

T13378 of 2009

27 FEB 2009



PORT ARTHUR HISTORIC SITE STAFF AGREEMENT 2009



1. APPLICATION AND OPERATION OF AGREEMENT

1.1 TITLE

This Agreement shall be known as the Port Arthur Historic Site Staff Agreement 2009.

1.2 PARTIES TO THE AGREEMENT

This Agreement shall be between the Minister administering the *State Service Act 2000*, and the Community and Public Sector Union (State Public Services Federation Tasmania) Inc. (CPSU)

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1.4 Employees Covered

This Agreement applies to employees covered by the Port Arthur Authority Award.

1.5 Period of Operation

This Agreement will have an operative date from 27 November 2008 and will continue in effect until 30 June 2009. The parties agree to commence negotiations for a replacement agreement or new award not later than 1 April 2009.

1.6 Relationship to the Award

Where any inconsistency occurs between this Agreement and the Port Arthur Authority Award, this Agreement shall prevail to the extent of the inconsistency.

Provided further that no employee will be disadvantaged as a result of the changes made to the classification standards between this Agreement and the Port Arthur Historic Site Staff Agreement 2004. Where, within 6 months of the certification of this Agreement by the Tasmanian Industrial Commission, an employee would have been entitled to progression to a higher level or the next incremental step pursuant to the Port Arthur Historic Site Staff Agreement 2004, but progression or incremental step is not automatic under this Agreement, the progression or incremental step will occur as if the classification standard has not been changed.

1.7 No Extra Claims

Except for matters provided for in this Agreement no extra claims for increases in salaries or conditions of employment will be made during the life of this Agreement.

1.8 Definitions

"Authority" means the Port Arthur Historic Site Management Authority

"Casual employee" means a person employed to work on an irregular or as required basis, rate to be calculated from base rate.

"Chief Executive Officer" is the Head of Agency as stated in Part 2 of the *State Service Act 2000*.

'Controlling Authority' in the case of an employee employed under the *State Service Act 2000* means the Minister administering that Act.

"Employee" means a person employed at the Site pursuant to the *State Service Act 2000*.

"Employer" means the Minister administering the *State Service Act 2000*.

"First Aid Level 1" means successful completion of workplace First Aid Level

1

(Introductory First Aid) in accordance with the St John Ambulance Australia (Tasmania) Training Course.



"First Aid Level 2" means successful completion of workplace First Aid Level 2 in accordance with the St John Ambulance Australia (Tasmania) training course.

"Fixed-term employee" means a person appointed for a specified term or for the duration of a specified task as referred to in section 37(3)(b) of the *State Service Act 2000*.

"Ghost Tour Guide" means an employee in respect of whom the provisions of Clause 10 apply.

"Key Result Areas (KRA)" means the agreed goals and objectives arising from a Performance Management Interview between an employee and the employees immediate supervisor.

"Part time employee" means a person, other than a Casual employee, employed to regularly work less than 38 hours each week.

"Permanent employee" means an employee other than a fixed-term employee or a casual employee.

"Performance Management Process" means the process in which an employee and immediate supervisor discuss and agree on KRA's, training and development opportunities for the next 12 months of employment.

"Performance Standards" means level of competency / standard as set by the Authority

"Rostered Day Worker" (RDW) means an employee rostered to regularly work across the seven days of each week who must be available to work at least three weekends per four week roster.

"Site" means the Port Arthur Historic Site as described under the Port Arthur Historic Site Management Authority Act 1987

"Spouse" includes "wife", "Husband", de facto spouse who lives with the employee as a de facto husband or wife.

"Summer roster" means that period which commences on 1 October of each year and ceases on 30 April the succeeding year.

"Winter roster" means that period which commences on 1 May of each year and ceases on 30 September in that year.



1.9 CLASSIFICATION STANDARDS

1.9.1 Conservation Stream

Apprentice

An apprentice is an employee who is undertaking structured training in accordance with the provisions of the *Vocational Educational and Training Act 1994* and the regulations made thereto as administered by the Tasmania State Training Authority.

Works Assistant Level 1

Employees at this level provide general assistance with the maintenance and development of grounds and/or buildings. Level 1 employees will be expected to carry out:

- Routine activities under direct supervision, and;
- Work routines, methods and procedures that are well established.

General Labourer Level 2A

Employees at this level provide basic labouring assistance to trades staff under general supervision including the following:

- Maintenance and development of grounds and/or buildings within the Site and beyond as required, and;
- Transport of equipment and material within the Site and beyond as required, and to and from suppliers, and;
- Basic maintenance of equipment and infrastructure within the Site and beyond as required.

Employees at this level require basic landscaping and/or construction skills.

To be considered for promotion to Level 2A from Level 1, an employee must have demonstrated an acceptable standard of competence and performance for a period of at least 6 months.

Level 2B

Employees at this level provide more experienced labouring assistance to trades staff, otherwise as for Level 2A.

To be considered for promotion to Level 2B from Level 2A, an employee must have demonstrated an acceptable standard of competence and performance for a period of at least 12 months.



Level 2C

Employees at this level provide more experienced labouring assistance to trades staff, otherwise as for Level 2B.

To be considered for promotion to Level 2C from Level 2B, an employee must have demonstrated an acceptable standard of competence and performance for a period of at least 12 months.

Multi-Skilled Labourer Level 3A

Employees at this level provide experienced labouring assistance to trades staff under general supervision including the following:

- Maintenance and development of grounds and/or buildings within the Site and beyond as required, and;
- Transport of equipment and material within the Site and beyond as required, and to and from suppliers, and;
- Basic maintenance of equipment and infrastructure within the Site and beyond as required, and;
- Limited supervision of Level 1 and Level 2 employees as required.

Employees at this level require the following:

- Developed landscaping and/or construction skills across a number of areas, and;
- The ability to work independently when required, and;
- The successful completion of an accredited chainsaw course.

Level 3B

Employees at this level provide experienced labouring assistance to trades staff under general supervision and demonstrate skills across a number of areas, as for Level 3A.

To be considered for promotion to Level 3B from Level 3A, an employee must have demonstrated an acceptable standard of competence and performance for a period of at least 12 months, and to also have successfully completed accredited training, that may include any or all of the following short courses:

Gardens and Grounds

- Tree-Fellers course
- Chemical Spray Application
- Workplace Safety

Buildings & Works

- Scaffolding accreditation
- Workplace Safety



Level 3C

Employees at this level provide experienced labouring assistance to trades staff under general supervision and to demonstrate skills across a number of areas and the completion of accredited short courses, as for Level 3B.

To be considered for promotion to Level 3C from Level 3B, an employee must have demonstrated an acceptable standard of competence and performance for a period of at least 12 months, and to also have successfully completed:

- A relevant accredited sub-trade level certificate or to have achieved the expertise deemed equivalent by the Authority, and, or
- Training in the general maintenance of the sewerage treatment plant and water sampling collection procedures.

Trades Level Level 4A

Employees at this level undertake skilled trade work under limited supervision including the following:

- Maintenance and development of grounds and/or buildings within the Site and beyond as required, and;
- Transport of equipment and material within the Site and beyond as required, and to and from suppliers, and;
- Maintenance of equipment and infrastructure within the Site and beyond as required, and;
- Supervision of Apprentices and Level 1, Level 2 and Level 3 employees as required.

Employees at this level require the following:

- Formal qualifications and at least 12 months experience in a trade deemed to be relevant by the Authority, and;
- Successful completion of an accredited Workplace Safety course.

Level 4B

Employees at this level undertake skilled trade work under limited supervision and possess relevant trade qualifications and experience, as for Level 4A.

To be considered for promotion to Level 4B from Level 4A, an employee must have demonstrated an acceptable standard of competence and performance for a period of at least 12 months, and to also have successfully completed:

- One or more relevant accredited sub-trades level certificates or to have achieved the expertise deemed equivalent by the Authority.



Level 4C

Employees at this level undertake skilled trade work under limited supervision and possess relevant trade qualifications and experience, as for Level 4B.

To be considered for promotion to Level 4C from Level 4B, an employee must have demonstrated an acceptable standard of competence and performance for a period of at least 2 years, and to also have successfully completed:

- One or more accredited post-trade qualifications or experience deemed equivalent by the Authority in a specialist conservation area relevant to the work of the Authority.

Leading Hand Level 5A

Employees at this level undertake skilled trade work, possess relevant trade qualifications and experience, as for Level 4B.

Employees at this level require minimal supervision, are responsible for:

- Supervising Apprentices and Level 1, Level 2, Level 3 and Level 4 employees on a regular basis, and;
- Acting in the position of Supervisor when required, and;
- Providing assistance to the Supervisor with the planning and implementation of the Conservation and Infrastructure work programme.

Employees at this level require good interpersonal and communication skills.

Level 5B

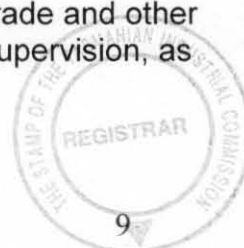
Employees at this level undertake skilled trade work, possess relevant trade and other qualifications and experience, and supervise other staff under minimal supervision, as for Level 5A.

