systems and procedures and proposes improvements to practices, methods and processes.

Band 2	
Responsibility for Outcomes	Responsible for the satisfactory completion of tasks that are significant for the operational effectiveness of the work unit. Responsible for ensuring work methods and processes meet required standards with some independence to modify or adapt existing approaches for more effective service delivery for client and stakeholder.

Band 3	
Focus	Work requiring qualified trade/technical or specialised administrative and clerical skills for the application and adjustment of conventional practices, methods and standards according to established guidelines, systems and processes. The work consists of a trade/technical practitioner or specialised administrative and clerical focus on complex, multiple, diverse tasks to be performed to achieve specified outcomes. Tasks involve precise, intricate and unrelated methods and processes. May assist a team leader to supervise less experienced staff engaged in performing similar less demanding tasks.
Context and Framework	General instructions are provided, other than for more complex and unusual requirements which do not have clear guidelines or precedents. Interpretation, modification or adjustment of accepted practices, methods or standards is routinely required to achieve specified outcomes. Uses initiative to resolve issues and satisfy client and stakeholder requirements.
Expertise	Knowledge and expertise consistent with qualifications recognised at Certificate III and IV or equivalent level. Trade/Technical practitioner or specialist administrative and clerical subject matter knowledge and experience in the application of practices, methods and standards to meet the requirements of the operational area. Recognised trade/technical practitioner and specialised administrative and clerical skills in applying precise, intricate and unrelated practices and methods to resolve operational issues and to meet specified outcomes.

Band 3	
Interpersonal Skills	Well-developed interpersonal and communication skills. A leadership role in reviewing and explaining operational procedures and in providing information to and liaison with clients, stakeholders and members of the public. Assistance may be provided to a supervisor in reviewing and evaluating practices and standards and providing recommendations. Effective instruction, guidance and feedback is provided to less qualified or experienced staff.
Judgement	Exercises independent judgment in the practices, methods and standards to be applied, and the planning and timing required to complete complex, diverse tasks. Creativity and initiative required to provide options, recommendations and solutions to satisfy non-standard requirements.
Influence of Outcomes	The work has a significant influence on the effective operation of the work unit including client, stakeholder and public perception regarding program or service delivery. A trade/technical employee or specialist administrative or clerical employee proposes and develops options to modify practices, methods and approach to meet specified needs while maintaining quality standards. Assists a supervisor regarding the development of less qualified or experienced staff.
Responsibility for Outcomes	Responsible for maintaining practices, methods and standards and their modification as appropriate to provide satisfactory solutions for complex operational issues. Responsible for maintaining quality control of outcomes. Responsible for assisting a supervisor to ensure less qualified or experienced staff receive appropriate instruction, guidance, and performance feedback.

Band 4	
Focus	Work within a defined field requiring the evaluation/co-ordination and/or integration of complex tasks within a defined field. The work includes one or more components of planning, organising, directing, controlling or co-ordinating resources and related activities. The work includes one or more components of research, analysis, investigation, evaluation and providing options and recommendations. Interprets and modifies guidelines, systems and processes to ensure conformity with specified outcomes and/or to provide alternative approaches to resolve operational problems. Makes decisions on the proposals and recommendations of lower level employees.
Context and Framework	General direction is provided to achieve the required outcomes as operational guidelines, systems and processes are well understood. Policies, rules and regulations provide a framework for decision-making in undertaking and integrating the relevant activities of the work area. Flexibility, innovation and initiative expected in providing alternative solutions to complex operational issues within the field of work.
Expertise	Knowledge and expertise consistent with qualifications recognised at Diploma or Advanced Diploma or equivalent level. Well-developed knowledge and expertise in the application of policies, rules and regulations to guidelines, systems and processes. Trade work requires specialised knowledge and expertise which may require solutions to complicated, difficult, intricate and unrelated problems with existing infrastructure, equipment, systems and processes. Well-developed expertise in managing and applying information and specialised knowledge to the range of related activities of the work area. Develops expertise in controlling and managing allocated resources.

Band 4	
Interpersonal Skills	Work at this level may involve a supervisory role. Highly regarded communication and interpersonal skills. This involves instructing, guiding and mentoring less experienced staff and making decisions on operational performance and activities. Informs and guides to gain the acceptance of others regarding the practices, systems and processes required to achieve program and service delivery outcomes. Interprets and explains complex operational procedures and provides advice and detailed information to clients, stakeholders and members of the public.
Judgement	Exercises judgement in applying policies, rules and regulations to practices, methods, systems and processes. Applies specialised expertise to resolve complex operational issues with existing systems, procedures, infrastructure and equipment. Compiles, analyses and evaluates complex and unrelated information to maintain and modify operational performance and service delivery.
Influence of Outcomes	The work has a significant influence on service delivery performance and outcomes for the work unit. Uses specialised expertise to advise, develop and recommend alternative approaches to achieve the work unit's objectives. Instruction, guidance and mentoring have a significant influence on the development of less qualified or experienced employees.
Responsibility for Outcomes	Responsible for ensuring guidelines, systems and processes are applied appropriately to integrate related activities to meet specified objectives. Responsible for providing options and recommendations to resolve complex operational issues and/or improve operational effectiveness. Where supervision is involved, responsible for ensuring advice, recommendations and decisions support specified service delivery and program outcomes.

Band 5	
Focus	Work within a defined field requiring the evaluation/co-ordination and/or integration of diverse and varied operational procedures and practices. The work requires detailed planning, organising, directing, controlling and co-ordinating of resources and related activities. The work requires in-depth research, analysis, investigation and evaluation to develop and implement complex practices, systems and processes to meet difficult operational and service delivery requirements. Specialised work in a particular discipline to provide authoritative advice and expertise to support a range of complex activities.
Context and Framework	Applies specialised technical knowledge of a particular discipline to provide effective practical solutions in a complex operational environment. Work is undertaken within established guidelines, systems and processes with limited guidance required in applying specialised expertise to complex and challenging activities. Considerable independence in interpreting and evaluating the requirements and effectiveness of operational program and service delivery according to the decision-making framework and in providing solutions to meet service delivery requirements. Establishes new operational guidelines and/or precedents within the area of expertise consistent with operational policy.
Expertise	Highly proficient in the area of expertise with extensive skill in a specific discipline or in a particular field. In-depth knowledge and experience of the decision-making and operational framework, specific guidelines, systems and processes and their effects on stakeholders, clients, other employees and members of the public. Supervisory and specialised roles provide leadership, instruction and guidance in the specific discipline or area of expertise in implementing and modifying existing methods, systems, processes, infrastructure and equipment to resolve operational problems.

Band 5	
Interpersonal Skills	Informs and guides to gain the acceptance of others regarding the maintenance and modification of intricate and unrelated methods, systems and processes for effective service and program delivery outcomes. Provides clear and authoritative advice and recommendations for complex activities that are understood and accepted by others as resolving program and service delivery challenges. May represent the organisation with the authority to negotiate outcomes that meet the specified requirements and objectives of the program or service delivery unit. A supervisor mentors and evaluates the performance of less qualified or experienced staff.
Judgement	Exercises initiative, flexibility and creativity in applying specialised expertise to meet complex operational challenges. Makes informed decisions, recommendations and/or implements alternative methods of approach to provide operational solutions for program and service delivery requirements. Identifies, assesses and responds to changes to guidelines, systems, methods and processes in applying appropriate solutions.
Influence of Outcomes	The work provides significant specialised support in meeting the work area's objectives. Influences the skill development and performance of less experienced employees. Influences the effective use of infrastructure, systems and processes and their modification in response to changes to operational procedures and the decision-making framework.
Responsibility for Outcomes	Responsible for ensuring specialised expertise is effectively applied to provide program and service delivery outcomes consistent with the operational framework. Responsible for providing leadership, instruction and guidance to less qualified or experienced employees in the specific discipline or area of expertise.

Band 6	
Focus	Roles support the operational activities of a defined field of activity by managing or providing specialised advice. These are complex activities of significance for the delivery of outcomes for the functional or program unit. A management role interprets policies, regulations and guidelines and designs and implements plans, systems and procedures to deliver services consistent with program objectives. Specialists identify and define issues according to the established decision-making and operational framework to develop operational solutions, guidelines and recommendations for improved service delivery outcomes. This involves a highly detailed focus on the activities of the field and may involve more than one discipline. This includes investigation, review, research, analysis and integration of varied and diverse policies, rules, systems and processes for effective operational outcomes.
Context and Framework	The work area unit or program activities have a direct and significant effect on outcomes for the functional unit or program activity. The role operates with considerable independence in determining priorities, procedures and approach in implementing policies, plans, systems and procedures in a complex specialised environment. Guidance and instruction may on occasion be received on the implementation of modifications consistent with policy, regulatory and/or technological requirements and developments. Work of a highly technically complex nature or with a varied range of activities may receive instruction and /or provide innovative solutions to meet program or service delivery outcomes.

Band 6	
Expertise	Significant expertise in the relevant discipline(s) and associated field of activity gained through in-depth experience. Highly developed and detailed understanding of the operational framework including regulations, policies, systems and processes for effective program and service delivery. Management roles require significant management skills and expertise to lead a complex activity or program unit to support the operations of functional area. Roles providing specialised advice require highly developed detailed subject-matter knowledge. Incorporates knowledge of relevant associated activities within the functional area to improve operational effectiveness and service delivery.
Interpersonal Skills	Informs and negotiates to gain the acceptance of others regarding the application of policies, plans and processes in providing defined service and program delivery outcomes. Provides authoritative advice, recommendations and solutions in implementing complex rules, regulations, guidelines, systems, and processes within the field of activity. May represent the organisation with the authority to negotiate and conclude outcomes that meet the specified requirements and objectives of the program or service delivery unit.
Judgement	Clarifies and interprets the decision-making framework and operational systems and procedures to provide outcomes consistent with program objectives. Initiative, flexibility and creativity in developing options and recommendations to resolve problems and improve service delivery outcomes. Highly developed conceptual and reasoning skills to research, investigate, analyse, evaluate and integrate relevant solutions from diverse disciplines or fields into the area of activity.

Band 6	
Influence of Outcomes	Advice and recommendations are provided directly to the manager of the function or program area in relation to implementation of policies, plans and processes. Service delivery or program outcomes may be altered as a result. There is a clear and direct effect on effective and efficient operation of the function or program activities. Advice provided is regarded as authoritative, specialised, consultative and/or management advice. There may be a strong influence on associated program activities in the functional area.
Responsibility for Outcomes	Responsible for the implementation of policies, regulations and plans to provide efficient and effective program or service delivery outcomes. This includes developing guidelines and performance options, planning future activities, negotiating for appropriate resources and determining measures for accountability. Management and/or quality control of outcomes, processes, systems, resources, assets and infrastructure. This includes managing the performance of sub-ordinate staff. Provides advice on the application of policy to systems and processes in meeting specified program objectives.

Band 7	
Focus	Work within a specialised program or engaged in complex activities within a functional area. The work usually integrates varied and diverse organisational policies and rules with support systems and processes for effective operational outcomes. Roles with a management focus, or specialists involved with a specialised program, lead an activity or program unit within a functional area. A management role interprets policies, regulations and guidelines to determine milestones, objectives, methods and priorities to support complex activities within a specified program. Specialists develop operational rules, guidelines and systems to achieve program objectives. This may modify the approach to established processes within a defined policy, regulatory and operational framework.

