

**TASMANIAN INDUSTRIAL COMMISSION**

**Industrial Relations Act 1984**

s.23 application for award or variation of award

**Tasmanian Trades and Labor Council**

(T13471 of 2009)

**Private and Public Sector Awards**

**FULL BENCH:**

PRESIDENT P L LEARY

DEPUTY PRESIDENT P C SHELLEY

COMMISSIONER T J ABEY

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

**ORDER**

**PUBLIC VEHICLES AWARD**

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

AMEND THE **PUBLIC VEHICLES AWARD** BY DELETING ALL CLAUSES CONTAINED THEREIN AND INSERTING IN LIEU THEREOF THE FOLLOWING; AND THE AWARD IS CONSOLIDATED

## **PART 1 - APPLICATION AND OPERATION OF THE AWARD**

### **1. TITLE**

This award shall be known as the "Public Vehicles Award".

### **2. INDEX**

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**3. SCOPE**

This award is established in respect of industries of:

- (a) operating any public vehicle other than carrier, cart or van; and
- (b) operating a motor vehicle hire or rental service.

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

This award shall come into operation from the first full pay period to commence on or after 1 August 2009.

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

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

(i) The Australian Municipal, Administrative, Clerical and Services Union;

(ii) The Australian Workers' Union, Tasmania Branch

(iii) The Transport Workers' Union of Australia (Victoria/Tasmania Branch)

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

the Tasmanian Chamber of Commerce and Industry Limited

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

the Tasmanian Trades and Labor Council.

#### **6. SUPERSESSION**

This award incorporates and supersedes the Public Vehicles Award No. 1 of 2008 (Consolidated).

## **PART II - EMPLOYMENT RELATIONSHIP AND ASSOCIATED MATTERS**

### **1. DEFINITIONS**

'**Permanent employee**' means an employee engaged on a regular, continuous basis.

'**Casual employee**' means any person specifically engaged to work on an irregular basis, as and when required by mutual consent between employer and employee, but does not include any person employed on a part-time or full-time basis.

'**Full time employee**' is one engaged to work for 38 hours per week.

'**Part-time employee**' is one engaged to work for less hours per day or week than those prescribed for full-time employees.

'**Intermittent employee**' means an employee engaged on a continuous but intermittent basis, in accordance with the operational requirements of the employer.

### **2. EMPLOYMENT CATEGORIES**

(a) An employee shall be engaged either as a weekly employee or as a casual employee. Unless he or she is specifically engaged as a casual employee, he or she shall be deemed to be, and shall be paid as, a weekly employee.

(b) Casual Employees

A casual employee shall receive a minimum of four hours work or payment for same for each start at work on any day except in the case of an employee employed in the transport of school children where as a minimum one hour's payment for each start at work on any day shall be paid.

A casual employee for working ordinary time shall be paid per hour one thirty eighth of the weekly rates prescribed for the work which he or she performs. In addition thereto a casual employee shall receive 20 per cent of the ordinary hourly rate in respect of each hour for which he or she is paid; such additional amount to be payment in lieu of annual leave, personal leave and holidays with pay.

Where a casual employee is required to report for duty but is not required to work at the appointed time of attending he or she shall be paid the amount of \$6.30 for each attendance at work.

Penalty rates for Holidays with Pay, Saturday and Sunday Work, and Overtime are applicable to casual employees. The 20 per cent loading prescribed elsewhere in this clause shall be paid for all hours worked including times when penalty rates are applicable. Provided that all penalty additions shall be calculated on the ordinary time rate excluding this loading. Viz:

- (i) Time and one half equates to 1.7 of the ordinary time rate without the 20 per cent loading;
- (ii) Double time equates to 2.2 of the ordinary time rate without the 20 per cent loading;
- (iii) Double time and one half equates to 2.7 of the ordinary time rate without the 20 per cent loading.

(c) Part Time Employees

- (i) Part-time employees shall be entitled to the holidays, annual leave and personal leave provided that payment therefore shall be made at the rate normally paid to such employees for a similar period of time worked.

The wage rates payable per hour shall be one thirty-eighth of the relevant weekly wage rate.

By mutual agreement Part-time employees may be paid a loading of 20% of the ordinary hourly rate in respect of each hour for which he or she is paid, in lieu of annual leave, personal leave and holidays with pay. A Part time employee in receipt of a loading in lieu of leave shall be entitled to a minimum of four weeks unpaid leave in each 12 months service.

- (ii) Provided that in the case of part-time employees in receipt of a 20 per cent loading, the penalty rates shall be calculated in the same manner as applied to casual employees described in paragraph (b)(ii).
- (iii) Part-time employees shall receive a minimum of four hours work or payment for the same for each engagement.

(d) Intermittent Employees

- (i) An employer who engages an intermittent employee shall specify in writing the terms of engagement of the employee including the periods that the employee is required to work per year.

The terms of engagement in such advice may be varied by agreement between the employer and the employee.

Provided that the periods when the employee is not required to work are specified in the terms of engagement, no entitlements under this Award shall apply in respect of period when the employee is not required to work.

- (ii) An intermittent employee shall be entitled to a loading of 20 per cent of the ordinary hourly rate in respect of each hour for which he or she is paid, in lieu of annual leave, personal leave and holidays with pay.

- (e) 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 tools and equipment as may be required.

**PROVIDED** that the employee has been trained in the use of such tools and equipment.

Any direction issued by an employer pursuant to this subclause shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

- (f) Termination of Employment

All employment shall be by the week (except in the case of casual employees) and the employment of an employee will not be terminated except for misconduct which would justify instant dismissal without at least one week's notice being given by the employer to the employee, and the employee shall likewise give to the employer one week's notice of his/her intention to terminate his/her employment. If one week's notice be not given by the employer or employee, one week's wages shall be paid or forfeited as the case may be and, in the case of misconduct wages shall be paid up to the time of dismissal only.

An employee shall be entitled to receive, on request, a Statement of employment. Such statement shall contain at least the commencing and finishing date of service and shall become the absolute property of the employee.

### **3. RATIO OF JUNIOR EMPLOYEES TO ADULT EMPLOYEES**

The proportionate number of junior employees that may be employed shall not exceed two for every five adult employees.

**PART III - WAGE CLASSIFICATIONS AND RELATED MATTERS**

**1. WAGE RATES**

(a) Adult full time employees shall be paid the minimum weekly wage rate for the relevant classification by reference to the Classification Descriptors at Clause 2 according to the following:

**Transport and Transport Support Employees**

	Base Rate Relativity	Base Rate	Safety Net Adjustment	Weekly Wage Rate
	%	\$	\$	\$
Grade 1 Taxi Driver	78	325.40	232.70	558.10
Stores Employee first two months of service				
Yardperson, Cleaner, Grease, Refueller	85.5	356.70	232.70	589.40
Grade 2 Loader, Freight Receiver				
Stores Employee after two months of service	87.5	365.10	232.70	597.80
Grade 3 Charter driver under 25 passengers				
Driver single day tour under 25 passenger	91.8	383.00	232.70	615.70
Driver route service under 25 passengers				
Grade 4 Driver charter 25 passengers and over				
Driver single day tour 25 passengers and over	94.5	394.30	232.70	627.00
Driver route service 25 passengers and over				
Grade 5 Driver extended tour				
	96.3	401.80	232.70	634.50



### Traffic Officers

		Base Rate Relativity	Base Rate	Safety Net Adjustment	Weekly Wage Rate
		%	\$	\$	\$
Grade First 12 months service	1a	92	383.80	232.70	616.50
Grade 1 B After 12 months service		95	396.30	232.70	629.00
Grade 2 A First 12 months service		97	404.70	232.70	637.40
Grade 2 B After 12 months service		100	417.20	234.70	651.90
Grade 3		105	438.10	234.70	672.80

### Clerical and Administrative Employees

		Relativity	Base Rate	Safety Net Adjustment	Weekly Wage Rate
		%	\$	\$	\$
Adult entry 1st 6 months		80	333.80	232.70	566.50
2nd 6 months		85	354.60	232.70	587.30
Grade 1 1a		87	363.00	232.70	595.70
1B - After 12 months		90	375.50	232.70	608.20
Grade 2 2A - 1st 12 months		92	383.80	232.70	616.50
2B - After 12 months		95	396.30	232.70	629.00
Grade 3 3A - 1st 12 months		97	404.70	232.70	637.40
3B - After 12 months		100	417.20	234.70	651.90
Grade 4		105	438.10	234.70	672.80
Grade 5		110	458.90	234.70	693.60
Grade 6		115	479.80	232.70	712.50
Grade 7		120	500.60	232.70	733.30

## **2. CLASSIFICATION DESCRIPTORS**

### (a) Definitions

**'Long distance express work'** shall mean work performed on scheduled passenger express intercity services.

**'Passenger vehicle'** shall mean any motor vehicle used for carrying passengers which is capable of carrying eight or more such passengers or persons in addition to the driver.