To be considered for promotion to Level 5B from Level 5A, an employee must have demonstrated an acceptable standard of competence and performance for a period of at least 2 years, and to also have successfully completed:

- One or more accredited post-trade qualifications or experience deemed equivalent by the Authority in a specialist conservation area relevant to the work of the Authority, **or**,
- An accredited course in employee management and supervision deemed appropriate by the Authority.

Level 5C

Employees at this level undertake skilled trade work, possess relevant trade and other qualifications and experience, and supervise other staff under minimal supervision, as for Level 5A.



To be considered for promotion to Level 5C from Level 5B, an employee must have demonstrated an acceptable standard of competence and performance for a period of at least 12 months, and to also have successfully completed:

- One or more accredited post-trade qualifications or experience deemed equivalent by the Authority in a specialist conservation area relevant to the work of the Authority, **and**;
- An accredited course in employee management and supervision deemed appropriate by the Authority.

Supervisor Level 6

Employees at this level undertake skilled trade work, and possess relevant trade and other qualifications and experience, as for Level 5C.

Employees at this level are responsible for:

- The overall management and supervision of the Building & Works or Gardens & Grounds crew, and;
- The implementation of the Conservation and Infrastructure work programme as required by the Director, and;
- Participating on committees and working groups as the representative of the Conservation and Infrastructure department as required by the Director, and;
- Managing consultants and contractors, as required by the Director, and;
- Providing assistance to the Director and other professional staff of the Authority with the planning and implementation of the Conservation and Infrastructure work programme.

1.9.2 Tourism Operations Stream

All employees working in positions classified from Level 2 to Level 5 work under limited supervision with a limited degree of autonomy.

Level 1 Trainee Level

Specific roles include: Trainee Information Officer (Day Guide), Trainee Food & Beverage Attendant, Trainee Booking & Ticketing Officer, Trainee Retail Assistant

Supervision/Direction:

Positions at this level are expected to work under specific direction on a day to day basis.

Work undertaken:

Employees engaged in Guiding, Retail, Booking & Ticketing or Food & Beverage and undertaking training for level 2

- With less than 6 months relevant experience in the respective industry;



- An employee with at least one year's experience performing the relevant duties Level 2 and who has not been employed to perform such duties in the immediate proceeding two years or;
- An employee with the appropriate level of training without previous industry experience performing the relevant duties in Level 2

Advancement

A Level 1 employee shall be eligible to advance to Level 2 after satisfactorily attaining the required competency as specified by the Authority.

Level 2

Routine Level

It is desirable that employees at this level hold a Certificate II or III in their relevant field, or experience in a relevant field as deemed appropriate by the Authority.

Specific roles include: Visitor Transport Officer, Information Officer (Day Guide), Booking & Ticketing Officer, Food & Beverage Assistant, Retail Assistant.

Supervision / Direction

General direction refers to situations where detailed or specific instructions are limited in unusual features. Limited supervision means that work is undertaken within established objectives and with little guidance. Conformity with instructions is measured in terms of the achievement of the stated goals and objectives.

Work Undertaken

This is the main operating classification. Employees at this level have sound interpersonal skills and exercise limited discretion. They achieve set outcomes under limited supervision, work judgements based on established guidelines / instructions written or verbal. Employees at this level are directly responsible for the completion of tasks.

Indicative tasks:

Retail:

- Sales and customer service, operating POS system/cash register
- Stock display
- Re-ordering of stock not requiring the exercise of discretion as to price, quantity or type
- General store duties including operation of a VDU
- Clerical functions including operation of telephone systems, facsimile machines, keyboard skills, preparation and allotting of documents, filing of documents and records

Food & Beverage:

- Heating prepared meals and/or preparing simple food items, e.g. sandwiches & salads
- Cooking of breakfasts and snacks, baking, pastry cooking or butchering
- Undertaking general waiting duties of both food and/or beverages, including cleaning of Café / Felons Restaurant equipment, preparing tables and sideboards, taking customer orders,
- Serving food and beverages, cleaning tables, greeting and seating of guests

- Supplying, dispensing or mixing liquor, including cleaning of bar area and equipment
- Preparing the bar of service, taking orders and serving drinks
- Sales and customer service, operating POS system/cash register
- Receiving, storing and distributing foods
- Engaging in delivery duties

Booking & Ticketing

- Operate and maintain a computer based Bookings & Ticketing system
- Information Officer
- Clerical functions including operation of a telephone system, facsimile machines, keyboard skills, preparation and allotting of documents, filing of documents and records
- Utility Officer
- Disabled Persons vehicle driver

Guiding

- Undertake and completion of Introductory Tour and Harbour Cruise, and significant progress towards additional other PAHSMA tours.
- House Attendant

Advancement

All level 2 employees have the opportunity to move within the level 2 salary range. Level 2 employees will be eligible for a salary increment after successfully performing this role for at least 12 months, and achieving the required competency as specified by the Authority and achieving the specific goals and objectives as agreed in the Performance Management process. Advancement into Level 3 is by means of an advertised vacancy, except in respect of an Information Officer.

Level 3

Experienced Level

Employees at this level require Certificate III in their relevant field, and or experience in a relevant field as deemed appropriate by the Authority, with the exception of employees employed as Day Guides. Employees employed as Day Guides at this level require Certificate III in Tourism (Guiding) in accordance with the competency standards of the Australian National Training Authority, or equivalent as deemed by the Controlling Authority, and undertake the full range of guiding duties and contribute to research and operational projects.

Specific roles include: Information Officer, Supervisor Museum Coffee Shop, Fine Dining Waiters, Booking & Ticketing Officers.

Supervision/Direction:

Employees at this level are required to perform their duties with minimal supervision, and may be required to provide supervisory assistance to a section supervisor or Team Leader.

Advancement

All level 3 employees have the opportunity to move within the level 3 salary range. Level 3 employees will be eligible for a salary increment after successfully performing this role for at least 12 months, achieving the required competency as specified by the Authority



and achieving the specific goals and objectives as agreed in the Performance Management process.

Level 4

Supervisor

Employees at this level require Certificate IV in their relevant field. In most cases employees at this level will be in a supervisory position and be required to exercise both discretion and initiative. Employees are required to implement policy matters within their functional areas. May be engaged in the supervision and training of other employees including the development of on-the-job training for other employees.

Specific roles include

Front of House Supervisor, Felons & Café Chefs, Retail Supervisor.

Advancement

On vacancy only

Level 5

Manager

Employees at this level will exercise an advanced level of supervisory and administrative responsibilities requiring a significant degree of discretion and initiative. They will be able to respond to and act on complex and sensitive issues in the areas of customer service, planning, staff, mechanising, etc. They will be responsible for the administration of a defined section/department with accountability to management for strategic direction and meeting objectives. Immediate subordinate staff may include staff in technical or professional structures.

Employees at this level are required to have a Diploma in Tourism or equivalent as deemed by the Chief Executive Officer and any other competencies specific to the Historic Site. Employees at this level are responsible for the day to day management and supervision of employees at Levels 1 to 4 (including Historic Ghost Tour supervision) and Site security.

Specific roles include:

Food & Beverage Manager, Retail Manager, Visitor Services Manager, Guiding Manager, and Historic Ghost Tour Manager.

Supervision Direction:

Positions at this level are required to work with minimal supervision, and report to the Director Tourism Operations

Advancement

On vacancy only

1.9.5 PROFESSIONAL STREAM

For the purposes of this classification standard unless the contrary intention appears:

'Complex Professional Work'

means work which includes various tasks involving different and unrelated processes and methods. It depends on analysis of the subject, phase or issues involved in each assignment and the appropriate course of action may have to be selected from many

alternatives. The work involves conditions and elements that must be identified and analysed to discern interrelationship.

'Corporate Impact'

means a measure of the effect of decisions made or advice required in a position on organizational policies and operations and the achievement of program objectives. Corporate impact is direct in the case of decisions taken, eg. in determining policy or committing resources, or indirect where advice or recommendations are involved. The effect of advice or recommendations is a measure of the influence of the advice or recommendations on the decision maker and the consequences for the organization of the decision made. Recommendations of a highly technical or specialised nature, for example, may influence the work of a major function or area of the organization's operations or have an effect beyond the organization.

'Critical Professional Work'

is a term used in the sense commonly accepted in technological areas in relation to a critical component, critical issue or critical decision. It means a cornerstone, or fundamental decision, requiring the exercise of sound professional judgement of the effects of a decision within a particular professional discipline or field of work.

'General Professional Guidance'

means direction and guidance given by a senior Professional Officer on a range of professional assignments. There is discretion in selecting the most appropriate method of completing these, and conformity with directions is measured by satisfactory completion of allocated professional assignments.

'General Supervision'

means the supervision given by a Professional Officer to technical and other staff. It consists of the allocation, direction, oversight and coordination of the work of subordinate staff. Professional Officers may receive supervision on non-technical administrative matters from non-professional staff.

'Normal Professional Work'

includes ongoing professional duties performed in accordance with conventional established professional practice, methods and standards, but excludes professional work of a novel, complex or critical nature.

'Novel Professional Work'

encompasses work requiring a degree of creativity, originality, ingenuity and initiative and of a type not normally undertaken in a department or significant organizational unit within a department. The term may refer to the introduction of a new technology or process used elsewhere.

'Professional Discipline'

means a branch of a profession.

'Professional Field of Work'

means a major subdivision of a professional discipline.

