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TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984
s.23 application for award or variation of award

Australian Municipal, Administrative, Clerical and Services Union
(T6788 of 1997)

COMMUNITY SERVICES AWARD

Award variation - insertion of carer's leave clause - consequential amendments - vary hours, shiftwork, overtime - consent matter - application granted - award varied - operative 27 March 1997

ORDER BY CONSENT -

**No. 2 of 1997
(Consolidated)**

A NEW CLAUSE 13 IS INSERTED INTO THIS AWARD, CONSEQUENTIAL RENUMBERING OF THE FOLLOWING CLAUSES, CLAUSE 18 OF THIS AWARD IS VARIED AND THE AWARD IS CONSOLIDATED:

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1. TITLE

This award shall be known as the "Community Services Award".

2. SCOPE

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

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- (iv) the occupations of cleaner, groundkeeper, caretakers, domestic workers, cook, laundry hand, clerk, driver, shop assistant or registered or enrolled nurse however so titled.

3. ARRANGEMENT

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4. DATE OF OPERATION

This award shall come into operation on and from 27 March 1997.

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5. SUPERSESSION AND SAVINGS

This award incorporates and supersedes the Community Services Award No. 2 of 1995 (Consolidated), No. 1 of 1996, No. 2 of 1996, No. 3 of 1996, No. 4 of 1996 and No. 1 of 1997.

PROVIDED that no right, obligation or liability incurred or accrued under any of the abovementioned provisions shall be affected by the replacement and supersession.

PROVIDED FURTHER that nothing in this award shall be deemed or construed to reduce the salary or allowance any employee was receiving prior to the date of operation of this award or alter unfavourably the terms or conditions of employment operating at the date hereof.

6. PARTIES AND PERSONS BOUND

Unless otherwise specified, this award shall have application to and be binding upon:

- (a) all employers (whether members of a Registered Organisation or not) who are engaged in the industry specified in Clause 2 - Scope;
- (b) all employees (whether members of a Registered Organisation or not) for whom classifications appear in this award and who are employed in the industry specified in Clause 2 - Scope;
- (c) the following organisations of employees in respect of whom award interest has been determined:
 - (i) the Australian Municipal, Administrative, Clerical and Services Union, and the officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope.
 - (ii) the Health Services Union of Australia, Tasmania No. 1 Branch, and the officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope.
- (d) the following organisation of employers in respect of whom award interest has been determined:
 - (i) the Community Services Employer Organisation (Tasmania), and the officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope.
 - (ii) the Tasmanian Chamber of Commerce and Industry Limited.

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7. DEFINITIONS

(a) GENERAL

Description of Work

'Action' means the smallest component of work.

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

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

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

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

General Definitions

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

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

'Contribute' means to help bring about, supply.

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

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

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

Direction:

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

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

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

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

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

'Element' means a component, part of.

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

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

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

Experience: (including paid and volunteer work)

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

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

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

'Extensive' means large, far reaching, comprehensive.

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

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

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

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

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

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

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

'Interpret' means to clarify or explain, translate.

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

Knowledge:

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

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

'Working knowledge' means sufficient to perform function.

'Sound knowledge' means well founded, reliable.

'Comprehensive knowledge' means embracing a wide range.

'Detailed knowledge' means complete.

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

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

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

'Major' means greater, more important.

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

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

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

'Minor' means smaller, subordinate.

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

'Monitor' means check on a regular basis.

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

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

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

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

'Objective' means goal, purpose, end.

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

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

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

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

'Practice' means habitual action, method.

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

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

'Professional judgement' means the application of specialised/professional knowledge and experience in defining objectives, solving problems, establishing guidelines, reviewing the work of others, interpreting results and providing and assessing advice or

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recommendations and other matters which have an element of latitude or decision making.

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

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

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

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

'Regulatory' means to control, to rule.

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

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

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

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

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

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

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

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

Supervision:

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

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

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

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

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

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

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

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

'Utilise' means to make use of.

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

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

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

(b) CLASSIFICATION STANDARDS

COMMUNITY SERVICES WORKER LEVEL 1

Qualifications, Training and Experience

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

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Characteristics of the Level

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

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

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

Requirements of the Job

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

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

Indicative Tasks and Functions

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

Responsibility

An employee at this level:

- * works under close direction, receiving specific instructions on requirements and methods; direction is task and outcome oriented;
- * works under regular immediate supervision, work in progress may be subject to checking and outcomes are closely monitored;

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- * exercises limited initiative/judgement within established practices, procedures and/or guidelines. Problem solving and freedom to act is limited by established practices, procedures and/or guidelines.

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

COMMUNITY SERVICES WORKER LEVEL 2

Qualifications, Training and Experience

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

Characteristics of the Level

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

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

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

Requirements of the Job

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

- * sound knowledge of work activities performed within the workplace;
- * sound knowledge of procedural/operational methods of the workplace;
- * working knowledge of statutory requirements relevant to the workplace;
- * ability to apply computing concepts.

Indicative Tasks and Functions

- * Performs a range of activities in a defined area and/or is responsible for a collection of activities within the workplace.

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- * Provides client support services, including provision of basic information and (external) referral services on an individual, group or community basis.
- * Assists or participates in activities which require the adaptation/interpretation of practices, procedures or guidelines, under the guidance of higher classified employees.

Responsibility

An employee at this level:

- * works under general direction in the application of well established practices, procedures and/or guidelines, receiving instruction on broad aspects of the work, with detailed instruction limited to complex or unusual features;
- * works under general supervision, with work subject to checking on completion of tasks, monitoring of outcomes and progress checking only in respect of complex or unusual tasks/situations;
- * exercises initiative/judgement and has freedom to act within established practices, procedures and/or guidelines;
- * works under the immediate supervision of a higher classified employee and assistance is available when problems occur;
- * may oversee or provide guidance to lower classified employees and/or volunteers;
- * may be required to remain on the premises without an immediate supervisor present, including overnight in either a shift work or sleepover capacity. During this period the employee shall work within established guidelines, practices and procedures. Advice and assistance would be readily available from senior employees. In such circumstances an employee would not be expected to perform duties or exercise discretion at the level of a higher classified position.