**'Two-driver operation'** shall mean any express, charter or tour operation upon which a driver is employed with another driver in a two driver team and required to share the driving and associated duties for the whole or substantial part of that operation (but shall not include a related feeder or shuttle service driven by another driver).

**A taxi** is a vehicle constructed to carry not more than 8 adult persons exclusive of the driver, standing or plying for hire in the public streets, or a vehicle that is required under the *Traffic Act* to run with a meter.

### (b) Classifications

**'Loader/freight receiver'** shall mean an employee working in a bus depot whose duties may include loading and unloading goods, baggage and general freight onto or from road vehicles and including receiving, checking and sorting of such goods, baggage and general freight and performing clerical duties incidental and associated with such work.

**'Yardman/cleaner/greaser/refueller'** shall mean an employee whose duties may include general yard and vehicle cleaning, greasing, refuelling, parking vehicles, changing tyres, assisting in tyre repairs, oiling, washing, polishing, and issuing fuel or oil and performing other duties incidental and associated with such work.

#### TRAFFIC OFFICER GRADE 1

An employee at this Grade is required to receive and process customer bookings; to dispatch taxis either by telephone or by computerised dispatch system, and to respond to basic enquiries within area of responsibility.

Work is performed within established guidelines and procedures.

An employee at this Grade works under the general supervision of a higher classified employee and will not be required to work alone.

#### TRAFFIC OFFICER GRADE 2

An employee at this Grade is responsible for the efficient operation of the dispatch system and is required to respond to complaints and to deal with customer and driver problems, in addition to the duties of a Traffic Officer Grade 1. An employee at this Grade exercises initiative and discretion in the performance of duties within established

procedures and policies. An employee at this Grade may be required to assist, guide and or train other Traffic Officers.

An employee working unsupervised shall be paid as a Traffic Officer Grade 2.

### TRAFFIC OFFICER GRADE 3

An employee at this Grade is responsible for the overall operation of a taxi dispatch system and will normally be responsible for the supervision and guidance of lower classified traffic officers. In addition to general dispatch duties the employee will be responsible for efficient service to customers and drivers, including the handling and resolution of non-routine complaints and queries.

An employee who is responsible for the supervision of other Traffic Officers shall be paid at a Grade higher than the highest level of the employees who are under supervision.

### CLERICAL AND ADMINISTRATIVE EMPLOYEES

**'Adult entry'** shall mean the entry point for adult employees (21 years and over) with less than 12 months clerical experience either as a junior or adult, and on completion of 12 months clerical experience (whether with one employer or more) such adult employees shall be advanced to a graded position dependent on skills held and position requirement.

### CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 1

#### GRADING

Employees shall be classified at this grade where they are required to meet the "General Requirements" described below and exercise any one or more of the "Skill Requirements" described below.

#### GENERAL REQUIREMENTS

Employees in this grade perform, and are accountable for clerical and office tasks, as directed, within the skill levels set out. They work within established routines, methods and procedures. Supervision is direct.

Employees in this grade shall be able to acquire and apply a limited knowledge of office procedures and requirements.

#### SKILL REQUIREMENTS

Technical Skills

Machine Operation

Employees at this level are able to operate telephone/ intercom systems, telephone answering machines, facsimile machines, photocopiers, franking machines and

guillotines, provide basic telephone advice to customers and clients and take and redirect telephone calls and messages.

#### Information Handling Skills

Employees at this level are able to receive, sort, open and distribute incoming mail, process outgoing mail, receive incoming and dispatch outgoing courier mail, deliver messages and documents to appropriate persons and locations, prepare and collate documents and sort and file documents/ records accurately in correct location/sequence using an established paper-based filing system.

### CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 2

#### GRADING

Employees shall be classified at this grade where they are required to meet the "General Requirements" described below and exercise any one or more of the "Skill Requirements" described below.

#### GENERAL REQUIREMENTS

Employees in this grade perform tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 1. They are responsible and accountable for their own work which is performed within established routines, methods and procedures. Supervision is routine.

Employees in this grade are able to acquire and apply a working knowledge of office or sectional operating procedures and requirements; acquire and apply a working knowledge of the organisation's structure and personnel in order to deal with enquiries at first instance, locate appropriate staff in different sections, relay internal information, respond to or redirect enquiries and greet visitors.

#### SKILL REQUIREMENTS

##### Technical Skills

Employees at this grade shall be capable of exercising all skills set out below.

##### Machine Operation

Employees at this level are able to operate adding machines, switchboard, paging system, telex machine, typewriter and calculator.

##### Computer Operation

Employees at this level are able to use knowledge of keyboard and function keys to enter and retrieve data through computer terminal. Employees are able to use basic email functions to send, open and forward email messages.

### Keyboard Operation

Employees at this level are able to type at 25 words per minute with 98 percent accuracy. Utilise basic word processing skills.

### Information Handling Skills

Employees at this level are able to maintain a mail register and records; maintain established paper-based filing/ records systems in accordance with set procedures including creating and indexing new files, distributing files within the organisation as requested and monitor file locations; transcribe information into records, complete forms, take telephone messages.

#### Business/Financial Skills

Employees at this level are able to keep appropriate records; prepare and record petty cash transactions; undertake bank transactions (deposits and withdrawals).

## CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 3

### GRADING

Employees shall be classified at this grade where they are required to meet the "General Requirements" described below and exercise any one or more of the "Skill Requirements" described below.

Employees holding a relevant Certificate III or accredited equivalent who are required to use skills and perform tasks within the range of Grade 3, shall be classified at this grade.

### GENERAL REQUIREMENTS

Employees in this grade perform tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 2. They are responsible and accountable for their own work which is performed within established guidelines. They exercise limited discretion within the range of their skill and knowledge. Supervision is general.

They must be able to acquire a working knowledge of the organisation's products/services, functions, locations and clients, and respond to, and act upon most internal/external enquiries in their own function area.

### SKILL REQUIREMENTS

#### Technical Skills

Employees at this grade shall be capable of exercising all skills set out below.

#### Machine Operation

Employees at this level are able to operate computerised radio telephone equipment, micro/personal computer, printing devices attached to a personal computer, dictaphone equipment and typewriters.

#### Keyboard Operation

Employees at this level are able to produce documents and correspondence using knowledge of standard formats, touch type at 40 words per minute with 98 per cent accuracy and audio type.

#### Computer Operation

Employees at this level are able to use at least one software application package developed for a micro-personal computer to create a database file structure or a spreadsheet/worksheet or a graphic, or an accounting/payroll or industry specific file following standard procedures and using existing models/fields of information; or use a central computer resource to an equivalent standard.

#### Word Processing

Employees at this level are able to use at least one software package to create, format, edit, proof read, correct, print and save documents.

#### Secretarial Skills

Employees at this level are able to take shorthand notes at 70 words per minute and transcribe with 95 per cent accuracy.

#### Information Handling Skills

Employees at this level are able to use computer-based record management systems to file and retrieve records such as accounts, stock inventory, finance and personnel records.

#### Business/Financial Skills

Employees at this level are able to maintain records and journals, sort, process and record transactions such as incoming/outgoing cheques, invoices, debit/credit items, payroll data and establish petty cash imprest system.

#### CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 4

#### GRADING

Employees shall be classified at this grade where they are required to meet the "General Requirements" described below and exercise any one or more of the "Skill Requirements" described below.

## GENERAL REQUIREMENT

Employees in this grade perform tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 3. They are responsible and accountable for their own work and exercise discretion and initiative in the organisation of work within prescribed limits. Supervision is limited.

Employees in this grade are able to provide detailed advice and information on the organisation's products and services; respond to client/public/supplier problems within own function area using such techniques as personal interview and liaison; explain organisation's viewpoint to clients and appropriate persons related to own function area.

