

**TASMANIAN INDUSTRIAL COMMISSION**

**Industrial Relations Act 1984**

s.23 application for award or variation of award

**Tasmanian Trades and Labor Council**

(T13471 of 2009)

**Private and Public Sector Awards**

**FULL BENCH:**

PRESIDENT P L LEARY

DEPUTY PRESIDENT P C SHELLEY

COMMISSIONER T J ABEY

**Wage Rates – State Wage Case 2009 – application amended - application to vary private and public sector awards – award wage rates to be increased by \$12.00 per week - wage related allowances to be increased by 1.9% – meal allowance increased to \$15.40 - Supported wage increased to \$71.00 - State Minimum Wage rate determined at \$558.10 - s.35(1)(b) – operative date ffpp 1 August 2009 - Wage Fixing Principles set aside in part**

**COMMUNITY SERVICES AWARD**

**ORDER**

**No.1 of 2009  
(Consolidated)**

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

## **PART I - APPLICATION AND OPERATION OF THE AWARD**

### **1. TITLE**

This award shall be known as the Community Services Award.

### **2. INDEX**

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## **3. SCOPE**

- (a) This award is established in respect of the industry of social and community services, in which the primary functions/industrial pursuits include:
- (i) social support and/or the enhancement of social functioning of the individual, family or community;
  - (ii) community development;

- (iii) social policy research, development and advocacy;
  - (iv) program establishment, development co-ordination, management support for the above services;
  - (v) disability services which are demonstrably social welfare in nature including:
    - (1) counselling, advocacy information, referral and liaison services;
    - (2) policy development and advocacy;
    - (3) training and co-ordination of volunteers;
    - (4) co-ordination of access to other services; or
    - (5) community access participation;
  - (vi) providing personal care for persons who have an intellectual, physical, psychiatric, and/or sensory disability in locations other than those covered by the Disability Service Providers Award and the Nursing Homes Award.
- (b) This award shall not have incidence on the following services and/or occupations:
- (i) the industry of providing residential care and/or employment and related activities for persons who are intellectually, physically, psychiatric, and/or sensory disabled in homes or institutions established for that purpose;
  - (ii) the industry of Nursing Homes licensed as such under the *Hospitals Act 1918*;
  - (iii) provision of child care in child care establishments, as covered by the Child Care and Childrens Services Award (as at 1 July 1990); or family day care; or independent schools and student hostels as covered by the Independent Schools (Non-Teaching Staff) Award; or
  - (iv) the occupations of cleaner, groundkeeper, caretakers, domestic workers, cook, laundry hand, clerk, driver, shop assistant or registered or enrolled nurse however so titled.

#### **4. DATE OF OPERATION**

This award shall be operative from the first full pay period commencing on or after 1 August 2009.

## **5. AWARD INTEREST**

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

- (i) the Australian Municipal, Administrative, Clerical and Services Union;
- (ii) the Health Services Union of Australia, Tasmania No. 1 Branch.

(b) The following employer organisation has an interest in this award pursuant to Section 63(10) of the *Industrial Relations Act 1984*:

The Community Services Employer Organisation (Tasmania).

(c) The following organisation is deemed to have an interest in this award pursuant to Section 62(2) of the *Industrial Relations Act 1984*:

the Tasmanian Chamber of Commerce and Industry Limited

(d) The following organisation is deemed to have an interest in this award pursuant to Section 62(3) of the *Industrial Relations Act 1984*:

the Tasmanian Trades and Labor Council.

## **6. SUPERSESION**

This award incorporates and supersedes the Community Services Award No. 1 of 2008 (Consolidated).

## PART II - EMPLOYMENT RELATIONSHIP AND ASSOCIATED MATTERS

### 1. DEFINITIONS

A '**full time employee**' shall mean an employee engaged to work 38 ordinary hours per week.

A '**part-time employee**' shall mean an employee engaged to work less than 38 hours per week, on a regular, continuous basis.

A '**permanent employee**' shall mean an employee engaged on a regular, continuous basis.

A '**casual employee**' shall mean an employee who is engaged to perform specific duties for a specified period.

### 2. EMPLOYMENT CATEGORIES

#### (a) General

- (i) With the exception of casual employees, employment shall be by the fortnight. An employee engaged on a regular, continuous basis shall be a permanent employee.
- (ii) The employer shall inform each employee of the terms of engagement, in particular whether he/she is a full time/part-time and permanent/casual employee and whether he/she will be required for roster work. An employer shall also inform each employee of the regular hours of employment and classification under this award and the relevant rate of pay.

#### (iii) Job Description

The employer shall provide job description upon engagement.

An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de-skilling.

An employer may direct an employee to carry out such duties and use such equipment as may be required provided that the employee has been properly trained in the use of such equipment.

Any direction issued by an employer pursuant to paragraphs (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

(b) Part-time Employees

- (i) The minimum period of each engagement shall be two hours.
- (ii) The provisions of this award shall apply to part-time employees on a pro rata basis.

**PROVIDED** that by mutual agreement an employee may be paid an additional 20% loading in lieu of annual leave, personal leave and holidays with pay.

(c) Casual Employees

- (i) A casual employee shall be paid a minimum of 2 hours at the appropriate rate for each engagement.
- (ii) Where the period of engagement of a casual employee is tied to a specific project and that project continues or is renewed after the initial term the employer shall offer the employee permanent employment or a further fixed term contract, subject only to competence in relevant duties.
- (iii) A casual employee shall be paid at the same hourly rate as would be received by a full-time employee working the same period under this award, plus an additional 20% loading in lieu of annual leave, holidays with pay and personal leave. The employee may elect with the consent of the employer to have entitlements to annual leave, holidays with pay and personal leave, as an alternative to the 20% loading.

(d) Probationary Employees

- (i) Nothing in this award shall be construed as making probationary employment mandatory;
- (ii) Probationary employment shall not apply in respect of casual employees;
- (iii) An employee may be engaged as a probationary employee during an initial probationary period of up to three months duration. The probation period shall be specified in the contract of employment;

- (iv) The employer shall complete a first probationary review no later than mid-way through the defined probationary period. Following the conclusion of the first probationary review the employer will provide the probationary employee with feedback about their work performance. Where areas of unsatisfactory performance are identified, the probationary employee will be made aware of the standards of satisfactory performance required and the dates by which they are required to be achieved.
- (v) The employer shall complete a final probationary review by not later than two weeks before the end of the probationary period specified in the contract of employment and immediately inform the employee of the outcome of this review under the following terms:
  - (1) Where the employer has determined that the probationary employee has satisfactorily completed their probation, that their employment will continue; or;
  - (2) Where the employer, as a consequence of the probationary reviews, has determined that the probationary employee has not satisfactorily met the employer's work performance requirements, the probationary employee shall be informed of the outcome of the final review and shall be given two weeks' notice of termination of employment or payment in lieu thereof;
  - (3) Provided that should an employer fail to complete the required final probationary review within the time specified, the employee will be deemed to have successfully completed the probationary employment period, unless the failure to review occurs due to circumstances beyond the employer's control.
- (vi) **PROVIDED** that Part VII - Employee Grievance Procedures, Clause 2 (a), shall apply to this provision. The provisions of Part VII - Consultation - Procedures, Change, Redundancy, Clause 2(b) and Part II -Employment Relationship And Associated Matters, Clause 2 - Termination shall not apply in respect of probationary employees.

### **3. TERMINATION**

- (a) Employment shall be terminated by 2 weeks' notice given by either side or by the payment or forfeiture of 2 weeks' wages, as the case may be. This shall not affect the right of the employer to dismiss an employee for serious misconduct or serious neglect of duty, in which case wages shall be paid up to the time of dismissal only.
- (b) Any payment in lieu of notice shall be the wages an employee would have received in respect of the ordinary time he/she would have worked during the period of notice, had his/her employment not been terminated.



Entitlement to all forms of leave shall accrue until the end of the period of notice.

(c) Where an employer or employee gives notice of termination of employment, the parties may mutually agree to the employment ending before the expiration of the period of notice, and in such cases wages shall be paid up to the time of agreed termination.

(d) Certificate of Service

Upon termination of employment for any reason whatsoever, the employer shall furnish the employee with a certificate of service in the following form:

(i) Employee's Name:

(ii) Period of Employment: From            To

(iii) Title of Position:

(iv) Salary Scale:

(v) Nature of Work:

(including if applicable, details of numbers of other full-time Community Services Officers (or full-time equivalent) supervised by employee)

(vi) Name of Employer:

Signed: (Employer)

Date:

(Seal of employer to be attached where applicable)

## PART III - WAGES AND RELATED MATTERS

### 1. WAGE RATES

- (a) An employee appointed or promoted to a position within a level prescribed by this award shall be paid at the weekly wage rate determined for that level by reference to the relevant classification standards as set out in Clause 3 - Classification Descriptors of this Part.

	Base Rate Relativity %	Base Rate \$	Safety Net Adjustment \$	Weekly Wage Rate \$
Community Services Employee - Level 1				
Grade 1	90	375.50	232.70	608.20
Grade 2	95	396.30	232.70	629.00
Community Services Employee - Level 2				
Grade 1	100	417.20	234.70	651.90
Grade 2	105	438.10	234.70	672.80
Community Services Employee - Level 2B				
Grade 1	105	438.10	234.70	672.80
Grade 2	110	458.90	234.70	693.60
Grade 3	115	479.80	232.70	712.50
Community Services Employee - Level 3				
Grade 1	110	458.90	234.70	693.60
Grade 2	115	479.80	232.70	712.50
Grade 3	125	521.50	232.70	754.20
Community Services Employee - Level 4				
Grade 1	145	605.50	232.70	838.20
Grade 2	151	628.70	230.70	859.40
Grade 3	156	651.80	228.70	880.50
Community Services Employee - Level 5				
Grade 1	157	653.70	228.70	882.40
Grade 2	162	676.10	228.70	904.80
Grade 3	167	698.50	228.70	927.20
Community Services Employee - Level 6				
Grade 1	172	715.80	228.70	944.50
Grade 2	177	740.00	228.70	968.70
Grade 3	183	764.20	228.70	992.90

Community Services Employee - Level 7				
Grade 1	193	804.30	228.70	1033.00
Grade 2	199	831.00	228.70	1059.70
Grade 3	206	857.70	228.70	1086.40
Community Services Employee - Level 8				
Grade 1	210	876.10	228.70	1104.80

**PROVIDED** that no existing employee shall be reclassified at a lower level as a result of the variation to the award in T No 9925 of 2001.

(b) Entry Level and Progression

An employee holding a relevant Diploma (AQF) or equivalent Associate Diploma shall commence at Level 3 Grade 1.

An employee holding a relevant degree shall commence at Level 3 Grade 3.

Within each level employees shall progress to successive grades upon completion of 12 months service subject to satisfactory performance assessment.

(c) Appointment Level

New employees who can verify previous comparable experience which was gained with another employer engaged in the Community Services Industry shall have such experience taken into account in determining the appropriate incremental grade which that person is entitled to occupy. Such experience includes that prior to the award or classification variations taking effect.

(d) Calculation of Rates

The hourly wage rate shall be determined by dividing the weekly rate by 38.

