

**TASMANIAN INDUSTRIAL COMMISSION**  
**Industrial Relations Act 1984**  
s23 application for award or variation of award

**The Minister Administering the State Service Act 2000**  
(T15051 of 2023)

DEPUTY PRESIDENT ELLIS

HOBART, 1 AUGUST 2023

Award variations – salary tables updated - adjustment to wage related allowances mechanism increased by 2.35% - miscellaneous amendments to include “normal salary rate” to replace normal rate of pay reference - additional 12 weeks of paid parental leave to secondary caregiver - renumbering clauses to reflect new location of subclause – salary table and work-related allowances effective from the first full pay period commencing on or after 1 July 2022, in line with award mechanism – miscellaneous amendments effective from the first full pay period commencing on or after 1 December 2022

**ORDER BY CONSENT –**

**AWU (TASMANIAN STATE SECTOR) AWARD**

**No. 4 of 2023**  
**(Consolidated)**

THE FOLLOWING CLAUSES ARE VARIED AND THE AWARD IS CONSOLIDATED:

IN PART I – APPLICATION AND OPERATION OF THE AWARD  
CLAUSE 4 – DATE OF OPERATION  
CLAUSE 6 – SUPERSESION

IN PART II – SALARIES AND RELATED MATTERS  
CLAUSE 3 – SALARIES  
CLAUSE 8 - SUPERANNUATION

IN PART IV – EXPENSE AND OTHER ALLOWANCES  
CLAUSE 6 – FIRST AID CERTIFICATE ALLOWANCE  
CLAUSE 7 – TESTING AND TAGGING ALLOWANCE  
CLAUSE 8 – COXSWAIN’S CERTIFICATE ALLOWANCE  
CLAUSE 9 – DIVING ALLOWANCES

IN PART VI – HOURS OF WORK AND OVERTIME FOR DAY WORK  
CLAUSE 6 – AVAILABILITY

IN PART VII – LEAVE AND HOLIDAYS WITH PAY  
CLAUSE 2 – PARENTAL LEAVE

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

### **1. TITLE**

This award is to be known as the "AWU (Tasmanian State Sector) Award".

### **2. SCOPE**

This award shall apply in respect of the employment of all employees in work done or in connection with the following:

- (a) Construction, alteration, repair and maintenance of railways, tramways, roads, freeways, causeways, aerodromes, civil engineering works, gardens, parks, reserves, fences, racetracks, walking tracks, drains, dams, weirs, bridges, overpasses, underpasses, channels, waterworks, pipe tracks, tunnels, water and sewerage works, conduits, and all concrete work and preparation incidental thereto.
- (b) Forestry, Horticulture, Agriculture including Dairy Farming, Aquaculture and Mariculture.
- (c) Land clearing, preparation, maintenance and protection.
- (d) Soil conservation, vermin and noxious weed control and eradication.

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

This award shall come into operation from 16 August 2023.

#### **5. AWARD INTEREST**

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

The Australian Workers' Union, Tasmania Branch

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

The Minister administering the *State Service Act 2000*.

- (c) All employees who are covered by classifications contained in this award.

#### **6. SUPERSESSSION**

This award incorporates and supersedes the AWU (Tasmanian State Sector) Award No 3 of 2023 (Consolidated).

#### **7. DEFINITIONS**

In this award, unless the contrary intention appears:

**'Casual employee'** means a fixed term casual employee as defined by Part 1, clause 8 of this Award

**'Employee'** means a person who is employed pursuant to the provisions of sections 37(3)(a) and 37(3)(b) of the *State Service Act 2000*.

**'Employer'** means the Minister administering the *State Service Act 2000*.

**'fire season'** the period during which wildfires are likely to occur, spread and do sufficient damage to warrant organised fire control in Tasmania the length of the season varies from year to year.

**'Normal salary rate'** means an employee's normal salary exclusive of all allowances and penalty payments as prescribed by Part II – Salary and Related Matters, Clause 3 Salaries of this Award.

**\*'Call out'** means the circumstances in which an employee, as a consequence of being called out, actually returns to the workplace or a place of work.

**'Employee organisation'** means The Australian Workers' Union, Tasmania Branch

## **8. EMPLOYMENT CATEGORIES**

In this award, unless the contrary intention appears:

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

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

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

**'Fixed-term casual employee'** means a person engaged on an irregular basis and at short notice and where the offer of engagement may be accepted or rejected on each and every occasion, thus excluding a casual employee from being placed on a regular employment roster, and is paid a loading in addition to the normal salary rate in lieu of paid leave entitlements and Holidays with Pay as prescribed by Part VII – Leave and Holidays with Pay of this award. The loading paid to a casual employee is set out in Part II – Salaries and Related Matters, Clause 1 of this Award.

## **9. CONTRACT OF EMPLOYMENT**

- (a) Except as otherwise provided by the *State Service Act 2000*, employment is by the fortnight. Any employee not specifically engaged as a casual employee is deemed to be employed by the fortnight.
- (b) An employee (other than a casual employee) who is willing to work his or her normal ordinary hours of work, is entitled to be paid a full fortnight's salary at a rate fixed by this award or relevant industrial agreement.
- (d) A casual employee is to be given a minimum of two hours work or pay on each occasion they are required to attend work unless otherwise mutually agreed by the employee, employer and relevant union.

## **10. ABANDONMENT OF EMPLOYMENT**

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



## **11. TERMINATION OF EMPLOYMENT**

The provisions of this clause are to be read in conjunction with, and subject to, the provisions of ss.43, 44 and 45 of Part 7 of the *State Service Act 2000*.

### **(a) Notice of termination by employer**

- (i) In order to terminate the employment of an employee other than a fixed term employee (including a casual employee), the employer shall give to the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (ii) In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- (iii) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- (iv) In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- (v) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal.
- (vi) Notwithstanding the foregoing provisions, trainees who are engaged for a specific period of time shall, once the traineeship is completed and provided that the trainees' services are retained, have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of the traineeship and is re-engaged by the employer within six months of such termination, the period of traineeship shall be counted as service in determining any future termination.
- (vii) Termination of all casual engagements whether the employee has commenced work or not, shall require one day's notice on either side or the payment or forfeiture of one day's pay as the case may be.
- (viii) Notice given at or before the usual starting time of any ordinary working day shall be deemed to expire at the completion of that day's work.

- (ix) For the purpose of this clause, continuity of service shall be calculated in the manner prescribed in Part VI, Clause 5(c).
- (b) Notice of termination by an employee
  - (i) The notice of termination required to be given by an employee is the same as that required of the employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
  - (ii) If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.
- (c) Time off during notice period

Where the employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

- (d) Summary Dismissal

The employer has the right to dismiss an employee for serious misconduct or serious neglect of duty and in such circumstances the normal salary rate, allowances, penalty payments and accrued entitlements are to be paid up to the time of dismissal only.

## **12. WORK, HEALTH AND SAFETY**

- (a) For the mutual benefit of the parties the employer and employees are required to acknowledge, commit to and assume responsibility for maintaining a safe and healthy work environment in accordance with applicable legislation.
- (b) The employer and employees will aim to achieve best practice in preventing and minimising workplace injuries, illnesses and absences from work in order to:
  - (i) Improve workplace health and safety performance;
  - (ii) Improve return to work performance; and
  - (iii) minimise human and workplace costs of injury or illness
- (c) Extended absence from the workplace through illness or injury

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

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

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

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

## **PART II – SALARIES AND RELATED MATTERS**

### **1. CALCULATION FOR THE PAYMENT OF SALARY**

#### **(a) Calculation of Fortnightly Salary**

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

$$1 \div 26 \times \text{'Annual Salary'} \times 10 \div \text{'Working Days in Relevant Financial Year'} \times 26$$

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

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

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

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

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

#### **(c) Calculation of Hourly Rate for Casual Employees**

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

(ii) Further a casual employee is to be paid shift allowances calculated on the normal salary rate excluding the casual loading, with the casual loading component then added to the new rate of pay; and

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

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

#### **(d) Casual Loading**

The casual loading for employees is:

(i) 20% in effect at the date of operation of this Award

(ii) 23% effective from the first full pay period commencing on or after 1 July 2014

- (iii) 24% effective from the first full pay period commencing on or after 1 July 2015;  
and
- (iv) 25% effective from the first full pay period commencing on or after 1 July 2016

## **2. PAYMENT OF SALARY**

### **(a) Timing of Payment**

Wages due to an employee including overtime are to be available not later than the usual time the employee ceases work at intervals of not more than two weeks and not later than Wednesday, except where it has been customary to pay on Thursday.

When a public holiday falls on a normal pay day wages are to be made available on the last working day prior to the public holiday.

### **(b) Method of Payment**

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

### **(c) Waiting Time Payments**

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

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

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

- (ii) Subject to subclause (c)(iii) the provisions of subclause (c)(i) do not apply in circumstances whereby payment of wages is not made on pay day but the employer and employee agree to an alternative arrangement for payment.
- (iii) Should, however the employer fail to make payment in accordance with the terms of the alternatively agreed arrangement as provided for in subclause (c)(ii), the employee is deemed to have been kept waiting for payment since pay day and is entitled to payments in accordance with subclause (c)(i) until such time as payment is effected.
- (iv) Allowances prescribed by any award, other than allowances linked to the employee undertaking additional responsibilities are not to be taken into account in the calculation of waiting time rates prescribed in subclause (c)(i).

- (v) No employee is to receive in the aggregate more than overtime rates for each hour the employee is kept so waiting, whether that employee is at work or not.
- (d) **Waiting Time Payments Not Payable**
  - (i) An employee kept waiting for wages for more than a quarter of an hour after the usual time for ceasing work on the normal pay day due to circumstances beyond the control of the employer is not to be provided with waiting time payments as prescribed in subclause (c) of this clause.
  - (ii) In circumstances where payment of wages is delayed due to reasons beyond the control of the employer, the employer is to do all things reasonable and possible to arrange an alternative method of payment as soon as it becomes known to the employer that the employee's pay will be delayed.
- (e) **Advice of Pay Details**
  - (i) Pay advice details must at least include the requirements prescribed by the *Industrial Relations Act 1984*.
  - (ii) Pay advice details may be provided by way of an electronic employee self-service system (ESS), where appropriate.
- (f) **Payment on Termination of Employment**
  - (i) Where employment is terminated, all wages due are, where practicable, to be paid to the employee on the day of termination.
  - (ii) If payment on the day of termination is not practicable, the employer is to, on the next working day of the pay office, forward all wages due to the employee to the employee's recorded home address, or any other arrangement for payment as may be agreed between the employer and the employee.
  - (iii) Part 2 (State Service Salaries) of the Financial Management and Audit Regulations 2003 provides for the payment of salary after death.

### **3. SALARIES**

#### **a) Salaries for the General Stream**

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

General Stream

<b>Band</b>	2.1% from ffppcoa 1/12/2018	0.25% from 19/8/2019	2.3% from ffppcoa 1/12/2019	2.3% from ffppcoa 1/12/2020	2.35% from ffppcoa 1/12/2021
B1-R1-1	\$43,721	\$43,830	\$44,838	\$45,869	\$46,947
B1-R1-3	\$46,753	\$46,870	\$47,948	\$49,051	\$50,204
B1-R2-2	\$49,780	\$49,904	\$51,052	\$52,226	\$53,453
B1-R2-4	\$52,626	\$52,758	\$53,971	\$55,212	\$56,509
B1-R2-5	\$53,378	\$53,511	\$54,742	\$56,001	\$57,317
PROMOTION					
B2-R1-2	\$55,229	\$55,367	\$56,640	\$57,943	\$59,305
B2-R1-3	\$56,243	\$56,384	\$57,681	\$59,008	\$60,395
B2-R1-4	\$57,306	\$57,449	\$58,770	\$60,122	\$61,535
B2-R1-5	\$58,699	\$58,846	\$60,199	\$61,584	\$63,031
B2-R1-6	\$59,547	\$59,696	\$61,069	\$62,474	\$63,942
PROMOTION					
B3-R1-2	\$62,029	\$62,184	\$63,614	\$65,077	\$66,606
B3-R1-3	\$63,269	\$63,427	\$64,886	\$66,378	\$67,938
B3-R1-4	\$64,490	\$64,651	\$66,138	\$67,659	\$69,249
B3-R1-5	\$66,166	\$66,331	\$67,857	\$69,418	\$71,049
B3-R1-6	\$67,161	\$67,329	\$68,878	\$70,462	\$72,118
PROMOTION					
B4-R1-2	\$69,472	\$69,646	\$71,248	\$72,887	\$74,600
B4-R1-3	\$71,281	\$71,459	\$73,103	\$74,784	\$76,541
B4-R1-4	\$73,191	\$73,374	\$75,062	\$76,788	\$78,593
ADVANCED ASSESSMENT POINT					
B4-R2-2	\$74,427	\$74,613	\$76,329	\$78,085	\$79,920
B4-R2-3	\$76,362	\$76,553	\$78,314	\$80,115	\$81,998
B4-R2-4	\$78,916	\$79,113	\$80,933	\$82,794	\$84,740
B4-R2-5	\$80,105	\$80,305	\$82,152	\$84,041	\$86,016
PROMOTION					
B5-R1-2	\$83,442	\$83,651	\$85,575	\$87,543	\$89,600
B5-R1-3	\$85,552	\$85,766	\$87,739	\$89,757	\$91,866

ADVANCED ASSESSMENT POINT					
B5-R2-1	\$86,776	\$86,993	\$88,994	\$91,041	\$93,180
B5-R2-2	\$87,573	\$87,792	\$89,811	\$91,877	\$94,036
PROMOTION					
B6-R1-2	\$91,598	\$91,827	\$93,939	\$96,100	\$98,358
B6-R1-3	\$93,430	\$93,664	\$95,818	\$98,022	\$100,326
B6-R1-4	\$96,482	\$96,723	\$98,948	\$101,224	\$103,603
ADVANCED ASSESSMENT POINT					
B6-R2-2	\$98,941	\$99,188	\$101,469	\$103,803	\$106,242
B6-R2-3	\$100,682	\$100,934	\$103,255	\$105,630	\$108,112
B6-R2-4	\$102,414	\$102,670	\$105,031	\$107,447	\$109,972
B6-R2-5	\$103,724	\$103,983	\$106,375	\$108,822	\$111,379



#### **4. SALARY PROGRESSION, ADVANCEMENT ASSESSMENT AND PERFORMANCE MANAGEMENT**

(a) Classification and Progression

(i) For the purposes of this clause:

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

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

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

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

(b) Subject to this award, progression from one band to another is via promotion.

Progression from one range to another is via Advancement Assessment.

Progression within a range is via progression criteria. An employee may advance through more than one salary level within the same band on the same date, as determined by the employer.

(c) The new level of salary is payable immediately an advancement or progression has effect

(d) Appointment or promotion may be to any level within a band, as determined by the employer.

(e) Performance Management Plan

(i) Progression within a salary band from one level to the next is to occur on the anniversary date of appointment predicated upon an assessment of the requirements established in the employee's performance management plan from the previous 12 months and certification that performance has been satisfactory.

(ii) Performance for progression is determined through a performance management plan. The performance management plan must, as a minimum contain:

- (1) A listing of the performance outcomes and specific requirements for an individual employee according to the duties and responsibilities required by their role;
- (2) Be reviewed annually and involve at least one discussion between the employee and their manager;
- (3) Involve a discussion concerning the employee's training and development's needs;
- (4) Include a clear statement of outcomes including whether the employee's performance has met the required standards and agreed training or

development needs have been undertaken, whether salary progression will be approved and/ or any action is being considered where underperformance is identified.

- (iii) The employer is to advise the employee of the time of the performance management discussion and of any relevant issues pertaining to it. The employee is to be allowed sufficient time to prepare and to participate in the discussion in a diligent manner.
- (iv) The employee is not to be disadvantaged by any delay in the timing of the performance management plan discussion and progression within a salary band from one level to the next is to occur on the employee's anniversary date if assessment is satisfactory and the employee is available to undertake the assessment.

## **5. APPRENTICES AND TRAINEES**

The salaries in this clause are those applicable on translation and the salaries after this date are as specified in Clause 3 of this Part.

**"AQF"** means Australian Qualification Framework

**'Approved training'** means training undertaken (both on and off the job) in a traineeship involving formal instruction, both theoretical and practical and supervised practice in accordance with a traineeship scheme approved by the Tasmanian State Training Authority (the Authority).

For the purpose of this definition, the training will be accredited by and lead to qualifications being issued under the Australian Qualifications Framework (AQF) Level II, III or IV.

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

**'Trainee'** means a person employed under the provisions of the *State Service Act 2000* and who is bound by a traineeship Agreement made in accordance with this award.

**'Traineeship Agreement'** means an agreement made between the employer and trainee for a traineeship and which is registered with the Authority.

For the purpose of this definition, a Traineeship Agreement is to be made in accordance with the traineeship scheme and is not to operate unless this condition is met.

**'Traineeship scheme'** means an approved traineeship applicable to a group or class of employees employed under the *State Service Act 2000*.

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

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

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

- (i) The salary on commencement for an employee undertaking a traineeship, or equivalent, is B1-R1-1.
- (ii) The trainee employee salary commences in B1-R1-1 and progresses through to B1-R2-5, subject to meeting the performance requirements of the satisfactory completion of each stage of the traineeship and satisfactory work performance.
- (iii) The trainee employee is eligible for advancement through the Advancement Assessment Points in Band 1, subject to satisfying the traineeship requirements.

<u>Year 10</u>	<u>Year 11</u>	<u>Year 12</u>	<u>Band</u>
Entry			B1-R1-1
	Entry		B1-R1-3
		Entry	B1-R2-2
		Year 12 only 2 <sup>nd</sup> year	B1-R2-4
Completion	Completion	Completion	B1-R2-5

(B) SALARIES FOR CERTIFICATE III – APPRENTICESHIP – TRADESPERSON

- (i) The salary of an apprentice or trainee trade employee commences at B1-R1-1 and progresses through to B3-R1-2 without the requirement for promotion, subject to meeting the performance requirements of the satisfactory completion of each stage of the training qualification and satisfactory work performance. They are then eligible to advance through other progression points in Band 3.
- (ii)

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

Stage 2	Stage 2			B1-R2-4
		Stage 2	Stage 2	B1-R2-5
Stage 3	Stage 3	Stage 3	Stage 3	B2-R1-2
Stage 4	Stage 4	Stage 4	Stage 4	B2-R1-4
On completion	On completion	On completion	On completion	B3-R1-2

- (ii) The minimum salary on commencement for an employee undertaking trade value work requiring an essential trade qualification and for which a trade qualification of AQF Certificate III (that is Trades Certificate requiring a nominal 960 hours of training or equivalent delivered by a Registered Training Organisation) is required, is B3-R1-2.

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

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

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

- (iii) The salary on completion of the trade's qualification of Certificate IV (Special Class) at a minimum is that of B3-R1-3, otherwise the salary continues at the rate for the classification of the work undertaken by the employee.

(D) SALARIES FOR DIPLOMA – APPRENTICESHIP – ADVANCED TRADESPERSON,  
DIPLOMA FOR TECHNICAL TRAINEE

- (i) The salary of an apprentice/technical trainee commences in B1-R1-3 and progresses through to B3-R1-3 without the requirement for promotion, subject to meeting the performance requirements of the satisfactory completion of each stage of the qualification and satisfactory work performance. They are then eligible to advance through other progression points in Band 3.
- (ii) The technical trainee is eligible for advancement through the Advanced Assessment Points in Band 1 subject to satisfying the performance requirements stated above.

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

- (iii) The minimum salary on commencement for an employee undertaking technical work and for which a technical qualification of Diploma, or equivalent, is an essential qualification is B3-R1-3.