'Professional Judgement'

means the application of professional knowledge and experience in defining objectives, solving problems, establishing guidelines, reviewing the work of others, interpreting



results and providing and assessing advice or recommendations and other matters which have an element of latitude or decision-making.

‘Professional Knowledge’

includes knowledge of principles and techniques applicable to the profession. It is obtained during the acquisition of professional qualifications and relevant experience.

‘Professional Manager’

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

‘Professional Practitioner’

means an individual, team member or team leader. In their initial years at Professional Officer Level 1 they apply professional judgement across a limited range of activities. Professionals may perform normal professional work under different types of supervision and guidance. Professional supervision is required, but it may not need to be continuous. As they gain experience at Level 1 and at higher levels they carry out a broad range of activities or functions using relevant practices or procedures within a professional discipline or field or work. This role can provide advice to others on aspects of the discipline or field and can be expected to contribute in an original and innovative manner to activities of the work area. This role includes the supervision of subordinate professional staff and staff from other fields of work.

‘Professional Specialist’

means a person who has an in-depth knowledge of, and is acknowledged as an authority both by senior management and by professional peers in a professional discipline, field of work or a range of disciplines or fields. An original and continuing contribution to the discipline(s) or field(s) is an essential element of this role.

‘Professional Supervision’

means supervision given to subordinate professional officers which requires the exercise of professional judgement and consists of:

- Setting guidelines for the work of Professional Officers
- Suggesting approaches to the conduct of professional work
- Solving technical problems raised by subordinate Professional Officers
- Giving decisions on technical solutions proposed by subordinate Professional Officers
- Reviewing and sometimes checking the work of other Professional Officers.

‘Work of a professional nature’

means the application of professional knowledge initially gained by satisfactorily completing an appropriate course of study at a recognised tertiary institution, experience and judgement in the development, management and use of technology; investigation; survey; analysis; testing; observation; evaluation; applied research; planning; provision and maintenance of facilities and services; diagnosis/prognosis; remediation/treatment; liaison; administration of safety regulations; and education in laboratory, field or other situations.



Level 1

A professional Practitioner initially under close professional supervision as to method of approach and requirements, performs normal professional work under general professional guidance, and with professional development may perform novel, complex or critical professional work under professional supervision.

The work involves any or all of the following.

- The normal professional work of an organisational unit, or of a specialized professional field encompassed by the work of the unit
- Normal professional work where it is isolated from immediate professional supervision, for example, because of remoteness of the functional work area
- Difficult or novel complex or critical professional work under professional supervision
- Research carried out under professional supervision and which may be expected to contribute to advances in the techniques used and/or
- Professional supervision of less experienced Professional Officers together with general supervision over technical and other personnel
- Initially the work of a new graduate is subject to professional supervision. As experience is gained, the contribution and the level of professional judgement increases and professional supervision decreases, until a wide range of professional tasks is capable of being performed under general professional guidance
- It is expected that independent professional judgement will be exercised, when required, particularly in recognising and solving problems and managing cases where principles, procedures, techniques and methods require expansion, adaptation or modification

Persons initially are required to have sound theoretical professional knowledge gained through satisfactory completion of an appropriate course or study at a recognised tertiary institution.

Level 2

Under broad policy control and direction is:

- a senior Professional Practitioner who performs novel, complex or critical professional work, or performs a limited range of the duties of Professional Manager or Professional Specialist with general professional guidance.
- The work includes the formulation of professional or policy advice for senior management. Normally there is limited corporate impact at this level as technical advice is often reviewed by higher authority.



- The work includes the role of the team/project Leader requiring the co-ordination of the work of a number of professionals and/or other staff. The staff coordinated need not necessarily be in the same discipline as the leader.
- Employees at this level may oversee the operations of a section comprising professional and/or technical staff engaged in field, laboratory, production or operational work and which may be organized on geographical or functional basis.
- Employees at this level are expected to have wide experience in their professional field. They perform a variety of tasks of a novel, complex or critical nature, either individually or as a leader or member of a team.
- Direction is provided in terms of a clear statement of overall objectives with limited direction as to work priorities.
- Where a professional at this level works as a member of a team he/she should have skills and the experience necessary to perform all the tasks undertaken by the team or to have knowledge and professional judgement to seek and utilise specialist advice when it is required.
- Specialists require substantial or higher knowledge in a particular professional discipline or field and the exercise of independent professional judgement to resolve complex problems or issues.

Level 3

Under broad policy control and direction is one of the following.

- a senior Professional Practitioner
- a Professional Manager
- a Professional Specialist
- The work contributes directly to the formulation of the Site's policies for the work area.
- It requires an understanding of the wider policy and strategic context. Technical or professional advice generally has consequences beyond the immediate work area and is normally only reviewed for policy and general approach.
- The work has moderate corporate impact.
- The work is performed under broad direction in terms of objectives, policies and priorities. Programmes, projects, assignments or other work are generally decided by higher level management but at this level authority is given to decide how to achieve end results within limits of available resources.
- Decisions at this level have direct consequences on the achievement of results for the function or group of activities for which the person is responsible.



- Employees at this level are expected to have extensive experience in their professional field and to perform a range of tasks in the absence of general professional guidance.
- A senior professional practitioner at this level operates in the absence of general professional guidance and is expected to apply significant professional knowledge and professional judgement in one or more professional disciplines or fields in relation to more novel, complex and critical work.
- The Senior Professional Practitioner need not necessarily be supported by other professionals.
- A Professional Manager at this level leads and directs an organizational element or team of professionals and other staff requiring considerable co-ordination, and is responsible for human, physical and financial resources under the control of the position.
- The units or teams may comprise of professional and other staff engaged in field, laboratory, production or operational work and which may be organised on a geographical or functional basis.
- The management role may require professional leadership and direction over subordinate staff including supervisors.
- This involves setting standards for and evaluating performance, interpreting policy relevant to the work area; and may involve resolving more complex, technical or professional problems.
- Professional Specialists at this level exercise a high degree of independent professional judgement in the resolution of more novel, complex and critical problems or issues. They are required to provide authoritative technical or policy advice which draws on in-depth knowledge in a professional or technical field or discipline. Analysis, design and interpretation of results of research or investigations represent authoritative and final professional conclusions. An original continuing contribution to the knowledge in the relevant discipline(s) or field(s) and the application of that advance in knowledge to the organization's work would be expected.

Level 4

Under broad policy control and direction is one of the following.

- a senior Professional Practitioner; or
- a Professional Manager; or
- a Professional Specialist.
- The work requires the exercise of a high degree of independence in the determination of overall strategies, priorities, work standards and the allocation of resources.



- Judgments made at this level form the basis of advice to senior levels within a department and are often critical to the achievement of overall objectives of a departmental programme or organizational unit.
- Work is monitored against broad objectives and has a high corporate impact. Administrative direction is given on the Site's policies and, objectives and to ensure co-ordination with other major work units.
- A senior Professional Practitioner at this level operates in accordance with broad objectives and is expected to apply unusually significant professional knowledge and professional judgement in one or more disciplines or fields directly relevant to the work area and in relation to most novel, complex or critical work.
- A senior Professional Manager at this Level leads, directs and co-ordinates a major function or work area at the Site involving a considerable variety of activities and organised on a functional basis.
- Senior Professional Managers at this level have unusually significant responsibility for the human, physical and financial resources under their control, and the work may also include extensive co-ordination of projects involving unusually large numbers of professional and other staff engaged in field, laboratory, production or construction work. They direct professional and technical staff working in different fields.
- Persons at this level may also be responsible for initiating planning and conducting research projects of considerable breadth which contribute significantly to the development of the Site's policy or are highly complex in terms of problem-definition and methodology.
- A senior Professional Specialist at this level is expected to have a depth of knowledge in his/her discipline or field of significance to the department concerned. Persons at this level often have a national reputation. There is a requirement for a high degree of originality and analytical and conceptual skills in the resolution of particularly complex technical or policy issues. The work requires expert knowledge in a professional or technical field or range of fields and in most cases a comprehensive knowledge of relevant legislation and policies.
- In some circumstances, specialists also have a management and/or co-ordination rate. The work requires constant adaptation of existing principles to new and unusual problems and involves frequent changes in policy, programme or technological requirements.

1.9.6 ADMINISTRATION STREAM

For the purposes of this Classification Standard unless the contrary intention appears:

'Administrative Work'

means the exercise of an appropriate level of responsibility and discretion in undertaking functions of an administrative nature; where administration is concerned with achievement of the organisation's corporate goals through planning, organising, directing and controlling resources and/or activities. Administration is also concerned

with the development and implementation of policy to achieve set objectives and desired outcomes.

'Broad Direction'

means that staff working under broad direction are expected to develop and achieve objectives for specific function under their control which will ensure the attainment of results critical to the efficient functioning of the unit, section branch or agency.

'Clerical Direction'

means instructions and guidance on particular tasks and programs given by supervisors or managers to subordinate staff. It includes direction from non-human sources such as legislation, manuals, standards, etc.

'Clerical Supervision'

means supervision provided by supervisors or managers to subordinate staff to ensure adherence to directions given to decide on proposed solutions or courses of action, and to review and check the work of clerical staff.