**2. SUPPORTED WAGE SYSTEM**

(a) Eligibility Criteria

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

**PROVIDED** that this subclause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their current employment.

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

(b) For the purposes of this subclause:

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

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

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

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

(c) Supported Wage Rates

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

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

**PROVIDED** that the minimum amount payable shall be not less than \$71 per week.

(d) Assessment of Capacity

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

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

(e) Lodgment of Assessment Instrument

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

(f) Review of Assessment

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

(g) Other Terms and Conditions of Employment

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

(h) Workplace Adjustment

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

(i) 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 subclause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (ii) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined in accordance with paragraphs (iv) and (v).
- (iii) The minimum amount payable to the employee during the trial period shall be no less than \$71 per week or such greater amount as is agreed from time to time between the parties.
- (iv) Work trials should include induction or training as appropriate to the job being trialed.
- (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under paragraph (iii) hereof.

### **3. CLASSIFICATION DESCRIPTORS**

(a) Definitions

**'Action'** means the smallest component of work.

**'Activity'** means a group of related tasks which may well constitute a significant part of a function.

**'Function'** means a collection of activities which may constitute the whole or part of a work area.

**'Task'** means a unit of work (group of actions) forming a consistent or significant part of an activity.

**'Work area'** means the area in which the employee works, be it a function, section, department or whole organisation.

**'Assist'** means to help, to give support to, to lend aid.

**'Complex'** means work wherein the predominant feature is the consideration of the impact of the interactive elements as they relate to the total job rather than focusing on any segment in isolation.

**'Contribute'** means to help bring about, supply.

**'Control'** means to exercise directing, guiding or restraining power over, to check or regulate, to keep within limits.

**'Co-ordinate'** means to bring into such relation that all things co-ordinated take part in a common action to integrate.

**'Critical'** means an indication that a component, issues or decision is fundamental or crucial to subsequent actions, consideration and decisions.

**Direction:**

**'Close direction'** means employees receive precise or specific instruction on job requirements, methods to be adopted and unusual or difficult features, and is task oriented.

**'General direction'** means employees receive general instructions covering broad aspects of the work. Detailed instruction is limited to complex or unusual features, and is outcome oriented. Discretion in choice of methods is expected.

**'Limited direction'** means employees receive limited instructions which clearly state work processes and procedures. Employees are able to achieve the objective by conforming to instructions but with minimal guidance. Detailed instruction is only in respect of complex or unusual situations.

**'Broad direction'** means employees normally receive instructions in the form of broadly stated objectives or policies.

**'Discipline'** means an identified occupation; field of specialisation; defined body of professional knowledge, skills and expertise.

**'Element'** means a component, part of.

**'Elementary'** means rudiments of first principles, in the first stages, slight.

**'Establish'** means to set up, to institute, to place on a firm basis.

**'Exercise'** means to bring to bear or employ actively (as in exercising authority or influence).

**Experience:** (including paid and volunteer work)

**'Experienced'** means having worked in a relevant field for sufficient time to have sufficient understanding of the basic principles of the discipline, to have ability to successfully undertake the majority of normal requirements of the work situation and to have a good appreciation of the activities involved.

**'Considerable experience'** means having worked in a relevant field for sufficient time to ensure competence or undertake and advise on a full range of normal requirements of the work situation and to have the ability to perform a variety of activities involving special, or complex features of the work.

**'Extensive experience'** means having worked in a relevant field for sufficient time to ensure ability to control and advise on the full range of activities and to be expert in terms of a wide variety of special, unusual or complex features of the work.

**'Extensive'** means large, far reaching, comprehensive.

**'Facilitate'** means to make easy or less difficult (usually by doing something to advance the accomplishment of an act); to provide the environment or circumstances to allow the accomplishment of an act.

**'Formulate'** means to develop, to devise a statement of policy or procedures, to put in a systematised statement, as in statement of procedure.



**'Function'** means a collection of activities which may constitute the whole or part of a work area.

**'Implement'** means to carry out, to perform acts essential to the execution of a plan or programme, to give effect to.

**'Initiate'** means to originate, to introduce in the first instance, to cause or bring to pass by original act, as in organising a plan, policy or procedure.

**'Innovative'** relates to the extent to which there is a requirement to vary from or make change to accepted processes and systems.

**'Instruction'** means to impart to another, directions given.

**'Interpret'** means to clarify or explain, translate.

**'Judgement'** means an application of an amalgam of knowledge and experience to derive appropriate decision.

**Knowledge:**

**'Knowledge'** means an understanding of techniques, principles, procedures and practices gained through either study of the relevant theory or discipline or through experience gained over time.

**'Developing knowledge'** means a learning process which will lead to knowledge.

**'Working knowledge'** means sufficient to perform function.

**'Sound knowledge'** means well founded, reliable.

**'Comprehensive knowledge'** means embracing a wide range.

**'Detailed knowledge'** means complete.

**'Specialised knowledge'** means knowledge of principles and techniques applicable to a particular discipline. It is obtained during the acquisition of professional/specialised qualifications and/or relevant experience.

**'Limited complexity'** means work which involves the application of established principles, practices and procedures. Generally, actions and responses can be readily identified and repeated from previous experience.

**'Maintain'** means to keep possession of, to hold or keep in any condition, to keep up to day or current, as to maintain records.

**'Major'** means greater, more important.

**'Manage'** means to control, to exercise control or domination over, bring under influence, conduct/direct the working of, responsible for direction, quality, outcome, operation of.

**'Management'** means the technique or practice of managing or controlling.

**'Manager'** means an employee who is required to have sound knowledge of the relevant principles, practices and procedures applicable to a specialised field of work or discipline. Managers are responsible for the achievement of particular objectives or completion of a project. This responsibility includes accountability for material, human and financial resources allocated to that objective or project.

**'Minor'** means smaller, subordinate.

**'Moderately complex'** means to a lower degree than complex, less extensive.

**'Monitor'** means check on a regular basis.

**'Negotiate'** means to confer with others with a view to reaching agreement.

**'Normal specialised work'** means ongoing specialised/professional duties performed in accordance with conventional established professional practice, methods and standards, but excludes complex specialised work.

**'Novel'** means extension and application of theoretical principles beyond the normally accepted environment, i.e. creative research or the introduction of new methodology.

**'Novel work'** means work requiring a degree of creativity, originality, ingenuity and initiative.

**'Objective'** means goal, purpose, end.

**'Operational'** means in working order and ready to use.

**'Operational Responsibility'** means answerable for the day to day running.

**'Oversight/Oversee'** means to look after, guide the work of others, to allocate work without quality/quantity control.

**'Perform'** means to carry out, to execute some action, to carry out to the finish, to accomplish.

**'Practice'** means habitual action, method.

**'Process'** means course of action, method of operation, to subject to some special treatment, to handle in accordance with a prescribed procedures, as in processing work or requisition.

**'Professional'** means requires in its application levels of theoretical knowledge which has been attained only through study of a discipline at post secondary level.

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

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

**'Programme'** means a discrete range of functions involved in the delivery of a specific service or related services to clients or the community generally.

**'Project'** means a proposal, scheme or design, detailed study of a particular subject.

**'Provide'** means to supply for use, to furnish, to take precautionary measures in view of possible need.

**'Regulatory'** means to control, to rule.

**'Responsible'** means liable to be called to account, answerable, accountable for actions.

**'Review'** means to rework in order to correct or improve, to make a new, improved or up to date version of.

**'Routine'** means regular course of procedure, unvarying performance of certain acts, performed by rule.

**'Service'** means part of an organisation, may be single or multi-programme.

**'Significant'** means noteworthy, of considerable amount of effect or importance.

**'Sound discipline/knowledge'** means extensive, reliable, substantial.

**'Specialised/professional practitioner'** means an employee who operates as an individual, team member or team leader. Specialised practitioners carry out a broad range of activities or functions using relevant practices and procedures within a comprehensive field of work or specialised/professional discipline. This role can provide advice to others or aspects of the field can provide advice to others on aspects of the field or discipline and can be expected to apply that in an original and innovative manner to activities of the work area. This role may include the supervision of other specialised/professional staff and staff from other fields of work.

**'Substantial'** means to provide ample quantity, ample or considerable amount.

#### **Supervision:**

**'Regular supervision'** means work is subject to progress checking.

**'General supervision'** means work is subject to final checking and to progress checking, only in respect of very complex or unusual situations as required by the employer.

**'Immediate Supervision'** means the supervising employee is normally immediately available at the workplace during the employee's working hours.

**'General supervision'** as a management function, refers to the supervision given to other staff. It consists of the allocation and direction, oversight and co-ordination of the work of subordinate staff.

**'Professional supervision'** means a quality control function and refers to supervision which requires the exercise of specialised/professional judgement.

**'General professional guidance'** means direction and guidance given on a range of professional assignments. An employee has discretion in selecting the most appropriate method of completing these, and conformity with directions is measured by satisfactory completion of allocated specialised assignments.

**'Support'** means to uphold, to contribute to the success of, to form a secondary part, subordinate.

**'Technical Oversight'** means to look at, look after the technical aspect of an activity/function.

**'Utilise'** means to make use of.

**'Very Complex'** means the application of a comprehensive knowledge of established practices and procedures as they affect all aspects of the range of operations, or an in depth knowledge of the operation. Generally responses require a high level of analytical skills with the work drawing together a range of aspects and the method selected from a range of genuine alternatives.

**'Volunteer'** means a person who by choice freely provides services to an organisation without the expectation of payment for services or intention to create legally enforceable obligations.

**'Volunteer work'** freely chosen by the volunteer, must not be a condition of paid work, may involve reimbursement of out-of-pocket expenses but not any other consideration.

(b) Descriptors

## **COMMUNITY SERVICES EMPLOYEE - LEVEL 1**

### **Qualifications, Training and Experience**

- Appropriate, relevant experience; or
- Attainment through previous, relevant experience, an equivalent level of skills to undertake the range of activities required.
- May be required to undertake on-the-job training.

### **Characteristics of the Level**

General features of this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific skills to the work of the organisation. In addition, employees may assist higher classified employees with specific projects.

Employees will be responsible for managing time, planning and organising their own work.

Positions at this level will involve the employee in extensive on-the-job training including familiarisation with goals and objectives of the workplace.

### **Requirements of the Job**

Some, or all, of the following are needed to perform work at this level:

- skills in oral and written communication with clients and other members of the public;
- demonstrated ability to communicate with, and relate effectively to, clients;
- working knowledge of established work practices, procedures and policies relevant to the workplace/work area;
- developing knowledge of statutory requirements relevant to the workplace;
- understanding of basic computing concepts.

### **Indicative Tasks and Functions**

- Performs a range of tasks/activities and achieve outcomes/results which are clearly defined and attainable.
- Provision of routine information and internal referral.
- Maintain basic information systems including client/service records.

### **Responsibility**

An employee at this level:

- works under close direction, receiving specific instructions on requirements and methods; direction is task and outcome oriented;
- works under regular immediate supervision, work in progress may be subject to checking and outcomes are closely monitored;
- exercises limited initiative/judgement within established practices, procedures and/or guidelines. Problem solving and freedom to act is limited by established practices, procedures and/or guidelines.

Assistance from higher classified employees is readily available when problems exceed defined limits.

## **COMMUNITY SERVICES EMPLOYEE - LEVEL 2**

### **Qualifications, Training and Experience**

- Attainment through previous relevant experience, service and/or study of an equivalent level of skills to undertake the range of activities required;
- may be required to undertake relevant on-the-job training.