The employee shall not be required to perform duties of a non-routine nature, such as crisis support or emergency assistance.

COMMUNITY SERVICES WORKER LEVEL 3

Qualifications, Training and Experience

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

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Characteristics of the Level

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

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

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

Requirements of the Job

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

- * comprehensive knowledge of activities performed within the organisation;
- * sound knowledge of policies and procedures of the organisation;
- * developing professional or specialised knowledge;
- * working knowledge of guidelines or statutory requirements relevant to the organisation.

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

Indicative Tasks and Functions

- * Undertake responsibility for various activities in a specific area.
- * Exercise responsibility for a function within the organisation.
- * Provide extensive client services within a specific area.
- * Undertake basic assessment and case management duties within established guidelines.
- * Plan and co-ordinate client services, including training.
- * Participate in the adaptation, modification and interpretation and development of practices, procedures and guidelines within a team or under the guidance of higher classified employees.

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- * Co-ordinate elementary service programmes, or a single programme, at a more complex level under guidance of a more higher classified employee.
- * Employees required to perform specialised functions at this level would undertake at least some of the following:
 - undertake some minor phase of a broad or more complex assignment;
 - provide assistance to higher classified employees;
 - perform duties of a specialised or professional nature;
 - provide a range of information services;
 - plan and co-ordinate elementary community-based projects or programmes;
 - perform moderately complex functions, including social planning, demographic analysis, survey design and analysis.

Responsibility

An employee at this level:

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

COMMUNITY SERVICES WORKER LEVEL 4

Qualifications, Training and Experience

- * Relevant Degree with relevant experience; or
- * Associate Diploma with considerable experience; or
- * Lesser formal qualifications with substantial years of relevant experience; or

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- * Attainment through previous appointments, service and/or study, an equivalent level of skills to undertake a range of activities.

Characteristics of the Level

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

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

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

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

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

Requirements of the Job

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

- * sound knowledge of statutory requirements relevant to the work;
- * comprehensive knowledge of organisation policies and activities and the role of the organisation and its services and/or functions;
- * specialists require an understanding of the underlying principles in a relevant discipline.

Indicative Tasks and Functions

- * Undertake activities which may require the employee to exercise judgement and/or contribute critical knowledge and skills where procedures are not clearly defined.
- * Perform duties of a specialised nature requiring the development of expertise over time or previous knowledge.
- * Identification of specific or desired performance outcomes.

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- * Contribute to interpretation and development of policies and practices in areas of work for which there are no clearly established procedures.
- * Provide assistance on grant applications, including research or collection of data.
- * Undertake a wide range of activities or functions associated with programme or service delivery within a single programme or a limited range of closely related programmes.
- * Recruit, train, co-ordinate volunteers in a single programme.
- * Perform duties related to the management of a local service organisation including input into budgets, strategic planning and policy development and implementation.
- * Where the primary responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - liaise with other specialists at a technical level;
 - discuss techniques, procedures and/or results with clients on straightforward matters;
 - lead a team within a specialised project;
 - provide reference, research and/or technical information services;
 - carry out a variety of activities in the organisation requiring initiative and judgement in the selection and application of established principles, techniques and methods;
 - under limited direction undertake tasks of a specialised, novel, complex and/or critical nature;
 - perform a range of planning functions which may require knowledge of statutory and legal requirements;
 - participate in the planning and co-ordination of a community programme of a complex nature, including development, implementation and evaluation.

Responsibility

An employee at this level:

- * works under broad direction, from higher classified employee (or committee or board in the case of a co-ordinator/manager) with instructions related to established objectives, policies and procedures;
- * may work under professional supervision; operates independently with limited reporting;

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- * exercises considerable initiative, discretion or professional judgement and has a high degree of responsibility for service delivery within the constraints of organisational policy;
- * participates in the development of practices, procedures and policies;
- * provides supervision within the limits of skill and experience.

An employee engaged to exercise extensive functions related to the management of an organisation without reference to a higher classified employee shall be engaged at this level.

A Community Services Worker Level 4 may co-ordinate/manage a single programme service or a small local community service with a limited range of related programmes, including the exercise of management functions.

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

COMMUNITY SERVICES WORKER LEVEL 5

Qualifications, Training and Experience

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

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

Characteristics of the Level

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

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

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

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Employees at this level will be required to provide specialist advice to employees classified at a lower level.

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

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

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

Requirements of the Job

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

- * comprehensive knowledge of statutory requirements relevant to the work;
- * detailed knowledge of organisation activities, programmes, policies and of the role, structure and services of the organisation;
- * sound specialised knowledge.

Indicative Tasks and Functions

- * Responsibility for a range of functions within the organisation requiring a high level of knowledge and skills.
- * Undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration.
- * Undertake a minor phase of a broad or more complex specialised assignment.
- * Assist with the preparation of, or prepare organisation or programme budgets in liaison with management.
- * Set priorities and monitor workflow in the areas of responsibility.
- * Provide specialist advice to employees classified at lower levels.
- * Operate as a specialist officer in the relevant discipline where decisions made and taken rest with the employees without reference to a higher classified employee.
- * Recruit, train, co-ordinate volunteers in a number of programmes.
- * Plan, develop, co-ordinate and administer the operation of a service with a range of related programmes, including financial management and reporting.

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- * May be required to participate in the recruitment and selection of staff.
- * Where the prime responsibility lies in specialist services, employees at this level would undertake at least some of the following:
 - under limited direction, undertake a variety of tasks of a specialised, novel, complex and/or critical nature;
 - provide reports on progress of programme activities including recommendations;
 - exercise specialised judgement;
 - carry out planning studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;
 - exercise a high level of interpersonal skills in dealing with the public and other organisations;
 - plan, develop, implement and/or operate a community service organisation within limits of responsibility and skills.

Responsibility

An employee at this level:

- * works under broad direction from a higher classified employee or a committee or board of management, with instructions in the form of broadly stated objectives and policies;
- * may work under professional supervision and accountability is by way of reporting to higher classified employees or committee/board;
- * has a high degree of responsibility for effective service delivery in moderately complex programmes or for the organisation;
- * exercises considerable initiative and professional judgement in relation to development and implementation of practices, procedures and policies;
- * may be involved in management functions related to the development and evaluation of work organisation, organisational goals and objectives;
- * may manage a single programme service or organisation, or a service with a limited range of programmes, that may include specialist services.