(E) SALARIES FOR ADVANCED DIPLOMA – TECHNICAL TRAINEE

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

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

(F) MINIMUM ADULT WAGE RATES – ADULT APPRENTICESHIPS

- (i) When a person, employed in the State Service, enters into a contract of training as an adult apprentice pursuant to the provisions of the *Vocational Education and Training Act 1994*, the employee is not to suffer a reduction in salary as a consequence of entering into a contract of training, unless the salary exceeds B2-R1-2 (Stage 3).
- (ii) The rate of salary the adult apprentice is to receive is that of the classification of work in which the adult apprentice was engaged immediately prior to entering into the contract of training, subject to a maximum of the salary specified for B2-R1-2. A salary in excess of B2-R1-2 may continue to be paid at the discretion of the relevant Head of Agency.

(G) SALARIES FOR SCHOOL BASED APPRENTICESHIPS

(i) Definition

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

(ii) Wage Rates

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

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

(iii) Off-The -Job-Training

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

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

(iv) Duration of Apprenticeship

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

(v) Progression Through Wage Structure

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

The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

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

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

(vii) Award Entitlements

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

## **6. TERMS OF APPRENTICESHIPS/TRAINEESHIPS**

(a) Competency Based Training

(i) Apprenticeships/traineeships under this award are competency based.

The actual time taken to complete an apprenticeship/traineeship will therefore vary depending upon factors such as the intensity of training and the variety of work experience.

(ii) The nominal period of the apprenticeship/traineeship is to be four years, however, this period may be varied as follows:

(1) With the approval of the Office of Post Compulsory Education & Training, to recognise prior learning including vocational education and training in school, pre-apprenticeship programs and other prior learning, the nominal period of the contract may be shortened to reflect the proportion of the competencies already acquired.

(2) It may be extended to enable the apprentice/trainee to complete the competencies.

(iii) Notwithstanding the nominal period, the apprenticeship/traineeship is to be completed in shorter period when:

- (1) The qualification specified in the Training Agreement is successfully completed; and
  - (2) The apprentice/trainee has the necessary practical experience to achieve competency in the skills covered by the Training Agreement. The determination as to whether this condition has been met is to be by agreement between the Registered Training Organisation, the employer and the apprentice. Where there is a disagreement concerning this matter the matter may be referred to the Tasmanian State Training Authority for determination; and
  - (3) The requirements of the Office of Post Compulsory Education & Training and any requirements of the relevant National Industry Skills Council in respect to demonstration of competency and any minimum necessary work experience requirements are met; and
  - (4) In respect to trades where there are additional licensing or regulatory requirements under Tasmanian State legislation, when these requirements are met.
- (iv) The salary rates applying to apprenticeships based on competency based training progression are as set out in Clause 5 of this Part.

(b) Terms of Trades Apprenticeship/Traineeship

Upon the attainment of 100% of the total competency units for the relevant Certificate qualification specified in the training agreement and subject to subclause (b) of this clause an apprentice/trainee will exit with the relevant Certificate qualification

<u>Stage</u>	<u>Entry and Progression Requirements</u>
Stage 1	Entry Level
Stage 2	An apprentice/trainee enters Stage 2 and on attainment of 25% of the total competency units for the relevant Certificate qualification specified in the training agreement or 12 months after commencing the apprenticeship /traineeship whichever is earlier.
Stage 3	An apprentice/trainee enters Stage 3 and on attainment of 50% of the total competency units for the relevant Certificate qualification specified in the training agreement or 12 months after commencing the apprenticeship /traineeship whichever is earlier.
Stage 4	An apprentice/trainee enters Stage 4 and on attainment of 75% of the total competency units for the relevant Certificate qualification specified in the training agreement or 12 months after commencing the apprenticeship /traineeship whichever is earlier.



- (c) Apprentices who are attending approved education training institutions and who present reports of satisfactory conduct are to be reimbursed all fees paid by them.

## **7. SUPPORTED WAGE SYSTEM FOR PERSONS WITH DISABILITIES**

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

In this clause:

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

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

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

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

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

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

### **(a) Eligibility Criteria**

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

### **(b) Supported Wage Rates**

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

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

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

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

(c) Assessment of Capacity

- (i) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.
- (ii) All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

(d) Lodgement of SWS Wage Assessment Agreement

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

(e) Review of Assessment

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

(f) Other Terms and Conditions of Employment

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

(g) Workplace Adjustment

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

(h) Trial Period

- (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (ii) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- (iii) The minimum amount payable to the employee during the trial period must be no less than \$95 per week.
- (iv) Work trials should include induction or training as appropriate to the job being trialled.
- (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under subclause (c).

## **8. SUPERANNUATION**

In this clause:

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

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

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

- (a) Superannuation arrangements for employees are prescribed in:
  - (i) the *Public Sector Superannuation Reform Act 2016* (PSSR Act); and

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

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

(i) **Accumulation Scheme Members**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WP – Workers compensation weekly payment paid to employee

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

(ii) **Defined Benefit Scheme members**

- (1) For all periods of:

- (A) unpaid parental leave during which the employee elects not to pay, is taken to have elected not to pay or is precluded by the rules of the Defined Benefit Scheme from paying, their own contributions to the Scheme; and
- (B) paid parental leave for which an employee, in accordance with a relevant Award, has decided to take the period of paid parental leave on half pay as provided for by Part VII – Leave and Holidays with Pay, Clause 2 Parental leave, subclause (c) Paid Primary Caregiver Leave,

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

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

EmpCont – Additional Employer Superannuation Contribution

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

AS – Actual salary paid to employee while on parental leave

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

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

$$\text{EmpCont} = (\text{NSR}/26) \times \text{C\%}$$

EmpCont – Additional Employer Superannuation Contribution

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

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

- (3) For any period when an employee is absent from work either totally or partially due to a workers compensation claim, and in receipt of a workers compensation weekly payment and the employee elects not to pay their own contributions to the Scheme, or is precluded by the rules of the Defined Benefit Scheme from paying, their own contributions to

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

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

EmpCont – Additional Employer Superannuation Contribution

WP – Workers compensation weekly payment paid to employee

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

## **9. SALARY SACRIFICE BY EMPLOYEES**

### **(a) Superannuation**

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

### **(b) Other Benefits**

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

- (iv) Salary sacrifice arrangements will be annual based on the Fringe Benefit Reporting Year with employees being able to renew, amend or withdraw. An employee may withdraw from a salary sacrifice arrangement at any time.

## **10. MARKET ALLOWANCE**

On receipt of an application from a State Service Agency the employer may determine to pay a market allowance up to 20% of salary above the maximum salary of the specified band where it can be demonstrated to the satisfaction of the employer the following applies to a specific group and/or role:

- (a) Highly specialist skills for the work value level;
- (b) Scarce skills compared to other similar roles at the work value level;
- (c) Critical impact of the responsibilities and duties of that work value level; and
- (d) High paying market for the particular role and at the work value level.

The employer is to provide directions on procedures, monitoring and reporting requirements for submissions for establishing a market allowance relevant to a specific group and/or role.

## **11. HIGHER DUTIES ALLOWANCE**

- (a) An employee is entitled to a higher duties allowance only when the employee is directed to perform duties that are classified higher than the employee's substantive band for a period of five or more consecutive working days. The employee is to be paid an allowance equal to the difference between the employee's normal salary level and the minimum salary level of the duties being undertaken at the higher classification band.
- (b) An employee who performs duties at the same higher classification band, as prescribed in subclause (a), for a continuous period of 12 months is eligible for salary progression, if provided for and eligible for advancement in accordance with the advancement progression assessment in the higher classification band.
- (c) An employee who performs duties at the same higher classification band, as prescribed in subclause (a), for broken periods that aggregate 12 months in a period of three years is eligible for salary progression, if provided for and subject to advancement progression assessment in the higher classification band.
- (d) An employee promoted to a higher classification band is to have a period of continuous higher duties immediately prior to this promotion, for which an allowance is payable, according to subclause (a), taken into account in establishing the applicable salary level and date of eligibility of future salary progression.
- (e) An employee promoted to a higher classification band is to have a period of broken higher duties prior to this promotion, for which an allowance is payable, according to subclauses (a) and (c), taken into account in establishing the applicable salary level and date of eligibility of future salary progression.



- (f) An employee in receipt of an allowance according to this clause is to continue to be paid the allowance while on approved paid leave, excluding long service leave as prescribed by the *Long Service Leave (State Employees) Act 1994*, provided that the duties would have been continuous but for the period of the paid leave, and are resumed immediately on the completion of the period of paid leave.
- (g) Payment for overtime undertaken while in receipt of a higher duties allowance is to include the higher duties allowance prescribed by this clause, subject to the overtime provisions in Part VI – Hours of Work and Overtime for Day Work, Clause 2 – Working Hours – Shift Work; and Clause 5 – Overtime.

## **12. MORE RESPONSIBLE DUTIES ALLOWANCE**

- (a) An employee is entitled to a more responsible duties allowance when the employee is directed to perform duties that are in excess of the duties of the employee's classification band or consist of partial higher duties for a period of five or more consecutive working days.
- (b) The more responsible duties allowance payable is to be in proportion to the more responsible duties undertaken compared to the employee's normal duties and by reference to the employee's salary and the work value of the more responsible duties undertaken.
- (c) An employee in receipt of an allowance according to this clause is to continue to be paid the allowance while on approved paid leave, excluding long service leave as prescribed by the *Long Service Leave (State Employees) Act 1994*, provided that the more responsible duties would have been continuous but for the period of the paid leave and are resumed immediately on the completion of the period of paid leave.
- (d) Payment for overtime undertaken while in receipt of a more responsible duties allowance is to include the allowance prescribed by this clause subject to the overtime provisions in Part VI – Hours of Work and Overtime for Day Work, Clause 2 – Working Hours – Shift Work; and Clause 5 – Overtime.

## **13. TASMANIAN MINIMUM WAGE**

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

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

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

## **PART III – CLASSIFICATION AND RELATED MATTERS**

### **1. CLASSIFICATION DESCRIPTORS**

#### **(a) Introduction**

##### **(i) Purpose:**

The purpose of classification descriptors is to categorise the wide range of occupations and different types of work across the Tasmanian State Service into distinct work value levels, to which salaries are aligned.

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

##### **(ii) "Best Fit":**

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

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

##### **(iii) Similarity of Descriptors:**

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

#### **(b) Qualifications and Essential Requirements**

##### **(i) Qualifications:**

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

##### **(ii) Essential Requirements:**

The employer may determine that certain requirements need to be met according to the nature of the work to be undertaken.

(c) Features

The following are the key features of the Classification Model:

- (i) There six bands with an Advancement Assessment Point in Bands 1, 4 and 6 which provide for two ranges within those bands.
- (ii) Work is described in seven job components for each band.

The components are:

- (1) Focus:

The primary purpose of work at each band, including the range of objectives and activities.
  - (2) Context and Framework:

The operating environment and decision-making framework for work at each band.
  - (3) Expertise:

The qualifications, knowledge and experience required for work at a particular band.
  - (4) Interpersonal Skills:

Oral and written communication skills and the ability to lead people and manage relationships.
  - (5) Judgement:

Critical thinking, problem solving and decision-making requirements of each band.
  - (6) Influence of Outcomes:

The influence and effect that work of a satisfactory standard would have on the outcomes required of each band.
  - (7) Responsibility for Outcomes:

The principal responsibilities of work at each band.
- (iv) The Band descriptors define work in 4 broad levels according to the focus of the work and the framework in which it is performed. These are as follows:
- (1) Bands 1, 2 and 3

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

(2) Bands 4, 5 and 6

Work involves the maintenance and modification of guidelines, systems and processes according to a defined policy and regulatory operating environment. The operating environment is Agency-specific in terms of organisational design, planning, structures and interpretation of government objectives.

## **2. REFERENCE FRAMEWORK**

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

(a) Task

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

(b) Discipline

A branch of instruction. For example: botany, horticulture fire-fighting, track-work vermin control, , underwater diving, carpentry.

(c) Field

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

(d) Activities

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

(e) Program

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

(f) Function

A related and aligned area of activities combined to form a unit (typically a Branch) within the structure of a Division.

(g) Policy

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

(h) Strategy

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

**3. SUMMARY OF DIFFERENCES BETWEEN BANDS**

(a) Band 1

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

(b) Difference Between Band 1 and Band 2

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

(c) Difference Between Band 2 and Band 3

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

(d) Difference Between Band 3 and Band 4

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

(e) Difference Between Band 4 and Band 5

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

(f) Difference Between Band 5 and Band 6

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

#### **4. BAND DESCRIPTORS**

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

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

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

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



<b>Band 2</b>	
Influence of Outcomes	<p>The work contributes to the effective operation of the work unit including on client, stakeholder and public perception.</p> <p>Maintains established standards, systems and procedures and proposes improvements to practices, methods and processes.</p>
Responsibility for Outcomes	<p>Responsible for the satisfactory completion of tasks that are significant for the operational effectiveness of the work unit.</p> <p>Responsible for ensuring work methods and processes meet required standards with some independence to modify or adapt existing approaches for more effective service delivery for client and stakeholder.</p>
<b>Band 3</b>	
Focus	<p>Work requiring qualified trade/technical or specialised administrative and clerical skills for the application and adjustment of conventional practices, methods and standards according to established guidelines, systems and processes.</p> <p>The work consists of a trade/technical practitioner or specialised administrative and clerical focus on complex, multiple, diverse tasks to be performed to achieve specified outcomes. Tasks involve precise, intricate and unrelated methods and processes.</p> <p>May assist a team leader to supervise less experienced staff engaged in performing similar less demanding tasks.</p>
Context and Framework	<p>General instructions are provided, other than for more complex and unusual requirements which do not have clear guidelines or precedents.</p> <p>Interpretation, modification or adjustment of accepted practices, methods or standards is routinely required to achieve specified outcomes.</p> <p>Uses initiative to resolve issues and satisfy client and stakeholder requirements.</p>

<b>Band 3</b>	
Expertise	<p>Knowledge and expertise consistent with qualifications recognised at Certificate III and IV or equivalent level.</p> <p>Trade/Technical practitioner or specialist administrative and clerical subject matter knowledge and experience in the application of practices, methods and standards to meet the requirements of the operational area.</p> <p>Recognised trade/technical practitioner and specialised administrative and clerical skills in applying precise, intricate and unrelated practices and methods to resolve operational issues and to meet specified outcomes.</p>
Interpersonal Skills	<p>Well developed interpersonal and communication skills.</p> <p>A leadership role in reviewing and explaining operational procedures and in providing information to and liaison with clients, stakeholders and members of the public.</p> <p>Assistance may be provided to a supervisor in reviewing and evaluating practices and standards and providing recommendations.</p> <p>Effective instruction, guidance and feedback is provided to less qualified or experienced staff.</p>
Judgement	<p>Exercises independent judgment in the practices, methods and standards to be applied, and the planning and timing required to complete complex, diverse tasks.</p> <p>Creativity and initiative required to provide options, recommendations and solutions to satisfy non-standard requirements.</p>

**Band 3**

Influence of Outcomes	<p>The work has a significant influence on the effective operation of the work unit including client, stakeholder and public perception regarding program or service delivery.</p> <p>A trade/technical employee or specialist administrative or clerical employee proposes and develops options to modify practices, methods and approach to meet specified needs while maintaining quality standards.</p> <p>Assists a supervisor regarding the development of less qualified or experienced staff.</p>
Responsibility for Outcomes	<p>Responsible for maintaining practices, methods and standards and their modification as appropriate to provide satisfactory solutions for complex operational issues.</p> <p>Responsible for maintaining quality control of outcomes.</p> <p>Responsible for assisting a supervisor to ensure less qualified or experienced staff receive appropriate instruction, guidance, and performance feedback.</p>

**Band 4**

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

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

**Band 4****Responsibility  
for Outcomes**

Responsible for ensuring guidelines, systems and processes are applied appropriately to integrate related activities to meet specified objectives.

Responsible for providing options and recommendations to resolve complex operational issues and/or improve operational effectiveness.

Where supervision is involved, responsible for ensuring advice, recommendations and decisions support specified service delivery and program outcomes.

**Band 5****Focus**

Work within a defined field requiring the evaluation/co-ordination and/or integration of diverse and varied operational procedures and practices.

The work requires detailed planning, organising, directing, controlling and co-ordinating of resources and related activities.

The work requires in-depth research, analysis, investigation and evaluation to develop and implement complex practices, systems and processes to meet difficult operational and service delivery requirements.

Specialised work in a particular discipline provides authoritative advice and expertise to support a range of complex activities.

<b>Band 5</b>	
Context and Framework	<p>Applies specialised technical knowledge of a particular discipline to provide effective practical solutions in a complex operational environment.</p> <p>Work is undertaken within established guidelines, systems and processes with limited guidance required in applying specialised expertise to complex and challenging activities.</p> <p>Considerable independence in interpreting and evaluating the requirements and effectiveness of operational program and service delivery according to the decision-making framework and in providing solutions to meet service delivery requirements.</p> <p>Establishes new operational guidelines and/or precedents within the area of expertise consistent with operational policy.</p>
Expertise	<p>Highly proficient in the area of expertise with extensive skill in a specific discipline or in a particular field.</p> <p>In-depth knowledge and experience of the decision-making and operational framework, specific guidelines, systems and processes and their effects on stakeholders, clients, other employees and members of the public.</p> <p>Supervisory and specialised roles provide leadership, instruction and guidance in the specific discipline or area of expertise in implementing and modifying existing methods, systems, processes, infrastructure and equipment to resolve operational problems.</p>

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



**Band 5****Responsibility  
for Outcomes**

Responsible for ensuring specialised expertise is effectively applied to provide program and service delivery outcomes consistent with the operational framework.

Responsible for providing leadership, instruction and guidance to less qualified or experienced employees in the specific discipline or area of expertise.

**Band 6****Focus**

Roles support the operational activities of a defined field of activity by managing or providing specialised advice. These are complex activities of significance for the delivery of outcomes for the functional or program unit.

A management role interprets policies, regulations and guidelines and designs and implements plans, systems and procedures to deliver services consistent with program objectives.

Specialists identify and define issues according to the established decision-making and operational framework to develop operational solutions, guidelines and recommendations for improved service delivery outcomes.

This involves a highly detailed focus on the activities of the field and may involve more than one discipline.

This includes investigation, review, research, analysis and integration of varied and diverse policies, rules, systems and processes for effective operational outcomes.

<b>Band 6</b>	
Context and Framework	<p>The work area unit or program activities have a direct and significant effect on outcomes for the functional unit or program activity.</p> <p>The role operates with considerable independence in determining priorities, procedures and approach in implementing policies, plans, systems and procedures in a complex specialised environment</p> <p>Guidance and instruction may on occasion be received on the implementation of modifications consistent with policy, regulatory and/or technological requirements and developments.</p> <p>Work of a highly technically complex nature or with a varied range of activities may receive instruction and /or provide innovative solutions to meet program or service delivery outcomes.</p>
Expertise	<p>Significant expertise in the relevant discipline(s) and associated field of activity gained through in-depth experience.</p> <p>Highly developed and detailed understanding of the operational framework including regulations, policies, systems and processes for effective program and service delivery.</p> <p>Management roles require significant management skills and expertise to lead a complex activity or program unit to support the operations of functional area.</p> <p>Roles providing specialised advice require highly developed detailed subject-matter knowledge.</p> <p>Incorporates knowledge of relevant associated activities within the functional area to improve operational effectiveness and service delivery.</p>

<b>Band 6</b>	
Interpersonal Skills	<p>Informs and negotiates to gain the acceptance of others regarding the application of policies, plans and processes in providing defined service and program delivery outcomes.</p> <p>Provides authoritative advice, recommendations and solutions in implementing complex rules, regulations, guidelines, systems, and processes within the field of activity.</p> <p>May represent the organisation with the authority to negotiate and conclude outcomes that meet the specified requirements and objectives of the program or service delivery unit.</p>
Judgement	<p>Clarifies and interprets the decision-making framework and operational systems and procedures to provide outcomes consistent with program objectives.</p> <p>Initiative, flexibility and creativity in developing options and recommendations to resolve problems and improve service delivery outcomes.</p> <p>Highly developed conceptual and reasoning skills to research, investigate, analyse, evaluate and integrate relevant solutions from diverse disciplines or fields into area of activity.</p>
Influence of Outcomes	<p>Advice and recommendations are provided directly to the manager of the function or program area in relation to implementation of policies, plans and processes.</p> <p>Service delivery or program outcomes may be altered as a result.</p> <p>There is a clear and direct effect on effective and efficient operation of the function or program activities.</p> <p>Advice provided is regarded as authoritative, specialised, consultative and/or management advice. There may be a strong influence on associated program activities in the functional area.</p>

<b>Band 6</b>	
Responsibility for Outcomes	<p>Responsible for the implementation of policies, regulations and plans to provide efficient and effective program or service delivery outcomes.</p> <p>This includes developing guidelines and performance options, planning future activities, negotiating for appropriate resources and determining measures for accountability.</p> <p>Management and/or quality control of outcomes, processes, systems, resources, assets and infrastructure. This includes managing the performance of sub-ordinate staff.</p> <p>Provides advice on the application of policy to systems and processes in meeting specified program objectives.</p>

## **PART IV – EXPENSE AND OTHER ALLOWANCES**

### **1. DISTRICT ALLOWANCES**

#### **(a) Camp**

- (i) An employee who is required to camp overnight in a tent or similar type of accommodation in performing their duties is to be paid a camp allowance in accordance with this clause.
- (ii) This allowance includes all special conditions such as the carrying of tents and equipment, travelling over rough terrain and for work performed in severe climatic conditions and Incidental Expenses Allowance.
- (iii) The employer is to provide all meals either by direct payment or by reimbursement of expenses.
- (iv) Where employees are camped, the employer as far as practicable shall provide adequate sleeping, ablution and messing facilities.
- (v) An employee required to camp in huts, cubicles, or tents shall receive a payment of \$47.25 per working day, including employees engaged in Bush Fire Fighting who are required to stay at employer provided accommodation at no cost to the employee.
- (vi) The allowance specified in this clause is drawn from Clause 2(d) Meal Allowances of this Part and is adjusted in sub-clause (v) with that rate being 80% of the aggregate of the meal rates of Clause 2(d).