Band 7	
Context and Framework	The work area unit or program activities have a direct and significant effect on organisational outcomes and the achievement of corporate objectives. Established decision-making and operational frameworks may require considerable interpretation and initiative to provide effective program and service delivery outcomes. A complex specialised environment implementing conventional plans, systems and procedures. These evolve and are modified according to policy, regulatory and/or technological requirements and developments. Guidance and instruction may on occasion be received on the implementation of highly technically complex modifications that provide solutions consistent with policy, regulatory and/or technological requirements and developments. Operates with considerable autonomy and is required to provide leadership regarding the design, development and operation of function and/or program activities. Defines core program and service delivery issues to develop options and recommendations for operational change and/or for new research projects.
Expertise	High level specialised expertise in the relevant discipline and associated field of activity gained through extensive experience. High level knowledge of the operational and service delivery processes of Government House, and the relevant technical, administrative and/or clerical discipline, field and program area. Management roles require highly developed management skills and expertise to lead a defined complex activity or program within a functional area. Roles providing technical or policy advice require highly developed expertise based on specialised subject matter knowledge.

Band 7	
Interpersonal Skills	Leads and motivates to gain the co-operation of others in the achievement of difficult and sometimes conflicting objectives, which may include incompatible processes, in developing or implementing improvements to established plans, systems and procedures. Manages staff and stakeholders and promote co-operation, teamwork and understanding in undertaking specialised processes. Develops productive relationships with specialists and stakeholders with similar levels of skill and experience in related field or program area to share ideas and to resolve problems. Clearly articulates complex and difficult issues to staff and stakeholders in terms which are understandable by the audience. Represents the organisation with the authority to conduct and commit to a negotiated outcome regarding operational processes for the area of responsibility and which may have operational implications beyond the functional area or program activity. Models a high standard of ethical behaviour and promotes values and a workplace culture to support this standard.
Judgement	Identifies, defines and develops options and recommendations to implement and improve the delivery of complex specialised programs and/or services within a functional area which may include responding to new and emerging developments. Solutions are constrained by the existing policy and regulatory framework, budget and resource considerations and established program delivery methodologies. Highly developed conceptual and reasoning skills to research, investigate, analyse, evaluate and integrate relevant solutions from related disciplines or fields into the area of activity. Flexibility, creativity and innovation associated with research, investigative, analytical and appraisal skills. Options provided and solutions recommended may require the development of new operational systems and methods for improved service delivery outcomes. Alternative sources of advice may be limited within Government House.

Band 7	
Influence of Outcomes	Advice and recommendations are provided directly to the manager of the function or program area and/or indirectly to the Governor and/or Official Secretary in relation to the management of the activity or program unit and the development and/or implementation of new plans, systems or procedures. Service delivery or program outcomes are altered. There is a clear and direct effect on the effective and efficient operation of the function or program and on the implementation of Government House policy through program and service delivery outcomes. Advice provided is authoritative, specialised, consultative and/or management advice to a particular program or range of activities.
Responsibility for Outcomes	Responsible for efficient and effective program or service delivery including budget management, optimal use of resources and maintaining and/or modifying policy, administrative processes and research projects. This includes planning future activities, negotiating for appropriate resources and determining measures for accountability. Managers are accountable for managing the performance and development of staff. Technical, administrative and/or clerical specialists are accountable for mentoring and role-modelling less qualified or experienced staff. Considerable independence in determining priorities and approach to managing the activities of the program or unit. Specialists are required to remain abreast of contemporary developments in the discipline or field and related subject matter. Responsibility may be shared with relevant specialists and management for the development of strategy, policy or program implementation especially with regard to new developments.

Band 8	
Focus	Roles with a management focus lead a function or program unit to deliver outcomes that are of significant strategic importance for Government House. Technical, administrative and/or clerical specialists responsible or involved with a highly specialised program contribute to the strategic planning and decision-making process. This involves developing and/or modifying operational program strategies, policies and rules and supporting systems and procedures to achieve specified outcomes. Determines appropriate milestones, priorities and approach to program delivery.
Context and Framework	The function or program activities have a direct and significant effect on organisational outcomes and the achievement of corporate objectives. Considerable operational autonomy with operational direction according to Government House policy and broad objectives. A complex specialised environment which requires the development, implementation and modification of program-specific strategy, policy, principles, systems and processes that reflect Government House strategy, policy, regulatory or technological developments. Established precedents and policies may require interpretation for operational effectiveness. Emerging issues can be due to significant operational concerns and can anticipate regulatory change. Shares the determination of program-specific policy and processes to meet core organisational objectives and strategies. This can include broadly based operational policies, professional programs, Government House-wide policies and specialised projects.
Expertise	High level and/or specialist knowledge and expertise through extensive experience. High level understanding of the structures and processes of Government House, and the relevant technical, administrative and/or clerical discipline, field and program area. Management roles require highly developed management skills and expertise to manage and lead a functional unit or program.

Band 8	
Interpersonal Skills	Leads and motivates to gain the co-operation of others in the achievement of challenging, difficult and sometimes conflicting objectives, which may include incompatible processes, in developing or implementing improvements to established principles, precedents and procedures. Manages staff and stakeholders and promotes co-operation, teamwork and understanding in undertaking demanding and complex work. Develops productive relationships with specialists and stakeholders with similar levels of skill and experience in various fields to share ideas and to resolve problems. Clearly articulates highly complex and difficult issues to staff and stakeholders in terms that are understandable by the audience. Represents Government House with the authority to conduct and commit to a negotiated outcome regarding strategies, policies, programs and objectives for the area of responsibility and which have implications for Government House. Models a high standard of ethical behaviour and promotes values and a workplace culture to support this standard.
Judgement	Identifies, defines and develops options for complex policy and program delivery within a functional area and recommends solutions to unusual or emerging problems. Solutions are constrained by the existing policy and regulatory framework, budget and resource considerations and established program delivery methodologies. Highly developed conceptual and reasoning skills. Flexibility, creativity and innovation regarding the implementation of Government House organisational strategy and policy and the integration of relevant solutions from diverse disciplines or fields. Options provided and solutions recommended may require the development of new program strategies, policies, plans and procedures with significantly altered organisational outcomes. Alternative sources of advice may be limited within Government House.

Band 8	
Influence of Outcomes	Advice and recommendations are provided to the Governor and/or Official Secretary in relation to the effectiveness of functional or program activity and service delivery. There is a strong influence on other functional areas within Government House. The nature of the response required to address emerging trends may alter the way work is organised and /or performed within the function or program area. Developments may improve program functions and organisational efficiency and performance and result in a better alignment and integration of activities within the functional area. Community, client and stakeholder regard for the implementation of Government House policy through program or service delivery outcomes may be affected.
Responsibility for Outcomes	Responsible for the efficient and effective operation of the function or program requiring budget management, optimal use of resources and maintaining and/or modifying strategy and policy, administrative processes and research projects. This includes planning future activities, negotiating for appropriate resources and determining measures for accountability. Managers are accountable for the performance and development of staff. Technical, administrative and/or clerical specialists are accountable for mentoring and role-modelling less qualified or experienced staff. Specialists are required to remain abreast of contemporary developments, to identify emerging trends and to maintain a network of peers and specialists in the subject area. Responsibility may be shared with relevant specialists and management for the development of program strategy, policy or implementation especially with regard to new developments.

PART IV – ALLOWANCES

1. ADJUSTMENT OF WAGE RELATED ALLOWANCES

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

2. FIRST AID CERTIFICATE ALLOWANCE

- (a) An employee nominated by the employer to perform first aid duties and who is the current holder of a Workplace Certificate Level 2, HLTFA301B, National Training Package, or equivalent certificate, is to be paid an allowance of \$896 per annum.
- (b) Where the employer requires an employee to obtain a first aid qualification, the employer is to pay all associated costs, and where necessary, is to provide paid time off for the purpose of undertaking first aid training leading to an appropriate first aid qualification such as Workplace Certificate Level 2, HLTFA301B, National Training Package.
- (c) An employee nominated to perform first aid duties is to be allowed to undertake refresher courses as in sub-clause (b) of this clause providing the employer still requires the employee to perform such duties.

3. HIGHER DUTIES ALLOWANCE

- (a) An employee is entitled to a higher duties allowance only when the employee is directed to perform duties that are classified higher than the employee's substantive band for a period of five or more consecutive working days. The employee is to be paid an allowance equal to the difference between the employee's normal salary level and the minimum salary level of the duties being undertaken at the higher classification band. The employee will receive remuneration at that higher level in the same proportion as the Higher Duties bear to the whole of the duties performed by the Appointee/employee during the same period.
- (b) An employee who performs duties at the same higher classification band, as prescribed in sub-clause (a), for a continuous period of 12 months is eligible for salary progression, if provided for and eligible for advancement in accordance with the advancement progression assessment in the higher classification band.
- (c) An employee who performs duties at the same higher classification band, as prescribed in sub-clause (a), for broken periods that aggregate 12 months in a period of three years is eligible for salary progression, if provided for and subject to advancement progression assessment in the higher classification band.
- (d) An employee promoted to a higher classification band is to have a period of continuous higher duties immediately prior to this promotion, for which an allowance is payable, according to sub-clause (a), taken into account in

establishing the applicable salary level and date of eligibility of future salary progression.

- (e) An employee promoted to a higher classification band is to have a period of broken higher duties prior to this promotion, for which an allowance is payable, according to sub-clauses (a) and (c), taken into account in establishing the applicable salary level and date of eligibility of future salary progression.
- (f) An employee in receipt of an allowance according to this clause is to continue to be paid the allowance while on approved paid leave, except long service leave, provided that the duties would have been continuous but for the period of the paid leave, and are resumed immediately on the completion of the period of paid leave.
- (g) Payment for overtime undertaken while in receipt of a higher duties allowance is to include the higher duties allowance prescribed by this clause, subject to the overtime provisions in Clause 3 - Overtime Arrangements - of Part VI – Hours of Work and Overtime Arrangements.

4. SHOE AND STOCKING ALLOWANCE

Shoes

- (a) Employees, other than casual employees, who are required to wear a uniform are entitled to an allowance of \$187 per annum if one shoe colour is required, or an allowance of \$230 per annum if two shoe colours are required. These amounts are to increase annually. Any additional eligible hours worked, including overtime, will attract a pro-rata allowance on an hour for hour basis.
- (b) The allowance is paid fortnightly. Part-time employees are paid pro rata, based on ordinary hours worked a fortnight.

Stockings

- (a) Employees, other than casual employees, who are required to wear a uniform with stockings are entitled to an allowance of \$452 per annum in addition to their normal salary, paid fortnightly. This amount is to increase annually. Part-time employees are paid pro rata, based on ordinary hours worked a fortnight. Any additional eligible hours worked, including overtime, will attract a pro-rata allowance on an hour for hour basis.

5. TRUCK DRIVERS ALLOWANCE

Employees who hold a Truck Driver's Licence and are required to drive a truck in the course of their duties are entitled to an allowance of \$659 per annum in addition to their normal salary, paid fortnightly.