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

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COMMUNITY SERVICES WORKER LEVEL 6

Qualifications, Training and Experience

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

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

Characteristics of the Level

A person employed as a Community Services Worker Level 6 shall undertake a range of functions for which operational policies, practices and guidelines may need to be developed. An employee at this level may exercise managerial functions within an organisation or operate as a specialist, either as a member of a specialist team or independently.

General features of this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation or a section thereof, assist with or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programmes and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation.

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

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

Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and

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motivate employees. Employees will be required to understand and implement effective employees' management and personnel practices.

Positions at this level may be identified by:

- * impact of activities undertaken or achievement of stated outcomes/objectives for the work area;
- * the level of responsibility for decision making;
- * the exercise of judgement;
- * delegated authority; and
- * the provision of expert advice.

Requirements of the Job

- * Comprehensive, detailed knowledge of organisation programmes, procedures and policies, relevant work practices and the structure, functions and long term goals of the organisation.
- * Comprehensive professional or specialist knowledge.
- * Comprehensive knowledge of management practices and principles.

Indicative Tasks and Functions

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

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- * Provide a consultancy service for a range of activities and/or to a wide range of clients.
- * Where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:
 - provide support to a range of activities or programmes;
 - control and co-ordinate projects;
 - contribute to the development of new procedures and methodology;
 - provide expert advice/assistance relevant to the work area;
 - supervise on occasions other specialised employees;
 - provide consultancy services for a range of activities.

Responsibility

An employee at this level:

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

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

COMMUNITY SERVICES WORKER LEVEL 7

Qualifications, Training and Experience

- * Qualifications generally beyond those normally acquired through a degree course, and experience in the field of specialist expertise; or
- * Substantial post graduate experience; or
- * Lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or

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- * Attained through previous appointments, service and/or study, a level of skills sufficient to perform the duties of the position.

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

Characteristics of the Level

A person employed as a Community Services Worker Level 7 shall exercise managerial responsibility for an organisation. In addition, employees may operate as a senior specialist providing multi functional advice to other professional employees, the employer, committee or board of management.

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

Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or about external organisations such as government policy.

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

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

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

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

Requirements of the Job

- * Detailed knowledge of policy, programmes, guidelines, procedures and practices of the organisation and external bodies.
- * Detailed knowledge of statutory requirements.
- * Detailed knowledge of relevant aspects of the industry of community social welfare services and government policy.

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- * Detailed professional knowledge, including an appropriate knowledge of principles and practices of effective management and work organisation.

Indicative Tasks and Functions

- * Undertake work of significant scope and complexity.
- * Undertake duties of innovative, novel and/or critical nature with little or no professional direction.
- * Undertake functions across a range of administrative, specialist or operational areas which include specific programmes or activities, management of services delivery and the provision of high level advice.
- * Provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external.
- * Manage extensive programme organisation with responsibility for service delivery at multiple worksites.
- * Administer complex policy and programme matters.
- * Evaluate and develop/revise methodology and techniques with the organisation. The application of high level analytical skills in the attainment and satisfying of organisational objectives.
- * Where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:
 - contribute to the development of operational policy;
 - assess and review the standards of work of other professional personnel/external consultants;
 - initiate and formulate organisational programmes;
 - implement organisational objectives within corporate goals;
 - develop and recommend ongoing plans and programmes;
 - negotiate on behalf of and represent the organisation at a high level, including with other organisations, peak bodies, national organisations and government;
 - significant input into research and development of programmes, policies and strategic planning on an industry-wide basis.

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Responsibility

An employee at this level:

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

8. WAGE RATES

- (a) An employee appointed or promoted to a position within a level prescribed by this award shall be paid at the salary rate determined for that level by reference to the relevant classification standards as set out in Clause 7 - Definitions, subclause (b) - Classification Standards.

	Base Rate Relativit y %	Base Rate \$	Safety Net Adjustment \$	Weekly Wage Rate \$
Level 1				
Grade 1	90	375.50	24.00	399.50
Grade 2	95	396.30	24.00	420.30
Level 2				
Grade 1	100	417.20	24.00	441.20
Grade 2	105	438.10	24.00	462.10
Level 3				
Grade 1	110	458.90	24.00	482.90
Grade 2	115	479.80	24.00	503.80
Grade 3	125	521.50	24.00	545.50
Level 4	135	563.20	24.00	587.20
Level 5	145	604.90	24.00	628.90
Level 6	160	667.50	24.00	691.50
Level 7	180	751.00	24.00	775.00

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(b) Operative Date

The amount appearing in the column headed Base Rate is effective from the first full pay period commencing on or after 1 January 1996.

The amount appearing in the column headed 'Safety Net Adjustment', is effective from the first full pay period commencing on or after 14 February 1997.

(c) Entry Level and Progression

An employee holding an Associate Diploma shall commence at Level 3 Grade 1.

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

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

(d) Calculation of Rates

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

(e) Supported Wage System

(i) Eligibility Criteria

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

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

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

(ii) For the purposes of this subclause:

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

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

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

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

(iii) Supported Wage Rates

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

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

PROVIDED that the minimum amount payable shall be not less than \$45 per week.

(iv) Assessment of Capacity

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

- (1) the employer and a union party to the award, in consultation with the employee or, if desired by any of these;

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(2) the employer and an accredited Assessor from a panel agreed by the parties to the award and the employee.

(v) Lodgment of Assessment Instrument

(1) All assessment instruments under the conditions of this subclause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Tasmanian Industrial Commission.

(2) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the award, is not a party to the assessment, it shall be referred by the Registrar of the Tasmanian Industrial Commission to the union by certified mail and shall take effect unless an objection is notified to the Registrar of the Tasmanian Industrial Commission within 10 working days.

(vi) Review of Assessment

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

(vii) Other Terms and Conditions of Employment

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

(viii) Workplace Adjustment

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

(ix) Trial Period

(1) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this subclause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

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- (2) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined in accordance with paragraphs (iv) and (v).
- (3) The minimum amount payable to the employee during the trial period shall be no less than \$45 per week or such greater amount as is agreed from time to time between the parties.
- (4) Work trials should include induction or training as appropriate to the job being trialed.
- (5) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under paragraph (iii) hereof.