Employees in this grade shall be capable of guiding employees graded at a lower level by means of personal instruction and demonstration. This may include general supervision of up to 4 employees.

Employees in this grade shall be capable of acquiring and using specialist vocabulary, such as technical, medical or legal terminology, within the scope of this grade.

## SKILLS REQUIREMENTS

### Technical Skills

Employees at this grade shall be capable of exercising all skills set out below.

### Keyboard Operation

Employees at this level are able to format complex documents using technical data, technical language, tables, graphs, text design, indexing, variable type face; produce documents in specified legal form or to comply with regulations or standards.

### Computer Operation

Employees at this level are able to use at least two application software packages developed for a micro/personal computer at a standard equal to Grade 3 such as. database, communications, accounting, payroll/personnel, spreadsheets, graphics, other applications; or are able to use a central computer resource to an equivalent standard.

### Word Processing

Employees at this level are able to use at least two software packages at a standard equal to Grade 3; or are able to apply additional functions such as search and replace, variable fonts, moving and merging across documents, text columns, money columns, tables, e.g. to produce financial statements, printed forms.

## Secretarial Skills

Employees at this level are able to arrange travel bookings and itineraries; make appointments; screen telephone calls; follow visitor protocol procedures; establish telephone contact on behalf of executive; take shorthand notes at 90 words per minute and transcribe with 95 per cent accuracy.

## Information Handling Skills

Employees at this level are able to maintain a computer based records management system; identify, access and extract information from internal sources.

## Business/Financial Skills

Employees at this level are able to prepare cash payment summaries, banking reports and bank statements; maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journal entries to ledger.

## CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 5

### GRADING

Employees shall be classified at this grade where they are required to meet the "General Requirements" described below and exercise any one or more of the "Skill Requirements" described below.

### GENERAL REQUIREMENTS

Employees in this grade perform duties using a more extensive range of skills and knowledge at a level higher than required in Grade 4. They are responsible and accountable for their own work, and may have limited responsibility for the work of others. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is minimal.

Employees in this grade must be able to acquire a detailed knowledge of organisation's operations and structures and a basic knowledge of the industry or field of interest in which the organisation operates. Respond to and act upon complex issues/arrangements in such areas as consumer/client services, special products/service knowledge, production and planning schedules, material supply and transport/freight arrangements.

Employees in this grade shall be capable of guiding employees in lower grades by means of personal instruction and demonstration.

### SKILL REQUIREMENTS

#### Technical Skills

#### Computer Operations



Employees at this level are able to use at least three application software packages developed for a micro/personal computer at a standard equal to Grade 4 or use a central computer resource to an equivalent standard; or apply knowledge of advanced functions of a single application software package to manipulate data, such as modify fields of information, develop a new database or spreadsheet model; or graph previously prepared spreadsheets, or perform reconciliation,

and/or Word Processing

Employees at this level are able to apply advanced functions including macros, sorting and functions and thesaurus using at least one software package; or apply knowledge of additional functions defined in Grade 4 using at least two software packages.

Secretarial Skills

Employees at this level are able to write shorthand notes at 100 words per minute and transcribe at 95 per cent accuracy; maintain executive diary; respond to invitations; organise internal meetings on behalf of executive; establish and maintain reference lists/personal contact systems for executives; maintain current working and personal filing systems for executive.

Information Handling Skills

Employees at this level are able to create new forms of files and records as required using computer-based records systems; access, identify, and extract information as required from external sources, e.g. databases, libraries, local authorities; maintain subscriptions for required technical, trade and other publications and maintain circulation, indexing and filing systems for those publications; review/close files, archive files.

Business/Financial Skills

Employees at this level are able to reconcile accounts to balance; follow-up unpaid accounts; calculate wage and salary requirements; calculate work valuations; prepare bank reconciliations.

Supervisory Skills

Employees at this level are able to allocate work tasks to individuals, check work progress and correct errors. Normally 5 or more subordinates would be involved.

Specialist Skills

Employees at this level are able to apply knowledge of export and customs documentation requirements and procedures; apply knowledge of relevant industrial award rates of pay and conditions and occupational health and safety requirements.

## CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 6

### GRADING

Employees shall be classified at this grade where they are required to meet the "General Requirements" described below and exercise any one or more of the "Skill Requirements" described below.

### GENERAL REQUIREMENTS

Employees in this grade perform duties using a more extensive range of skills and knowledge at a level higher than required in Grade 5. They are responsible and accountable for their own work, and may have limited responsibility for the work of a section or unit. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is by means of reporting to more senior officers as required.

Employees in this grade are able to apply knowledge of the organisation's objectives, performance, projected areas of growth and product trends; and general industry conditions, e.g. knowledge of competitors and major clients market structure in the performance of their own responsibilities.

Employees in this grade shall be capable of guiding employees graded at a lower level by means of personal instruction and demonstration.

### SKILL REQUIREMENTS

#### Technical Skills

#### Computer Operations

Employees at this level are able to use at least two application software packages on a micro/personal computer to a standard equal to Grade 5 or use a central computer resource to an equivalent standard; or assist in operating a mainframe computer

and/or

#### Word Processing

Employees at this level are able to use complex functions such as moving columns, creating displays of charts or graphs, booklet or report format on at least one software package; or apply knowledge of advanced functions defined in Grade 5 using at least two software packages.

#### Secretarial Skills

Employees at this level are able to write shorthand notes at 120 words per minute and transcribe at 95 percent accuracy; attend executive/ organisational meetings and take minutes; establish current working and personal executive filing system, answer correspondence from verbal or rough handwritten instructions; organise teleconferences.

### Information Handling Skills

Employees at this level are able to establish new paper based/manual filing systems for the organisation; assist in undertaking research [locate/solicit, summarise/extract and interpret information] related to function area; compose original business correspondence from minimal instructions.

### Business/Financial Skills

Employees at this level are able to post transactions to ledger and prepare a trial balance; prepare financial/tax schedules; calculate costings, stock pricing; complete personnel/payroll data for authorisation.

### Supervisory Skills

Employees at this level are able to assist in the development of work quality and performance in a team environment; solve operational problems in own work functional area and resolve operational problems for staff in lower grades; co-ordinate work flow within a section or unit and counsel and advise staff who are under direct supervision.

### Specialist Skills

Employees at this level are able to apply working knowledge of industrial/employment law, equal opportunity, workers' compensation and superannuation procedures.

## CLERICAL AND ADMINISTRATIVE EMPLOYEE GRADE 7

### GRADING

Employees shall be classified at this grade where they are required to meet the "General Requirements" described below and exercise any one or more of the "Skill Requirements" described below.

### GENERAL REQUIREMENTS

Employees in this grade perform duties using a more extensive range of skills and knowledge at a level higher than required in Grade 6. They are responsible and accountable for their own work, and may have designated responsibility for the unit/section under their supervision. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is by means of reporting to more senior officers as required.

Employees in this grade are able to assist in developing policy or new products and services to meet changing market or other circumstances; identify and assess internal and external factors impacting on production and service delivery and identify future trends.

Employees in this grade are able to assist in the delivery of structured training courses and apply a knowledge of training materials and aids; train employees (where required) in lower grades by means of personal instruction and demonstration.

## SKILL REQUIREMENTS

### Technical Skills

#### Computer Operations

Employees at this level are able to use and integrate a variety of application software packages within a micro/ personal computer network; or use a central computer resource to an equivalent standard; or evaluate and determine optimum software solutions (using existing software/programs) to meet new or different application requirements; or use macro functions on a spreadsheet package.

and/or

#### Word Processing Skills

Employees at this level are able to use all word processing functions identified at lower Grades and integrate word processing software with other application software packages to produce complex text and data documents; apply knowledge of desk top publishing to integrate documents and select style sheets appropriate to final presentation; determine all document production design needs without instructions.

#### Secretarial Skills

Employees at this level are able to arrange conferences and external meetings; originate executive correspondence; assist executive in preparing, attending and following up appointments, interviews, meetings, etc; act on delegated authority of executive.

#### Business/Financial Skills

Employees at this level are able to assist in preparing - budgets, cashflow records, balance sheets, trading accounts, cash management analysis, relevant taxation requirements; administer individual executive salary packages, travel expenses and allowances, company transport; administer specialised salary and payroll requirements, assist in financial forecasting; interpret and prepare financial information for senior management and prepare reports and assessment relevant to areas of responsibility.