PART V – WORKPLACE FLEXIBILITY

1. WORKLOAD MANAGEMENT

- (a) The employer is to ensure that supervisors and managers are aware that the tasks allocated to employees must not exceed what can reasonably be performed in the hours for which they are employed.
- (b) The employer is to ensure that supervisors and managers implement procedures to monitor the hours worked of the employees they supervise and where employees regularly work hours in excess of the hours for which they are employed to perform their jobs, changes (technology, responsibility, and extra resources) will be implemented.
- (c) An employee who believes they have been allocated duties that exceed those that can be reasonably performed in the time allocated for them to be undertaken should formally advise their manager. Where practicable to do so the employee should suggest how their allocated tasks can be prioritised.
- (d) A manager who has been advised in accordance with sub-clause (c) should respond promptly to the employee's concerns. Where the manager acknowledges the workload is excessive the response should include a plan to reduce the workload to a manageable level. If the manager does not accept that the workload is excessive the response should outline such reasons.
- (e) To minimise workload issues the employer is to make every effort to ensure vacancies are filled in a reasonable timeframe. If it appears a vacancy is unable to be filled in the short term supervisors and/or managers will consult affected employees, giving the reasons for the delay and advising how the workloads will be managed having regard to (a) and (b) above.
- (f) In most circumstances temporary vacancies will be filled as they arise. Where a vacancy is not to be filled supervisors and managers will consult affected employees, giving the reasons why the vacancy will not be filled and advising how the workload will be managed having regard to (a) and (b) above.

2. WORK-LIFE BALANCE

- (a) Flexible working arrangements assist employees to balance work and non-work commitments. The adoption or extension of work-life balance arrangements may require innovation in respect of supervision, scheduling of meetings, training opportunities, hours of work, and how, where and when work is performed.
- (b) Without limiting the kind of arrangements that may be suitable in any individual instance, work-life balance arrangements could include non-standard and variable starting and/or finishing times, part-time work, and job sharing.
- (c) In considering an employee's request for flexible work arrangements, the employer is to take into account the employee's family and other, relevant, commitments.
- (d) Such requests are to be considered in light of the operational needs of the employer but will not be unreasonably refused. Employees are to be given the reasons if requests for flexible working arrangements are not approved

3. WORKPLACE FLEXIBILITY ARRANGEMENTS

(a) Workplace Flexibility Arrangements

- (i) Subject to the requirements of the Office of the Governor, An individual employee, or group of employees, and the employer may agree to vary the application of certain terms of this award to meet the genuine needs of individual employee/s and/or the Office of the Governor's business requirements.
- (ii) An employer and employee, or group of employees, may enter into an arrangement that allows for ordinary hours to be performed at any time without the payment of overtime or penalty allowances that would otherwise apply.
- (iii) In any negotiations concerning an alteration of the hours of work or the spread of hours the employer and the employee are to consider the following matters:
 - (1) the maximum efficiency of the operation of the Office of the Governor;
 - (2) the retention of normal productivity levels within the Office of the Governor;
 - (3) any flexibility in an agreement that enables part or full days to be taken off may include, but are not limited to Monday or Friday and may not be limited to the same recurring day of the week.
- (iv) In utilising these provisions regarding hours of work the parties should consider all relevant issues such as:
 - (1) the span of hours;
 - (2) maximum hours that can be worked in specified periods;
 - (3) the rate and applicability of overtime and penalty rates;
 - (4) the provision of a rostered or accrued day/s off;
 - (5) record keeping.

(b) Entering and Terminating Workplace Flexibility Arrangements

- (i) Each individual employee and the employer must genuinely reach agreement without coercion or duress.
- (ii) The terms the employee/s and the employer may agree to vary are those relating to:
 - (1) hours of work and arrangements for when work is performed;
 - (2) overtime rates;
 - (3) shift and penalty rates;

- (4) allowances;
 - (5) substituting another day for a holiday with pay.
- (iii) The agreement may be terminated:
 - (1) by the employee/s or the employer by giving a minimum of 4 weeks' notice of termination, in writing, to the other party; or
 - (2) at any time, by written agreement between the employer and the employee/s.
- (c) Administration of Workplace Flexibility Arrangements
 - (i) The agreement between the employee/s and the employer is to:
 - (1) be confined to vary one or more of the terms listed in sub-clause (ii) of sub-clause (b) of this clause;
 - (2) be in writing detailing the relevant award clause(s) that are proposed to be excluded or modified by the operation of the agreement and how the relevant award clause(s) are to be applied;
 - (3) record with the name and signature of the employee/s and, if the employee is under 18 years of age, the employee's parent or guardian and employer;
 - (4) detail how the agreement does not disadvantage each individual employee in relation to the individual employee's overall terms and conditions of employment;
 - (5) state the date the agreement commences and the period for which it operates;
 - (6) state the date by which this arrangement is to be reviewed but in any case be no longer than two years from commencement;
 - (7) notwithstanding sub-clause (5), the agreement is to continue in effect after that date of expiry unless withdrawn from by either party in writing.
 - (ii) The employer must provide a copy of the agreement to the following and retain a copy of the agreement in accordance with Section 75 of the *Industrial Relations Act 1984* on the individual's personal file:
 - (1) the employee;
 - (2) a union with relevant industrial coverage, if requested.
- (d) Union Participation in Negotiating a Workplace Flexibility Agreement
 - (i) If an employee is a member of a union which has an interest in the relevant award pursuant to Section 63(10) of the *Industrial Relations Act 1984*, the employee may choose to be represented by that union to meet and confer

with the employer about the implementation of a Workplace Flexibility Agreement.

- (ii) The union must be given a reasonable opportunity to participate in negotiations regarding the proposed implementation of flexibility provisions under this clause.
- (iii) Union involvement does not mean that the consent of the union is required prior to the introduction of agreed flexibility arrangements.

PART VI – HOURS OF WORK AND OVERTIME ARRANGEMENTS

1. ORDINARY HOURS OF WORK

The ordinary hours of work are set out for each employment category below:

(a) Household employees

- (i) The ordinary hours of work are 38 hours per week, worked on the basis of 7.6 hours per day between 7am and 7pm on any 5 days, Monday to Sunday, exclusive of the main meal break but including tea breaks. The duration of shifts and a roster of shifts is determined by the Executive Butler and Executive Chef to satisfy the requirements of the Governor and spouse.
- (ii) The ordinary hours of work for Household employees can be worked as either:
 - (1) a block of 7.6 hours; or
 - (2) in any other pattern that averages out to 38 hours per week (pro rata).

(b) Administrative Employees

- (i) The ordinary hours of work are 38 hours per week (pro rata). Ordinary hours of work are worked between 7am and 7pm, exclusive of a meal break but inclusive of tea breaks, Monday to Friday.

(c) Outdoor Employees

- (i) The ordinary hours of work are 38 hours per week (pro rata), worked on the basis of 8.44 hour days. Ordinary hours of work are worked between 7am and 7pm, exclusive of a meal break but inclusive of tea breaks, Monday to Friday.

(d) Security Employees

- (i) The ordinary hours of work are an average of not more than 38 hours in any one week, worked on the basis of a maximum 8 hour day, across a regular pattern of hours or a regular roster of hours. The ordinary hours of work shall be worked in accordance with a shift roster as determined by the Employer.

(e) Casual Security employees receive their ordinary time hourly rate for all work performed, whether daytime, weekend, public holiday or evening work. This hourly rate includes a loading that is consistent with Part II Clause 1(d) of this Award, which is in substitution for paid recreation leave, personal leave and public holidays.

(f) RDOs for Outdoor Employees

- (i) Notwithstanding sub-clause (c) above, Outdoor Employees are entitled to one Rostered Day Off (RDO) per fortnight, provided that at least 76 hours must be performed each fortnight. Hours may be worked on any mutually agreed basis between the hours of 7 am and 7pm, Monday to Friday.

- (ii) Subject to maintaining efficient gardening operations, changes to agreed working hours will be by mutual agreement between Outdoor employees, the Estate Gardens Manager and the employer.
- (iii) Subject to maintain efficient gardening operations, RDOs will be taken at a time mutually agreed between the Outdoor employee and the Estate Gardens Manager or the employer.

(iv) RDOs may be accrued to a maximum of 2 days.

(g) Availability Requirements

As specified in Instruments of Appointment, the employees specified in this sub-clause are required to be available on an as-required basis, including 24-hour availability, in accordance with the Governor and spouse's requirements. These employees include: Official Secretary; Deputy Official Secretary; Aide-de-Camp; Executive Butler; Executive Chef; Building, Assets and Heritage Manager; Estate Gardens Manager. The salaries of these employees reflect the 24-hour availability.

(h) Additional Ordinary Hours

The ordinary hours for a part-time employee are specified in the Instrument of Appointment. Additional ordinary hours may be worked and paid at ordinary time rates, up to a maximum of 38 hours per week (for which leave accrues) in accordance with the spread of hours specified in this part. Where the number of ordinary hours required to be worked exceeds this maximum, the excess hours are classified as authorised overtime and paid at the applicable rates for overtime as specified in Part VI Clause 3 Overtime Arrangements.

(i) Casual Security Employees

Casual Security Guards work in rostered shifts that may not exceed 8 hours, unless by mutual agreement of the casual employee and employer or the employee managing the shift roster. Rosters are posted monthly; however from time to time operational arrangements may require alteration to rosters at short notice.

2. ROSTERS FOR HOUSEHOLD EMPLOYEES

- (a) The duration of Household employee shifts are determined by the Executive Butler and/or Executive Chef. A shift generally will be a maximum of 8 hours, inclusive of meal break.
- (b) Roster arrangements are to be provided at least 2 weeks in advance. However from time to time working arrangements may be made at short notice to accommodate the Governor and spouse's requirements.
- (c) Every effort will be made to ensure that there is an equitable distribution of Saturday and Sunday work between Household employees.
- (d) All employees are entitled to 2 consecutive days off each week, provided that this requirement may be waived, if mutually agreed.

3. OVERTIME ARRANGEMENTS

- (a) All time worked outside of or in excess of ordinary hours at the employer's direction (with the exception of Open Day), is overtime and is paid as follows:
 - (i) Monday to Saturday at time and one half for the first 3 hours and double time thereafter;
 - (ii) Sundays at double time; and
 - (iii) Holidays with Pay at double time and a half of the employee's normal salary rate, for all time worked.
- (b) When overtime is required the employer will ensure that wherever practicable employees have at least 8 consecutive hours off duty between work on successive days.
- (c) If the amount of overtime worked would prevent an employee from having a break of at least 8 consecutive hours, the employee will be paid their ordinary time earnings for such time as to have a break of at least 8 consecutive hours before commencing duties.
- (d) If circumstances prevent an employee from having a break of at least 8 consecutive hours, they will be paid at the rate of double time until released from duty.
- (e) Employees, other than officers, called back to work overtime or called out to work on a Saturday, Sunday or Paid Holiday are entitled to a minimum payment of 3 hours at the appropriate penalty rate. Any subsequent call-outs outside the initial 3 hours will be paid for actual time worked only. It is the employee's responsibility to complete an 'extra hours' timesheet to ensure payment.

