TASMANIA

INDUSTRIAL RELATIONS ACT 1984

In The Tasmanian Industrial Commission

MATTER NO. T14603 of 2018

HEALTH AND HUMAN SERVICES (TASMANIAN STATE SERVICE) AWARD

No. 3 of 2018
(Consolidated)

As notified in the `Tasmanian Government Gazette' on 21 November 2018

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TASMANIAN INDUSTRIAL COMMISSION

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

Minister administering the State Service Act 2000
(T14603 of 2018)

PRESIDENT D J BARCLAY
Award variation – state service (restructuring) order 2018 – scope - consent application - operative from 1 July 2018

HEALTH AND HUMAN SERVICES (TASMANIAN STATE SERVICE) AWARD

ORDER BY CONSENT –

No. 3 of 2018
(Consolidated)

THE FOLLOWING CLAUSES ARE VARIED AND THE AWARD IS CONSOLIDATED:

IN PART I – APPLICATION AND OPERATION OF AWARD:
CLAUSE 3 - SCOPE
CLAUSE 4 – DATE OF OPERATION
CLAUSE 6 – SUPERSESSION

INCLUDES ORDER NO 2 OF 2018 – AWARD INTEREST

PART I – APPLICATION AND OPERATION OF THE AWARD

1. TITLE

This award is to be known as the "Health and Human Services (Tasmanian State Service) Award".

2. INDEX

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3. SCOPE

This award is to apply to all persons employed under the State Service Act 2000 who are employed in the Department of Health and Human Services, the Tasmanian Health Organisation – South, the Tasmanian Health Organisation – North, the Tasmanian Health Organisation – North West, and for whom a classification is contained in this award, except for employees for whom a classification is contained in another award of the Tasmanian Industrial Commission.

Between the period 1 July 2018 and 28 February 2019 the following scope will also apply to this award:

This award is to apply to all employees employed under the State Service Act 2000 in the Department of Health (formerly known as the Department of Health and Human Services) and to those employees who are made available or taken to have been made available to the Tasmanian Health Service for the purposes of the Tasmanian Health Service (Amalgamated with the Department of Health pursuant to the State Service (Restructuring) Order 2018) under s 23 of the Tasmanian Health Service Act 2018 and;

This award is to apply to employees who immediately before the commencement of the State Service (Restructuring) Order 2018 were employed within those parts of the former Department of Health and Human Services known as Children and Youth Services, Housing, Disability and Community Services, and the Communities Tasmania Transition Group and from 1 July 2018 are employed within the Department of Communities Tasmania, and;

To those employees who immediately before the commencement of the State Service (Restructuring) Order 2018 were employed within the part of the former Department of Health and Human Services that consists of employees who are made available or taken to have been made available to the Commissioner for Children and Young People pursuant to section 6(1) of the Commissioner for Children and Young People Act 2016 and from 1 July 2018 are employed within the Department of Communities Tasmania and;

To employees who are employed after 1 July 2018 in those parts of the former Department of Health and Human Services known as Children and Youth Services, Housing, Disability and Community Services; and those employees who are made available or taken to have been made available to the Commissioner for Children and Young People pursuant to section 6(1) of the Commissioner for Children and Young People Act 2016 and now within the Department of Communities Tasmania, and;

for whom a classification is contained in this award, except for employees for whom a classification is contained in another award of the Tasmanian Industrial Commission.

4. DATE OF OPERATION

The variation to Part I – Application and Operation of the Award comes into operation on 1 July 2018.

5. AWARD INTEREST

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

(i) Health Services Union, Tasmania Branch;

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

(iii) Australian Nursing and Midwifery Federation (Tasmanian Branch)

(b) The employer deemed to be an employer organization 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*.*

6. SUPERSESSION

This award supersedes the Health and Human Services (Tasmanian State Service) Award No. 1 of 2018 (Consolidated) and includes Order No 2 Award Interest.

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

7. DEFINITIONS

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

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

'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.

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

'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.

'Relevant award rate' means the ordinary rate specified for the appropriate classification, the appropriate band and the appropriate level of employment applicable to an employee as specified in Part II - Salaries and Related Matters of this award.

'Roster' means a work pattern designed for a specific work area for all work performed outside the spread of ordinary hours contained in Part VII – Hours of Work and Overtime for Day Work excluding work performed outside the spread of hours and paid in accordance with the overtime provisions of Part VII – Hours of Work and Overtime for Day Work.

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

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

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

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

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 who is 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.

'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 IX – 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.

(c) Notice of termination by Employee and Employer

(i) Notice of termination by Employee

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

(ii) Notice of termination by the Employer

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

Period of Service	Period of Notice
From commencement and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

(2) In addition to the period of notice provided an employee aged 45 years and older with 2 or more years of service is entitled to an additional week's notice.

(3) Payment in lieu of the period of notice must be made if the appropriate period of notice is not given or in circumstances where it is agreed the period of notice is to be waived and payment in lieu substituted.

(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.

(e) 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. 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:

Annual salary divided by the number of working days in a "relevant financial year" multiplied by 10

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

'**Working Days in 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 as 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; and

(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 employees 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 (except for Health Services Officers)

Band	Salary effective from 12/12/2013	Salary effective from 11/12/2014	Salary effective from 10/12/2015	Salary effective from ffppcooa 1/12/2016
B1-R1-1	$38,165	$39,165	$40,165	$41,309
B1-R1-3	$41,093	$42,093	$43,093	$44,237
B1-R2-2	$44,018	$45,018	$46,018	$47,162
B1-R2-4	$46,710	$47,710	$48,710	$49,854
B1-R2-5		$47,949	$49,438	$50,582
Promotion				
B2-R1-1	$48,265			
B2-R1-2	$49,183	$50,183	$51,187	$52,331
B2-R1-3	$50,113	$51,115	$52,137	$53,281
B2-R1-4	$51,077	$52,099	$53,141	$54,285
B2-R1-5	$52,359	$53,406	$54,474	$55,618
B2-R1-6		$53,673	$55,293	$56,437
Promotion				
B3-R1-1	$54,267			
B3-R1-2	$55,379	$56,487	$57,617	$58,769
B3-R1-3	$56,484	$57,614	$58,766	$59,941
B3-R1-4	$57,575	$58,727	$59,902	$61,100
B3-R1-5	$59,071	$60,252	$61,457	$62,686
B3-R1-6		$60,553	$62,382	$63,630
Promotion				
B4-R1-1	$60,914			
B4-R1-2	$62,022	$63,262	$64,527	$65,818
B4-R1-3	$63,635	$64,908	$66,206	$67,530
B4-R1-4				$69,346

Advancement Assessment Point				
B4-R2-1	$65,346	$66,653	$67,986	
B4-R2-2	$66,451	$67,780	$69,136	$70,519
B4-R2-3	$68,180	$69,544	$70,935	$72,354
B4-R2-4	$70,436	$71,845	$73,282	$74,748
B4-R2-5		$72,204	$74,384	$75,872
Promotion				
B5-R1-1	$73,098			
B5-R1-2	$74,560	$76,051	$77,572	$79,123
B5-R1-3	$76,431	$77,960	$79,519	$81,109
Advancement Assessment Point				
B5-R2-1		$78,350	$80,667	$82,280
B5-R2-2			$81,417	$83,045
Promotion				
B6-R1-1	$79,745			
B6-R1-2	$81,962	$83,601	$85,273	$86,978
B6-R1-3	$83,601	$85,273	$86,978	$88,718
B6-R1-4				$91,669
Advancement Assessment Point				
B6-R2-1	$86,382	$88,110	$89,872	
B6-R2-2	$88,599	$90,371	$92,178	$94,022
B6-R2-3	$90,203	$92,007	$93,847	$95,724
B6-R2-4	$91,827	$93,664	$95,537	$97,448
B6-R2-5		$94,132	$96,765	$98,700
Promotion				
B7-R1-1	$94,893			
B7-R1-2	$97,466	$99,415	$101,403	$103,431
B7-R1-3				$105,500

Advancement Assessment Point				
B7-R2-1	$99,415	$101,403	$103,431	
B7-R2-2	$101,403	$103,431	$105,500	$107,610
B7-R2-3		$103,948	$106,777	$108,913
Promotion				
B8-R1-1	$104,109			
B8-R1-2	$106,191	$108,315	$110,481	$112,691
B8-R1-3				$114,945
Advancement Assessment Point				
B8-R2-1	$108,315	$110,481	$112,691	
B8-R2-2	$112,116	$114,358	$116,645	$118,978
B8-R2-3		$114,930	$117,979	$120,339
Promotion				
B9-R1-1	$123,745			
B9-R1-2	$129,933	$132,532	$135,183	$137,887
B9-R1-3	$136,119	$138,841	$141,618	$144,450
B9-R1-4	$142,307	$145,153	$148,056	$151,017
B9-R1-5		$145,879	$149,547	$152,538
Promotion				
B10-R1-1	$145,950			
B10-R1-2	$153,247	$156,312	$159,438	$162,627
B10-R1-3	$160,544	$163,755	$167,030	$170,371
B10-R1-4	$167,841	$171,198	$174,622	$178,114
B10-R1-5		$172,054	$176,245	$179,770

Health Services Officers

HSO	Salary 12/12/2013	Salary 11/12/2014	Salary 10/12/2015	Salary FFPPCOOA 1/12/2016
HSO 2-1	$41,286			
HSO 2-2	$41,777	$42,777	$43,777	$44,921
HSO 2-3	$42,287	$43,287	$44,287	$45,431
HSO 2-4	$43,027	$44,027	$45,027	$46,171
HSO 2-5		$44,247	$45,699	$46,843
Promotion				
HSO 3-1	$43,625			
HSO 3-2	$44,102	$45,102	$46,102	$ 47,246
HSO 3-3	$44,601	$45,601	$46,601	$47,745
HSO 3-4		$45,829	$47,297	$48,441
Promotion				
HSO 4-1	$45,602			
HSO 4-2	$46,227	$47,227	$48,227	$49,371
HSO 4-3	$47,672	$48,672	$49,672	$50,816
HSO 4-4		$48,915	$50,414	$51,558
Promotion				
HSO 5-1	$49,183			
HSO 5-2	$50,113	$51,115	$52,137	$53,281
HSO 5-3	$51,077	$52,099	$53,141	$54,285
HSO 5-4	$52,359	$53,406	$54,474	$55,618

HSO 5-5		$53,673	$55,293	$56,437

General Stream (except for Health Services Officers)

4. SUPERANNUATION

(a) Superannuation arrangements for employees are prescribed in:

(i) the Public Sector Superannuation Reform Act 1999 (PSSR Act)

(ii) any regulations made for the purposes of the PSSR Act; and

(iii) the Tasmanian Accumulation Scheme Trust Deed created pursuant to the PSSR Act.

(b) An employee is to be a member of the Tasmanian Accumulation Scheme established by the PSSR Act, 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.

5. 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.

6. GRADUATES, CADETS, APPRENTICES AND TRAINEES

The salaries in this clause are those applicable in the General Stream 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 Tasmanian State Service National Training Wage Award and who is bound by a traineeship Agreement made in accordance with that award.

The Traineeship provisions of this Award, the Health and Human Services (Tasmanian State Service) Award, do not apply to Trainees employed after the date of operation of 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 relevant union on the terms of the traineeship scheme and traineeship. An application for approval of a traineeship scheme is to identify the relevant union and demonstrate to the satisfaction of the Authority that the above-mentioned consultation and negotiation has occurred. A traineeship scheme is to include a standard format to be used for a Traineeship Agreement.

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

(a) Salaries for Certificate II, III & IV – Administrative Trainees

(i) The salary on commencement for an employee undertaking an administrative traineeship, or equivalent, is B1-R1-1.

(ii) The administrative trainee employee salary commences in B1-R1-1 and progresses through to B1-R2-5, 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.

Year 10	Year 11	Year 12	Band
Entry			B1-R1-1
	Entry		B1-R1-3
		Entry	B1-R2-2
		Year 12 only 2nd 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.

Year 10 Entry	Year 11 Entry	Year 12 Entry	Adult Apprentice	Band
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 for which a trade qualification of Certificate IV (Special Class/Higher), or equivalent, is essential is B3-R1-3.

Stage	Band
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.

Stage	Band
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.

Stage	Band
Stage 1	B1-R1-3
Stage 2	B1-R2-4
Stage 3	B2-R1-4
Stage 4	B3-R1-2
On completion	B3-R1-4

(f) Minimum Adult Wage Rates – Adult Apprenticeships

(i) When a person, employed 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 contact 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.

(h) Salaries for Cadets – Bachelor Degree

(i) The salary on commencement for an employee undertaking a cadetship, or equivalent, is B1-R1-3.

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

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

(iii) The salary of B4-R1-4 is the minimum salary for a cadet graduate with 12 months work experience.

(i) Salaries for Graduate Development Program – Bachelor Degree

(i) A Graduate Development Program employs graduates for formal career development based on the relevance of qualifications for specific Agency occupations.

(ii) The salary on commencement of a graduate officer is B3-R1-1 and progresses through to B4-R1-4 without the requirement for promotion, subject to satisfactory work performance. An employee is then eligible to advance through other progression points in Band 4.

Stage	Band
1st year (min)	B3-R1-2
2nd year (min)	B3-R1-4
3rd year (min)	B4-R1-2
4th year (min)	B4-R1-4

(iii) Minimum Salary Point:

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

7. 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 and traineeships are based on competency based training progression are set out in Clause 6 of this Part.

(b) Terms of Trades Apprenticeship/Traineeship

Stage	Entry and Progression Requirements
Stage 1	Entry Level

Stage 2. An apprentice/trainee enters stage 2 on attainment of 25% of the total competency units for the relevant Certificate qualifications specified in the training agreement. Where there is a delay caused by the training provider or employer which causes the apprentice/trainee to take longer than 12 months to attain the required competency units, the pay progression to Stage 2 will be back dated from the 12 months anniversary date of the apprentice/trainee commencing employment.

Stage3. An apprentice /trainee enters Stage 3 on attainment of 50% of the total competency units for the relevant Certificate qualifications specified in the training agreement.

Stage 4. An apprentice/trainee enters Stage 4 on attainment of 75% of the total competency units for the relevant Certificate qualifications specified in the training agreement.

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

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

8. SUPPORTED WAGE SYSTEM FOR PERSONS WITH DISABILITIES

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

In this clause:

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

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

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

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

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

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

(a) Eligibility Criteria

(i) Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

(ii) This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

(b) Supported Wage Rates

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

Assessed Capacity (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 $84 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 $80 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).

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. SALARY PACKAGING

(a) An employee who is employed to work in a public hospital or public ambulance service, as defined by the Australian Taxation Office, may elect, up to the amount allowed under relevant legislation, to take a proportion of their award salary in a form selected from a list of options offered by the employer.

(b) Fringe Benefit Tax and any administrative costs incurred as a result of an employee

entering into or amending a salary packaging arrangement will be met by the employee.

(c) Salary for all purposes, including superannuation, for employees entering into a salary packaging arrangement will be calculated as if the salary packaging arrangement did not exist.

(d) Salary packaging arrangements will be annual and based on the Fringe Benefit Reporting Year. The employee will be able to renew or amend the arrangement annually. An employee may withdraw from a salary packaging arrangement at any time.

(e) Where the an employee ceases to be employed in a public hospital or public ambulance service, as defined by the Australian Taxation Office, any salary packaging arrangements will cease to apply from the date of cessation of employment.

11. MARKET ALLOWANCE

On receipt of an application from a State Service Agency the employer may determine to pay a market allowance up to 10% 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.

12. HIGHER DUTIES ALLOWANCE

For the purposes of this clause reference to an employee does not include an employee employed for a fixed term or on a casual basis.

(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 VII – Hours of Work and Overtime for Day Work.

13. MORE RESPONSIBILITY DUTIES ALLOWANCE

For the purposes of this clause reference to an employee does not include an employee employed for a fixed term or on a casual basis.

(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 VII – Hours of Work and Overtime for Day Work.

14. MIXED FUNCTIONS ALLOWANCE

Notwithstanding Clause 11 or 12 of this Part, Health Services Officers and those performing duties requiring a trade qualification engaged continuously for two hours or more on duties carrying a higher rate than that employee's ordinary classification band and salary level, are to be paid the higher rate for such day or shift. If for less than two hours, the employee is to be paid the higher rate for the time worked.

PROVIDED that where an employee is required to work to relieve a person assigned supervisory duties where that person is absent on their nominated day off or a day in lieu thereof, this allowance does not apply.

PROVIDED FURTHER that where an employee would have been eligible to receive this allowance under the Community and Health Services (Public Sector) Award (No.4 of 2008) and is no longer eligible as a result of the implementation of this award, they should be entitled to receive the allowance.

15. 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 $694.90.70 per week operative from 1 August 2017.

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 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:

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 are ten bands with an Advancement Assessment Point in Bands 1, 4, 6, 7 and 8 which provide for two ranges within those bands.

(ii) Work is described in seven job components for each band.

The components are:

(1) Focus:

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

(2) Context and Framework:

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

(3) Expertise:

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

(4) Interpersonal Skills:

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

(5) Judgement:

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

(6) Influence of Outcomes:

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

(7) Responsibility for Outcomes:

The principal responsibilities of work at each band.

(iv) The General Stream 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.

(3) Bands 7 and 8

Work involves the interpretation and modification of policy and regulatory settings according to operational requirements (internal – how we work) and service delivery (external - what we do) demands. A broader whole-of-Agency and/or whole-of-government perspective.

(4) Bands 9 and 10

Work involves significant new strategic, policy and decision-making frameworks that apply to specific areas of specialisation of extremely high sensitivity or wide strategic importance, or which have far reaching implications for government or beyond and whole-of-government and whole-of-community and whole-of-discipline perspective.

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, accountancy, journalism, information science, underwater diving, carpentry.

(c) Field

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

(d) Activities

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

(e) Program

A program may stand alone or 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 GENERAL STREAM BANDS

(a) Band 1

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

(b) Difference Between Band 1 and Band 2

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

(c) Difference Between Band 2 and Band 3

Band 3 tasks are complex and involve intricate and unrelated techniques that require 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 coordinating 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 coordinating and integrating the operational procedures to be undertaken, that is, the systems and processes for program and service delivery within which a multitude of tasks are performed. High level specialised skill and expertise in a particular discipline or field of activity.

(f) Difference Between Band 5 and Band 6

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

(g) Difference Between Band 6 and Band 7

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

(h) Difference Between Band 7 and Band 8

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

(i) Difference Between Band 8 and Band 9

Band 9 work leads a multi-functional or multi-disciplinary program where operational policies and precedents are not definitive and outcomes are of critical strategic importance across Agencies or at government level.

(j) Difference Between Band 9 and Band 10

Band 10 work leads a multi-functional or multi-disciplinary program which may influence government policy and involve a high degree of sensitivity or risk and where outcomes can influence national debate in the field of expertise.

Bands 9 and 10 cater for work requiring high level specialist expertise, as demonstrated by associated attraction and retention issues, in excess of Band 8 but which does not have the management and/or corporate focus required of Senior Executive Service work. These duties and responsibilities will continue to be required to satisfy Senior Executive Service criteria and work value considerations.

The difference between Bands 9 and 10 will also often result from market forces, the impact on government, the significance of outcomes and reporting arrangements.

4. GENERAL STREAM BAND DESCRIPTORS

Band 1	
Focus	Entry level work requiring the application of precise practices, methods and standards where the focus is on learning, developing and refining non-trade/trade/technical/administrative skills to apply within existing operational guidelines, systems and processes. Routine task focussed work which initially is strictly limited in scope. Exposure to a wider range and complexity of tasks increases with knowledge and experience. The scope of work assigned varies according to specific entry level qualifications, the nature of the role and experience.
Context and Framework	Clear and detailed instructions on techniques, methods, priorities and timeframes are provided and work is performed under close supervision. Work is routinely reviewed and checked for task completion.
Expertise	Knowledge and expertise is consistent with entry level work and work with defined and limited functions. Qualifications and experience vary at this level and the work undertaken is consistent with that knowledge. Knowledge and experience may be gained through relevant courses of study and/or competency assessment.