#### Supervisory Skills

Employees at this level are able to plan and organise work priorities of unit or section; reschedule work loads as necessary and resolve operational problems in area of responsibility; monitor work quality of those supervised; use observations, diagnosis and intervention skills to ensure unit/section meets objectives; organise and chair necessary work meetings/conferences; assist in planning future sectional/office organisational resources and equipment needs.

Specialist Skills

Employees at this level are able to use knowledge of basic statistics to interpret data from spread sheets, statistical tables, graphs and frequency tables using tools such as mean, mode, median variation, etc; apply knowledge of exchange rate fluctuations in areas of functional responsibility; apply working knowledge of legal requirements, e.g. personal income tax and company tax law, company law, contract law, superannuation law and local government and environmental regulation.

**3. ESTIMATING SERVICE**

In estimating the number of years service of an employee the total experience in the service of every employer in comparable relevant employment shall be taken into account.

**4. JUNIOR EMPLOYEES**

(a) Employees other than Clerical and Administrative Employees

The class of work which may be performed by junior employees shall be running messages, cleaning, washing, polishing, changing tyres, assisting in tyre repairs, oiling, conducting, assisting in store, and serving petrol.

The minimum weekly wage rate which shall be paid to junior workers shall be the undermentioned percentages of the weekly wage rate prescribed for the appropriate rate prescribed for the type of work on which he or she is engaged, calculated to the nearest 10 cents.

	%
Under 16 years of age	26
16 years of age	36
17 years of age	49
18 years of age	62
19 years of age	78
20 years of age	93

(b) Clerical and Administrative Employees

The minimum weekly wage rate that shall be paid to junior employees shall be the undermentioned percentages of Clerical and Administrative Employees Grade 1, 1st 12 months service rate.

	%
Under 16 years of age	35
16 to 17 years of age	39
17 to 18 years of age	47
18 to 19 years of age	60
19 to 20 years of age	68
20 to 21 years of age	77

**5. MIXED FUNCTIONS**

- (a) Where an employee is called upon to perform two or more classes of work in any one day he or she shall, for the purposes of assessing the wages to be paid, be deemed to have worked the whole day at the class of work for which the highest rate of wages is prescribed.
- (b) Where an employee is called upon to perform work at a higher grade as a part of structured training under the provisions of PART VII Clause 3 - Training, no entitlement to the higher rate of pay exists provided the training period is for no more than thirty days.
- (c) An employee transferred to perform a class of work for which a lesser rate of wage is prescribed than that at which he or she is usually employed shall not be paid at such lesser rate unless he or she is given a week's notice of such change of wage rate.

**6. ANNUALISED SALARY AGREEMENTS**

- (a) An employee may be excluded from the award entitlements to overtime penalty rates and shift loadings (Part V - Hours of Work, Shift Work, Overtime and Related Matters) provided that a written agreement is reached between the employer and employee for a suitable employment package.
- (b) An Annualised Salary Agreement shall take account of work which is likely to be performed outside the ordinary hours and shall be subject to the following:
  - (i) the employment package shall be no less than the aggregate remuneration that would apply under award conditions;
  - (ii) either party may terminate the agreement on the giving of four weeks notice;

- (iii) one week prior to entering into an agreement, the employee shall be provided with a copy of this clause;
- (iv) all other provisions of the award shall apply;
- (v) agreements shall be kept as part of records required to be kept by employers under the *Industrial Relations Act 1984* and Industrial Relations Regulations as amended.

## **7. SUPERANNUATION**

- (a) The employer shall make a contribution in accordance with the provisions of the relevant Federal Superannuation Guarantee Legislation into a superannuation fund approved under the legislation for all eligible employees.
- (b) Contributions to the fund shall be made by the employer on at least a calendar monthly basis unless there are circumstances for which the employer cannot be held responsible.

## **8. SUPPORTED WAGE SYSTEM**

- (a) Eligibility Criteria

Subject to this division an employer may engage employees at a supported wage rate (as set out in subclause (c) of this division) 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 division 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 division does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under Section 10 or under Section 12A of the above Act, or if a part only has received recognition, that part.

- (b) For the purposes of this division:

**'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.

**'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.

**'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.

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

(c) Supported Wage Rates

Employees to whom this division 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 (subclause (d))	% of Prescribed Award Rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

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

(d) Assessment of Capacity

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

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



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

(e) Lodgement of Assessment Instrument

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

(f) Review of Assessment

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

(g) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the supported wage provisions of this division 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.

(h) Workplace Adjustment

An employer wishing to employ a person under the provisions of this division 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

(i) Trial Period

- (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this division for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (ii) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined in accordance with subclauses (d) and (e).

- (iii) The minimum amount payable to the employee during the trial period shall be no less than \$71 per week or such greater amount as is agreed from time to time between the parties.
- (iv) Work trials should include induction or training as appropriate to the job being trialed.
- (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (c) hereof.

## **9. PAYMENT OF WAGES**

- (a) All wages, overtime and allowances shall be paid weekly or fortnightly when practicable but not later than Thursday of each pay period by one of the following methods:
  - (i) in cash or cheque during working hours within three days of the expiration of the period in which they accrue; or
  - (ii) by bank transfer, to an employee's nominated account, such transfer to be affected on an agreed day being within three days of expiry of the period in which they accrue.

The pay day for either of the abovementioned methods on being fixed shall not be altered without notice of at least one full pay period being given to employees.

- (b) An employee kept waiting for his/her pay on pay day for more than a quarter of an hour after the usual ceasing time, shall be paid at overtime rates for the time he or she is kept waiting.
- (c) Each employee shall be supplied on pay day with a statement in writing showing the date, amount of ordinary pay, overtime, penalty rates, allowances, and particulars of all deductions for any purposes in respect of the amount paid.

The statement provided by the employer shall also include the amount of any superannuation contribution made by the employer and the name of the Fund to which any contribution is made.

- (d) An employer shall pay at the time of termination all moneys due to an employee who is dismissed.

## **10. MINIMUM WAGE**

(a) Minimum Wage

No employee shall be paid less than the minimum wage.

(b) Amount of Adult Minimum Wage

(i) The minimum wage for full-time adult employees not covered by Clause 8 - Supported Wage System, is \$558.10 per week.

(ii) Adults employed under a supported wage system clause shall continue to be entitled to receive the wage rate determined under that clause. Provided that such employees shall not be paid less than the amount determined by applying the percentage in the supported wage system clause applicable to the employee concerned to the amount of the minimum wage specified in subclause (b)(i).

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

(c) How the Minimum Wage Applies to Juniors

(i) The wage rates provided for juniors by this award continue to apply unless the amount determined under subclause (c)(ii) is greater.

(ii) The minimum wage for an employee to whom a junior rate of pay applies is determined by applying the percentage in the junior wage rates clause applicable to the employee concerned to the relevant amount in subclause (b)(i).

(d) Application of Minimum Wage to Certain Employees

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

(e) Application of Minimum Wage to Award Rates Calculation

The minimum wage:

(i) applies to all work in ordinary hours;

(ii) applies to the calculation of overtime and all other penalty rates, superannuation, payments during personal leave, long service leave and annual leave, and for all other purposes of this award; and

is inclusive of the arbitrated safety net adjustment provided by the July 2009 State Wage Case Decision (T13471 of 2009) and all previous safety net and state wage case adjustments.

## **PART IV - ALLOWANCES**

### **1. WORK RELATED ALLOWANCES**

- (a) Employee driving passenger vehicle to which trailer is attached shall be paid an additional amount of \$2.10 per shift, provided that where an entitlement exists pursuant to subclause (ii) below, such additional amount shall not be paid.
- (b) Employees who drive a passenger vehicle which is in excess of 11.28 metres in length on long distance express service work shall be paid an additional amount of \$5.70 per shift.
- (c) A leading hand shall be paid a rate exceeding the highest rate of the employee he or she supervises by \$30.50 per week extra.