4. TIME OFF IN LIEU (TOIL) OF PAYMENT FOR OVERTIME

- (a) This clause applies to such work as is agreed to be undertaken by the employer and employee(s). An employee may elect, with the consent of the employer, to take time off in lieu (TOIL) payment for overtime at a time or times agreed with the employer.
- (b) TOIL does not apply to part-time employees, who are instead entitled to appropriate payment for overtime worked; nor does it apply to employees whose Instruments of Appointment specifically exclude provision for TOIL.
- (c) In order to maintain an appropriate balance between the right of full-time employees to take TOIL but without this impinging on the workload of other employees, full time employees may accrue a maximum of 2 days of TOIL at any one time (except under exceptional circumstances as agreed with the employer).
- (d) No more than 2 consecutive working days a month are to be taken as TOIL.
- (e) Where an employee accumulates more than 2 days of TOIL, those additional hours will be paid out at the time the additional hours are accrued.

- (f) All employees, excluding casual employees, required to work on Open Days will receive time off in lieu of paid overtime (TOIL) at the rate of double time. Such leave must be taken within 12 months of the date of its accrual. TOIL is to be negotiated to be taken at a mutually convenient time as negotiated between the employee and employer

5. MEAL BREAKS

- (a) Employees, other than security employees are entitled to an unpaid meal break of up to one hour, at a mutually agreed time. Changes to agreed meal times may be made by mutual agreement.
- (b) Employees, other than security employees, working at least 5 consecutive hours are entitled to an unpaid meal break of up to 30 minutes, at a time mutually agreed to with their supervisor. Changes to agreed meal times may be mutually agreed.
- (c) Casual Security employees do not have a structured meal break. A meal, to be eaten while on duty, is provided to all such employees during their shift.
- (d) All employees, other than security staff and chauffeurs are entitled to a paid morning and afternoon tea break of up to 30 minutes each.
- (e) Outdoor employees are entitled to elect to take a 30-minute unpaid meal break instead of the unpaid meal break of one hour as outlined in sub-clause (a) in order to accumulate a RDO.

PART VII – LEAVE AND HOLIDAYS WITH PAY

1. HOLIDAYS WITH PAY

- (a) Employees, other than casual employees, are entitled to be absent from work without loss of pay on:

New Year's Day, Australia Day, Eight Hour Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, Queen's Birthday, Show Day, Cup Day (either half day or full day), Hobart Regatta Day (south of Oatlands), Recreation Day (where Hobart Regatta Day is not observed), Christmas Day, Boxing Day; or any other day, or part thereof, that is proclaimed from time to time according to the *Statutory Holidays Act 2000*.

- (b) In addition all employees are entitled to receive one local show day. It is to be observed on a day other than a Saturday or Sunday, in the city, town, or district in which the employee is engaged, or in the absence of a local show day, any other day that is agreed to between the employer and employee.
- (c) A part-time employee whose regular rostered hours do not fall on a public holiday is not to be paid for that day.
- (d) An employee who is absent from work on a period of leave without pay, or who is absent from work on a period of either paid or unpaid parental leave, is not to be paid for that day.
- (e) An employee who is required to attend for duty on a holiday with pay is to receive remuneration in accordance with Part VI – Hours of Work and Overtime Arrangements, Clause 3(a).

2. RECREATION LEAVE

- (a) Entitlement to Recreation Leave

- (i) A full-time employee is entitled to 152 hours of recreation leave for each twelve month period of continuous service.
- (ii) Recreation leave for full-time employees accrues at the rate of 5.85 hours for each fortnight worked.
- (iii) Part-time employees are entitled to recreation leave prescribed in sub-clause (a)(i), (a)(ii) or (a)(iii) of this sub-clause in proportion to the hours worked compared to full-time employees.
- (iv) Casual employees are not entitled to recreation leave.

- (b) Payment for the Period of Recreation Leave

The rate of salary for an employee during a period of recreation leave is the normal rate of salary the employee would have received for the ordinary hours of work during the relevant period.

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

- (i) Service is to be deemed continuous for absences from work for any paid leave.
 - (ii) Any period of leave of absence without pay of more than twenty working days in aggregate in a personal leave year is not to be deemed continuous service for the purposes of recreation leave accrual.
- (d) Employer is to Enable Recreation Leave to be taken
 - (i) The employer is to make appropriate arrangements for each employee to take recreation leave annually including, where necessary, creating a roster at the beginning of each year to schedule recreation leave to be taken by the employees in respect of that year.
 - (ii) If it is not possible to grant recreation leave to an employee in any one year, due to the requirements of Government House or for any other reasonable cause, the employer is to enable leave to be taken by the employee in the subsequent year in addition to accrued recreation leave.
 - (iii) If an employee has been unable to take recreation leave for two leave years the employer is to make arrangements for the employee to take that leave during the next leave year and the employee is required to take that leave.
- (e) Maximum Accrual of Recreation Leave

An employee is not to accrue more than two years' entitlement to recreation leave. The employer is to make arrangements with the employee to take recreation leave to reduce accrual as soon as possible. The arrangement agreed to between the employee and the employer is binding and enforceable.
- (f) Personal Leave Requirements during Recreation Leave
 - (i) An employee who requires personal leave while absent on recreation leave may be credited with that leave subject to an application, consistent with the usual requirements for personal leave in accordance with Clause 3(j) of this Part.
 - (ii) Where, in accordance with sub-clause (f)(i) above, a deduction of personal leave is made the employer is to re-credit the employee with the same amount of recreation leave.
- (g) Recreation Leave on Cessation of Employment

An employee whose employment ceases is to be paid the balance of their recreation leave.
- (h) Recreation Leave in Advance of Accrual
 - (i) The employer may allow an employee to take recreation leave in advance of it being accrued.
 - (ii) Where recreation leave has been taken in excess of the amount that has been accrued and the employee ceases employment the employer is entitled to deduct the amount of excess from any remuneration payable to the employee.

(i) Time of Taking Recreation Leave

Recreation leave is to be taken at a time or times mutually agreeable to the employer and the employee. Where no agreement can be reached recreation leave is to be taken as specified by the employer within a period of not more than six months from the date on which the right to recreation leave has accrued, and with not less than four weeks' notice to the employee.

(j) Recreation Leave in One or More Periods

Recreation leave may be requested and approved in a number of separate periods, including a single day's leave, or leave for part of a day.

(k) Cashing out of Recreation Leave

An employee and the employer may agree in writing for the employee to cash out a particular amount of their recreation leave subject to:

- (i) The amount of recreation leave to be cashed out cannot result in the employee's remaining accrued entitlement being less than 152 hours (pro rata) for employees who work a 38 hour week.
- (ii) The employee is to be paid the amount of salary that would have been payable had the employee taken the leave.
- (iii) Cashing out of a particular amount of excess recreation leave must be by separate agreement in writing between the employer and the employee.

(l) Cancellation of Approved Recreation Leave by the Employer

- (i) Where the employer cancels a period of approved recreation leave prior to that leave commencing an employee is entitled to be reimbursed for any financial loss incurred, including for fares and accommodation.
- (ii) A claim for reimbursement made by an employee under this sub-clause is to be supported by receipts and other appropriate documentation.
- (iii) Any claim made by an employee is to exclude amounts that are recoverable by way of insurance and any similar reimbursements.

(m) Recall to Work during a Period of Approved Recreation Leave

- (i) Where an employee on approved recreation leave accepts a request from the employer to return to work during a period of recreation leave, the employer is to pay all reasonable costs associated with the return to work, other than normal expenses incurred travelling to and from work.
- (ii) A claim for reimbursement made by an employee under this sub-clause is to be supported by receipts and other appropriate documentation.
- (iii) Where an employee resumes recreation leave after returning to work, consistent with sub-clause (i), the employer is to meet all costs associated with returning the employee to the place they were located while on recreation leave prior to that recall to work.

- (iv) An employee who has returned to work, consistent with sub-clause (i), is to have their recreation leave credited by the hours for which they returned to work.
- (v) An employee may choose to take the re-credited recreation leave as soon as the work for which they were recalled has been completed or alternatively take the leave at another time.

3. PERSONAL LEAVE

The provisions of subclauses (a) to (l) apply to permanent and temporary employees but do not apply to casual employees, unless otherwise specified. The entitlements of casual employees are set out in subclause (m).

(a) Definitions

- (i) **'Health Practitioner'** means a registered health practitioner registered or licensed as a health practitioner under an appropriate law of Australia.
- (ii) **'Household'** in respect of an employee means any person or persons who usually reside with the employee.
- (iii) **'Immediate family'** subject to subclause (d), in respect of an employee includes:

- (1) spouse (including a former spouse) of the employee. Spouse means a person who is married or a person who is in a significant relationship within the meaning of the *Relationships Act 2003*.

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

- (A) have a relationship as a couple; and
- (B) are not married to one another or related by family.

- (2) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent (including foster parent step parent or legal guardian), grandparent, grandchild, sibling or step sibling, brother-in-law, sister-in-law, son-in-law or daughter-in-law of the employee or employee's spouse.
- (iv) **'Medical Certificate'** issued by a registered health practitioner is taken to be a medical certificate for the purpose of this clause if it is issued in respect of the area of practice in which the practitioner is registered or licensed under an appropriate law of Australia that provides for the registration or licensing of health practitioners.
- (v) **'Personal Leave'** means leave provided for:
 - (1) personal illness or injury; or
 - (2) to care for members of their immediate family or household who are sick and require care and support; or

- (3) to care for members of their immediate family or household who require care due to an unexpected emergency
 - (vi) **'Statutory Declaration'** means a declaration made in writing according to the requirements of the *Oaths Act 2001* (Tas). It is an offence under section 113 of the *Criminal Code*, as contained in Schedule 1 of the *Criminal Code Act 1924* (Tas), to make a false statement in a Statutory Declaration.
- (b) Amount of Personal Leave
- (i) Personal leave is available to an employee, when the employee is absent:
 - (1) due to personal illness or injury; or
 - (2) to provide care or support for a member of the employee's immediate family or household who is ill or injured; or
 - (3) to provide care or support to a member of the employee's immediate family or household due to an unexpected emergency;
 - (ii) Personal leave is credited according to length of service. Part-time employees are entitled to personal leave in direct proportion to the number of hours worked compared to full-time employees. Payment for personal leave will only be made for those hours that would normally have been worked had the employee not been on personal leave.
 - (iii) Personal leave for a full-time employee accrues at the rate of 5.85 hours for each completed fortnight for employees who work a 38 hour week to a maximum annual entitlement of 20 days
 - (iv) Any personal leave not used in any personal leave year is added to the following year's accrual to a maximum accrual of 1976 hours for employees working a 38 hour week.
 - (v) If personal leave with full pay is exhausted, personal leave without pay is available provided the absences are supported by evidence consistent with sub-clause (j) of this clause.
 - (vi) A period of personal leave does not extend the period of employment of a temporary employee.
 - (vii) Personal leave may be taken for part of a single day.
- (c) Calculation of Personal Leave Year
- (i) A personal leave year for the purpose of this clause means 12 months of continuous paid employment from the commencement of employment including periods of paid leave.
 - (ii) A period of personal leave without pay does not affect the credit of personal leave.
- (d) Aboriginal Family Relationships
- (i) The employer recognises that an Aboriginal employee may have members of their Aboriginal family who are not specified in the definition of 'immediate family' in subclause (a).

- (ii) For the purpose of accessing the provisions of this clause, an Aboriginal employee may substitute 'Aboriginal family' in the place of 'immediate family'.
- (iii) Without limitation, Aboriginal family relationships may include immediate family, extended family, kinship and cultural community relationships.
- (iv) The employer recognises that the concept of family may mean different things to different people within the Aboriginal community and that the definition of the relationships referenced in subclause (d)(iii) may be different for individual employees.
- (v) The provisions of this subclause also apply to casual employees and the entitlement provided pursuant to subclause (m).