Band 1	
Interpersonal Skills	Receives instruction, advice and feedback relevant to gaining knowledge, applying skills and completing tasks. Maintains open communication to learn and understand operational context and to improve efficiency and effectiveness. Provides explanations of standard and routine processes and procedures to team members, clients and members of the public. As expertise increases is expected to suggest improvement in the application of techniques, practices and methods, to provide feedback on instructions received and procedures to be followed and to assume more responsibility for how skills are applied and tasks are completed.
Judgement	Initially choices are limited to following clear and specific instructions according to existing standards. As familiarity develops increasing judgement is expected in selecting the most appropriate means of completing the task while deviations, problems or unfamiliar situations not covered by instructions would be referred to the supervisor.
Influence of Outcomes	The influence of this work is limited to undertaking tasks that provide routine and standard information, support and assistance to the work team, clients and members of the public. Contributes to team and client satisfaction by correct and appropriate use of skills.
Responsibility for Outcomes	Responsible for the satisfactory completion of tasks consistent with learning and developing skills and applying them correctly in the operational context. Responsible for appropriate use of tools, equipment and resources and for establishing co-operative relationships with team members, clients and members of the public.

Band 2	
Focus	Work requiring the application of conventional non-trade or administrative practices methods and standards according to existing operational guidelines, systems and processes. The work consists of multiple, diverse tasks to be performed to achieve specified outcomes. The work provides routine advice, support and assistance to a work team.
Context and Framework	Initially detailed instructions are provided on established techniques, methods, priorities and timeframes. Consistent with increasing experience detailed instructions are limited to unusual requirements which do not have clear guidelines or precedents. Some interpretation, modification or adjustment of accepted practices, methods or standards may be required to achieve specified outcomes. Performance is assessed by task completion in meeting specified outcomes.
Expertise	Knowledge and expertise consistent with qualifications recognised at Certificate III or equivalent level. Some conventional practices, methods and standards are known. As knowledge and experience is gained in understanding relevant systems and procedures independent management of work load increases.
Interpersonal Skills	Receives instructions and guidance on work practices and processes and in meeting unusual requirements. Actively participates in reviewing and explaining operational procedures and in providing information and liaising with clients, stakeholders and members of the public. Displays good communication and interpersonal skills in gaining the co-operation of others and deals effectively with challenging behaviour.

Band 2	
Judgement	Increasingly required to exercise judgement in the choice of work methods, in prioritising tasks and in the application of skill in selecting the appropriate course of action. Independent decision-making and initiative regarding the planning and completion of tasks and achievement of outcomes is expected to increase with experience. Proposes alternative approaches in the work area.
Influence of Outcomes	The work contributes to the effective operation of the work unit including on client, stakeholder and public perception. Maintains established standards, systems and procedures and proposes improvements to practices, methods and processes.
Responsibility for Outcomes	Responsible for the satisfactory completion of tasks that are significant for the operational effectiveness of the work unit. Responsible for ensuring work methods and processes meet required standards with some independence to modify or adapt existing approaches for more effective service delivery for client and stakeholder.

Band 3	
Focus	Work requiring qualified trade/technical or specialised administrative and clerical skills for the application and adjustment of conventional practices, methods and standards according to established guidelines, systems and processes. The work consists of a trade/technical practitioner or specialised administrative and clerical focus on complex, multiple, diverse tasks to be performed to achieve specified outcomes. Tasks involve precise, intricate and unrelated methods and processes. May assist a team leader to supervise less experienced staff engaged in performing similar less demanding tasks.

Band 3	
Context and Framework	General instructions are provided, other than for more complex and unusual requirements which do not have clear guidelines or precedents. Interpretation, modification or adjustment of accepted practices, methods or standards is routinely required to achieve specified outcomes. Uses initiative to resolve issues and satisfy client and stakeholder requirements.
Expertise	Knowledge and expertise consistent with qualifications recognised at Certificate III and IV or equivalent level. Trade/Technical practitioner or specialist administrative and clerical subject matter knowledge and experience in the application of practices, methods and standards to meet the requirements of the operational area. Recognised trade/technical practitioner and specialised administrative and clerical skills in applying precise, intricate and unrelated practices and methods to resolve operational issues and to meet specified outcomes.
Interpersonal Skills	Well developed interpersonal and communication skills. A leadership role in reviewing and explaining operational procedures and in providing information to and liaison with clients, stakeholders and members of the public. Assistance may be provided to a supervisor in reviewing and evaluating practices and standards and providing recommendations. Effective instruction, guidance and feedback is provided to less qualified or experienced staff.
Judgement	Exercises independent judgment in the practices, methods and standards to be applied, and the planning and timing required to complete complex, diverse tasks. Creativity and initiative required to provide options, recommendations and solutions to satisfy non-standard requirements.

Band 3	
Influence of Outcomes	The work has a significant influence on the effective operation of the work unit including client, stakeholder and public perception regarding program or service delivery. A trade/technical employee or specialist administrative or clerical employee proposes and develops options to modify practices, methods and approach to meet specified needs while maintaining quality standards. Assists a supervisor regarding the development of less qualified or experienced staff.
Responsibility for Outcomes	Responsible for maintaining practices, methods and standards and their modification as appropriate to provide satisfactory solutions for complex operational issues. Responsible for maintaining quality control of outcomes. Responsible for assisting a supervisor to ensure less qualified or experienced staff receive appropriate instruction, guidance, and performance feedback.

Band 4	
Focus	Work within a defined field requiring the evaluation/co-ordination and/or integration of complex tasks within a defined field. The work includes one or more components of planning, organising, directing, controlling or coordinating resources and related activities. The work includes one or more components of research, analysis, investigation, evaluation and providing options and recommendations. Interprets and modifies guidelines, systems and processes to ensure conformity with specified outcomes and/or to provide alternative approaches to resolve operational problems. Makes decisions on the proposals and recommendations of lower level employees.

Band 4	
Context and Framework	General direction is provided to achieve the required outcomes as operational guidelines, systems and processes are well understood. Policies, rules and regulations provide a framework for decision-making in undertaking and integrating the relevant activities of the work area. Flexibility, innovation and initiative expected in providing alternative solutions to complex operational issues within the field of work.
Expertise	Knowledge and expertise consistent with qualifications recognised at Diploma, Advanced Diploma or equivalent level. Well developed knowledge and expertise in the application of policies, rules and regulations to guidelines, systems and processes. Trade work requires specialised knowledge and expertise which may require solutions to complicated, difficult, intricate and unrelated problems with existing infrastructure, equipment, systems and processes. Well developed expertise in managing and applying information and specialised knowledge to the range of related activities of the work area. Develops expertise in controlling and managing allocated resources.
Interpersonal Skills	Work at this level may involve a supervisory role. Highly regarded communication and interpersonal skills. This involves instructing, guiding and mentoring less experienced staff and making decisions on operational performance and activities. Informs and guides to gain the acceptance of others regarding the practices, systems and processes required to achieve program and service delivery outcomes. Interprets and explains complex operational procedures and provides advice and detailed information to clients, stakeholders and members of the public.

Band 4	
Judgement	Exercises judgement in applying policies, rules and regulations to practices, methods, systems and processes. Applies specialised expertise to resolve complex operational issues with existing systems, procedures, infrastructure and equipment. Compiles, analyses and evaluates complex and unrelated information to maintain and modify operational performance and service delivery.
Influence of Outcomes	The work has a significant influence on service delivery performance and outcomes for the work unit. Uses specialised expertise to advise, develop and recommend alternative approaches to achieve the work unit's objectives. Instruction, guidance and mentoring have a significant influence on the development of less qualified or experienced employees.
Responsibility for Outcomes	Responsible for ensuring guidelines, systems and processes are applied appropriately to integrate related activities to meet specified objectives. Responsible for providing options and recommendations to resolve complex operational issues and/or improve operational effectiveness. Where supervision is involved, responsible for ensuring advice, recommendations and decisions support specified service delivery and program outcomes.

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

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

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.

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

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

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

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

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

Band 7	
Interpersonal Skills	Leads and motivates to gain the co-operation of others in the achievement of difficult and sometimes conflicting objectives, which may include incompatible processes, in developing or implementing improvements to established plans, systems and procedures. Manages staff and stakeholders and promote co-operation, teamwork and understanding in undertaking specialised processes. Develops productive relationships with specialists and stakeholders with similar levels of skill and experience in related field or program area to share ideas and to resolve problems. Clearly articulates complex and difficult issues to staff and stakeholders in terms which are understandable by the audience. Represents the organisation with the authority to conduct and commit to a negotiated outcome regarding operational processes for the area of responsibility and which may have operational implications beyond the functional area or program activity. Models a high standard of ethical behaviour and promotes values and a workplace culture to support this standard.

Band 7	
Judgement	Identifies, defines and develops options and recommendations to implement and improve the delivery of complex specialised programs and/or services within a functional area which may include responding to new and emerging developments. Solutions are constrained by the existing policy and regulatory framework, budget and resource considerations and established program delivery methodologies. Highly developed conceptual and reasoning skills to research, investigate, analyse evaluate and integrate relevant solutions from related disciplines or fields into the area of activity. Flexibility, creativity and innovation associated with research, investigative, analytical and appraisal skills. Options provided and solutions recommended may require the development of new operational systems and methods for improved service delivery outcomes. Alternative sources of advice may be limited within the Agency.
Influence of Outcomes	Advice and recommendations are provided directly to the manager of the function or program area and/or indirectly to the Head of Agency in relation to the management of the activity or program unit and the development and/or implementation of new plans, systems or procedures. Service delivery or program outcomes are altered. There is a clear and direct effect on the effective and efficient operation of the function or program and on the implementation of government policy through program and service delivery outcomes. Advice provided is authoritative, specialised consultative and/or management advice to a particular program or range of activities.

Band 7	
Responsibility for Outcomes	Responsible for efficient and effective program or service delivery including budget management, optimal use of resources and maintaining and/or modifying policy, administrative processes and research projects. This includes planning future activities, negotiating for appropriate resources and determining measures for accountability. Managers are accountable for managing the performance and development of staff. Technical, administrative and/or clerical specialists are accountable for mentoring and role-modelling less qualified or experienced staff. Considerable independence in determining priorities and approach to managing the activities of the program or unit. Specialists are required to remain abreast of contemporary developments in the discipline or field and related subject matter. Responsibility may be shared with relevant specialists and executive management for the development of strategy, policy or program implementation especially with regard to new developments.

Band 8	
Focus	Roles with a management focus lead a function or program unit to deliver outcomes that are of significant strategic importance for the Agency. Technical, administrative and/or clerical specialists responsible or involved with a highly specialised program contribute to the strategic planning and decision-making process. This involves developing and/or modifying operational program strategies, policies and rules and supporting systems and procedures to achieve specified outcomes. Determines appropriate milestones, priorities and approach to program delivery.

Band 8	
Context and Framework	The function or program activities have a direct and significant effect on organisational outcomes and the achievement of corporate objectives. Considerable operational autonomy with operational direction according to government policy and broad corporate objectives. A complex specialised environment which requires the development, implementation and modification of program-specific strategy, policy, principles, systems and processes that reflect corporate strategy, policy, regulatory or technological developments. Established precedents and policies may require interpretation for operational effectiveness. Emerging issues can be due to significant operational concerns and can anticipate regulatory change. Shares the determination of program-specific policy and processes to meet core organisational objectives and strategies. This can include broadly based operational policies, professional programs, organisation-wide policies and specialised projects.
Expertise	High level and/or specialist knowledge and expertise through extensive experience. High level understanding of the structures and processes of government, the relevant technical, administrative and/or clerical discipline, field and program area, the relevant industry sector and the employing Agency and of the interaction between them. Management roles require highly developed management skills and expertise to manage and lead a functional unit or program.

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

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

Band 9	
Focus	Roles with a management focus lead a multi-functional or multi-disciplinary program that delivers outcomes of critical strategic importance for the Agency. Specialists develop policies, programs and initiatives for implementation in major functional and/or multi-disciplinary programs within and/or across Agencies. Operational policies and precedents are not definitive which requires interpretation of general strategic and policy framework for direction.
Context and Framework	The function or program has a direct and critical effect on organisational outcomes. Autonomy for initiatives is consistent with government policy, the principles of public administration and/or the relevant technical discipline or field and broad corporate objectives. This is a highly complex specialised environment which regularly requires the development and/or implementation of strategic corporate initiatives according to technological, conceptual and/or legal developments. Precedents and policies are lacking and considerable innovation and interpretation is required. These roles define core issues and the decision-making framework for fundamental organisational strategic, policy or operational development. This can range across government. Emerging issues can be due to significant community and professional concerns and can anticipate legislative change.

Band 9	
Expertise	High level expertise in the program activity or in a discipline or field that is critical to the program or Agency. High level understanding of the operational cultures of government, the relevant technical, administrative and/or clerical discipline, field or program area, the relevant industry sector and the employing Agency and of the interaction between them. High level management expertise to manage and lead a complex multi-functional unit or multi-disciplinary program. Specialists apply expertise and complex concepts which may be drawn from non-related fields, which define the capability to deliver program requirements.
Interpersonal Skills	Leads and motivates to gain the co-operation of others in achieving difficult and sometimes conflicting objectives in developing or implementing options which may lie outside established precedents and parameters. Manages networks of staff and stakeholders and promotes co-operation, teamwork and understanding in addressing demanding and complex challenges. Develops productive relationships with specialists and stakeholders with similar levels of expertise in diverse fields or program areas to share ideas and to resolve problems. Clearly articulates highly complex concepts to diverse stakeholders in terms that are understandable by the audience. Represents the organisation with the authority to conduct and commit to a negotiated outcome regarding objectives, concepts, strategies and policies for the area of responsibility and which have implications beyond the functional area or program activity. Models a high standard of professional and ethical behaviour and promotes values and a workplace culture to support these standards.

Band 9	
Judgement	Identifies, defines and develops options for complex strategic, policy and program delivery to implement government policy. Recommends solutions for unusual or emerging strategic issues which impact on the operating environment. Solutions are constrained by the policy and regulatory framework, budget and resource considerations and established program delivery methodologies. Advanced conceptual and reasoning skills. Flexibility, innovation, creativity and long-term strategic vision associated with high level research, investigative, analytical and appraisal skills. Alternative sources of advice are limited. Options provided and solutions recommended may require the development of novel strategies, policies and approaches and the outcomes produced may be original, innovative or unprecedented.
Influence of Outcomes	Advice and recommendations are provided directly to the Head of Agency and indirectly to government. The outcomes have critical Agency corporate effect and directly influence strategy, policy, planning and decision-making options across Agencies.. Outcomes may lead to the adoption of new program delivery systems or methods. Outcomes may improve community benefits and may have significant and far reaching implications across government within the field of endeavour. The model of service delivery and/or way work is performed may be altered as a result.

Band 9	
Responsibility for Outcomes	Responsible for the development and/or implementation of important strategic corporate initiatives in response to emerging challenges and which may include complex specialised service delivery models. Responsible for meeting specified financial, quality and time related objectives and the optimal use of resources. Managers are accountable for the performance and development of staff. Technical, administrative and/or clerical specialists are accountable for mentoring and role-modelling less qualified or experienced staff. Specialists are required to remain abreast of contemporary knowledge, to identify emerging trends and developments and to maintain a network of peers and specialists in and beyond the subject area. Responsibility may be shared with relevant specialists and executive management for the development of strategy and policy or program implementation especially with regard to more significant, challenging and unusually complex developments or activities.

Band 10	
Focus	Leads a highly specialised major program or field of research. Leads a multi-function or multi-disciplinary program of critical strategic importance for the Agency and/or government. Policy or research outcomes may change Agency and/or government policy or have a major influence within or across Agency programs. High level professional advice provided across Agencies.

Band 10	
Context and Framework	The function or program activities have a state-wide and critical effect on organisational outcomes and for the implementation of government policy. Limited frameworks, precedents and guidelines are available beyond broad government policy and professional principles and standards. A highly complex specialised environment which requires the development of strategic directions, policy frameworks and technical and/or administrative programs according to technological, conceptual, environmental and/or legal developments. Issues frequently involve a high degree of sensitivity or risk for industry sector or field of endeavour. Emerging issues can be due to significant industry, community and professional concerns and outcomes can influence national debate in the field of expertise.
Expertise	Nationally recognised as an expert and/or specialist in the particular discipline or area of expertise. Demonstrates significant achievements and experience in the field of endeavour. Authoritative advice and excellence of work enhances the reputation of the Agency. Writes, researches, publishes and presents to peers, stakeholders and senior management. High level expertise to lead a complex multi-functional unit or multi-disciplinary program.

Band 10	
Interpersonal Skills	Leads and inspires others in work that presents fundamental challenges and which lies outside established precedents and parameters. Manages networks of other experts, professionals, executive management and stakeholders to develop and implement initiatives appropriate to meet government priorities. Clearly articulates highly complex and challenging concepts, proposals and results to a diverse audience. Represents the organisation with expert authority regarding objectives, concepts, strategies and policies for the area of expertise and which have implications for government. Models high standards of professional and ethical behaviour and promotes values and influence and shape workplace culture to support these standards.
Judgement	Identifies, defines and develops options for complex and challenging strategic, policy and program delivery to meet government priorities. Research and recommendations provided for programs and options regarding challenging and emerging strategic issues which impact on the operating environment and/or wider community/industry. Solutions are constrained by the existing conceptual and/or policy framework, budget and resource considerations and established program delivery methodologies, influential stakeholders and community expectation. Advanced conceptual and reasoning skills. Highly innovative and creative with strategic vision regarding long term implications for the state. Alternative sources of advice are only available external to government. Options provided and solutions recommended require the development of novel strategies, policies and approaches and the outcomes produced are original, innovative or unprecedented.

Band 10	
Influence of Outcomes	Advice and recommendations are provided directly to the Head of Agency and government ministers. The outcomes directly influence the implementation of new strategic policy, planning, program and decision-making options within and/or across Agencies and have critical Agency/government effect. Outcomes lead to the adoption of new strategies, policies and/or research methodologies. Outcomes improve existing parameters, standards and benefits to the community and have significant and far reaching implications across government within the field of endeavour. The model of service delivery and/or way work is performed alter as a result. These outcomes influence community regard of the implementation of government policy.
Responsibility for Outcomes	Responsible for the research, development and/or implementation of highly complex programs in response to emerging challenges which may lie outside existing parameters. Responsible for meeting specified financial, quality and time related objectives and for the optimal use of resources. Responsible for the performance and professional development of staff and other specialists. Specialists are required to remain abreast of contemporary knowledge, to identify emerging trends and developments and to maintain a national network of peers and specialists in and/or beyond the subject area.

5. GENERAL STREAM – HEALTH SERVICE OFFICERS BAND DESCRIPTORS

For the purpose of this clause:

'Operational area' means a work unit providing a distinct service that may include one of the following areas: domestic services, food services, laundry/linen services and the work of aides and orderlies and similar operational work

'Regular supervision' means employees exercise limited judgement on how to complete tasks and priorities. Supervision is generally provided at the commencement and at the completion of tasks. Employees are capable of working alone.

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

'Task' means a defined piece of work which forms part of a unit of activity.

'Routine' means a regular practice or procedure.

'Routine task' means a defined piece of work which forms part of a regular procedure.

'Specialised Work' means work undertaken in a particular discipline or field requiring the application of advanced knowledge and skills acquired either through formal training or significant on the job experience

Health Services Officer 1 (Trainee)
An employee appointed as a trainee will be initially appointed to the applicable HSO classification level for the particular role. However, while undertaking training, the employee will be paid in accordance with the salary rates at HSO level 1. Upon successful completion of training, the employee will be paid at their substantive rate, starting from the first increment.
A trainee is an employee undertaking a formally recognised course of study to competently perform the work of the particular HSO role.

Health Services Officer 2	
Focus	Work requiring the application of specified practices, methods and standards in undertaking routine tasks which are strictly limited in scope and within clearly defined guidelines. Performs a range of tasks in one operational area.

Health Services Officer 2	
Context and Framework	Clear and detailed instructions on methods, priorities and timeframes are provided. Employees exercise limited judgement on how to complete tasks and priorities. Supervision is generally provided at the commencement and at the completion of tasks. Employees are capable of working alone.
Expertise	Knowledge and skill is consistent with routine task focused work which may require the operation of equipment.
Interpersonal Skills	Receive instructions, advice and feedback relevant to applying skills and completing tasks. Exercises communication skills consistent with undertaking routine task focused work.
Judgement	Choices are limited to following clear and specific instructions according to defined methods and guidelines and/or standards. Problems or unfamiliar situations not covered by instructions would be referred to the supervisor.
Influence of Outcomes	The influence of this work is limited to undertaking specific tasks that provide routine support and assistance in service delivery.
Responsibility for Outcomes	Responsible for the satisfactory completion of allocated tasks to a prescribed standard.