## **Characteristics of the Level**

General features of this level include performing a range of activities using knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from higher classified employees. Employees may receive instruction on the broader or more complex aspects of the work. In addition, employees may provide assistance to lower classified employees.

Positions at this level allow employees the scope to exercise initiative within procedures, methods and guidelines and to oversee and guide lower classified employees. Employees with supervisory responsibilities may undertake some moderately complex operational work and may undertake planning and co-ordination of activities within a workplace. Such employees will commence on the second grade.

Employees will be responsible for managing and planning their own work and that of lower classified employees.

## **Requirements of the Job**

Some, or all, of the following are needed to perform work at this level.

- Sound knowledge of work activities performed within the workplace;
- Sound knowledge of procedural/operational methods of the workplace;
- Working knowledge of statutory requirements relevant to the workplace;
- Ability to apply computing concepts.

## **Indicative Tasks and Functions**

- Performs a range of activities in a defined area and/or is responsible for a collection of activities within the workplace;
- Provides client support services, including provision of basic information and (external) referral services on an individual, group or community basis;
- Assists or participates in activities which require the adaptation/interpretation of practices, procedures or guidelines, under the guidance of higher classified employees.

## **Responsibility**

An employee at this level:

- Works under general direction in the application of well established practices, procedures and/or guidelines, receiving instruction on broad aspects of the work, with detailed instruction limited to complex or unusual features;

- Works under general supervision, with work subject to checking on completion of tasks, monitoring of outcomes and progress checking only in respect of complex or unusual tasks/situations;
- Exercises initiative/judgement and has freedom to act within established practices, procedures and/or guidelines;
- Works under the immediate supervision of a higher classified employee and assistance is available when problems occur.

**PROVIDED** that an employee at this level may be required to remain on the premises of a residential service overnight, without an immediate supervisor present, in either a shiftwork or sleepover capacity. During this period the employee shall work within established guidelines, practices and procedures. Advice and assistance would be readily available from senior employees. In such circumstances an employee would not be expected to perform duties or exercise discretion at the level of a higher classified position. In such circumstances the employee shall not be required to perform duties of a non-routine nature, such as crisis support or emergency assistance.

- May oversee or provide guidance to lower classified employees and/or volunteers.

## **COMMUNITY SERVICES EMPLOYEE - LEVEL 2 B**

### **Qualifications, Training and Experience**

- Appointment to a position under this classification;
- Relevant Certificate III including personal carer, support worker, therapy assistant and administrative support;
- Attainment through previous relevant experience, service and/or study of an equivalent level of skills to undertake the range of activities required;
- may be required to undertake relevant on-the-job training.

### **Characteristics of the Level**

General features of this level include performing a range of activities using knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from higher classified employees. Employees may receive instruction on the broader or more complex aspects of the work. In addition, employees may provide assistance to lower classified employees.

Employees engaged to provide personal care and support to clients may be require to perform relevant duties in the clients own home.



Employees with administrative responsibilities may be required to prepare reports for managers and committees, to have input into budget preparation and maintain agency records and files.

Positions at this level allow employees the scope to exercise initiative within procedures, methods and guidelines and to oversee and guide lower classified employees.

Employees will be responsible for managing and planning their own work and may be responsible for managing and planning the work lower classified employees.

### **Requirements of the Job**

Some, or all, of the following are needed to perform work at this level:

- Sound knowledge of work activities performed within the workplace;
- Sound knowledge of procedural/operational methods of the workplace;
- Working knowledge of statutory requirements relevant to the workplace;
- Ability to apply computing concepts.

### **Indicative Tasks and Functions**

- Performs a range of administrative duties in a service or programme;
- Provides client support and care services, including the provision of support and care services in a clients home;
- Assists or participates in development or adaptation of practices, procedures or guidelines, relate to their area of work, under the guidance of higher classified employees.

### **Responsibility**

An employee at this level:

- Works under general direction in the application of well established practices, procedures and/or guidelines, receiving instruction on broad aspects of the work, with detailed instruction limited to complex or unusual features;
- Works under general supervision, with work subject to checking on completion of tasks, monitoring of outcomes and progress checking only in respect of complex or unusual tasks/situations;
- Exercises initiative/judgement and has freedom to act within established practices, procedures and/or guidelines;

- Works without the immediate supervision of a higher classified employee. Advice and assistance is available from higher classified employees when problems occur.
- Employees engaged to provide personal care and support to clients are required to work on their own.
- May oversee or provide guidance to lower classified employees and/or volunteers.
- The employee shall not be required to perform duties of a non-routine nature, such as crisis support or emergency assistance.

### **COMMUNITY SERVICES EMPLOYEE - LEVEL 3**

#### **Qualifications, Training and Experience**

- Relevant Degree (in which case commencement at grade 3).
- Relevant Diploma or Associate Diploma without experience; or
- Attainment through previous appointments, service and/or study an equivalent level of skills to undertake the range of activities required.

#### **Characteristics of the Level**

General features of this level involve solving problems of limited difficulty using knowledge, judgement and work organisational skills. Assistance is available from higher classified employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.

Positions at this level allow employees the substantial scope for exercising initiative and discretion in the application of established work procedures.

At this level, employees may be required to supervise a limited number of lower classified employees within a single programme in their day-to-day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation. Employees will be responsible for managing and planning their own work, and exercising autonomy in the selection of tasks, methods and procedures.

#### **Requirements of the Job**

Some, or all, of the following are needed to perform work at this level:

- comprehensive knowledge of activities performed within the organisation;
- sound knowledge of policies and procedures of the organisation;

- developing professional or specialised knowledge;
- working knowledge of guidelines or statutory requirements relevant to the organisation.

Employees with supervisory responsibilities should have a working knowledge of the principles of human resource management and be able to assist lower classified employees with on-the-job training.

### **Indicative Tasks and Functions**

- Undertake responsibility for various activities in a specific area.
- Exercise responsibility for a function within the organisation.
- Provide extensive client services within a specific area.
- Undertake basic assessment and case management duties within established guidelines.
- Plan and co-ordinate client services, including training.
- Participate in the adaptation, modification and interpretation and development of practices, procedures and guidelines within a team or under the guidance of higher classified employees.
- Co-ordinate elementary service programmes, or a single programme, at a more complex level under guidance of a more higher classified employee.
- Employees required to perform specialised functions at this level would undertake at least some of the following:
  - undertake some minor phase of a broad or more complex assignment;
  - provide assistance to higher classified employees;
  - perform duties of a specialised or professional nature;
  - provide a range of information services;
  - plan and co-ordinate elementary community-based projects or programmes;
  - perform moderately complex functions, including social planning, demographic analysis, survey design and analysis.

## **Responsibility**

An employee at this level:

- works under limited direction in the application of practices, procedures and guidelines which are well established, with instructions which clearly state work processes, procedures and policies; specific instruction and assistance is limited to unusual or complex features;
- works under minimal general supervision from a higher classified employee or management, or work as a member of a team; decision's may be reviewed by higher classified employees or management;
- has freedom to act and exercises considerable initiative within established practices, procedures and policies, with problems usually solved by reference to documented procedures and policies;
- may be a sole employee in a single programme area with discrete operational responsibility, provided not required to exercise delegated functions related to management of the organisation.

## **COMMUNITY SERVICES EMPLOYEE - LEVEL 4**

### **Qualifications, Training and Experience**

- Relevant Degree with relevant experience; or
- Relevant Diploma or Associate Diploma with considerable experience; or
- Lesser formal qualifications with substantial years of relevant experience; or
- Attainment through previous appointments, service and/or study, an equivalent level of skills to undertake a range of activities.

### **Characteristics of the Level**

General features of this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field and to exercise considerable discretion and initiative. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.

Positions may involve a range of work functions which could contain a substantial component of supervision of employees or volunteers in a single programme area.

Work at this level requires a sound knowledge of programme, activity, operational policy or service aspects of the work performed within a function or a number of work areas.

Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified employees and/or volunteers where supervision is a component of the position, to achieve specific objectives.

Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined. Employees may also be required to provide specialist expertise or advice in their relevant discipline.

### **Requirements of the Job**

Some, or all, of the following are needed to perform work at this level:

- Comprehensive knowledge of statutory requirements relevant to the work;
- Comprehensive knowledge of organisation policies and activities and the role of the organisation and its services and/or functions;
- Specialists require an understanding of the underlying principles in a relevant discipline.
- The capacity to respond appropriately to client needs and manage potential conflict of interest.

### **Indicative Tasks and Functions**

- Assess, identify and respond to needs of clients with complex and multiple needs, including appropriate referral to other services.
- Undertake activities which may require the employees to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined.
- Perform duties of a specialised nature requiring the development of expertise over time or previous knowledge.
- Identification of specific or desired performance outcomes.
- Contribute to interpretation and development of policies and practices in areas of work for which there are no clearly established procedures.
- Provide assistance on grant applications, including research or collection of data.

- Undertake a wide range of activities or functions associated with programme or service delivery within a single programme or a limited range of closely related programmes.
- Recruit, train, co-ordinate volunteers in a single programme.
- Participate in interagency projects, collaborate in service delivery with other agencies and participate in external forums, working parties or reference groups that may relate to development of governmental policies or service/programme standards.
- Where the primary responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
  - liaise with other specialists at a technical level;
  - discuss techniques, procedures and/or results with clients on straightforward matters;
  - lead a team within a specialised project;
  - provide reference, research and/or technical information services;
  - carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
  - under limited direction undertake tasks of a specialised, novel, complex and/or critical nature;
  - perform a range of planning functions which may require knowledge of statutory and legal requirements;
  - Participate in the planning and co-ordination of a community programme of a complex nature, including development, implementation and evaluation.
- Where the position has significant co-ordination/management functions the employee may be required to:
  - perform duties without reference to a higher classified employee;
  - coordinate a single programme service or a small local community service with a limited range of related programmes;

- Perform duties related to the management of a local service organisation including input into budgets, strategic planning and policy development and implementation, and compliance with internal and external standards, and statutory requirements;
- Facilitate change processes.

### **Responsibility**

An employee at this level:

- works under broad direction, from higher classified employee (or committee or board in the case of a coordinator/manager) with instructions related to established objectives, policies and procedures;
- may work under professional supervision; operates independently with limited reporting;
- exercises considerable initiative, discretion or professional judgment and has a high degree of responsibility for service delivery within the constraints of organisational policy;
- participates in the development of practices, procedures and policies;
- provides supervision within the limits of skill and experience.
- A coordinator/manager employed at this level shall not be required to provide support, guidance, advice or supervision to other employees engaged to perform duties at this level or higher.

## **COMMUNITY SERVICES EMPLOYEE - LEVEL 5**

### **Qualifications, Training and Experience**

- Relevant Degree with considerable experience; or
- Relevant Diploma or Associate Diploma with extensive experience; or
- Qualifications in more than one discipline; or
- Attainment through previous appointments, service and/or study, an equivalent level of skills to undertake the range of activities required.

An employee without formal qualifications and/or training, or equivalent skills, may be required to undertake relevant study or training.

### **Characteristics of the Level**

Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.

Employees adhere to established work practices. However, they may be required to exercise initiative and discretion where practices and procedures are not clearly defined; and to contribute to the development of practices and policies.

General features of this level indicate involvement in establishing organisation programmes and procedures. Positions will include a range of work functions and may involve the supervision of employees or volunteers across a range of functions or programmes for which the employee is responsible. In addition, employees at this level may be required to assist in the preparation of, or prepare the organisation's budget. Employees at this level will be required to provide specialist advice to employees classified at a lower level.

Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor workflows in their area of responsibility.

Employees are required to participate effectively and make substantial contribution to the review of work practices, ongoing evaluation and reporting.

Employees are required to set priorities, plan and organise their own work and that of lower classified employees and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and employees.

Employees responsible for projects and/or functions will be required to establish, monitor and evaluate outcomes in relation to organisation goals.

### **Requirements of the Job**

Some, or all, of the following are needed to perform work at this level:

- Comprehensive knowledge of statutory requirements relevant to the work;
- Detailed knowledge of organisation activities, programmes, policies and of the role, structure and services of the organisation;
- Sound specialised knowledge;
- Extensive understanding of legal obligations in relation to client issues and capacity to manage potential conflicts of interest and to integrate service delivery and statutory requirements;



- Ability to apply theory based policies to develop procedures consistent with workplace and programme requirements.

### **Indicative Tasks and Functions**

- Exercise responsibility for a range of functions within the organisation requiring a high level of knowledge and skills.
- Undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration.
- Undertake a minor phase of a broad or more complex specialised assignment.
- Assist with the preparation of, or prepare organisation or programme budgets in liaison with management.
- Set priorities and monitor workflow in the areas of responsibility.
- Provide specialist advice to employees classified at lower levels.
- Operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employees without reference to a higher classified employee.
- Recruit, train, co-ordinate volunteers in a number of programmes.
- Plan, develop, co-ordinate and administer the operation of a service with a range of related programmes, including financial management and reporting.
- May be required to participate in the recruitment and selection of staff.
- Collaborate with employees of own and other agencies in the development and implementation of assessment and intervention strategies and services.
- Design, develop, implement, monitor and evaluate early intervention strategies.
- Identify and respond to complex client issues and needs, which may include hostile, aggressive or involuntary clients.
- Participate (internally and with other agencies and organisations) in the development, implementation or review of protocols and inter-service agreements.
- Represent the organisation or service in consultative committees, working parties or reference groups, interagency and community sector-government negotiations; including the development of protocols, inter-service agreements, government policies and departmental strategies, and the development of industry/sector policy and standards.

- Work within a complex risk assessment framework.
- Where the prime responsibility lies in specialist services, employees at this level would undertake at least some of the following:
  - under limited direction, undertake a variety of tasks of a specialised, novel, complex and/or critical nature;
  - provide reports on progress of programme activities including recommendations;
  - exercise specialised judgment;
  - carry out planning studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;
  - exercise a high level of interpersonal skills in dealing with the public and other organisations;
  - Plan, develop, implement and/or operate a community service organisation within limits of responsibility and skills.
- Where the position has significant co-ordination/management functions the employee may be required to:
  - Contribute to the development of governmental policies and strategies;
  - Facilitate change processes; and ensure compliance with internal and external standards and statutory obligations.

## **Responsibility**

An employee at this level:

- Works under broad direction from a higher classified employee or a committee or board of management, with instructions in the form of broadly stated objectives and policies;
- may work under professional supervision and accountability is by way of reporting to higher classified employees or committee/board;
- has a high degree of responsibility for effective service delivery in moderately complex programmes or for the organisation;
- exercises considerable initiative and professional judgment in relation to development and implementation of practices, procedures and policies;

- may be involved in management functions related to the development and evaluation of work organisation, organisational goals and objectives;
- may manage a single programme service or organisation, or a service with a limited range of programmes, that may include specialist services.
- A coordinator/manager employed at this level shall not be required to provide support, guidance, advice or supervision to other employees engaged to perform duties at this level or higher.
- An employee in a management position exercises a considerable level of accountability and responsibility for:
  - negotiating on behalf of the organisation within a framework determined by a board or committee or higher classified employee;
  - complex reporting requirements;
  - the organisation's involvement in multi-agencies arrangements, e.g. consortia;
  - the management of potential conflict of interest in relation to statutory requirements; and between clients and/or staff and/or committee;
  - Service/programme performance against service agreement/contract requirements.

## **COMMUNITY SERVICES EMPLOYEE - LEVEL 6**

### **Qualifications, Training and Experience**

- Relevant Degree with extensive experience; or
- Post Graduate qualification; or
- Relevant Diploma or Associate Diploma with extensive and comprehensive experience; or
- Attained through previous appointments, service and/or study, a level of skills sufficient to perform the duties required at this level.

Employees without formal qualifications and/or training, or equivalent skills may be required to undertake relevant study or training.

## **Characteristics of the Level**

A person employed at this level shall undertake a range of functions for which operational policies, practices and guidelines may need to be developed. An employee at this level may exercise managerial functions within an organisation or operate as a specialist, either as a member of a specialist team or independently.

General features of this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation or a section thereof, assist with or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programmes and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to represent the organisation and to collaborate with other organisations and government agencies in relation to the development of high level policy and practice standards.

Positions at this level will require responsibility for decision making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a programme, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.

The management of employees is normally a feature of this level and employees are responsible for larger organisation, and may supervise employees or volunteers in a number of programmes or disciplines and may involve professional supervision. Work may span more than one discipline.

Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate employees. Employees will be required to understand and implement effective employees' management and personnel practices.

Positions at this level may be identified by:

- Impact of activities undertaken or achievement of stated outcomes/objectives for the work area;
- The level of responsibility for decision making;
- The exercise of judgment;
- Delegated authority; and
- The provision of expert advice.

### **Requirements of the Job**

- Comprehensive, detailed knowledge of organisation programmes, procedures and policies, relevant work practices and the structure, functions and long term goals of the organisation;
- Comprehensive professional or specialist knowledge;
- Comprehensive knowledge of management practices and principles, where the position has significant management functions;
- High level written communication skills;
- Employees in a service delivery role are required to have highly developed specialist knowledge and skills relevant to provision of services to clients with high level, complex needs.

### **Indicative Task and Functions**

- Undertake significant projects and/or functions involving the use of analytical skills.
- Undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals.
- Exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single, specialist or multi programme service or organisation.
- Provide advice on matters of complexity within the work areas, including developing work practices and procedures; problem definition, planning and exercise of judgment.
- Provide advice on policy matters and contribute to their development.
- Negotiate on matters of significance to the organisation with other bodies and/or member of the public.
- Control and co-ordinate a work area or a larger organisation within budgetary and executive policy constraints.
- Exercise autonomy in establishing the operation of the work area.
- Provide a consultancy service for a range of activities and/or to a wide range of clients.
- Prepare comprehensive reports which may be require to meet external standards.

- Where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:
  - provide support to a range of activities or programmes;
  - control and co-ordinate projects;
  - contribute to the development of new procedures and methodology;
  - provide expert advice/assistance relevant to the work area;
  - supervise or support other specialised employees;
  - provide consultancy services for a range of activities;
  - Develop and provide specialised training programmes for professionals, students and community groups;
  - Mediate and resolve complex issues in a high risk context.

### **Responsibility**

An employee at this level:

- Works under broad or professional direction from a higher classified employee or committee or board;
- exercises a high degree of initiative and professional judgment and has significant delegated authority;
- may exercise managerial responsibility for a major single programme or a multi programme or specialist service/organisation, in relation to development, implementation and evaluation of policies, procedures and standards, strategic plans and long term objectives.
- has a high level of responsibility arising out of statutory obligations.

A coordinator/manager employed at this level shall not be required to provide support, guidance, advice or supervision to other employees engaged to perform duties at this level or higher.

## **COMMUNITY SERVICES EMPLOYEE - LEVEL 7**

### **Qualifications, Training and Experience**

- Qualifications generally beyond those normally acquired through a degree course, and experience in the field of specialist expertise; or

- Substantial post graduate experience; or
- Lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or
- Attained through previous appointments, service and/or study, a level of skills sufficient to perform the duties of the position.

An employee without formal qualifications and/or training, or equivalent skills, may be required to undertake relevant study or training.

### **Characteristics of the Level**

A person employed as a Community Services Employee - Level 7 shall either:

- exercise managerial responsibility for an organisation reporting to a committee or board of management; or
- operate as a senior specialist working under direction from and accountable to a higher classified employee.

General features of this level require the employee's involvement in the initiation and formulation of extensive projects or programmes which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.

Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or external to the organisation.

In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area. Positions may involve supervision of employees or volunteers across a range of programmes, services or disciplines.

Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.

Positions at this level will demand responsibility for decision making with the constraints of organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programmes and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programmes.

Positions at this level may be identified by the significant independence and critical impact of action within the constraints of the organisational policy.

## **Requirements of the Job**

- Detailed knowledge of policy, programmes, guidelines, procedures and practices of the organisation and external bodies;
- Detailed knowledge of statutory requirements;
- Detailed knowledge of relevant aspects of the industry of community social welfare services and government policy;
- Detailed professional knowledge, including an appropriate knowledge of principles and practices of effective management and work organisation.

## **Indicative Tasks and Functions**

- Undertake work of significant scope and complexity.
- Participate in high level forums with other organisations and government.
- Manage extensive programme with responsibility for standards of service delivery.
- Ensure compliance with relevant standards and statutory requirements.
- Promote and monitor the achievement of organisational objectives and corporate goals.
- Represent the organisation in forums and meetings with other organisations, peak bodies, national organisations and government.
- Provide significant input into research and development of programmes, policies and strategic planning on an industry-wide basis.
- Undertake duties of innovative, novel and/or critical nature with little or no professional direction.
- Undertake functions across a range of administrative, specialist or operational areas which include specific programmes or activities, management of services delivery and the provision of high level advice.
- Provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external.
- Manage extensive programme organisation with responsibility for service delivery at multiple worksites.
- Administer complex policy and programme matters.



- Evaluate and develop/revise methodology and techniques with the organisation and apply high level analytical skills in the attainment and satisfying of organisational objectives.
- Where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:
  - contribute to the development of operational policy;
  - assess and review the standards of work of other professional personnel/external consultants;
  - initiate and formulate organisational programmes;
  - implement organisational objectives within corporate goals;
  - develop and recommend ongoing plans and programmes;
  - negotiate on behalf of and represent the organisation at a high level, including with other organisations, peak bodies, national organisations and government;
  - significant input into research and development of programmes, policies and strategic planning on an industry-wide basis.

### **Responsibility**

An employee at this level:

- works under high level direction from, and is accountable to, board or committee of management, or a higher classified employee;
- exercises a high degree of initiative, judgement and decision making in respect of all aspects of service organisation and management;
- is responsible for all aspects of operations including effective service delivery, work organisation, quality assurance, financial and strategic planning, and research, development, implementation and evaluation of services and the organisation as a whole.

### **COMMUNITY SERVICES EMPLOYEE - LEVEL 8**

#### **Qualifications, Training and Experience**

- High level skills and or qualifications relevant to the requirements of the Level.

An employee without formal qualifications and/or training, or equivalent skills, may be required to undertake relevant study or training.

## **Characteristics of the Level**

An employee at this level shall have broad delegation in respect of all operational matters and areas of critical impact to the organisation's key result areas.

Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.

Positions at this level will carry responsibility for decision making under delegation consistent with organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programmes and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programmes.

## **Indicative Organisations**

The following are indicative of organisations that may engage an employee at this level:

- Multi-programme, multi-site organisations;
- Peak bodies with significant membership and or coverage;
- State wide organisations;
- State divisions or branches of national organisations;
- Other sectoral or industry representative bodies.

