

TASMANIAN INDUSTRIAL COMMISSION
Industrial Relations Act 1984

T No. 6944 of 1997

IN THE MATTER OF an application by the
Automotive, Food, Metals, Engineering,
Printing & Kindred Industries Union to
vary the Government Printing Office
Production Staff Award

re restructuring of award

COMMISSIONER IMLACH

HOBART, 6 June 1997

TRANSCRIPT OF PROCEEDINGS

Unedited

COMMISSIONER IMLACH: Change in appearances, Mr Watson.

MR M.WATSON: Yes, commissioner. **MARK WATSON**, appearing on behalf of the Printing Authority in lieu of JENNY THOMAS.

5 COMMISSIONER IMLACH: The appearances are the same. Now, Mr Walsh.

MR WALSH: Thanks, Mr Commissioner. In this matter, what I will do in relation, at the commencement, is hand up an exhibit which is the completed document which I will then proceed to - I have only handed up the award at this stage -

COMMISSIONER IMLACH: Right. Yes.

10 MR WALSH: - and it would be taking a line through your suggestions the other week, Mr Commissioner. What I intend to do is, very briefly, go through it clause by clause and highlight the ones which have made - there have been some subsequent changes as a result of discussions between the parties.

15 COMMISSIONER IMLACH: Now, just before you go any further, are you seeking to amend your application to remove the previous draft and put this one in?

MR WALSH: That's correct, Mr Commissioner.

COMMISSIONER IMLACH: Correct. Right.

MR WALSH: I apologise for that.

COMMISSIONER IMLACH: Any objection for that? No. It's agreed.

20 MR WALSH: On page 2, there's been a photocopying error. We've got two front pages, only that's it been

COMMISSIONER IMLACH: Oh, yes.

25 MR WALSH: But if you go to page 2, the title, obviously it is quite clear cut. There is a - well there is a change of title to the previous award which was the Government Printing Office Production Staff Award. It will now be known as the Printing Authority of Tasmania Award. The scope very much the same as what it has been in that it will apply to all employees occupying positions for whom classifications appear in this award. The next two pages are simply the contents page.

Clause 4 is straightforward: Date of Effect.

30 Clause 5 is again standard - as with clause 6. There is one addition in relation to clause 6 in the document I have just tendered and that is a new (b). It was brought to the attention of the parties that we in fact had nothing in there which bound or bind - and I am not sure what the correct terminology is there -

MR: Bondage.

35 MR WALSH: - bonded - is that there is - that employees whether members of a registered organisation or not for whom classifications appear in this award. So that was simply a tidying up procedural change.

Clause 7, there are some minor changes in relation to the definitions, and I might say to you sir, that where there is a word in italic, it is the one that we have changed

from the original application. So it's the italics that are - that signify the changes and there are a number of them. Call Back, and if by some chance I've missed one it's not - it's been purely by accident. Call Back, previously said, is when an employee is called. What we have done is consistent wording throughout the document means, so that we have consistency in the wording, Call Back means et cetera, Commission means, CEO means, whereas before it was a number of variations - yes, refers.

There is a new definition inserted which is Mutual Agreement - I'll come to more about that later - but in the definition Mutual Agreement means agreement between the authority and employees.

The page - on page 7, again there are some - just consistency of wording, means in relation to the union, the working day, and I think that is about all on that page.

Page 8 is - well, clause 8 Salaries. What we have inserted in there, and there's actually - I'll leave Mr Miller to deal with the classification standards for the clerical stream.

If we go to page 12, which is the Production Stream, there is actually no changes to that from the Government Printing Office Production Staff Award. There is no variations to those clauses other than probably the wage rates. So that takes us through to the conclusion of page 24, so that is a direct -

COMMISSIONER IMLACH: Did you say that there has probably been a change to the wage rates or they're still the same or what, Mr Walsh?

MR WALSH: No, the wage rates have been amended to reflect what is currently paid - what is currently paid, not what is proposed here today. Yes, so it is what is currently paid, with all the variations.

COMMISSIONER IMLACH: Sorry. What's that mean exactly, the prescribed rate plus plus, or what?