Health Services Officer 3	
Focus	Work requiring the application of specified practices, methods and standards in undertaking routine tasks which may span no more than three operational areas. And/or work requiring the application of a diverse range of skills and tasks in one operational area.
Context and Framework	General instructions on methods, priorities and timeframes are provided and tasks are undertaken to achieve the required outcomes or objectives. Discretion and choice in selecting the most appropriate method for completing the allocated tasks is expected and encouraged.
Expertise	Knowledge and skill is consistent with performing multiple standard tasks in accordance with established guidelines which may include the operation of equipment.
Interpersonal Skills	Receive instructions, advice and feedback relevant to applying skills and completing tasks. Exercise communication skills appropriate to interaction with clients and the public in the service delivery setting.
Judgement	Judgement and/or initiative is expected in selecting the most appropriate means of completing the task and prioritising work. Most situations are covered by guidelines. Unusual or complex situations are referred to a supervisor.
Influence of Outcomes	The influence of this work is limited to undertaking specific tasks across up to three operational areas and/or a diverse range of skills that provide routine support and assistance in service delivery.
Responsibility for Outcomes	Responsible for the satisfactory completion of allocated tasks to a prescribed standard.

Health Services Officer 4	
Focus	Work requiring the application of high level operational practices, methods and standards in the delivery of patient/client services.
Context and Framework	General instructions on techniques, methods, priorities and timeframes are provided and tasks are undertaken to achieve the required outcomes or objectives. Discretion and choice in selecting the most appropriate techniques, method for completing the allocated tasks is expected and encouraged. Work at this level may be undertaken independently with access to general supervision.
Expertise	Knowledge and skill is consistent with experience and/or formal training in order to perform high level operational work in the delivery of patient/client services, this may include operating vehicles, equipment and machinery.
Interpersonal Skills	Exercises communication skills consistent with developing a rapport with patients, health professionals and/or other members of the health care team and support staff. Work at this level may include oral and written reporting on the progress of tasks undertaken and client observations.
Judgement	Problem solving may be required, especially when working away from supervision. Discretion over techniques, methods and priorities for routine tasks within established guidelines and practices. More complex and unusual situations would be referred to the manager or supervisor for further instruction.
Influence of Outcomes	The influence of this work is to undertake high level operational duties in the delivery of patient/client services.

Health Services Officer 4	
Responsibility for Outcomes	Responsible for the satisfactory completion of high level operational duties to a prescribed standard. Responsible for the effective operation of vehicles, equipment and machinery.

Health Services Officer 5	
Focus	Work requiring the application of specialised practices, methods and standards to support client/patient care in a specialist service or field. May work with health professional(s) to assist in the delivery of care for clients/patients.
Context and Framework	Specialised work requiring the application of multiple skills acquired either through formal or significant on the job training. General instructions on techniques, methods, priorities and timeframes are provided and tasks are undertaken to achieve the required outcomes or objectives. Discretion and choice in selecting the most appropriate techniques, method for completing the allocated tasks is expected and encouraged. Work at this level may be undertaken independently with access to general supervision.
Expertise	Work undertaken in a particular discipline or field requiring the application of advanced knowledge and skills acquired either formal training or significant on the job experience.
Interpersonal Skills	Exercises communication skills consistent with developing a rapport with patients, health professionals and/or other members of the health care team and support staff. Work at this level may include oral and written reporting on the progress of tasks undertaken and client observations.

Health Services Officer 5	
Judgement	Problem solving may be required, especially when working away from supervision. Independent decision making and initiative regarding the planning and completion of tasks and achievement of outcomes within established standards, guidelines and practices. Complex and unusual situations beyond the scope of training or experience would be referred to the manager or supervisor for further instruction.
Influence of Outcomes	The influence of this work is to undertake specialised operational duties in the delivery of patient/client services.
Responsibility for Outcomes	Responsible for contributing to health and/or care outcomes by performing specialised operational duties consistent with established standards, guidelines and practices.

PART IV – MISCELLANEOUS CONDITIONS OF EMPLOYMENT

1. ACCOMMODATION AND OTHER REQUIREMENTS

(a) Suitable comfortable accommodation is to be provided for resident employees, and where practicable, single bedrooms.

(b) Linen, cutlery, crockery and blankets are to be provided by the employer free of cost to the employee.

(c) Dressing rooms, luncheon rooms and conveniences are to be provided for all non-resident employees.

2. WORK ABOVE FLOOR LEVEL

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

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

3. WORK AWAY FROM NORMAL PLACE OF DUTY

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

PART V – EXPENSE AND OTHER ALLOWANCES

1. DISTRICT ALLOWANCES

(a) 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:

	Rate per Annum $
(1) Category R	
Remote locations approved as such by the Tasmanian Industrial Commission including Bass Strait Islands, Maria Island, Bruny Island:	
Employee with dependent relatives residing with them	3724.00
Other (no dependents)	1861.00
(2) Category B	
Locations under the Commonwealth Taxation Zone B prescription:	
Employee with dependent relatives living with them	1861.00
Others (no dependents)	931.00
(3) Category S	
Special locations as may be approved by the Tasmanian Industrial Commission:	
Employee with dependent relatives residing with them	931.00
Others (no dependants)	466.00

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.

(b) 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.

(c) District Allowance – Part-Time Employees

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

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

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

2. MEAL ALLOWANCES

(a) Meals on Duty

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

(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 – Overtime

Where an employee is required to commence duty at their headquarters not less than one and a half hours before, or to remain on duty for not less than one and a half hours after, the normal hours of duty, and that requirement necessitates the employee obtaining a meal away from home, that employee shall, subject to this paragraph, be paid a meal allowance at the rates prescribed in subclause (d) of this clause:

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

where such prior notice has not been given the employee shall attract such payment.

(d) Meal Allowance – Rates

Meal	Rate of Allowance $
Breakfast	13.55
Lunch	15.25
Dinner	25.95

The rates contained above are derived from the Australian Taxation Office (ATO) Taxation Determination TD2017/19, 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 without incurring out of pocket 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

Accommodation Venue	Overnight Accommodation Rate $
Adelaide	157.00
Brisbane	205.00
Canberra	168.00
Darwin	216.00
Melbourne	173.00
Perth	203.00
Sydney	185.00
Tasmania	138.00

Meal Allowances
(Preceding or following an overnight absence)

Breakfast	Applicable 7.00am – 8.30am	27.05
Lunch	Applicable 12.30 – 2.00pm	30.45
Dinner	Applicable 6.00pm – 7.30pm	51.85

Incidental Expenses

Payable per overnight stay: 19.35

(2) The rates contained in the tables above are derived from the Australian Taxation Office Taxation (ATO) Determination TD2017/19, 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 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 prescribed in paragraph (a)(i) of this clause are not to be paid but the actual accommodation and/or meal expenses incurred in the course of business travel are to be reimbursed to the employee.

(3) An employee who has entered into an arrangement in accordance with subclause 3(a)(iii)(1) above is to be paid the Incidental Expenses Allowance as prescribed in subclause 3(a)(i))(1).

(4) 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 chose 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 Expense Allowance as prescribed in paragraph (a)(i) of this clause with the appropriate meal allowance as prescribed in clause 3(a)(i)(1) for any meals not provided.

(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.

(c) Private Vehicle Use

(i) 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:

Annual Kilometres Travelled On Duty in a Financial Year	Cents per Kilometre	
	Rate 1 2 litres and above	Rate 2 Less than 2 litres
First 10,000 kilometres	76.18(100%)	65.51 (86%)
Any additional kilometres	40.38 (53%)	35.04 (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.

(ii) Occasional User

Where an employee is not required to provide a private motor vehicle for official use as prescribed in subclause (c)(i) 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:

Annual Kilometre Travelled on Duty in a Financial Year	Cents per Kilometre	
	Rate 3 2 litres and above	Rate 4 Less than 2 litres
First 10,000 kilometres	50.79 (100%)	43.68 (86%)
Any additional kilometres	29.62 (53%)	23.36 (46%)

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

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

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

(iv) The rates specified in subclauses (c)(i) and (c)(ii) 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 (c)(i) and (c)(ii) 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.

(v) 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.

(vi) In addition the following allowances are to be paid to employees:

(1) Where stationed in Category R as provided in Part V – Expense and

Other Allowances, Clause 1 - Location Allowances, subclause (a)(iii)(1) thereof - $24.70 per month plus $9.90 per 1,600 kms travelled on duty.

(2) Where stationed in Category B as provided in Part V - Expense and Other Allowances, Clause 1 - Location Allowances, subclause (a)(iii)(2) thereof - $16.40 per month plus $9.90 per 1,600 kms travelled on duty.

(3) Where authorised to use a utility, four-wheel drive motor vehicle or any other special type of motor vehicle approved by the employer concerned - $9.90 per month.

(4) Where authorised to use a trailer attached to the motor vehicle 2.97 cents for each kilometre travelled on duty with the trailer attached.

(5) Where authorised to use a motor vehicle on work involving the regular carrying of heavy equipment - $9.90 per month.

(6) Where authorised to use a motor cycle - 9.67 cents for each kilometre travelled on duty.

(vii) Where an employee is required to provide a private motor vehicle in accordance with subclause (c)(i) 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.

(viii) Where a part-time employee is eligible for any payment under subclause (c)(vii) 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.

(ix) 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.

(x) A kilometres travelled allowance in excess of or at variance with the rates set forth in subclauses (c)(i) and (c)(ii) of this clause, may be paid if, on the determination of the employer concerned, special circumstances exist which justify such excess or variation.

4. FIRST AID CERTIFICATE ALLOWANCE

(a) An employee nominated by the employer to perform first aid duties and who is the current holder of a Workplace Certificate, Level 2, HLFTA30IB National Health Training Package First Aid Certificate, or an equivalent certificate, is to be paid an allowance of $764.00 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 Workplace Certificate, Level 2, HLFTA30IB National Health Training Package.

(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.

5. 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 $709.00 per annum. An employee is required to successfully complete the Testing and Tagging course conducted by an accredited training provider as a prerequisite to undertaking the duties as prescribed by this clause.

6. SPECIAL RATES

Subject to subclause (a) of this clause in addition to the salary rates prescribed by clause 2 (Salaries) of Part II – Salaries and Related Matters – of this award the following special rates are to be paid to employees including apprentices and trainees:

(a) Cold Places

An employee working for an aggregate of more than one hour per shift in places where the temperature is reduced by artificial means below 0 degrees Celsius is to be paid $0.53 per hour extra for the time so worked. Where the work continues for more than two hours, employees are entitled to a rest period of 20 minutes every two hours without loss of pay.

(b) Confined Spaces

An employee working in a confined space that is a compartment, space or place the dimensions of which necessitate such employee working in a stooped or otherwise cramped position or without proper ventilation, is to be paid $0.66 per hour extra.

(c) Dirty Work

An employee required to perform work which an authorised representative for the employer and the employee are to agree, is of an unusually dirty or offensive nature is to be paid $0.53 per hour extra. In case of a disagreement between the representative and the employee, the employee is entitled within 24 hours to ask for a decision on their claim by a representative responsible for the management or supervision of the work concerned. In such a case a decision is to be given on the employee's claim within 48 hours of it being asked for (unless that time expires on

a non working day) or else the allowance is to be paid. Any dispute arising under this subclause as to whether the work is of an unusually dirty or offensive nature is to be determined by the employer.

(d) Hot Places

An employee working for more than one hour in the shade in places where the temperature is raised by artificial means to between 46 and 54 degrees Celsius, is to be paid $0.53 per hour extra. The temperature is to be decided by a representative of the employer of the hospital concerned after consultation with the employees who claim the extra rate.

(e) Rates not Subject to Penalty Additions

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

7. CORRECTIONS ALLOWANCE:

In addition to an employee's salaried incremental point (excluding shift allowance) an all-purpose allowance of 6.5% is to be paid to employees who are engaged to undertake duties in a correctional facility, a forensic mental health facility, the secure mental health facility however titled and the Ashley Youth Detention Centre.

This allowance is payable for all periods of paid leave entitlements including personal leave, recreation and bereavement leave.

8. ALLOWANCE FOR THE MANAGEMENT OF DECEASED PERSONS PRONOUNCED DEAD ON ARRIVAL

(a) Dead on Arrival – Coroner's Case

In the absence of Mortuary staff a Health Service Officer, or supervisor, directed to perform duties associated with accepting, preparing, identifying and handling a deceased person under the management of the Coroner, is to be paid an allowance of $32.65 per occasion.

(b) Dead on Arrival – Release

In the absence of Mortuary staff a Health Service Officer, or supervisor, required to access a deceased person in the mortuary who has been released from the management of the Coroner is to be paid an allowance of $5.10 per occasion.

13. 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 Health and Human Services (Tasmanian State Service) 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 rates in this Award updated to reflect the rates being paid.

PART VI – 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.

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

3. WORKPLACE FLEXIBILITY ARRANGEMENTS

(a) Workplace Flexibility Arrangements

(i) 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 days 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 paragraph (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 VII – HOURS OF WORK AND OVERTIME FOR DAY WORK

1. HOURS OF WORK – DAY WORKER

(a) The ordinary hours of work for a day worker are 38 hours per week to be worked five days, Monday to Friday inclusive, in continuous periods of seven hours 36 minutes per day respectively between the hours of 7.00am and 5:30pm except for a meal break of no more than one hour.

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

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

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

(c) Notwithstanding the provisions of this subclause, the spread of hours may be altered between 6.00am and 7.00pm to all or a section of employees by mutual agreement between the employer, the relevant union and the majority of the employees affected, but not so as to require any employee to work more than nine hours in any day or more than 152 hours in any two consecutive fortnightly pay periods.

2. HOURS OF WORK – PART-TIME EMPLOYEES

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

(a) A part-time employee is to be provided with minimum of two hours work or pay on each occasion they are required to attend for work unless otherwise mutually agreed by the employee, employer and the appropriate union.

(b) A part-time employee, engaged as a day worker, who is required to work outside the spread of hours as prescribed in Part VII – Hours of Work and Overtime for Day Work, Clause 1 – Hours of Work – Day Worker is to be paid penalty rates as follows:

(i) Monday to Saturday - time and a half for the first two hours, double time thereafter;

(ii) Sunday - double time;

(iii) Holidays with Pay - double time and a half.

(c) A part-time employee who is required to work on Saturdays, Sundays and holidays with pay is to be paid for all time worked on those days, the penalty rates prescribed for those days in Part VII – Hours of Work and Overtime for Day Work, Clause 3 - Overtime - Other Than Shiftworkers, paragraph (a)(ii).

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

3. OVERTIME – OTHER THAN SHIFTWORKERS

(a) (i) The Head of Agency may require an employee to work reasonable overtime at overtime rates, and such employee is to work overtime in accordance with such requirement. No overtime is to be worked without the prior approval of the Head of Agency or a person authorised by the Head of Agency to approve overtime work.

(ii) For all time worked in excess of the ordinary hours of work, Monday to Saturday inclusive, payment is to be made at the rate of time and a half for the first two hours, and double time thereafter. For overtime work on Sunday, payment of double time and overtime performed on a holiday with pay or such other day as may be allowed as a State Service Holiday (other than rostered shiftwork) to be paid at double time and one half.

(b) Overtime is payable to all employees classified up to the maximum salary point of Band 8 of the General Stream at their normal salary rate, including the Higher Duties Allowance/More Responsible Duties Allowance provisions and subject to the provisions of this clause.

(c) An employee who undertakes duties assigned a classification of Bands 7 and 8 of the General Stream is eligible for payment for overtime worked if the Head of Agency is satisfied the employee is required to:

(i) work according to the provisions of Clause 6 (Availability and Recall) of Part VII - Hours of Work and Overtime for Day Work;

(ii) respond to an emergency incident or event;

(iii) undertake specialist work according to a planned event or program that is not able to be undertaken during normal business hours of work.

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

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

(iv) Unless the period of overtime is one and a half hours or less, an employee before starting overtime is to be allowed a meal break of twenty minutes, which is to be paid for at ordinary rates. The employer and an employee may agree to any variation of this provision to meet the circumstances of the work in hand.

(v) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that the employee will be so required, is either to be supplied with a meal by the employer, or paid $9.25 in lieu thereof.

(vi) Allowances prescribed by this award other than Higher and More Responsible Duties and Mixed Functions allowance, are not to be taken into account in the compilation of overtime and penalty rates prescribed by this award.

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

(d) Rest Period after Overtime

(i) When overtime work is necessary it is, wherever reasonably practicable, to be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.

(ii) An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day, that the employee has not had at least eight consecutive hours off duty between those times is, subject to this section, to be released after completion of such overtime until that employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(iii) If on the instructions of the employer such an employee resumes or continues work without having had eight consecutive hours off duty, the employee is to be paid at double time until the employee is released from duty for such period and the employee is then entitled to be absent until that employee has eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(e) Reimbursement of Child Care Costs where Directed to Work Outside Normal Hours

An Employee required to work outside their normal hours or pattern of work is to be reimbursed any additional commercial child care costs incurred by the employee in undertaking this work.

4. OVERTIME – PART-TIME EMPLOYEES

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

The overtime rate for part-time employees is to be calculated by adding the overtime penalty prescribed in Part VII – Hours of Work and Overtime for Day Work, Clause 3 - Overtime - Other Than Shiftworkers, to the employee's normal hourly rate.

5. TIME OFF IN LIEU OF PAYMENT FOR OVERTIME

(a) An employee may elect, with the consent of the employer, to take time off in lieu (TOIL) of payment for overtime at a time or times agreed with the employer.

(b) Unless otherwise agreed, TOIL taken as time off during ordinary hours is to be taken at the ordinary time rate.

(c) TOIL not taken within 28 days is to be paid at the rate(s) the TOIL was accrued as overtime, as specified in subclause (a) of Clause 3 (Overtime – Other Than Shift Workers) of this Part, unless another time to take accrued TOIL is agreed between the employee and relevant manager and is satisfactorily documented.

6. AVAILABILITY AND RECALL

(a) For the purposes of this clause:

(i) Time reasonably spent in travelling to and from work is to be regarded as time worked.

(ii) An employee is required to maintain a record in the form of a time-sheet for all time worked.

(iii) Eligibility for payment according to this clause is for duties assigned a classification of up to and including the maximum salary of Band 8.

(iv) For an employee classified at Bands 7 and 8 to be on-call the employer is to be satisfied that the specialist skills at these levels are required for the work that is to be undertaken.

(v) An employee who returns to work for short periods to perform specific duties such as checking equipment or machinery, undertaking security or care-taking duties or similar, as part of their normal duties, is excluded from the provisions of this clause.

(b) Availability

(i) The employer may require an employee, by way of a roster or direction, to be available to resume duty and the employee is required to remain:

(1) Fit for duty; and

(2) Readily contactable while so rostered or directed; and

(3) Able to resume duty.

(ii) An employee required to be available is to be paid $3.38 per hour for each hour the employee is required to be available, with a minimum payment for eight hours.

(iii) An employee required to return to the workplace to resume duty is to be remunerated in accordance with the Recall provisions of this clause.

(iv) An employee required to undertake duties without returning to the workplace is to be paid at the appropriate overtime rate for a minimum period of one hour.

(1) Payment is to be calculated on the cumulative hours worked and be rounded up to the nearest hour with a minimum period of one hour.

(2) Any further requirements to undertake duties without returning to work that occurs within one hour of the commencement of the first requirement in accordance with sub-clause (b)(iv) of this clause, for which a minimum payment is to be made, does not attract any additional payment until the time actually worked exceeds one hour.

(3) For the purposes of this calculation each day of availability stands alone.

(c) Recall

(i) An employee recalled to work overtime without receiving prior notice and which is not continuous with normal rostered duty is to be paid as follows:

(1) For the first recall, a minimum payment of four hours at the appropriate overtime rate.

(2) If a second recall occurs within 30 minutes of the employee finishing the initial recall, the recall is considered to be part of the first recall. If a second recall occurs after 30 minutes of the employee finishing the initial recall, a minimum payment of two hours at the appropriate overtime rate.

(3) Any further recalls are to be paid at appropriate overtime rates as prescribed by Clause 3 (Overtime – Other Than Shift Work) of Part VII – Hours of Work and Overtime for Day Work of this award for all actual time worked.