9. AGGREGATION OF PAYMENTS

By mutual agreement negotiated after engagement in accordance with Clause 28 - Structural Efficiency and Enterprise Flexibility, wages, shift loadings, on-call and sleepover allowances may be aggregated into a total weekly wage.

10. ANNUAL LEAVE

(a) Annual Leave

(i) Standard Leave

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

(ii) Shift Work Leave

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

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

(c) Leave to be Taken

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

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(d) Proportionate Leave on Termination of Service

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

(e) Annual Leave Exclusive of Public Holidays

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

(f) Leave Loading

(i) A shift worker (as defined) shall be paid during a period of recreation leave an allowance of 17.5% of ordinary wages or projected shift roster payments, whichever is the greater. Projected shift roster payments shall include allowances prescribed in Clause 18 - Hours, Shift Work, Overtime, subclause (b)(ii) and (iii), and Clause 27 - Sleepover, subclause (c)(i), which would have been paid had the employee not been on recreation leave.

(ii) Employees other than shift workers (as defined) shall be paid during a period of recreation leave an allowance of 17.5% of ordinary wages.

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

'Shift worker' shall mean an employee who regularly works in accordance with a roster which falls outside the ordinary hours as described in Clause 18 - Hours, Shift Work, Overtime, subclause (a)(i).

(g) Broken Leave

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

(h) Sickness During Leave

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

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11. BEREAVEMENT LEAVE

(a) Death

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

(b) Proof of such death shall be furnished by the employee to the satisfaction of his/her employer. Provided however, that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

(c) Other

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

(d) Definition

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

12. BLOOD DONORS

(a) Paid Absence

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

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

(b) Notification

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

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(c) Proof of Attendance

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

13. CARER'S LEAVE

(a) Paid Carer's Leave

- (i) In accordance with this subclause, an employee is entitled to use up to a maximum of five days per annum of any current or accrued sick leave entitlement provided for at Clause 26 - Sick Leave of the award for absences to provide care and support for either members of their immediate family or household who need their care and support when they are ill.

For the purposes of this clause part-time employees, who are not in receipt of a loading in lieu of entitlements as specified in Clause 31 - Terms of Employment, subclause (d) - Part-time Employees shall be entitled to use up to a maximum of one week of any current or accrued sick leave entitlements per annum.

Where a part-time employee's hours of work are not constant the employee's entitlement to carer's leave shall be based on the average number of weekly hours worked by the employee during the 12 month period immediately preceding the commencement of the relevant period of carer's leave or the employee's actual period of service if less than 12 months.

Leave may be taken for part of a single day.

- (ii) If required the employee must establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person.
- (iii) The entitlement to use sick leave in accordance with this subclause is subject to the person being either:
- (1) a member of the employee's immediate family, or
 - (2) a member of the employee's household.

The term '**immediate family**' includes:

- (A) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and

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- (B) child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including foster parent, step parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse of the employee.
 - (iv) Where practicable the employee must give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and the person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
 - (v) In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.
- (b) Unpaid Carer's Leave
- (i) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family or household member who is ill.
 - (ii) A part-time employee in receipt of a loading in lieu of entitlements to paid leave as specified in Clause 31 - Terms of Employment, subclause (d) - Part-time Employees shall be entitled to take a maximum of one week's unpaid carer's leave per annum.

Where a part-time employee's hours of work are not constant the employee's entitlement to unpaid carer's leave shall be based on the average number of weekly hours worked by the employee during the 12 month period immediately preceding the commencement of the relevant period of carer's leave or the employee's actual period of service if less than 12 months.

(c) Grievance Process

Clause 15 - Disputes and Grievance Procedures of the award also applies to a dispute about the effect or operation of this clause.

14. CONSULTATION - PROCEDURES, CHANGE, REDUNDANCY

- (a) The parties to this award are committed to co-operating positively to increase the efficiency and productivity of those establishments covered by Clause 2 - Scope, and to enhance the career opportunities and job security of employees in these establishments.
- (b) At each enterprise or establishment the employer and the employees shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or establishment. At the request of member(s), the relevant union(s) shall be entitled to participate in the consultative mechanism and

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procedures. Measures raised by the employer, employees or union or unions for consideration consistent with the objectives of subclause (a) herein shall be processed through that consultative mechanism and procedures.

(c) Introduction to Major Change

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

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

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

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

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

(e) Redundancy

In the case of a position becoming redundant:

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

For this purpose a statutory declaration will be sufficient.

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

(iv) Advice to Employees

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

(f) Funding

(i) Where the employer is aware that funds or funding is insufficient to guarantee continuous paid employment, the employer shall notify the employees concerned and the union, and shall meet with the employees concerned and the union to discuss measures to avert or mitigate adverse consequences for the employees.

(ii) By mutual agreement, measures may include but shall not be limited to leave without pay, a temporary reduction in hours or alternative duties.

(iii) The provisions above shall not limit the rights nor entitlements of the employee or employer under other relevant clauses of the award, including Clause 14 - Consultation - Procedures, Change, Redundancy and Clause 15 - Disputes and Grievance Procedures.

15. DISPUTES AND GRIEVANCE PROCEDURES

(a) Employee Grievance

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

(i) in the first instance, the employee shall attempt to resolve the grievance with his/her immediate supervisor or employer;

(ii) where such an attempt at settlement has failed, or where the grievance is of such a nature that direct discussion with the immediate supervisor would be inappropriate, the employee may notify an authorised representative of the union. The union may take the matter up with the employer and a meeting

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shall be arranged to take place as soon as practical after notification to the employer of the grievance.

(b) Employee Counselling and Disciplinary Procedures

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

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

(c) Employee Counselling

(i) First Meeting

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

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

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

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

- (iv) Second Meeting

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

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

- (d) Disputes Concerning a Written Warning

- (i) Written Warning

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

The warning shall:

- (1) outline the employer's concerns and the facts relied on to justify the warning;
- (2) outline the change in conduct or performance required;
- (3) give the employee a reasonable and specified period to change performance or conduct; and
- (4) outline the action proposed if conduct or performance is not changed.