#### **(b) District**

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

		<u>Rate per Annum</u>
(1)	<u>Category R</u>	
	Remote locations approved as such by the Tasmanian Industrial Commission including Bass Strait Islands, Maria Island, Bruny Island:	
	Employee with dependent relatives residing with them	\$4618.00
	Other (no dependents)	\$2308.00
(2)	<u>Category B</u>	
	Locations under the Commonwealth Taxation Zone B prescription:	
	Employee with dependent relatives living with them	\$2308.00
	Others (no dependents)	\$1154.00
(3)	<u>Category S</u>	
	Special locations as may be approved by the Tasmanian Industrial Commission:	
	Employee with dependent relatives residing with them	\$1154.00
	Others (no dependants)	\$578.00
(iv)	Where a part-time employee is eligible for an allowance under paragraph (ii) such allowance is not to be subject to any proportionate reduction.	

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

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

(c) Air Fares from Bass Strait Islands

The object of this clause is for the payment of an allowance to compensate employees whose place of employment is on the Bass Strait Islands for air travel incurred as a consequence of residing on the Islands. It is a recognised recruitment and retention strategy.

- (i) An employee whose place of employment is on the Bass Strait Islands is entitled to the payment of an allowance equivalent in value to a return economy air fare, three times in each year, for air travel taken by the employee and for any dependent member of the employee's family residing with them on the Islands. An employee is eligible to receive the allowance three times in a year for each return air fare incurred by them and any dependent member of the employee's family, once the employee has completed three months continuous service on the Bass Strait Islands.
- (ii) Any dependent member of the employee's family residing with them on the Islands is eligible to a return economy air fare only if:
  - (1) they have lived with the employee on one and/or another of the Bass Strait Islands for three continuous months; and
  - (2) they meet the definition of a dependent in accordance with the *State Service Regulations 2011*, which requires that they are wholly or substantially dependent on the employee for financial support.
  - (3) Wholly or substantially dependent on the employee for financial support is defined as:

A person is taken to be wholly or substantially dependent on an employee if that person receives, or is entitled to receive, an annual income that is less than the adult minimum wage as determined from time to time by the Tasmanian Industrial Commission.

**PROVIDED** that a dependent member of an employee's family who is boarding off one or another of the Bass Strait Islands to attend an educational institution and returns to reside with the family during term breaks is eligible even though the person may not have lived with the employee for three continuous months as prescribed in (ii) (1).

- (iii) This is an annual entitlement based on each year of service by the employee on the Islands and is not cumulative; each year stands alone.
- (iv) The employee is to be reimbursed the cost of the lowest economy air fare available from the supplier(s) for air travel to and from the Bass Strait Islands, for the route taken by the employee, up to three times each year; subject to the following conditions:
  - (1) An employee is required to travel by the most direct route from their place of employment to the nearest airport on the mainland of Tasmania. Such travel may only include travel via Melbourne when such indirect travel is

- the most expedient means of travelling to or returning from the nearest airport on the mainland of this State.
- (2) The employer may enter into a commercial arrangement with one or more commercial providers for the provision and payment of air fares on behalf of an employee.
  - (3) An employee may, by agreement with the employer, substitute air travel to the nearest airport in this State for travel to any other airport in this State or to Melbourne.
  - (4) In such cases the employee will only be reimbursed the equivalent value of the return economy air fare for travel from their place of employment to the nearest airport on mainland Tasmania.
- (v) In circumstances where emergency medical or dental treatment is required for an employee or dependent member of their family residing with them on the Islands the employee may make application to be reimbursed the actual return air fare reasonably incurred for travel from the employee's place of employment to the nearest centre in Tasmania, or to Melbourne where such medical treatment can be obtained.
- (1) The reimbursement of the actual cost of the air fare is dependent on evidence being supplied by the employee to support their application that is acceptable to a reasonable person that the emergency medical treatment had to be obtained at the nearest centre in Tasmania or in Melbourne.
  - (2) Such reimbursement is to be in substitution for the equivalent number of annual return air fares incurred for the person(s) concerned.
- (vi) District allowance rates are to be adjusted from 1 July each year in accordance with the annual percentage change between March of the previous year and March of the current year as specified in Australian Bureau of Statistics, tables 3 and 4 CPI: Groups, Weighted Average of Eight Capital Cities, Index Numbers and Percentage Changes – Column M (Index Numbers; All Groups; CPI; Australia).

## **2. MEAL ALLOWANCES**

### **(a) Meal Allowance – Overtime**

- (i) Where an employee is required to commence duty not less than one and a half hours before, or to remain on duty for not less than one and a half hours after, the normal hours of duty which requires a meal to be obtained away from home, that employee is to be paid a meal allowance at the rates prescribed in subclause (d) of this clause.
- (ii) An employee required to work overtime on a Saturday, Sunday or holiday with pay and who has received notice of this the previous day, or earlier, is not entitled to payment of the meal allowances specified in this clause.

### **(b) Meal Allowance – Day Travel**



An employee required by their employer to undertake duties more than 60 kilometres from the employee's normal work location and who is required to purchase breakfast or an evening meal is entitled to payment of the meal allowances prescribed in subclause (d) of this clause if:

- (i) in respect of breakfast, duties are commenced not less than one and a half hours before employee's normal starting time; and
- (ii) in the case of dinner, duties are performed for not less than one and a half hours after the employee's normal finishing time.

(c) Meal Allowance – Excess Rates

A meal allowance claimed under subclause (a) or (b) which is in excess of the rates prescribed in subclause (d) of this clause may be paid the expense incurred if the employer considers special circumstances exist to justify the excess expense.

(d) Meal Allowance – Rates

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

The rates contained above are derived from the Australian Taxation Office (ATO) Taxation Determination TD2021/6, Table 1. These rates are to be adjusted from 1 July each year by taking 50% of the appropriate ATO determination for meals in Table 1 of that determination, rounded to the nearest 5 cents.

### **3. TRAVEL ALLOWANCES**

(a) Travelling

The object of this clause is to ensure that an employee who is required to undertake work related travel and who is required to remain away from home overnight is to be provided with accommodation, meals and incidental expenses.

(i) Travel Allowance Expense for Overnight Accommodation, Meal Allowances and Incidental Expenses

- (1) An employee who is required to undertake work related travel requiring overnight accommodation is to be paid a travel allowance for expenses incurred calculated in accordance with the following tables:

Overnight Accommodation

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

Meal Allowances  
(Preceding or following an overnight absence)

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

Incidental Expenses

Payable per overnight stay:	\$20.60
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- (2) The rates contained in the tables above are derived from the Australian Taxation Office Taxation (ATO) Determination TD2021/6, Table 1. These rates are to be adjusted from 1 July each year in accordance with the appropriate ATO determination. The accommodation component of the allowance is derived from the capital city rate for each State within that Determination.

(ii) Pre-Booking and Payment of Accommodation

- (1) The employer may enter into an arrangement with a commercial provider (hotel, motel or serviced apartment) for the provision and payment of accommodation on behalf of an employee.
  - (2) In such cases the accommodation component of the Travel Allowance Expense will not be paid.
- (iii) Payment of Actual Travel Expense
  - (1) The employer and an employee may enter in an arrangement whereby it is agreed that the actual cost of accommodation and/or expenditure on meals and/or incidentals incurred in the course of business are to be paid upon the verification of such receipts as may be tendered in support of the claim.
  - (2) In such cases the accommodation and/or meal allowances and/or incidental expenses prescribed in paragraph (a)(i) of this clause are not to be paid but the actual expenses incurred in the course of business travel are to be reimbursed to the employee.
  - (3) The employer may provide alternative methods of payment of travel expenses, such as through use of a corporate credit card.
- (iv) Payment for Employee Choice
  - (1) An employee may choose not to stay in accommodation for which the employer has a commercial arrangement in which case the employee is to be paid the rates prescribed in paragraph (a)(i) of this clause.
  - (2) The employer may require the employee to provide evidence by way of receipt that a commercial accommodation (hotel, motel or serviced apartment) expense was incurred.
  - (3) An employee may choose not to stay overnight in commercial accommodation (hotel, motel or serviced apartment) in which case the accommodation component of the travel allowance is not payable to the employee.
- (v) Advance Payment of Travel Allowance Expense

If requested by an employee an advance payment is to be made of the estimated travelling allowance expenses payable for the period of the work related travel.
- (vi) Additional Transport Costs Incurred On Work Related Travel

An employee required to undertake work related travel who incurs additional costs through the use of public transport, taxis or hire cars is to be reimbursed those costs by substantiating the actual expenses to the employer.
- (vii) Conference and Training Course Incidental Allowance

An employee required to attend a training course or conference where accommodation and meals are provided is to be paid the incidental expenses and Meals Allowance as prescribed in paragraph (a)(i) of this clause.

(viii) Temporary Assignment of Duties at an Alternate Location

An employee required to undertake work related duties that involve travel to a location which requires accommodation for a period up to and /or exceeding three weeks, is to be paid a travelling allowance expense at the following rates:

- (1) for the first three weeks, travelling allowances in accordance with the rates prescribed in paragraph (a)(i) of this clause; and
- (2) after three weeks travelling allowances at a rate determined by the employer.

(ix) Systematic Travelling

An employee required to undertake systematic travel is to be paid a rate within the limits set out in paragraph (a)(i) of this clause as determined by the employer.

(x) Overseas Travel Allowance Expense

An employee required to undertake work related duties outside of Australia the employee is to be paid travel allowances at a rate determined and published by the Australian Taxation Office that is applicable to overseas locations, as amended from time to time.

(b) Excess Fares

An employee who in the normal course of employment is not required to travel to different locations for the performance of their duties, but with the knowledge and approval of the employer, is required for short periods to attend work at a location other than their regular place of employment is to be paid such reasonable additional fares necessarily incurred.

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

#### **4. KILOMETREAGE ALLOWANCE**

(a) Required User

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

<u>Annual Kilometres Travelled</u>	<u>Cents per Kilometre</u>
<u>On Duty in a Financial Year</u>	

	<u>Rate 1</u> <u>2 litres and above</u> <u>and electric vehicles</u>	<u>Rate 2</u> <u>Less than 2 litres</u>
First 10,000 kilometres	93.47 (100%)	80.38 (86%)
Any additional kilometres	49.54 (53%)	43.00 (46%)

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

(b) Occasional User

Where an employee is not required to provide a private motor vehicle for official use as prescribed in subclause (a) of this clause, but otherwise receives approval from the employer to use a private motor vehicle for official purposes on an occasional basis, an allowance is to be paid in accordance with the following rates:

<u>Annual Kilometre Travelled</u> <u>on Duty in a Financial Year</u>	<u>Cents per Kilometre</u>	
	<u>Rate 3</u> <u>2 litres and above</u> <u>and electric vehicles</u>	<u>Rate 4</u> <u>Less than 2 litres</u>
First 10,000 kilometres	62.31 (100%)	53.39 (86%)
Any additional kilometres	33.02 (53%)	28.66 (46%)

(c) For the purposes of subclauses (a) and (b) of this clause, the rates specified therein are to apply as follows:

RATES 1 and 3 Apply to motor vehicles (including hybrid vehicles) generally recognised as having an engine capacity of 2:0 litres or more and include rotary engines. Rates 1 and 3 also apply to all electric vehicles.

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

(d) The rates specified in subclauses (a) and (b) of this clause, are not to be varied as a consequence of National Wage Case decisions. The rates are to be varied upon application subsequent to 30 March and 30 September of each year after the Hobart Transportation, Private Motoring subgroup, Consumer Price Index Numbers for the quarters ending 30 March and 30 September respectively, become available. The Rate 1 and Rate 3 variations for the first 10,000 kilometres travelled are to be calculated in accordance with the formula specified in decision T.33 of 1985 dated 13 June 1985.

Variations to the other rates specified in the tables in subclauses (a) and (b) of this clause, are to be calculated by applying the percentage shown in brackets to the relevant first 10,000 kilometres rate (as varied) shown as 100 percent.

- (e) An employee is not to receive an allowance for kilometres travelled in excess of 16,000 kilometres in any one financial year unless authorised by the employer concerned on the recommendation of the Head of Agency, to travel a greater distance in that year.
- (f) In addition the following allowances are to be paid to employees:
  - (i) Where stationed in Category R as provided in Part IV – Expense and Other Allowances - Clause 1 - District Allowances, subclause (b)(iii)(1) thereof - \$24.70 per month plus \$9.90 per 1,600 kms travelled on duty.
  - (ii) Where stationed in Category B as provided in Part IV - Expense and Other Allowances - Clause 1 - District Allowances, subclause (b)(iii)(2) thereof - \$16.40 per month plus \$9.90 per 1,600 kms travelled on duty.
  - (iii) Where authorised to use a utility, four-wheel drive motor vehicle or any other special type of motor vehicle approved by the employer concerned - \$9.90 per month.
  - (iv) Where authorised to use a trailer attached to the motor vehicle 2.97 cents for each kilometre travelled on duty with the trailer attached.
  - (v) Where authorised to use a motor vehicle on work involving the regular carrying of heavy equipment - \$9.90 per month.
  - (vi) Where authorised to use a motor cycle - 9.67 cents for each kilometre travelled on duty.
- (g) Where an employee is required to provide a private motor vehicle in accordance with subclause (a) of this clause, and the distance travelled on duty in any financial year does not exceed 4,000 kilometres, the employee is to be paid an allowance calculated by multiplying the appropriate rate per kilometre by the difference between the actual number of kilometres travelled on duty during that year and 4,000 kilometres.
- (h) Where a part-time employee is eligible for any payment under subclause (g) of this clause, such allowance is to be calculated on the proportion of the total hours worked in that year by the part-time employee to the annual standard hours for a full-time employee of the same classification.
- (i) Unless otherwise directed by the employer, kilometres travelled on duty is to be the distance travelled from an employee's place of employment to their destination and return to their place of employment.
- (j) A kilometres travelled allowance in excess of or at variance with the rates set forth in subclauses (a) and (b) of this clause, may be paid if, on the determination of the employer concerned, special circumstances exist which justify such excess or variation.

## **5. SPECIAL ACCOMMODATION RATE ON TRANSFER**

- (a) Where an employee is required to undertake duties, either on appointment or on transfer, that requires a move from their place of residence to another intrastate locality, and:
    - (i) the employee is unable to obtain accommodation for their family in that intrastate locality and thereby incurs additional expense;
    - (ii) there is available in that intrastate locality for the employee's family only such accommodation as will involve the employee in excessive expenditure;
- the employer may grant to an employee a special allowance at a rate to be determined.
- (b) The allowance is to be payable in the first instance for a period not exceeding three months as the employer may, as deemed necessary, extend the period for any number of additional periods not exceeding three months at any one time.
  - (c) The employer may, at any time, increase, reduce or revoke any allowance granted under this clause.
  - (d) An employee who receives an allowance under this clause is to immediately report to the employer any alteration of the circumstances in consideration of which the allowance was granted or renewed.

## **6. FIRST AID CERTIFICATE ALLOWANCE**

- (a) An employee nominated by the employer to perform first aid duties and who is the current holder of a First Aid Certificate Level II, or an equivalent certificate, is to be paid an allowance of \$854.00 per annum.
- (b) Where the employer requires an employee to obtain a first aid qualification, the employer is to pay all associated costs, and where necessary, is to provide paid time off for the purpose of undertaking first aid training leading to an appropriate first aid qualification such as a First Aid Certificate Level II.
- (c) An employee nominated to perform first aid duties is to be allowed to undertake refresher courses as in paragraph (b) of this subclause providing the employer still requires the employee to perform such duties.

## **7. TESTING AND TAGGING ALLOWANCE**

An employee who is required to undertake the testing and tagging of electrical appliances and extension cords to ensure compliance with current Australian Standards is to be paid an allowance of \$792.00 per annum. An employee is required to successfully complete the Testing and Tagging course conducted by the Tasmanian Skills Institute or by an accredited training provider as a prerequisite to undertaking the duties as prescribed by this clause.

## **8. COXSWAIN'S CERTIFICATE ALLOWANCE**

An employee who in the performance of their duties is required to hold a Coxswain's Certificate and/or Engine Driver's Certificate issued by an appropriate Navigation and Survey Authority is to be paid an allowance of \$995.00 per annum.

## **9. DIVING ALLOWANCES**

### **(a) Diving**

An employee who in the performance of their duties is required to undertake diving duties is to be paid an allowance of \$902.00 per annum.

### **(b) Diving Operations Supervision**

An employee who, in the performance of their duties is required to undertake diving supervision duties, and:

- (i) holds formal qualifications as a diving inspector; or
- (ii) is otherwise accredited as a diving inspector

is to be paid an allowance of \$902.00 per annum.

## **10. ADJUSTMENT TO WAGE RELATED ALLOWANCES**

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



## **PART V – WORKPLACE FLEXIBILITY**

### **1. WORKLOAD MANAGEMENT**

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

### **2. WORK-LIFE BALANCE**

- (a) Flexible working arrangements assist employees to balance work and non-work commitments. The adoption or extension of work-life balance arrangements may require innovation in respect of supervision, scheduling of meetings, training opportunities, hours of work, and how, where and when work is performed.
- (b) Without limiting the kind of arrangements that may be suitable in any individual instance, work-life balance arrangements could include non-standard and variable starting and/or finishing times, part-time work, and job sharing.
- (c) In considering an employee's request for flexible work arrangements, the employer is to take into account the employee's family and other, relevant, commitments.

Such requests are to be considered in light of the operational needs of the employer but will not be unreasonably refused. Employees are to be given the reasons if requests for flexible working arrangements are not approved.