(e) 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.

(f) Personal Leave for Personal Injury or Sickness

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

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

- (i) An employee is entitled to use up to a maximum of 147 hours of personal leave each year to provide care or support for a member of the employee's immediate family or household who is ill or injured or to provide care or support to a member of the employee's immediate family or household due to an unexpected emergency;
- (ii) By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in sub-clause (g)(i), beyond the limit set out in subclause (g)(i). In such circumstances, the employer and the employee are to agree upon the additional amount that may be accessed.

(h) Sole Person Accessing Leave

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

(i) Employee Must Give Notice

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

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

The employee is to state:

- (1) the nature of the injury or illness and;

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

- (v) Other than an application for personal leave under sub-clause (iv), an application for personal leave that is not supported by the evidence required under subclauses (j)(i), (ii) and (iii) will not be accepted.

(k) Verification of Personal Leave

- (i) If the employer is not satisfied that an employee has provided evidence that is acceptable to a reasonable person to support an application for a period of personal leave the employer may request the employee to provide a written explanation to verify the application.
- (ii) A request for an explanation by the employer is to specify the area(s) of concern the employer has in sufficient detail to enable the employee to provide a response. The employee will be provided a reasonable opportunity to respond.
- (iii) After considering the employee's response, the employer may:
 - (a) Accept the employee's response as verifying the application; or
 - (b) counsel the employee regarding future applications; or
 - (c) counsel the employee and notify the employee that all applications for personal leave for a specified period must be supported by the evidence requirements of (j)(ii) (i.e. cannot be replaced by a Statutory Declaration); or
 - (d) Direct an employee to undergo a medical examination by a registered health practitioner selected and paid for by the employer, at any reasonable time and place and with reasonable notice, for an assessment of the basis for the employee's application for leave.
- (iv) If the employee is aggrieved at the decision taken by the employer in sub-clause (iii) they may raise a grievance through the Part XI (3) – Grievance and Dispute Settling Procedures.

(l) Unpaid Personal Leave

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

(m) Casual Employees

- (i) Subject to the evidentiary and notice requirements in subclauses (i) and (j) casual employees are entitled to not be available to attend work, or to leave work to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of a personal illness or injury affecting the member; or an unexpected emergency affecting the member.

- (ii) The employer and the employee are to agree on the period for which the employee is entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to two working days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlement provided for in this sub-clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

4. COMPASSIONATE AND BEREAVEMENT LEAVE

(a) Purpose

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

(b) Definitions

- (i) **'Household'** in respect of an employee means any person or persons who usually reside with the employee.
- (ii) **'Immediate family'** subject to subclause (d), in respect of an employee includes a:
 - (1) spouse (including a former spouse) of the employee. Spouse means a person who is married or a person who is in a significant relationship within the meaning of the *Relationships Act 2003*.
 A significant relationship is a relationship between two adult persons who:
 - (A) have a relationship as a couple; and
 - (B) are not married to one another or related by family.
 - (2) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent (including foster parent, step parent or legal guardian), grandparent, grandchild, sibling or step sibling, of the employee or employee's spouse.
 - (3) The employer acknowledges that employees may have significant relationships outside of those specified in sub-clause (b)(i) and (ii) and therefore would consider an application for bereavement leave in those circumstances. The amount of any bereavement leave would be at the discretion of the employer.
- (iii) **'Personal Leave Year'** is as specified in Part VII Clause 3(c) of this Award.

- (iv) For the purpose of this clause miscarriage means a spontaneous loss of an embryo or fetus before a period of gestation of 20 weeks.
- (v) For the purpose of this clause a stillborn child is a child:
 - (1) who weighs at least 400 grams at delivery or whose period of gestation was at least 20 weeks; and
 - (2) who has not breathed since delivery; and
 - (3) whose heart has not beaten since delivery.
- (c) Entitlement
 - (i) An employee is entitled to compassionate and bereavement leave of up to 10 days paid leave per personal leave year on each occasion as specified in subclause (a)(i) and (ii) of this Part.
 - (ii) Where an employee has had compassionate leave to provide care or support to a particular member of the employee's immediate family or household and that particular member then dies, the amount of bereavement leave that may be approved is the balance after deducting any compassionate leave taken in that personal leave year for that person.
 - (iii) Paid compassionate or bereavement leave in addition to sub-clauses (c)(i) and (ii) is available at the discretion of the employer.
 - (iv) Compassionate and bereavement leave is paid at the normal salary rate, as defined.
 - (v) Compassionate and bereavement leave may be taken in more than one period. Bereavement leave must be taken within three months of the death of the person or pregnancy loss, however compassionate leave is only to be taken at times directly related to providing care or support to the person suffering a life threatening illness or injury.
 - (vi) The entitlement of casual employees is set out in subclause (h).
- (d) Aboriginal Family Relationships
 - (i) The employer recognises that an Aboriginal employee may have members of their Aboriginal family who are not specified in the definition of 'immediate family' in subclauses (b).
 - (ii) For the purpose of accessing the provisions of this clause, an Aboriginal employee may substitute 'Aboriginal family' in the place of 'immediate family'.
 - (iii) Without limitation, 'Aboriginal family' relationships may include immediate family, extended family, kinship and cultural community relationships.
 - (iv) The employer recognises that the concept of family may mean different things to different people within the Aboriginal community and that the definition of the relationships referenced in subclause (d)(iii) may be different for individual employees.
 - (v) The provisions of this subclause also apply to casual employees and the entitlement provided pursuant to subclause (h).

(e) Relationship to Other Paid Leave

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

(f) Evidence Requirements

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

(g) Unpaid Compassionate and Bereavement Leave

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

(h) Casual Employees

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

5. PARENTAL LEAVE

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

(a) Definitions

For the purposes of this clause:

- (i) **'Child'** means in relation to birth-related leave, a child (or children from a multiple birth) of the Employee or the Employee's Spouse or the Employee's legal surrogate; under the age of one year except for:

- (1) Any additional period of paid Secondary Caregiver Leave accessed in accordance with subclause (f), where 'child means up to 78 weeks of age; and
 - (2) The adoption of a child where 'child' is defined as a person under the age of sixteen years who is placed with the employee for the purposes of adoption other than a child or step child of the employee or of their spouse or a child who has previously lived continuously with the employee for a period of six months.
- (ii) **'continuous service'** is work for an employer on a regular and systematic basis including any period of authorised leave or absence.
- (iii) **'Day of Placement'** means in relation to the adoption of a child by an employee the earlier of the following days:
 - (1) The day on which the employee first takes custody of the child for adoption; or
 - (2) The day on which the employee starts any travel that is reasonably necessary to take custody of the child for adoption.
- (iv) **'Eligible casual employee'** means a casual employee employed during a period of at least 12 months, either:
 - (1) on a regular and systematic basis for several periods of employment; or
 - (2) on a regular and systematic basis for an ongoing period of employment, and who has, but for the birth or expected birth or placement or expected placement a reasonable expectation of ongoing employment on a regular and systematic basis.
- (v) **'Employee'** includes full-time, part-time, permanent, temporary and eligible casual employees.
- (vi) **'Expected date of birth'** means the day certified by a medical practitioner to be the day on which the medical practitioner expects the employee or the employee's spouse, as the case may be, to give birth to a child.
- (vii) **'Grandchild'** means a grandchild of the employee (including step-grandchild or adopted grandchild) under the age of one year except for:
 - (1) The adoption of a grandchild where 'grandchild' is defined as a grandchild of the employee under the age of sixteen years at the day of placement.
- (viii) **'Grandparent Leave'** means parental leave for grandparents who assume the Primary Caregiver role for a grandchild.
- (ix) **'Keeping in touch day'** means a day on which an employee performs work for the employer during the period of approved parental leave if:
 - (1) the purpose of performing the work is to enable the employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and

- (2) both the employee and the employer consent to the employee performing work for the employer on that day(s) or time(s); and
 - (3) the day is not within 14 days after the date of birth, or day of placement, of the child to which the period of leave relates; and
 - (4) the employee has not already performed 10 days of paid work that were keeping in touch days for the employer or another entity during the period of leave.
- (x) **'Normal rate of pay'** means an employee's rate of salary and includes allowances which would have continued to be paid but for taking parental leave.

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

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

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

- (1) have a relationship as a couple; and
- (2) are not married to one another or related by family.

(b) Entitlement to Unpaid Parental Leave

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

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

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

- (ii) Parental Leave is only available to one employee at a time in a single unbroken period, except both the primary care giver and secondary care giver are entitled to access simultaneous parental leave in the following circumstances:
 - (1) for leave in relation to the birth of the employees' child, an unbroken period of eight weeks simultaneous leave.
 - (2) for Adoption Leave, an unbroken period of up to eight weeks at the time of placement of the child.
- (iii) Except where provided for otherwise in Clause 5 of this Part, and except for an additional period of paid Secondary Caregiver parental leave accessed in accordance with subclauses (e)(i) and (h)(iii), paid parental leave commences from the date of birth or adoption of the child.
- (iv) Parental leave may only be taken by an employee in a single unbroken period.

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

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

(c) Paid Primary Caregiver Leave

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

- over 36 consecutive weeks at half rate of pay
- (viii) Where an employee elects to take half pay over 36 weeks, the payment beyond the 18 weeks does not increase the accrual of paid leave entitlements prescribed by this award.
- (d) Special Parental Leave
- (i) An employee who is pregnant and who has not yet commenced parental leave and who suffers an illness related to their pregnancy or is required to undergo a pregnancy related medical procedure is to be granted any paid personal leave to which the employee is entitled and such further unpaid special parental leave as a registered medical practitioner certifies as necessary before their return to work.
 - (ii) Where a pregnancy related illness or medical procedure is continuous with the commencement of paid parental leave the aggregate of paid personal leave, special parental leave and parental leave taken by an employee is not to exceed 52 weeks.
 - (iii) Where the pregnancy of an employee terminates other than by the birth of a living child, not earlier than 28 weeks before the expected date of birth the employee is entitled to up to 52 weeks parental leave, including 18 weeks paid special parental leave, certified as necessary by a registered medical practitioner.
 - (iv) Special parental leave is in addition to compassionate and bereavement leave.
- (e) Paid Secondary Caregiver Leave
- (i) After 12 months continuous service an eligible employee who will be the Secondary Caregiver at the time of birth of their child, is entitled to 4 weeks paid Secondary Caregiver Leave. An employee's entitlement to unpaid parental leave pursuant to subclause (b)(i) will be reduced by any amount of paid Secondary Caregiver Leave accessed by that employee in accordance with this subclause. The 4 weeks paid Secondary Caregiver Leave is to be taken at the time of the birth, except in circumstances provided for in Part VII, Clause 4(e)(ii).
 - (ii) An employee will also be entitled to access a further 2 weeks of accrued leave entitlements (Recreation or Long Service Leave) or as Leave Without Pay.
 - (iii) Only one parent can receive Secondary Caregiver Leave entitlements in respect to the birth of their child.
 - (iv) An employee cannot receive Secondary Caregiver Leave entitlements where the employee has received Primary Caregiver Leave entitlements in relation to their child.
 - (v) The rate of pay for an employee during the period of the paid Secondary Caregiver Leave is the normal rate of pay, as defined in subclause (a)(x).
- (f) Accessing Additional Paid Parental Leave for Secondary Caregivers who assume Primary Caregiving Responsibility