Include a copy of this clause. A copy of the warning sent promptly to the union office, in the case of union members, if requested by the employee.

- (ii) Where such a written warning has been provided to the union, the employer shall give the union reasonable opportunity to meet with the employer to discuss any concerns the union may have relating to the warning before dismissal action is taken, provided employer decision-making on dismissal is

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not unduly delayed. Such meeting shall normally comprise a balanced number of employer and union representatives. At that meeting the parties shall make a genuine attempt to resolve the problem other than by dismissal.

(e) **Disciplinary Action and Termination of Employment**

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

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

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

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

16. FIRST AID

Allowance

An employee who holds a current first aid certificate issued by the St John Ambulance Association or Australian Red Cross Society or equivalent qualification, and who is required by his/her employer to perform first aid duty at his/her work-place shall be paid an allowance of \$7.70 per week.

17. HOLIDAYS WITH PAY

An employee shall be entitled to the following holidays without deduction in pay: New Years Day, Australia Day, Hobart Regatta Day (south of Oatlands), 8-Hour or Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day (as defined), Christmas Day, Boxing Day, or such other day or days as may be proclaimed in their stead as a general public holiday within the area within which employee's place of work is situated.

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

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18. HOURS, SHIFT WORK, OVERTIME

(a) Hours of Work

(i) Ordinary Hours

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

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

By mutual agreement ordinary hours may be worked between 8.00am and 10.00pm **PROVIDED:**

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

(ii) Maximum Hours

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

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

(b) Shift Work

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

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

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

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

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- (iii) Ordinary hours of shift work may be rostered Monday to Sunday inclusive, **PROVIDED** that:
 - (1) payment for work performed on a Saturday shall be at the rate of time and a half;
 - (2) payment for work performed on a Sunday shall be at the rate of double time;
 - (3) payment for work performed on a Public Holiday shall be at the rate of double time and a half.

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

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

- (iv) Ordinary hours of shift work shall not be less than four and not more than fourteen in each shift and shall be worked between midnight Sunday and midnight Friday. Any hours outside these hours shall be deemed overtime.

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

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

In either case time worked beyond that specified above shall be deemed overtime.

- (v) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 8 consecutive hours off duty between the work of successive shifts. Where an employee works overtime between the end of a rostered period of duty and the commencement of the next rostered period of duty, such that the employee would not have at least 8 consecutive hours off duty, the employee shall be released after completion of such overtime worked until he/she has had eight consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (vi) An employee shall not be required to work a shift in two or more periods, **PROVIDED** that a shift that is worked between 6.00am and 10.00pm may be worked in two periods with the agreement of the employee. The break between period shall not exceed 4 hours.

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(c) Overtime

(i) Time worked outside or in excess of ordinary hours of work agreed with the authorisation of the employer shall be paid at the rate of time and a half for the first two hours and double time thereafter, **PROVIDED** that overtime shall be paid at the rate of double time if:

- (1) an employee returns to work without having had at least eight hours break between each day's work;
- (2) a shift worker returns to work without having had at least a break of 96 hours in any fortnight taken in no more than two periods; or
- (3) it is worked after 10.00pm Monday to Saturday.

(ii) Overtime worked on weekends or public holidays shall be paid at a minimum of two hours on each day (whether the full two hours is worked or not) at the following rates:

Sundays - double time.
Public holidays - double time and a half.

(iii) Time Off in Lieu

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

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

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

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

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

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

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

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

(d) Make Up Time

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

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

(e) Rostered Days Off

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

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

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

19. LEAVE WITHOUT PAY

- (a) Employer's Discretion

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

- (b) Continuity of Service

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

20. MEAL BREAK AND MEAL ALLOWANCE

- (a) Meal Break

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

- (b) Meal Allowance

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

- (c) Rate of allowance shall be \$10.00.

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21. NOTICE BOARD

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

22. NOTIFICATION OF AWARD

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

23. ON CALL AND RECALL

(a) On Call Allowance

(i) Ordinary Rates

An employee required to be on call (i.e.) available to be recalled for duty or available for 'telephone duty' shall be paid an allowance of \$15.00 in respect of any specified 24 hour period or part thereof during which the employee is on call during the period commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday.

(ii) Weekend

The allowance shall be \$30.00 in respect of any other 24 hour period or part thereof.

(b) Recall

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

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

(c) Telephone Duty

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

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

24. PARENTAL LEAVE

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

PART A - MATERNITY LEAVE

(a) Nature of Leave

Maternity leave is unpaid leave.

(b) Definitions

For the purpose of this part:

'Employee' includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

'Paternity leave' means leave of the type provided for in Part B - Paternity Leave.

'Child' means a child of the employee under the age of one year.

'Spouse' includes a de facto or a former spouse.

'Continuous service' means service under an unbroken contract of employment and includes:

- (i) any period of leave taken in accordance with this clause;
- (ii) any period of part-time employment worked in accordance with this clause; or
- (iii) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for Maternity Leave

- (i) An employee who becomes pregnant, upon production to her employer of the certificate required by subclause (d) hereof, shall be entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

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- (ii) Subject to subclauses (f) and (i) hereof the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.
- (iii) The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

(d) Certificate

At the time specified in subclause (e) hereof the employee must produce to her employer:

- (i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
- (ii) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

(e) Notice Requirements

- (i) An employee shall, not less than ten weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in subclause (d)(i).
- (ii) An employee shall give not less than four weeks notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, produce to her employer the statutory declaration referred to in subclause (d)(ii).
- (iii) An employer by not less than 14 days notice in writing to the employee may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.
- (iv) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraph (ii) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(f) Transfer to a Safe Job

Where 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 shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

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If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (j), (k), (l) and (m) hereof.

(g) Variation of Period of Maternity Leave

- (i) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under subclause (c) hereof:
 - (1) the period of maternity leave may be lengthened once only by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened;
 - (2) the period may be further lengthened by agreement between the employer and the employee.
- (ii) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(h) Cancellation of Maternity Leave

- (i) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
- (ii) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed 4 weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(i) Special Maternity Leave and Sick Leave

- (i) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:
 - (1) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or
 - (2) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.
- (ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a

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registered medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under subclause (c) hereof.