### **2. TRAVELLING ALLOWANCES**

- (a) All reasonable out of pocket and hotel expenses incurred while travelling on employer's business away from home shall be paid to employees in addition to their wages. Subject to subclause (b) hereof an employee shall be deemed to be employed in his/her employer's business and to be entitled and be paid the appropriate wage rates while absent on such journey.
- (b) In the calculation of such time during such absence the time actually worked shall be counted in the first instance and if such time is less than eight hours then each employee shall be paid for eight hours but the later calculation shall not be extended so as to include overtime.

**PART V - HOURS OF WORK, SHIFT WORK, OVERTIME  
AND RELATED MATTERS**

**1. HOURS OF WORK - DAY WORK**

- (a) The ordinary number of working hours shall be an average of 38 per week, to be worked between 6:30 am and 6.30 pm, Monday to Friday of each week on one of the following bases:
- (i) Seven hours, thirty-six minutes per day; or
  - (ii) Eight hours per day on four days and six hours on one day in each week; or
  - (iii) Eight hours per day on nine days and four hours on one day in each fortnight; or
  - (iv) Eight hours per day on nineteen days with an accumulated rostered day off; or
  - (v) Eight hours per day with an accumulation of rostered days off up to a maximum of five.
- (b) Notwithstanding the above, by agreement between the employer and the employee, up to ten hours may be worked on any day at ordinary time.
- (c) The hours of work prescribed by this clause shall, except for meal breaks of no less than thirty minutes nor more than sixty minutes, be continuous on each day. Such meal breaks shall be taken between the hours of 11.00am and 3.00pm.

**PROVIDED** that no employee shall be required to work for more than five hours without a break for a meal.

In circumstances whereby a second meal break is required on any one day, such break shall be no less than thirty minutes.

- (d) No employee shall be required to commence work, until he or she has had a clear break of ten hours off duty after completing his/her day's work or shift.

**2. HOURS OF WORK - SHIFT WORK**

- (a) Definitions

For the purposes of this clause:

**'Afternoon shift'** means any shift finishing after 6:30 pm and at or before midnight.

**'Continuous work'** means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

**'Night Shift'** means any shift finishing subsequent to midnight and at or before 7:30 am.

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

- (b) A system of shift work may be implemented where necessary to meet operational requirements.

Shift work arrangements and the terms of such shift work and any variation to such arrangements or terms, shall be as agreed between the employer, the employees and at the request of employees, the union. Disputes in relation to the establishment and or operation of shift work shall be dealt with in accordance with the Disputes and Grievance Procedure (Part VII – CONSULTATION AND DISPUTE RESOLUTION.)

- (c) Hours - Continuous Work Shifts

This subclause shall apply to shift workers on continuous work as defined above. The ordinary hours of shift workers shall average 38 per week inclusive of rest periods and shall not exceed 152 hours in 28 consecutive days.

**PROVIDED** that where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days. Subject to the following conditions, such shift workers shall work at such times as the employer may require.

**PROVIDED FURTHER** that:

- (i) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the work section or sections concerned; and
- (ii) by agreement between an employer, and the majority of employees concerned, ordinary hours not exceeding 12 on any day may be worked subject to:
  - (1) the employer and the employees concerned taking account of occupational health and safety guidelines and codes of conduct on 12-hour shifts;
  - (2) proper health and monitoring procedures being introduced;

- (3) suitable roster arrangements being made; and
- (4) proper supervision being provided;
- (iii) except at the regular change over of shifts an employee shall not be required to work more than one shift in each 24 hours;
- (iv) A minimum of 20 minutes shall be allowed to shift workers each shift for a rest period, which shall be counted as time worked.

(d) Hours - Other than Continuous Shift Work

This subclause shall apply to shift workers not upon continuous work as hereinbefore defined. The full time ordinary hours of work shall be an average of 38 hours per week to be worked on one of the following bases:

- (i) 38 hours within a period not exceeding seven consecutive days; or
- (ii) 76 hours within a period not exceeding 14 consecutive days; or
- (iii) 114 hours within a period not exceeding 21 consecutive days; or
- (iv) 152 hours within a period not exceeding 28 consecutive days.
- (v) An employee shall not be required to work for more than five hours without a break for a meal.
- (vi) the ordinary hours of work prescribed herein shall not exceed 10 hours on any day;
- (vii) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the work or sections concerned; and
- (viii) by agreement between an employer and the majority of employees in the work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:
  - (1) the employer and the employees concerned taking account of occupational health and safety guidelines and codes of conduct on 12-hour shifts;
  - (2) proper health and monitoring procedures being introduced;
  - (3) suitable roster arrangements being made;
  - (4) proper supervision being provided.

(e) Rosters

- (i) A roster or rosters shall be posted each week by the employer in a place or places where it or they can conveniently be inspected. Such roster or rosters shall show clearly the starting and finishing times for at least one full rota.

The roster or rosters shall be retained by the employer for a period of 12 months. They may be inspected by authorised representatives of the employees on the same conditions as other time and wages records.

- (ii) Subject to the provisions of subclause (iv) hereof, employees rostered off duty shall not be required to work unless at least 48 hours' notice is given.
- (iii) Notwithstanding the provisions of subclause (ii) hereof, in circumstances where an employee, due to absence on duty from his/her home city or town, is unable to ascertain from the roster that he or she is required for duty on any of his/her rostered days off, he or she shall be notified by the employer at least four days in advance.
- (iv) By agreement between the employer and the employee concerned, the employer may require an employee to work on any day on which he or she has been rostered off duty by giving less than 48 hours' notice, and in such cases the employee shall be paid at the rate of double time for all time worked on such day, or the employee may accept a substitute rostered day off.
- (v) Unless otherwise agreed between the employer and the employee concerned, rostered days off shall be granted in the city or town in which the employee concerned lives.

(f) Variation by Agreement

The method of working shifts may be varied by agreement between the employer and the majority of employees and or the union if request by employees to suit the circumstances of the establishment.

The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment or in the absence of agreement by seven days' notice of alteration given by the employer to the employees.

(g) Shift Loadings

- (i) Afternoon or Night Shift Loading

Shift workers whilst on afternoon or night shifts shall be paid 15 percent more than the ordinary rates for such shifts;



**PROVIDED THAT** Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons shall be paid for each shift at the rate of time and a half for the first four hours and double time thereafter.

(ii) Extended Night Shift Loading

A loading of 25% shall be paid to an employee who:

- (1) during a period of engagement on shift, works night shift only; or
- (2) remains on night shift for a longer period than four consecutive weeks; or
- (3) works on a night shift which does not rotate or alternate with another shift or with day work so as to give them at least one-third of their working time off night shift in each shift cycle,

(iii) Saturday Loading

A loading of 50% shall be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday. The loading shall be in substitution for and not cumulative upon the shift loadings above.

(iv) Sunday Loading

A loading of 100% shall be paid to any shift worker for work performed between midnight on Saturday and midnight on Sunday. The loading shall be in substitution for and not cumulative upon the shift loadings above. The loading shall also be payable for all hours worked on a shift which commences on a Sunday.

(v) Holiday with Pay Loading

A loading of 100% shall be paid to any shift worker for work performed on a Holiday with Pay other than Christmas Day or Good Friday. The loading payable for Christmas Day or Good Friday shall be 150%.

The loading shall be in substitution for and not cumulative upon the shift loadings above. The loading shall also be payable for all hours worked on a shift which commences on a Holiday with Pay.

(h) Rostered Day Off Falling on a Holiday with Pay

Where an employee's rostered day off falls on a Holiday with pay, the employee shall be entitled to a substitute rostered day off or an additional day of annual leave.

### **3. HOURS OF WORK – DRIVERS**

- (a) The maximum number of ordinary time hours on any shift shall be nine for route service drivers with a minimum of seven such hours;
- (b) The spread of hours for of route service drivers shall be 11 consecutive hours.

**PROVIDED** that all work performed by such drivers before 6.00 am or after 6.00 pm shall be paid for at ordinary time rates plus 25 per cent, such addition to be absorbed by the rates for overtime, Saturday, Sunday and holiday work hereinafter prescribed;

- (c) No employee whether employed on shift work shall be required to work for more than five hours without a break for a meal.

Ordinary time hours shall be worked consecutively save for meal breaks having a minimum length of 30 minutes and a maximum of one hour, except in the following circumstances:

- (i) In the case of a route service driver the ordinary hours of duty may be broken into two but no more than two separate working periods without payment for any time not worked that does not go to the calculation of the minimum daily hours prescribed in subclause (c)(ii)(1) of this clause.
- (ii) In the case of a driver on single day charter the ordinary hours of duty may be broken into two but no more than two separate working periods, with payment as set out below for all waiting time (not being the minimum period of 30 minutes allowed for a meal break) that does not go to the calculation of the minimum daily hours prescribed in subclause (c)(ii)(2) of this clause.