(ii) For the purposes of determining the first recall period each continuous availability period stands alone and where a continuous availability period exceeds 24 hours each 24 hour availability period is to stand alone.

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

PART VIII – PROVISIONS FOR SHIFT WORK

1. SHIFT WORK

(a) Afternoon Shift and Night Shift Allowances

Subject to existing customs and practices:

(i) Shiftworkers, whilst on afternoon shift and night shift are to be paid 15 per cent more than the ordinary rate for such shifts.

(ii) A shiftworker who works on any afternoon shift or night shift which does not continue for at least five successive afternoons or nights is to be paid for each shift 50 per cent more than their ordinary rate.

(b) Broken Shifts

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

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

(c) Daylight Saving

In accordance with the *Daylight Saving Act* 2007:

(i) An employee is not to be penalised for time not worked because of the commencement of Daylight Saving;

(ii) An employee who works the extra time at the end of Daylight Saving is not to be paid for such time worked.

(d) 48 Hours Notice of Transfer in Emergenc**ies**

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

(e) Hours

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

(1) eight in any one day; nor

(2) 48 in any one week; nor

(3) 88 in any 14 consecutive days; nor

(4) 152 in the 28 day accounting period.

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

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

(1) a shift is to consist of not more than eight hours, inclusive of a meal break;

(2) except at the regular change-over of shifts an employee is not to be required to work more than one shift in each 24 hours;

(3) 25 minutes is to be allowed to shift workers each shift for a meal break which is to be counted as time worked.

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

(f) Overtime

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

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

(g) Rosters

There is to be a roster for shifts which is to:

(i) provide for rotation unless all the employees concerned desire otherwise;

(ii) provide for not more than eight shifts to be worked in any nine consecutive days;

(iii) not be changed until after four weeks' notice.

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

(iv) provide for a minimum of two consecutive days off duty except where by mutual agreement between the employer, the employee(s) concerned, and the appropriate union alternative arrangements are made;

(v) clearly stipulate a 28 day accounting period which is to include a nominated day off in addition to eight rostered days off. Such day off will not be nominated where an employee is required to work 160 hours in the accounting period in accordance with the proviso to subclause (e) - Hours, paragraph (i) of this clause.

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

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

(h) Work on a Saturday and Sunday

(i) This clause applies to a rostered shift where the major portion falls on a Saturday or Sunday.

(ii) An employee who is ordinarily rostered to work on a Saturday is to be paid at the rate of time and one half of the employee's normal salary rate.

(iii) An employee who is ordinarily rostered to work on a Sunday is to be paid at the rate of double the employee's normal salary rate.

(i) Work on a Holiday with Pay

(i) This clause applies to a rostered shift, the major portion of which falls on a Holiday with Pay, as prescribed in Part IX – Leave and Holidays with Pay, Clause 1. Holidays with Pay.

(ii) An employee who is rostered, or required, to work on a Holiday with Pay is to be paid at the employee's normal salary rate for that shift, and accrue a day of Public Holiday leave, equivalent to the hours worked on that day, to be taken at a later date, but for which recreation leave loading is not paid.

(iii) An employee who is rostered to not work on a Holiday with Pay, according to the employee's normal roster and work arrangements, is to accrue a day of Public Holiday leave, of 7.6 hours (pro-rata for part-time employees), to be taken at a later date, but for which recreation leave loading is not paid.

(iv) When a Holiday with Pay falls on a Saturday or Sunday and the employee is rostered, or required, to work on that day the employee is to be paid at the rate of double the employee's normal salary rate and does not accrue a Public Holiday leave day.

(v) An employee who is rostered, or required, to work on a Holiday with Pay and is absent due to personal leave is to be paid the employee's normal salary rate for the hours the employee would normally have been at work and does not accrue a Public Holiday leave day.

(vi) The provisions of this clause do not allow an employee to vary the compensation payable for Holidays with Pay from that prescribed by this clause, unless the variation is specified in a Workplace Flexibility Arrangement according to Part VI, clause 3 of this Award

2. SHIFTWORK - PART-TIME EMPLOYEES

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

Part-time shiftworkers are entitled to the provisions of Part VIII – Provisions for Shift Work, Clause 1 - Shift Work with the following exceptions:

(a) Hours - the maximum hours in any one fortnight is to be 80.

(b) The maximum hours in any one day are to be eight, (except where such hours are worked in accordance with the provisions of Part VIII - Provisions for Shift Work, Clause 1 - Shift Work, paragraph (a)(i), any time worked outside of these hours is to be paid at the rate of double time.

(c) Rosters - the provisions of Part VIII - Provisions for Shift Work, Clause 1 - Shift Work in this respect apply but work by choice or mutual agreement by the employee, employer or appropriate union outside rostered shifts is not subject to penalty (other than shift, Saturday, Sunday and holiday with pay penalties).
PROVIDED that any time worked in excess of eight hours per day is to be paid at the rate of double time.

Where an employee is instructed to work shifts other than in accordance with Part VIII - Provisions for Shift Work, Clause 1 - Shift Work the employee are entitled to the penalty payments prescribed by that clause.

(d) Meal breaks - the paid meal break prescribed by Part VIII - Provisions for Shift Work, Clause 1 - Shift Work are to be given to all employees who work in excess of four hours.

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

PROVIDED FURTHER that in determining the amount of leave to be accumulated for the purposes of Part IX – Leave and Holidays With Pay, Clause 2 – Personal Leave, subclause (d) the entitlement is to be based on the average number of hours worked in 12 months (less the period of personal leave taken).

3. AVAILABILITY AND RECALL

Clause 6 (Availability and Recall) of Part VII - Hours of Work and Overtime for Day Work also applies to employees performing shift work.

PART IX – LEAVE AND HOLIDAYS WITH PAY

1. HOLIDAYS WITH PAY

'Cup Day' means not more than one full day or less than one-half day holiday which is to be observed on the days specified in accordance with the proclamation of the local 'Cup Day' holidays in accordance with the provisions of the *Statutory Holidays Act 2000* having regard to the municipalities declared therein and the period of observance of the holiday within such declared municipalities.

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

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

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

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

(b) Payment for the holidays mentioned in subclause (a) of this clause which are taken and not worked, is at the normal rate of pay which would have applied to the employee concerned, when if it were not for such holiday, he or she would have had been at work.

(c) Where an employee who is entitled to holidays in accordance with subclause (a) of this clause is required to work on any of the holidays mentioned in that subclause, either for part or the whole of such day the employee is to, in the case of a shift worker be paid at the rate prescribed in Part VIII - Provisions for Shift Work, Clause 1 – Provisions for Shift Work, subclause (h) - Saturday, Sunday and Holiday with Pay shifts, and in the case of a day worker be paid at the overtime rate prescribed in Part VII – Hours of Work and Overtime for Day Work, Clause 3 - Overtime - Other than Shiftworkers.

(d) An employee required to work on any of the holidays mentioned in subclause (a) of this clause, where such holiday applies at their normal place of work but because their duties require the employee to work at a place where the holiday does not apply, is to have the time in lieu of such holiday added to the employee's annual recreation leave entitlement.

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

2. PARENTAL LEAVE

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

(a) Definitions

For the purposes of this clause:

(i) **'Child'** means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of 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 the spouse or a child who has previously lived continuously with the employee for a period of six months.

(ii) For the purposes of this clause, **'continuous service'** is work for an employer on a regular and systematic basis including any period of authorised leave or absence.

(iii) **'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 pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

(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 medial 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) **'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.

(viii) **'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.

(ix) **'Parental Leave'** means adoption leave, maternity leave, special maternity leave and partner leave, as appropriate.

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

(xi) **'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.

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

(xiii) **'State Service'** means an organisation listed in Schedule 1 of the *State*

Service Act 2000.

(b) Entitlement

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

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

(1) for maternity and partner leave an unbroken period of up to eight weeks at the time of the birth of the child which includes one day of paid leave for the partner to attend the birth of the child;

(2) for adoption leave an unbroken period of up to eight weeks at the time of placement of the child.

(iii) Right to request

(1) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:

(A) to extend the period of simultaneous unpaid parental leave provided for in this clause up to a maximum of eight weeks; and/or

(B) to extend the period of unpaid parental leave provided for in this clause by a further continuous period of leave not exceeding 12 months;

to assist the employee in reconciling work and parental responsibilities.

(2) The employer is to consider a request, according to this clause and having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(iv) An employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.

(v) An employee employed for a fixed term contract has the same entitlement to parental leave, however the period of leave granted is not to extend beyond

the term of that contract.

(c) Maternity Leave

After twelve months continuous service an employee is entitled to 14 weeks paid maternity leave which forms part of the 52 week entitlement provided in subclause (b)(i).

(i) The 14 weeks paid leave is to be taken at the commencement of the period of maternity leave and must be taken in a consecutive period.

(ii) The rate of pay for an employee during the period of the paid absence is the normal rate of pay, as defined in Clause 2 (a) (viii) of this Part~~,~~

(iii) The employee may elect to take payment for the paid period of the absence,

- prior to the commencement of the leave or;
- over 14 consecutive weeks at a consistent rate of pay or;
- over 28 consecutive weeks at a consistent rate of pay

(iv) Where an employee elects to take half pay over 28 weeks the payment beyond the 14 weeks does not increase the accrual of paid leave entitlements prescribed by this award.

(v) An employee is to provide written notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

(1) at least ten weeks' notice of the expected date of birth in a certificate from a registered medical practitioner stating that the employee is pregnant;

(2) at least four weeks' notice of the date on which the employee proposes to commence maternity leave and the period of leave to be taken.

(3) particulars of any period of Partner leave sought or taken by her spouse.

(vi) An employee is not in breach of this clause if failure to give the required notice is due to the date of birth occurring earlier than the presumed date.

(vii) Subject to subclause (c)(i) and unless agreed otherwise between the employer and employee, an employee may commence maternity leave at any time within six weeks immediately prior to the expected date of birth.

(viii) An employee who continues to work within the six week period immediately prior to the expected date of birth, or an employee who elects to return to work within six weeks after the birth of the child is required to provide a medical certificate to the employer stating that she is fit to work on her normal duties.

(d) Special Maternity Leave

(i) An employee who has not yet commenced maternity leave and who suffers an illness related to her pregnancy or is required to undergo a pregnancy related medical procedure is to be granted any paid personal leave to which she is entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work.

(ii) Where a pregnancy related illness or medical procedure is continuous with the commencement of maternity leave the aggregate of paid personal leave, special maternity leave and parental leave, including parental leave taken by a spouse, is not to exceed 52 weeks.

(iii) Where the pregnancy of an employee terminates other than by the birth of a living child, not earlier than 28 weeks before the expected date of birth the employee is entitled to up to 52 weeks parental leave, including 14 weeks paid maternity leave, certified as necessary by a registered medical practitioner.

(e) Partner Leave

After twelve months continuous service an employee is entitled to 5 days paid partner leave which forms part of the 52 week entitlement provided in subclause (b)(i) to be taken at the time of the birth.

In addition, an employee will also be entitled to access a further 2 weeks leave from accrued leave entitlements (Recreation Leave, or Long Service Leave, or Public Holiday Leave) or as Leave Without Pay.

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

(i) A certificate from a registered medical practitioner which names the other parent, states that she is pregnant and the expected date of birth, or states the date on which the birth took place; and

(ii) An employee is to provide written notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

(1) the proposed dates to start and finish the period of partner leave; and

(2) that the period of partner leave will be taken to become the primary care-giver of a child; and

(3) particulars of any period of parental leave sought or taken by the other parent.

An employee is not in breach of subclause (e) if the failure to give the

required period of notice is due to the birth occurring earlier than expected, or due to the death of the mother of the child, or other compelling circumstances.

(f) Adoption Leave

(i) After twelve months continuous service an employee identified as the primary care giver is entitled to 14 weeks paid adoption leave, which forms part of the 52 week entitlement.

(ii) After twelve months continuous service an employee who is a partner but not identified as the primary care giver is entitled to 5 days paid partner leave continuous from the day of placement.

(iii) An employee is to notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice where, through circumstances beyond the control of the employee, the adoption of a child takes place earlier than expected.

(iv) Before commencing adoption leave, an employee is to provide the employer with a statutory declaration stating:

(1) the employee is seeking adoption leave to become the primary care-giver of the child; and

(2) particulars of any period of adoption leave sought or taken by the employee's spouse.

(v) An employer may require an employee to provide confirmation of the placement from the appropriate government authority.

(vi) 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.

(vii) 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.

(viii) 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.

(ix) An employee is not entitled to paid Adoption Leave 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 or partner.

(g) Variation of Period of Parental Leave

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

(h) Parental Leave and Other Entitlements

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

(ii) Unpaid leave

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

(2) Any period of parental leave without pay in excess of 20 working days is regarded as leave without pay for accrual purposes, including for annual leave 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.

(i) Transfer to a Safe Job

(i) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee is to be transferred to a safe job, if the employer deems it practicable, until maternity leave commences.

(ii) 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 salary for the employee's ordinary hours of work for the period of the risk. The period of risk ends with the commencement of maternity leave or six weeks before the expected date of confinement, whichever is earlier.

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

(i) An employee is to notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

(ii) An employee is to notify of their intention to return to work on a part-time basis after a period of parental leave at least 8 weeks prior to the expiration of leave to enable the employer to satisfy the requirements of these provisions.

(iii) When an employee returns to work after a period of parental leave an employee is entitled to undertake the duties allocated to them immediately before proceeding on parental leave and which the employee would have continued to undertake but for taking parental leave:

(1) if the female employee was moved to safe duties because of the pregnancy – immediately before the move; or

(2) if the female employee began working part-time because of the pregnancy – immediately before the part-time work began; or

(3) otherwise – immediately before the employee commenced maternity leave, except duties for which the employee was in receipt of a higher or more responsible duties allowances, unless the employee resumes those duties upon returning to work.

(iv) If those duties no longer exist, the employer is to assign similar duties at the same classification, as appropriate, to the employee.

(k) Right to Request

(i) An employee entitled to parental leave pursuant to the provisions of 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 (i) of this Parental Leave clause applied.

(l) Replacement Employees

(i) A replacement employee is an employee specifically engaged or promoted or transferred for a fixed-term as a result of another employee proceeding on parental leave.

(ii) Prior to engagement, a replacement employee is to be informed of the fixed-term nature of the employment and of the rights of the employee who is being replaced, including that the engagement may be subject to variation according to subclause (g) and the right to request provisions of subclause (b)(iii).

(iii) Nothing in this subclause is to be construed as requiring an employer to engage a replacement employee.

(m) Communication During Parental Leave

(i) Where an employee is on parental leave and a 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 (m)(i) above.

3. PERSONAL LEAVE

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

(a) Definitions

(i) '**Health Practitioner**' means a registered health practitioner registered or

licensed as a health practitioner under an appropriate law of Australia.

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

(iii) **'Immediate family'** in respect of an employee includes:

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

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

(A) have a relationship as a couple; and

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

(2) child or an adult child (including an adopted child, a step child or an exnuptial child), parent (including foster parent step parent or legal guardian), grandparent, grandchild, sibling or step sibling, of the employee or employee's spouse.

(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 provide care or support for to 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;

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

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

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

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

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

(c) Accumulation of personal leave

If the full period of personal leave as prescribed in subclause (b) (iii) of this clause is not taken in any personal leave year, the proportion that is not taken is cumulative from year to year without limitation.

(d) The effect of workers compensation

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

(e) Personal Leave for Personal Injury or Sickness

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

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

(i) An employee is entitled to use up to 76 hours personal leave, including accrued personal leave, each year to provide care or support for a member of their immediate family or household who is ill or injured or to provide care or support to a member of their immediate family or household due to an unexpected emergency, subject to the conditions set out in this clause.

(ii) By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in subclause (f)(i), beyond the limit set out in subclause (f)(i). In such circumstances, the employer and the employee will agree upon the additional amount that may be accessed.

(g) Sole Person Accessing Leave

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

(h) 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 their 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 provide the employer with:

(1) notice prior to the absence of the intention to take leave; and

(2) the name of the person requiring care and their relationship to the employee; and

(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 is to notify the employer at the earliest opportunity on any day leave is required and provide an estimation of the length of leave required.

(i) Evidence Supporting Claim

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.

(i) 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;

(ii) 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.

(iii) An employee may take in aggregate up to 38 hours 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.

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

(j) Calculation of Personal Leave Year

(i) A personal leave year for the purposes of this clause means 12 months of continuous paid employment from the commencement of employment including periods of paid leave.

(ii) For any period of leave without pay, including personal leave without pay, taken by an employee of more than 20 working days in aggregate in any personal leave year the whole of that period is not to count as service for the purpose of calculating the personal leave accrual date.

(k) Verification of Illness

(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 (i)(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 XII (3) – Grievance and Dispute Settling Procedure.

(l) Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, the employee is entitled to take unpaid personal leave to provide care or support for a member of the employee's immediate family or household who is ill or injured or to provide care and 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 (h) and (i) are met.

(m) Casual Employees

Subject to the evidentiary and notice requirements in subclauses (h) and (i) casual employees are entitled to not be available to attend work, or to leave work if they need to provide care or support to a member of the employee's immediate family

or a member of the employee's household who is sick and requires care or support because of a personal illness or injury affecting the member, or who requires care due to an unexpected emergency.

(n) Personal Leave for Part-Time Employees

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

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

20 hours to less than 30 hours per week 114 hours pa

30 hours and above 152 hours pa

4. COMPASSIONATE AND BEREAVEMENT LEAVE

(a) Purpose

Compassionate and bereavement leave is an entitlement to paid leave when a particular member of an employee's immediate family or household has a life threatening illness or injury and/or dies.

'Compassionate Leave' is 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.

'Bereavement Leave' is available for an employee when a member of the employee's immediate family or household dies, to allow the employee to grieve and to attend to funeral and other arrangements due to the death.

(b) Definitions

(i) **'Household**' means any person or persons who usually reside with the employee.

(ii) **'Immediate family'** 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, 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 significant relationships outside of those specified in (iii) and (iv) of this sub-clause and therefore would consider an application for compassionate and/or bereavement leave in those circumstances. The amount of any compassionate and/or bereavement leave under this sub-clause is at the discretion of the employer.

(iii) 'Personal Leave Year' is as specified in Part IX Clause 3(j) of this Award.

(c) Entitlement

(i) In the event of a life threatening illness, injury, or death of a particular member of the employee's immediate family or household, an employee is entitled to compassionate and bereavement leave of up to ten (10) days paid leave per personal leave year, per member of the employee's immediate family or household.

(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 person 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 (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 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 are set out in subclause (h).

(d) Relationship to Other Paid Leave

Compassionate and bereavement leave is not available while an employee is absent from work due to any other form of paid leave.

(e) Rostered Days Off

This clause does not apply when an employee is absent from work due to a rostered day off.

(f) Evidence Requirements

An employee is to provide evidence that would satisfy a reasonable person to support an application for compassionate and/or bereavement leave according to this clause.

(g) Unpaid Compassionate or 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 the employee are to agree on the period for which the employee is to be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to five days per annum in the event of a life threatening illness or injury to a member of the employee's immediate family or household and/or upon the death of that particular member.

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

5. RECREATION LEAVE

(a) Period of Leave

(i) Employees other than those who receive a 20 per cent loading in lieu of annual recreation leave, personal leave and holidays with pay are to be allowed annually and after 12 month of continuous service, 152 hours leave in the case of employees working 38 hours per week.

(ii) Shiftworkers

(1) In addition to the leave prescribed in paragraph (a)(i) of this clause shiftworkers are to be allowed 38 hours leave to be taken in seven consecutive days including non-working days. Where an employee with 12 months' continuous service is engaged for part of the 12 monthly period as a shiftworker, that employee is entitled to have the period of annual recreation leave prescribed in paragraph (a)(i) of this clause increased by 3.16 hours for each month the employee is continuously engaged.

(2) To qualify as a shift worker for the purposes of annual recreation leave, an employee is to be rostered to perform work on not less than 10 Saturdays and 10 Sundays during any one leave year.

(iii) Part-time Employees

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

The leave entitlement is to be calculated as follows:

part-time hours ÷ full-time hours × full-time leave entitlement

'Part-time hours' means the hours worked by the employee in the relevant leave year (including any periods of paid leave).

'**Full-time hours**' means 1976 hours in the relevant leave year.

'**Full-time leave entitlement'** means 152 hours (for day workers).