### **3. WORKPLACE FLEXIBILITY ARRANGEMENTS**

#### **(a) Workplace Flexibility Arrangements**

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

#### **(b) Entering and Terminating Workplace Flexibility Arrangements**

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

- (2) overtime rates;
  - (3) shift and penalty rates;
  - (4) allowances;
  - (5) availability and recall provisions; and
  - (6) substituting another day for a holiday with pay.
- (iii) The agreement may be terminated:
- (1) by the employee/s or the Agency by giving a minimum of four weeks' notice of termination, in writing, to the other party; or
  - (2) at any time, by written agreement between the Agency and the employee/s.
- (c) Administration of Workplace Flexibility Arrangements
- (i) The agreement between the employee/s and the Agency is to:
- (1) be confined to vary only one or more of the terms listed in paragraph (ii) of subclause (b) of this clause;
  - (2) be in writing detailing the relevant award clause(s) that are proposed to be excluded or modified by the operation of the agreement and how the relevant award clause(s) are to be applied;
  - (3) record with the name and signature of the employee/s and, if the employee is under 18 years of age, the employee's parent or guardian and Head of Agency or delegate;
  - (4) detail how the agreement does not disadvantage each individual employee in relation to the individual employee's overall terms and conditions of employment;
  - (5) state the date the agreement commences and the period for which it operates;
  - (6) state the date by which this arrangement is to be reviewed but in any case be no longer than two years from commencement;
  - (7) notwithstanding subclause (5), the agreement is to continue in effect after that date of expiry unless withdrawn from by either party in writing.
- (ii) The Agency must provide a copy of the agreement to the following and retain a copy of the agreement in accordance with section 75 of the *Industrial Relations Act 1984* on the individual's personal file:
- (1) the employee;
  - (2) Director, Public Sector Management Office; and

(3) a union with relevant industrial coverage.

(d) Union Participation in Negotiating a Workplace Flexibility Agreement

- (i) If an employee is a member of a union which has an interest in the relevant award pursuant to section 63(10) of the *Industrial Relations Act 1984*, the employee may choose to be represented by that union to meet and confer with the Agency about the implementation of a Workplace Flexibility Agreement.
- (ii) The union must be given a reasonable opportunity to participate in negotiations regarding the proposed implementation of flexibility provisions under this clause.
- (iii) Union involvement does not mean that the consent of the union is required prior to the introduction of agreed flexibility arrangements.

## **PART VI – HOURS OF WORK AND OVERTIME FOR DAY WORK**

### **1. ORDINARY HOURS OF WORK FOR DAY WORK**

#### **(a) Ordinary hours of work**

- (i) Except as provided elsewhere in this award, the ordinary hours of work are 7.6 hours per day worked between the hours of 7.00 a.m. and 6.00 p.m. each Monday to Friday and totalling 38 hours per week.
- (ii) Provided that the spread of hours, 7.00 a.m. to 6.00 p.m., may be varied to an equivalent spread by agreement between the employer and employees.

#### **(b) Nine day fortnight**

Provided that the ordinary hours of work for employees currently working a nine day fortnight shall be an average of 38 hours per week to be worked Monday to Friday (between the hours of 6.00 a.m. and 6.00 p.m.), and shall be of 8.5 hours duration each day, Monday to Thursday, with every second Friday off. Every other Friday consists of eight hours duration.

#### **(c) Nineteen day month**

- (i) The ordinary working hours shall be 38 per week worked as a 20 day four-week cycle of eight hours each on Monday to Friday inclusive, between the hours of 7.00 a.m. and 6.00 p.m., with 0.4 of one hour of each day worked accruing as an entitlement in each cycle as a day off paid for as though worked.
- (ii) Provided that by agreement in writing between the employer and the employees an alternate day in the four-week cycle may be substituted for the nominated day as the day off paid as though worked, and where such agreement is reached all provisions of the award shall apply as if such day was the prescribed day.
- (iii) Where special circumstances exist the employer and the majority of employees at the affected worksite agree that it is not practicable for the four-week cycle in (c)(i) to operate, then agreement may be reached between the employer and the employees on another method of arranging working hours so that the average ordinary hours worked in any one week do not exceed 38.
- (iv) Each day of paid leave taken and any holiday occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- (v) An employee who has not worked, or is not regarded by reason of (c)(iv) as having worked, a complete 20 day four-week cycle shall receive pro rata accrued entitlements for each day worked or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.

#### **(d) Rostered days off**

- (i) Where rostered days are not taken as part of a four-week cycle they are accumulated up to a total of five days in any one year. The accumulation and/or

taking of days so accrued is to be subject to the agreement of the employer and employees. Any variation to this may only occur when improved productivity can be demonstrated.

- (ii) Where an agreed rostered day prescribed by (d)(i) falls on a holiday with pay as prescribed in Part VI, Clause 1 - Holidays with Pay, the next working day shall be taken in lieu of the rostered day off unless an alternate day in that four-week cycle or in the next cycle is agreed in writing between the employer and the employee.

(e) Working on rostered day off

The accrued day off prescribed in (c)(i) or (d)(i), may be worked where it is required by the employer and such work is necessary to allow other employees to be employed productively, or to carry out out-of-hours maintenance, or because of unforeseen delays to a particular project or a section of it, or for other reasons arising from unforeseen or emergency circumstances in which case, in addition to accrued entitlements, the employee shall be paid at overtime rates in accordance with the overtime provisions at Part V, Clause 5 - Overtime.

(f) Early start

- (i) Where it is agreed between the employer and employees the working day may begin at 6.00 a.m., or at any other time between that hour and 8.00 a.m., and the working time shall then begin to run from the time so fixed. In these circumstances the time of observing the normal meal break shall be agreed between the employer and employees.
- (ii) Where special circumstances exist and a majority of employees desire to work longer hours on any day they may, subject to the consent of the employer, be permitted to do so without payment of any penalty rate, provided that the longer hours so worked do not exceed two on any one day.
- (iii) The provisions of this clause shall not apply to employees engaged in the work of fighting bushfires.

## **2. WORKING HOURS - SHIFT WORK**

(a) Application of this clause

Should there be any inconsistency between this clause and any other clauses in this award, the provisions of this clause take precedence in respect of employers engaged on shift work.

(b) Definitions - shift work

- (i) Day shift means any shift starting at or after 6.00 a.m. and before 10.00 a.m.
- (ii) Afternoon shift means any shift starting at or after 10.00 a.m. and before 8.00 p.m.
- (iii) Night shift means any shift starting at or after 8.00 p.m. and before 6.00 a.m.

- (iv) Rostered shift means a shift on which the employee concerned has had at least 48 hours' notice.
  - (v) Seven day shift worker means a shift worker regularly rostered for duty in accordance with a roster covering each day of the week.
- (c) Ordinary working hours
- (i) The ordinary working hours of employees on shift work shall not exceed an average of 38 per week spread over a period of two, three or four weeks, to be worked in shifts of eight hours, inclusive of a meal break of 30 minutes, which shall be counted as time worked.
  - (ii) The ordinary working hours can be averaged out over the cycle of the roster.
- (d) Roster of shifts
- (i) There shall be a roster of shifts that shall provide for rotation unless all of the employees concerned desire otherwise.
  - (ii) Shifts shall be worked according to such roster.
- (e) Nineteen Day month
- (i) Where employees on shift work are working the 38 hour week as a 20 day cycle with one rostered day off per cycle, they shall accrue 0.4 of one hour for each eight hour shift worked to allow one complete shift to be taken off as paid shift for every 20 shift cycle.
  - (ii) The 20th shift shall be paid for at the appropriate shift rate as prescribed by this clause and any appropriate allowance as prescribed in Part IV - Expenses and Other Allowances.
- (f) Holiday and leave adjustment
- Each day of paid leave taken and any public holiday occurring during any cycle of four weeks shall be regarded as a shift worked for accrual purposes.
- (g) Pro rata accrued entitlements
- Employees not working a complete four weeks' cycle shall be paid accrued pro rata accrual entitlements for each shift worked.
- (h) Accrued entitlements on termination
- An employee shall be paid his or her accrued entitlements on termination.
- (i) Rostered days off
- (i) The employer and employees shall agree in writing upon arrangements for rostered paid days off or for accumulation of accrued days.

- (ii) Accumulation of accrued days in (i) shall be limited to no more than five days before they are taken as paid days off.
  - (iii) By agreement between the employer and employees, more than five days may be accumulated.
  - (iv) Accrued days, when taken, shall be regarded as days worked for accrual purposes in the particular 20 shift cycle.
  - (v) Once such days have been rostered, they shall be taken as paid days off.
- (j) Working on rostered day off
- Where the employer, for emergency reasons, requires an employee to work on his or her rostered day off, he or she shall be paid in addition to his or her accrued entitlement the penalty rates prescribed in Part V, Clause 5(d)(ii) – Call Out.
- (k) Transport after shift work
- (i) Subject to (ii), when an employee, after having worked a shift for which he or she has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide him or her with transport to his or her home or to the nearest appropriate public transport.
  - (ii) The provisions of (i) shall only have application when the employer has given less than 24 hours' notice of the requirement to work overtime on such shift.
- (l) Shift loadings
- (i) A shift worker whilst on afternoon or night shift other than a Saturday, Sunday or holiday shall be paid for such shift 15% more than his or her ordinary rate.
  - (ii) Where a shift worker is required to work on any afternoon or nightshift which does not provide for at least five successive afternoons or nights he or she shall be paid at the rate of time and a half.
  - (iii) An employee who, except at his or her own request pursuant to (iii)(3):
    - (1) during a period of engagement on shift, works night shift only; or
    - (2) remains on a night shift for a longer period than four successive weeks; or
    - (3) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him or her at least 1/3 of his or her working time off night shift in each cycle,
    - (4) shall during such engagement, period or cycle be paid 30% more than his or her ordinary rate for all time worked during ordinary working hours inclusive of time worked for accrual purposes as prescribed in Clause 1(c)(i) on such night shift.



(m) Payment for weekend shift work

A shift worker shall be paid at the minimum rate of time and a half for ordinary hours of work (including time worked for accrual purposes) between midnight Friday and midnight Saturday.

(n) Sundays and public holidays

- (i) Subject to this clause, Part V, Clause 5 - Overtime and Part VI, Clause 1 - Holidays with Pay apply to shift workers.
- (ii) Where shifts commence between 11.00 p.m. and midnight on a Sunday or holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate.
- (iii) The time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday. Where a shift falls partly on a Sunday or a holiday, that shift the portion of which falls on a Sunday or a holiday, shall be regarded as the Sunday or holiday shift.
- (iv) All work performed on a Sunday and holiday specified in Part VI, Clause 1 - Holidays with Pay, on a rostered shift shall be at the rate of double time.

(o) Shift work penalty

- (i) Subject to (ii) and (iii), where an employee is required by the employer to change from their normal shift roster and they have been given less than 48 hours notice of the change, they will be paid at the rate of double time for each hour worked until 48 hours has elapsed.
- (ii) Where an employee requests to work out of rotation of the shift roster the provisions of (i) shall not apply.
- (iii) To be entitled to the penalty payment prescribed at (i), the employee must work the major portion of hours of a shift in the period detailed in (b)(i) to (b)(iv) inclusive.

(p) Remaining on duty

If an employee of the oncoming shift fails to attend, an employee in the shift on duty may be required to remain on duty until relief is organised.

(q) Hours agreement

Where an hours agreement has been negotiated between the employer and the employees to apply to all or part of the employer's work force covered by this award, that hours agreement shall, where inconsistent with any other provision of this clause, prevail for the employees concerned.

### **3. BUSHFIRE FIGHTING**

Upon the outbreak of a bushfire the terms and conditions of employment provided in this clause will apply to employees employed on fire protection duties.

(a) Retention of classification

An employee shall retain the classification held immediately prior to the outbreak of a bushfire, unless during the period of the fire the employer assigns an employee a higher classification.

**PROVIDED** that where an employee performs the role of a Sector Commander in fire fighting operations that employee shall be paid for such time so worked at the Crew Leader Band 4 rate.

**PROVIDED FURTHER** that there shall be a minimum payment of 4 hours on each such occasion.

(b) Normal hours of work

The weekly total of hours at ordinary time shall not exceed 38 per week, to be worked in accordance with the normal accrual provisions.

(c) Work periods

The minimum work period, except as provided by clause (i) shall be eight consecutive hours inclusive of time worked for normal accrual purposes. A work period can only be terminated by a rest period of a minimum of eight hours.

(d) Rest period

(i) An employee shall receive a rest period of at least eight hours between successive work periods.

(ii) If a rest period exceeds 16 hours, a new work period shall be deemed to commence.

(iii) Paid rest period

(1) If a work period exceeds 16 hours, an employee shall, at the conclusion of such work period, receive a rest period of at least eight hours duration, and shall, in respect of such rest period, be paid eight hours at ordinary rates.

(2) After eight hours of any paid rest period a new work period shall be deemed to commence.

(e) Meal Intervals

Meal intervals shall not exceed 45 minutes and shall be counted as time worked.

(f) Monday to Friday payment

- (i) All time worked on any Monday to Friday (including time worked prior to fire fighting work) shall be paid for:
    - (1) at the rate of ordinary time for the first eight hours; and
    - (2) at the rate of time and one half for the next two hours; and
    - (3) at the rate of double time thereafter.
  - (ii) Provided that the wage rate shall revert to ordinary time when the employee has received a rest period of eight hours.
  - (iii) Provided further that when penalty rates are being paid, and a work period extends beyond midnight, such penalty rates shall continue until the end of the work period.
- (g) Saturday Work
- Except where the provisions of (f)(iii) apply, all time worked by an employee on a Saturday shall be paid for:
- (i) at the rate of time and one half for the first two hours; and
  - (ii) at the rate of double time thereafter.
- (h) Sunday and State Service Holiday work
- (i) All time worked by an employee on a Sunday shall be paid for at double the ordinary prescribed rate.
  - (ii) For all time worked on a holiday as prescribed in Part VI, Clause 1 – Holidays with Pay, at the rate of two and one half times the ordinary prescribed rate.
- (i) Call Outs
- (i) An employee recalled to perform work in or in connection with bushfire fighting shall be paid for a minimum of four hours work at the appropriate wage rate each time they are recalled.
  - (ii) Provided that the employee shall not be required to work the full four hours if the job for which recall has occurred is completed in a shorter period.
  - (iii) Provided further, that if such work continues for more than four hours the employee shall be entitled to payment for a minimum work period of eight consecutive hours.
- (j) Travelling Time
- (i) All time spent by an employee in proceeding to and from a bushfire at the direction of the employer shall be deemed to be time worked.

- (ii) Payment shall commence from, and cease at, the employer's depot, camp or normal pick-up place in the home district.
- (k) Resumption of Normal Duties
  - (i) Subject to (iii), each employee who has been engaged in fire fighting work shall be entitled, upon the cessation of such work and prior to the resumption of normal duties, to a clear break of ten hours without loss of pay for recognised working time occurring during such break.
  - (ii) Subject to (iii), an employee who has been camped out for at least three nights shall be entitled to the provisions of (i) as if 12 hours were substituted for ten hours.
  - (iii) Provided that the provisions of (i) or (ii) shall not apply with respect to any fire fighting operations commenced and completed between the hours of 7.00 a.m. and 5.00 p.m. on the same day or such other hours as varied.
- (l) Provision of Meals
  - (i) The employer shall provide the usual three meals per day.
  - (ii) Provided that, where an employee is required to work at night, the employer shall provide suitable provisions at reasonable intervals.
  - (iii) All food supplied by the employer under (i) and (ii) shall be free of charge.
- (m) Uniforms, Footwear, Protective Clothing, Equipment and Tools
 

Reimbursement or supply of uniforms, footwear, protective clothing, equipment and tools to employees engaged on bushfire fighting duties shall be in accordance with the provisions of Part VII – Protective Clothing, Equipment, Tools and Personal Effects.

#### **4. MEAL BREAKS, ALLOWANCES AND REST PAUSES**

- (a) Meal breaks
  - (i) Day workers
    - (1) Work will cease between 12.00 Noon and 2.00 p.m. Monday to Friday for the purpose of taking an unpaid meal break of not less than 45 minutes.
    - (2) By agreement between the employer and the majority of employees, the meal break may be shortened to 30 minutes with a consequential adjustment to the daily time of ceasing work.
  - (ii) Shift workers
 

The relevant provisions for shift workers are set out in (a)(iii).

(iii) Delayed Meal Break - Day Workers

Where an employee does not complete the meal break within the time prescribed in this clause as a result of having been required to continue working and thereby deferring the meal interval, the employee will be paid at the rate of time and one half for the first half hour and double time thereafter for all time elapsing between the time at which the meal is customarily taken and the time the meal interval is commenced.

(b) Rest Break on Overtime

- (i) Where an employee is required to work overtime before or after the usual commencing or ceasing time on any day or shift for 1-1/2 hours or more, that employee will be allowed a rest break of 20 minutes immediately before such commencing time or after such ceasing time. The rest break will be paid at ordinary rates.
- (ii) The employer and employee may agree to any variation of (a)(iii), to meet the circumstances of the work in hand, but no payment for any time allowed in excess of 20 minutes will be required.
- (iii) Thereafter, after each four hours of continuous overtime work, the employee will be allowed a rest break of 20 minutes without deduction of pay, if the employee continues work after the rest break.
- (iv) For the purpose of this subclause, the usual commencing and ceasing time is at the start or end of ordinary hours inclusive of time worked for accrual purposes.

(c) Rest Pause on a Saturday, Sunday or Holiday with Pay

- (i) An employee working on a Saturday, Sunday or holiday will be allowed a paid rest break of 20 minutes duration at the appropriate rate after each four hours of work if the employee continues work after the rest break.
- (ii) Where an employee is required to work on a Saturday, the first rest break will, if occurring between 10.00 a.m. and 1.00 p.m., be paid at ordinary rates.
- (iii) The employer and employee may agree to any variation of (i) to meet the circumstances of the work in hand, but no payment for any time agreed in excess of 20 minutes will be required.

## **5. OVERTIME**

(a) All employees

- (i) Subject to (ii), an employee may be required 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.
- (iii) No overtime shall be worked without the prior approval of the employer.
- (b) Day workers
  - (i) Monday to Friday
 

Except as otherwise provided, all time worked in excess of or outside the ordinary hours of work provided in Part V Clause 1 - Ordinary Hours of Work For Day Work, will be paid:

    - (1) at one and one half times the ordinary rate for the first two hours; and
    - (2) at double the ordinary rate for all time thereafter, and such double time will continue until the completion of the overtime work.
  - (ii) For the purpose of calculating overtime under this clause:
    - (1) the hourly rate is determined by dividing the weekly rate by 38;
    - (2) each day's work stands alone except where overtime is continuous with the previous day; and
    - (3) a day means all time between midnight on any one day and midnight on the succeeding day.
  - (iii) Weekend Work
    - (1) Overtime worked on a Saturday will be paid at time and one half for the first two hours and double time thereafter.
    - (2) All time worked on a Sunday will be paid at double time.
    - (3) An employee who works overtime on a Saturday or a Sunday will be provided with at least three hours work or be paid three hours pay.
  - (iv) Holiday work

- (1) Overtime worked on a holiday specified in Part VI, Clause 1 - Holidays with Pay, will be paid at the rate of double time and one half.
  - (2) An employee required to work on a holiday specified in Part VI, Clause 1 - Holidays with pay, will be afforded at least four hours work or paid for four hours at the rate of double time and one half.
- (v) Call Out
- (1) Monday to Friday
    - (A) An employee called out to work Monday to Friday after leaving the workplace for the day will be paid a minimum of four hours work at the rate of time and one half for each time called out whether notified before or after leaving the workplace.
    - (B) Despite (1)(A), if required to work for two hours or more an employee will be paid for a minimum of four hours work calculated at time and one half for the first two hours and double time thereafter.
  - (2) Saturdays
    - (A) An employee called out to work on a Saturday will be paid for a minimum of three hours work at the rate of time and one half on each occasion called out.
    - (B) Despite (2)(A), an employee required to work for two hours or more will be paid for a minimum of three hours work at time and one half for the first two hours and double time thereafter.
  - (3) Sundays
 

An employee called out to work on a Sunday will be paid at double time for a minimum of three hours at the first call out, and for actual time worked at each subsequent call out.
  - (4) Holidays with Pay
    - (A) An employee called out to work on a holiday with pay as specified in Part VI, Clause 6 - Holidays with Pay, will be paid at double time and one half for a minimum of three hours at the first call out and for the actual time worked at each subsequent call out.
    - (B) The provisions of this subclause do not apply in cases where the overtime is continuous, subject to meal breaks, with the completion or commencement of ordinary working time.