MR WALSH: No, No. It means the - well the original - sorry, the wage rates reflect what is paid as at today's date. So that with all the amendments, variations that may have taken place during the life of the -

COMMISSIONER IMLACH: Current award.

MR WALSH: - current award, the actual rate is the rate that is paid.

COMMISSIONER IMLACH: Right. Thank you. Page 24.

MR WALSH: Page 24 is the -

COMMISSIONER IMLACH: The finish.

MR WALSH: - conclusion. Page 25 is a new clause which is inserted, that is clause 9 which just refers to the consultation and communication framework that has been established at the Printing Authority, and that sets out that it is called the Industry Agreement Team, what their functions are and what their purpose is.

The dispute clause 10 is the Dispute Resolution Procedure. Again, that is with some minor amendments that involve the dispute procedure that was in place in the previous award. There has been no major changes.

Payment of Wages, clause 11. Again is pretty well standard in relation to the previous award. There has been no major - there have been no changes to that award, as with clause 12 the First Aid Certificate Allowance.

5 Higher Duties Allowance, page 28 and clause 13, is - I have just got to check two documents here - there are no changes to that. The Higher Duties Allowance sets out what the agreement now - what the award reflects in relation to the performance of higher duties.

10 Likewise with the clause 14, a More Responsible Duties Allowance. Clause 14 is a new clause that was not in the previous Production Staff Award. That is a new clause which identifies what the procedures will be for those employees who are required to perform duties of a more responsible nature on an intermittent basis. So it just quite clearly defines the procedures.

Clause 15 - Pay slips - there is no change to that particular clause.

15 Clause 16 - The Supported Wage System - is as per the clause that was established by this - by the commission and was inserted.

20 So we are now over to page 34 which is the 'Working Hours'. This clause has had significant changes to it from the Production Staff Award but in essence what it does now reflect is flexible working hours and the arrangements that will take place in relation to the Printing Authority. I don't - I think that the important points from my union's perspective is that clause (b) of the Notice of Alteration of Working Hours and - and that is the last part of that clause which says - oh well, I'll read the whole clause: The daily working hours of each day work employee including the meal periods are to be determined by the authority provided that the authority is to only alter the usual daily working hours of any employee by mutual agreement.

25 And quite clearly the position of the union on behalf of its members is that if whatever the usual working hours that are in place - and by that I refer to the rostered days - that they can only be changed by mutual agreement and so that safeguards the parties in relation to - and it - and what it does is it continues the working relationship that does exist in the authority whereby there is flexibility; 30 people don't stick hard and fast to rosters in the sense that where work is such that it does require some flexibility then the parties have been able to reach mutual agreement.

35 And I think the emphasis from our point of view is that the mutual agreement is working quite well and I see no reason why it will not continue to work well. There is the clause in there under (a) which says - that again picks up the clause out of the Production Staff Award which has been in place for many years, and that is: that provided - that proviso there - that the spread of working hours of work may be altered with the agreement of the majority of employees at the plant or work section or work sections so that those - et cetera.

40 So those provisions down there are still in place whereby where the majority of employees agree to change their working roster, agreement is reached with the employer, then those flexible working hours can be put in place.

45 So I think that - from our perspective - that clause reflects what is in place; it has removed a number of, I suppose, clauses in the old award which said that - referred to seven days' notice, for example. It's made the clause far more workable in the sense of the mutual agreement and while ever that mutual agreement applies then we foresee no - no problems with the application of that award - that clause, Mr Commissioner.

5 The - clause 18 - again is a clause that is straight out of the - well it's - it was in the previous award - posting of working hours, call-back provision - they've not changed. There have been some minor - some drafting amendments in the sense of the call-back clause was actually taken out of the old overtime clause and has actually been given a heading and a clause of its own. So there has certainly been a lot of work done in tidying up the award and making it far more readable, understandable and easier to find which will probably be a bonus to all of us but I hope we don't need to call on the commission to use these clauses.

10 But clause - so clause 19 is the call-back provisions. Clause 20 is the overtime provisions and again there is no changes in relation to that clause. We've not increased nor decreased the provisions that are applicable in relation to overtime.