'Clerical Work'

means the exercise of an appropriate level of responsibility and clerical knowledge and skill under a required degree of direction and supervision in the understanding of the preparation, processing and maintenance of documents, records and electronic data representing the transactions or business of the work unit or organisation being served. Clerical work is performed with a framework of legislation, policies, procedures, regulations, guidelines, precedents, instructions, or custom and practice, both written and oral.

'Direct Supervision'

means there is limited responsibility for the final outcome of work undertaken because limited discretion only is available to select the appropriate means of completing the task. Conformity with instruction is measured by the satisfactory completion of allocated tasks.

'General Direction'

refers to situations where detailed or specific instructions are limited to unusual features.

'General Supervision'

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

'Limited Supervision'

means that work is undertaken within established objectives and with little guidance. Conformity with instructions is usually measured in terms of the achievement of stated objectives to senior management agreed standards.

'Routine Supervision'

means the responsibility for the final outcome is still limited because the work is carried out in accordance with established guidelines and practices; however, there is scope for the exercise of discretion in the choice of work methods.



'Specific Direction'

refers to situations where precise instructions are given with little or no choice provided.

Level 1

Trainee Level concerned with the following.

- basic clerical work undertaken under specific direction and direct supervision
- ability to acquire the required knowledge and skills derived from a reasonable standard of education

Level 2

Routine work generally by specific direction as follows.

- undertaken under direct and/or routine supervision
- choices made based on established guidelines/instructions written or verbal
- ability to acquire the required knowledge and skills to effectively undertake the work

Level 3

Experienced clerical level as follows.

- to achieve set outcomes, undertaken under routine supervision
- choices made based on established guideline/instructions written or verbal
- directly responsible for completion of tasks
- a knowledge of established work practices is required
- experienced clerical level requiring good communication skills

Level 4

Specialist clerical level as follows.

- functions undertaken under general direction and general supervision
- based on established procedures and practices
- exercise of limited discretion is required
- supervision of a small number may be a feature
- experienced clerical level requiring a comprehensive understanding of relevant procedures
- high level communication skills

Level 5

Clerical and administrative work of a value impacting on the efficient operation of the work unit or agency service: a supervisory level.

- work undertaken under general direction and general supervision requiring initiative and the exercise of discretion
- the exercise of a formal delegation may be required
- extensive knowledge of the specific discipline
- well developed communication and problem solving ability



- experience in staff supervision

Level 6

Administrative work which may require the management of human and material resources in carrying out a variety of complex functions under a broad range of conditions

- under general supervision
- the exercise of judgment and initiative consistent with the possession of sound knowledge in the field of work within which the position operates
- guidelines and procedures are generally well recognised but there may be some interpretation required in order to establish, and select the most appropriate approach to functions
- ability to research, evaluate and formulate information is critical
- experience in resource management is essential

Level 7

Positions require a high degree of proficiency in the use of established administrative or managerial skills such as human resource management or accounting. Positions usually have responsibility for the following.

- resource allocation and management and supervision of lower level employees in the achievement of organisational goals
- interpretation of policy and guidelines is a feature
- functions are undertaken with general or limited supervision
- a high level of experience in management practices is paramount

Level 8

Positions at this level work with limited supervision and usually manage the operations of an organizational element.

- undertake a management function or provide consultative or administrative support and advice to a particular programme or activity
- the tasks may be either complex or specific in nature but directed to the organization's corporate goals
- immediate subordinate positions may include staff in technical or professional structures, in which case supervision is for administrative purposes only. In other circumstances, supervision may involve the exercise of technical or professional skill and judgment
- independence of action including the use and allocation of resources within laid down constraints may be a feature
- decisions taken or responsibilities exercised may have a major impact on the operation of the work area
- general management skills and the ability to contribute to the development of policy initiatives are required
- high level of interpersonal and communication skills



Level 9

Positions at this level operate as for level 8 but only work under broad direction in the following areas.

- provide more authoritative specialist consultative or management advice generally or as it relates directly to a particular work area
- positions at this level are required to operate with a significant degree of independence of action and autonomy in day to day activities
- accountable to management in terms of strategic direction and meeting objectives
- the tasks carried out would be of a highly complex nature encompassing a significant element of total service operations
- significant independence and autonomy of action is expected in achieving desired outcomes
- delegations exercised at this level may include being the final authority in the process of approving the expenditure of funds
- undertaking specific action in line with the policy of the service, or reviewing previous action or decision
- the development of rules, regulations and guidelines may be coordinated at this level
- high level management skills are essential
- liaison and communication skills of a high order, including the ability to consult, negotiate or communicate on behalf of the service with clients or other groups, often to finality, may be needed
- the capacity to undertake specific or major research, investigations or review is required

Level 10

Specialist consultative advisory level reporting to senior management under broad direction to achieve outcomes.

- the position would play a key role in planning, developing and implementing programs
- the position would have a significant effect on the operation of the service and requires specialist administrative research or analytical skills
- positions at this level would require highly developed marketing, conceptual and strategic skills

Level 11

- A specialist with direct effect on government policy development and commentary. Required to initiate, develop and implement systems for effective forecasting, monitoring and control of government programs.
- Positions at this level are required to take initiative in providing a high standard of policy advice to government requiring a high level of expertise and/or extensive practical experience in relation to the implementation of a specialised program.
- Extensive investigative research and analytical skills with a high degree of proficiency in communication including the capacity to represent the Agency and/or Minister in public forums



Level 12

A principal adviser to government in relation to specific programs that have a direct and critical effect on governmental objectives.

- The highest level of professional and technical competency is required. The work is carried out in direct consultation with the chief executive or the government.
- Duties are undertaken without supervision and complete autonomy within the field of expertise is exercised.
- The highest level of skill in relation to communication, conceptual and strategic skills and investigative research and analytical skills.

2.0 CONSULTATION AND DISPUTE RESOLUTION

2.1 Consultative Committee

- 2.1.1** The PAHSMA Consultative Committee (PACC) will meet at least half yearly, or more frequently if required, to discuss operational and industrial issues of concern to either staff or management.
- 2.1.2** The PACC should allow for issues to be brought to the attention of Managers but is not designed to replace effective grievance handling techniques.
- 2.1.3** Either party may call a meeting at any time with reasonable notice.
- 2.1.4** The PACC will be made up of the Site's Chief Executive Officer and Departmental Managers, the CPSU official, and workplace representatives.
- 2.1.5** The CEO (or delegate) will chair each meeting, and each meeting will be based around a formal agenda that will be distributed one week before each meeting.
- 2.1.6** Formal minutes will be prepared and distributed within one week of each meeting.
- 2.1.7** Staff representatives will be given reasonable paid time to prepare for each meeting and to discuss the content of each meeting with staff.
- 2.1.8** The CPSU is responsible for arranging for the election of staff representatives and should notify the CEO accordingly.

2.2 Dispute Resolution

2.2.1 If a dispute or grievance arises the following procedure shall apply:

- (i) The employee concerned should discuss the issue with their immediate supervisor directly and promptly in the first instance.
- (ii) Supervisors shall attempt to resolve any grievance within three working days.
- (iii) If resolution is not possible, the issue should be discussed with the Departmental



Manager.

- (iv) Departmental Managers should deal with the grievance within three working days.
- (v) If the matter remains unresolved employees may call in a CPSU or other representative at this stage.
- (vi) A meeting between the employee, their Departmental Manager, their representative (if applicable) and the CEO shall be called within three working days.
- (vii) Should the matter remain unresolved the CEO and the CPSU will arrange a further meeting.

2.2.2 Whilst a dispute or grievance is being dealt with in accordance with this procedure, work will continue as normal. Where a safety issue is involved immediate priority will be given to the resolution of it having regard to recognised safety standards and relevant legislation. This may involve the cessation of work where an employee's safety is at risk.

If the dispute or grievance cannot be settled it will be submitted to the Tasmanian Industrial Commission for determination.

2.3 Workplace Union Delegates

Workplace union delegates will have recognition by the employer through:

- (a) the right to be treated fairly and to perform the role as workplace delegates without any discrimination in employment, and the right to be treated with respect and without victimisation by management representatives.
- (b) The right to formal recognition by the employer that endorsed union delegates speak on behalf of union members in their workplaces and that issues raised by delegates will be dealt with promptly and appropriately.
- (c) The right to have workplace union structures, such as delegates and worksite committees, recognised and respected.
- (d) The right to represent members on workplace issues.
- (e) The right to representation on consultative committees, genuine consultation and reasonable access to information about the workplace.
- (f) The right to reasonable paid time:
 - to represent the interests of members to the employer;
 - to represent the interests of members in industrial tribunals;
 - to consult with union members;
 - to participate in the operation of the union;
 - to research and prepare prior to all negotiations with management;

- an opportunity to explain the benefits of union membership to employees including new employees at the time they enter into employment.
- (g) The right to call meetings of members and non-members to discuss union business.
- (h) **Workplace delegates shall have access to facilities, including:**
- (i) where practicable, access to a private room to meet with individual members and perform union business.
 - (ii) reasonable access to telephone, facsimile, post, photocopying, internet and e-mail facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union.
 - (iii) the right to place union information on an appropriate notice board in a prominent location in the workplace.
 - (iv) access to information relevant to the workplace and/or workplace issues, including appropriate awards, agreements, statements of duty, departmental and governmental policies and, where available, staff lists.
- (i) **Workplace delegates shall have:**
- (i) an entitlement to five days paid training leave in any one calendar year to attend union-endorsed union courses and attendance at union conferences.
 - (ii) Recognition that the time associated with travel for country delegates may require additional time to (i) above.
 - (iii) Recognition by management of any identified skills acquired by a delegate in that role for the purposes of progression through any skills-based progression system operating in that workplace wherever those identified skills are also required by the substantive position occupied by that delegate. Delegates must notify the employer of the intention to use the skills for progression.
- (j) **Workplace delegates' roles may extend beyond the workplace and the delegates shall have access to reasonable time:**
- (i) to promote union issues, for participation on committees, and to assist delegate development, including paid work in the union office negotiated between the union and the employer on a case by case basis;
 - (ii) for participation in internal union forums and committees (e.g. branch or national conferences). Generally, members are elected to these roles under the registered union rules.