(vi) Ten-Hour Rest Break

- (1) When overtime work is necessary it will, wherever practicable, be arranged so that employees have at least ten consecutive hours off duty between the work of successive days.
- (2) An employee who works so much overtime that the employee does not have at least ten consecutive hours off duty:
  - (A) between the end of ordinary work on one day and the commencement of ordinary work on the next day; or
  - (B) between 4.00 p.m. on a Sunday, public holiday or rostered day off and the commencement of ordinary work on the next day, will be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
  - (C) If, on the instructions of the employer, an employee resumes or continues to work without having had ten consecutive hours off duty, that employee will be paid at double time until released from duty for that period and is entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time that occurs during that absence.

(c) The provisions of this clause do not apply:

- (i) to any employee during any period in which that employee is engaged in fighting bushfires, in which case the provisions of Part V Clause 3 - Bushfire Fighting, apply; or
- (ii) where overtime is worked in accordance with Part V Clause 6 - Availability, where the actual time worked is less than three hours on each call out or on each of such call outs.

(d) Shift Worker

(i) Overtime rates

- (1) Subject to (2), work done by shift workers in excess of or outside the ordinary working hours (inclusive of time worked for accrual purposes as prescribed in Part V, Clause 2 on a rostered shift or on a shift other than a rostered shift shall be paid at the rate of double time.
- (2) Provided that the provision of (1) shall not apply to:
  - (A) arrangements between the employees themselves; or
  - (B) in cases due to rotation of shift; or
  - (C) when the relief does not come on duty at the proper time.



- (3) Subject to (4), for all time of duty after the employee has finished his or her ordinary shift, such unrelieved employee shall be paid at the rate of time and a half for the first eight hours and double time thereafter.
- (4) Provided that the provisions of (3) shall not apply where a rostered employee has notified the employer at least eight hours before the commencement of a shift of his or her inability to attend work. In such cases, if the employer requires the unrelieved employee to continue working past the finish of his or her ordinary shift, he or she shall be paid at the rate of double time.

(ii) Call Out

- (1) A shift worker called out to work after the expiration of his or her customary working time after he or she has left work for the shift, or called out to work on a day on which he or she is rostered off, shall be paid for a minimum of three hours work calculated at double the ordinary prescribed rate for each time he or she is called out.
- (2) Provided that if called out on a holiday prescribed in Part VI, Clause 1 - Holidays with Pay, payment shall be calculated at the rate of double time and a half.

(iii) Ten Hour Rest Break

The provisions (b)(vi) apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

- (1) for the purpose of changing shift rosters; or
- (2) where a shift worker does not report for duty and a day worker or shift worker is required to replace such shift worker; or
- (3) where a shift is worked by arrangement between the employees themselves.

(iv) Transport after Shift Work Overtime

When an employee works overtime on a shift for which that employee is not regularly rostered and finishes work at a time when reasonable means of transport are not available, the employer will provide that employee transport home or to the nearest public transport.

## **6 AVAILABILITY**

- (a) the employer may require an employee, by way of roster or direction, to be available to resume duty and the employee is required to remain:
  - (i) Fit for duty,
  - (ii) Readily contactable while so rostered or directed; and
  - (iii) Able to resume duty.

- (b) an employee advised of the requirement to be available to return to work shall remain contactable and in close proximity to their normal residence and be ready and able for an immediate return to work.
- (c)
  - (i) Subject to (e) an employee required to be available is to be paid \$3.78 per hour for each hour the employee is required to be available, with a minimum payment for eight hours.
  - (ii) An employee whose principal activity is the management and suppression of fires will be rostered for a minimum of 8 weekends on availability, or payment in lieu thereof for each fire season. Such roster will operate for 64 hours each weekend from the end of ordinary hours on the Friday to the commencement of ordinary hours on the Monday.
- (d) The employer may direct an employee to monitor equipment and/or to attend to after hours calls.
- (e) The allowance prescribed in (c) is not payable for time an employee, on availability, is actually called out and returns to the workplace or a place of work, in which circumstance the provisions of (h) shall apply.
- (f) Recall to Work
  - (i) An employee shall not refuse a reasonable request to return to work with or without prior notice if required by the employer.
  - (ii) Subject to (iii), an employee, recalled to work overtime will be paid for a minimum of four hours at the rate of time and one half for the first three hours and double time thereafter.
  - (iii) Should a subsequent recall occur during the four hour spread for which the minimum payment prescribed in (ii) has been attracted, then no extra payment shall accrue until the time actually worked exceeds four hours.
  - (iv) Payment for recalls occurring outside the first minimum payment spread shall be calculated at the appropriate rate for actual time worked.
  - (v) Time reasonably spent travelling to and from work shall be regarded as time worked.
  - (vi) The employer may, where reasonably practicable, require the employee to undertake work to maintain services not associated with the cause for the return to work.
  - (vii) Where in the normal operations of an area, or a position, routine return to work is required for the checking of equipment or machinery, security or caretaking, the provisions of this clause do not apply.

## **PART VII – LEAVE AND HOLIDAYS WITH PAY**

### **1. HOLIDAYS WITH PAY**

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

New Year's Day, Australia Day, Eight Hour Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, Queens Birthday, Show Day, Cup Day (either half day or full day), Hobart Regatta Day (South of Oatlands), Recreation Day (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day;

or any other day, or part thereof, that is proclaimed from time to time according to the *Statutory Holidays Act 2000*.

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

### **2. PARENTAL LEAVE**

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

- (a) Definitions

For the purposes of this clause:

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

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

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

- (4) the employee has not already performed 10 days of paid work that were keeping in touch days for the employer or another entity during the period of leave.
- (x) **'Normal rate of pay'** means an employee's rate of salary and includes allowances which would have continued to be paid but for taking parental leave.

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

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

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

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

(b) Entitlement to Unpaid Parental Leave

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

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

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

- (ii) Parental Leave is only available to one employee at a time in a single unbroken period, except both the primary care giver and secondary care giver are entitled to access simultaneous parental leave in the following circumstances:
  - (1) for leave in relation to the birth of the employees' child, an unbroken period of eight weeks simultaneous leave.
  - (2) for Adoption Leave, an unbroken period of up to eight weeks at the time of placement of the child.
- (iii) Except where provided for otherwise in clause 2 of this part, and except for an additional period of Paid Secondary Caregiver parental leave accessed in accordance with subclauses (e)(i) and (h)(iii), paid parental leave commences from the date of birth or adoption of the child.
- (iv) Parental leave may only be taken by an employee in a single unbroken period.  
  
PROVIDED that an employee entitled to additional Paid Secondary Caregiver Leave in accordance with subclauses (f)(i) and (h)(iii) may access parental leave in up to two unbroken periods.
- (v) Right to request extension to unpaid parental leave and simultaneous unpaid parental leave
  - (1) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:
    - (A) to extend the period of simultaneous unpaid parental leave provided for in this clause up to a maximum of eight weeks; and/or
    - (B) to extend the period of unpaid parental leave provided for in this clause by a further continuous period of leave not exceeding 12 months to a maximum of 104 weeks;

to assist the employee in reconciling work and parental responsibilities

- (2) The employer is to consider a request, according to this clause and having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (3) In the case of an Employee who is a member of a couple, the period of the extension cannot exceed 12 months, less any period of parental leave that the other member of the couple will have taken in relation to the Child.

- (vi) An employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.
  - (ix) An employee employed for a fixed term contract has the same entitlement to parental leave, however the period of leave granted is not to extend beyond the term of that contract.
- (c) Paid Primary Caregiver Leave
- (i) After 12 months continuous service an eligible employee who will be the Primary Caregiver at the time of birth of their child, will be entitled to 18 weeks Paid Primary Caregiver Leave. An employee's entitlement to unpaid parental leave pursuant to subclause (b)(i) will be reduced by any amount of Paid Primary Caregiver Leave accessed by that employee in accordance with this subclause.
  - (ii) The 18 weeks Paid Primary Caregiver Leave is to be taken at the commencement of the period of parental leave and must be taken in a consecutive period, except in circumstances provided for in Part VII, Clause 4(e)(ii).
  - (iii) Subject to subclause (c)(i) and unless agreed otherwise between the employer and employee, an employee who is pregnant may commence Paid Primary Caregiver Leave as the Primary Caregiver in accordance with this subclause at any time within six weeks immediately prior to the expected date of birth. In all other cases, paid parental leave for the Primary Caregiver accessed under this subclause commences on the day of birth.
  - (iv) An employee who is pregnant and who continues to work within the six-week period immediately prior to the expected date of birth, or an employee who elects to return to work within six weeks after the birth of the child, is required to provide a medical certificate to the employer stating that the employee is fit to work on their normal duties.
  - (v) Only one employee can receive paid parental leave entitlements as the Primary Caregiver in respect of the birth of their child. An employee cannot receive Primary Caregiver Leave entitlements if:
    - (1) their spouse is, or will be, the Primary Caregiver at the time of the birth of their child, or
    - (2) their spouse has received, or will receive, paid parental leave (in connection with a requirement to act as a Primary Caregiver), Primary Caregiver entitlements, or a similar entitlement, from their employer; or
    - (3) that employee has received, or will receive, Secondary Caregiver parental leave entitlements in relation to their child.
  - (vi) The rate of pay for an employee during the period of the Paid Primary Caregiver Leave is the normal rate of pay, as defined in subclause (a)(x).
  - (vii) The employee may elect to take payment for the paid period of the absence,
    - prior to the commencement of the leave or;
    - over 18 consecutive weeks at a full rate pay or;

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



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

notice at least ten weeks in advance of the commencement of the additional period of leave confirming that the employee will assume primary caregiving responsibility for their child for the duration of the period of leave proposed;

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

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

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

(i) Grandparent Leave

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

- (x) An employee's entitlement to access Grandparent Leave under this clause ceases where another person assumes primary care responsibilities for that employee's grandchild.

(j) Variation of Period of Parental Leave

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

(k) Parental Leave and Other Entitlements

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

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

- (ii) Unpaid leave

- (1) A period of unpaid leave is available according to this clause and may form part of an employee's parental leave entitlement.
  - (2) Any period of parental leave without pay in excess of 20 working days is regarded as leave without pay for accrual purposes, including for annual leave and personal leave but does not break an employee's continuity of service.

- (iii) Keeping in Touch Days

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

- (4) The period worked by the employee as a keeping in touch day may be for part of a single day.
- (5) If, during a period of unpaid parental leave, an employee performs work for the employer on a keeping in touch day taking that leave or performing that work does not have the effect of extending the period of unpaid parental leave.
- (6) If, during a period of paid parental leave, an employee performs work for the employer on a keeping in touch day performing that work will extend the period of that paid leave but will not extend the period of unpaid parental leave.

(l) Transfer to a Safe Job

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

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

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

(n) Right to Request

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

(o) Replacement Employees

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

(p) Communication During Parental Leave

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

- (ii) The employee is to take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
  - (iii) The employee is to also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (p)(i) above.
- (q) Lactation Breaks/Facilities
- In order that employees can better combine the demands of work and parental responsibilities, an employee is to have reasonable time and access to suitable facilities in the workplace for the purpose of expressing milk, breastfeeding, or any other activity necessary for breastfeeding and expressing in the workplace.
- (r) Surrogacy Arrangements
- An Employee whose child is born through a surrogacy arrangement which complies with Part 4 of the *Surrogacy Act 2012* (Tas), is eligible to access the parental leave entitlements outlined in this clause as a Primary or Secondary Caregiver subject to meeting the eligibility, notice and evidence requirements outlined within this clause.
- (s) Permanent Care Leave
- An Employee will be entitled to access parental leave in accordance with this clause at a time agreed with the Employer if they are granted a permanent care order in relation to the custody or guardianship of a Child pursuant to the *Children, Young Persons and Their Families Act 1997* (Tas) (or any successor to the legislation) or a permanent parenting order by the Family Court of Australia and will be the Primary or Secondary Caregiver for that child.

### **3. PERSONAL LEAVE**

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

#### **(a) Definitions**

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



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

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

- (2) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent (including foster parent step parent or legal guardian), grandparent, grandchild, sibling or step sibling, brother-in-law, sister-in-law, son-in-law or daughter-in-law of the employee or employee's spouse.

(iv) **'Medical Certificate'** issued by a registered health practitioner is taken to be a medical certificate for the purpose of this clause if it is issued in respect of the area of practice in which the practitioner is registered or licensed under an appropriate law of Australia that provides for the registration or licensing of health practitioners.

(v) **'Personal Leave'** means leave provided for:

- (1) personal illness or injury; or
- (2) to care for members of their immediate family or household who are sick and require care and support; or
- (3) to care for members of their immediate family or household who require care due to an unexpected emergency

(vi) **'Statutory Declaration'** means a declaration made in writing according to the requirements of the *Oaths Act 2001* (Tas). It is an offence under section 113 of the *Criminal Code*, as contained in Schedule 1 of the *Criminal Code Act 1924* (Tas), to make a false statement in a Statutory Declaration.

(b) Amount of Personal Leave

(i) Personal leave is available to an employee, when the employee is absent:

- (1) due to personal illness or injury; or
- (2) to provide care or support for a member of the employee's immediate family or household who is ill or injured; or
- (3) to provide care or support to a member of the employee's immediate family or household due to an unexpected emergency;

(ii) Personal leave is credited according to length of service. Part-time employees are entitled to personal leave in direct proportion to the number of hours worked compared to full-time employees. Payment for personal leave will only be made for those hours that would normally have been worked had the employee not been on personal leave.

(iii) Personal leave may be taken for part of a single day.

(c) Calculation of Personal Leave Year

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

(d) Aboriginal Family Relationships

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

(e) Personal Leave Triennium Entitlement for Permanent Employees

The entitlement to personal leave for an employee who is employed on a permanent full-time basis is credited in advance and:

- (i) is provided on a three-year or triennial cycle, and commences on the first day of employment and on the 3rd, 6th, 9th and every third anniversary of employment thereafter.
- (ii) each three year cycle is separate and is not cumulative to each three year period.
- (iii) is renewed according to the triennial cycle, except for a variation on the 5th and 10th anniversary of appointment when the entitlement increases;
- (iv) if personal leave with full pay is exhausted in any triennial period personal leave is available at half pay and without pay;
- (v) personal leave is managed according to the following table:

	<u>Full pay</u>	<u>Half pay</u>	<u>Without pay</u>
First year of service a credit is provided.	161.70 hours	323.40 hours	970.20 hours
On the 3rd anniversary of service the existing balance is replaced and a new credit is provided.	161.70 hours	323.40 hours	970.20 hours
On the 5th anniversary of service a new credit is added with the existing balance remaining.	Add 323.40 hours to existing balance	Add 161.70 hours to existing balance	Credit remains 970.20 hours
On the 6th anniversary of service the existing balance is replaced and a new credit is provided.	485.10 hours	485.10 hours	970.20 hours
On the 9th anniversary of service the existing balance is replaced and a new credit is provided.	485.10 hours	485.10 hours	970.20 hours
On the 10th anniversary of service a new credit is added with the existing balance remaining.	Add 485.10 hours to existing balance	No change to existing balance	Reduce credit by 485.10 hours
On the 12th anniversary of service the existing balance is replaced and a new credit is provided.	970.20 hours	485.10 hours	485.10 hours

This cycle is repeated every three years on the anniversary of service.

(f) Personal Leave Entitlement for Fixed Term Employees

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

- (i) provides for 10 days leave for each full year of service;
- (ii) unused personal leave credits accumulate and carry forward each year;
- (iii) if in any personal leave year personal leave with full pay is exhausted personal leave without pay is available provided the absences are supported by evidence consistent with subclause (m) of this clause;
- (iv) a period of personal leave does not extend the period of employment;

- (v) for employees employed for less than 12 months personal leave is credited in direct proportion of their employment compared to full-time equivalent employment.
- (vi) A fixed term employee who has completed:
  - (1) 12 months continuous service and is likely to complete a further three years' continuous service, as certified by the employer; or
  - (2) four years continuous service;

is entitled to personal leave according to subclause (e), as if that employee was a permanent employee.

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

- (i) A fixed-term employee who becomes a permanent employee is entitled to personal leave according to subclause (e), as if the employee had been appointed as a permanent employee on the first day of continuous service and calculations of entitlements are to be made accordingly.
- (ii) A fixed-term employee to whom subclause (g)(i) applies and who otherwise would have received a greater entitlement as a fixed term employee is to receive that entitlement if personal leave in excess of the entitlement of subclause (e) is required.
- (iii) An employee to whom subclause (g)(ii) applies is entitled to personal leave at half-pay and without pay appropriate to their years of service in accordance with subclause (e) if personal leave on full pay is exhausted.

(h) The Effect of Workers Compensation

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

(i) Personal Leave for Personal Injury or Sickness

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

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

- (i) An employee is entitled to use up to a maximum of 152 hours of personal leave each year to provide care or support for a member of the employee's immediate family or household who is ill or injured or to provide care or support to a member of the employee's immediate family or household due to an unexpected emergency;
- (ii) Leave may be taken for part of a single day.

- (iii) By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in sub-clause (j)(i), beyond the limit set out in subclause (j)(i). In such circumstances, the employer and the employee are to agree upon the additional amount that may be accessed

(k) Sole Person Accessing Leave

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

(l) Employee Must Give Notice

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

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

The employee is to state:

- (1) the nature of the injury or illness and;
  - (2) the estimated duration of the absence.
- (ii) As far as practicable an employee taking personal leave to provide care or support for a member of the employee's immediate family or household who is ill or injured or to provide care or support to a member of the employee's immediate family or household due to an unexpected emergency is to give the employer:
  - (1) notice prior to the absence of the intention to take leave;
  - (2) the name of the person requiring care or support and their relationship to the employee;
  - (3) the reasons for taking such leave; and
  - (4) the estimated length of absence.
- (iii) If it is not practicable for the employee to give prior notice of the absence, the employee must notify the employer at the earliest opportunity on any day leave is required and provide an estimation of the length of leave required.

(m) Evidence Supporting Claim

- (i) When taking personal leave the employee is to provide the employer with evidence acceptable to a reasonable person that the employee was unable to attend duty on the day or days on which personal leave is claimed.
- (ii) The evidence the employee is required to provide is:

- (1) for leave on account of personal injury or illness, a medical certificate from a registered health practitioner;
  - (2) for leave to provide care or support to a member of the employee's immediate family, or a member of the employee's household, because of a personal illness or injury affecting the member, a medical certificate from a registered health practitioner stating the person concerned is ill or injured and that such illness or injury requires care or support by the employee;
  - (3) for leave to provide care or support to a member of the employee's immediate family, or a member of the employee's household, due to an unexpected emergency affecting the member, documentation acceptable to a reasonable person stating the nature of the emergency and the care or support required to be provided by the employee;
- (iii) If it is not reasonably practicable for the employee to give the employer a medical certificate as prescribed in paragraphs (1) and (2) or other acceptable documentation as prescribed in paragraph (3) a statutory declaration made by the employee, stating the circumstances and the reasons for which leave is required is to be provided.
  - (iv) An employee may take up to 5 days of personal leave in any personal leave year without being required to provide evidence in support of their application except where an absence is for 3 or more consecutive days, in which case the requirements of sub-clauses (ii) and (iii) apply.
  - (v) Other than an application for personal leave under sub-clause (iv), an application for personal leave that is not supported by the evidence required under subclauses (m)(i), (ii) and (iii) will not be accepted.
- (n) Verification of Personal Leave
- (i) If the employer is not satisfied that an employee has provided evidence that is acceptable to a reasonable person to support an application for a period of personal leave the employer may request the employee to provide a written explanation to verify the application.
  - (ii) A request for an explanation by the employer is to specify the area(s) of concern the employer has in sufficient detail to enable the employee to provide a response. The employee will be provided a reasonable opportunity to respond.
  - (iii) After considering the employee's response, the employer may:
    - (a) Accept the employee's response as verifying the application; or
    - (b) counsel the employee regarding future applications; or
    - (c) counsel the employee and notify the employee that all applications for personal leave for a specified period must be supported by the evidence requirements of (m)(ii) (i.e. cannot be replaced by a Statutory Declaration); or

- (d) Direct an employee to undergo a medical examination by a registered health practitioner selected and paid for by the employer, at any reasonable time and place and with reasonable notice, for an assessment of the basis for the employee's application for leave.
  - (iv) If the employee is aggrieved at the decision taken by the employer in sub-clause (iii) they may raise a grievance through the Part X (3) – Grievance and Dispute Settling Procedures.
- (o) Unpaid Personal Leave
 

Where an employee has exhausted all paid personal leave entitlements, the employee is entitled to take unpaid personal leave to provide care or support for a member of the employee's immediate family or household who is ill or injured or to provide care or support to a member of the employee's immediate family or household due to an unexpected emergency. The employer and the employee are to agree on the period. In the absence of agreement, the employee is entitled to take up to two working days per occasion, provided the requirements of subclauses (l) and (m) are met.
- (p) Casual Employees
  - (i) Subject to the evidentiary and notice requirements in subclauses (l) and (m) casual employees are entitled to not be available to attend work, or to leave work to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of a personal illness or injury affecting the member; or an unexpected emergency affecting the member.
  - (ii) The employer and the employee are to agree on the period for which the employee is entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to two working days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlement provided for in this sub-clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

#### **4. COMPASSIONATE AND BEREAVEMENT LEAVE**

##### **(a) Purpose**

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

- (2) when a baby in the employee's immediate family or household is stillborn; or
- (3) where an employee or their spouse experiences a miscarriage.