There are some references in there which again I will leave to my colleague to refer to about the clerical stream.

15 Twenty one - clause 21 - Shift Work, is - it was a new clause - was a clause that was inserted by agreement and that just is a fairly short and succinct provision in relation to shift work.

20 Part 4 - on page 38 - sorry - yes, it is page 38 - I'm working off three documents here so I'm getting a little bit confused which is probably not unusual for me - clause 22 - Contract of Employment - again is the standard provision which is applied at the Printing Authority and there has been no - no change to that.

Clause 23 - Termination of Employment - and again this was a clause which we - again we just extrapolated out of the previous Government Printing Office Production Staff Award and actually set it down in clear defined terms so there's been no change to that. The noted requirements are as - are as standard.

25 The Abandonment of Employment is as standard - clause 24. The Redundancy Payments - clause 25 - is a new clause which has been inserted in there by agreement between the parties and that was one of the issues which required some time and consultation and discussion and I'm pleased to be able to say that that was one of the issues which, whilst it had delayed the acceptance of the award where all parties are now satisfied with the way in which that - that clause is written - and that just reinforces that in the event of changed circumstances, et cetera, then a redundancy payment will be negotiated. And I'll come to that. In the agreement there is a reference to what the redundancy payment will be.

35 Part 5 on page 41 - Training; that has been - there is Part 5 - Training and Skills Development. There was reference in the previous award. We had a fairly long and convoluted training clause under clause 21 of the old award - or of the Production Staff Award and what we've actually done is rewritten that clause to where it's - actually has some meaning and - and hopefully will now have some application. I think the other one while the best intentions of the parties - probably because we had it so long and so convoluted that we probably none of us ever read it. So I think what we've now put in place is a clause which is relevant particularly given the - the environment in which we operate currently.

45 Clause 27 is the competency-based career structure where - and that was inserted as a result because currently certainly the printing side of the - of this award - the production side - we're undergoing changes to our national competencies; that rather than delay the introduction of this award we felt that what - what we needed to put in place was a clause which referred to where relevant training modules received accreditation, et cetera, that there is an acknowledgment that competency-based training and competency-based career structure is appropriate this day and age.

Part 6 - Leave Provisions - clause 28 - Annual Leave - again is standard - fairly well standard. There are some changes. We have inserted a formula in relation to how the allowance is to be calculated and that is pretty much what was in place with the exception of the formula but the annual leave - the leave provisions are - are
5 standard as what has applied at the authority and again that clause has just been - been written in a manner in which it's understandable and can clearly - and can be quite easily referred to.

The annual leave loading on page 40 - yes page 45 - clause 29 - that has changed in the sense because there has been additions in relation to the clerical stream Level 6
10 because we've now got the clerical stream in this award where previously we didn't have, there have been - been - that annual leave loading clause had to be rewritten and that has - has been done there are any major changes in relation to that.

Clause 30 - Carer's Leave - that's the standard provision in relation to the state provision for carer's leave.

15 COMMISSIONER IMLACH: Turn over a few pages there.

MR WALSH: Yes - page 31 - you can actually go right through to page 58, I think it is - Bereavement Leave - clause 32 - Bereavement Leave; and again that is pretty well a standard - the standard provision which has - whilst it was not in the previous award it - as a result of the changes that the authority has undergone, it
20 was - would have been taken out of the - the GCOS, so - and was inserted in this award.

As with clause 33 - Special Leave - and 34 - Sick Leave - and I don't intend to dwell too long on sick leave. I'm sick of leave.

Page 35 - oh, I'm sorry - clause 35 - Study Leave - again they were - that was agreed
25 - that's a new clause. It was not in the printing - the Production Staff Award and that was inserted as a result of as with what I said earlier - the changes to the - to the authority.

And clause 36 - Jury Service - just a provision which has been now inserted into this award as with 37, 38 and 39 which is the provisions which have been taken out of
30 either the printing - the Production Staff Award or the General Conditions of Service.