(iv) 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.

(b) Recreation Leave Exclusive of Holidays With Pay

(i) Recreation leave, as prescribed by this clause, is exclusive of any of the Holidays with Pay prescribed by Clause 1 HOLIDAYS WITH PAY of this Part.

(ii) A Holiday with Pay that falls while an employee is on recreation leave, and is on a day the employee would normally work, is to be paid the normal time the employee would have been paid and that day is not deducted from recreation leave.

(iii) A Holiday with Pay that falls while a shiftwork employee is on recreation leave, and is on a day that is part of the employee's normal work roster, including rostered days off, is to be paid the normal time the employee would have been paid and that day is not deducted from recreation leave.

(c) Broken Leave

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

(d) Time of Taking Leave

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

(e) Payment in Lieu Prohibited

Except as provided in subclause (g) and subclause (l) of this clause payment is not to be made or accepted in lieu of annual recreation leave.

(f) Payment for Period of Leave

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

An employee before going on leave may elect to be paid the amount of wages that employee would have received in respect of the ordinary time which the employee would have worked had that employee not been on leave during the relevant period. Payment calculated in accordance with the provisions of this clause should be made for the full weeks of leave at the time, unless otherwise specified by the employee.

PROVIDED that a shiftworker who is normally rostered to work 160 hours in an accounting period, in accordance with the proviso to Part VIII – Provisions for Shift Work, Clause 1 - Shift Work, subclause (e) - Hours, paragraph (i) of this award, is to be paid the amount of wages they would have received in respect of the ordinary time they would have worked had they been rostered to work the standard 152 hours had they not been on leave during the relevant period and no deduction is to be made for board and lodging and no day in lieu is to accrue.

(g) Proportionate Leave on Ending Service

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

(i) Day Worker - 8.33 per cent of annual recreation leave entitlement for that category of employee for each completed month of continuous service.

(ii) Shift Worker who is entitled to five weeks leave in a full year - 8.33 per cent of annual recreation leave entitlement for that category of employee for each completed month of continuous service in addition such entitlements established under the provisions of subclause (b) - Annual recreation leave Exclusive of Holidays with Pay of this clause.

(iii) Part-time Employees not attracting a 20 per cent loading:

(1) Shift Worker – 8.33 percent of normal hours worked in each completed month of continuous service in addition to such entitlements established under the provisions of subclause (b) - Annual Recreation leave Exclusive of Holidays with Pay of this clause.

(2) Day Worker – 8.33 percent of annual recreation leave entitlement for that category of employee for each completed month of continuous service.

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

(h) Calculation of Continuous Service

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

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

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

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

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

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

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

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

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

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

PROVIDED that an employee may elect to take the balance of unused leave

and recredited days at a later date.

(j) 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 (j)(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 (j)(i) of this clause is to be accompanied with a certificate from a registered health practitioner.

(k) Recreation Leave - Part-Time Shiftworkers

A part-time employee engaged as a shift worker is entitled to the conditions prescribed by this award, except where such conditions are in conflict with those set out below, in which case this clause will apply.

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

(ii) A part-time shiftworker is to have their period of annual recreation leave extended by the addition of one day for each holiday with pay as prescribed in Part IX – Leave and Holidays with Pay, whether or not such holiday is observed on a day which for that employee would have been a rostered day off.

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

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

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

(l) Loading in Lieu of Paid Leave

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

(i) Part-time employees working less than 20 hours per week are to receive payment for annual leave, personal leave and holidays with pay.

PROVIDED that part-time employees employed before 17 January 2005 working less than 20 hours per week who are receiving payments in lieu of leave may elect to receive a 20 percent loading in lieu of annual recreation leave, personal leave and holidays with pay. An employee who makes such an election cannot revert to the loaded rate.

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

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

A casual employee is to receive a 20 per cent loading at the appropriate rate to compensate for annual leave, personal leave and holidays with pay as prescribed in lieu of paid leave entitlements and Holidays with Pay as prescribed by Part IX – Leave and Holidays with Pay of this award.

6. RECREATION LEAVE LOADING

During a period of annual recreation leave an employee is to be paid a loading by way of additional salary, calculated at the rate of salary prescribed for the relevant classification in Part II – Salaries and Related Matters, Clause 3 - Salaries of this award, as follows:

(a) Day Worker

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

(b) Shiftworker

An employee who, but for the period of annual recreation leave, would have worked shiftwork, is to receive a loading calculated at the rate of 17.5 per cent of the employee's normal salary including any higher and more responsible duties allowance.

PROVIDED that an employee who would have received shift payments as prescribed by Part VIII – Provisions for Shift Work, Clause 1 - Shift Work of this award had the employee not been on annual recreation leave during the relevant period, and where such shift payments would have entitled to the employee a greater monetary amount than a loading of 17.5 per cent of the employee's normal salary, the employees annual recreation leave loading is to be calculated as an amount equivalent to the shift payment the employee would have received in accordance with their projected shift roster.

PROVIDED FURTHER that such loading is to:

(i) be calculated on the basis of a maximum period in any one leave year as follows:

(1) in the case of a shiftworker a period of five weeks annual recreation leave; and

(2) in all other cases a period of four weeks annual recreation leave.

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

(ii) in no case where the loading is calculated on the basis of 17.5 per cent of normal salary, is it to exceed the loading which would be payable in respect of the classification of B5-R1-1 in the General Stream of this award, on and from the employees anniversary date, in respect of all annual recreation leave accrued during the previous 12 months;

(iii) not apply to proportionate annual recreation leave accrued by an employee in the leave year of the year of termination of service where such employee voluntarily resigns or whose services are terminated for disciplinary or other good reason;

(iv) be calculated in the case of:

(1) a non-shiftworker, at the salary rate applicable to the employee concerned, on the day of annual recreation leave accrual in the year in which the annual recreation leave is credited; and

(2) a shiftworker, where the loading is calculated as to projected shift roster, at the salary rate applicable to the employee concerned as at the date of commencement of annual recreation leave; or

(3) a shiftworker, where the loading is calculated at 17.5 per cent of the employee's normal salary, at the salary rate applicable to the employee concerned on the day of annual recreation leave accrual in the year in which the annual recreation leave is credited.

(v) not be cumulative. Any balance of such loading due to an employee at the expiration of a period of one year following the date upon which the annual recreation leave was credited is to be paid to such employee as soon as is practicable after the date of the expiration of such period.

7. 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:

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

(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 depend upon the employment arrangements for that employee.

An Agency's superannuation responsibilities and financial obligations for participating employees depend 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 199*4.

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.

8. JURY SERVICE

(a) An employee required for jury service is to be granted the necessary leave of absence on full pay, and is not permitted to claim jury fees but only those out of pocket expenses (e.g.: parking fees) as determined by the Crown.

(b) An employee is to advise the employer as soon as the notification is received for the requirement to undertake jury service.

(c) An employee required for jury service who is on recreation leave is to be credited with the time occupied with the jury service. The employee is to be permitted to take any 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.

9. 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 2.92 hours for each fortnight worked for employees who work 76 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.

10. 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 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.

11. FAMILY VIOLENCE LEAVE

(a) Purpose of Family Violence Leave

Family violence leave is available to an employee who is experiencing family violence:

- Attending medical/counselling/legal/financial appointments;
- Organising safe housing, child care, education or care 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'** 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) (i) and (ii) 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) Amount of Family Violence Leave

(i) Family violence leave is paid leave of up to 10 days per personal leave year (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.

(d) Payment of Family Violence Leave

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

(e) 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.

(f) 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 carer's leave according to the provisions of Part VIII, Clause 3 (i), Personal Leave.

(g) 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.

(h) 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.

(i) 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.

(i) 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.

(j) Casual Employees

(i) Subject to the specifications of this clause, 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 ten 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.

PART X – 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 AND EQUIPMENT

(a) An employee required to wear protective clothing, including wet weather gear, in undertaking duties is to be supplied with protective clothing at the employer's cost.

(b) An employee supplied with protective clothing or wet weather equipment is to return it prior to ceasing employment if required to do so.

(c) All tools and equipment that are ordinarily required for the necessary performance of an employee's duties are to be supplied by the employer. This would include supplies such as rubber gloves and disinfectant.

(a) Where, in the performance of an employee's duties, an employee's clothing, spectacles, hearing aids or relevant tools to the work performed are damaged or destroyed, compensation is to be made by the employer to the extent of the loss sustained.

(b) 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. LIFTING OF PATIENTS

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

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

assistance of two other persons.

The expression 'lift' includes the following:

(a) Raising a patient in bed;

(b) Raising or moving a patient who has fallen;

(c) Removing a patient from a bed to a chair, wheelchair, commode, trolley, bath or other conveyance or receptacle;

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

PART XI – 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 Ac*t 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.

(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 coordinating 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 XII – 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 outsources 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.

2. NO DISADVANTAGE

It is a term of this Award that no employee is to be disadvantaged by the implementation of the new classification structure and any associated review process including salary levels that employees were expected to progress to under the previous employment arrangements. This guarantee will be subject to normal satisfactory performance as required in the previous arrangements to access salary progression points.

3. GRIEVANCE AND DISPUTE SETTLING PROCEDURE

(a) When a possible dispute or grievance arises the employee(s) should in the first instance discuss the issue(s) with their immediate supervisor.

(b) The employee(s) may choose to be represented or assisted with the issue(s) by a workplace union delegate or by another person.

(c) Should discussions fail to resolve the grievance/dispute, the issue(s) may be referred to the appropriate union (if applicable) and to management representatives.

(d) If the issue(s) remains unresolved, either party may refer the dispute /grievance to the Tasmanian Industrial Commission for conciliation /arbitration and settlement.

(e) Whilst a dispute /grievance is being dealt with through this process the status quo will remain and work will continue without disruption.

(f) However where a safety issue is involved immediate priority will be given to the resolution of it having regard to recognised safety standards and relevant legislation. This may involve the cessation of work where an employee's safety is at risk.

(g) Further the operation of this clause does not remove or lesson the right of an employee to seek redress through the provisions of the *State Service Act* 2000 of any other applicable legislation.

D Barclay
PRESIDENT

29 June 2018

APPENDIX 1 – TRANSLATION ARRANGEMENTS

1. TRANSLATION OF CLASSIFICATIONS FROM THE COMMUNITY AND HEALTH SERVICES (PUBLIC SECTOR) AWARD

(a) General Information about Translation from the Previous Four Streams under the Community and Health Services (Public Sector) Award.

(i) In this clause, '**translation**' refers the process of moving from the previous classification structure under the Administrative and Clerical, Operational and the Technical streams, to the new classification structure under this award.

(ii) Initial movement to new streams is on a point-to-point basis effective from 30 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 8 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 30 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 30 November 2008;

(4) Whether or not the employee's salary was at the highest increment level at 30 November 2008, for 12 months or more;

(5) The employee's anniversary date;

(6) Advancement assessment and progression processes; and

(7) Other relevant factors.

(b) Translation from the Administrative and Clerical Stream

(i) The table at Appendix 2 shows current salaries, translation, progression and advancement, salary increases and structural adjustments for previous Administrative and Clerical classifications to the new General Stream of this award.

(ii) The table at Appendix 4 isolates the translation arrangements for Administrative and Clerical classifications to the new General Stream of this award, subject to (a)(vi) of this Appendix.

(iii) Translation of employees previously engaged under the Community and Health Services (Public Sector) Award will be subject to the no disadvantage provisions of Clause 2 of Part XII – Consultation and Change: Grievance and Dispute Resolution.

(c) Translation from the Technical Stream

(i) The table at Appendix 2 shows current salaries, translation, progression and advancement, salary increases and structural adjustments for previous Technical classifications to the new General Stream of this award.

(ii) The tables at Appendix 7 isolates the translation arrangements for Technical classifications to the new General Stream of this award, subject to (a)(vi) of this Appendix.

(iii) The following table highlights the special translation arrangements for technical classifications under the Community and Health Services (Public Sector) Award, to the band levels under the General Stream of this award:

Classification Level	Salary 1/12/07	Point-to-Point	Salary 30/11/08 (ffpp)	Salary 8/03/09 (ffpp)
Technical 2 Year 1	$38,464 (B2-R1-A)	$38,464 (B2-R1-A)	$40,815 (B2-R1-1)	$46,801 (B3-R1-1)
Technical 2 Year 2	$40,041 (B2-R1-2)	$40,041 (B2-R1-2)	$41,643 (B2-R1-2)	$46,801 (B3-R1-1)
Technical 2 Year 3	$41,681 (B2-R-1-4)	$41,681 (B2-R-1-4)	$43,348 (B2-R1-4)	$46,801 (B3-R1-1)
Technical 2 Year 4	$43,431 (B3-R1-A)	$43,431 (B3-R1-A)	$46,109 (B3-R1-1)	$46,801 (B3-R1-1)
Technical 2 Year 5	$45,244 (B3-R1-2)	$45,244 (B3-R1-2)	$47,054 (B3-R1-2)	$47,760 (B3-R1-2)
Technical 4 Year 1	$52,481 (B4-R2-A)	$52,481 (B4-R2-A)	$54,580 (B4-R2-A)	$63,041 (B5-R1-1)
Technical 4 Year 2	$54,291 (B4-R2-2)	$54,291 (B4-R2-2)	$56,463 (B4-R2-2)	$63,041 (B5-R1-1)
Technical 4 Year 3	$56,101 (B5-R1-A)	$56,101 (B5-R1-A)	$60,227 (B5-R1-B)	$63,041 (B5-R1-1)

(iv) Translation of employees previously engaged under the Community and Health Services (Public Sector) Award will be subject to the no disadvantage provisions of Clause 2 of Part XII.

(v) The table at paragraph (iii) of this subclause does not take into account Advancement Assessment and Progression.

(d) Translation from the Operational Stream

(i) The table at Appendix 2 shows current salaries, translation, progression and advancement, salary increases and structural adjustments for previous Operational classifications to the new General Stream of this award (except for Health Services Officers).

(ii) The table at Appendix 5 isolates the translation arrangements for Operational classifications to the new General Stream of this award, subject to (a)(vi) of this Appendix.

(iii) Translation of employees previously engaged under the Community and Health Services (Public Sector) Award will be subject to the no disadvantage provisions of clause 2 of Part XII - Consultation and Change: Grievance and Dispute Resolution.

(iv) The following table highlights the special translation arrangements for Operational classifications under the Community and Health Services (Public Sector) Award to the General Stream under this award:

Classification Level	Salary 1/12/07	Point-to-Point	Salary 30/11/08 (ffpp)	Salary 8/03/09 (ffpp)
Operational 7 (Non-Supervisor)	$38,464 (B2-R1-A)	$38,464 (B2-R1-A)	$40,815 (B2-R1-1)	$42,267 (HSO Level 5-1)
Operational 7 (Supervisor)	$38,464 (B2-R1-A)	$38,464 (B2-R1-A)	$40,815 (B2-R1-1)	$46,801 (B3-R1-1)
Operational 7 (Trade)	$38,464 (B2-R1-A)	$38,464 (B2-R1-A)	$40,815 (B2-R1-1)	$46,801 (B3-R1-1)
Operational 8 (Trades & Equivalent)	$41,681 (B2-R1-4)	$41,681 (B2-R1-4)	$43,348 (B2-R1-4)	$46,801 (B3-R1-1)
Operational 9 (Special Class Trades & Equivalent)	$45,244 (B3-R1-2)	$45,244 (B3-R1-2)	$47,054 (B3-R1-2)	$51,579 (B4-R1-B)

(v) The above does not take into account Advancement Assessment and Progression.

(e) Translation for Health Services Officers

(i) The table at Appendix 3 shows current salaries, translation, progression and advancement, salary increases and structural adjustments for previous Health Services Officers to the new General Stream of this award.

(ii) The table at Appendix 6 isolates the translation arrangements for Health Services Officers to the new General Stream of this award, subject to (a)(vi) of this Appendix.

(iii) Translation of employees previously engaged under the Community and Health Services (Public Sector) Award will be subject to the no disadvantage provisions of Clause 2 of Part XII - Consultation and Change: Grievance and Dispute Resolution.

2. TRANSLATION AND TARGETED OCCUPATIONAL GROUPS (TOGS)

(a) Initial movement to new streams on a point-to-point basis effective from 30 November 2008.

(b) The parties commit to a complete review as per the list of targeted occupational groups (TOGs) prior to 30 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 8 March 2009.

(d) Direct translation arrangements do not apply to Band 9 and 10. 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 8 March 2009.

(f) Translation arrangements for specific groups as at the first full pay period commencing on or after 8 March 2009 are notified in a separate table for Technical 2 and 4 and Operational 7 and 8.

Present List of Targeted Occupational Groups for the Department of Health and Human Services:

- Residential Care Worker (Ashley)
- Dental Prosthetists
- Rostered Carers
- Day Centre Co-ordinators
- Diversional Therapy Assistant
- Theatre Support Officer (Launceston)

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 8 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 30 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 30 November 2008. Notification of the translation outcome is to be provided no later than 8 March 2009.

(iii) Where necessary Statements of Duties are to be reviewed and assessed by 8 March 2009.

(iv) Employees are to be notified if the timelines of 8 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 8 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/Manger 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 8 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 8 March 2009. Translation does not apply for duties assessed at the new Bands 9 and 10.

APPENDIX 2 – THE GENERAL STREAM FOR PREVIOUS ADMINISTRATIVE AND CLERICAL, TECHNICAL AND OPERATIONAL STREAMS (EXCLUDING HEALTH SERVICES OFFICERS)

	Band Structure	Classification level under the previous award			Salary 1/12/07	Point-to-Point	Annual & Structural Adjustment Increase 30/11/08 (ffpp)	Structural Adjustment Increase 8/03/09 (ffpp)	Annual Increase 29/11/09 (ffpp)	Annual Increase 28/11/10 (ffpp)	Structural Adjustment Increase 6/03/11 (ffpp)
		A&C	Technical	Operational							
BAND 1	B1-R1-A	A&C 1-1		See Appendix 3 – Health Services Officers for the Operational Stream within this this Band	$29,218	$29,218	~	~	~	~	~
	B1-R1-1	A&C 1-2			$30,488	$30,488	$31,708	$32,183	$33,310	$34,475	$35,165
	B1-R1-B				$31,249	$31,249	~	~	~	~	~
	B1-R1-2	A&C 1-3			$31,758	$31,758	$33,028	$33,524	$34,697	$35,911	$36,630
	B1-R1-C				$32,655	$32,655	~	~	~	~	~
	B1-R1-3	A&C 1-4			$33,027	$33,027	$34,348	$34,863	$36,084	$37,346	$38,093
	B1-R1-4				$33,194	$33,194	$34,522	$35,040	$36,266	$37,535	$38,286
					Advancement Assessment Point / Entry						
	B1-R2-A		Tech 1-1		$33,360	$33,360	~	~	~	~	~
	B1-R2-1	A&C 2-1	Tech 1-2		$34,295	$34,295	$35,667	$36,202	$37,469	$38,780	$39,556
	B1-R2-B		Tech 1-3		$34,929	$34,929	~	~	~	~	~
	B1-R2-2	A&C 2-2	Tech 1-4		$35,563	$35,563	$36,986	$37,540	$38,854	$40,214	$41,018
	B1-R2-3	A&C 2-3	Tech 1-5		$36,936	$36,936	$38,413	$38,990	$40,354	$41,767	$42,602
	B1-R2-4							$40,003	$41,403	$42,853	$43,710
	Promotion										
BAND 2	B2-R1-A	A&C 3-1	(Tech 2-1)*	Op 7*	$38,464	$38,464	~	~	~	~	~
	B2-R1-1	A&C 3-2			$39,245	$39,245	$40,815	$41,427	$42,877	$44,378	$45,265
	B2-R1-2	A&C 3-3	(Tech 2-2)*		$40,041	$40,041	$41,643	$42,267	$43,747	$45,278	$46,183
	B2-R1-3	A&C 3-4			$40,847	$40,847	$42,481	$43,118	$44,627	$46,189	$47,113
	B2-R1-4	A&C 3-5	(Tech 2-3)*	(Op 8)*	$41,681	$41,681	$43,348	$43,998	$45,538	$47,132	$48,075
	B2-R1-5							$45,142	$46,722	$48,358	$49,325
	Promotion										