(b) Definitions

- (i) **'Household'** in respect of an employee means any person or persons who usually reside with the employee.
- (ii) **'Immediate family'** subject to subclause (d), in respect of an employee includes a:
  - (1) spouse (including a former spouse) of the employee. Spouse means a person who is married or a person who is in a significant relationship within the meaning of the *Relationships Act 2003*.  
 A significant relationship is a relationship between two adult persons who:
    - (A) have a relationship as a couple; and
    - (B) are not married to one another or related by family.
  - (2) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent (including foster parent, step parent or legal guardian), grandparent, grandchild, sibling or step sibling, of the employee or employee's spouse.
  - (3) The employer acknowledges that employees may have significant relationships outside of those specified in sub-clause (b)(i) and (ii) and therefore would consider an application for bereavement leave in those circumstances. The amount of any bereavement leave would be at the discretion of the employer.
- (iii) 'Personal Leave Year' is as specified in Part VII Clause 3(c) of this Award.
- (iv) For the purpose of this clause miscarriage means a spontaneous loss of an embryo or fetus before a period of gestation of 20 weeks.
- (v) For the purpose of this clause a stillborn child is a child:
  - (1) who weighs at least 400 grams at delivery or whose period of gestation was at least 20 weeks; and
  - (2) who has not breathed since delivery; and
  - (3) whose heart has not beaten since delivery.

(c) Entitlement

- (i) An employee is entitled to compassionate and bereavement leave of up to 10 days paid leave per personal leave year on each occasion as specified in subclause (a)(i) and (ii) of this Part.
- (ii) Where an employee has had compassionate leave to provide care or support to a particular member of the employee's immediate family or household and that particular member then dies, the amount of bereavement leave that may be approved is the balance after deducting any compassionate leave taken in that personal leave year for that person.
- (iii) Paid compassionate or bereavement leave in addition to sub-clauses (c)(i) and (ii) is available at the discretion of the employer.



- (iv) Compassionate and bereavement leave is paid at the normal salary rate, as defined.
- (v) Compassionate and bereavement leave may be taken in more than one period. Bereavement leave must be taken within three months of the death of the person or pregnancy loss, however compassionate leave is only to be taken at times directly related to providing care or support to the person suffering a life threatening illness or injury.
- (vi) The entitlement of casual employees is set out in subclause (h).

(d) Aboriginal Family Relationships

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

(e) Relationship to Other Paid Leave

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

(f) Evidence Requirements

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

(g) Unpaid Compassionate and Bereavement Leave

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

(h) Casual Employees

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

**5. RECREATION LEAVE**

(a) Entitlement to Recreation Leave

- (i) A full-time employee (other than a casual as defined) accrues 4 weeks of recreation leave each year.
- (ii) Recreation Leave for full-time employees accrues at the rate of 5.85 hours for each fortnight worked.
- (iii) Full-time seven-day shift workers (as defined) are entitled to an additional week of recreation leave per year for each twelve month period of continuous service.
- (iv) A full-time employee with twelve months continuous service who is engaged for part of a twelve monthly period as a seven-day shift worker is entitled to additional recreation leave for each period the employee is engaged as a shift worker in proportion to the time worked compared to a full-time shift worker.
- (v) Recreation Leave for part-time employees accrues on a pro rata basis in proportion to the hours worked compared to full time employees rate of accrual as specified in (a)(i), (ii), (iii) and (iv).
- (vi) Casual employees (as defined) are not entitled to recreation leave.
- (vii) Where the employer determines to close offices during the period commencing on Christmas Day and ending on New Year's Day (or any other days as may be deemed to be publicly observed as these State Service Holidays by the application of the Statutory Holidays Act 2000), such hours not being Holidays with Pay will be deducted from the employee's recreation leave accrual unless the employee is required to attend for duty.

(b) Payment for the Period of Recreation Leave

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

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

For the purpose of recreation leave accrual:

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

(d) Management of Recreation Leave

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

(e) Excessive Accrual of Recreation Leave

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

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

- (i) Where an employee has an excessive leave accrual, and genuine agreement has not been reached to reduce the excessive leave accrual the Head of Agency may give a written direction to the employee to take one or more periods of recreation leave.
- (ii) However, a direction by the Head of Agency under subclause (i) must not:
  - (1) result in the employee's remaining accrued recreation leave being less than 6 weeks;
  - (2) require the employee to take any period of recreation leave of less than 1 week;
  - (3) require the employee to take any period of recreation leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

- (4) be inconsistent with any recreation leave agreement agreed by the employer and employee.
  - (iii) An employee to whom a direction has been given may make a request to take recreation leave as if the direction had not been given. Such request is not to be unreasonably refused.
  - (iv) If recreation leave is agreed after a direction is issued and the direction would then result in the employee's remaining accrued recreation leave being less than 6 weeks entitlement, the direction will cease to have effect.
  - (v) An employee must take paid recreation leave in accordance with a direction complying with this clause.
- (g) The Employee can Direct that Recreation Leave be Taken
- (i) Where an employee has an excessive leave accrual, and genuine agreement has not been reached to reduce the excessive leave accrual, the employee may give a written notice to the employer to take one of more periods of recreation leave.
  - (ii) The employee may only give notice under (g)(i) where:
    - (1) The employee has had an excessive leave accrual for more than 6 months at the time of giving notice; and
    - (2) The employee has not been given a direction under clause (f)(i).
  - (iii) A notice given by an employee under clause (g)(i) must not:
    - (1) result in the employee's remaining accrued recreation leave being less than 6 weeks;
    - (2) Provide for the employee to take any period of recreation leave of less than 1 week;
    - (3) Provide for the employee to take any period of recreation leave beginning less than 8 weeks or more than 12 months after the notice is given'
    - (4) Be inconsistent with any recreation leave agreement agreed by the employer and employee.
  - (iv) The Head of Agency must grant paid recreation leave requested by a notice complying with this clause.
- (h) Personal Leave Requirements during Recreation Leave
- (i) An employee who is injured or ill, or is required to care for a member of the employee's immediate family or household while absent on recreation leave may, on written application to the employer, be credited with a period of annual leave equal to the number of working days for which the employee was injured or ill, or required to care for a member of the employee's immediate family or household.
  - (ii) Where, in accordance with subclause (h)(i) above, the employer re-credits an employee with recreation leave, a deduction of that number of days will be made from any personal leave credit to which the employee is entitled.

- (iii) An application made under subclause (h)(i) of this clause is to be accompanied with a certificate from a registered health practitioner.

(i) Payment of Accrued Recreation Leave on Termination

An employee whose employment is terminated will be paid the normal rate of salary and any applicable allowances, the employee would have received for the ordinary hours of work at the time of termination, for any accrued recreation leave.

(j) Recreation Leave in Advance of Accrual

- (i) An employee should only take the recreation leave they have accrued, unless otherwise provided in this clause.
- (ii) The Head of Agency may grant an employee a period of recreation leave before the employee has accrued an entitlement to that leave.
- (iii) Where recreation leave has been granted in advance under (j)(ii) and the employee's employment is terminated before the period of leave taken in advance has been restored by the time worked, the Head of Agency is entitled to deduct the amount of recreation leave yet to accrue from any remuneration payable to the employee upon termination of employment.

(k) Recreation Leave in One or More Periods

Recreation leave may be granted and taken in a number of separate periods including the granting and taking of a single day's leave.

(l) Cashing out of Recreation Leave

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

(m) Cancellation of Approved Recreation Leave by the Employer

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

- (iii) Any claim made by an employee is to exclude amounts recoverable by way of insurance reimbursements.
- (n) Re-call to Work during a Period of Approved Recreation Leave
  - (i) Where an employee on approved recreation leave accepts a Head of Agency request to return to work during that period of approved recreation leave, the Head of Agency is to pay all reasonable costs associated with the return to work other than normal fares incurred travelling to and from work.
  - (ii) Any claim made by an employee is to be supported by receipts and other appropriate documentation.
  - (iii) Where an employee resumes recreation leave the Head of Agency is to meet all costs associated with returning the employee to the place they were located on recreation leave prior to the recall to work.
  - (iv) An employee returning to work is to have their recreation leave balance credited by the hours foregone.
  - (v) An employee may choose to either take the re-credited recreation leave at the conclusion of the current period of leave or alternatively take the leave at another time.

## **6. STATE SERVICE ACCUMULATED LEAVE SCHEME**

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

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

### **(a) Summary of Scheme**

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

### **(b) Interpretation**

The conditions and administrative arrangements in the SSALS are to be administered in conjunction with the *State Service Act 2000* and the *State Service Regulations 2001*.

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

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

**'Normal salary'** means the salary that would be paid to a participating employee if that person was not participating in a Plan and includes salary expressed as an annual rate, fortnightly rate, weekly rate, daily rate or hourly rate. It includes all allowances

that are paid as an annual rate, fortnightly rate, weekly rate, daily rate or hourly rate but not overtime payments and shift work penalty rates unless they are paid as a component of an annualised rate.

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

**'Participating employee'** means an employee whose election to participate in a Plan has been approved by the employer.

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

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

(c) Plans

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

<u>Work Period</u>	<u>Percentage of Normal Salary payable during the period of the Plan</u>	<u>Leave Period</u>
Four Years	80% "The Four over Five Year Plan"	One Year
Three Years	75% "The Three over Four Year Plan"	One Year
Twenty Months	83.3% "The 20 over 24 Month Plan"	Four Months
Eighteen Months	75% "The 18 over 24 Month Plan"	Six Months
Forty Eight Weeks	92.3% "The 48 over 52 Week Plan"	Four Weeks
Forty Weeks	76.9% "The 40 over 52 Week Plan"	Twelve Weeks
(Other Plan) "A"	$\frac{A}{A+B} \times \frac{100}{1} = \dots\%$ (to one decimal place) Year The ..... over..... Month Plan" Week	(Other Plan) "B" Year Months Weeks

(d) Application of SSALS

- (i) The employer, after considering the operational requirements of the Agency, determines whether any Plan or Plans are to be available to employees in the Agency.

- (ii) The employer may make any Plan or Plans available to employees in an Agency or an employee or employees can request the employer that a Plan be made available to them.
  - (iii) A Plan may be made available to any permanent employee (full or part-time) including an employee who works shifts. A Plan may be made available to any temporary employee the term of whose contract of employment is sufficient to cover the period of the Plan.
  - (iv) The Employer determines:
    - (1) whether one or more Plans will be made available to all or only some of the employees;
    - (2) whether particular Plans will be made available to particular categories of employees;
    - (3) whether quotas will apply to the number of employees who may participate in a Plan, and whether quotas will apply to any category of employees;
    - (4) the selection arrangements where quotas are imposed; and
    - (5) the commencement date of any Plan.
  - (v) Where an employee participating in a Plan is promoted, transferred, seconded or otherwise moved either into another Agency or within their own Agency the Employer in which the employee is thereafter employed will, after consultation with the employee and taking into account the operational requirements of the Agency, determine whether or not the employee is able to continue on their Plan.
  - (vi) If the Employer determines under subclause (d)(v) that the employee is not able to continue on their Plan, the Employer may forthwith terminate the employee's Plan whereupon the employee becomes entitled to a period of accumulated leave which bears the same proportion to the total leave period of the Plan as the period worked under the Plan bears to the total work period, to be remunerated at the percentage of normal salary payable during the period of the Plan. The employee may apply to the Employer at any time to take that leave, and it is to be granted as soon as can be, consistent with the operational requirements of the Agency.
- (e) How to Participate in SSALS
- (i) Where the Employer offers a Plan to an employee the employee may elect to participate in the Plan by lodging an election in writing with the Employer in any form which the Employer may approve.
  - (ii) The Employer may accept or reject an election to participate made in accordance with subclause (e)(i).



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

(f) Conditions and Administrative Arrangements

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

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

- (ii) Suspension of Plan

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

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

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

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

- (iii) Accumulated Leave

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

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

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

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

(iv) Payment during the Leave Period

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

(v) Salary Progression

Salary Progression will continue throughout the period of a Plan.

(vi) Superannuation

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

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

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

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

(vii) Other Compulsory Deductions from Pay

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

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

(viii) Voluntary Deductions from Pay

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

(ix) Administrative Records

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

(x) Recreation Leave

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

(xi) Personal Leave

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

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

(xii) Parental Leave

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

(xiii) Other Leave

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

(xiv) Long Service Leave

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

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

service leave entitlements are to be taken otherwise than during the leave period of a Plan.

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

(xv) State Service Holidays (Public Holidays)

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

(xvi) Workers Compensation

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

(xvii) Cessation of Employment

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

## **7. JURY SERVICE**

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

## **8. PURCHASED LEAVE SCHEME (PLS)**

- (a) The purpose of the Purchased Leave Scheme (PLS) is:

- (i) an arrangement for employees to have 10 additional days of leave by taking 9 days leave without pay;
  - (ii) to allow employees additional leave to achieve a better, more flexible work-life balance; and
  - (iii) to allow the employer to improve productivity by reducing absenteeism through improved leave planning and providing an opportunity for salary savings.
- (b) Purchased leave is to be managed and taken in the same manner as recreation leave. The requirements for the management and taking of recreation leave are detailed in clause 5 of this part. The maximum accrual of recreation leave and purchased leave combined must not exceed two years of entitlement to recreation leave, i.e. 294 hours for a full-time employee.
- (c) Prior to approval of an application to participate in the PLS the employee and relevant manager are strongly advised to discuss the management of purchased leave accrual, the impact on their salary, plans to manage any outstanding accrued leave and adherence to recreation leave entitlements and obligations under this Award.
- (d) A part-time employee is able to participate in the PLS in direct proportion to their full-time equivalent employment.

#### Purchased Leave Scheme (PLS) Implementation

- (e) Employees will be entitled to apply to purchase 10 days of additional leave in each 12 month period. Applications will be for a 12 month period unless exceptional circumstances apply.
- (f) The employer may only refuse an application for PLS on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of suitable replacement staff, loss of efficiency and effectiveness, the specialised nature of the work and the impact on customer service.
- (g) The salary paid to an employee for whom participation in the PLS has been approved is as specified in Appendix 18 rather than the rates in Part II – Salaries and Related matters, Clause 3.
- (h) All shift penalty rates, are to be calculated on the PLS salary rates. Overtime is paid at the normal Award rate for the employee's classification.
- (i) All leave taken by an employee who is participating in the PLS is paid at the relevant PLS rate, including SSALs, recreation, personal, long service, parental leave and all other forms of paid leave according to the relevant Award and legislation. The PLS rate also applies to an employee who is participating in the PLS and is in receipt of a Higher Duties Allowance.
- (j) Purchased leave for full-time employees accrues at the rate of 2.82 hours for each fortnight worked for employees who work 73.5 hours per fortnight.
- (k) An employee may withdraw from participating in the PLS by giving the employer at least 2 weeks' notice from the start of their next full pay period. Upon withdrawal an employee may not be able to recommence participation until 12 months after the date of withdrawal. Upon withdrawal the employee is to be paid the full salary rate as prescribed in Part II – Salaries and Related Matters, Clause 3.

- (l) Employees who consider participating in the PLS are encouraged to seek advice from their relevant superannuation fund regarding any implications of their participation on their superannuation payments and entitlements.
- (m) An employee who is a member of the Retirement Benefits Fund (RBF) and who participates in the PLS is treated as being on leave without pay for 10 days per annum.

## **9. DEFENCE FORCE LEAVE**

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

- (e) A permanent employee who is required to give continuous service as member other than a part time member, of any of Australian Defence Forces, as a result of their:
  - (i) Voluntary enlistment at a time when the Commonwealth of Australia has been declared to be at war; or
  - (ii) Conscription at any time under a law of the Commonwealth of Australia, is to be granted leave, for the period that the employee is required to continuously serve, without pay or on such other terms as the employer may determine.
- (f) The provisions of this clause apply to a fixed term employee who has been engaged continuously for three months, but any period of Defence Force leave does not extend the end date as specified in the instrument of appointment.
- (g) Defence Force leave is to count as continuous service. However where the period of absence is in excess of 6 months in any leave year it is not to be taken into account in accruing.

## **10. FAMILY VIOLENCE LEAVE**

### (a) Purpose of Family Violence Leave

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

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

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

### (b) Definitions

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

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

- (A) have a relationship as a couple; and

(B) are not married to one another or related by family.

- (2) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent (including foster parent step parent or legal guardian), grandparent, grandchild, sibling or step sibling, brother-in-law, sister-in-law, son-in-law or daughter-in-law of the employee or employee's spouse.
- (3) The employer acknowledges that employees may have relationships outside of those specified in sub-clause (b)(iii) and (b)(iv) and therefore would consider an application for family violence leave in those circumstances. The amount of any family violence leave would be at the discretion of the employer.

(c) Aboriginal Family Relationships

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

(d) Amount of Family Violence Leave

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

(e) Payment of Family Violence Leave

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

(f) Evidence for Family Violence Leave

- (i) Where practicable, an employee who requests family violence leave is required to satisfy the employer of this request with no reasonable request to be denied for immediate and short-term absences.
- (ii) All reasonable action is to be taken by the employer to protect an employee's identity and maintain their confidentiality and privacy in approving, managing and recording leave under this clause.



- (iii) Any documentation provided by an employee as evidence to support an application for family violence leave is to be returned to the employee without being copied or recorded in any way and no information regarding family violence leave is to be kept on an employee's personnel file without the employee's express written permission.
- (iv) Evidence that may be provided to support an application for leave under this clause includes, but is not limited to, documentation or contact information (with appropriate authority from the employee) from professional support services such as:
  - Safe at Home Service provider (Police, Court Support and Liaison Service, Family Violence Counselling and Support Service, Legal Aid, Magistrates Court);
  - Employee Assistance Program (EAP) provider;
  - Specialist counselling or refuge service;
  - Legal or financial service; or
  - Medical/Health practitioner.
- (g) Access to Personal Leave
 

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

In addition to leave for family violence issues the employee, their Agency contact person and their manager should consider and implement, as appropriate, relevant measures to support the employee including but not limited to, increased workplace security, alternative duties, flexible work arrangements and counselling through an Employee Assistance Provider or specialist service provider.
- (i) Employee to Give Notice
  - (i) As far as practicable, and taking into consideration privacy and confidentiality requirements, an employee who is experiencing family violence and who requires leave to attend to matters associated with family violence is to provide the employer with:
    - (1) prior notice of the requirement for leave; and
    - (2) the estimated duration of the leave.
  - (ii) If it is not practicable for the employee to provide prior notice of the requirement for leave notification consistent with sub-clause (i) should be provided at the earliest opportunity.
- (j) Contact Officer for Family Violence
  - (i) Each Agency is to provide support for employees who are experiencing family violence and to notify employees of the name of the nominated Contact Officer(s).
  - (ii) A nominated Contact Officer(s) is to be trained in family violence and related issues such as sensitivity, privacy, raising awareness, providing access to

support and referral services, proposing reasonable adjustments to work arrangements, family violence risk assessment and risk management.