## **Requirements of the Job**

- High level theoretical knowledge and capacity in relation to strategic management of information, quality assurance and other organisational systems;
- Highly developed consultation skills with application to a wider diversity of stakeholders, including government departments agencies and whole of government, other organizations, businesses and individuals; including the development, implementation and evaluation of community consultation strategies;
- High level communication and analytical skills in relation to the development of governmental policies and strategies and industry/sector policy, standards;
- High level management skills in relation:
  - Management of compliance with internal and external standards, and statutory obligations under relevant legislation, with high level responsibility for compliance with statutory requirements; including the development,

- implementation and evaluation of protocols for operating in specific statutory environments;
- development, implementation and evaluation of systems for reporting to funding bodies;
- develop, implement and evaluate risk management and critical incident systems and strategies;
- identify and develop a professional development for staff and board/committee members.
- Highly developed skills and an 'executive' level of accountability and responsibility related to:
  - management complex reporting requirements;
  - management organisation's involvement in multi-agencies arrangements, e.g. consortia;
  - management potential conflict of interest in relation to statutory requirements;
  - manage change processes;
  - management service/programme performance against service agreement/contract requirements; and integrate service delivery and statutory requirements;
  - negotiate and manage service agreements;
  - negotiate contractual agreements of behalf of the organisation;
  - representation of the organisation in the media, develop media strategies and campaigns;
  - strategic organisation of campaigns and other activities related to legislative reform.
- Communication and organisational skills at a high level require related to:
  - the development, implementation or review of protocols and inter-service agreements;
  - consultative committees, working parties or reference groups;
  - high level interagency, agency-government negotiations;

- the development and implementation of systems to promote and ensure compliance with relevant standards and statutory requirements.

### **Indicative Tasks and Functions**

- Undertake work of significant scope and complexity and or critical nature with a high degree of autonomy and responsibility.
- Undertake functions across a range of administrative, specialist or operational areas which include specific programmes or activities, management of services delivery and the provision of high level advice.
- Provide authoritative specialist advice on policy matters and contribute to the development and review of policies, protocols and programmes, both internal and external.
- Represent the organisation or other organisations in high level forums with other organisations and government.
- Manage extensive programme organisation with responsibility for standards of service delivery at multiple worksites.
- Oversee all aspects of an organisation's operations; including the development and implementation of systems to promote and ensure compliance with relevant standards and statutory requirements.
- Manage the development, implementation and review programmes, policies and plans; which may include risk management, critical incident and reporting systems.
- Manage the achievement of organisational objectives and corporate goals.
- Negotiate on behalf of and represent the organisation at a high level, including with other organisations, peak bodies, national organisations and government.
- Provide significant input into research and development of programmes, policies and strategic planning on an industry-wide basis.
- Advocate and represent the interests and views of the organisation, and or other organisations, and or peak bodies and or national organisations to government and other significant policy making bodies.

## **Responsibility**

An employee at this level:

- works with high level delegation from, and is accountable to, board or committee of management;
- exercises a high degree of initiative, judgment and decision making in respect of all aspects of service organisation and management;
- is responsible for all aspects of operations including effective service delivery, work organisation, quality assurance, financial and strategic planning, and research, development, implementation and evaluation of services and the organisation as a whole;
- has a high level of responsibility for ensuring compliance with contractual, statutory requirements and obligations.

## **4. AGGREGATION OF PAYMENTS**

By mutual agreement negotiated after engagement in accordance with Part VII - Consultation And Dispute Resolution, Clause 3 - Structural Efficiency and Enterprise Flexibility, wages, shift loadings, on-call and sleepover allowances may be aggregated into a total weekly wage.

## **5. HIGHER DUTIES**

An employee who is directed to perform temporarily the duties of an employee of a higher classification, shall be paid at the higher rate for each day so worked.

## **6. SUPERANNUATION**

(a) Definitions

- (i) **'Tasplan'** means the superannuation fund established under the relevant Federal legislation.
- (ii) **'Hesta'** means the superannuation fund established under the relevant Federal legislation.
- (iii) **'Union'** means the Australian Municipal, Administrative, Clerical and Services Union or the Health Services Union of Australia, Tasmania No. 1 Branch.
- (iv) **'Eligible employee'** means a permanent employee engaged under this award; or a casual employee eligible under the provisions of the *Superannuation Guarantee Act*.

(v) **'Employer'** means an employer subject to this award.

(vi) **'Ordinary time earnings'** means the award rate of pay plus any shift loadings but excluding overtime payments.

(b) Fund

For the purpose of this award, contributions by employers in accordance with this clause shall be paid into Tasplan or Hesta or other superannuation funds approved in accordance with the relevant Act or regulation.

All employers bound by this award shall become party to Tasplan or Hesta or other scheme upon acceptance of the Trustees of that scheme of an application to become a participating employer of the scheme. The fund adopted by each employer shall be determined by agreement between the employer and employees concerned, provided that the employer shall make contributions on behalf of all eligible employees into only one of the nominated funds. In the event of a dispute the grievance settling procedure shall be applied.

(c) Contributions

The employer shall make a contribution in accordance with the provisions of the *Superannuation Guarantee Act* into an approved occupational superannuation fund for all eligible employees or as required by relevant legislation.

The employer shall not be required to make contributions in respect of unauthorised absences of at least one day or periods of unpaid leave.

Where requested by an employee, the employer shall deduct from wages and forward to the fund an employee contribution.

## **7. MINIMUM WAGE**

(a) Minimum Wage

No employee shall be paid less than the minimum wage.

(b) Amount of Adult Minimum Wage

(i) The minimum wage for full-time adult employees not covered by Clause 2 - Supported Wage System of this Part is \$558.10 per week.

(ii) Adults employed under a supported wage system clause shall continue to be entitled to receive the wage rate determined under that clause.

**PROVIDED** that such employees shall not be paid less than the amount determined by applying the percentage in the supported wage system clause

applicable to the employee concerned to the amount of the minimum wage specified in subclause (b)(i).

- (iii) Adults employed as part-time or casual employees shall continue to be entitled to receive the wage rate determined under the casual and part-time clauses of the award. **PROVIDED** that such employees shall not be paid less than pro rata the minimum wage specified in subclause (b)(i) according to the number of hours worked.

(c) How the Minimum Wage Applies to Juniors

- (i) The wage rates provided for juniors by this award continue to apply unless the amount determined under subclause (c)(ii) is greater.
- (ii) The minimum wage for an employee to whom a junior rate of pay applies is determined by applying the percentage in the junior wage rates clause applicable to the employee concerned to the relevant amount in subclause (b)(i).

(d) Application of Minimum Wage to Certain Employees

Due to existing applicable award wage rates being greater than the relevant proportionate minimum wage, this clause will not apply to employees falling within the scope of the National Training Wage (Tasmanian Private Sector) Award and Trainees undertaking an apprenticeship.

(e) Application of Minimum Wage to Award Rates Calculation

The minimum wage:

- (i) applies to all work in ordinary hours;
- (ii) applies to the calculation of overtime and all other penalty rates, superannuation, payments during personal leave, long service leave and annual leave, and for all other purposes of this award; and
- (iii) is inclusive of the arbitrated safety net adjustment provided by the July 2009 State Wage Case Decision (T.13471 of 2009) and all previous safety net and state wage case adjustments.

## PART IV - ALLOWANCES

### 1. ON CALL AND RECALL

#### (a) On Call Allowance

##### (i) Ordinary Rates

An employee required to be on call (i.e.) available to be recalled for duty or available for 'telephone duty' shall be paid an allowance of \$23.45 in respect of any specified 24 hour period or part thereof during which the employee is on call during the period commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday.

##### (ii) Weekend

The allowance shall be \$46.80 in respect of any other 24 hour period or part thereof.

#### (b) Recall

In addition to the on call allowance an employee recalled to duty shall be paid for a minimum of two hour's work inclusive of reasonable travelling time for each recall at relevant overtime rates. In respect of a recall in excess of two hour's work the employee shall be paid for each hour in which work is performed whether or not the full hour is worked, at relevant overtime rates.

**PROVIDED** that time reasonably spent travelling to and from work shall be regarded as time worked.

#### (c) Telephone Duty

In addition to the on call allowance, an employee who performs telephone duties shall be paid for a minimum of one hour's work for disturbance, whether as single disturbance of a maximum of one hour or two disturbances of a maximum of 30 minutes, whether or not the full hour is worked, at relevant overtime rates.

In respect of subsequent disturbances, the employee shall be paid for each 30 minute period in which duties are performed whether or not the full period is worked, at appropriate overtime rates.



## **2. SLEEPOVER**

- (a) **'Sleepover'** means a continuous period during which an employee is enabled by the employer to sleep over at the workplace, but is available to deal with any urgent situation which cannot be dealt with by another employee or be dealt with after the end of the sleepover period. An employee shall not be required to seek specific authorisation from the employer for such work, and shall record the hours worked.

The employer shall take all reasonable steps to enable the employee to sleep on the premises, including the provision of:

- (i) suitable accommodation and bedding in a single bedroom occupied only by the employee;
  - (ii) a bathroom or shower room, a toilet and a meal room, all reasonably accessible from the bedroom and reasonably private;
  - (iii) linen, cutlery, crockery and blankets, free of charge to the employee.
- (b) An employee shall only sleepover under the following conditions:
- (i) there is an agreement between the employer and employee in respect of each period;
  - (ii) a sleepover period shall consist of a maximum of eight continuous hours worked in conjunction with minimum of four hours paid at night shift rates in addition to the sleepover allowance contained in subclause (c) hereunder;
  - (iii) a sleepover period shall count as night shift hours in respect to calculation of overtime entitlements and limitations on shift work in Part V - Hours of Work, Shift Work And Overtime, Clause 1 – Hours of Work, Clause 2 - Shift Work, and Clause 3 - Overtime.
- (c)
- (i) An employee engaged on sleepover shall be paid an allowance of \$23.45 plus payment equivalent to one and a half hours pay that shall be deemed to be remuneration for one hour's work whether or not the employee is disturbed.
  - (ii) Where an employee is required to perform duties during the sleepover period, each disturbance shall be recorded and paid in multiples of one half hour's work.
  - (iii) The payment shall be deemed to be remuneration for one hour's work whether as a single disturbance of a maximum of one hour duration or two disturbances of a maximum of 30 minutes duration. In respect of subsequent disturbances the employee shall be paid for each 30 minutes in which work is performed, whether or not the full 30 minutes are worked, at the appropriate overtime rate.

### **3. FIRST AID ALLOWANCE**

An employee who holds a current first aid certificate issued by the St John Ambulance Association or Australian Red Cross Society or equivalent qualification, and who is required by his/her employer to perform first aid duty at his/her work-place shall be paid an allowance of \$12.10 per week.

### **4. MEAL BREAK AND MEAL ALLOWANCE**

(a) Meal Break

An employee shall not be required to work more than 5 hours continuously without a meal interval of not less than 30 minutes and not more than 60 minutes. By mutual agreement alternative arrangements may apply. Such meal interval shall not be counted as time worked, and the employee shall be free of all duty during such interval.

(b) Meal Allowance

An employee who works five hours (or more) ordinary time and is required to work more than one and a half hours after his/her ordinary finishing time, shall be provided with a suitable meal or be paid an allowance.