**PROVIDED** that during such time no demand for work is made upon him or her and he or she is placed under no restraint as to his/her movements and is not otherwise obliged to be on call by his/her employer:

- (1) \$7.69 per hour between 7.00 am and 5.30 pm from Monday to Friday inclusive; or
- (2) \$11.67 per hour for overtime or Saturday hours; or
- (3) \$15.41 per hour on Sundays and holidays.

**PROVIDED FURTHER** that the waiting time so paid for shall not come into the computation of hours for general overtime purposes.

- (d) No employee shall be required to commence work, until he or she has had a clear break of ten hours off duty after completing his/her day's work or shift.

#### **4. HOURS OF WORK - TAXI DRIVERS**

The ordinary hours of employment shall be 38 per week worked in 5 days of eight hours excluding meal breaks of at least 30 minutes which shall be taken not later than five hours after starting work.

#### **5. MAKE UP TIME**

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

- (a) An employee may elect, with the consent of the employer, to work 'make up time' under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award.
- (b) An employee on shift work may elect, with the consent of their employer, to work 'make up time' under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.
- (c) An employee or the employees may choose to request a union party to this award, to represent their interests in negotiations referred to in paragraph (i) of this subclause.
- (d) Once a decision has been taken to introduce an enterprise system of 'make up time', in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.
- (e) An employer shall record 'make up time' arrangements in the relevant time and wages book, as prescribed in Part IX – AWARD COMPLIANCE AND UNION RELATED MATTERS Clause 2 - Time and Wages Book of this award at each time this provision is used.

#### **6. OVERTIME**

- (a) Overtime at the relevant rates are payable when an employee:
  - (i) works in excess of 38 hours per week for full time employees or in excess of fixed and agreed hours of work for a part time employee;
  - (ii) works outside the spread of hours as defined above;
  - (iii) returns to work without a break of at least ten hours

(b) Shift Work – Overtime

For all time worked in excess of or outside the ordinary working hours prescribed by this award or on a shift other than a rostered shift, shift workers shall be paid as follows:

- (i) at the rate of double time, if employed on continuous work; or when an employee returns to work within ten hours of ceasing work;
- (ii) if employed on other shift work at the rate of time and a half for the first two hours and double time thereafter, except in each case when the time is worked:
  - (1) by arrangement between the employees themselves; or
  - (2) for the purpose of effecting the customary rotation of shifts; or
  - (3) is due to the fact that the relief person does not come on duty at the proper time; or

**PROVIDED** that when not less than one full shift's notice has been given to the employer by the relief person that will be absent from work and the employee who should have been relieved is not relieved, the unrelieved employee shall be paid at the rate of time and a half for the first two hours on duty after the employee had finished their ordinary shift and at the rate of double time thereafter, except where the employee is required to continue to work on their rostered day off when the employee shall be paid double time.

(c) Overtime - non shift

For all employees other than shift workers, payment shall be made at the rate of time and a half for the first two hours and double time thereafter for all time of duty before the ordinary time of commencing work or after the ordinary time of ceasing work or on a day which is not a regular working day, such double time to continue until the employee has been relieved from duty for at least ten hours,

**PROVIDED** that all over time worked on a Sunday shall be paid at double time.

- (d) For the purpose of determining overtime entitlements of an employee, any employee who works ten minutes or more past the time fixed for ceasing work shall be paid overtime rates for all time worked after the time fixed for ceasing work.

**PROVIDED** that this subclause shall not be used to obtain unpaid work from employees on a regular basis.

- (e) In addition to normal overtime rates a casual employee while working overtime or outside of ordinary hours shall be paid on an hourly basis one thirty eighth of the appropriate weekly wage rate prescribed by the award plus 10 per cent of ordinary time earnings.

- (f) An employee required to work overtime for more than two hours without being notified the day before that he or she will be so required to work shall either be supplied with a meal by the employer or paid \$15.40 for each meal.

If an employee pursuant to notice, has provided a meal or meals and is not required to work overtime, he or she shall be paid as above prescribed for meals so provided.

- (g) Except as provided in subclauses (a) and (b) hereof in computing overtime, each day's work shall stand alone.

- (h) Time Off in Lieu of Payment

- (i) Where an employee requests and the employer agrees, time off at the penalty equivalent may be allowed in lieu of payment for overtime.

**PROVIDED** that such time off shall be paid at the ordinary rate.:

- (ii) An employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime as prescribed in this clause of this award, for any overtime worked under this subclause where such time has not been taken within four weeks of accrual.

- (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 time off in lieu, 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.

- (i) A junior employee under the age of eighteen years shall not be required to work overtime unless he or she so desires.

- (j) Requirement to work reasonable overtime

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

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

- (1) any risk to employee health and safety;

- (2) the employee's personal circumstances including any family responsibilities;

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

## **7. ROSTERED DAYS OFF**

(a) Employees engaged by Bus or Service Car proprietor shall be entitled to a normal rostered day off as follows

- (i) By employees working to a roster drawn up in each depot, yard or garage providing for 19 days totalling 152 hours over a continuous four week period.
- (ii) Each employee shall take his rostered day off in accordance with the roster.
- (iii) Unless by agreement between the employer and employee Rostered Days Off may be accumulated to a maximum of 10 days over a 40 week period.
- (iv) Calculation of Payment

Payment shall be for seven hours 36 minutes per day with accrual as entitlement for a rostered day off being made on the basis of a nineteen day period where an employee works 152 hours within a work cycle not exceeding 28 consecutive days at 24 minutes per day.

- (v) An employee whose rostered day off occurs on a pay day shall be paid his/her wages on his/her next ordinary working day following his/her rostered day off. This subclause shall not apply where rostered days off are taken in accordance with paragraph (v) subparagraph (3) when employees are to be paid prior to taking their accumulated rostered days off.
- (vi) Where an employer is required to service a particular industry or plant or section thereof and there has been a cessation of operations resulting from annual closedown, industrial action, compulsory closure as a result of a legislative direction, including school holiday periods, and other circumstances beyond the control of the employer, the employer may require his/her employees to take a rostered day or days off to coincide with the day or days that the operations are closed, up to a maximum of ten days. In this event, a rostered day or days off which would normally become due to the employee shall not become so due for the number of days taken pursuant to the provisions of this paragraph.

**PROVIDED** that an employee disadvantaged in terms of leisure time by a rostered day or days off normally falling on a Friday or a Monday being required to be taken on a Tuesday, Wednesday or Thursday, then such

employee shall be rostered to take a Friday or Monday off on the earliest practicable opportunity upon his/her normal roster being resumed.

- (vii) Where an employee takes long service leave his/her entitlement to accrue towards a rostered day off shall cease. The employee shall not be entitled to a rostered day off during the period of long service leave. In lieu, the employee shall be paid the value of accrued entitlement outstanding to him or her on the last day of work prior to taking long service leave.
- (b) Employees other than those engaged by Bus or Service Car proprietor 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 to provide 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.
  - (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 out 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, as prescribed in Part IX - AWARD COMPLIANCE AND UNION RELATED MATTERS Clause 2- Time and Wages Book of this award at each time this provision is used.

## **8. WORK ON SATURDAYS, SUNDAYS AND HOLIDAYS WITH PAY**

- (a) For all ordinary hours worked on a Saturday, an employee shall be paid at the rate of time and a half with a minimum payment as for two hours worked at the appropriate rate.
- (b) For all ordinary hours worked on a Sunday, an employee shall be paid at the rate of double time with a minimum payment as for four hours worked at the appropriate rate.

- (c) For all time of duty on any Holiday with Pay hereof excepting Christmas Day and Good Friday, payment shall be made at the rate of double time. For all time of duty on Christmas Day and Good Friday, payment shall be made at the rate of double time and one half.



## PART VI - LEAVE AND HOLIDAYS WITH PAY

### 1. ANNUAL LEAVE

#### (a) Period of Leave

##### (i) Day Workers

A period of 28 consecutive days' leave shall be allowed annually to an employee on weekly hire after 12 months' continuous service (less the period of annual leave).

