

## 1. TITLE

This Agreement will be known as the Tourism Tasmania Industrial Agreement 1997.

## 2. CONTENTS

### Arrangement of Agreement

Subject Matter	Clause No.	Page No.
Title	1	1
Contents	2	1
Relationship to Existing Awards	3	1
Parties to the Agreement	4	1
Term of Agreement	5	2
Definitions	6	2
Parental Leave	7	2
Carers Leave	8	4
Dispute Avoidance and Settlement	9	5
Flexible Work Practices	10	6
Signatories to the Agreement	11	6

## 3. RELATIONSHIP TO EXISTING AWARDS

This Agreement will be read in conjunction with the relevant State Awards as listed below.

*Tourism Tasmania Staff Award*  
*General Conditions of Employment Award*

Where there is an inconsistency between the terms of this Agreement and the above listed Awards, the provisions of this Agreement prevail.

## 4. PARTIES TO THE AGREEMENT

This Agreement is between ;

*the Minister for Public Sector Administration*  
*Tourism Tasmania*  
*Community and Public Sector Union - SPSF Tasmania*

and will apply to employees in Tourism Tasmania.

## **5. TERM OF AGREEMENT**

This Agreement will take effect from the beginning of the first full pay period to commence on 1 May 1997 and will remain in effect for a period of twelve months.

## **6. DEFINITIONS**

In this Agreement :

*Employer* means the Minister for Public Sector Administration or the Chief Executive Officer of Tourism Tasmania.

*Employee* means employees employed under the provisions of the Tasmanian State Service Act, 1984 or the Tourism Tasmania Act, 1996.

## **7. PARENTAL LEAVE**

### **Introduction**

Employees are entitled to up to 52 weeks unpaid maternity, paternity or adoption leave after twelve months continuous service with the Tasmanian State Service on the occasion of the birth or adoption of a child under the age of 5 years. The period of leave without pay may be offset by maternity leave; in the case of paternity leave, carers leave; any accrued annual leave and long service leave entitlements.

Part-time employees will be entitled to parental leave in the same ratio as their weekly hours of work bear to the equivalent ordinary hours of a full time employee.

For the purposes of this clause;

**Partner** includes spouse or defacto spouse

**Child** means any child of which the employee is the legal guardian or primary carer

**Maternity Leave**

Where an employee is granted leave of absence on account of becoming pregnant, the employee may treat as leave of absence on account of sickness such amount of leave of absence granted as is equal to the amount of leave of absence on the grounds of sickness to which the employee is entitled. The leave of absence which may be treated as leave of absence on account of sickness shall not exceed 61 working days. Payment for such leave will be made during the normal pay periods.

**Paternity Leave**

An employee is entitled to up to 52 weeks unpaid paternity leave. An employee on approved paternity leave can access that leave within the following guidelines:

- (i) Up to one week's leave at the time of the birth of the employee's partner's child; and,
- (ii) A further period of up to 51 weeks in order to care for the child or partner.

Paternity Leave cannot extend beyond the child's first birthday.

**Adoption Leave**

An employee is entitled to up to 52 weeks unpaid adoption leave when adopting a child under the age of five years.

An employee on approved adoption leave is entitled to two days of unpaid leave to attend compulsory interviews or examinations as a necessary part of the adoption procedure. Where paid leave is available to the employee the employee may be required to take paid leave in lieu of unpaid leave.

An employee on approved adoption leave can access that leave within the following guidelines:

4.

(i) an unbroken period of up to three weeks at the time of placement of the child; or,

(ii) an unbroken period of up to 52 weeks from the time of placement of the child in order to be the primary carer of the child. Such leave will not extend beyond one year after the placement of the child.

### **Continuity of Service**

Absence on parental leave will not break the continuity of service of an employee and will be taken into account in calculating the period of service for the accrual of recreational leave and an employee's entitlement to salary increments.

## **8. CARERS LEAVE**

### **Introduction**

The employee is entitled to up to five (5) days paid carers leave per annum to attend to pressing family responsibilities. This leave does not accumulate.

Situations that may be recognised as acceptable for carers leave include:

- the illness of an immediate family member;
- caring responsibility where an immediate family member's usual carer is unavailable;
- accompanying an immediate family member to a medical, legal or dental appointment;
- attendance at the birth of a child of an immediate family member;
- accompanying an immediate family member to court.

Leave may be taken for part of a single day.

Employees covered by this Agreement will not be entitled to leave on account of special circumstances under Clause 51 (a) and (b) of the Tasmanian State Service Regulations 1985 where the purpose of the leave is to provide for care and support as provided for in this clause.

5.

**Carers Leave Entitlement**

All staff are eligible for paid carers leave. Part time staff are eligible for paid carers leave on a pro rata basis.

For the purposes of this clause:

**Care:** *means situations where a staff member is required to be absent from the workplace for the purpose of attending to, caring for and/or supporting a member of the immediate family.*

**Carer:** *means a staff member who is responsible for attending to or caring for an immediate family member.*

**Immediate**

**Family:** *means a partner or spouse, parent, defacto spouse, parent of partner or spouse, brother, sister, grandparent, grandchild, guardian, foster parent, step parent, step brother or sister, half brother or sister, child, foster child, or step child, and, any person who, by reason of the special circumstances of a particular case, is approved by the Chief Executive as an immediate family member.*

**9. DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURE.**

Subject to the provisions of the Tasmanian Industrial Relations Act 1984, any grievance or dispute arising from the terms of this Agreement which is unable to be resolved by the parties to the Agreement will be submitted to the Tasmanian Industrial Commission.

Where the above is being followed, work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this clause.

## 10. FLEXIBLE WORK PRACTICES

Subject to the requirement of the "Standard Hours" principle of the Commission, employees and management at a local workplace may enter into an "hours agreement" aimed at meeting local area business needs. Where an "hours agreement" has been agreed, the agreement will prevail over the General Conditions of Employment Award for the employees concerned. All agreements will apply for the period of this Agreement or for such lesser periods agreed between the parties.

Standard hours of work for full time employees are seventy three hours and thirty minutes per fortnight.

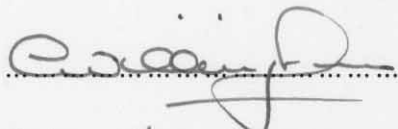
Tourism Tasmania will maintain a register of all agreements reached under this provision.

## 11. SIGNATORIES TO THE AGREEMENT

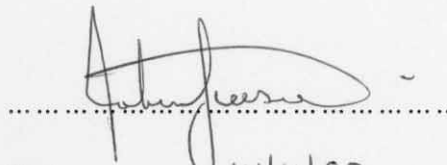
*This Agreement is made at Hobart on this 16<sup>th</sup> day of APRIL 1997*

*Signed for and on behalf of;*

*The Minister for Public Sector  
Administration*

  
Date: 16.4.97

*The Chief Executive Officer of  
Tourism Tasmania*

  
Date: 14/4/97

*Signed for and on behalf of;*

*The Community and Public Sector Union (State Public Services Federation  
Tasmania)*

  
Date: 15/4/97

**This Agreement is registered pursuant to Section 56(1) of the Industrial Relations Act 1984**