- (iii) In dispersed or remote workplaces the delegate structure may require coordinating delegates and that these delegates may require a greater amount of time to perform their duties.
- (iv) Delegates will have access to leave without pay for the purposes of working for a union. Any such period of leave will be considered as service for salary increment purposes and shall not constitute a break in service for other purposes. Prior to taking up such positions with the union, employees will not be required to relinquish their substantive positions.



3 SALARIES AND RELATED MATTERS

- 3.1 The following full-time annual salary rates apply from the first full pay period on or after the dates indicated.

A minimum 4% salary increase applied from 27 November 2008 and a further minimum 1.5% increase applies from 5 March 2009 at which time employees will translate to the new salary structure according to the Translation Tables set out in Schedules 1, 2, 3 and 4.

A CONSERVATION & INFRASTRUCTURE STREAM

Conservation & Infrastructure	1/12/2006	1/12/2007	27/11/2008	5/03/2009
Level 1	\$29,812	\$31,327	\$32,580	\$33,858
Level 2				
2A	\$32,215	\$33,775	\$35,126	\$35,851
2B	\$32,900	\$34,460	\$36,034	\$36,574
2C	\$33,105	\$34,665	\$36,052	\$37,931
Level 3				
3A	\$33,410	\$34,970	\$36,369	\$41,938
3B	\$34,193	\$35,753	\$37,370	\$41,938
3C	\$35,652	\$37,256	\$38,746	\$41,938
Level 4				
4A	\$37,234	\$38,910	\$40,466	\$47,437
4B	\$38,046	\$39,758	\$41,348	\$47,437
4C	\$38,878	\$40,628	\$42,253	\$47,437
Level 5				
5A	\$39,730	\$41,518	\$43,179	\$47,437
5B	\$40,581	\$42,407	\$44,103	\$47,437
5C	\$41,433	\$43,297	\$45,029	\$47,437
Level 6	\$56,411	\$58,949	\$61,307	\$65,115

Apprenticeship Rates

Conservation Apprenticeship	1/12/2006	1/12/2007	1/12/2008
Year 1	\$16,569	\$17,315	\$32,020
Year 2	\$21,410	\$22,373	\$36,034
Year 3	\$27,926	\$29,182	\$41,318
Year 4	\$32,766	\$34,241	\$43,922



B. CLEANER

Cleaner	1/12/2006	1/12/2007	27/11/2008	5/03/2009
Level 1	\$34,193	\$35,753	\$37,370	\$37,931
Level 2	\$38,878	\$40,628	\$42,252	\$43,679

C. TOURISM OPERATIONS STREAM

	1/12/2006	1/12/2006	1/12/2007	1/12/2007	27/11/2008	27/11/2008	5/03/2009	5/03/2009
Tourism Operations	Base	RDW	Base	RDW	Base	RDW	Base	RDW
Level								
1	\$27,754	\$33,575	\$29,314	\$36,642	\$32,020	\$40,025	\$32,500	\$40,625
2A	\$29,469	\$35,857	\$31,029	\$38,786	\$33,358	\$41,697	\$36,574	\$45,717
2B	\$31,184	\$38,317	\$32,744	\$40,930	\$34,696	\$43,370	\$36,574	\$45,717
2C	\$32,900	\$40,477	\$34,460	\$43,075	\$36,034	\$45,042	\$36,574	\$45,717
3A	\$35,314	\$44,139	\$36,901	\$46,126	\$40,463	\$50,578	\$41,938	\$52,422
3B	\$37,234	\$46,543	\$38,910	\$48,637	\$41,318	\$51,647	\$41,938	\$52,422
3C	\$38,046	\$47,558	\$39,758	\$49,697	\$41,348	\$51,685	\$42,801	\$53,501
4	\$39,724	\$49,656	\$41,512	\$51,890	\$43,171	\$53,963	\$44,581	\$57,175
5	\$47,651	\$59,523	\$49,795	\$62,243	\$51,787	\$64,733	\$53,246	\$66,557



D. PROFESSIONAL STREAM

Professional	1/12/2006	1/12/2007	27/11/2008	5/03/2009
Level 1				
Year 1	\$38,878	\$40,628	—	—
Year 2	\$41,445	\$43,310	\$46,736	\$47,437
Year 3	\$44,090	\$46,074	\$48,642	\$49,371
Year 4	\$46,734	\$48,828	\$52,459	\$53,246
Year 5	\$49,739	\$51,601	\$54,801	\$55,623
Year 6	\$52,023	\$54,364	\$57,221	\$58,079
Year 7	\$54,668	\$57,128	\$60,672	\$61,582
Year 8	\$57,278	\$59,856	\$62,895	\$63,838
Level 2				
Year 1	\$59,890	\$62,585	\$65,774	\$66,761
Year 2	\$62,500	\$65,313	\$68,542	\$69,570
Year 3	\$65,108	\$68,038	\$71,831	\$72,908
Level 3				
Year 1	\$68,616	\$71,704	\$76,069	\$77,210
Year 2	\$72,072	\$75,315	\$78,739	\$79,920
Year 3	\$73,809	\$77,130	\$80,215	\$82,652
Level 4				
Year 1	\$77,290	\$80,768	\$86,107	\$87,398
Year 2	\$79,902	\$83,516	\$89,246	\$90,584
Year 3	\$82,513	\$86,226	\$91,030	\$92,396



E. ADMINISTRATION STREAM

Administration	1/12/2006	1/12/2007	27/11/2008	5/03/2009
Level 1				
Year 1	\$27,754	\$29,314	\$30,487	\$32,500
Year 2	\$29,040	\$30,600	\$31,824	\$33,858
Year 3	\$30,327	\$31,887	\$33,162	\$35,217
Year 4	\$31,614	\$33,174	\$34,501	\$35,851
Level 2				
Year 1	\$32,900	\$34,460	\$36,034	\$36,574
Year 2	\$34,193	\$35,753	\$37,183	\$37,931
Year 3	\$35,652	\$37,256	\$38,746	\$39,456
Level 3				
Year 1	\$37,234	\$38,910	\$41,318	\$41,938
Year 2	\$38,046	\$39,758	\$41,348	\$42,801
Year 3	\$38,878	\$40,628	\$42,253	\$43,679
Year 4	\$39,724	\$41,512	\$43,172	\$44,581
Year 5	\$40,581	\$42,407	\$44,103	\$45,740
Level 4				
Year 1	\$42,326	\$44,231	\$46,000	\$47,437
Year 2	\$43,207	\$45,151	\$46,957	\$48,403
Year 3	\$44,091	\$46,075	\$47,918	\$49,731
Year 4	\$44,971	\$46,995	\$48,875	\$50,326
Year 5	\$45,840	\$47,903	\$49,819	\$51,634
Level 5				
Year 1	\$47,618	\$49,761	\$51,751	\$53,246
Year 2	\$48,500	\$50,683	\$52,710	\$54,214
Year 3	\$49,379	\$51,601	\$53,665	\$55,623
Level 6				
Year 1	\$51,146	\$53,448	\$55,586	\$57,114
Year 2	\$52,024	\$54,365	\$56,540	\$58,079
Year 3	\$52,908	\$55,289	\$57,501	\$59,589
Level 7				
Year 1	\$54,668	\$57,128	\$61,012	\$63,838
Year 2	\$56,411	\$58,949	\$61,307	\$65,115
Year 3	\$58,151	\$60,768	\$63,199	\$66,761
Level 8				
Year 1	\$61,632	\$64,405	\$66,981	\$69,570
Year 2	\$63,366	\$66,217	\$68,866	\$71,479
Year 3	\$65,108	\$68,038	\$70,760	\$72,908
Level 9				
Year 1	\$68,584	\$71,670	\$74,537	\$77,210
Year 2	\$70,327	\$73,492	\$76,432	\$78,569
Level 10	\$73,809	\$77,130	\$80,215	\$82,652
Level 11	N/A			
Level 12	\$82,118	\$85,813	\$89,246	\$90,584



Additional Duties Allowance

3.2.1 An employee is entitled to receive an "additional duties" allowance when the employee:

- (i) relieves or acts in a higher classified position for a minimum period of 10 consecutive working days,
- (ii) performs part of the duties of a more highly classified position, or
- (iii) carries out a special project, which involves additional duties of a higher responsibility level than that expected of their current position. The quantum of the allowance should be negotiated with the employee concerned and should take into account the value of the more responsible duties involved.

3.2.2 The rate of an allowance under this clause shall be the difference between the employee's normal salary level and that of the higher level position.