(c) Rate of allowance shall be \$15.40.

### **5. TELEPHONE ALLOWANCE**

(a) Where an employer requires an employee to install a telephone for the purposes of being on-call, the employer shall refund the installation costs.

(b) Where an employer requires an employee to maintain a telephone for the purposes of being on-call, the employer shall refund regular rental charges on production of receipted accounts.

**6. TRAVELLING AND MOTOR VEHICLE EXPENSES**

- (a) An employee working under this award who is required to use his/her own motor vehicle in the course of work shall be recompensed as follows:

Engine Size		Rate
<u>Non rotary</u>	<u>Rotary</u>	Cents per kilometre
1600 cc or less	800cc or less	57.6
1601 to 2000	801 to 1000	65.2
2000 to 3000	1001 to 1500	67.2
Over 3000	Over 1500	70.3

- (b) An employee required to travel by other means in connection with his/her work shall be reimbursed all reasonable travelling expenses so incurred with reasonable proof of such expense to be provided by the employee to the employer.
- (c) Where an employee is called on duty at night or other than his/her normal hours or on any non-working day, he/she shall be entitled to, in respect of travel between his/her home and place of work:
- (i) reimbursement for fares including taxi fares where public transport is not reasonably available; or
  - (ii) travelling allowance in respect of use of his/her own vehicle.

## PART V - HOURS OF WORK, SHIFT WORK AND OVERTIME

### 1. HOURS OF WORK

#### (a) Ordinary Hours

The ordinary full-time hours of work, exclusive of meal times, shall be 38 hours per week and shall be worked between 8.00 am and 6.00 pm Monday to Friday inclusive spread over these five days.

**PROVIDED** that ordinary hours shift work may be rostered Monday to Sunday in accordance with subclause (b).

By mutual agreement ordinary hours may be worked between 8.00 am and 10.00 pm.

**PROVIDED** that:

- (i) no more than 10 hours shall be worked as ordinary hours in one day;
- (ii) no more than 20 hours shall be worked between 6.00 pm and 10.00 pm in any fortnight.

#### (b) Maximum Hours

Subject to the provisions of this clause no more than 152 ordinary hours shall be worked in any four consecutive weeks, and not more than 45 hours shall be worked as ordinary hours in any one week.

Excluding shift work, no more than 10 hours shall be worked as ordinary hours in any one day.

#### (c) Part time employees hours

The ordinary hours for a part-time employee shall be specified and may only be varied by agreement, provided 14 days notice is given of any proposed variation.

Additional ordinary hours may be worked by mutual agreement.

**PROVIDED** that a maximum number of ordinary hours are agreed and specified, and all hours in addition to maximum ordinary hours as agreed are paid in accordance with Clause 3 - Overtime of this Part.

## **2. SHIFT WORK**

(a) Definitions

For the purpose of this award shift work shall mean a work cycle which regularly falls outside the ordinary hours as above and shall be defined as follows:

- (i) **'Day Shift'** is any shift other than an afternoon or night shift;
- (ii) **'Afternoon Shift'** means a shift finishing at or after 6.00 pm and at or before midnight;
- (iii) **'Night Shift'** means a shift commencing at or after 4.00 pm and before 6.00 am.

- (b) An employee working an afternoon shift shall be paid a shift loading of 15% of ordinary pay for the whole of such a shift.

An employee working a night shift shall be paid a shift loading of 20% of ordinary pay for the whole of such a shift.

- (c) Ordinary hours of shift work may be rostered Monday to Sunday inclusive.

**PROVIDED** that:

- (i) payment for work performed on a Saturday shall be at the rate of time and a half;
- (ii) payment for work performed on a Sunday shall be at the rate of double time;
- (iii) payment of work performed on a Holiday With Pay shall be at the rate of double time and a half.

The above rates shall be in substitution for, and not cumulative upon the shift allowances above.

By agreement time worked on Saturday, Sunday and Holidays With Pay may be compensated by a combination of payment and time off in lieu.

- (d) Ordinary hours of shift work shall not be less than four and not more than fourteen in each shift.

An employee's ordinary hours of shift work shall only exceed eight hours per shift when there is written agreement between the employee and employer on the following basis:

On average a maximum of 38 hours per week are worked and not more than 152 ordinary hours shall be worked in any 28 consecutive days.

Time worked beyond that specified above shall be deemed overtime.

- (e) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 8 consecutive hours off duty between the work of successive shifts. Where an employee works overtime between the end of a rostered period of duty and the commencement of the next rostered period of duty, such that the employee would not have at least 8 consecutive hours off duty, the employee shall be released after completion of such overtime worked until he/she has had eight consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (f) An employee shall not be required to work a shift in two or more periods.

**PROVIDED** that a shift that is worked between 6.00 am and 10.00 pm may be worked in two periods with the agreement of the employee. The break between period shall not exceed 4 hours.

### **3. OVERTIME**

- (a) Time worked outside or in excess of ordinary hours of work agreed with the authorisation of the employer shall be paid at the rate of time and a half for the first two hours and double time thereafter.

**PROVIDED** that overtime shall be paid at the rate of double time if:

- (i) an employee returns to work without having had at least eight hours break between each day's work;
  - (ii) a shift worker returns to work without having had at least a break of 96 hours in any fortnight taken in no more than two periods; or
  - (iii) it is worked after 10.00 pm Monday to Saturday.
- (b) Overtime worked on weekends or holidays with pay shall be paid at a minimum of two hours on each day (whether the full two hours is worked or not) at the following rates:
    - (i) Sundays - double time.
    - (ii) Holidays With Pay - double time and a half.

(c) Time Off in Lieu

- (i) By agreement with the employer an employee may take time off in lieu of payment of such overtime at the appropriate overtime rates specified above. By agreement overtime worked may be compensated by a combination of payment and time off in lieu.

**PROVIDED** that such agreement may be discontinued by mutual consent of both parties or at the request of one such party.

- (ii) By mutual agreement and subject to operational requirements time off in lieu may be taken:

- (1) in conjunction with a weekend;
- (2) in conjunction with annual leave; or
- (3) taken as consecutive days off.

- (iii) Time off in lieu accumulated in accordance with this clause shall be payable on termination.

- (iv) Once time off in lieu credits exceed ordinary weekly hours, for full-time and part-time employees, overtime shall be paid in accordance with paragraphs (i) and (ii) above.

**PROVIDED** that time off in lieu credits may be reduced by the equivalent addition to annual leave entitlements provided the period does not attract leave loading.

- (v) For the purpose of this award authorised overtime shall mean overtime that was either expressly authorised or arose out of the overtime policy or established guidelines of the employer or arose from an emergency or potential emergency situation.

(d) Requirement to work reasonable overtime

- (i) Subject to clause (ii) an employer may require an employee to work reasonable overtime at overtime rates.

- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (1) any risk to employee health and safety;
- (2) the employee's personal circumstances including any family responsibilities;

- (3) the needs of the workplace or enterprise;
- (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (5) any other relevant matter.

#### **4. MAKE UP TIME**

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of make up time provided that:

- (a) An employee may elect, with the consent of the employer, to work 'make up time' under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award.
- (b) An employee on shift work may elect, with the consent of their employer, to work 'make up time' under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.
- (c) An employee or the employees may choose to request a union party to this award, to represent their interests in negotiation referred to in subclause (a) of this clause.
- (d) Once a decision has been taken to introduce an enterprise system of make up time, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.
- (e) An employer shall record make up time arrangements in the relevant time and wages book, at each time this provision is used.

#### **5. ROSTERED DAYS OFF**

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of Rostered Days Off provided that:

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.



- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed by the employer, or subject to the reasonable notice by the employee or the employer.
- (d) An employee or the employees may choose to request a union party to this award to represent their interests in negotiation referred to in subclause (a) of this clause.
- (e) Once a decision has been taken to introduce an enterprise system of RDO flexibility, in accordance with this clause, its terms must be set on in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.
- (f) An employer shall record RDO arrangements in the relevant time and wages book, at each time this provision is used.

## **6. REST TIME**

An employee shall not be required to work for a period of more than 3 hours without being given a rest period of 10 minutes which shall count as time worked. By mutual agreement alternative arrangement may apply.

## PART VI - LEAVE AND HOLIDAYS WITH PAY

### 1. ANNUAL LEAVE

(a) Entitlement

(i) Standard Leave

A period of 4 working weeks leave shall be allowed annually to an employee (other than casual employees) after 12 months (less the period of annual leave) continuous service in the service of the same employer.

(ii) Shift Work Leave

In addition employees who are regularly rostered to work on weekends or holidays with pay as part of their ordinary hours or who are regularly rostered on-call on weekends shall be entitled to an additional one working weeks leave provided that to be entitled to additional leave, an employee works no less than 8 shifts on weekends per annum.

(b) All employees before going on leave shall be paid the amount of wages they would have received in respect of the ordinary time which they would have worked had they not been on leave during the relevant period.

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

(c) Leave Loading Shift Workers

(i) Employees other than shift workers shall receive a loading of 17.5% on the payment made for annual leave as above.

(ii) A shift worker (as defined) shall be paid during a period of annual leave an allowance of 17.5% of ordinary wages or projected shift roster payments, whichever is the greater. Projected shift roster payments shall include allowances prescribed in Part V - Hours of Work, Shift Work And Overtime, Clause 2 - Shift Work, and Part IV - Allowances, Clause 1 - On Call And Recall and Clause 2- Sleepover, which would have been paid had the employee not been on recreation leave.

**PROVIDED** that the allowance described in paragraphs (i) and (ii) hereof shall be paid on a maximum entitlement of 5 weeks per annum in the case of shift workers (as defined) and 4 weeks per annum for all other employees.

**'Shift worker'** shall mean an employee who regularly works in accordance with a roster which falls outside the ordinary hours as described in Part V - Hours of Work, Shift Work And Overtime, Clause 1 - Hours Of Work, subclause (a) - Ordinary Hours of this award.

(d) Leave to be Taken

Annual leave provided for in this clause shall be taken and except as provided in subclause (e) hereof, payment shall not be made in lieu thereof.

(e) Proportionate Leave on Termination of Service

If after one months continuous service an employee leaves his/her employment or the employment is terminated by the employer, the employee shall be paid his/her annual leave entitlement on a pro rata basis.

(f) Annual Leave Exclusive of Holidays With Pay

If a holiday with pay, as prescribed by this award, falls within an employee's period of annual leave, there shall be added one day for each holiday with pay so occurring.

(g) Broken Leave

Where the employer and employee so agree annual leave provided for by this clause may be taken in separate periods, provided that at least 3 of the 4 weeks are taken in periods of not less than one week. In the case of an employee described in subclause (a)(ii) provided that 4 of the 5 weeks are taken in periods of not less than one week.

(h) Sickness During Leave

An employee who becomes ill during the annual leave period, shall be entitled to personal leave instead of annual leave provided that he/she supplies the employer with a medical certificate stating the period of illness, and provided that he/she has sufficient accumulated personal leave credits. The annual leave not taken shall remain to the employee's credit.

## **2. BEREAVEMENT LEAVE**

(a) Death

An employee shall on the death of a person with whom the employee is a bona fide domestic relationship (eg. spouse, partner) or parent, child, step-child, brother, sister, step-parent, grandparent, father-in-law or mother-in-law be entitled on notice to leave up to and including the day of the funeral of such persons, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in three ordinary days work.