##### (ii) Shift Workers

Employees engaged on shift work shall be entitled to an additional seven consecutive days' leave.

Where an employee with 12 months' continuous service is engaged for part of the 12 monthly period as a shift worker, he or she shall be entitled to have the period of annual leave prescribed in section (i) increased by one half a day for each month he or she is continuously engaged.

#### (b) Broken Leave

Leave allowed under the provisions of subclause (a) shall be given and taken in one consecutive period, or if the employer and the employee agree, in any combination, provided one period shall be not less than seven consecutive days.

Any agreement shall be reduced to writing and kept with the employer's records of employment.

#### (c) Annual Leave Exclusive of Public Holidays

(i) Such period of annual leave shall not include holidays mentioned in Clause 4 - Holidays with Pay hereof and observed on working days, but shall include all other non-working days.

(ii) If any holiday falls within an employee's period of annual leave and is observed on the day which in the case of that employee would have been an ordinary working day, there shall be added to that period one day, being a ordinary working day, for each such holiday observed as aforesaid.

(iii) Where an employee, without reasonable excuse, proof whereof shall be upon him or her, is absent from his/her employment on the working day or part of the working day prior to the commencement of his/her annual leave or fails to resume work at his or her ordinary starting time on the working day immediately following the last day of the period of his or her annual leave, the employee shall not be entitled to payment for the public holidays which fall within his or her period of annual leave.

(d) Notice of Leave to be Given

(i) The taking of leave shall be at a time mutually agreed between the employer and the employee. Where an employer proposes that leave be taken not less than four weeks' notice shall be given to the employee.

(ii) Any leave to which an employee may become entitled hereunder shall be granted by the employer within four calendar months of leave becoming due.

**PROVIDED** that if because of the conditions operating in this industry or of circumstances over which he or she has no control, an employer considers it impossible for him or her to grant leave to any employee within the said period, he or she may, by agreement with the employee, postpone such leave until a later date.

(e) Payment for Period of Leave

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

(ii) A shift worker (as defined) shall be paid during a period of annual leave an allowance of 17.5% of ordinary wages or projected shift roster payments, whichever is the greater. Projected shift roster payments shall include allowances which would have been paid had the employee not been on recreation leave.

For the purposes of this subclause and subclause (i) hereof, the wages shall be at the amount prescribed in this award for the occupation at which the employee was ordinarily employed immediately prior to the commencement of his/her leave or the termination of his/her employment, as the case may be, but in the event of an employee being engaged during a period of four weeks prior to such commencement or termination on two or more occupations entitling him or her to different rates of pay, the wages to be paid to such employee hereunder shall be the amount of his other average weekly wages for ordinary working time over such period of four weeks.

(f) Leave to be Given and Taken

The annual leave provided for by this clause shall be allowed and shall be taken; and payment shall not be made or accepted in lieu of annual leave, exception on termination of employment.

(g) Leave Allowed Before Due Date

- (i) An employer may grant annual leave to an employee before the right thereto has accrued due, but where leave is taken in such a case a further period of annual leave shall not commence to accrue until the expiration of the 12 months in respect of which annual leave has been taken before it accrued.
- (ii) Where leave has been granted to an employee pursuant to paragraph (i) of this subclause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months' continuous service in respect of which the leave was granted, the employer may, for each one complete month of the qualifying period of 12 months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment, one-twelfth of the amount of wages paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed in Clause 4 - Holidays with Pay hereof.

PROVIDED that, in cases where such leave is granted at the request of the employee, the employer may, when making payment under subclause (g) hereof, withhold from the employee a sum equal to one-twelfth for each complete month of the qualifying period not served by the employee at the time of going on such leave and retain such sum until the expiration of such qualifying period.

(h) Proportionate Leave on Termination of Service

Proportionate payment shall be made in respect of each completed month of continuous service in any qualifying 12 monthly period when an employee lawfully leaves his or her employment or his or her employment is terminated by his or her employer through no fault of the employee.

(i) Successor or Assignee or Transmitttee

Where the employer is a successor or assignee or transmitttee of a business, if an employee was in the employment of the employer's predecessor at the time when he or she became such successor or assignee or transmitttee, the employee, in respect of the period during which he or she was in the service of the predecessor, shall for the purposes of this clause be deemed to be in the service of the employer.

## **2. BEREAVEMENT LEAVE**

(a) Paid Leave Entitlement

An employee shall on the death of a member of the employee's immediate family, or a member of the employee's household be entitled upon application being made to, and approved by the employer, to leave up to and including the day of the funeral of such relative and such leave will be without deduction of pay not

exceeding the number of ordinary hours worked by the employee in three ordinary days.

Proof of such death, in the form of a death notice or other written evidence, shall be furnished by the employee to the satisfaction of the employer.

**PROVIDED** that no such payment shall be made in respect of an employee's rostered days off (as defined),

**PROVIDED ALWAYS** 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.

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

- (i) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, 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
- (ii) 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.

(b) Unpaid Bereavement Leave

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

(c) Casual Employees and Employees in Receipt of a Loading in lieu of Paid Leave – Caring Responsibilities

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

### **3. HOLIDAYS WITH PAY**

- (a) All employees (other than casual employees) shall be allowed the following days as paid holidays: New Year's Day, Australia Day, Hobart Regatta Day (south of Oatlands), Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day.

'Show Day' means not more than one local show day observed on an employee's ordinary working day, other than a Saturday or a Sunday, in the city, town or district in which the employee is employed; or such other day which, in the absence of such a local show day, is agreed on by the employee and the employer, therefore making a total of 11 paid public holidays per year.

- (b) Payment for the holidays mentioned in subclause (a) which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when, if it were not for such holiday, he or she had been at work.
- (c) Payment to an employee for work performed on holidays mentioned in subclause (a) shall be at the rate specified in Part V - HOURS OF WORK, SHIFT WORK, OVERTIME AND RELATED MATTERS, Clause 8 - Work on Saturdays, Sundays and Holidays With Pay.

### **4. PARENTAL LEAVE**

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

- (a) Definitions

For the purposes of this clause:

- (i) **'Child'** means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the parent of the employee or a child who has previously lived continuously with the employee for a period of six month or more.
- (ii) **'Continuous service'** means service under an unbroken contract of employment and includes:
- (1) any period of leave taken in accordance with this clause;
  - (2) any period of part-time employment worked in accordance with this clause; or

- (3) any period of leave or absence authorised by the employer or by the award.
  - (iii) **'Employee'** includes a part-time employee but does not include an employee engaged upon casual work, unless that work has been under a continuous contract of employment of at least 12 months.
  - (iv) **'Female employee'** means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
  - (v) **'Male employee'** means an employed male who is caring for a child borne of his spouse or a child placed with the employee for adoption purposes.
  - (vi) **'Primary care-giver'** means a person who assumes the principal role of providing care and attention to a child.
  - (vii) **'Spouse'** includes a de facto or a former spouse.
- (b) Entitlement
- (i) After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For mothers, maternity leave provisions apply and for male employees, paternity leave provisions apply. Adoption leave provisions apply in the case of adoption.
  - (ii) Subject to subclause (c) (vi), parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
    - (1) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
    - (2) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.
  - (iii) Unless otherwise agreed between the employee and the employer, parental leave shall be granted and taken in accordance with the notice given by the employee as specified below.
- (c) Maternity Leave
- (i) An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
    - (1) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least 10 weeks;

- (2) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least 4 weeks.
- (ii) Where the employee gives notice under (d) (i) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse, and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- (iii) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or other compelling circumstances.
- (iv) An employee may commence maternity leave at any time within six weeks immediately prior to the expected date of birth.
- (v) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- (vi) Special Maternity Leave
  - (1) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
  - (2) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, special maternity leave.
  - (3) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid personal leave to which she is then entitled and such further unpaid special maternity leave as a registered medical, practitioner certifies as necessary before her return to work. The aggregate of paid personal leave, special maternity leave and parental leave, including paternity leave taken by her spouse, may not exceed 52 weeks.