Provided that where only part of a higher classified position's duties are performed, the rate of the allowance shall be calculated on a pro-rata basis.

Provided further that where a special project is carried out, the rate of the allowance shall be determined by assessing the value of the more responsible duties involved.

3.2.3 Additional duties allowances are to be paid fortnightly and cease when the additional duties are no longer performed.

3.2.4 An Additional duties allowance shall be approved by the Chief Executive Officer for no longer than 3 months in each instance and shall not be paid on a permanent basis.

3.3 Advancement

3.3.1 Advancement within the Classification Structure based on the attainment of competency for a level above the employee's present level will be effected in accordance with the following process:

- (i) All advancements shall be approved by the Chief Executive Officer having considered the recommendation from the relevant Department Head.
- (ii) In submitting a recommendation for advancement, the Department Head will consult with the employee concerned and the employee's Supervisor.
- (iii) In all cases the Department Head or Supervisor conducting an assessment for advancement shall be qualified, through appropriate accredited training to conduct the advancement assessment.
- (iv) An employee who is aggrieved by their non-advancement shall first raise the matter with their Supervisor. If the matter is not resolved it will be referred to the relevant departmental manager.



- (v) If the matter remains unresolved, the employee will be either assessed or reassessed by a panel including Site management, a staff representative and an independent person/s, as agreed between the employee and management, who is qualified to assess the employee's competency. The decision will be in writing and will recommend to the Chief Executive Officer, the action required for the employee to reach the standard of competency required.
- (vi) The decision of the assessment in point (v) above will be final for that particular assessment.

Provided that in all cases advancement shall only occur on the basis of skills required and utilised by the Site, and deemed appropriate by the Authority.

3.3.2 Where a salary level specifies increments within that level, advancement will depend on an assessment that an employee's conduct, diligence and efficiency are satisfactory.

3.3.3 Procedures for determining incremental pay rises shall be specified in the "Salary Increments Policy".

4 EMPLOYMENT MATTERS

4.1 General Provisions

4.1.1 Employees shall be paid fortnightly by electronic funds transfer.

4.1.2 Casual employees shall be paid in the proportion that the hours worked bear to the normal weekly rate prescribed for the equivalent full-time employee, plus a twenty per centum loading on the base rate to compensate for annual leave, sick leave and public holidays.

Provided that a casual employee's terms of engagement shall be by the hour, with a minimum payment of three hours for each day worked, with the exception of attending staff meetings when a minimum of one hour payment will apply

Provided further that

- (i) where work practices are such, that it is considered inappropriate to apply the conditions stipulated by this provision, such conditions may be varied by agreement between the CPSU and the Controlling Authority.
- (ii) if the Controlling Authority proposes to vary the above proviso for general application to all employees the agreement of employees affected and the CPSU will be required.

4.1.3 A part-time employee shall be paid in proportion that the hours worked bear to the normal weekly rate prescribed for the equivalent full-time employee. Provided that a part-time employee shall be paid a minimum of three hours of any day of work, with the exception of attending staff meetings when a minimum of one hour payment will apply.



- 4.1.4** The normal weekly salary rate means 1/52nd of a full-time employee's annual salary exclusive of allowances and overtime.
- 4.1.5** Either the employer or the employee shall give two weeks notice of an intention to terminate employment.

However in respect of a casual employee notice of intention to terminate will be effected by the giving of a one shift notice by either the employer or employee.

4.1.6 Salary sacrifice

An Employee covered by this Agreement may elect to sacrifice a proportion of their salary to a complying superannuation scheme of their choice, as defined in the *Public Sector Superannuation Reform Act 1999*, subject to compliance with any Tasmanian or Commonwealth Government directive and legislation.

Salary for all purposes, including superannuation for employees entering into a salary sacrifice agreement, will be determined as if a salary sacrifice agreement did not exist.

Salary sacrifice agreements will be annual with employees being able to renew, amend or withdraw. An employee may withdraw at any time from a salary sacrifice arrangement.

Employees may also sacrifice a proportion of salary in respect of fringe benefits in a similar way to PBIs. Administrative costs incurred as a result of an employee entering into or amending a salary sacrifice agreement will be met by the employee.

The process for entering into, amending, or withdrawing from a salary sacrifice arrangement will be outlined in the Site's Salary Sacrifice Policy.

4.2 Abandonment of Employment

Where an employee is absent from work for more than seven days without notifying the Chief Executive Officer of the reason for the absence from work, the employee shall be deemed to have abandoned his or her employment.

4.3 Uniforms and Protective Clothing

The Parties to this Agreement shall review the current Uniform and Protective clothing arrangements during the life of the Agreement.

- 4.3.1** Where an employee is required by the Chief Executive Officer to wear a uniform in the course of employment, such uniform shall be provided free of cost to the employee.
- 4.3.2** Where on the determination of the Chief Executive Officer an employee's duties are such as to require the wearing of protective clothing, including wet weather gear, such protective clothing shall be provided free of cost to the employee.



- 4.3.3** Employees supplied with uniforms and/or protective clothing on leaving their employment shall, if required to do so by the Chief Executive Officer, return such uniform or protective clothing in use by them immediately prior to their leaving in clean condition.

Provided that any uniforms or clothing returned by employees shall, before re-issue to other employees, be cleaned and disinfected.

- 4.3.4** An employee who is, pursuant to sub-clause 4.4 supplied with protective clothing or wet weather gear, shall wear it such a way as to achieve the purpose for which it is supplied.

- 4.3.5** The Chief Executive Officer shall replace uniforms, protective clothing and wet weather gear on a "fair wear and tear" basis.

5 HOURS OF WORK, MEAL BREAKS, OVERTIME

5.1 Hours of Work

- 5.1.1** The ordinary hours of work for employees other than Rostered Day Workers shall be thirty-eight per week, worked in five days Monday to Friday in consecutive hours other than meal breaks according to the following table:

DEPARTMENT	SPAN OF HOURS
Tourism Operations: Booking & Ticketing : All others	7.00 am until 10.00 pm 6.00 am until 1.00 am
Conservation & Infrastructure	6.00 am. until 9.00 pm
Administration	7.00 am. until 9.00 pm
All others	7.00 am. until 9.00 pm

- 5.1.2** The ordinary hours of Rostered Day Workers shall be up to thirty-eight per week, and not exceeding 10 hours per day, to be worked in consecutive hours other than meal breaks, between the span of hours listed above in accordance with a roster covering the seven days of the week.

An employee may accept additional shifts, which may mean exceeding thirty eight hours per week, in which case the employee foregoes any rights to overtime as set down under clause 5.4, by accepting such shifts, for the hours worked in excess of 38 hours per week.

Provided that where shifts of 10 hours per day are worked, employees working such hours cannot work for more than three consecutive days without a break of at least 48 hours.

Provided further that no more than eight shifts of 10 hours can be worked in a four week period.

The following provisos shall apply to sub-clause 5.1.1 and 5.1.2 above.

Provided that no employee shall work more than ten consecutive days in any one fortnightly period.



Provided always that the ordinary hours of work and the normal spread of hours may be restructured as to all or a section of the employees by mutual agreement between the Controlling Authority and the majority of employees affected.

Provided further that in negotiations concerning restructured hours of work regard will be had for the following:

- (i) Maximum efficiency of Site operations.
- (ii) Retention of normal Site productivity levels.
- (iii) Other than a Rostered Day Worker "Accrued Day Off" ADO means the accumulation of those hours worked by an employee in excess of seven hours and thirty six minutes on any working day, sufficient to enable the employee to be rostered off duty for one or two days each month, with no loss of pay.
- (iv) Flexibility in any agreement to enable rostered day/s off (for employees other than rostered day workers) to be taken on days which may include but are not necessarily limited to Monday or Friday and may not necessarily be limited to the same day/s off each month.
- (v) Flexibility in relation to the taking of accrued days off (ADO's) as rostered, where the Site may request ADO's to be either deferred or banked to a maximum of five (5) days for the purposes of maintaining maximum efficiency and continuity where needed, e.g. special events and unforeseen circumstances, emergencies and breakdowns provided that reasonable consultation is provided and fair notice is given.

5.1.3 As at 30 June each year an employee may either elect to be paid for any banked ADO's not taken or arrange to take such days at a time agreed between the Site and the employee, with such days to be taken before 30 September of that calendar year.

5.1.4 ADO'S do not accrue during periods of absence from duty.

5.1.5 Where agreement is reached between the Controlling Authority and the majority of employees on the restructuring of hours of work the following shall apply:

- (i) No more than ten hours shall be worked in any one day at ordinary rates of pay and no more than one meal break shall be observed.
- (ii) No more than one hundred and fifty-two hours shall be worked in any two consecutive fortnightly pay periods.



5.2 Rostered Shift Work

- 5.2.1** All time worked in accordance with rostered shifts across the seven days of the week, Tourism Operations Stream Staff shall be paid in accordance with the salary rates described in sub-clause 3.1C.
- 5.2.2** Rostered shift hours up to 1.00 am Tourism Operations each day will not constitute overtime for the purposes of sub-clause 5.4.
- 5.2.3** In all other cases where time is worked after 9.00 pm and before 6.00 am which is not rostered this shall constitute overtime of the purposes of sub-clause 5.4.