(b) Proof of such death shall be furnished by the employee to the satisfaction of the employee's employer. Provided however, that this clause shall have no operation

while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

(c) Other

On application by an employee, the employer may grant bereavement leave in the event of the death of other relatives or close friends not included in subclause (a) if in the opinion of the employer the granting of leave is justified on compassionate grounds. Such agreement shall not be withheld unreasonably.

(d) Definition

For the purpose of this clause the words '**spouse**' and '**partner**' shall include wife or husband from whom the employee is separated, and a person who lives with the employee in a bona fide domestic relationship.

(e) Unpaid Bereavement Leave

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

(f) Casual Employees and employees in receipt of a loading in lieu of paid leave

- (i) Subject to the evidentiary requirements in subclause (a) and (b) of this clause, casual employees and employees in receipt of a loading in lieu of paid leave are entitled to not be available to attend work, or to leave work upon the death in Australia of an immediate family or household member.
- (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Casual Employees and employees in receipt of a loading in lieu of paid leave are 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 entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

### **3. BLOOD DONORS**

(a) Paid Absence

A full-time or part-time employee (as defined) who is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay for the period involved on each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year.

**PROVIDED** that such employee shall arrange as far as practicable for his/her absence to be as close as possible to the beginning or the ending of ordinary working hours.

(b) Notification

Provided further that the employee shall notify his/her employer as soon as possible of the time and date upon which he/she is requesting to be absent for the purpose of donating blood.

(c) Proof of Attendance

Reasonable proof of the attendance of the employee at the recognised place for the purpose of donating blood and the duration of such attendance, shall be furnished by the employee to his/her employer.

#### **4. HOLIDAYS WITH PAY**

An employee shall be entitled to the following holidays without deduction in pay: New Years Day, Australia Day, Hobart Regatta Day (south of Oatlands), Recreation Day where Hobart Regatta Day is not observed, 8-Hour or Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day (as defined), Christmas Day, Boxing Day, or such other day or days as may be proclaimed in their stead as a general holiday with pay within the area within which employee's place of work is situated.

By mutual agreement, the above holidays with pay may be taken on alternate dates provided reasonable notice is given of proposed variation.

#### **5. LEAVE WITHOUT PAY**

(a) Employer's Discretion

On application by an employee, an employer may grant to an employee leave without pay.

(b) Continuity of Service

Leave granted in accordance with subclause (a) shall not constitute a break in continuous employment, but shall not be counted as part of the continuous period of employment for purposes of paid leave entitlements.

## **6. PARENTAL LEAVE**

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

### (a) Definitions

For the purposes of this clause:

- (i) **'Child'** means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the parent of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- (ii) **'Continuous service'** means service under an unbroken contract of employment and includes:
  - (1) any period of leave taken in accordance with this clause;
  - (2) any period of part-time employment worked in accordance with this clause; or
  - (3) any period of leave or absence authorised by the employer or by the award.
- (iii) **'Employee'** includes a part-time employee but does not include an employee engaged upon casual work, unless that work has been under a continuous contract of employment of at least 12 months.
- (iv) **'Female employee'** means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
- (v) **'Male employee'** means an employed male who is caring for a child borne of his spouse or a child placed with the employee for adoption purposes.
- (vi) **'Primary care-giver'** means a person who assumes the principal role of providing care and attention to a child.
- (vii) **'Spouse'** includes a de facto or a former spouse.

(b) Entitlement

- (i) After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For mothers, maternity leave provisions apply and for male employees, paternity leave provisions apply. Adoption leave provisions apply in the case of adoption.
- (ii) Subject to subclause (c)(vi), parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
  - (1) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
  - (2) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.
- (iii) Unless otherwise agreed between the employee and the employer, parental leave shall be granted and taken in accordance with the notice given by the employee as specified below.

(c) Maternity Leave

- (i) An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
  - (1) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least 10 weeks;
  - (2) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least 4 weeks.
- (ii) Where the employee gives notice under (d) (i) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse, and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- (iii) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or other compelling circumstances.
- (iv) An employee may commence maternity leave at any time within six weeks immediately prior to the expected date of birth.

- (v) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- (vi) Special Maternity Leave
  - (1) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
  - (2) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, special maternity leave.
  - (3) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid personal leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid personal leave, special maternity leave and parental leave, including paternity leave taken by her spouse, may not exceed 52 weeks.
- (vii) Transfer to a safe job
  - (1) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
  - (2) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.
- (d) Paternity Leave
  - (i) A male employee will provide to the employer at least 10 weeks prior to each proposed period of paternity leave:
    - (1) that a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place, and



- (2) written notification of the proposed dates on which the period of paternity leave will start and finish and
- (3) a statutory declaration stating:
  - (A) that period of paternity leave will be taken to become the primary care-giver of a child;
  - (B) particulars of any period of maternity leave sought or taken by the mother, and
  - (C) that for the period of paternity leave, the employee will not engage in any conduct inconsistent with their contract of employment.
- (4) The employee will not be in breach of this subclause if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

(e) Adoption leave

- (i) The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (ii) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
  - (1) the employee is seeking adoption leave to become the primary care-giver of the child;
  - (2) particulars of any period of adoption leave sought or taken by any other person in respect of that child, and
  - (3) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- (iii) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- (iv) Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

- (v) An employee will not be in breach of this subclause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of an adoptive parent or other compelling circumstances.
- (vi) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should 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. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

(f) Parental Leave and Other Entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

(g) Part time work

(i) Entitlement

With the agreement of the employer:

- (1) An employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- (2) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

(ii) Effect of Part-time Employment on Continuous Service

Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

(iii) Pro Rata Entitlements

Subject to the provisions of this subclause and the matters agreed to in accordance with this subclause, part-time employment shall be in accordance with the provisions of this award which shall apply pro rata.

(iv) Transitional Arrangements - Annual Leave

- (1) An employee working part-time under this subclause shall be entitled to any leave accrued in respect of a period of full-time employment, as if the employee was still working full-time, in the position held prior to taking leave.
- (2) (A) A full-time employee shall be entitled to annual leave accrued in respect of a period of part-time employment under this subclause, as if the employee was working part-time in the position held, immediately before resuming full-time work.  
  
(B) **PROVIDED** that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

(v) Transitional Arrangements - Personal Leave

An employee working part-time under this subclause shall have personal leave entitlements which have accrued under this award (including any entitlements accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

(vi) Part-time Work Agreement

- (1) Before commencing a period of part-time employment under this subclause the employee and the employer shall agree:
  - (A) that the employee may work part-time;
  - (B) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
  - (C) upon the classification applying to the work to be performed; and
  - (D) upon the period of part-time employment.
- (2) The terms of this agreement may be varied by consent.
- (3) The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
- (4) The terms of this agreement shall apply to the part-time employment.

(vii) Termination of Employment

- (1) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.
- (2) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

(viii) Extension of Hours of Work

An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with paragraph (vi).

(ix) Nature of Part-time Work

The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this award.

(x) Inconsistent Award Provisions

An employee may work part-time under this clause notwithstanding any other provisions of this award which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:

- (1) limiting the number of employees who may work part-time;
- (2) establishing quotas as to the ratio of part-time to full-time employees;
- (3) prescribing a minimum or maximum number of hours a part-time employee may work; or
- (4) requiring consultation with, consent of or monitoring by a union;

and such provisions do not apply to part-time work under this clause.

(h) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on parental leave or working part time in accordance with this clause.
- (ii) A replacement employee may be employed part-time. The provisions of this subclause in relation to annual leave and personal leave apply to the part-time employment of replacement employees.
- (iii) Before an employer engages a replacement employee under this paragraph, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced. Specifically, the employer must advise that the period of engagement is subject to variation or change in the event that the employee on leave exercises the right to vary the period of leave.
- (iv) Unbroken service as a replacement employee shall be treated as continuous service.
- (v) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(i) Return to Former Position after a Period of Parental Leave or Part Time Work

Unless otherwise agreed between employee and employer, and consistent with the provisions of this clause

- (i) An employee will give at least four weeks' notice prior of their intention to return to work after a period of parental leave or part time work in accordance with this clause.
- (ii) An employee will be entitled to the position which they held immediately before proceeding on parental leave or part time work. In the case of an employee transferred to a safe job pursuant to subclause (c)(vii) of this clause, the employee will be entitled to return to the position they held immediately before such transfer.
- (iii) During the period of parental leave an employee shall be entitled to return to work at any time, as agreed between the employer and the employee, provided that the employer may require notice of not more than four weeks.
- (iv) An employee shall be entitled to extend the period of parental leave on one occasion, provided that the employer may require notice of not more than four weeks.  
By mutual agreement between the employee and the employer, the period of leave may be further extended.

(j) Redundancy

- (i) If a position held by an employee prior to taking parental leave is likely to be made redundant before the employee returns to work, the employer must advise the employee of the impending redundancy, provide an opportunity for consultation and shall not disadvantage the employee by virtue of the taking of parental leave.
- (ii) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

(k) Right To Request Variation To Parental Leave Provision

- (i) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:
  - (1) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
  - (2) to extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
  - (3) 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 shall 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 adequate replacement staff, loss of efficiency and the impact on customer service.

(l) Communication During Parental Leave

- (i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
  - (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
  - (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

- (ii) The employee shall 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 shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with (l)(i).

## **7. PERSONAL LEAVE**

The provisions of this clause apply to an employee, other than one engaged as a casual, or a part-time employee in receipt of a loading in lieu of entitlements to paid leave as specified in Part II - Employment Relationship and Associated Matters, Clause 2 – Employment Categories, subclause (b) – Part-time Employees. The entitlements of casual employees and employees in receipt of a loading in lieu of an entitlement to paid leave are set out in subclause (k) - Casual Employees and employees in receipt of a loading in lieu of paid leave – Caring Responsibilities.

### (a) Definitions

The term 'immediate family' includes:

- (i) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and
- (ii) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

### (b) Amount of Paid Personal Leave

Paid personal leave is available to an employee, when they are absent:

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

### (c) In the event of an employee, other than one engaged as a casual, or a part-time employee in receipt of a loading in lieu of entitlements to paid leave, becoming sick and unfit for duty, the employee shall be entitled to leave of absence without deduction of pay subject to the following conditions and limitations:

(i) Worker's Compensation

An employee shall not be entitled to such leave of absence in respect of any period for which the employee is entitled to worker's compensation.

(ii) Period

An employee shall not be entitled in any one year to leave in excess of two weeks ordinary working time, plus unused personal leave accrued during previous years with the same employer. Provided that during the first three months of employment, personal leave shall accrue on the basis of 6.33 hours for each completed calendar month of service with the employer.

(d) Leave Cumulative

Personal leave shall be cumulative from year to year; and any unused personal leave shall be credited to the employee without diminution of subsequent year entitlements.

(e) Not Payable upon Termination

An employer shall not be required to make payment in respect of accumulated personal leave credits to an employee upon termination of employment.

(f) Personal Leave for Personal Injury or Sickness

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

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

- (i) An employee is entitled to use up to 10 days personal leave, including accrued leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause.

Leave may be taken for part of a single day.

- (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 paragraph (g)(i), beyond the limit set out in paragraph (g)(i). In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.



(h) Employee Must Give Notice

An employee shall as soon as practicable prior to the commencement of work inform his/her employer or place of work of his/her inability to attend work and as far as may be practicable state the nature of the illness or injury and estimated duration of absence.