- (i) A Secondary Caregiver will be entitled to access up to an additional 12 weeks paid Secondary Caregiver Leave within the first 78 weeks of the date of birth of the child, provided that:
 - (1) The employee assumes primary caregiving responsibility for their child for the duration of the additional period of paid Secondary Caregiver Leave, by meeting their child's physical needs more than anyone else; and
 - (2) The employee's spouse is not concurrently receiving paid parental leave (in connection with a requirement to act as a Primary Caregiver), Primary Caregiver entitlements, or a similar entitlement, from their employer.
 - (3) Where an employee who has commenced additional paid Secondary Caregiver Leave under this subclause ceases to act as the Primary Caregiver for their child, the entitlement to additional paid leave under this clause will end.
 - (4) An Employee cannot receive Secondary Caregiver Leave entitlements where the Employee has received Primary Caregiver parental leave entitlements in relation to their child.
 - (ii) An employee's entitlement to unpaid parental leave pursuant to subclause (b)(i) will be reduced by any amount of additional paid Secondary Caregiver Leave accessed by that employee in accordance with this subclause.
 - (iii) The rate of pay for an employee during the additional period of paid Secondary Caregiver Leave is the normal rate of pay, as defined in subclause (a)(x).
- (g) Notice and Evidence Requirements
- (i) The following notice and evidence requirements apply to periods of parental leave taken in relation to the birth of an employee's child, but do not apply to parental leave taken in relation to the adoption of a child or to grandparent leave. The notice and evidence requirements for parental leave in relation to the adoption of a child are provided in subclause (h), The notice and evidence requirements for grandparent leave are provided in subclause (i).
 - (ii) An employee is to provide written notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
 - (1) at least ten weeks' notice of the expected date of birth in a certificate from a registered medical practitioner stating that the employee or their spouse is pregnant;
 - (2) at least four weeks' notice of the date on which the employee proposes to commence parental leave and the period of leave to be taken and the nature of caregiving responsibilities which the employee will assume for the period of leave sought (i.e. Primary or Secondary Caregiver);
 - (3) particulars of any period of parental leave sought or taken by the employee's spouse;
 - (4) where the employee is proposing to access the additional 12 weeks paid Secondary Caregiver Leave in accordance with subclause (f), written notice at least ten weeks in advance of the commencement of the

additional period of leave confirming that the employee will assume primary caregiving responsibility for their child for the duration of the period of leave proposed;

- (iii) An employee is not in breach of this clause if failure to give the required notice is due to the birth occurring earlier than expected date of birth or other compelling circumstances.
- (h) Paid Adoption Leave for the Adoption of a Child
 - (i) Paid Adoption Leave for Primary Caregivers
 - (1) After 12 months continuous service an employee identified as the Primary Caregiver at the time of adoption of their child is entitled to 18 weeks Paid Adoption Leave continuous from the day of placement
 - (2) An employee's entitlement to 52 weeks unpaid parental leave pursuant to subclause (b)(i) will be reduced by any amount of Paid Adoption Leave accessed by that employee in accordance with this subclause, except in circumstances provided for in Part VII, Clause 4(e)(ii).
 - (ii) Paid Adoption Leave for Secondary Caregivers
 - (1) After 12 months continuous service, an employee who will be the Secondary Caregiver at the time of adoption of their child is entitled to 4 weeks Paid Adoption Leave continuous from the day of placement.
 - (2) The period of Paid Adoption Leave forms part of the 52-week unpaid parental leave entitlement provided in subclause (b)(i), except in circumstances provided for in Part VII, Clause 4(e)(ii).
 - (iii) Additional Paid Adoption Leave for Secondary Caregivers
 - (1) A Secondary Caregiver will be entitled to access an additional 12 weeks Paid Adoption Leave within the first 78 weeks of the date of placement of their child, provided that:
 - (A) The employee assumes primary responsibility for the care of their child for the duration of the additional period of Paid Adoption Leave, by meeting their child's physical needs more than anyone else; and
 - (B) The employee's spouse is not concurrently receiving Paid Adoption Leave (in connection with a requirement to act as a Primary Caregiver), Primary Caregiver entitlements, or a similar entitlement, from their employer.
 - (C) Where an employee who has commenced additional Paid Adoption Leave under this subclause ceases to act as the Primary Caregiver for their child, the entitlement to additional paid leave under this clause will end.
 - (2) Leave accessed in accordance with this subclause forms part of the employee's 52 week unpaid parental leave entitled provided in subclause (b)(i).

- (iv) The rate of pay for an employee during the period of the Paid Adoption Leave is the normal rate of pay, as defined in subclause (a)(x).
- (v) Notice and Evidence Requirements
 - (1) The notice and evidence requirements of this subclause apply in respect of all Paid Adoption Leave and unpaid parental leave sought in connection with an employee's adoption of a child.
 - (2) An employee is to notify the employer at least 10 weeks in advance of the date of commencement of parental leave for the adoption of a child and the period of leave to be taken. An employee may commence parental leave prior to providing such notice where, through circumstances beyond the control of the employee, the adoption of a child takes place earlier than expected.
 - (3) Before commencing parental leave for the adoption of a child, an employee is to provide the employer with a statutory declaration stating:
 - (A) the employee is seeking parental leave in connection with the adoption of a child; and
 - (B) whether the employee will act as the Primary or Secondary Caregiver for the period of Adoption Leave sought; and
 - (4) particulars of any period of Primary or Secondary Caregiver Adoption Leave sought or taken by the employee's partner.
 - (5) An employer may require an employee to provide confirmation of the placement from the appropriate government authority.
 - (6) Where the placement of a child for adoption with an employee does not proceed or continue, the employee is to notify the employer immediately and the employer is to nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
 - (7) An employee is not in breach of this clause as a consequence of failure to give the required periods of notice if the failure is due to a requirement of an adoption agency to accept earlier or later placement of a child, or due to the death of a spouse, or other compelling circumstances.
- (vi) An employee seeking to adopt a child is entitled to unpaid leave to attend any compulsory interviews or examinations that are necessarily part of the adoption procedure. The employee and the employer are to agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. If available, paid leave, other than personal leave, may be taken instead.
- (vii) An employee is not entitled to parental leave for the adoption of a child unless the child that is, or is to be, placed with the employee for adoption:
 - (1) is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child; and

- (2) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement of the child; and
- (3) is not (otherwise than because of adoption) the child of the employee or the employee's spouse.

(i) Grandparent Leave

- (i) After 12 months continuous service, an employee who is or will be the Primary Caregiver at the time of the birth or adoption of their grandchild is entitled to 18 weeks paid grandparent leave which forms part of an entitlement to 52 weeks unpaid grandparent leave.
- (ii) To be eligible for paid and unpaid grandparent leave under this clause, the grandparent must be the person who meets the child's physical needs more than anyone else from the time of birth or adoption.
- (iii) The period of leave commences at the time of birth or placement of the child and is to be taken in a continuous period.
- (iv) The rate of pay for an employee during the period of paid grandparent leave is the normal rate of pay, as defined in subclause (a)(x).
- (v) An employee is to provide at least 10 weeks written notice to the employer in advance of the expected date of commencement of grandparent leave.
- (vi) An application for grandparent leave must include:
 - (1) a statutory declaration from the employee confirming that they will assume primary caregiving responsibility for the child for the duration of the leave sought; and
 - (2) either:
 - (A) Where the leave is sought in relation to the birth of their grandchild, a certificate from a registered medical practitioner confirming the birth or the estimated date of delivery; or
 - (B) Where the leave is sought in relation their grandchild's adoption, confirmation of the placement from the appropriate government authority;
- (vii) An employee may commence grandparent leave prior to providing such notice where, through circumstances beyond the control of the employee, the birth or placement of their grandchild takes place earlier than expected.
- (viii) Only one employee in respect of each newborn grandchild or newly adopted grandchild is entitled to access grandparent leave as the Primary Caregiver under this subclause.
- (ix) An employee may only access grandparent leave under this clause for such time as they remain the Primary Caregiver for their grandchild.
- (x) An employee's entitlement to access grandparent leave under this clause ceases where another person assumes primary care responsibilities for that employee's grandchild.

(j) Variation of Period of Parental Leave

With the agreement of the employer an employee may shorten or extend the period of parental leave, provided the maximum of 52 weeks is not exceeded. Any such change is to be notified at least four weeks prior to the commencement of the requested changed arrangements.

(k) Parental Leave and Other Entitlements

(i) An employee may, in lieu of or in conjunction with parental leave, access any accrued recreation leave or long service leave entitlements subject to the total amount of leave not exceeding 52 weeks.

(1) An employee may, subject to written application and approval, access any compassionate or bereavement leave they become entitled to during the period of parental leave subject to the total amount of leave not exceeding 52 weeks.

(ii) Unpaid leave

(1) A period of unpaid leave is available according to this clause and may form part of an employee's parental leave entitlement.

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

(iii) Keeping in Touch Days

(1) This provision enables an employee to perform work for the employer on a keeping in touch day while they are on approved parental leave. If the employee does so, the performance of that work does not break the continuity of the period of paid or unpaid parental leave.

(2) The employer cannot request an employee attend on a keeping in touch day until a minimum of 6 weeks (42 days) after the birth, or day of placement, of the child. However, the employee may request to the employer that they attend a keeping in touch day 14 days after the date of birth, or day of placement, of the child.

(3) An employee is eligible to perform paid work for the employer up to 10 working days as keeping in touch days for each of the periods prescribed below:

(A) a period of paid or unpaid parental leave taken during the employee's available parental leave period; and

(B) a period of unpaid parental leave taken as an extension of the leave referred to in paragraph (A) for a further period immediately following the end of the available parental leave period.

(4) The period worked by the employee as a keeping in touch day may be for part of a single day.

(5) If, during a period of unpaid parental leave, an employee performs work for the employer on a keeping in touch day taking that leave or

performing that work does not have the effect of extending the period of unpaid parental leave.

- (6) If, during a period of paid parental leave, an employee performs work for the employer on a keeping in touch day performing that work will extend the period of that paid leave but will not extend the period of unpaid parental leave.

(l) Transfer to a Safe Job

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

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

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

(n) Right to Request

- (i) An employee entitled to parental leave pursuant to the provisions of subclause (b)(i) may request the employer to allow the employee to return from a period

of parental leave on a part-time basis until the child reaches school age to assist the employee in reconciling work and parental responsibilities.

- (ii) The employer is to consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of suitable replacement staff, loss of efficiency and effectiveness, the specialised nature of the work and the impact on customer service.

- (iii) An employee may return to work on a modified basis that may involve the employee:

- (1) working on different days or at different times, or both; and/or
- (2) working on fewer days or for fewer hours or both, and/or
- (3) undertaking different duties at the same classification;

than the employee worked immediately before commencing parental leave, other than for an employee to whom subclause (l) of this parental leave clause applied.

(o) Replacement Employees

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

(p) Communication During Parental Leave

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

- (iii) The employee is to also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (p)(i) above.