5.3 Meal Breaks

An unpaid meal break of at least thirty minutes but not exceeding sixty minutes shall be taken no more than five hours after the commencement of work on each day, with the exception of the Historic Ghost Tour Supervisor role / shift when this position can not be relieved for a meal break.

5.4 Overtime

5.4.1

All time worked in excess of 38 hours per week or 10 hours per day, or outside the spans of hours specified in Clause 5.1.1 shall be paid as overtime at the rates specified in the following sub-clauses.

Provided that a Rostered Day Worker may choose to work excess hours and be paid for such hours at the employee's ordinary Rostered Day Worker rate with the prior agreement of the Controlling Authority.

5.4.1.1 Employees other than Rostered Day Workers and Tourism Operations term employees

- (i) Monday to Friday - time and a half for the first three hours and double time thereafter.
- (ii) Saturday and Sunday - double time
- (iii) Public Holidays - double time and one half.

5.4.1.1 Rostered Day Workers

Time and three quarters (75%) of the base rate for all hours a Rostered Day Worker is required to work as overtime in accordance with Clause 5.4.1.

5.4.1.3 Tourism Operations term employees

- (i) Monday to Friday – time and one half for the first three hours and double time thereafter.



- (ii) Midnight Friday to midnight Saturday – time and one quarter.
- (iii) Midnight Saturday to midnight Sunday – time and three quarters.
- (iv) Public Holidays – double time and one half.

5.4.2 Payment for Overtime

By prior agreement between the Controlling Authority and employee the compensation for overtime may be:

- (i) payment at the appropriate overtime rates, as set out above; or
- (ii) time off in lieu, or a combination of time off in lieu and payment at overtime rates; or
- (iii) payment of an allowance in settlement of any overtime worked.

Provided that where time off in lieu is granted at the employee's request it shall be taken at ordinary time rates.

5.4.3 Requirement to Work Overtime

An employee may be required by the Chief Executive Officer to work reasonable overtime, and wherever possible, shall be given twenty-four hours notice of the need to work overtime.

An employee may refuse to work overtime in circumstances where it would result in the employee working hours that would be unreasonable having regard to:

- (i) any risk to employee's health or safety;
- (ii) the employee's personal circumstances including any family responsibilities
- (iii) the needs of the employer;
- (iv) the notice given (if any) by the employer of the overtime and by the employee of his or her intention to decline it; and
- (v) any other relevant matter

5.4.4 Overtime to be Approved

No payment shall be made for overtime worked unless the overtime work performed is at the direction or requirement of the employee's supervisor who shall obtain prior approval from the Chief Executive Officer for such overtime to be worked.

5.4.5 Each Day's Work Stands Alone

For the purpose of computing overtime, each day's work shall stand alone.



5.4.6 Limitation on Overtime Payments

No employee in receipt of a salary in excess of the maximum salary for Administration Stream Level 6 shall be entitled to payment for overtime worked.

5.4.7 Eight Hour Break

5.4.7.1 When overtime work is necessary it shall, whenever practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.

5.4.7.2 An employee who works so much overtime between the termination of the ordinary work of one day and the commencement of the ordinary work on the next day that he/she has not had at least eight consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until they have had at least eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

5.4.7.3 If on the instruction of the Chief Executive Officer an employee resumes or continues work without having eight consecutive hours off duty, he/she shall be paid at overtime rates until released from duty for a continuous period of at least eight hours without loss of pay for ordinary working time occurring during such absence.

5.4.7.4 The provisions of this subclause shall not apply to an employee on standby who is recalled to duty unless that employee is required to work for an actual period of three hours or more on such recall or on each of such recalls.

5.4.7.5 The provisions of this subclause shall not apply to employees who do not work under close supervision.

5.4.8 Meal Breaks during Overtime

5.4.8.1 Where a period of overtime in continuation of the ordinary hours of work is estimated by the Site to take one and a half hours or more, the employee shall, before the expiration of five hours from the completion of his/her last meal period, be required to take a meal break of at least thirty minutes without deduction of pay.

5.4.8.2 An employee shall not work overtime for longer than five hours without a meal break of at least thirty minutes.

5.4.8.3 Notwithstanding any other provision in this award, where an employee working overtime can complete his/her work within an hour of the ordinary finishing time, he/she may continue to work for that period without a meal break provided that he/she does not work for more than five and a half hours from the previous meal break.

5.4.8.4 Where overtime is worked before the ordinary hour of commencing work and such overtime is of one and a half hours duration or more, the employee shall,

within five hours of the commencement of such overtime, be required to take a thirty minute meal break without deduction of pay. Nothing in this subclause shall in any way affect the taking by an employee of the ordinary meal break prescribed by this award.

5.4.9 Provision of Meals during Overtime

An employee required to work overtime for more than one and a half hours before the commencement of or after cessation of normal working hours shall either be supplied with a meal by the Site, or paid for the first meal in accordance with Clause 9.2. A meal allowance shall be paid for each subsequent meal break taken in accordance with the provisions of this clause.

Provided that where an employee who is required to work overtime has been given prior notice the previous day or earlier he/she shall not be entitled to the payment of a meal allowance unless the period of overtime work in any day is more than five hours.

5.5 Recall to Work

5.5.1 An employee recalled to work overtime after ceasing work, without prior notice thereof to meet an emergency situation, and who is eligible, in accordance with Clause 5.4.6 for the payment of overtime worked, shall in respect of the first recall be paid a minimum payment of four hours at time and one half, and in respect of subsequent calls occurring during the four hour spread of which a minimum payment has been attracted, no extra payment shall accrue until the time actually worked exceeds four hours. Payment for all recalls occurring outside the first minimum payment spread shall be calculated at the appropriate overtime rate for actual time worked. Time reasonably spent in travelling to and from work shall be regarded as time worked.

5.5.2 Where an employee by custom and practice returns to work for short periods to perform specific duties such as the checking of equipment or machinery, security or caretaking type duties and the like, shall on the determination of the Controlling Authority be excluded from the provisions of this clause but shall receive payment at the rate of \$25.00 per call-out for the purposes of the subclause and in addition an allowance of \$1300.00 per annum in recognition of the employee participating in a call-out roster for such purposes.

5.6 Standby

An employee required to be regularly rostered on an approved roster for standby duty to meet emergency situations, who is required to stand by at home on immediate call and may be required for immediate recall to duty, shall:

- (i) if not required to commence work, be paid an amount equivalent to six hours at the normal salary rate; or
- (ii) if required to commence work, be paid in accordance with Clause 5.5.



6 LEAVE AND PUBLIC HOLIDAYS

6.1.1 Annual Leave

6.1.1.1 Entitlement to annual leave: an employee shall be entitled to twenty working days annual leave in respect of each twelve month period of continuous service.

6.1.1.2 Rostered Day Workers (as defined) shall be entitled to an additional 5 working days annual leave in respect of each twelve month period of continuous service. The rate of pay for annual leave for Rostered Day Workers will be at their normal "loaded" rate, that is the Monday to Sunday rates.

6.1.1.3 Part-time employees shall be entitled to the annual leave prescribed in sub-clause 6.1.1.1 or 6.1.1.2 in the proportion that hours worked bear to full-time employees.

6.1.1.4 Restrictions on Annual Leave: Annual leave shall not accrue during any period of absence of, or exceeding, ninety days in the aggregate in any leave year to an employee except when that employee is on long service leave, annual leave, leave of absence due to illness or injury arising out of and in the course of employment and sick leave.

Provided that an employee initiated leave of absence without pay exceeding twenty days in the aggregate in any leave year shall not be deemed to be service for the purposes of annual leave accrual.

Provided further that an employee shall not accrue more than two years entitlement to annual leave unless the employee has requested annual leave and been refused. An employee and the Chief Executive Officer may agree to accrual in excess of two years entitlement in exceptional circumstances including extended sick leave and /or workers compensation. Any agreements of this type must be recorded on the employee's personal file.

6.1.2 Sickness During Annual Leave

6.1.2.1 An employee who is injured or becomes ill while absent on annual leave may, on written application to the Chief Executive Officer, be credited with a period of annual leave equal to the number of working days during which the employee was injured or ill.

6.1.2.2 Where in accordance with clause 6.1.2.1 above the Chief Executive Officer credits an employee with an additional number of working days annual leave, it shall deduct a similar number of working days from any sick leave credit to which the employee is entitled.

6.1.2.3 An application made under clause 6.1.2.1 of this subclause shall be accompanied by a certificate from a legally qualified medical practitioner.



6.1.3 Allowance in Lieu of Annual Leave

6.1.3.1 After twenty consecutive working days of service, an employee who resigns or whose employment is terminated by the Controlling Authority through no fault of the employee shall be paid an allowance in lieu of annual leave.

6.1.3.2 The allowance shall be equivalent of one two hundred and sixtieth of the appropriate annual salary at the time of termination for each day of annual leave accrued at that date.

6.1.4 Annual Leave in Advance

6.1.4.1 The Chief Executive Officer may allow an employee annual leave in whole or in part, in advance before the right to such leave has accrued. In such case, a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which the annual leave or part thereof has been taken before it accrued.