(i) Evidence Supporting Claim

(i) An employee shall prove to the satisfaction of the employer that the employee was unable on account of such illness or injury to attend for duty on the days for which personal leave is claimed.

(ii) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

(j) Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements of subclauses (h) and (i) are met.

(k) Casual Employees or a part-time employee in receipt of a loading in lieu of entitlements to paid leave – Caring Responsibilities

Subject to the evidentiary and notice requirements in subclauses (h) and (i), casual employees or a part-time employee in receipt of a loading in lieu of entitlements to paid leave are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee or a part-time employee in receipt of a loading in lieu of entitlements to paid leave is not entitled to any payment for the period of non-attendance.

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

## PART VII - CONSULTATION AND DISPUTE RESOLUTION

### 1. CONSULTATION - PROCEDURES, CHANGE, REDUNDANCY

- (a) The parties to this award are committed to co-operating positively to increase the efficiency and productivity of those establishments covered by Part I - Application And Operation Of The Award, Clause 3 - Scope, and to enhance the career opportunities and job security of employees in these establishments.
- (b) At each enterprise or establishment the employer and the employees shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or establishment. At the request of member(s), the relevant union(s) shall be entitled to participate in the consultative mechanism and procedures. Measures raised by the employer, employees or union or unions for consideration consistent with the objectives of subclause (a) of this clause shall be processed through that consultative mechanism and procedures.

- (c) Introduction to Major Change

The employer shall notify and discuss with the employees affected, and if requested by member(s), the union(s), the introduction of major changes in program, organisation, structure or technology that are likely to have significant effect on employees, as soon as any such change is under consideration. Major change includes the case of a position becoming redundant, (i.e. where the employer no longer wishes the job the employee/s has been doing to be done by anyone) for any reason including reduction or cessation of funding.

For the purpose of this subclause, the employer shall provide all relevant information including the nature of the proposed changes, the effects such changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt attention to matters raised by the employees and/or the union in relation to changes.

**'Significant effects'** includes termination of employment; major change in the composition, operation or structure of the employer's work-force; changes in skills required, promotion opportunities or job security; changes in classifications, duty statements or job descriptions; alteration of hours, or transfer or retraining of employees.

The employer shall allow reasonable time for the employees concerned and/or the union to prepare proposals to avert or mitigate the adverse effects of the proposed change and shall give due and prompt attention to such options.

- (d) Where an employee is transferred to lower paid duties for reasons set out above, the employee shall be entitled to the same period of notice of transfer as applies in the case of termination and the employer may make a payment in lieu of notice equivalent to the difference between the former ordinary time rate and the new ordinary time rate for the number of weeks of notice still owing.

(e) Redundancy

In the case of a position becoming redundant:

- (i) During the period of notice of termination given by the employer and employee shall be allowed up to one days time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent.

For this purpose a statutory declaration will be sufficient.

- (iii) An employee who is made redundant may terminate his/her employment during the period of redundancy notice. In so doing the employee shall be entitled to the same benefits and payments under this clause as if he/she had remained with the employer for the period of notice, provided that the employee shall not be entitled to payment in lieu of the remainder of the period of notice.
- (iv) Advice to Employees

Where within one year of the date on which a particular employee is made redundant because of reduction or cessation of funding, funding is restored or the employer receives new or increased funding, and wishes to engage someone to perform the same or similar work as performed by the employee made redundant, the employer shall take reasonable steps to notify the former employee of the vacancy.

(f) Funding

- (i) Where the employer is aware that funds or funding is insufficient to guarantee continuous paid employment, the employer shall notify the employees concerned and the union, and shall meet with the employees concerned and the union to discuss measures to avert or mitigate adverse consequences for the employees.
- (ii) By mutual agreement, measures may include but shall not be limited to leave without pay, a temporary reduction in hours or alternative duties.
- (iii) The provisions above shall not limit the rights nor entitlements of the employee or employer under other relevant clauses of the award, and Clause 2 - Disputes and Grievance Procedures of this Part.

## 2. DISPUTES AND GRIEVANCE PROCEDURES

### (a) Employee Grievance

Any employee grievance other than that arising from the employer's concern about an employee's work performance or conduct shall be dealt with in the following manner:

- (i) in the first instance, the employee shall attempt to resolve the grievance with his/her immediate supervisor or employer;
- (ii) where such an attempt at settlement has failed, or where the grievance is of such a nature that direct discussion with the immediate supervisor would be inappropriate, the employee may notify an authorised representative of the union. The union may take the matter up with the employer and a meeting shall be arranged to take place as soon as practical after notification to the employer of the grievance.

### (b) Employee Counselling and Disciplinary Procedures

Employer concerns about work performance or conduct shall be dealt with in accordance with subclause (c) of this clause. **PROVIDED** that procedures established by an employer shall be deemed to satisfy the provisions of this clause where such procedures:

- (i) are consistent with the principles of natural justice, i.e. the employee is made aware of the concern and the required change in conduct or performance; given a reasonable opportunity to improve conduct or performance and the review of conduct or performance is fair;
- (ii) clearly identify the person or persons with the authority to address such concerns;
- (iii) provide for representation by the appropriate union if requested by the employee;
- (iv) provide for work performance or conduct counselling in the event of any employer concern;
- (v) provide for a written warning where disciplinary action or termination is proposed;
- (vi) provide for discussion between a representative of the appropriate union if requested by the employee/s and of management if the matter can not be otherwise resolved, and if not settled, referral to the Tasmanian Industrial Commission.

(c) Employee Counselling

(i) First Meeting

Where the employer has serious concerns about the work performance or conduct of an employee, an authorised representative of the employer shall notify the employee in advance that he/she wishes to counsel the employee. A counselling session shall be conducted on a one-to-one basis, or otherwise as appropriate, at a mutually convenient time as soon as practical.

- (ii) At such a counselling session, the employer's representative shall outline the employer's concerns. Where it is agreed that a problem exists, the meeting shall attempt to reach an agreement on action to resolve the problem and where appropriate a timetable for review of the action taken. The parties shall separately or jointly prepare (as soon as possible) a record of the relevant facts and outcome of the meeting, to be placed on the employee's personnel file.

This record and all information concerning the discussions, except the outcome of the meeting, shall remain strictly confidential between the parties attending the meeting (except by agreement of all parties). The employee's personnel file shall be kept in a secure place and shall be accessible to all parties present at the meeting.

- (iii) Where the union notifies the employer's representative that in its view such further counselling session/s are not appropriate, it may seek a meeting with the representative in lieu of the counselling session/s, to take place as soon as practical. The meeting shall consist of an equal number of one or two representatives of each party, unless otherwise agreed.

(iv) Second Meeting

Where it is agreed that action taken to deal with the problem should be reviewed or where after a reasonable period (normally four weeks) the employer still has serious concerns about the same matter, a further counselling session or meeting shall take place as above.

- (v) Where the concerns relate to allegations of harassment or intimidation on the basis of age, gender, ethnicity, sexuality or physical disability, subclause (iv) shall not apply.

(d) Disputes Concerning a Written Warning

(i) Written Warning

Where the above procedure does not resolve the employer's concerns and where the employer believes that disciplinary action or termination is justified, the employer shall give the employee a written warning.

The warning shall:

- (1) outline the employer's concerns and the facts relied on to justify the warning;
  - (2) outline the change in conduct or performance required;
  - (3) give the employee a reasonable and specified period to change performance or conduct; and
  - (4) outline the action proposed if conduct or performance is not changed.
  - (5) Include a copy of this clause. A copy of the warning sent promptly to the union office, in the case of union member, if requested by the employee.
- (ii) Where such a written warning has been provided to the union, the employer shall give the union reasonable opportunity to meet with the employer to discuss any concerns the union may have relating to the warning before dismissal action is taken, provided employer decision-making on dismissal is not unduly delayed. Such meeting shall normally comprise a balanced number of employer and union representatives. At that meeting the parties shall make a genuine attempt to resolve the problem other than by dismissal.

(e) Disciplinary Action and Termination of Employment

Except in circumstances justifying summary dismissal, no action shall be taken by the employer to discipline or terminate the employment of the employee on the grounds of employee performance or conduct unless the procedures in this clause have first been followed.

- (f) While the above procedure is being followed work shall continue as normal where it is agreed that there is an existing custom or practice. No party shall be prejudiced as to the final settlement by continuation of work in accordance with this subclause.

Nothing in this procedure shall restrict the employer's right to summarily dismiss an employee where this is justified.

- (g) In the event that conciliation between the employer and the employee, or/and the union fails to resolve the dispute, either party may refer the matter to the Tasmanian Industrial Commission.

### **3. STRUCTURAL EFFICIENCY AND ENTERPRISE FLEXIBILITY**

The parties are committed to modernising the terms of the award so that it improves the efficiency of the services operated by employers bound by the award, provides for more flexible working arrangements, improves the quality of working life of employees and assists positively in the restructuring process.

The parties commit themselves to the following principles:

- (a) The union is prepared to discuss all matters raised by the employers for increased flexibility and efficiency.
- (b) The parties affirm their in-principle agreement to review the award classification structure and related job definitions against the needs of employers, the work requirements and skill levels of employees in the industry, to generally enable employees to perform a wider range of duties as appropriate.
- (c) The parties commit themselves to the development of career paths in the industry and a system of advancement based upon skills acquisition and enhancement, and will continue to co-operate in the development of training and other measures to introduce such a system.
- (d) The parties are prepared to discuss all structural efficiency matters raised by employers and employees in any individual work site covered by the award, and agreements in accordance with the provisions of this award may be concluded, subject to the following conditions:
  - (i) the employee/s affected by the change must genuinely agree to the change;
  - (ii) the agreement taken as a whole shall not confer a lesser benefit to any employee than is available under the award;
  - (iii) at the request of union members, the relevant union or unions shall be advised by the employer of the intention to commence discussions with employees on an agreement under this clause; and
  - (iv) the relevant union shall not unreasonably oppose any agreement.
- (e) Any such agreement shall be signed by the parties being the employer and the employee/s, and, as applicable, the union/s, and contain the following:
  - (i) the term of the agreement;
  - (ii) the parties covered by the agreement;
  - (iii) the classes of employees covered by the agreement;
  - (iv) the means by which a party may retire from the agreement;



- (v) the means by which the agreement may be varied;
- (vi) where appropriate, the means by which disputes arising in respect to the agreement may be resolved.

## **PART VIII - AWARD COMPLIANCE AND UNION RELATED MATTERS**

### **1. NOTICE BOARD**

In any work-place with more than 5 employees the employer shall provide a notice board of reasonable dimensions to be erected in a prominent position in the establishment upon which accredited union representatives shall be permitted to post formal union notices, signed or countersigned by the representative posting same, provided that in a work-place with more than one employer, one notice board may be shared for the whole building.

### **2. NOTIFICATION OF AWARD**

A copy of this award shall be kept in a convenient place accessible to all employees.

### **3. UNION DELEGATES**

An employee appointed as a job delegate, upon notification by the union to the employer, shall be recognised as the accredited representative of the union and he/she shall be allowed reasonable time during working hours to make representations to the employer on matters affecting the employees he/she represents and further shall be allowed reasonable time during working hours to attend to matters affecting the union or employees and to consult with employees.

P C Shelley  
**DEPUTY PRESIDENT**

3 August 2009