(q) Lactation Breaks/Facilities

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

(r) Surrogacy Arrangements

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

(s) Permanent Care Leave

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

6. FAMILY VIOLENCE LEAVE

(a) Purpose of Family Violence Leave

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

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

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

(b) Definitions

- (i) **'An employee experiencing family violence'** means a person against whom family violence is directed.
- (ii) **'Family Violence'** is conduct as defined by s 7 of the *Family Violence Act 2004* against a member of an employee's immediate family or household.
- (iii) **'Household'** means any person or persons who usually reside with the employee.
- (iv) **'Immediate family'** subject to subclause (c) in respect of an employee includes:
- (1) spouse (including a former spouse) of the employee. Spouse means a person who is married or a person who is in a significant relationship within the meaning of the *Relationships Act 2003*.

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

- (A) have a relationship as a couple; and
 - (B) are not married to one another or related by family.
- (2) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent (including foster parent step parent or legal guardian), grandparent, grandchild, sibling or step sibling, brother-in-law, sister-in-law, son-in-law or daughter-in-law of the employee or employee's spouse.
- (3) The employer acknowledges that employees may have relationships outside of those specified in sub-clause (b)(iii) and (b)(iv) and therefore would consider an application for family violence leave in those circumstances. The amount of any family violence leave would be at the discretion of the employer.

(c) Aboriginal Family Relationships

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

(d) Amount of Family Violence Leave

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

(e) Payment of Family Violence Leave

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

(f) Evidence for Family Violence Leave

- (i) Where practicable, an employee who requests family violence leave is required to satisfy the employer of this request with no reasonable request to be denied for immediate and short-term absences.
- (ii) All reasonable action is to be taken by the employer to protect an employee's identity and maintain their confidentiality and privacy in approving, managing and recording leave under this clause.
- (iii) Any documentation provided by an employee as evidence to support an application for family violence leave is to be returned to the employee without

being copied or recorded in any way and no information regarding family violence leave is to be kept on an employee's personnel file without the employee's express written permission.

- (iv) Evidence that may be provided to support an application for leave under this clause includes, but is not limited to, documentation or contact information (with appropriate authority from the employee) from professional support services such as:

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

(g) Access to Personal Leave

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

(h) Other Support Options

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

(i) Employee to Give Notice

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

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

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

(j) Contact Officer for Family Violence

- (i) Government House is to provide support for employees who are experiencing family violence and to notify employees of the name of the nominated Contact Officer(s).
- (ii) A nominated Contact Officer(s) is to be trained in family violence and related issues such as sensitivity, privacy, raising awareness, providing access to support and referral services, proposing reasonable adjustments to work arrangements, family violence risk assessment and risk management.
- (iii) An employee who is experiencing family violence may seek the support of a nominated Contact Officer, their immediate supervisor, their union delegate or an employee who the employee nominates as their contact person.

- (iv) Where requested by an employee, the Contact Officer or employee nominated contact person is to liaise with the employee's supervisor/ manager on the employee's behalf and recommend the most appropriate form of support and management.
- (k) Casual Employees
 - (i) Subject to the provisions of this clause, casual employees who are experiencing family violence are entitled to leave work or to not be available to attend work.
 - (ii) The employer and an employee are to agree on the period the employee is entitled to not be available to attend work. In the absence of agreement, an employee is entitled to not be available to attend work for up to 20 days per occasion.
 - (iii) The employer must not fail to re-engage a casual employee because the employee has accessed the entitlement provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

7. DEFENCE FORCE LEAVE

- (a) Entitlement
 - (i) Employees who are part-time members of any of Australia's Defence Forces shall be granted defence force leave, without loss of ordinary time earnings, to a maximum of 20 working days during each 12 months of continuous service.
 - (ii) Employees may be granted additional leave of not more than 10 working days in any one year to undertake any initial training upon becoming a member of the Defence Force. This paid entitlement is in addition to any payment made by the Defence Force.
 - (iii) An additional 10 working days in one year may be granted, subject to the programme of the Governor and spouse, where employees are required to undertake additional Defence Force Service. This paid entitlement for an amount equal to the employee's normal salary for the period of leave, less any Defence Force pay or allowance received in respect of that period.
 - (iv) Once specific dates for Defence Force Service commitments are known, the employee must advise the employer at the earliest practicable opportunity of those dates.
 - (v) Where alternate dates are available, the employer shall decide on which of those dates to grant Defence Force leave. That decision will be based on the requirements of the program of the Governor and spouse.
- (b) Proof that Leave is Required
 - (i) Unless the employer specifically waives the requirement of this sub-clause, an employee claiming leave must provide:
 - (ii) proof that they are required to, or are eligible to, attend any recognised training; and
 - (iii) evidence considered satisfactory by the employer of their attendance.

- (iv) Unless the employer has specifically waived the requirement for proof, as required by sub-clause (i) of this sub-clause, payment will not be made without the required proof being provided.
- (c) Illness or Injury during a Period of Defence Force Leave
- (i) Employees who fall ill or are injured during a period of defence force leave and would, if it were not for the period of leave, be entitled to paid sick leave, are entitled to have such leave of absence debited against their sick leave entitlement; provided that the illness or injury is not compensable by the relevant Defence Force.
 - (ii) A medical certificate must be provided unless the employer specifically waives the requirement.
 - (iii) If the illness or injury is compensable by the relevant Defence Force and the compensation payable is equal to or higher than the employee member's normal ordinary time earnings, the period of absence will be regarded as leave without pay. If the compensation is less than the employee member's normal ordinary time earnings, the employer will make up the difference and the absence will be debited against the employee member's sick leave entitlement.
 - (iv) Leave granted pursuant to this clause is regarded as service for the purposes of calculating other leave entitlements.

8. EMERGENCY SERVICE LEAVE

Employees who are registered volunteers with the Tasmanian Fire Service, Ambulance Tasmania or the State Emergency Service may be granted leave with pay if required to attend an emergency situation.

9. JURY SERVICE

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

10. SPECIAL LEAVE

- (a) The employer may grant up to five days' special leave per year for the purposes of study, participation in a sport, cultural or community service or any other approved purpose. The employer may approve additional leave if the application is considered reasonable.

- (b) Special leave is not cumulative. Leave granted pursuant to this clause is regarded as service for the purposes of calculating other leave entitlements.

11. OTHER LEAVE OF ABSENCE

The employer may grant leave of absence, being leave not elsewhere provided by this award, as leave without pay or as leave on a reduced pay basis. The granting of such leave and any terms and conditions of such leave are at the discretion of the employer.

Leave taken without an appropriate application or notice is deemed as leave without pay, unless the employer subsequently determines otherwise.

If paid leave of absence is granted and the employee's employment is terminated, the employer may deduct, from any annual leave owing pursuant to Part VII Clause 2 of this Award, the amount paid for the absence granted under this clause.

Unpaid leave in excess of 20 days granted pursuant to this clause is not regarded as service for the purposes of calculating other leave entitlements.

12. ABORIGINAL CULTURAL LEAVE

- (a) Purpose of Aboriginal Cultural Leave

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

- (b) Definitions

- (i) **Aboriginal employee** for the purpose of this clause means an employee who is an Aboriginal and/or Torres Strait Islander person and who:

- (1) meets the Tasmanian Government's eligibility requirements for Aboriginal and Torres Strait Islander programs and services; and
 - (2) has identified as Aboriginal and/or Torres Strait Islander in Employee Self Service or the relevant employment management system.

- (ii) **'Aboriginal Cultural events and activities'** refers only to Aboriginal community business and for the purpose of this clause does not include:

- (1) NAIDOC Week activities. The employer supports the attendance of Aboriginal employees attending NAIDOC week activities (where occurring in paid time) and recognises that their attendance is legitimate business and forms part of their ordinary duties. In these circumstances, attendance at these events will be counted as time worked and therefore the employee is not required to access Aboriginal Cultural Leave to attend.
 - (2) Any activities where the employee receives payment (for example, payment to work a mutton bird season; payment to deliver a Welcome to Country, or a similar event, ceremony and/or activity; payment to sit on a board or committee).

- (iii) Government events, meetings and/or activities (e.g. sitting on a government Aboriginal advisory or reference groups), except for government events

and/or activities which are Aboriginal-led and exclusively for Aboriginal participants. **'Cultural obligations'** for the purpose of this clause may include, without limitation: cultural and ceremonial obligations under Aboriginal lore, customary or traditional law; or family, customary or community obligations.

(c) Amount of Aboriginal Cultural Leave

- (i) An Aboriginal employee, other than a casual employee, is entitled to leave of up to five days paid leave per personal leave year as specified in Part VII, Clause 3(c)(non-cumulative). This leave may be taken in hours.
- (ii) Aboriginal Cultural Leave may be taken for part of a single day.
- (iii) Aboriginal Cultural Leave is credited to an employee on the first day of appointment and will be replaced with a new credit on the date each subsequent personal leave year commences.
- (iv) Aboriginal Cultural Leave does not accumulate and is not paid out on cessation of employment.

(d) Payment of Aboriginal Cultural Leave

- (i) Aboriginal Cultural Leave is paid at the normal salary rate which the employee would have received for the ordinary hours of work during the relevant period.

(e) Notice and Application

- (i) An Aboriginal employee should provide notice to the employer at the earliest reasonable opportunity of their intention to access leave under this clause.
- (ii) An employee is to make an application to the employer to access Aboriginal Cultural Leave. The application is to include supporting information which relates to the connection between the application and the purpose of this clause.
- (iii) Where the employer does not approve an application for Aboriginal Cultural Leave, the employer is to provide supporting reasons for the decision in writing to the employee, and if appropriate the employee and employer may discuss alternative arrangements.

(f) Casual employees

- (i) Casual employees are entitled to leave work or not be available to attend work, for the purposes of this clause.
- (ii) The employer and an employee are to agree on the period the employee is entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to five days per annum in the circumstances described in sub-clauses (a) and (b).
- (iii) A casual employee is not entitled to any payment for the period of non-attendance.
- (iv) The employer must not fail to re-engage a casual employee because that employee has accessed the entitlement provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

13. DISABILITY LEAVE

(a) Purpose

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

(b) Eligibility

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

(c) Entitlement

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

(d) Notice and Evidence Requirements

- (i) An employee is to provide notice to the employer at the earliest reasonable opportunity of the request for leave and the length of leave required.

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

14. FOSTER AND KINSHIP CARE LEAVE

- (a) Purpose
 - (i) Foster and kinship care leave enables an employee to provide care to a child or young person, through a foster care or kinship care arrangement.
- (b) Eligibility
 - (i) Foster and kinship care leave is available to an employee, other than a casual employee, who is providing care for a child or young person through a foster care arrangement or kinship care arrangement, that has not been determined to be permanent.