- (iii) For the purposes of subclauses (j), (k) and (l) hereof, maternity leave shall include special maternity leave.
- (iv) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (f) hereof, to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available, which the employee is qualified for and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

(j) Maternity Leave and Other Leave Entitlements

- (i) Provided the aggregate of any leave including leave taken under this part, does not exceed the period to which the employee is entitled under subclause (c) hereof, an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.
- (ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.

(k) Effect of Maternity Leave on Employment

Subject to this part, notwithstanding any award or other provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(l) Termination of Employment

- (i) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.
- (ii) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

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(m) Return to Work After Maternity Leave

- (i) An employee shall confirm her intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (ii) An employee, upon returning to work after maternity leave or the expiration of the notice required by paragraph (i) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (f) hereof, to the position which she held immediately before such transfer or in relation to an employee who has worked part-time during the pregnancy the position she held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

(n) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- (ii) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this part, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (iv) Nothing in this part shall be construed as requiring an employer to engage a replacement employee.

PART B - PATERNITY LEAVE

(a) Nature of Leave

Paternity leave is unpaid leave.

(b) Definitions

For the purpose of this part:

'Employee' includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

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'Maternity leave' means leave of the type provided for in Part A - Maternity Leave (and includes special maternity leave).

'Child' means a child of the employee or the employee's spouse under the age of one year.

'Spouse' includes a de facto or a former spouse.

'Primary care-giver' means a person who assumes the principal role of providing care and attention to a child.

'Continuous service' means service under an unbroken contract of employment and includes:

- (i) any period of leave taken in accordance with this clause;
- (ii) any period of part-time employment worked in accordance with this clause; or
- (iii) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for Paternity Leave

A male employee, upon production to his employer of the certificate required by subclause (d) - Certification shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (i) an unbroken period of up to one week at the time of confinement of his spouse;
- (ii) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse and shall not be taken concurrently with that maternity leave.

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he proceeds upon either period of leave.

(d) Certification

At the time specified in subclause (e) the employee must produce to his employer:

- (i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date of which the birth took place;
- (ii) in relation to any period to be taken under subclause (c)(ii) hereof, a statutory declaration stating:

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- (1) he will take that period of paternity leave to become the primary care-giver of the child;
- (2) particulars of any period of maternity leave sought or taken by his spouse; and
- (3) for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

(e) Notice Requirements

- (i) The employee shall, not less than ten weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in subclause (d) hereof.
- (ii) The employee shall not be in breach of this subclause as a consequence of failure to give the notice required in paragraph (i) hereof if such failure is due to:
 - (1) the birth occurring earlier than the expected date; or
 - (2) the death of the mother or the child; or
 - (3) other compelling circumstances.
- (iii) The employee shall immediately notify his employer of any change in the information provided pursuant to subclause (d) hereof.

(f) Variation of Period of Paternity Leave

- (i) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under subclause (c) hereof:
 - (1) the period of paternity leave provided by subclause (c)(ii) may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
 - (2) the period may be further lengthened by agreement between the employer and the employee.
- (ii) The period of paternity leave taken under subclause (c)(ii) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

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(g) Cancellation of Paternity Leave

Paternity leave, applied for under subclause (c)(ii) hereof but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

(h) Paternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this part, does not exceed the period to which the employee is entitled under subclause (c) hereof, an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during his absence on paternity leave.

(i) Effect of Paternity Leave on Employment

Subject to this part, notwithstanding any award or other provision to the contrary, absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(j) Termination of Employment

(i) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this award.

(ii) An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(k) Return to Work after Paternity Leave

(i) An employee shall confirm his intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by subclause (c)(ii) hereof.

(ii) An employee, upon returning to work after paternity leave or the expiration of the notice required by paragraph (i) hereof, shall be entitled to the position which he held immediately before proceeding on paternity leave, or in relation to an employee who has worked part-time under this clause to the position he held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, he shall be entitled to a position as nearly comparable in status and pay to that of his former position.

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(l) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.
- (ii) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this part, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (iv) Nothing in this part shall be construed as requiring an employer to engage a replacement employee.

PART C - ADOPTION LEAVE

(a) Nature of Leave

Adoption leave is unpaid leave.

(b) Definitions

For the purpose of this part:

'Employee' includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

'Child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or stepchild of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

'Relative adoption' occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

'Primary care-giver' means a person who assumes the principal role of providing care and attention to a child.

'Spouse' includes a de facto spouse.

'Continuous service' means service under an unbroken contract of employment and includes:

- (i) any period of leave taken in accordance with this clause;

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- (ii) any period of part-time employment worked in accordance with this clause;
or
- (iii) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility

An employee, upon production to the employer of the documentation required by subclause (d) hereof shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (i) an unbroken period of up to three weeks at the time of the placement of the child;
- (ii) an unbroken period of up to 52 weeks from the time of the child's placement in order to be the primary care-giver of the child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. This entitlement of up to 52 weeks shall be reduced by:
 - (1) any period of leave taken pursuant to paragraph (i) hereof; and
 - (2) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he/she proceeds upon such leave in either case.

(d) Certification

Before taking adoption leave the employee must produce to the employer:

- (i)
 - (1) a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
 - (2) a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.
- (ii) In relation to any period to be taken under subclause (c)(ii) hereof, a statutory declaration stating:
 - (1) the employee is seeking adoption leave to become the primary care-giver of the child;
 - (2) particulars of any period of adoption leave sought or taken by the employee's spouse; and

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- (3) for the period of adoption leave the employee will not engage in any conduct inconsistent with his/her contract of employment.

(e) Notice Requirements

- (i) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within two months of such approval, shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.
- (ii) An employee who commences employment with an employer after the date of approval for adoption purposes shall notify the employer thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with that employer immediately preceding the date upon which he/she proceeds upon such leave.
- (iii) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement, give notice in writing to the employer of such date, and of the date of the commencement of any period of leave to be taken under subclause (c)(i) hereof.
- (iv) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under subclause (c)(ii) hereof give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.
- (v) An employee shall not be in breach of this part as a consequence of failure to give the stipulated period of notice in accordance with paragraphs (iii) and (iv) hereof if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

(f) Variation of Period of Adoption Leave

- (i) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under subclause (c) hereof:
 - (1) the period of leave taken under subclause (c)(ii) hereof may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
 - (2) the period may be further lengthened by agreement between the employer and employee.