(vii) Transfer to a safe job

- (1) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- (2) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

(d) Paternity Leave

- (i) A male employee will provide to the employer at least 10 weeks prior to each proposed period of paternity leave:
  - (1) that a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place, and
  - (2) written notification of the proposed dates on which the period of paternity leave will start and finish and
  - (3) a statutory declaration stating:
    - (A) that period of paternity leave will be taken to become the primary care-giver of a child;
    - (B) particulars of any period of maternity leave sought or taken by the mother, and
    - (C) that for the period of paternity leave, the employee will not engage in any conduct inconsistent with their contract of employment.
  - (4) The employee will not be in breach of this subclause if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

(e) Adoption leave

- (i) The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice,



where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

- (ii) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
  - (1) the employee is seeking adoption leave to become the primary care-giver of the child;
  - (2) particulars of any period of adoption leave sought or taken by any other person in respect of that child, and
  - (3) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- (iii) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- (iv) Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- (v) An employee will not be in breach of this subclause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of an adoptive parent or other compelling circumstances.
- (vi) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

(f) Parental Leave and Other Entitlements

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

(g) Part time work

(i) Entitlement

With the agreement of the employer:

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

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

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

(iii) Pro Rata Entitlements

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

(iv) Transitional Arrangements - Annual Leave

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

(v) Transitional Arrangements - Personal Leave

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

(vi) Part-time Work Agreement

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

(vii) Termination of Employment

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

(viii) Extension of Hours of Work

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

(ix) Nature of Part-time Work

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

(x) Inconsistent Award Provisions

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

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

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

(h) Replacement Employees

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

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

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

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

By mutual agreement between the employee and the employer, the period of leave may be further extended.

(j) Redundancy

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

(k) Right To Request Variation To Parental Leave Provision

- (i) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:
  - (1) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
  - (2) to extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months;

- (3) to return from a period of parental leave on a part-time basis until the child reaches school age,

to assist the employee in reconciling work and parental responsibilities.

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

(l) **Communication During Parental Leave**

- (i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
  - (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
  - (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with (l)(i)(1).

**5. PERSONAL LEAVE**

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

(a) Definitions

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

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

(b) Amount of Paid Personal Leave

- (i) Paid personal leave is available to an employee, when they are absent:
  - (1) due to personal illness or injury; or
  - (2) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.
- (ii) The employee shall not be entitled, in any one year, to personal leave credit in excess of two weeks of ordinary working time.

**PROVIDED** that during the first three months of employment personal leave shall accrue on the basis of 6.33 hours for each completed calendar month of service with the employer.

- (iii) For the purpose of administering paragraph (ii) of this subclause, an employer may within one month of this award coming into operation or within two weeks of the employee entering his or her employment require an employee to make a sworn declaration or other written statement as to what paid leave of absence he or she had had from any employer during the then current year, and upon such statement the employer shall be entitled to rely and act.
- (iv) Personal leave shall accumulate from year to year so that any balance of the period specified in paragraph (ii) of this clause which has in any year not been allowed to an employee by an employer as paid personal leave shall be credited to the employee and, subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the personal leave prescribed in respect of that year.
- (v) An employer shall not be required to make any payment in respect of accumulated personal leave credits to an employee who is discharged or leaves his or her employment, or for any time an employee is absent from work without producing satisfactory evidence of personal illness.

(c) Personal Leave for Personal Injury or Sickness

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

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

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

Leave may be taken for part of a single day.

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

(e) Employee Must Give Notice

The employee shall, as soon as possible and where practicable within one hour of commencement of the employee's normal working day, inform the employer of his or her inability to attend for work and, as far as may be practical, state the nature of the illness or injury and the estimated duration of absence.

(f) Evidence Supporting Claim

- (i) The employee shall prove to the satisfaction of the employer (or in the event of a dispute, the Tasmanian Industrial Commission) that he or she was unable on account of such illness or injury to attend for work on the day or days for which the personal leave is claimed.
- (ii) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

(g) Personal Leave and Workers' Compensation

The employee shall not be entitled to such leave of absence for any period in respect of which he or she is entitled to workers' compensation.



(h) Unpaid Personal Leave

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

(i) Casual Employees and Employees in Receipt of a Loading in lieu of Paid Leave – Caring Responsibilities

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

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

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

## **PART VII - CONSULTATION AND DISPUTES RESOLUTION**

### **1. CONSULTATIVE MECHANISM**

At each enterprise, an employer, the employees and where appropriate the unions, shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of that enterprise. Measures raised by the employer, employees and/or the unions for consideration shall be processed through that consultative mechanism and procedures.

### **2. GRIEVANCE AND DISPUTE PROCEDURE**

Grievances or disputes shall be dealt with in accordance with the following:

- (a) In the event of a grievance or dispute arising at work an employee shall raise it with the foreman or supervisor.
- (b) Any matter which has been fully discussed between an employee or employees and the foreman or supervisor and is still in dispute shall be referred to the union delegate concerned.
- (c) Notwithstanding paragraph (i) hereof, an employee may refer the matter directly to the union delegate.
- (d) The union delegate shall then discuss the matter with the foreman or supervisor concerned.
- (e) If the matter remains unresolved, the union delegate shall discuss it with the appropriate manager or management representative.
- (f) If the matter remains unresolved the union delegate shall inform the organiser of the union, or other appropriate official of the union concerned, of the nature of the issue in dispute and discussions shall then be held between the management representative and the union official and/or delegate(s).
- (g) If agreement has not been reached the matter may then be referred to the Tasmanian Industrial Commission for resolution.
- (h) While the above procedure is being followed work shall continue normally without interruption and all the parties will use their best endeavours to ensure that continuation.
- (i) No party shall be prejudiced as to final settlement by a continuance of work in accordance with paragraph (viii) hereof.

### **3. SAFETY MATTERS**

Where a genuine safety issue arises an employee shall first raise it with his or her supervisor. The supervisor shall investigate the matter and if he or she considers the equipment or area concerned to be unsafe, he or she shall take all necessary steps to rectify the unsafe condition.

If he or she considers the equipment or area concerned to be safe, he or she shall arrange for further discussions to take place involving the appropriate representative of the company and its employees as soon as practicable having regard to the requirements of the company.

Nothing in the above procedures shall oblige an employee to perform work which is the subject of a genuine safety issue.

### **4. TRAINING**

(a) Following proper union and employer consultation, which may involve the setting up of training committees, the employer shall develop a training policy and programme consistent with:

- (i) the current and future skill needs of the enterprise;
- (ii) the size, structure and nature of the operations of the enterprise;
- (iii) the need to develop specific vocational skills relevant to the enterprise and/or broadly based knowledge of the transport industry through courses conducted by appropriate training providers and educational institutions.

(b) (i) Where, as a result of consultation, it is agreed by the employer that additional training in accordance with the programme developed pursuant to subclause (a) herein should be undertaken by an employee, such training may be undertaken either on or off the job.

PROVIDED that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.

- (ii) Any costs associated with standard fees for prescribed courses, prescribed textbooks (excluding those textbooks which are available in the employer's technical library) and travel costs incurred in connection with the undertaking of training may be reimbursed by the employer on such terms and conditions as the employer and employee agree are appropriate prior to the commencement of such training courses.

## **PART VIII –EQUIPMENT**

### **1. GEAR AND EQUIPMENT**

- (a) The employer shall provide, if required, free of cost to the employee, dust coats and waterproof coats, together with uniforms and caps.
- (b) The employer shall provide all tools and equipment necessary to enable the employee to carry out his or her duties.
- (c) Washers shall be provided with gum boots, chamois and brushes.
- (d) The clothing, tools and equipment provided under this clause shall remain the property of the employer.

### **2. UNIFORMS**

Employees who are required to wear uniforms shall be provided with same by the employer free of cost to the employee.

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

### **1. RIGHT OF ENTRY**

Right of entry shall be in accordance with Section 77 of the *Industrial Relations Act 1984*.

### **2. TIME AND WAGES BOOK**

Each employer shall keep a record from which can be readily ascertained the name of each employee and his or her occupation, the hours worked each day, and the wages and allowances paid each week.

The time occupied by the employee in filling in any time record or cards or in the making of records, shall be treated as time of duty, but this does not apply to checking in or out when entering or leaving the employer's premises.

The time and wages record shall be open for inspection to a duly accredited employees' representative during the usual office hours at the employer's office or other convenient place.

The representative making such inspection shall be entitled to take a copy of entries in a time and wages record relating to a suspected breach of the award.

P C Shelley  
**DEPUTY PRESIDENT**

4 August 2009