	Band Structure	Classification level under the previous award			Salary 1/12/07	Point-to-Point	Annual & Structural Adjustment Increase 30/11/08 (ffpp)	Structural Adjustment Increase 8/03/09 (ffpp)	Annual Increase 29/11/09 (ffpp)	Annual Increase 28/11/10 (ffpp)	Structural Adjustment Increase 6/03/11 (ffpp)
		A&C	Technical	Operational							
BAND 3	B3-R1-A	A&C 4-1	(Tech 2-4)*		$43,431	$43,431	~	~	~	~	~
	B3-R1-1	A&C 4-2			$44,336	$44,336	$46,109	$46,801	$48,439	$50,134	$51,137
	B3-R1-2	A&C 4-3	(Tech 2-5)*	(Op 9)*	$45,244	$45,244	$47,054	$47,760	$49,431	$51,161	$52,184
	B3-R1-3	A&C 4-4			$46,146	$46,146	$47,992	$48,712	$50,417	$52,181	$53,225
	B3-R1-4	A&C 4-5			$47,038	$47,038	$48,920	$49,653	$51,391	$53,190	$54,254
	B3-R1-5							$50,944	$52,727	$54,573	$55,664
	Promotion										
BAND 4	B4-R1-A		Tech 3-1		$47,038	$47,038	~	~	~	~	~
	B4-R1-B	A&C 5-1	Tech 3-2	Op 10	$48,862	$48,862	$50,816	$51,579	$53,384	~	~
	B4-R1-1	A&C 5-2			$49,767	$49,767	$51,758	$52,534	$54,373	$56,276	$57,401
	B4-R1-2	A&C 5-3	Tech 3-3		$50,672	$50,672	$52,699	$53,489	$55,361	$57,299	$58,445
	B4-R1-3							$54,880	$56,801	$58,789	$59,965
	Advancement Assessment Point / Entry										
	B4-R2-A	A&C 6-1	(Tech 4-1)*		$52,481	$52,481	$54,580	$55,399	$57,338	~	~
	B4-R2-1	A&C 6-2			$53,387	$53,387	$55,522	$56,355	$58,328	$60,369	$61,577
	B4-R2-2	A&C 6-3	(Tech 4-2)*		$54,291	$54,291	$56,463	$57,310	$59,315	$61,391	$62,619
	B4-R2-3							$58,800	$60,858	$62,988	$64,247
	B4-R2-4							$60,746	$62,872	$65,073	$66,374
	Promotion										

	Band Structure	Classification level under the previous award			Salary 1/12/07	Point-to-Point	Annual & Structural Adjustment Increase 30/11/08 (ffpp)	Structural Adjustment Increase 8/03/09 (ffpp)	Annual Increase 29/11/09 (ffpp)	Annual Increase 28/11/10 (ffpp)	Structural Adjustment Increase 6/03/11 (ffpp)
		A&C	Technical	Operational							
BAND 5	B5-R1-A	A&C 7-1	(Tech 4-3)*		$56,101	$56,101	~	~	~	~	~
	B5-R1-B	A&C 7-2			$57,911	$57,911	$60,227	~	~	~	~
	B5-R1-1	A&C 7-3			$59,721	$59,721	$62,110	$63,041	$65,248	$67,532	$68,882
	B5-R1-2							$64,302	$66,553	$68,882	$70,260
	B5-R1-3							$65,916	$68,223	$70,611	$72,023
	Promotion										
BAND 6	B6-R1-A		Tech 5		$61,532	$61,532	~	~	~	~	~
	B6-R1-B	A&C 8-1			$63,340	$63,340	$65,874	$66,862	$69,202	$71,624	~
	B6-R1-1	A&C 8-2	Tech 6		$65,151	$65,151	$67,757	$68,773	$71,180	$73,672	$75,145
	B6-R1-2	A&C 8-3			$66,962	$66,962	$69,640	$70,685	$73,159	$75,720	$77,234
	B6-R1-3							$72,099	$74,622	$77,234	$78,779
	Advancement Assessment Point										
	B6-R2-1	A&C 9-1			$70,573	$70,573	$73,396	$74,497	$77,104	$79,803	$81,399
	B6-R2-2	A&C 9-2			$72,385	$72,385	$75,280	$76,410	$79,084	$81,852	$83,489
	B6-R2-3							$77,793	$80,516	$83,334	$85,000
	B6-R2-4							$79,193	$81,965	$84,834	$86,530
	Promotion										
BAND 7	B7-R1-A	A&C 10			$76,007	$76,007	$79,047	$80,233	$83,041	~	~
	B7-R1-1							$81,838	$84,702	$87,667	$89,420
	B7-R1-2	A&C 11			$79,629	$79,629	$82,814	$84,056	$86,998	$90,043	$91,844
	Advancement Assessment Point										
	B7-R2-1							$85,737	$88,738	$91,844	$93,681
	B7-R2-2								$90,513	$93,681	$95,555
	Promotion										

	Band Structure	Classification level under the previous award			Salary 1/12/07	Point-to-Point	Annual & Structural Adjustment Increase 30/11/08 (ffpp)	Structural Adjustment Increase 8/03/09 (ffpp)	Annual Increase 29/11/09 (ffpp)	Annual Increase 28/11/10 (ffpp)	Structural Adjustment Increase 6/03/11 (ffpp)
		A&C	Technical	Operational							
BAND 8	B8-R1-A				~	~	~	~	~	~	~
	B8-R1-B				~	~	~	~	~	~	~
	B8-R1-1	A&C 12			$85,057	$85,057	$88,459	$89,786	$92,929	$96,181	$98,105
	B8-R1-2							$91,582	$94,787	$98,105	$100,067
	Advancement Assessment Point										
	B8-R2-1							$93,414	$96,683	$100,067	$102,068
	B8-R2-2							$96,692	$100,076	$103,579	$105,650
	SEE GENERAL STREAM BANDS 9 & 10 FOR PROMOTION BEYOND THIS POINT										

* For Operational 7, 8 and 9 see special translation table in Appendix 1

APPENDIX 3 – THE GENERAL STREAM FOR HEALTH SERVICES OFFICERS

Band Structure	Classification level under the previous award	Salary 1/12/07	Point-to-Point	Annual & Structural Adjustment Increase 30/11/08 (ffpp)	Structural Adjustment Increase 8/03/09 (ffpp)	Annual Increase 29/11/09 (ffpp)	Annual Increase 28/11/10 (ffpp)	Structural Adjustment Increase 6/03/11 (ffpp)
HSO Level 1-1 (traineeship)	Op 1-1	$30,488	$30,488	$31,708	$32,183	$33,310	$34,475	$35,165
	Op 1-2	$31,249	$31,249					
HSO Level 1-2 (traineeship)	Op 2-1	$31,711	$31,711	$32,979	$33,474	$34,646	$35,858	$36,575
	Op 2-2	$32,190	$32,190					
HSO Level 1-3 (traineeship)	Op 2-3	$32,655	$32,655	$33,961	$34,471	$35,677	$36,926	$37,664
Advancement to level dependent on qualifications								
HSO Level 2-A	Op 3-1	$32,898	$32,898	$34,214	~	~	~	~
HSO Level 2-1	Op 3-2	$33,194	$33,194	$34,522	$35,040	$36,266	$37,535	$38,286
HSO Level 2-2	Op 3-3	$33,620	$33,620	$34,965	$35,489	$36,731	$38,017	$38,777
HSO Level 2-3					$35,956	$37,214	$38,517	$39,287
HSO Level 2-4						$37,915	$39,242	$40,027
Promotion								
HSO Level 3-A	Op 4-1	$34,059	$34,059	$35,421	~	~	~	~
HSO Level 3-B	Op 4-2	$34,381	$34,381	$35,756	$36,293	~	~	~
HSO Level 3-C	Op 4-3	$34,606	$34,606	$35,990	$36,530	$37,809	$39,132	~
HSO Level 3-1					$37,180	$38,481	$39,828	$40,625
HSO Level 3-2						$38,933	$40,296	$41,102
HSO Level 3-3							$40,785	$41,601

Band Structure	Classification level under the previous award	Salary 1/12/07	Point-to-Point	Annual & Structural Adjustment Increase 30/11/08 (ffpp)	Structural Adjustment Increase 8/03/09 (ffpp)	Annual Increase 29/11/09 (ffpp)	Annual Increase 28/11/10 (ffpp)	Structural Adjustment Increase 6/03/11 (ffpp)
Promotion								
HSO Level 4-A	Op 5-1	$34,812	$34,812	$36,204	$36,748	~	~	~
HSO Level 4-B	Op 5-2	$35,023	$35,023	$36,424	$36,970	$38,264	~	~
HSO Level 4-C	Op 5-3	$35,533	$35,533	$36,954	$37,509	$38,821	~	~
HSO Level 4-1	Op 6-1	$36,936	$36,936	$38,413	$38,990	$40,354	$41,767	$42,602
HSO Level 4-2	Op 6-2	$37,478	$37,478	$38,977	$39,562	$40,946	$42,380	$43,227
HSO Level 4-3					$40,884	$42,315	$43,796	$44,672
Promotion								
HSO Level 5-A					$41,427	$42,877	$44,378	~
HSO Level 5-1					$42,267	$43,746	$45,277	$46,183
HSO Level 5-2					$43,118	$44,627	$46,189	$47,113
HSO Level 5-3					$43,998	$45,538	$47,132	$48,074
HSO Level 5-4					$45,142	$46,722	$48,357	$49,324
SEE GENERAL STREAM FOR PROMOTION BEYOND THIS POINT								

APPENDIX 4 – TRANSLATION ARRANGEMENTS FOR PREVIOUS ADMINISTRATIVE AND CLERICAL CLASSIFICATIONS

	Band Structure	Classification Level at 30/11/08	Salary 1/12/07	Salary 30/11/08 (ffpp)	Salary 8/03/09 (ffpp)	Salary 29/11/09 (ffpp)	Salary 28/11/10 (ffpp)	Salary 6/03/11 (ffpp)
BAND 1	B1-R1-A	A&C 1-1	$29,218	~	~	~	~	~
	B1-R1-1	A&C 1-2	$30,488	$31,708	$32,183	$33,310	$34,475	$35,165
	B1-R1-2	A&C 1-3	$31,758	$33,028	$33,524	$34,697	$35,911	$36,630
	B1-R1-3	A&C 1-4	$33,027	$34,348	$34,863	$36,084	$37,346	$38,093
	B1-R1-4		$33,194	$34,522	$35,040	$36,266	$37,535	$38,286
	Advancement Assessment Point / Entry							
	B1-R2-1	A&C 2-1	$34,295	$35,667	$36,202	$37,469	$38,780	$39,556
	B1-R2-2	A&C 2-2	$35,563	$36,986	$37,540	$38,854	$40,214	$41,018
	B1-R2-3	A&C 2-3	$36,936	$38,413	$38,990	$40,354	$41,767	$42,602
	B1-R2-4				$40,003	$41,403	$42,853	$43,710
	Promotion							
BAND 2	B2-R1-A	A&C 3-1	$38,464	~	~	~	~	~
	B2-R1-1	A&C 3-2	$39,245	$40,815	$41,427	$42,877	$44,378	$45,265
	B2-R1-2	A&C 3-3	$40,041	$41,643	$42,267	$43,747	$45,278	$46,183
	B2-R1-3	A&C 3-4	$40,847	$42,481	$43,118	$44,627	$46,189	$47,113
	B2-R1-4	A&C 3-5	$41,681	$43,348	$43,998	$45,538	$47,132	$48,075
	B2-R1-5				$45,142	$46,722	$48,358	$49,325
	Promotion							

	Band Structure	Classification Level at 30/11/08	Salary 1/12/07	Salary 30/11/08 (ffpp)	Salary 8/03/09 (ffpp)	Salary 29/11/09 (ffpp)	Salary 28/11/10 (ffpp)	Salary 6/03/11 (ffpp)
BAND 3	B3-R1-A	A&C 4-1	$43,431	~	~	~	~	~
	B3-R1-1	A&C 4-2	$44,336	$46,109	$46,801	$48,439	$50,134	$51,137
	B3-R1-2	A&C 4-3	$45,244	$47,054	$47,760	$49,431	$51,161	$52,184
	B3-R1-3	A&C 4-4	$46,146	$47,992	$48,712	$50,417	$52,181	$53,225
	B3-R1-4	A&C 4-5	$47,038	$48,920	$49,653	$51,391	$53,190	$54,254
	B3-R1-5				$50,944	$52,727	$54,573	$55,664
	PROMOTION							
BAND 4	B4-R1-B	A&C 5-1	$48,862	$50,816	$51,579	$53,384	~	~
	B4-R1-1	A&C 5-2	$49,767	$51,758	$52,534	$54,373	$56,276	$57,401
	B4-R1-2	A&C 5-3	$50,672	$52,699	$53,489	$55,361	$57,299	$58,445
	B4-R1-3				$54,880	$56,801	$58,789	$59,965
	Advancement Assessment Point / Entry							
	B4-R2-A	A&C 6-1	$52,481	$54,580	$55,399	$57,338	~	~
	B4-R2-1	A&C 6-2	$53,387	$55,522	$56,355	$58,328	$60,369	$61,577
	B4-R2-2	A&C 6-3	$54,291	$56,463	$57,310	$59,315	$61,391	$62,619
	B4-R2-3				$58,800	$60,858	$62,988	$64,247
	B4-R2-4				$60,746	$62,872	$65,073	$66,374
	PROMOTION							
BAND 5	B5-R1-A	A&C 7-1	$56,101	~	~	~	~	~
	B5-R1-B	A&C 7-2	$57,911	$60,227	~	~	~	~
	B5-R1-1	A&C 7-3	$59,721	$62,110	$63,041	$65,248	$67,532	$68,882
	B5-R1-2				$64,302	$66,553	$68,882	$70,260
	B5-R1-3				$65,916	$68,223	$70,611	$72,023
	PROMOTION							

	Band Structure	Classification Level at 30/11/08	Salary 1/12/07	Salary 30/11/08 (ffpp)	Salary 8/03/09 (ffpp)	Salary 29/11/09 (ffpp)	Salary 28/11/10 (ffpp)	Salary 6/03/11 (ffpp)
BAND 6	B6-R1-B	A&C 8-1	$63,340	$65,874	$66,862	$69,202	$71,624	~
	B6-R1-1	A&C 8-2	$65,151	$67,757	$68,773	$71,180	$73,672	$75,145
	B6-R1-2	A&C 8-3	$66,962	$69,640	$70,685	$73,159	$75,720	$77,234
	B6-R1-3				$72,099	$74,622	$77,234	$78,779
	Advancement Assessment Point							
	B6-R2-1	A&C 9-1	$70,573	$73,396	$74,497	$77,104	$79,803	$81,399
	B6-R2-2	A&C 9-2	$72,385	$75,280	$76,410	$79,084	$81,852	$83,489
	B6-R2-3				$77,793	$80,516	$83,334	$85,000
	B6-R2-4				$79,193	$81,965	$84,834	$86,530
	Promotion							
BAND 7	B7-R1-A	A&C 10	$76,007	$79,047	$80,233	$83,041	~	~
	B7-R1-1				$81,838	$84,702	$87,667	$89,420
	B7-R1-2	A&C 11	$79,629	$82,814	$84,056	$86,998	$90,043	$91,844
	Advancement Assessment Point							
	B7-R2-1				$85,737	$88,738	$91,844	$93,681
	B7-R2-2					$90,513	$93,681	$95,555
	Promotion							
BAND 8	B8-R1-1	A&C 12	$85,057	$88,459	$89,786	$92,929	$96,181	$98,105
	B8-R1-2				$91,582	$94,787	$98,105	$100,067
	Advancement Assessment Point							
	B8-R2-1				$93,414	$96,683	$100,067	$102,068
	B8-R2-2				$96,692	$100,076	$103,579	$105,650
	Promotion							

APPENDIX 5 – TRANSLATION ARRANGEMENTS FOR PREVIOUS OPERATIONAL (EXCLUDING HEALTH SERVICES OFFICERS) CLASSIFICATIONS

(a) Operational 7

	Band Structure	Classification Level At 30/11/08	Salary 1/12/07	Salary 30/11/08 (ffpp)	Salary 8/03/09 (ffpp)	Salary 29/11/09 (ffpp)	Salary 28/11/10 (ffpp)	Salary 6/03/11 (ffpp)
BAND 2	B2-R1-A	Op 7	$38,464	~	~	~	~	~
	B2-R1-1			$40,815	$41,427	$42,877	$44,378	$45,265
	B2-R1-2			$41,643	$42,267	$43,747	$45,278	$46,183
	B2-R1-3			$42,481	$43,118	$44,627	$46,189	$47,113
	B2-R1-4			$43,348	$43,998	$45,538	$47,132	$48,075
	B2-R1-5				$45,142	$46,722	$48,358	$49,325
	Promotion							

(b) Operational 8

	Band Structure	Classification Level At 30/11/08	Salary 1/12/07	Salary 30/11/08 (ffpp)	Salary 8/03/09 (ffpp)	Salary 29/11/09 (ffpp)	Salary 28/11/10 (ffpp)	Salary 6/03/11 (ffpp)
B2	B2-R1-4	Op 8	$41,681	$43,348	~	~	~	~
BAND 3	B3-R1-1			$46,109	$46,801	$48,439	$50,134	$51,137
	B3-R1-2			$47,054	$47,760	$49,431	$51,161	$52,184
	B3-R1-3			$47,992	$48,712	$50,417	$52,181	$53,225
	B3-R1-4			$48,920	$49,653	$51,391	$53,190	$54,254
	B3-R1-5				$50,944	$52,727	$54,573	$55,664
	Promotion							

(c) Operational 9 and 10

	Band Structure	Classification Level At 30/11/08	Salary 1/12/07	Salary 30/11/08 (ffpp)	Salary 8/03/09 (ffpp)	Salary 29/11/09 (ffpp)	Salary 28/11/10 (ffpp)	Salary 6/03/11 (ffpp)
B3	B3-R1-2	Op 9	$45,244	$47,054	~	~	~	~
BAND 4	B4-R1-B	Op 10	$48,862	$50,816	$51,579	$53,384	~	~
	B4-R1-1			$51,758	$52,534	$54,373	$56,276	$57,401
	B4-R1-2			$52,699	$53,489	$55,361	$57,299	$58,445
	B4-R1-3				$54,880	$56,801	$58,789	$59,965
	Advancement Assessment Point / Entry							
	B4-R2-A			$54,580	$55,399	$57,338	~	~
	B4-R2-1			$55,522	$56,355	$58,328	$60,369	$61,577
	B4-R2-2			$56,463	$57,310	$59,315	$61,391	$62,619
	B4-R2-3				$58,800	$60,858	$62,988	$64,247
	B4-R2-4				$60,746	$62,872	$65,073	$66,374

APPENDIX 6 – TRANSLATION ARRANGEMENTS FOR PREVIOUS OPERATIONAL (HEALTH SERVICES OFFICERS) CLASSIFICATIONS

	Band Structure	Classification Level At 30/11/08	Salary 1/12/07	Salary 30/11/08 (ffpp)	Salary 8/03/09 (ffpp)	Salary 29/11/09 (ffpp)	Salary 28/11/10 (ffpp)	Salary 6/03/11 (ffpp)
	HSO Level 1-1 (traineeship)	Op 1-1	$30,488	$31,708	$32,183	$33,310	$34,475	$35,165
		Op 1-2	$31,249	~	~	~	~	~
	HSO Level 1-2 (traineeship)	Op 2-1	$31,711	$32,979	$33,474	$34,646	$35,858	$36,575
		Op 2-2	$32,190	~	~	~	~	~
	HSO Level 1-3 (traineeship)	Op 2-3	$32,655	$33,961	$34,471	$35,677	$36,926	$37,664
	Advancement to level dependent on qualifications							
	HSO Level 2-A	Op 3-1	$32,898	$34,214	~	~	~	~
	HSO Level 2-1	Op 3-2	$33,194	$34,522	$35,040	$36,266	$37,535	$38,286
	HSO Level 2-2	Op 3-3	$33,620	$34,965	$35,489	$36,731	$38,017	$38,777
	HSO Level 2-3				$35,956	$37,214	$38,517	$39,287
	HSO Level 2-4					$37,915	$39,242	$40,027
	Promotion							
	HSO Level 3-A	Op 4-1	$34,059	$35,421	~	~	~	~
	HSO Level 3-B	Op 4-2	$34,381	$35,756	$36,293	~	~	~
	HSO Level 3-C	Op 4-3	$34,606	$35,990	$36,530	$37,809	$39,132	~
	HSO Level 3-1				$37,180	$38,481	$39,828	$40,625
	HSO Level 3-2					$38,933	$40,296	$41,102
	HSO Level 3-3						$40,785	$41,601
	Promotion							