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

## **11. ABORIGINAL CULTURAL LEAVE**

### **(a) Purpose of Aboriginal Cultural Leave**

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

### **(b) Definitions**

- (i) **Aboriginal employee** for the purpose of this clause means an employee who is an Aboriginal and/or Torres Strait Islander person and who:
  - (1) meets the Tasmanian Government's eligibility requirements for Aboriginal and Torres Strait Islander programs and services; and
  - (2) has identified as Aboriginal and/or Torres Strait Islander in Employee Self Service or the relevant employment management system.
- (ii) **'Aboriginal Cultural events and activities'** refers only to Aboriginal community business and for the purpose of this clause does not include:
  - (1) NAIDOC Week activities and the TSS Aboriginal Employee Network Workshops and Gathering. The employer supports the attendance of Aboriginal employees at these events (where occurring in paid time) and recognises that their attendance is legitimate business and forms part of their ordinary duties. In these circumstances, attendance at these events

will be counted as time worked and therefore the employee is not required to access Aboriginal Cultural Leave to attend.

- (2) Any activities where the employee receives payment (for example, payment to work a mutton bird season; payment to deliver a Welcome to Country, or a similar event, ceremony and/or activity; payment to sit on a board or committee).
  - (3) Government events, meetings and/or activities (e.g. sitting on a government Aboriginal advisory or reference groups), except for government events and/or activities which are Aboriginal-led and exclusively for Aboriginal participants. Noting that in accordance with subclause (b)(ii)(1), the employer supports the attendance of Aboriginal employees at the TSS Aboriginal Employee Network Workshops and Gathering and therefore an Aboriginal employee is not required to access Aboriginal Cultural Leave to attend those events.
- (iii) **'Cultural obligations'** for the purpose of this clause may include, without limitation: cultural and ceremonial obligations under Aboriginal lore, customary or traditional law; or family, customary or community obligations.
- (c) Amount of Aboriginal Cultural Leave
- (i) An Aboriginal employee, other than a casual employee, is entitled to leave of up to five days paid leave per personal leave year as specified in Part VII, Clause 3(c)(non-cumulative). This leave may be taken in hours.
  - (ii) Aboriginal Cultural Leave may be taken for part of a single day.
  - (iii) Aboriginal Cultural Leave is credited to an employee on the first day of appointment and will be replaced with a new credit on the date each subsequent personal leave year commences.
  - (iv) Aboriginal Cultural Leave does not accumulate and is not paid out on cessation of employment.
- (d) Payment of Aboriginal Cultural Leave
- (i) Aboriginal Cultural Leave is paid at the normal salary rate which the employee would have received for the ordinary hours of work during the relevant period.
- (e) Notice and Application
- (i) An Aboriginal employee should provide notice to the employer at the earliest reasonable opportunity of their intention to access leave under this clause.
  - (ii) An employee is to make an application to the employer to access Aboriginal Cultural Leave. The application is to include supporting information which relates to the connection between the application and the purpose of this clause.
  - (iii) Where the employer does not approve an application for Aboriginal Cultural Leave, the employer is to provide supporting reasons for the decision in writing to the employee, and if appropriate the employee and employer may discuss alternative arrangements.

(f) Casual employees

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

**12. DISABILITY LEAVE**

(a) Purpose

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

(b) Eligibility

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

(c) Entitlement

- (i) An eligible employee is entitled to paid disability leave of up to five days per personal leave year as specified in Part VII, Clause 3(c).
- (ii) Disability leave is non-cumulative and is not paid out on cessation of employment.
- (iii) Disability leave is available from the first day of appointment.
- (iv) Disability leave is credited to an employee on the first day of appointment and will be replaced with a new credit on the date upon which each subsequent personal leave year commences.
- (v) Disability leave is available for the purpose of activities associated with an employee's disability including, but not limited to, any of the following:
  - (1) To attend an appointment with a registered health practitioner.
  - (2) To attend treatment, rehabilitation, therapy or counselling.

- (3) To attend tests or assessments.
  - (4) To receive delivery of, fitting, repairing, maintaining and undergoing training in use of orthoses, prostheses, adaptive equipment, or other aids.
  - (5) To obtain wheelchair or other equipment or to undertake maintenance or replacement of such equipment.
- (vi) The period of leave accessed by an employee may be greater than the duration of the activity or appointment to facilitate travel time and recovery.
- (vii) Disability Leave may be taken for part of a single day.
- (viii) Disability leave is not to be used as a substitute for an employee's personal leave entitlement provided in Part VIII, Clause 3.
- (d) Notice and Evidence Requirements
  - (i) An employee is to provide notice to the employer at the earliest reasonable opportunity of the request for leave and the length of leave required.
  - (ii) An employee is to make an application to the employer for disability leave accompanied by supporting documentary evidence where appropriate.
  - (iii) Documentary evidence may include any of the following:
    - (1) A medical certificate from a registered health practitioner operating within their scope of practice;
    - (2) A written referral, issued by a registered health practitioner;
    - (3) A statutory declaration;
    - (4) Other reasonable forms of documentation.
- (e) Rate of payment
  - (i) Disability Leave is paid at the employee's normal salary rate, as defined.
- (f) Effect on other entitlements
  - (i) Employees who are unable to attend work due to illness related to their disability may utilise personal leave.
  - (ii) Disability leave will count as continuous service for all purposes.
- (g) Casual employees
  - (i) Subject to the notice and evidence requirements in subclause (d) casual employees are entitled to leave work or not be available to attend work, for the purposes of this clause.
  - (ii) The employer and an employee are to agree on the period the employee is entitled to not be available to attend work. In the absence of agreement, an employee is entitled to not be available to attend work for up to one working day per occasion.
  - (iii) A casual employee is not entitled to any payment for the period of non-attendance.

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

### **13. FOSTER AND KINSHIP CARE LEAVE**

#### **(a) Purpose**

- (i) Foster and kinship care leave enables an employee to provide care to a child or young person, through a foster care or kinship care arrangement.

#### **(b) Eligibility**

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

#### **(c) Entitlement**

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

#### **(d) Notice and Evidence Requirements**

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

- (3) Documents relating to current and previous court orders granting responsibility for a foster child.
- (e) Rate of payment
  - (i) Foster and kinship care leave is paid at the employee's normal salary rate.

#### **14. GENDER AFFIRMATION LEAVE**

- (a) Purpose
  - (i) Gender affirmation leave is available to employees to enable them to be absent from duty for the purpose of undertaking activities associated with that employee's process of affirming their gender.
- (b) Eligibility
  - (i) Gender affirmation leave is available to an employee (other than a fixed-term casual employee) who is undergoing a process of affirming their gender.
  - (ii) Employees may affirm their gender in a number of ways, including through medical, social, and legal changes. An employee is not required to be undergoing specific types of changes, including surgery, to access leave under this clause.
- (c) Entitlement
  - (i) An eligible employee undergoing a process of gender affirmation is entitled to the following, subject to the notice and evidence requirements of this clause:
    - (1) up to 4 weeks paid leave; and
    - (2) up to 48 weeks unpaid leave.
  - (ii) Gender affirmation leave is available for the purpose of activities associated with an employee's gender affirmation including, but not limited to, any of the following:
    - (1) Medical or psychological appointments; or
    - (2) Hormonal appointments; or
    - (3) Surgery and associated appointments; or
    - (4) Appointments to alter the Employee's legal status or amend the Employee's gender on legal documentation; or
    - (5) Any other similar necessary appointment, procedure or event to give effect to the employee's transition as agreed with the employer.
  - (iii) The period of leave accessed by the employee may be greater than the duration of their appointment or procedure, to facilitate travel and recovery.
  - (iv) Gender affirmation leave may be taken as consecutive, single or part days as agreed with the employer.

- (v) An employee may be granted gender affirmation leave from the first day of appointment.
  - (vi) An employee may access an entitlement to gender affirmation leave provided by sub-clause (c)(i) up until 52 weeks after they commence the process of affirming their gender. For clarity, nothing in this subclause prevents an employee from accessing gender affirmation leave at a point in time before they commence the process of affirming their gender or living as a member of that gender provided that the leave is accessed for the purpose outlined at subclauses (c)(ii) and (iii).
  - (vii) Gender affirmation leave is non-cumulative and will not be paid out on cessation of employment
- (d) Notice and Evidence Requirements
- (i) An employee wishing to access gender affirmation leave should discuss their intention to take leave with the employer as soon as reasonably practicable.
  - (ii) An employee is to make an application to the employer for gender affirmation leave accompanied by supporting documentary evidence where appropriate.
  - (iii) Documentary evidence may include any of the following:
    - (1) A medical certificate from a registered health practitioner or registered professional operating within their scope of practice; and/or
    - (2) A written referral, issued by a registered health practitioner, to a counsellor; and/or
    - (3) A document issued by a counsellor; and/or
    - (4) A legal or other document issued by a state, territory or federal government organisation; and/or
    - (5) A statutory declaration.
- (e) Rate of payment
- (i) Gender affirmation leave is paid at the employee's normal salary rate, as defined.
- (f) Effect on other entitlements
- (i) Paid gender affirmation leave will count as service for all purposes.
  - (ii) The total period of gender affirmation leave without pay in excess of 20 working days within a personal leave year is regarded as leave without pay for accrual purposes, including for recreation leave and personal leave but does not break an employee's continuity of service.
- (g) Casual Employees
- (i) Subject to the notice and evidence requirements in subclause (d), casual employees are entitled to not be available to attend work for the purpose of this clause.
  - (ii) The employer and an employee are to agree on the period the employee is entitled to not be available to attend work.



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

## **15. SURROGACY LEAVE**

### (a) Purpose

- (i) Surrogacy leave is available to support an employee who has entered into a formal surrogacy arrangement.

### (b) Definitions

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

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

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

### (c) Eligibility

- (i) Surrogacy leave is available to an employee who has entered into a formal non-commercial surrogacy arrangement to give birth to a child. A formal surrogacy arrangement is one which is entered into in accordance with the *Surrogacy Act 2012* (Tas) (or any successor legislation).
- (ii) An employee must have completed a period of 12 months continuous service to be eligible for surrogacy leave.
- (iii) An employee eligible for surrogacy leave is not entitled to parental leave in accordance with Clause 2 of this Part.

### (d) Entitlement

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

### (e) Commencement and Period of Surrogacy Leave

- (i) Unless otherwise agreed with the employer, an employee is to commence surrogacy leave within six weeks immediately prior to the expected date of birth.
- (ii) An employee who returns to work within six weeks after the birth of the child is required to provide a medical certificate to the employer stating that the employee is fit to work on their normal duties.
- (iii) Where an employee has exhausted their paid surrogacy leave entitlement, before six weeks following the birth of the child, the employee may access any accrued recreation leave or long service leave entitlement in accordance with Clause 15(i) of this Part.
- (iv) Nothing in subclause (e)(iii) will prohibit an employee from accessing personal leave or any other leave entitlement they become eligible for during this period.
- (f) Continuing to work while pregnant
  - (i) An employee who continues to work within the six week period immediately prior to the expected date of birth is required to provide a medical certificate to the employer stating that the employee is fit to work on their normal duties.
- (g) Transfer to a safe job
  - (i) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at their present work, the employee is to be transferred to a safe job, if the employer deems it practicable, until surrogacy leave commences.
  - (ii) In circumstances where the employer is unable to provide a safe job for the employee the employee will continue to be paid at the normal rate of pay for the employee's ordinary hours of work for the period of the risk. The period of risk ends with the commencement of surrogacy leave or six weeks before the expected date of birth, whichever is earlier.
- (h) Rate of Payment
  - (i) The rate of pay for an employee during the period of the paid surrogacy leave is the normal rate of pay, as defined at subclause (b)(iii).
- (i) Surrogacy Leave and Other Entitlements
  - (i) Paid surrogacy leave and unpaid special surrogacy leave will count as continuous service for all purposes.
  - (ii) An employee may access any accrued recreation leave or long service leave entitlements, as well as any other form of leave they become eligible for, in conjunction with surrogacy leave.
- (j) Special Surrogacy Leave
  - (i) An employee who has not yet commenced surrogacy leave and who suffers an illness related to their pregnancy or is required to undergo a pregnancy related medical procedure is to be granted any paid personal leave to which the employee is entitled and such further unpaid special surrogacy leave as a registered medical practitioner certifies as necessary before their return to work.

- (ii) Where the pregnancy of an employee terminates other than by the birth of a living child, not earlier than 28 weeks before the expected date of birth, the employee is entitled to access six weeks paid surrogacy leave.
- (k) Notice and Evidence Requirements
  - (i) An employee is to provide written notice to the employer in advance of the expected date of commencement of surrogacy leave. The notice requirements are:
    - (1) At least ten weeks' notice of the expected date of birth in a certificate from a registered medical practitioner stating that the employee is pregnant;
    - (2) At least four weeks' notice of the date on which the employee proposes to commence surrogacy leave and the period of leave to be taken.
  - (ii) An employee is not in breach of this clause for if failure to give the required notice is due to the date of birth occurring earlier than the expected date.
  - (iii) Prior to the commencement of surrogacy leave, the employee is to provide evidence of the formal surrogacy arrangement to which the employee has entered into.

## **PART VIII – UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT**

### **1. UNIFORMS**

- (a) An employee required to wear a uniform in undertaking duties is to be supplied with a sufficient, suitable and serviceable uniform free of cost.
- (b) An employee supplied with a uniform is to return it prior to ceasing employment if required to do so.
- (c) An employee supplied with a uniform is to have it replaced on a "fair wear and tear" basis or such other arrangement as may be determined by the employer.
- (d) An employee who is supplied with a uniform is responsible for its laundering. However, in circumstances where a uniform is heavily soiled or contaminated the employee may have the uniform professionally laundered. The cost of the laundering is to be reimbursed by the employer upon production of the receipt by the employee.

### **2. PROTECTIVE CLOTHING, EQUIPMENT, TOOLS AND PERSONAL EFFECTS**

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

### **3. CLOTHING AND FOOTWEAR ALLOWANCE FOR CASUAL EMPLOYEES ENGAGED IN BUSHFIRE FIGHTING**

- (a) Casual employees who commence fire duty in any one year shall be compensated for accelerated wear and tear on footwear and clothing and shall be reimbursed an amount of \$10.15 per day to a maximum of \$104.00 per annum.
- (b) The amounts prescribed in (a) are not payable to employees who are supplied with safety footwear and protective clothing free of charge.
- (c) Where one of the above items are provided the amount payable shall be halved.

## **PART IX – AWARD COMPLIANCE AND UNION MATTERS**

### **1. RIGHT OF EXISTING AND NEW EMPLOYEES TO REPRESENTATION IN THE WORKPLACE**

- (a) The employer recognises the legitimate right of the unions to represent its employees who are members, or eligible to become members of those unions. The employer acknowledges the rights of its employees to be represented by and meet with their union representatives in the workplace.
- (b) The *Industrial Relations Act 1984* prescribes the purpose and manner under which unions may exercise right of entry in the workplace. The employer will grant access in accordance with the *Industrial Relations Act 1984*.
- (c) In addition the employer will:
  - (i) Allow union officials [organisers, industrial officers etc.] who are appointed by their union, to enter the employer's workplaces for normal union business or to represent employees, meet with management or members and to distribute or post material, provided that work is not disrupted and at a time during normal working hours which the unions and the employer agree upon;
  - (ii) Allow unions with relevant coverage to meet with new employees who are members, or who are eligible to become members, of those unions, at a time during normal working hours which the union[s] and the employer agree upon, and which will be conveyed to employees and;
  - (iii) Allow an employee, subject to their appropriate authorisation to make a deduction from salary on each pay day payable to a union in respect of an amount of money specified in such authorisation.

### **2. WORKPLACE DELEGATES**

- (a) Workplace union delegates will have recognition by the employer through:
  - (i) the right to be treated fairly and to perform the role as workplace delegates without any discrimination in employment, and the right to be treated with respect and without victimisation by management representatives.
  - (ii) The right to formal recognition by the employer that endorsed union delegates speak on behalf of union members in their workplaces and that issues raised by delegates will be dealt with promptly and appropriately.
  - (iii) The right to have workplace union structures, such as delegates' and worksite committees, recognised and respected.
  - (iv) The right to represent members on workplace issues.
  - (v) The right to representation on consultative committees, genuine consultation and reasonable access to information about the workplace.

- (vi) The right to reasonable paid time:
  - (1) to represent the interests of members to the employer;
  - (2) to represent the interests of members in industrial tribunals;
  - (3) to consult with union members;
  - (4) to participate in the operation of the union;
  - (5) to research and prepare prior to all negotiations with management;
  - (6) an opportunity to explain the benefits of union membership to employees including new employees at the time they enter into employment.
- (vii) The right to call meetings of members and invite non-members to discuss union business.
- (b) Workplace delegates are to have access to facilities, including:
  - (i) where practicable, access to a private room to meet with individual members and perform union business.
  - (ii) reasonable access to telephone, facsimile, post, photocopying, internet and e-mail facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union.
  - (iii) the right to place union information on an appropriate notice board in a prominent location in the workplace.
  - (iv) access to information relevant to the workplace and/or workplace issues, including appropriate awards, agreements, statements of duty, departmental and governmental policies and, where available, staff lists.
- (c) Workplace delegates are to have:
  - (i) an entitlement to five days paid training leave in any one calendar year to attend union-endorsed union courses and attendance at union conferences.  
  
 PROVIDED that any paid training leave days not taken in any one calendar year will be available to be taken in the following calendar year, and available for a maximum period of two years.
  - (ii) Recognition that the time associated with travel for country delegates may require additional time to paragraph (i) above.
  - (iii) The skills acquired by an employee undertaking the role of a workplace delegate form part of the evaluation criteria for performance management, salary progression and overall career advancement wherever those identified skills are also required by the classification band of that delegate.

- (iv) The employee is to notify the employer of the skills acquired and their relevance for the evaluation of performance and for salary progression.
- (d) Workplace delegates' roles may extend beyond the workplace and the delegates are to have access to reasonable time:
  - (i) to promote union issues, for participation on committees, and to assist delegate development, including paid work in the union office negotiated between the union and the employer on a case by case basis;
  - (ii) for participation in internal union forums and committees (e.g. branch or national conferences). Generally, members are elected to these roles under the registered union rules.
  - (iii) In dispersed or remote workplaces the delegate structure may require co-ordinating delegates and that these delegates may require a greater amount of time to perform their duties.
  - (iv) Delegates will have access to leave without pay for the purposes of working for a union. Any such period of leave will be considered as service for salary increment purposes and is not to constitute a break in service for other purposes. Delegates will be entitled to undertake the duties which they undertook immediately before taking up such positions with the union.

### **3. NOTICE BOARD**

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

### **4. RECORDS OF EMPLOYMENT**

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

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

### **1. CONSULTATION AND CHANGE**

- (a) Where an Agency proposes changes in work arrangements and practices that are likely to impact employees, the Agency is to consult with the employees who may be affected by the proposed changes and the relevant union/s prior to a final decision being made to implement that change.
- (b) Consultation is undertaken because all parties acknowledge that by discussing proposed changes with the employees who may be affected by the change and giving consideration to their views and feedback, a better informed decision occurs.

Consultation is not joint decision making or a barrier to the prerogative of management to make decisions; nor is it simply advice on what is about to happen. It is a process that informs affected employees about proposed change and provides them with a genuine opportunity to influence the outcome before a final decision is made.

- (c) While employees should be consulted on all change that is likely to affect them the extent of any consultation process should be based on the materiality or impact of the change and the number of employees likely to be impacted by the change.

Employees and the relevant unions should be provided with access to relevant information about a change proposal, be given a reasonable opportunity to provide feedback and be provided with a response to any reasonable alternatives put forward.