And then finally, Mr Commissioner, on page - or the Part 7 - which is the Other - there is the payment - in clause 40 - the Payment Reimbursement of Expenses - and that just sets out that employees on official business are to have all reasonable expenses paid or reimbursed on presentation of official receipts. So it quite clearly
35 sets out for those persons who operate - who will incur expenses in the course that they're carrying out their duties and that's been inserted.

And clause 41 - Protective Clothing - is standard - is what was previously in the award with the - with the change that we've removed the reference to 'but at least annually'. There was a provision in the old award which said that it would be
40 replaced on a fair wear and tear basis but at least annually. These days it's been agreed that it would be just replaced on a fair wear and tear basis.

And clause 42 - Right of Entry - is - there was some discussions at our pre conference and whilst it's probably not strictly - when I say not strictly - it is not word for word in relation to the act. It was felt that what the parties were seeking in
45 relation to that - right of entry - was to set out a clause which is understandable and can be easily referred to. And the parties don't see any - or certainly from the union's point of view, we're quite - quite happy to have that inserted in the award.

I would just say in closing, Mr Commissioner, in relation to this, that - and I suppose I should have commenced with the - with the background to how this came about - but very briefly it came about as a result of the decision of the government to corporatise the Printing Authority and we - when I say we - the parties - have been
5 working towards putting in place a new award for some - I think it's probably three to three and a half years - the process has been long and has been involved and I'm pleased to be able to stand here and say that we've now finally got - well hopefully, we've finally got an award which the parties are - are satisfied with. That's obviously
10 not to say that at some stage the parties won't be back seeking variations to this award. But at least at this stage we're satisfied with the outcome of the award that we've got before us and I would commend it to the commission.

COMMISSIONER IMLACH: Yes, just to - Mr Walsh, what about an operative date?

MR WALSH: The operative date for the award would be the first full pay period commencing on or after the date that the commission makes a decision.

15 COMMISSIONER IMLACH: And I presume you're submitting that all this is in accordance with the guideline and in the public interest?

MR WALSH: Yes, Mr Commissioner, it is.

COMMISSIONER IMLACH: Good. Thanks, Mr Walsh. Mr Miller.

MR MILLER: Sir, it's propitious I suppose, that today is the - is it the 50th - no, it
20 can't be the 50th - but it's the anniversary of the D-Day landings light over darkness and evil and today, as Mr Walsh has indicated, we've finally - finally actually got there after a long and tortuous path.

I don't intend to dwell to any great degree on the issues that Mr Walsh has put before you, however there are one or two issues that I believe should be raised now
25 and I seek some guidance as to how those issues should be dealt with. Unfortunately, I have been sick in the last few days and some documentation that passed between myself and the Printing Authority of Tasmania was partially dealt with and another part of it overlooked and I don't point the bone at anybody for that. It's just one of those clerical errors, or mistakes, that have occurred, but I do think
30 that the award does need a definition of the term 'normal salary'.

This has connotations of course whereby persons who may be on an HDA or an allowance of some form may well be required to work overtime, and other issues, and it therefore needs I think to ensure that that terminology is defined. If it need not be
35 done now, then that matter could be revisited within a reasonably short space of time. I don't think it's appropriate today to attempt to put those words in, in any way, shape or form which may delay this matter but on that I seek guidance from the parties.

It should also be noted that the parties in arriving at this documentation have agreed that state and federal outcomes on wage cases have no effect upon it. This is
40 an agreement for a period of one year - sorry, an award agreement for one year only and for the purposes of transcript, the award clause 13 refers to Higher Duties Allowances at page 28.

It is a change of some consequence in the philosophy of allowances I suppose, maybe not in the actual practice, that for the first time that clerical employees - clerical
45 stream staff will now be able to access a - what used to be called in the health region, I believe, a mixed functions clause whereby for one hour if they undertake work at a higher rate they will be able to be paid for it.

Also in award clause 20(a) the matter there is that - just for transcript purposes, that 'to work' can now be taken at overtime rates, so that if a person has worked overtime, then the time off in lieu is at overtime rates, ie if a person works on a Saturday at double time for instance, then they work five hours, then the amount of time that that person can take off is 10 hours as toil.

COMMISSIONER IMLACH: Is that new, is it?