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- (ii) The period of adoption leave taken under subclause (c)(ii) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Adoption Leave

- (i) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.
- (ii) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

(h) Special Leave

The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

(i) Adoption Leave and Other Entitlements

- (i) Provided the aggregate of any leave, including leave taken under this part, does not exceed the period to which the employee is entitled under subclause (c) hereof, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which he/she is entitled.
- (ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.

(j) Effect of Adoption Leave on Employment

Subject to this part, notwithstanding any award or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(k) Termination of Employment

- (i) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this award.
- (ii) An employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption

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leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(l) Return to Work After Adoption Leave

- (i) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by subclause (c)(ii) hereof.
- (ii) An employee, upon returning to work after adoption leave, shall be entitled to the position held immediately before proceeding on such leave or in relation to an employee who has worked part-time under this clause the position held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee shall be entitled to a position as nearly comparable in status and pay to that of the employee's former position.

(m) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.
- (ii) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this part, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (iv) Nothing in this part shall be construed as requiring an employer to engage a replacement employee.

PART D - PART-TIME WORK

(a) Definitions

For the purposes of this part:

'Male employee' means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.

'Female employee' means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.

'Spouse' includes a de facto spouse.

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'Former position' means the position held by a male or female employee immediately before proceeding on leave or part-time employment under this part whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he/she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.

'Continuous service' means service under an unbroken contract of employment and includes:

- (i) any period of leave taken in accordance with this clause;
- (ii) any period of part-time employment worked in accordance with this clause; or
- (iii) any period of leave or absence authorised by the employer or by the award.

(b) Entitlement

With the agreement of the employer:

- (i) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- (ii) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- (iii) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
- (iv) In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

(c) Return to Former Position

- (i) An employee who has had at least 12 months continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his/her former position.
- (ii) Nothing in paragraph (i) hereof shall prevent the employer from permitting the employee to return to his/her former position after a second or subsequent period of part-time employment.

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

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

(e) Pro Rata Entitlements

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

(f) Transitional Arrangements - Annual Leave

(i) An employee working part-time under this part shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this award, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this part.

(ii) (1) A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this part, in such periods and manner as specified in this award, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

(2) Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

(g) Transitional Arrangements - Sick Leave

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

(h) Part-time Work Agreement

(i) Before commencing a period of part-time employment under this part the employee and the employer shall agree:

(1) that the employee may work part-time;

(2) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;

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- (3) upon the classification applying to the work to be performed; and
 - (4) upon the period of part-time employment.
 - (ii) The terms of this agreement may be varied by consent.
 - (iii) The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
 - (iv) The terms of this agreement shall apply to the part-time employment.
- (i) Termination of Employment
- (i) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.
 - (ii) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.
- (j) Extension of Hours of Work
- An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with subclause (h).
- (k) Nature of Part-time Work
- The work to be performed part-time need not be the work performed by the employee in his/her former position but shall be work otherwise performed under this award.
- (l) Inconsistent Award Provisions
- An employee may work part-time under this clause notwithstanding any other provisions of this award which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:
- (i) limiting the number of employees who may work part-time;

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- (ii) establishing quotas as to the ratio of part-time to full-time employees;
 - (iii) prescribing a minimum or maximum number of hours a part-time employee may work; or
 - (iv) requiring consultation with, consent of or monitoring by a union;
- and such provisions do not apply to part-time work under this clause.

(m) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this part.
- (ii) A replacement employee may be employed part-time. Subject to this subclause, subclauses (e), (f), (g), (h), (i) and (l) of this part apply to the part-time employment of replacement employees.
- (iii) Before an employer engages a replacement employee under this subclause, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (iv) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of subclause (a) hereof.
- (v) Nothing in this part shall be construed as requiring an employer to engage a replacement employee.

25. REST TIME

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

26. SICK LEAVE

- (a) In the event of an employee (other than a casual employee) becoming sick and unfit for duty, he/she shall be entitled to leave of absence without deduction of pay subject to the following conditions and limitations:
 - (i) Worker's Compensation
He/she shall not be entitled to such leave of absence in respect of any period for which he/she is entitled to worker's compensation.
 - (ii) Notification

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

(iii) Proof

He/she shall prove to the satisfaction of the employer that he/she was unable on account of such illness or injury to attend for duty on the days for which sick leave is claimed.

(iv) Period

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

(b) Leave Cumulative

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

(c) Not Payable upon Termination

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

27. SLEEPOVER

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

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

- (i) suitable accommodation and bedding in a single bedroom occupied only by the employee;
- (ii) a bathroom or shower room, a toilet and a meal room, all reasonably accessible from the bedroom and reasonably private;
- (iii) linen, cutlery, crockery and blankets, free of charge to the employee.

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- (b) An employee shall only sleepover under the following conditions:
 - (i) there is an agreement between the employer and employee in respect of each period;
 - (ii) a sleepover period shall consist of a maximum of eight continuous hours within a night shift period of at least 12 hours. A minimum of four hours shall be paid at night shift rates in addition to the sleepover allowance contained in subclause (c) hereunder;
 - (iii) a sleepover period shall count as night shift hours in respect to calculation of overtime entitlements and limitations on shift work in Clause 18 - Hours, Shift Work, Overtime, subclause (b).
- (c)
 - (i) An employee engaged on sleepover shall be paid an allowance of \$15.00 plus payment equivalent to one and a half hours pay that shall be deemed to be remuneration for one hour's work whether or not the employee is disturbed.
 - (ii) Where an employee is required to perform duties during the sleepover period, each disturbance shall be recorded and paid in multiples of one half hour's work.
 - (iii) The payment shall be deemed to be remuneration for one hour's work whether as a single disturbance of a maximum of one hour duration or two disturbances of a maximum of 30 minutes duration. In respect of subsequent disturbances the employee shall be paid for each 30 minutes in which work is performed, whether or not the full 30 minutes are worked, at the appropriate overtime rate.