	Band Structure	Classification Level At 30/11/08	Salary 1/12/07	Salary 30/11/08 (ffpp)	Salary 8/03/09 (ffpp)	Salary 29/11/09 (ffpp)	Salary 28/11/10 (ffpp)	Salary 6/03/11 (ffpp)
	HSO Level 4-A	Op 5-1	$34,812	$36,204	$36,748	~	~	~
	HSO Level 4-B	Op 5-2	$35,023	$36,424	$36,970	$38,264	~	~
	HSO Level 4-C	Op 5-3	$35,533	$36,954	$37,509	$38,821	~	~
	HSO Level 4-1	Op 6-1	$36,936	$38,413	$38,990	$40,354	$41,767	$42,602
	HSO Level 4-2	Op 6-2	$37,478	$38,977	$39,562	$40,946	$42,380	$43,227
	HSO Level 4-3				$40,884	$42,315	$43,796	$44,672

APPENDIX 7 – TRANSLATION ARRANGEMENTS FOR PREVIOUS TECHNICAL CLASSIFICATIONS

(a) Technical 1

	Band Structure	Classification Level At 30/11/08	Salary 1/12/07	Salary 30/11/08 (ffpp)	Salary 8/03/09 (ffpp)	Salary 29/11/09 (ffpp)	Salary 28/11/10 (ffpp)	Salary 6/03/11 (ffpp)
BAND 1	B1-R2-A	Tech 1-1	$33,360	~	~	~	~	~
	B1-R2-1	Tech 1-2	$34,295	$35,667	$36,202	$37,469	$38,780	$39,556
	B1-R2-B	Tech 1-3	$34,929	~	~	~	~	~
	B1-R2-2	Tech 1-4	$35,563	$36,986	$37,540	$38,854	$40,214	$41,018
	B1-R2-3	Tech 1-5	$36,936	$38,413	$38,990	$40,354	$41,767	$42,602
BAND 2	B2-R1-A	(Tech 2-1)*	$38,464	~	~	~	~	~
	B2-R1-1		$39,245	$40,815	$41,427	$42,877	$44,378	$45,265
	B2-R1-2	(Tech 2-2)*	$40,041	$41,643	$42,267	$43,747	$45,278	$46,183
	B2-R1-4	(Tech 2-3)*	$41,681	$43,348	$43,998	$45,538	$47,132	$48,075
BAND 3	B3-R1-A	(Tech 2-4)*	$43,431	~	~	~	~	~
	B3-R1-1		$44,336	$46,109	$46,801	$48,439	$50,134	$51,137
	B3-R1-2	(Tech 2-5)*	$45,244	$47,054	$47,760	$49,431	$51,161	$52,184

(b) Technical 2

	Band Structure	Classification Level At 30/11/08	Salary 1/12/07	Salary 30/11/08 (ffpp)	Salary 8/03/09 (ffpp)	Salary 29/11/09 (ffpp)	Salary 28/11/10 (ffpp)	Salary 6/03/11 (ffpp)
BAND 2	B2-R1-A	Tech 2-1	$38,464	~	~	~	~	~
	B2-R1-1			$40,815	~	~	~	~
	B2-R1-2	Tech 2-2	$40,041	$41,643	~	~	~	~
	B2-R1-4	Tech 2-3	$41,681	$43,348	~	~	~	~
	B3-R1-A	Tech 2-4	$43,431	~	~	~	~	~
BAND 3	B3-R1-1			$46,109	$46,801	$48,439	$50,134	$51,137
	B3-R1-2	Tech 2-5	$45,244	$47,054	$47,760	$49,431	$51,161	$52,184
	B3-R1-3			$47,992	$48,712	$50,417	$52,181	$53,225
	B3-R1-4			$48,920	$49,653	$51,391	$53,190	$54,254
	B3-R1-5				$50,944	$52,727	$54,573	$55,664

(c) Technical 3

	Band Structure	Classification Level At 30/11/08	Salary 1/12/07	Salary 30/11/08 (ffpp)	Salary 8/03/09 (ffpp)	Salary 29/11/09 (ffpp)	Salary 28/11/10 (ffpp)	Salary 6/03/11 (ffpp)
BAND 4	B4-R1-A	Tech 3-1	$47,038	~	~	~	~	~
	B4-R1-B	Tech 3-2	$48,862	$50,816	$51,579	$53,384	~	~
	B4-R1-2	Tech 3-3	$50,672	$52,699	$53,489	$55,361	$57,299	$58,445
	B4-R1-3				$54,880	$56,801	$58,789	$59,965
	Advancement Assessment Point / Entry							
	B4-R2-A			$54,580	$55,399	$57,338	~	~
	B4-R2-1			$55,522	$56,355	$58,328	$60,369	$61,577
	B4-R2-2			$56,463	$57,310	$59,315	$61,391	$62,619
	B4-R2-3				$58,800	$60,858	$62,988	$64,247
	B4-R2-4				$60,746	$62,872	$65,073	$66,374

(d) Technical 4

	Band Structure	Classification Level At 30/11/08	Salary 1/12/07	Salary 30/11/08 (ffpp)	Salary 8/03/09 (ffpp)	Salary 29/11/09 (ffpp)	Salary 28/11/10 (ffpp)	Salary 6/03/11 (ffpp)
BAND 4	B4-R2-A	Tech 4-1	$52,481	$54,580	~	~	~	~
	B4-R2-2	Tech 4-2	$54,291	$56,463	~	~	~	~
BAND 5	B5-R1-A	Tech 4-3	$56,101	~	~	~	~	~
	B5-R1-B			$60,227	~	~	~	~
	B5-R1-1			$62,110	$63,041	$65,248	$67,532	$68,882
	B5-R1-2				$64,302	$66,553	$68,882	$70,260
	B5-R1-3				$65,916	$68,223	$70,611	$72,023

(e) Technical 5 and 6

	Band Structure	Classification Level At 30/11/08	Salary 1/12/07	Salary 30/11/08 (ffpp)	Salary 8/03/09 (ffpp)	Salary 29/11/09 (ffpp)	Salary 28/11/10 (ffpp)	Salary 6/03/11 (ffpp)
BAND 6	B6-R1-A	Tech 5	$61,532	~	~	~	~	~
	B6-R1-B		$63,340	$65,874	$66,862	$69,202	$71,624	~
	B6-R1-1	Tech 6	$65,151	$67,757	$68,773	$71,180	$73,672	$75,145
	B6-R1-2			$69,640	$70,685	$73,159	$75,720	$77,234
	B6-R1-3				$72,099	$74,622	$77,234	$78,779
	Advancement Assessment Point							
	B6-R2-1			$73,396	$74,497	$77,104	$79,803	$81,399
	B6-R2-2			$75,280	$76,410	$79,084	$81,852	$83,489
	B6-R2-3				$77,793	$80,516	$83,334	$85,000
	B6-R2-4				$79,193	$81,965	$84,834	$86,530

APPENDIX 8 – TRANSLATION OF AWARD SUBJECT MATTERS

The following table shows where the subject matter within the Community and Health Services (Public Sector) Award No 4 of 2008 (Consolidated) is found in this Health and Human Services (Tasmanian Public Sector) Award.

Subject Matter	Previous Part and Clause	New Part and Clause
TITLE	PART I – 1	PART I – 1
INDEX	PART I – 2	PART I – 2
SCOPE	PART I – 3	PART I – 3
DATE OF EFFECT	PART I – 4	PART I – 4
SUPERSESSION AND SAVINGS	PART I – 5	PART I – 5
AWARD INTEREST AND PARTIES BOUND	PART I – 6	PART I – 6
DEFINITIONS	PART I – 7	PART I – 7
CONTRACT OF EMPLOYMENT	PART II – 1	PART I – 9
ABANDONMENT OF EMPLOYMENT	PART II – 2	PART I – 10
CLASSIFICATION STANDARDS	PART II – 3	PART III – 1
APPRENTICES	PART II – 4	PART II – 5 PART II – 6
CASUAL EMPLOYEES	PART II – 5	PART I – 8 PART I – 9
LIFTING OF PATIENTS	PART II – 6	PART X – 3
PROTECTIVE CLOTHING AND SAFETY APPLIANCES	PART II – 7	PART X – 2
UNIFORMS	PART II – 8	PART X – 1
STATE SERVICE ACCUMULATED LEAVE SCHEME	PART II – 9	PART IX – 7
SALARIES	PART III – 1	PART II – 3
Supported Wage System	PART III – 1(f)	PART II – 7
CALCULATION OF HOURLY RATE – PART-TIME EMPLOYEES	PART III – 2	PART II – 1
SALARY INCREMENTS	PART III – 3	PART II – 4
PAYMENT OF WAGES	PART III – 4	PART II – 2
ACCOMMODATION AND OTHER REQUIREMENTS	PART IV – 1	PART IV – 1
DISTRICT ALLOWANCE – PART-TIME EMPLOYEES	PART IV – 2	PART V – 1
ANNUAL LEAVE ALLOWANCE	PART IV – 3 (a)	PART IX – 6
DISTRICT	PART IV – 3 (b)	PART V – 1
FIRST AID ALLOWANCE	PART IV – 3 (c)	PART V – 4
HIGHER DUTIES, MORE RESPONSIBLE DUTIES AND MIXED FUNCTIONS ALLOWANCES	PART IV – 3 (d)	PART II – 11 PART II – 12 PART II – 13
KILOMETREAGE	PART IV – 3 (e)	PART V – 3
MEAL ALLOWANCE	PART IV – 3 (f)	PART V – 2(c)
TRAINING COURSES AND CONFERENCES ALLOWANCE	PART IV – 3 (g)	PART V – 2
TRAVELLING ALLOWANCE	PART IV – 3 (h)	PART V – 3
BOARD AND LODGING	PART IV – 4	Deleted
EXCESS FARES	PART IV – 5	PART V – 4
LEAVE EXPENSES - BASS STRAIT ISLANDS	PART IV – 6	PART V – 1
MEALS ON DUTY	PART IV – 7	PART V – 5
SPECIAL RATES	PART IV – 8	PART V – 7
WORK ABOVE FLOOR LEVEL	PART IV – 9	PART IV – 2
WORK AWAY FROM NORMAL PLACE OF DUTY	PART IV – 10	PART IV – 3
HOURS OF WORK - DAY WORKER	PART V – 1	PART VII – 1

Subject Matter	Previous Part and Clause	New Part and Clause
HOURS OF WORK – PART-TIME EMPLOYEES	PART V – 2	PART VII – 2
OVERTIME - OTHER THAN SHIFTWORKERS	PART V – 3	PART VII – 3
OVERTIME - PART-TIME EMPLOYEES	PART V – 4	PART VII – 4
AVAILABILITY AND RECALL	PART V – 5	PART VII – 6 PART VIII – 3
SHIFT WORK	PART V – 6	PART VIII – 1
SHIFTWORK - PART-TIME EMPLOYEES	PART V – 7	PART VIII – 2
ANNUAL LEAVE	PART VI – 1	PART IX – 5
ANNUAL LEAVE - PART-TIME SHIFTWORKERS	PART VI – 2	PART IX – 5
HOLIDAYS WITH PAY	PART VI – 3	PART IX – 1
PERSONAL LEAVE	PART VI – 4	PART IX – 3
PERSONAL LEAVE FOR PART-TIME EMPLOYEES	PART VI – 5	PART IX – 3(o)
BEREAVEMENT LEAVE	PART VI – 6	PART IX – 4
LEAVE WITHOUT PAY – PART-TIME EMPLOYEES	PART VI – 7	PART IX – 5
PARENTAL LEAVE	PART VI – 8	PART IX – 2
GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE	PART VII – 1	PART XII – 3
NOTICE BOARD	PART VII – 2	PART XI – 3
UNION OFFICIALS – RIGHT OF ENTRY	PART VII – 3	PART XI – 1
UNION REPRESENTATIVES/STEWARDS	PART VII – 4	PART XI – 2

APPENDIX 10 - INFORMATION AND COMMUNICATION TECHNOLOGY (ICT) CLASSIFICATION STRUCTURE

This Attachment details the classification structure and standards that apply to Information and Communication Technology employees. These arrangements derive from the provisions of Appendix 1, clause 2 regarding Targeted Occupational Groups, specifically Computer Systems Officers.

ICT 1

ICT 1 consists of employees ranging across Bands 1 to 4 inclusive.
There are four categories of employees with different salary progression ranges:

- ICT Level 1 (Trainee) - Band 1;
- ICT Level 1 (Cadet) - Band 1 to Band 4;
- ICT Level 1 (Technician) - Band 2 to Band 4; and
- ICT Level 1 (Graduate) - Band 3 to Band 4.

The salaries of Graduates and Cadets are as specified in the Tasmanian State Service Award (TSSA).

The salaries of Trainees and Technicians are as specified in this Attachment.

A **Trainee** is an employee who is employed to undertake IT Certificates 2, 3 or 4.

A **Cadet** is an employee who is employed subject to undertaking a three year undergraduate degree part-time at a university.

A **Graduate** is an employee who is employed according to a Graduate Development Program after graduating with a degree qualification following a minimum three year course at a university.

A **Technician** is an employee who does not undertake formal undergraduate studies or participate in a formal graduate program but who gains skills and experience through in-house development and learning, including specific courses of study.

CLASSIFICATION DESCRIPTORS

The classification descriptors of Bands 1 to 4 describe the work value requirements of an employee who progresses through the salary structure.

To fully meet the work requirements at the top of ICT 1 requires being able to undertake computer system tasks that require adherence to policy, procedures or established practices. It is expected that all qualifications required have been achieved and professional development has been undertaken relevant to the technical area of expertise.

The purpose of supplementary descriptors is to specify the work expected to be undertaken by ICT employees and augment the classification descriptors in this award.

The supplementary descriptors for ICT 1 highlight the competency expected for ICT 1 employees paid at Band 4.

The AAP's provide the framework for developing and assessing an employee's suitability to progress to the top of Band 4 or Band 6, respectively.

Supplementary descriptors

- Able to operate across a number of computing platforms, systems, applications languages and server installations.
- Converses with senior technical specialists regarding area of responsibility.
- Contact with organisation staff/vendors will be limited with the occupant usually having had limited opportunities to establish business relationships – at this point they are more technician-to-technician based and technician-client.

Advanced Assessment Point

To progress through the AAP in Band 4 a minimum of three of the following criteria are required to be satisfied:

- Recognised as providing high level customer service and demonstrates high level proficiency in function and work tasks;
- Operates autonomously during after-hours upgrades to systems or remote monitoring,
- Has demonstrated emerging leadership skills by taking responsibility to integrate related platforms, systems, applications languages and server installations and is capable at leading and conducting research, discussions, workshops and presenting findings;
- Has a significant influence on the initiation and training of new officers in the operations of the section;
- Demonstrated proficiency in work related ICT disciplines including attainment of industry recognised qualifications or certification in specific work areas;
- Has consistently demonstrated the ability to plan work schedules; lead small teams in implementing parts of applications, upgrades to servers, rollouts of standard operating environment patches and updates; has responsibility for gathering information regarding purchasing and assisting senior offices with the purchasing cycle; and
- Is self-directed, reliable, espouses the values of the organisation in their work, provides input into the operational processes of their area of expertise and has highly regarded oral and written communication skills.

ICT 2

Band 5 classification standards and salaries.

ICT 3

Band 6 classification standards and salaries, with supplementary descriptors.

Supplementary Descriptors

This is a senior practitioner level with overall responsibility for systems, the application of policy, for mentoring less experienced staff members, for providing advice to senior IT managers and for liaising effectively with vendors, clients and management.

Work at this level is authoritative in terms of supporting a system, in undertaking application development or supporting key items of infrastructure such as networks, mail storage area networks, servers, security systems, disaster recovery installations.

Highly specialist knowledge of and overall responsibility for several computer systems.

Highly developed analytical skills:

- to capture the business needs of clients,
- to understand the technical context of options and solutions to meet business requirements; and

- o to develop and implement plans and proposals for improved operational effectiveness and service delivery.

Provide leadership and supervision of staff responsible for the delivery of components of systems or programs, particularly regarding the quality of service delivery and in meeting performance specifications.

In areas of technical expertise and with responsibility for particular operational processes represents the organisation with authority and commits agency to negotiated outcomes.

Advanced Assessment Point

At least three of the following criteria to be demonstrated:

- Has established strong peer networks across government in an area of speciality and provides leadership in the co-ordination of forums, discussions and meetings;
- Has undertaken leading research, development or innovation within an agency that has potential whole of government application including the establishment of working groups, high levels of liaison with a central agency, conducts demonstrations to other interested parties and has a significant role with the central agency in any vendor negotiations that form part of the development of a new product/service;
- Possesses oral and written communication skills reflected in:
    - o positive outcomes from negotiations with vendors regarding technical matters;
    - o development and carriage of ICT based policies and procedures;
    - o preparations of higher level reports, papers and proposals for ICT management and senior executives; and
    - o provides leadership to peers and subordinates in regular and clear communication to clients;
- Demonstrates a clear understanding of whole of government strategies and initiatives and works proactively with agency ICT management to develop systems and solutions that may derive from the implementation of whole of government applications; and
- Has achieved technical certification across a number of specialist disciplines.

ICT 4

Band 7 classification standards and salaries.

Manager/Specialist

Band 8 classification standards and salaries.

High-level specialist

Band 9 classification standards and salaries.

High-level specialist

Band 10 classification standards and salaries.

ICT 1 – Technician (DHHS)
Salary Progression Table

Band Structure	Salary Effective from 13/12/12	Salary Effective from 12/12/13	Band Structure Effective 11/12/14	Salary Effective from 11/12/14	Salary Effective from 10/12/15
B2-R1-1	$47,265	$48,265	-	-	-
	-	-	**B2-R1-2**	$50,183	$51,187
B2-R1-3	$49,113	$50,113	**B2-R1-3**	$51,115	$52,137
B2-R1-5	$51,332	$52,359	**B2-R1-5**	$53,406	$54,474
B3-R1-1	$53,203	$54,267	**-**	-	-
	-	-	**B3-R1-2**	$56,487	$57,617
B3-R1-4	$56,446	$57,575	**B3-R1-4**	$58,727	$59,902
B4-R1-2	$60,806	$62,022	**B4-R1-2**	$63,262	$64,527
B4-R2-1 (after satisfying AAP criteria)	$64,065	$65,346	**B4-R2-1** (after satisfying AAP criteria)	$66,653	$67,986
B4-R2-2	$65,148	$66,451	**B4-R2-2**	$67,780	$69,136
B4-R2-3	$66,843	$68,180	**B4-R2-3**	$69,544	$70,935
B4-R2-4	$69,055	$70,436	**B4-R2-4**	$71,845	$73,282
B4-R2-5	-	-	**B4-R2-5**	$72,204	$74,384

ICT TRAINEE

Classification Level (TSSNTWA)	Band Structure Reference	Salary 1/12/07	Annual & Structural Adjustment Increase 30/11/08 (ffpp)	Salary Jan-09	Salaries from 8/03/09 (ffpp)	Annual Increase 29/11/09 (ffpp)	Annual Increase 28/11/10 (ffpp)	Structural Adjustment Increase 6/03/11 (ffpp)
Year 10 School Leaver	**B1-R1-1**	$11,596	$12,060	$14,656	$25,746	$26,647	$27,580	$28,132
Year 10 plus 1 Year Year 11 School Leaver	**B1-R1-2**	$14,092	$14,656	$17,630	$26,817	$27,756	$28,727	$29,302
Year 10 plus 2 years Year 11 plus 1 year Year 12 School Leaver	**B1-R1-3**	$16,952	$17,630	$20,388	$27,890	$28,866	$29,876	$30,474
Year 10 plus 3 years Year 11 plus 2 years Year 12 plus 1 year	**B1-R2-1**	$19,604	$20,338	$23,633	$28,962	$29,976	$31,025	$31,646
Year 10 plus 4 years Year 11 plus 3 years Year 12 plus 2		$22,724	$23,633	$27,148				

year								
Year 10 plus 5 years **Year 11 plus 4 years** **Year 12 plus 3 year**	**B1-R2-3**	$26,104	$27,148	27,148	$31,192	$32,284	$33,414	$34,082
	B1-R2-4				$32,002	$33,122	$34,281	$34,967

1. This table incorporates the "No Disadvantage" provisions of the Tasmanian State Service Award (TSSA), hence the increases payable from 1 January 2009 under NTWA, are shown in Column E.
2. The nominal base rate is "Year 12 School Leaver", B1-R1-3, which provides the salary for most IT Trainees undertaking Certificate 3.
3. The next most common applicable salary rate is B1-R2-1 for IT Trainees undertaking Certificate 4.
4. For Adult Trainees undertaking Certificate 3 the salary rate is provided by B1-R2-3.
5. The salary rate for Adult Trainees undertaking Certificate 4 is as shown at B1-R2-4.
6. The salary on completion of Certificate 4 is the normal non-training rate for B1-R2-3.