- (ii) For the purpose of this clause, foster care and kinship care arrangements are defined as the provision of short-term, long-term, emergency or respite care for a child or young person through a formal arrangement facilitated by a government or non-government service provider.
 - (iii) For the purpose of this clause, 'child' and 'young person' have the meanings as defined by the *Children, Young Persons and Their Families Act 1997* (Tas) (or any successor to the legislation).
- (c) Entitlement
- (i) An eligible employee is entitled to paid foster and kinship care leave proportionate to the duration of the care arrangement for each application, up to a maximum of 10 days paid leave per personal leave year as specified in Part VII, Clause 3(c).
 - (ii) Foster and kinship care leave is non-cumulative and will not be paid out on cessation of employment.
 - (iii) Foster and kinship care leave is credited to an employee on the first day of service and will be replaced with a new credit upon the commencement of each subsequent personal leave year.
 - (iv) Foster and kinship care leave may be taken as a single day or as a block of days, commensurate with the duration of the caring arrangement.
- (d) Notice and Evidence Requirements
- (i) An employee is to make an application to the employer for foster and kinship care leave, accompanied by supporting documentary evidence.
 - (ii) Documentary evidence may include:
 - (1) Documents from a recognised government or non-government provider through which the care arrangement is facilitated;
 - (2) Documents from a registered health practitioner;
 - (3) Documents relating to current and previous court orders granting responsibility for a foster child.
- (e) Rate of payment
- (i) Foster and kinship care leave is paid at the employee's normal salary rate.

15. GENDER AFFIRMATION LEAVE

- (a) Purpose
 - (i) Gender affirmation leave is available to employees to enable them to be absent from duty for the purpose of undertaking activities associated with that employee's process of affirming their gender.
- (b) Eligibility
 - (i) Gender affirmation leave is available to an employee (other than a temporary or casual employee) who is undergoing a process of affirming their gender.
 - (ii) Employees may affirm their gender in a number of ways, including through medical, social, and legal changes. An employee is not required to be

undergoing specific types of changes, including surgery, to access leave under this clause.

(c) Entitlement

- (i) An eligible employee undergoing a process of gender affirmation is entitled to the following, subject to the notice and evidence requirements of this clause:
 - (1) up to 4 weeks paid leave; and
 - (2) up to 48 weeks unpaid leave.
- (ii) Gender affirmation leave is available for the purpose of activities associated with an employee's gender affirmation including, but not limited to, any of the following:
 - (1) Medical or psychological appointments; or
 - (2) Hormonal appointments; or
 - (3) Surgery and associated appointments; or
 - (4) Appointments to alter the Employee's legal status or amend the Employee's gender on legal documentation; or
 - (5) Any other similar necessary appointment, procedure or event to give effect to the employee's transition as agreed with the employer.
- (iii) The period of leave accessed by the employee may be greater than the duration of their appointment or procedure, to facilitate travel and recovery.
- (iv) Gender affirmation leave may be taken as consecutive, single or part days as agreed with the employer.
- (v) An employee may be granted gender affirmation leave from the first day of appointment.
- (vi) An employee may access an entitlement to gender affirmation leave provided by sub-clause (c)(i) up until 52 weeks after they commence the process of affirming their gender. For clarity, nothing in this subclause prevents an employee from accessing gender affirmation leave at a point in time before they commence the process of affirming their gender or living as a member of that gender provided that the leave is accessed for the purpose outlined at subclauses (c)(ii) and (iii).
- (vii) Gender affirmation leave is non-cumulative and will not be paid out on cessation of employment

(d) Notice and Evidence Requirements

- (i) An employee wishing to access gender affirmation leave should discuss their intention to take leave with the employer as soon as reasonably practicable.
- (ii) An employee is to make an application to the employer for gender affirmation leave accompanied by supporting documentary evidence where appropriate.
- (iii) Documentary evidence may include any of the following:
 - (1) A medical certificate from a registered health practitioner or registered professional operating within their scope of practice; and/or

- (2) A written referral, issued by a registered health practitioner, to a counsellor; and/or
 - (3) A document issued by a counsellor; and/or
 - (4) A legal or other document issued by a state, territory or federal government organisation; and/or
 - (5) A statutory declaration.
- (e) Rate of payment
 - (i) Gender affirmation leave is paid at the employee's normal salary rate, as defined.
- (f) Effect on other entitlements
 - (i) Paid gender affirmation leave will count as service for all purposes.
 - (ii) The total period of gender affirmation leave without pay in excess of 20 working days within a personal leave year is regarded as leave without pay for accrual purposes, including for recreation leave and personal leave but does not break an employee's continuity of service.
- (g) Casual Employees
 - (i) Subject to the notice and evidence requirements in subclause (d), casual employees are entitled to not be available to attend work for the purpose of this clause.
 - (ii) The employer and an employee are to agree on the period the employee is entitled to not be available to attend work.
 - (iii) The employer must not fail to re-engage a casual employee because the employee has accessed the entitlement provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

16. SURROGACY LEAVE

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

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

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

- (1) the average of the hours worked by the employee over the preceding 12 months or;
- (2) the actual hours of work at the time of commencement of leave.

(c) Eligibility

- (i) Surrogacy leave is available to an employee who has entered into a formal non-commercial surrogacy arrangement to give birth to a child. A formal surrogacy arrangement is one which is entered into in accordance with the *Surrogacy Act 2012* (Tas) (or any successor legislation).
- (ii) An employee must have completed a period of 12 months continuous service to be eligible for surrogacy leave.
- (iii) An employee eligible for surrogacy leave is not entitled to parental leave in accordance with Clause 5 of this Part.

(d) Entitlement

- (i) An eligible employee who has entered into a formal surrogacy arrangement is entitled to up to six weeks paid leave in relation to the birth of a child.
- (ii) The six weeks paid leave is to be taken in a consecutive period.

(e) Commencement and Period of Surrogacy Leave

- (i) Unless otherwise agreed with the employer, an employee is to commence surrogacy leave within six weeks immediately prior to the expected date of birth.
- (ii) An employee who returns to work within six weeks after the birth of the child is required to provide a medical certificate to the employer stating that the employee is fit to work on their normal duties.
- (iii) Where an employee has exhausted their paid surrogacy leave entitlement, before six weeks following the birth of the child, the employee may access any accrued recreation leave or long service leave entitlement in accordance with Clause 16(i) of this Part.
- (iv) Nothing in subclause (e)(iii) will prohibit an employee from accessing personal leave or any other leave entitlement they become eligible for during this period.

(f) Continuing to work while pregnant

- (i) An employee who continues to work within the six week period immediately prior to the expected date of birth is required to provide a medical certificate to the employer stating that the employee is fit to work on their normal duties.

(g) Transfer to a safe job

- (i) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for

the employee to continue at their present work, the employee is to be transferred to a safe job, if the employer deems it practicable, until surrogacy leave commences.

- (ii) In circumstances where the employer is unable to provide a safe job for the employee the employee will continue to be paid at the normal rate of pay for the employee's ordinary hours of work for the period of the risk. The period of risk ends with the commencement of surrogacy leave or six weeks before the expected date of birth, whichever is earlier.
- (h) Rate of Payment
 - (i) The rate of pay for an employee during the period of the paid surrogacy leave is the normal rate of pay, as defined at subclause (b)(iii).
- (i) Surrogacy Leave and Other Entitlements
 - (i) Paid surrogacy leave and unpaid special surrogacy leave will count as continuous service for all purposes.
 - (ii) An employee may access any accrued recreation leave or long service leave entitlements, as well as any other form of leave they become eligible for, in conjunction with surrogacy leave.
- (j) Special Surrogacy Leave
 - (i) An employee who has not yet commenced surrogacy leave and who suffers an illness related to their pregnancy or is required to undergo a pregnancy related medical procedure is to be granted any paid personal leave to which the employee is entitled and such further unpaid special surrogacy leave as a registered medical practitioner certifies as necessary before their return to work.
 - (ii) Where the pregnancy of an employee terminates other than by the birth of a living child, not earlier than 28 weeks before the expected date of birth, the employee is entitled to access six weeks paid surrogacy leave.
- (k) Notice and Evidence Requirements
 - (i) An employee is to provide written notice to the employer in advance of the expected date of commencement of surrogacy leave. The notice requirements are:
 - (1) At least ten weeks' notice of the expected date of birth in a certificate from a registered medical practitioner stating that the employee is pregnant;
 - (2) At least four weeks' notice of the date on which the employee proposes to commence surrogacy leave and the period of leave to be taken.
 - (ii) An employee is not in breach of this clause for if failure to give the required notice is due to the date of birth occurring earlier than the expected date.
 - (iii) Prior to the commencement of surrogacy leave, the employee is to provide evidence of the formal surrogacy arrangement to which the employee has entered into.

PART VIII – OTHER CONDITIONS

1. GRIEVANCE AND DISPUTE SETTLING PROCEDURE

- (a) When a possible dispute or grievance arises the employee(s) should in the first instance discuss the issue(s) with their immediate supervisor.
- (b) The employee(s) may choose to be represented or assisted with the issue(s) by a workplace union delegate or by another person, at any stage of the procedure.
- (c) Should discussions fail to resolve the grievance /dispute, the issue(s) may be referred to the Official Secretary for further discussion with all interested parties (including appropriate union representatives if applicable).
- (d) If the issue(s) remains unresolved, either party may refer the dispute /grievance to the Tasmanian Industrial Commission for conciliation /arbitration and settlement.
- (e) Whilst a dispute/grievance is being dealt with through this process the status quo will remain and work will continue without disruption.
- (f) However where a safety issue is involved immediate priority will be given to the resolution of it having regard to recognised safety standards and relevant legislation. This may involve the cessation of work where an employee's safety is at risk.
- (g) Further the operation of this clause does not remove or lessen the right of an employee to seek redress through the provisions of the *Industrial Relations Act 1984* or other appropriate legislation.

2. UNIFORMS

- (a) An employee required to wear a uniform in undertaking duties is to be supplied with a sufficient, suitable and serviceable uniform free of cost. Any uniform provided must not be altered without the employer's approval.
- (b) Any uniform provided must be worn whenever on duty. The uniform must not be worn at any other time.
- (c) An employee supplied with a uniform is to return it prior to ceasing employment if required to do so.
- (d) An employee supplied with a uniform is to have it replaced on a "fair wear and tear" basis or such other arrangement as may be determined by the Employer.
- (e) An employee who is supplied with a uniform is responsible for its laundering. However, in circumstances where a uniform is heavily soiled or contaminated the employee may have the uniform professionally laundered. The cost of the laundering is to be reimbursed by the employer upon production of the receipt by the employee.

3. PROTECTIVE CLOTHING, EQUIPMENT, TOOLS AND PERSONAL EFFECTS

- (a) An employee required to wear protective clothing, including wet weather gear, in undertaking duties is to be supplied with the protective clothing at the employers cost.
- (b) An employee supplied with protective clothing or wet weather equipment is to return it prior to ceasing employment if required to do so.
- (c) An employee supplied with protective clothing or wet weather equipment is to return it prior to ceasing employment if required to do so.
- (d) Where, in the performance of an employee's duties, an employee's clothing, spectacles, hearing aids or tools relevant to the work performed are damaged or destroyed compensation is to be made by the employer to the extent of the loss sustained.
- (e) Compensation is not payable in circumstances where an employee is entitled to claim for the loss sustained by way of the *Workers' Rehabilitation and Compensation Act 1988*.

4. REST ROOM

The employer will provide a rest room for Outdoor employees that is equipped with washing facilities and tea and coffee making facilities.

5. TRAINING AND OTHER PROFESSIONAL FEES

- (a) Employees will be encouraged to undertake any training that the employer agrees is relevant to their position. The employer will meet all costs associated with such training and provide such time off work as may be required and the employer deems reasonable.
- (b) The employer may meet the cost of employees' membership fees for relevant professional or other associations and relevant professional publications.



22 August 2024