- (d) Consultation should involve four clear stages:
  - (i) Formulation of ideas or proposals;
  - (ii) Consultation on a proposal;
  - (iii) Considering responses and providing feedback; and
  - (iv) Making a final decision and implementing it.
- (e) Agencies are to maintain a register of changes subject to this process. The employer will maintain a register of major changes subject to this process. Employees and relevant unions may request access to these registers.
- (f) Subject to sub-clauses (g) & (h), in the event that outsourcing of a service or services supplied by an Agency is under consideration by that Agency, consultation is to occur in line with this clause. This will include identification of the actual service, program and functions to be outsourced, the services, programs and functions that are to remain, reasons and impact on employees.
- (g) Where the outsourcing of an in-house service is being considered by an Agency and that service will continue to be provided within the State Service, but by an external organisation, information will be provided on the following matters as a minimum:
  - (i) The current cost of the service;
  - (ii) Impact on current employment arrangements, including salaries, job security and reasons for outsourcing;



- (iii) Future costs, where available, including contract management costs on an outsourced service, program or function;
  - (iv) Description of the service, program or functions to be outsourced and those that are to remain;
  - (v) Service quality requirements;
  - (vi) Risk assessment should the outsourced provider cease to continue the service
- (h) Prior to the implementation of a decision to tender Agencies will provide the opportunity for the employees and /or their union to submit a case to meet the requirements for undertaking the service, program or function.

## **PART XI – MISCELLANEOUS CONDITIONS OF EMPLOYMENT**

### **1. EMAIL AND INTERNET ACCESS**

Wherever practicable the employer is to provide all employees with an email account and access to the internet.

Employees are to comply with relevant policy on the use of both email and internet.



13 September 2023

## **APPENDIX 1 – TRANSLATION ARRANGEMENTS**

### **1. TRANSLATION OF CLASSIFICATIONS UNDER THE FOUR STREAM AWARDS**

#### **(a) General Information about Translation from the Previous Four Stream Awards**

- (i) In this clause, '**translation**' refers the process of moving from the previous classification structure under the Operational Employees Award and the Technical Employees Award, to the new classification structure under this award.
- (ii) Initial movement to new streams is on a point-to-point basis effective from 27 November 2008.
- (iii) Reclassification of a substantive level as a result of the Review Process is regarded as a translation change and the employee is translated accordingly with effect from the first full pay period commencing on or after 5 March 2009.

**PROVIDED** that arrangements for targeted occupational groups under clause 2 of this Appendix may result in an employee being classified at a different band level.

- (iv) All salary increases due to translation under this clause are effective from the first full pay period on or after the translation date.
- (v) Where an employee is to progress to a higher level within a band, in accordance with Clause 4 - Advancement Assessment and Progression - in Part II – SALARIES AND RELATED MATTERS on a date that coincides with a scheduled translation date, the progression is deemed to have occurred first and then translation may occur, if indicated.

Salary increases due to normal progression (not translation) are effective immediately.

- (vi) The actual salary payable to an employee will depend on a number of factors, including:
  - (1) Whether or not the employee was an employee at 27 November 2008;
  - (2) The previous classification of the employee, including personal classification, at 30 November 2008;
  - (3) The salary increment level for the employee at 27 November 2008;
  - (4) Whether or not the employee's salary was at the highest increment level at 27 November 2008, for 12 months or more;
  - (5) The employee's anniversary date of appointment;
  - (6) Advancement assessment and progression processes; and
  - (7) Other relevant factors.

## **2. TRANSLATION AND TARGETED OCCUPATIONAL GROUPS (TOGS)**

- (a) Initial movement to new streams on a point-to-point basis effective from 27 November 2008.
- (b) The parties commit to a complete review as per the list of targeted occupational groups (TOGs) prior to 27 November 2008. Agencies will consult with relevant unions prior to the relevant date.
- (c) Translation to new classifications resulting from outcome of TOGs reviews, review process and determinations by Agencies on assessment against new standards will be effective from the first full pay period commencing on or after 5 March 2009.
- (d) A merit selection process is to occur in line with normal arrangements. The employer will prescribe procedures and requirements for Agency submissions to create duties for these classification bands.
- (e) Arrangements to be made for joint reviews (between government and unions) to accommodate new occupational groups that evolve, or further TOGs that are identified and agreed, however, date of effect of any new classifications outside review process is the date of approval after 5 March 2009.
- (f) Translation arrangements for specific groups as at the first full pay period commencing on or after 5 March 2009 are notified in a separate table.

Present List of Targeted Occupational Groups:

<u>Agency</u>	<u>Targeted Occupational Groups</u>
Department of Environment, Parks, Heritage and the Arts	Works Crew, Track-workers, Fire- fighters Royal Botanical Gardens Staff

## **3. REVIEW PROCESS**

- (a) Introduction
  - (i) Agencies are to develop a plan for identifying and implementing translation to the new structure as early as is practical up to 5 March 2009.
  - (ii) Timeframes indicated below should be met by the parties. However, where extenuating circumstances can be demonstrated the parties can agree to an extension of time.
- (b) Employee Notification (Initial)
  - (i) Employees in Targeted Occupational Groups to be notified of the translation outcome of the review and the classification band and salary levels of translation prior to 27 November 2008.

- (ii) Other employees to be notified of the classification band to which they are to be translated and the translated salary level, or of the timeframe for this advice, prior to 27 November 2008. Notification of the translation outcome is to be provided no later than 5 March 2009.
- (iii) Where necessary Statements of Duties are to be reviewed and assessed by 5 March 2009.
- (iv) Employees are to be notified if the timelines of 5 March 2009 will not be achieved in relation to Statements of Duties review and timelines for completion.
- (v) The date of effect will be the first full pay period commencing on or after 5 March 2009 for outcome from any review, review process and translation to new classification structure.

(c) Review Application Process

- (i) Where an employee has issues or grievances with their duties and responsibilities or translation classification band, they have 14 calendar days to initiate a discussion at a local level with their manager, with reference by the manager to the Agency translation team.
- (ii) To initiate this discussion an agreed template to record key details of the role, responsibilities and duties is to be used. Outcomes to be notified to the individual employee based on the template and reasons for this outcome by the Agency within 14 calendar days.
- (iii) If dissatisfied, an application for review may be lodged by the employee within 28 calendar days of receipt of notification of the outcome under subclause (b)(ii) above.
- (iv) The application for review is to be in accordance with the agreed template and is to specify the grounds for review, either:
  - Actual duties and responsibilities were not agreed; or
  - Disagreement with the assessment of classification band.
- (v) Application for review to be submitted to Director/Manager HR for registration.

(d) Internal Agency Review Process

- (i) Internal Agency review is to be undertaken and signed off by Director/Manager HR, providing recommendations to Head of Agency or delegate.
- (ii) The employee is to be notified of the outcome of internal review within 28 calendar days of receipt of review application.
- (iii) If the 28 calendar days timeframe is not achieved the employee is to be advised of the timeframe.

(e) External Review (If Dissatisfied With Internal Review)

- (i) Reviews in relation to disputes relating to actual duties and responsibilities to be referred to the State Service Commissioner (SSC) within 14 calendar days of the notification of the outcome under(c)(ii) above.
- (ii) Initial employee application and Agency internal review report to be supplied to the SSC.
- (iii) After the SSC decision/outcome is notified, employee may seek review of the classification band to the Tasmanian Industrial Commission within 14 calendar days of the notification of the outcome under subclause (d)(i) above.
- (iv) Reviews in relation to disputes about the assigned classification to be referred to the Tasmanian Industrial Commission within 14 calendar days of the notification of the outcome under subclause (d)(ii) and e(iii) above.

(f) Date of Effect

The date of effect for changes to classification in this process is to be the first full pay period commencing on or after 5 March 2009.

(g) Translation

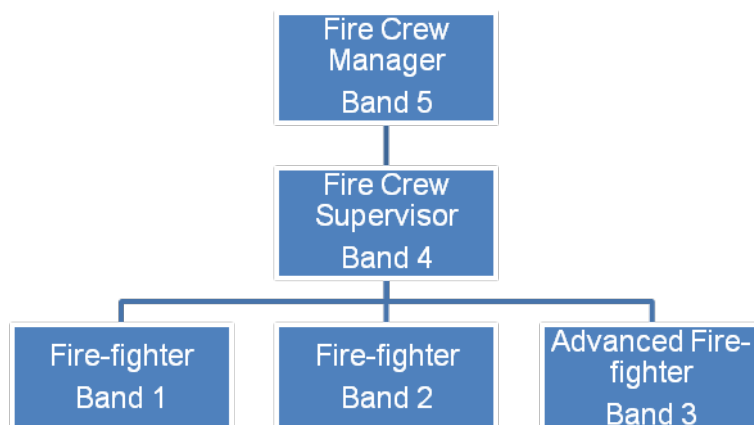
Reclassification of a substantive level as a result of the Review Process is regarded as a translation change and the employee is translated accordingly with effect from the first full pay period commencing on or after 5 March 2009.

## APPENDIX 2

### FIRE CREW - FINAL OPERATIONAL STRUCTURE

(1) The final line management and operational structure for the Fire Crew is as specified in Table 1:

**TABLE 1**



1.1 The number of Band 3 positions within the Fire Crew will be determined by the requirement for skills at that level. This will be determined by allocated budgets and the works programs of the Parks and Wildlife Service.

1.2 The number of Band 4 positions will be determined by the required number of supervisors for fire-fighters (Bands 1, 2 and 3), which will generally be in a ratio of 1:5.

1.3 Subject to the provisions of this clause, Fire Crew employees advance from Band 1 to Band 2 and from Band 2 to Band 3 by satisfying the qualifications and experience criteria specified in Table 2.

**TABLE 2**

Criteria required for advancement or promotion for Fire Crew duties.

<b>BAND 1-R2</b> <b>FIRE-FIGHTER</b>	<b>ESSENTIAL QUALIFICATIONS:</b> <ul style="list-style-type: none"> <li>Successful completion of the fire-fighter fitness assessment at the 'Arduous' level (4.83 km walk carrying 20.5 kg in 45 minutes or less).</li> </ul>
	<b>ADVANCED ASSESSMENT POINT</b>
<b>BAND 2</b>	<b>DESIRABLE QUALIFICATIONS:</b>

<b>FIRE- FIGHTER</b>	<ul style="list-style-type: none"> <li>▪ Complete requirements for Certificate II - Public Safety (fire-fighting operations)</li> <li>▪ 6 units of Certificate III - Public Safety (fire-fighting operations) – units specified below</li> </ul> <p><b>ESSENTIAL QUALIFICATIONS:</b></p> <ul style="list-style-type: none"> <li>▪ Successful completion of the fire-fighter fitness assessment at the 'Arduous' level (4.83 km walk carrying 20.5 kg in 45 minutes or less).</li> <li>▪ Minimum of 1000 hours fire-fighting experience</li> <li>▪ Medium Rigid licence</li> <li>▪ Remote Area First Aid</li> </ul> <p><b>ADVANCED ASSESSMENT POINT CRITERIA:</b></p> <ul style="list-style-type: none"> <li>▪ Advancement to Band 2 is subject to meeting essential qualifications and demonstrated, in the workplace, skill and competence to undertake Band 2 tasks.</li> </ul>
	<p style="text-align: center;"><b>ADVANCED ASSESSMENT POINT</b></p>
<b>BAND 3</b>  <b>ADVANCED FIRE- FIGHTER</b>	<p><b>DESIRABLE QUALIFICATIONS:</b></p> <ul style="list-style-type: none"> <li>▪ Tree Fallers</li> </ul> <p><b>ESSENTIAL QUALIFICATIONS:</b></p> <ul style="list-style-type: none"> <li>▪ Successful completion of the fire-fighter fitness assessment at the 'Arduous' level (4.83 km walk carrying 20.5 kg in 45 minutes or less).</li> <li>▪ Minimum of 1500 hours fire-fighting experience or 3 seasons in fire crew (or equivalent)</li> <li>▪ Complete requirements for Certificate II and Certificate III - Public Safety (fire-fighting operations)</li> <li>▪ 3 units of Certificate IV - Public Safety (fire-fighting supervision) or equivalent</li> <li>▪ Medium Rigid licence</li> <li>▪ Remote Area First Aid</li> </ul> <p><b>ADVANCED ASSESSMENT POINT CRITERIA:</b></p> <ul style="list-style-type: none"> <li>▪ Advancement to Band 3 is subject to meeting essential qualifications and the following:               <ul style="list-style-type: none"> <li>(a) the employer has determined that operational resources are required at Band 3 in addition to the number of employees currently available to undertake those duties;</li> <li>(b) the employee has demonstrated, in the workplace, skill and competence to undertake all Band 3 tasks; and</li> <li>(c) selection to be based on merit, by an internal selection process, if more than one employee expresses interest in the position.</li> </ul> </li> </ul>



	<b>PROMOTION</b>
<b>BAND 4-R1</b>  <b>FIRE CREW SUPERVISOR</b>	<p><b>DESIRABLE QUALIFICATIONS:</b></p> <ul style="list-style-type: none"> <li>▪ Tree Fallers</li> <li>▪ Minimum of 2 seasons providing instruction and guidance to inexperienced fire-fighters for minimum of 50 days with 10 individuals</li> </ul> <p><b>ESSENTIAL QUALIFICATIONS:</b></p> <ul style="list-style-type: none"> <li>▪ Successful completion of the fire-fighter fitness assessment at the 'Arduous' level (4.83 km walk carrying 20.5 kg in 45 minutes or less).</li> <li>▪ Minimum of 2000 hours fire-fighting experience or 6 seasons in fire crew (or equivalent)</li> <li>▪ Complete requirements for Certificate II and Certificate III - Public Safety (fire-fighting operations)</li> <li>▪ Complete requirements for Certificate IV - Public Safety (fire-fighting supervision) or equivalent</li> <li>▪ Medium Rigid licence</li> <li>▪ Remote Area First Aid</li> </ul> <p><b>PROMOTION CRITERIA:</b></p> <ul style="list-style-type: none"> <li>▪ Promotion to Band 4 is subject to meeting essential qualifications and the existence of a vacancy in the Fire Crew.</li> </ul>

- (5) The Agency responsible for the administration National Parks and Reserves Management Act 2002 is to use all reasonable practicable means to provide relevant assessors and assessment processes to enable the Fire Crew to achieve the relevant qualification and competencies required to meet the criteria specified in the Table 2.

### APPENDIX 3

#### ROYAL TASMANIAN BOTANICAL GARDENS TRANSLATION STRUCTURE

The Translation Structure for the classification of Royal Tasmanian Botanical Gardens operational employees is as specified in Table 1:

**Table 1**

Current Classification	Classification level	27/11/2008 4.0%	Role Title	Translated Band	Salary 5/03/2009
<b>Trainee</b>	<b>wbg01</b>	\$34,606	Apprentice RTBG	Band 1- R2-1	\$36,574
<b>Trades Assistant</b>	<b>wbg02</b>	\$36,369			
<b>Advanced Trades Assistant</b>	<b>wbg03</b>	\$37,898	Horticultural Assistant/Estate Assistant	Band 2- R1-1	\$41,938
<b>Trades</b>	<b>wbg04</b>	\$39,376	Horticulturalist/Arborist	Band 3- R1-1	\$47,437
<b>Advanced Trades</b>	<b>wbg05</b>	\$44,747	Supervisor-(Nursery),TL-Arbor, TL-Nursery, TL-North, TL-East, TL-Estate	Band 4- R1-B	\$52,276

#### APPENDIX 4

##### **PARKS AND WILDLIFE SERVICE (WORKS CREW & TRACK WORKERS) TRANSLATION STRUCTURE**

The Translation Structure for the classification of the Works Crew and Track workers employed in the Parks and Wildlife Service is as specified in Table 1\*:

**Table 1**

<b>Current Classification</b>	<b>Classification level</b>	<b>27/11/2008</b>	<b>Role Title</b>	<b>Translated Band</b>	<b>Salary 5/03/2009</b>
		4.0%			
<b>Trainee</b>	<b>wcob01</b>	\$31,345	Gatekeeper, Track worker (entry level)	Band 1-R2-1	\$36,574
<b>Operator</b>	<b>wcob02</b>	\$35,947	Track worker L2		
<b>Adv Operator</b>	<b>wcob03</b>	\$37,788	Advanced Operator Works Crew, Track worker L3	Band 2-R1-1	\$41,938
<b>Supervisor</b>	<b>wcob04</b>	\$46,641	Supervisor Works Crew, Senior Track worker L4	Band 3-R1-1	\$47,437

\* The "Works Crew" translation is as follows.:

Barry Smith - B2-R1-1

- \* The classification for the following employees is subject to the Review Process of this Award:  
Vern Allen  
Willy Gale  
Tony Atkins

**APPENDIX 5 - PURCHASED LEAVE SCHEME SALARIES FOR GENERAL  
STREAM**

General Stream

<b>Band</b>	Salary effective from 5/12/13	Salary effective from 4/12/201 4	Salary effective from 3/12/201 5	2% or \$1,144 per annum (whichev er is greater from ffppcooa 1/12/201 6)
B1-R1-1	\$38,511	\$39,511	\$40,511	\$41,655
B1-R1-2				
B1-R1-3	\$ 41,480	\$42,480	\$43,480	\$44,624
B1-R1-4				
B1-R2-1				
B1-R2-2	\$44,445	\$45,445	\$46,445	\$47,589
B1-R2-3				
B1-R2-4	\$47,233	\$48,233	\$49,233	\$50,377
B1-R2-5		\$48,474	\$49,969	\$51,113
Promotion				
B2-R1-1	\$48,823			
B2-R1-2	\$49,767	\$50,767	\$51,782	\$52,926
B2-R1-3	\$50,725	\$51,740	\$52,775	\$53,919
B2-R1-4	\$51,726	\$52,761	\$53,816	\$54,960
B2-R1-5	\$53,038	\$54,099	\$55,181	\$56,325
B2-R1-6		\$54,369	\$56,011	\$57,155
Promotion				
B3-R1-1	\$55,005			
B3-R1-2	\$56,126	\$57,249	\$58,394	\$59,562
B3-R1-3	\$57,249	\$58,394	\$59,562	60,753
B3-R1-4	\$58,354	\$59,521	\$60,711	\$61,925
B3-R1-5	\$59,871	\$61,068	\$62,289	\$63, 535
B3-R1-6		\$61,373	\$63,226	\$64,491
Promotion				
B4-R1-1	\$61,741			
B4-R1-2	\$62,862	\$64,119	\$65,401	\$66,709
B4-R1-3	\$64,498	\$65,788	\$67,104	\$68,446
B4-R1-4				\$70,280
Advancement Assessment Point				
B4-R2-1	\$66,226	\$67,551	\$68,902	
B4-R2-2	\$67,344	\$68,691	\$70,065	\$71,466
B4-R2-3	\$69,095	\$70,477	\$71,887	\$73,325
B4-R2-4	\$71,407	\$72,835	\$74,292	\$75,778
B4-R2-5		\$73,199	\$75,410	\$76,918
Promotion				

B5-R1-1	\$74,022			
B5-R1-2	\$75,502	\$77,012	\$78,552	\$80,123
B5-R1-3	\$77,411	\$78,959	\$80,538	\$82,149
Advancement Assessment Point				
B5-R2-1		\$79,354	\$81,691	\$83,325
B5-R2-2			\$82,441	\$84,090
Promotion				
B6-R1-1	\$80,669			
B6-R1-2	\$82,881	\$84,539	\$86,230	\$87,955
B6-R1-3	\$84,539	\$86,230	\$87,955	\$89,714
B6-R1-4				\$92,646
Advancement Assessment Point				
B6-R2-1	\$87,302	\$89,048	\$90,829	
B6-R2-2	\$89,526	\$91,317	\$93,143	\$95,006
B6-R2-3	\$91,102	\$92,924	\$94,782	\$96,678
B6-R2-4	\$92,670	\$94,523	\$96,413	\$98,341
B6-R2-5		94,996	\$97,646	\$99,599