APPENDIX 11 – DENTAL OFFICERS

This Appendix applies to persons who are employed under the provisions of the *State Service Act* 2000 as professional Dental Officers. Except where otherwise provided by this Appendix, the Health and Human Services (Tasmanian State Service) Award is to apply in its entirety.

1. SALARIES

An employee appointed or promoted to a classification level prescribed below is to be paid the salary rate determined for the relevant classification.

2. CLASSIFICATION DESCRIPTORS

For the purpose of this clause, 'OHST' means Oral Health Services Tasmania.

Service delivery in Oral Health Services Tasmania is determined by the clinical needs of the client and the skills of the clinician. Clinical pathways, clinical credentialing, scope of practice and privileges are an integral component of service delivery and staff will be required to meet the standards set by OHST in this regard.

In addition, clinicians are required to adhere to the principles of practice determined by OHST, and supported by the Department of Health and Human Services.

CLASSIFICATION LEVEL	Dec-13	Dec-14	Dec-15
Dental Officers Level 1 Year 1	$98,256	$100,221	$102,225
Dental Officers Level 1 Year 2	$104,288	$106,374	$108,501
Dental Officers Level 2 Year 1	$115,898	$118,215	$120,580
Dental Officer Level 2 Year 2		$118,807	$121,933
Dental Officers Level 3 Year 1	$119,965	$122,365	$124,812
Dental Officers Level 3 Year 2	$132,406	$135,054	$137,755
Dental Officers Level 3 Year 3	$139,028	$141,809	$144,645
Dental Officers Level 3 Year 4	$145,648	$148,561	$151,532
Dental Officers Level 3 Year 5	$152,988	$156,048	$159,168
Dental Officer Level 3 Year 6		$156,828	$160,714
Dental Officers Level 4 Year 1	$156,166	$159,289	$162,475
Dental Officers Level 4 Year 2	$163,974	$167,254	$170,599
Dental Officer Level 4 Year 3		$168,090	$172,202
Dental Officers Level 5	$171,781	$175,217	$178,721
Dental Officer Level 5 Year 2		$176,093	$180,365
Dental Officers Level 6	$179,590	$183,182	$186,846
Dental Officer Level 6 Year 2		$184,098	$188,530

(a) Level 1-2 dental officer

(i) Under the general oversight of a senior dentist, performs examination, investigation and basic treatment of patients. This is a basic level and includes an entry-level graduate dentist who is acquiring experience in dentistry. This level also includes moderately experienced dentists who may still require regular professional support and mentoring.

(ii) A dentist at this level will:

(1) Develop and consolidate the personal, interpersonal and technical skills needed for efficient quality clinical service provision.

(2) Develop the communication, risk assessment and clinical care skills that enable the client and clinician to agree an appropriate treatment plan.

(3) Develop knowledge of a primary health care approach.

(4) Develop skills to work effectively with other members of the oral health team.

(5) Refer and or discuss, in accordance with departmental policies and procedures, the more difficult or complex cases to a senior dentist.

(6) Participate in department/community oral health programs and projects.

(7) Be responsible for the daily routine maintenance and care of dental equipment.

(8) Be responsible for the accurate and timely recording of clinical records and notes either manually or electronically.

(9) Contribute to quality improvement programs.

(10) Participate in peer review and reflective practice activities.

(iii) Indicative Occupation

Recently graduated dentist and new dentist gaining experience.

(iv) Prior to a Dental Officer Level 2 completing 12 months services at this level, an assessment will be undertaken to determine whether they fulfil the criteria outlined in the classification descriptors to progress to Dental Officer Level 3. A Dental Officer Level 2 who meets these criteria, will automatically progress to Dental Officer Level 3.

(b) Level 3 Dental Officer

(i) Performs general dental work requiring the independent examination, investigation, treatment planning and treatment of clients of the service. This is the broadly based skilled level. It encompasses the experienced dentist who is competent in all general tasks ad who would be expected to be familiar with and be able to exhibit a number of more advanced tasks that are commonly performed in general dental practice. The dentist at this level must have demonstrated a commitment to professional development and would act as mentor to less experienced staff or as a supervisor to students when required.

(ii) A dentist at this level will:

(1) Be expected to undertake all the aspects of Levels 1 and 2 and demonstrate the competence to independently diagnose and treat routine and complex cases.

(2) Provide more complex treatment with increasing autonomy including expansion into specific areas such as:

- clients with communication difficulties
- medically compromised clients
- high oral health risk clients
- relative analgesia
- general anaesthetics
- institutionalised clients
- clients with challenging behaviours, including infants
- interceptive orthodontics and minor oral surgery
- endodontics
- oral trauma.

(3) Dentists at this level are required to be competent autonomous practitioners and may be required to support and guide new graduates, other staff and students and participate in peer review and reflective practice activities.

(iii) Indicative Occupation

Experienced dentist.

(c) Level 4 Senior Clinician

(i) Includes an experienced dentist who is widely recognised for their exceptional competence in general dental work and has a proven record for carrying out a broad range of advanced and complex dental procedures. This dentist would frequently receive referrals from other dental practitioners and be called upon for dental advice, and will work closely with the Area Managers to provide leadership, support and coordination of service delivery to all professional groups at a regional level.

(ii) A dentist at this level will:

(1) Have all the competencies of Levels 1, 2 and 3.

(2) Perform complex, novel or critical discipline specific clinical work with a high level of professional knowledge and by the exercise of substantial professional judgement;

(3) Provide:

- Clinical education and advice to teams in their clinical area of expertise through in-service training to undergraduates and other staff.
- Consultation and advice to all dental teams across an area of clinical network.
- Professional supervision or leadership either within a facility or across facilities and/or region and assist in the development of high performing dental teams.
- Assistance in the development of policies and guidelines relevant to clinical practise in OHST.
- Consultation with the regional area manager and is the principal clinical support across all dental professions.
-

(4) A dentist in this position will:

- Be professionally responsible to the Principal Dental Officer;
- Be a member of relevant clinical and regional committees;
- Deputise for the Principal Dental Officer where appropriate.

(d) Level 5 Principal Dental Officer (Deputy Clinical Director)

(i) With advanced skill level, coordinates services at a state-wide level and/or due to high level competency in general dentistry, supervises the work of a number of other dentists and clinical staff.

(ii) A dentist at this level will:

(1) Deliver and/or manage and direct the delivery of services as part of the development and maintenance of a consistent state-wide dental service.

(2) Perform novel complex or critical discipline specific clinical work with a high level of professional knowledge and by the exercise of substantial professional judgement.

(3) Be responsible for quality assurance, development of better practice and clinical research across the state and actively involved in the teaching of other staff and students.

(4) Responsible for education support to other clinicians in the management of clients requiring ongoing specialised treatment.

(5) Implement and coordinate credentialing, clinical privileges and scope of practice processes.

(6) Work closely with the Director Oral Health Services, and the Clinical Executive Team in the development of relevant policies processes and future directions of OHST.

(7) Be an active member of relevant regional and state-wide committees and working groups and support the Senior Clinicians in their day-to-day activities.

(8) Deputise for the Director, Clinical Services where appropriate.

(e) Level 6 Clinical Director

(i) This position provides clinical leadership in the delivery of quality public oral health services state-wide. This person would be highly clinically competent in all aspects of dentistry and have a strong understanding of the principles of public oral health. This person would be required to provide high level advice on specialist matters relating to public oral health, and provide clinical leadership, professional support and direction to the OHST multi-professional oral health teams across the state. This person would also recommend improvements and alternatives in accordance with evidence-based practice in oral health services. In addition, this person would be expected to promote and enhance the professional standing of the oral health service within the private and community sectors and their associations, both in Tasmania and across other jurisdictions, and take an active part in research programs consistent with the development of a quality oral health service for Tasmania.

(ii) A dentist at this level will:

(1) Be fully competent at all aspects of general dentistry and be able to offer mentoring and support to other clinicians in the service.

(2) Develop and maintain effective working relationships with members of the Oral Health Service Executive team and provide high-level advice on service development and strategic initiatives for OHST with reference to current and emerging oral health trends and technologies.

(3) Promote and enhance the professional standing of OHST within the private and community sectors, both in Tasmania and across other jurisdictions.

(4) Provide leadership towards strategic development, coordination and delivery of education and training activities that facilitate the ongoing professional development of clinical staff in OHST.

(5) Actively promote and participate in research programs consistent with the development of quality oral health services for Tasmania.

(6) Provide limited clinical assessment and treatment to clients of the oral health service.

(7) Establish mentoring and constructive supervision of new dental staff and graduates in collaboration with the Managerial and supervisory staff.

(8) Provide high-level advice at the Agency level to the Department of Health and Human Services and to the Minister where appropriate.

(9) Ensure OHST meets its statutory obligations in accordance with State and National standards and legislation.

3. DENTAL SPECIALIST AND PUBLIC SECTOR DENTAL WORKFORCE DENTISTS OR DENTISTS WITH RESTRICTED REGISTRATION

(a) Dental Specialist

Employees engaged as specialists will have satisfied the full requirements of the Dental Board of Australia in a recognised specialty. Salary will be negotiated in accordance with their years of experience in the specialty area.

(b) Public Sector Dental Workforce Dentists or Dentists with Restricted Registration

Dentists who are required to complete additional examination to enable full registration under the Australian Health Practitioners Regulatory Authority will be employed at a level relevant to their experience and competence.

4. ALLOWANCES

In addition to all other conditions of employment contained in this Award, excluding Part VII (Hours of Work and Overtime for Day Work) Clauses 3, 4 and 5 of this Award, Dental Officers will be entitled to the following additional conditions of employment:

(a) Skills and Qualifications Allowance

Dentists who have additional qualifications or experience which Oral Health Services Tasmania may require from time to time to assist in the provision of high quality, timely and appropriate dental care for eligible clients, may receive a higher income based on an assessment of responsibility. The Skills and Qualifications Allowance will not exceed $10,200 per annum pro-rata.

(b) Allowance in Lieu of Private Practice

(i) Dentists employed by Oral Health Services Tasmania have the right to maintain part-time employment in the private sector. To acknowledge dental officers who work full-time in the public sector, an allowance will be paid to full-time, fully-registered Dental Officers Level 3 and above, in lieu of private practice to offset the disparity between public and private sector salaries. The allowance will be 7.5% of the base salary of the Dental Officer and will be:

(1) Paid fortnightly

(2) Be paid during periods of higher duties

(3) Be paid during periods of leave

(4) Will count as salary for all purposes

(ii) To qualify for payment of this allowance, a dentist must satisfy the Director, Clinical Services, that they are fully competent at all aspects of service delivery provided by OHST. The dentist must have full clinical privileges and scope of practice relevant to OHST. The allowance will be monitored on an annual basis as part of the performance development process and may be withdrawn under the following conditions:

(1) Non-compliance with OHST policies and protocols.

(2) Non-compliance with national standards in infection control.

(3) Reduction in full scope of practice, unless the employee is a specialist for whom scope of practice is restricted to the specialty for which they are employed.

(4) Non-compliance with OHST Principals of Practice.

(5) Inability to satisfy the Director, Clinical Services, of full competence at all aspects of service delivery provided by OHST.

(c) Sole Practitioner Allowance

(i) An allowance will be paid to a Dental Officer Level 3 and above who:

(1) Is working in isolation of other dental officers in a facility that would normally have more than 1 dental officer in attendance.

(2) Is working in a facility which does not support another clinician

(3) Is the only Dental Officer employed during periods of leave or vacancies.

This allowance is to acknowledge the additional responsibilities in providing a single point of contact for patients of the service and for dental therapists as their referral pathway.

(ii) This allowance will not be paid to dental officers providing services within a hospital setting.

(iii) The payment will be 7.5% of the base salary and will be

(1) Paid on a daily basis for the period in which the dental officer is working as a sole practitioner.

(2) Will not be paid during periods of leave

(3) Will be paid during periods of Higher Duties

(4) Will count as salary for all purposes.

(iv) Dental officers will be required to complete a 'time sheet' for the period indicating the hours in which they were the sole practitioner, and the facility from which they were working. The Area Manager is responsible for ensuring that Dental Officers are informed of their right to the allowance and for ensuring that Level 1 and 2 Dental Officers are not rostered as Sole Practitioners.

(d) Professional Development Allowance

Professional Development Allowance is provided to enable Dental Officers to attend conferences, seminars and training programs for the purpose of advancing or maintaining their professional knowledge and skill and to support the Dental Officer in completing the requirements of continuing professional development for registration.

The allowance is to defray the costs associated with travel, accommodation, course fees, conference registration and other expenses associated with a Dentist's professional development.

The amount payable will be to cover expenditure of up to $6,120 per annum and will be paid pro-rata to Dental Officers working less than full time. The Dental Officer will be required to apply to the Clinical Director or Deputy Clinical Director for approval to seek reimbursement for expenditure, and approval will be based on the professional development being relevant and of value to the organisation.

Unused Professional Development Allowance funds will not be paid out to the Dental Officer as a cash payment and will not be paid in advance of attendance at any professional development program.

Professional Development Allowance funds cannot be rolled over to a subsequent year unless the Dental Officer has been employed for a minimum of three years and intends to utilise the funds for a period of Sabbatical Leave after five years employment. Refer to clause (e) Sabbatical Leave and Expenses.

(e) Sabbatical Leave and Expenses

(i) At the completion of every five years (from the operative date of the Award variation that inserts this Appendix), may accrue 65 working days leave (pro-rata dependant on hours of employment) for the purpose of participating in professional development programs. Dental Officers cannot accrue more than 65 days and must apply to the Director and Clinical Director to undertake such leave. Leave will be granted taking, into account the needs of the service and the continuation of service delivery as well as the needs of the dental officer in undertaking the professional development program.

PROVIDED All leave and entitlements will be calculated according to the hours worked by the dental officer.

(ii) Level 3 Dental Officers will have no further entitlement to study or

professional development leave or allowances during the year in which they take Sabbatical Leave and consideration may be given to roll up their Professional Develop entitlements over two years to support their Sabbatical expenses.

Dental Officers in Level 4 and above will receive Sabbatical Leave in addition to their annual Professional Development entitlement.

(iii) Dental Officers who undertake an approved Sabbatical Leave program will be entitled to the following every 5 years:

(1) Actual cost of travel expenses up to the value of an around-the-world economy airfare;

(2) Expenses at the rate prescribed in this Award for up to 65 working days with appropriate inclusion of weekends, or in the absence of such prescription, an allowance approved by the Head of Agency.

5. MOTOR VEHICLE ENTITLEMENTS

Full time Dental Officers Levels 4, 5 and 6 will be entitled to the official and private use of a fully maintained motor vehicle with private number plates of a type approved by the Government from time to time.

6. MISCELLANEOUS

(a) Overtime Payments Not Payable

Oral Health Services Tasmania must ensure that clients are treated in a timely and appropriate manner. From time to time, additional effort is required to reduce waiting times and waiting lists of adult clients. Oral Health Services Tasmania reserves the right to provide after hours services for which dental officers will be paid a fee-for-service. This fee-for-service is in lieu of an overtime payment and is based on the Department of Veterans' Affairs Schedule of Dental Fees.

(b) Availability and Recall

Dental Officers will be entitled to Availability and Recall under Clause 6 (Availability and Recall) Part VII of this Award.

APPENDIX 12 – PURCHASED LEAVE SCHEME SALARY TABLES

Purchased Leave Scheme salary tables as follows:

General Stream (except for Health Services Officers)

Band	PLS Salary effective from 12/12/2013	PLS Salary effective from 11/12/2014	PLS Salary effective from 10/12/2015
B1-R1-1	$36,848	$37814	$38779
B1-R1-2			
B1-R1-3	$39,675	$40641	$41606
B1-R1-4			
B1-R2-1			
B1-R2-2	$42,499	$43465	$44430
B1-R2-3			
B1-R2-4	$45,099	$46064	$47030
B1-R2-5		$46295	$47732
Promotion			
B2-R1-1			
B2-R1-2	$47,486	$48452	$49421
B2-R1-3	$48,384	$49352	$50338
B2-R1-4	$49,315	$50302	$51308
B2-R1-5	$50,553	$51563	$52595
B2-R1-6		$51821	$53385
Promotion			
B3-R1-1			
B3-R1-2	$53,468	$54538	$55629
B3-R1-3	$54,535	$55626	$56739
B3-R1-4	$55,589	$56701	$57835
B3-R1-5	$57,033	$58173	$59337
B3-R1-6		$58464	$60230
Promotion			
B4-R1-1	$58,812		
B4-R1-2	$59,882	$61079	$62301
B4-R1-3	$61,440	$62669	$63922
Advancement Assessment Point			
B4-R2-1	$63,092	$64353	$65640
B4-R2-2	$64,158	$65442	$66751
B4-R2-3	$65,828	$67145	$68488
B4-R2-4	$68,006	$69366	$70754
B4-R2-5		$69713	$71818
Promotion			

B5-R1-1			
B5-R1-2	$71,988	$73427	$74896
B5-R1-3	$73,794	$75270	$76776
Advancement Assessment Point			
B5-R2-1		$75647	$77884
B5-R2-2			$78608
	Promotion		
B6-R1-1	$76,994		
B6-R1-2	$79,134	$80717	$82331
B6-R1-3	$80,717	$82331	$83977
Advancement Assessment Point			
B6-R2-1	$83,402	$85070	$86771
B6-R2-2	$85,542	$87253	%88998
B6-R2-3	$87,091	$88833	$90609
B6-R2-4	$88,659	$90433	$92241
B6-R2-5		$90884	$93427
Promotion			
B7-R1-1	$91,619		
B7-R1-2	$94,103	$95985	$97905
Advancement Assessment Point			
B7-R2-1	$95,985	$97905	$99863
B7-R2-2	$97,905	$99863	$101860
B7-R2-3		$100362	$103093
Promotion			
B8-R1-1	$100,517		
B8-R1-2	$102,527	$104578	$106669
Advancement Assessment Point			
B8-R2-1	$104,578	$106669	$108803
B8-R2-2	$108,248	$110413	$112621
B8-R2-3		$110965	$113909
Promotion			
B9-R1-1	$119,476		
B9-R1-2	$125,450	$127960	$130519
B9-R1-3	$131,423	$134051	$136732
B9-R1-4	$137,397	$140145	$142948
B9-R1-5		$140846	$144388
Promotion			
B10-R1-1	$140,915		
B10-R1-2	$147,960	$150919	$153937
B10-R1-3	$155,005	$158105	$161267
B10-R1-4	$162,050	$165292	$168598
B10-R1-5	$36,848	$166118	$170165

Health Services Officers

HSO	PLS Salary 12/12/2013	PLS Salary 11/12/2014	PLS Salary 10/12/2015
HSO 2-1			
HSO 2-2	$40,336	$41,301	$42,267
HSO 2-3	$40,828	$41,794	$42,759
HSO 2-4	$41,543	$42,508	$43,474
HSO 2-5		$42,720	$44,122
Promotion			
HSO 3-1	$42,120		
HSO 3-2	$42,580	$43,546	$44,511
HSO 3-3	$43,062	$44,028	$44,993
HSO 3-4		$44,248	$45,665
Promotion			
HSO 4-1	$44,029		
HSO 4-2	$44,632	$45,598	$46,563
HSO 4-3	$46,027	$46,993	$47,958
HSO 4-4		$47,227	$48,675
Promotion			
HSO 5-1	$47,486		
HSO 5-2	$48,384	$49,352	$50,338
HSO 5-3	$49,315	$50,302	$51,308
HSO 5-4	$50,553	$51,563	$52,595
HSO 5-5		$51,821	$53,385