MR MILLER: Well, it's not so much new, sir, as I think, a recognition of that which should be elsewhere. Some agencies will say to their staff, yes, you can work on a Saturday but we're not going to pay you. You can take toil at time for time which has always been an anathema of course to service organisations such as ours and it's in this document that it's now recognised that time off in lieu for overtime worked is at the overtime rate.

The clerical stream which is not in this award - I beg your pardon - yes, I beg your pardon, it is in the award, is basically a lift from the State Service arena together with its classification standards. It is also noted, or should be noted, that not necessarily do people who are on these clerical scales have automatic progression to the next incremental level. That is a matter which may have agreed - the staff involved have agreed upon and will be by a form of oversight of the agency.

The only other issue, sir, that I would bring to your attention is in clause 39 Public Holidays. This is not a straight lift, as Mr Walsh may not have been aware, but in the GCOE the holidays - public holidays clause includes Easter Tuesday and in this document, Easter Tuesday has been removed. A bit of horse trading went on.

COMMISSIONER IMLACH: It fell out as it was moved over?

MR MILLER: I beg your pardon, sir?

COMMISSIONER IMLACH: It fell out as it was moved over?

MR MILLER: Yes. I beg your pardon, yes. That's of course if bank holidays exist in the near future.

On that note, sir, I have nothing further to add until such time as we come to the agreement. I would reiterate Mr Walsh's sentiments that the CPSU has been dealing with this matter with a - I would say, for Mr Priestley's benefit, with a plethora of industrial officers from the CPSU. Aikens come and Aikens go and Smyths come and go and I don't know how many else there were, but to give credit to the IAT, to the management of the PAT and the union's staff involved, please dear God, touch wood, we've come to fruition.

However, I still come back to the definition of normal salary and seek some guidance there. If the commission pleases.

COMMISSIONER IMLACH: Thanks, Mr Miller. We'll just get that clear now - as far as I'm concerned, you're really reserving your right to put forward an application to have that definition amended as you think it ought to be, subject to negotiations in the meantime.

MR MILLER: I would think, if the parties are agreed, that would be a reasonable application, sir.

COMMISSIONER IMLACH: Well, that's up to you and the parties. That's all I'm saying, that I'm certainly prepared to receive it.

MR MILLER: I think that'll be a reasonable anchor.

COMMISSIONER IMLACH: Good. Thanks, Mr Miller. Mr Watson?

MR WATSON: Thanks, commissioner. I don't intend to make any detailed submissions about the award. I think it's been covered in quite some detail by Mr Walsh and to a lesser extent by Mr Miller, who's given away Easter Tuesday, as I understand it. Just a joke!

Commissioner, as far as that issue about normal salary rate is concerned, we can clarify that right now and that is, that if somebody is acting in a higher position and they work overtime which is related to that higher position, then they would be paid the higher rate of pay for the overtime subject to the restrictions in the award about what rate you do get once you've reached a certain level.

So, if that satisfies other parties, I think we can resolve that now.

COMMISSIONER IMLACH: In what way?

MR WATSON: Our commitment on transcript, that that's the way it'll be done.

COMMISSIONER IMLACH: Yes. Well, I'll leave that to the parties. We'll leave the award as it is and if someone's not happy, they can make an application. That's how I see it.

MR WATSON: Sure. Commissioner, as far as the employer is concerned, this new award has been negotiated in good faith and in accordance with the - I suppose the enterprise bargaining principles, although it has been negotiated as a new award and we would say that the new award, as presented, does not offend the commission's wage fixing principles nor the public interest and we would commend it to you for approval from the first full pay period on or after the date of your decision. If it please the commission.

COMMISSIONER IMLACH: Thank you, Mr Watson. You've no more to say, gentlemen? No.

In relation to that normal salary, I don't want to gloss over it but I take the point that Mr Watson put on the record. If that's satisfactory, well that's good, otherwise what I said applies. I'm not belittling what you said at all, Mr Watson.

All right. Well, I indicate now that this application will be approved, operative from the first full pay period from the date of my decision, which will be as soon as possible.

Thank you.

HEARING CONCLUDED