28. STRUCTURAL EFFICIENCY AND ENTERPRISE FLEXIBILITY

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

The parties commit themselves to the following principles:

- (a) The union is prepared to discuss all matters raised by the employers for increased flexibility and efficiency.
- (b) The parties affirm their in-principle agreement to review the award classification structure and related job definitions against the needs of employers, the work requirements and skill levels of employees in the industry, to generally enable employees to perform a wider range of duties as appropriate.
- (c) The parties will co-operate in the transition to the new classification structure following its approval by the Tasmanian Industrial Commission to ensure an orderly transition and to avoid disputation.

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- (d) The parties commit themselves to the development of career paths in the industry and a system of advancement based upon skills acquisition and enhancement, and will continue to co-operate in the development of training and other measures to introduce such a system.
- (e) The parties are prepared to discuss all structural efficiency matters raised by employers and employees in any individual work site covered by the award, and agreements in accordance with the provisions of this award may be concluded, subject to the following conditions:
 - (i) the employee/s affected by the change must genuinely agree to the change;
 - (ii) the agreement taken as a whole shall not confer a lesser benefit to any employee than is available under the award;
 - (iii) at the request of union members, the relevant union or unions shall be advised by the employer of the intention to commence discussions with employees on an agreement under this clause; and
 - (iv) the relevant union shall not unreasonably oppose any agreement.
- (f) Any such agreement shall be signed by the parties being the employer and the employee/s, and, as applicable, the union/s, and contain the following:
 - (i) the term of the agreement;
 - (ii) the parties covered by the agreement;
 - (iii) the classes of employees covered by the agreement;
 - (iv) the means by which a party may retire from the agreement;
 - (v) the means by which the agreement may be varied;
 - (vi) where appropriate, the means by which disputes arising in respect to the agreement may be resolved.

29. SUPERANNUATION

- (a) Definitions
 - (i) '**Tasplan**' means the superannuation fund established by Trust Deed and Articles of 16 March 1987.
 - (ii) '**Hesta**' means the superannuation fund established by Trust Deed and Articles on 3 June 1987.

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- (iii) **'Union'** means the Australian Municipal, Administrative, Clerical and Services Union.
- (iv) **'Eligible employee'** means a permanent employee engaged under this award; or a casual employee eligible under the provisions of the Superannuation Guarantee Act.
- (v) **'Employer'** means an employer subject to this award.
- (vi) **'Ordinary time earnings'** means the award rate of pay plus any shift loadings but excluding overtime payments.

(b) Fund

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

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

(c) Contributions

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

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

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

30. TELEPHONE ALLOWANCE

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

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31. TERMS OF EMPLOYMENT

(a) Terms of Appointment

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

(iii) Job Description

The employer shall provide job description upon engagement.

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

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

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

(b) Termination

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

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

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

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(iv) Certificate of Service

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

- (a) Employee's Name:
- (b) Period of Employment: From To
- (c) Title of Position:
- (d) Salary Scale:
- (e) Nature of Work:
(including if applicable, details of numbers of other full-time Community Services Officers {or full-time equivalent} supervised by employee)
- (f) Name of Employer:

Signed: (Chairperson or Treasurer)

Date:

(Seal of employer to be attached where applicable)

(c) Casual Employees

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

(d) Part-time Employees

- (i) A part-time employee shall mean a permanent employee engaged to work less than 38 hours. The minimum period of each engagement shall be two hours.

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- (ii) The provisions of this award shall apply to part-time employees on a pro rata basis.

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

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

Additional ordinary hours may be worked by mutual agreement.

PROVIDED that a maximum number of ordinary hours are agreed and specified, and all hours in addition to maximum ordinary hours as agreed are paid in accordance with Clause 18 - Hours, Shift Work, Overtime, subclause (c).

- (e) Higher Duties

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

32. TRAVELLING AND MOTOR VEHICLE EXPENSES

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

Engine Size		Rate
<u>Non Rotary</u>	<u>Rotary</u>	Cents per Kilometre
1600cc or less	800cc or less	48.2
1601 to 2000	801 to 1000	54.6
2001 to 3000	1001 to 1500	56.3
Over 3000	Over 1500	58.9

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

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33. UNION DELEGATES

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

R J Watling
COMMISSIONER

2 April 1997

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APPENDIX A

1. IMPLEMENTATION

The implementation of the classification and wages shall take effect from the first full pay period commencing on or after 1 July 1995 with the wage increase applicable from that date being half the difference between the pre-implementation rate and the Base Rate (Clause 8 - Wage Rates).

2. APPOINTMENT LEVEL

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

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APPENDIX B

Classifications - User Guide

Introduction - User Guide

The aim of this new classification process is to ensure as far as practicable, that work features, responsibilities, qualifications and any other aspect of work value are evaluated in comparable terms irrespective of the discipline or field of work.

A single classification/wage structure comprises seven distinctive levels. To facilitate the classification of all occupations, standards have been developed covering each level within the Social and Community Services area.

To enable positions to be correctly classified, two separate and sequential processes need to occur.

Position Analysis

This involves the gathering and documenting of information about the position and describing it in a form which can be used to compare the work features, responsibilities, qualifications and any other aspect of the job with the classification standards.

The information recorded must be a true and accurate record of the current duties and responsibilities. The quality and extent of the information gathered is very important in this process.

Position Evaluation

After the job description is complete, a systematic comparison with the classification standards needs to be undertaken.

Steps in Classifying a Position

The steps in classifying a position using the classification standards are:

- * analyse and compare the work levels described with the job description to ascertain the most likely classification level for the positions;
- * all aspects of the job description, ie requirements of the job, responsibilities, organisational relationships, extent of authority etc, must be considered against the total criteria for the level. (The total responsibilities of the position must be compared with the total responsibilities of the level rather than comparison with selected parts);
- * the job description should be tested against more than one level for appropriateness.

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Translations into the new award should occur once the appropriate classification level has been determined. The date the translation becomes effective for salary purposes is the date the award came into operation irrespective of the date of translation.

Translation shall be based on years of comparable experience prior to the award taking effect. Employees who can verify previous comparable experience which was gained with an employer engaged in the Community Services Industry shall have such experience taken into account in determining the appropriate level and grade which that person is entitled to occupy.