6.1.4.2 Where annual leave or part thereof has been granted pursuant to clause 6.1.4.1 before the right thereto has accrued due, and the employee subsequently resigns, retires or is dismissed before completing the twelve months continuous service in respect of which the leave was granted, and the amount paid by the Site to the employee for the annual leave or part so taken in advance exceeds the amount which the Site is required to pay to the employee under subclause 6.1.3.1 and 6.1.3.2 of this clause, the Site shall not be liable to make any payment to the employee under subclauses 6.1.3.1 and 6.1.3.2 of this clause, and shall be entitled to deduct the amount of excess from any remuneration payable to the employee upon the termination of employment.

6.2 Bereavement Leave

6.2.1 An employee on the death of a wife, husband, mother, father, child, stepchild, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, grandfather, grandmother or grandchild shall be entitled upon applications being made to, and approved by the Head of Agency 10 days paid leave, with discretion for the Head of Agency to grant additional paid leave,

6.2.2 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 Chief Executive Officer, provided furthermore that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave or an employee's rostered day off.

6.2.3 For the purposes of this clause the words "partner" shall not include a partner from whom the employee is separated, but shall include a person who lives with the employee as a de facto wife or husband.



6.3 Special Leave

For leave not covered by subclause 6.2 & 6.4, an employee may make an application to the Head of Agency for leave on full pay for a pressing domestic matter.

6.4 Carer's Leave

6.4.1 In accordance with this subclause, an employee is entitled to use up to a maximum of five days per annum of any current or accrued sick leave entitlement provided for at Clause 6.5 of this Agreement for absences to provide care and support for either members of their immediate family or household who need their care and support when they are ill. Leave may be taken for part of a single day.

6.4.2 If required the employee must establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person.

6.4.3 The entitlement to use sick leave in accordance with this subclause is subject to the person being either a member of the employee's immediate family or household.

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 who lives with the first mentioned person as the partner 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.

6.4.4 Where practicable the employee must give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and the person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable to give prior notice of absence, the employee shall notify the employer of such absence at the first opportunity on the day of absence.

6.4.5 In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

6.4.6 Unpaid Carer's Leave

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family or household member who is ill.



6.4.7 Dispute Resolution

If a dispute arises about the application of this provision, it will be dealt with according to the Dispute Resolution procedure detailed in Clause 2.2 of this Agreement.

6.5.1 Paternity, Maternity and Adoption Leave

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

6.5.2 Definitions

For the purpose of this clause "child" means a child of the employee under one year except for adoption of a child where "child" means a person under the age of five years who is placed with an employee for the purposes of adoption, other than a child or step-child of the employee or a child who has previously lived continuously with the employee for a period of six months or more

6.5.3 Basic entitlement

6.5.3.1 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 females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

6.5.3.2 Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

- (i) maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;
- (ii) adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

6.5.4 Maternity leave

6.5.4.1 Application

Maternity leave will apply to female employees covered by this Agreement who commence maternity leave on or after 1 February 2001. Maternity leave is to provide a measure of employment protection to female employees in employment who become pregnant, to safeguard the health of the mother in the period before and after confinement and to enable the female employee to be absent for child care.



6.5.4.2 Confinement

In this clause confinement is defined in relation to a female employee who has become pregnant, as the birth of a child, or other termination of the pregnancy, that occurs not earlier than 20 weeks before the expected date of birth of the child.

A female employee is entitled to a maximum of 52 weeks leave of absence (including the period of mandatory absence and public holidays) for each confinement providing that the period of leave does not extend the term of employment of the employee.

A female employee may apply to the Chief Executive Officer to alter the dates and/or the duration of an absence at any time provided the conditions in 6.4.4.9 and 6.4.4.10 are observed and the maximum of 52 weeks is not exceeded.

6.5.4.3 Entitlement

An eligible female employee will be entitled to up to 12 weeks paid maternity leave.

The rate of pay for the period of paid absence will be calculated as for sick leave on full pay for that employee.

To be eligible to receive paid maternity leave, a female employee must have had 12 months' continuous employment under the *State Service Act 2000* at the time of commencing maternity leave.

To be eligible for paid maternity leave a female employee must be entitled, as a condition of their employment, to paid sick leave.

Where a female employee on maternity leave applies for annual leave or long service leave at any time after the expiration of the required absence, and is eligible for that leave, the application will be granted.

A female employee who is pregnant is required to be absent from duty 6 weeks before the expected date of confinement until 6 weeks after the actual date of birth of the child, unless the employee provides a doctor's certificate declaring that the employee is fit to either continue or return to duty and the Chief Executive Officer gives permission in writing.

In cases where a female employee is confined earlier than 6 weeks before the expected date of birth the required absence commences on the date of birth and continues for 6 weeks with the 52 week period of maternity leave absence commencing from the date of confinement.

Periods of paid leave during maternity leave will count as service for all purposes. Periods of unpaid maternity leave will be regarded as leave without pay and will not count as service for any purpose but do not break an employee's continuity of service.

A female employee will not be entitled to paid sick leave either in the paid or unpaid period of maternity leave other than during a period of annual leave or long service leave.



6.5.4.4 Return to work:

When a female employee returns to work after a period of maternity leave the Chief Executive Officer must provide the employee with similar duties at the same classification to those performed:

- (i) if the female employee was moved to safe duties because of the pregnancy - immediately before the move; or
- (ii) if the female employee began working part-time because of the pregnancy - immediately before the part-time employment began; or
- (iii) otherwise - immediately before the employee commenced maternity leave.

If those duties no longer exist, the Chief Executive Officer must allocate other appropriate duties to the employee at the same classification.

6.5.5 Paternity Leave

An employee will provide to the employer at least ten weeks prior to each proposed period of paternity with:

- (i) 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
- (ii) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- (iii) a statutory declaration stating:
 - (a) he will take that period of paternity leave to become the primary care giver of the child;
 - (b) particulars of any period of maternity leave sought or taken by his spouse; and
 - (c) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

6.5.6 Adoption leave

6.5.6.1 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. Adoption leave with pay may be granted for a period not exceeding 12 weeks. 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.

6.5.6.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

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



- (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
- (iii) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

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

6.5.6.4 Where the placement of a child for adoption 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.

6.5.6.5 An employee will not be in breach of this clause 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 the child, the death of a spouse, or other compelling circumstances.

6.5.7 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

6.5.8 Parental leave and other entitlements

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

6.5.9 Transfer to a safe job

6.5.9.1 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.

6.5.9.2 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.

6.5.10 Returning to work after parental leave

6.5.10.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

6.5.10.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe

job pursuant to clause 6.4.8, the employee will be entitled to return to the position they held immediately before such transfer.

6.5.10.3 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.

6.5.11 Replacement employees

6.5.11.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

6.5.11.2 A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

6.6 Sick Leave

6.6.1 An employee other than a casual employee is entitled to accrue up to 20 days sick leave with full pay in respect of each year of full time employment or part there-of.

6.6.2 A part time employee is entitled to accrue the same proportion of sick leave with pay as that employee's hours worked bear to that of a full time employee.

6.6.3 Sick leave shall accumulate from year to year so that any balance of accrued sick leave in any one year that had not been allowed to an employee as paid sick leave, shall be credited to the employee at the end of that year.

6.6.4 An employee may claim sick leave on account of personal illness or on account of injury by accident.

6.6.5 An employee shall produce a certificate from a legally qualified medical practitioner for all leave of absence due to illness in excess of three or more consecutive working days or five working days in the aggregate in one year of service.

Provided that the Employer, where there is cause for concern in relation to the wellbeing of an employee, may require the employee to furnish a medical certificate from a legally qualified medical practitioner.

6.6.6 An employee may be granted up to 3 months sick leave without pay on account of personal illness or on account of injury by accident where such a period of absence is at the direction of a legally qualified medical practitioner.

6.6.7 An employee shall not be entitled to sick leave for any period in respect of which the employee is entitled to workers' compensation



6.7 Public Holidays With Pay

All employees, other than casual employees and Rostered Day Workers, shall be entitled to gazetted Public Holidays.

7 TRAVELLING

7.1 Travelling Allowance

Employees who are required to travel by the Site and as a result of such travel are required to remain away from home or their normal place of residence overnight shall be reimbursed for expenses incurred in accordance with the General Conditions of Employment Award.

Provided that if the employee so wishes, he or she shall be allowed advance payment of the estimated allowance payable for the period of travel in question.

Provided further that the above rates will be adjusted in accordance with variations to the travelling allowance clause of the General Conditions of Employment Award.

8 OCCUPATIONAL HEALTH AND SAFETY

8.1 Safety Policy

It is an express term of employment for each employee that the Site's safety policy is strictly adhered to.

8.2 First Aid

It is a term of employment that all Site staff complete First Aid Level 1 (as defined) within 12 months of commencing employment.

Provided that costs associated with completing First Aid Courses will be met by the Site.

8.3 Harassment, Bullying and Discrimination in the Workplace

The parties are committed to working co-operatively to develop procedures for identifying, minimising and dealing with instances of workplace harassment, bullying and discrimination. PAHSMA commits to participating in the training being developed as an outcome of the Public Sector Unions Wages Agreement No 2 of 2004.

9 ALLOWANCES

9.1 Kilometreage Allowance

Where an employee receives approval from the Chief Executive Officer to use a private motor vehicle for Site business that employee shall be paid at the rates specified for Occasional User contained in the General Conditions of Employment Award:



9.2 Meal Allowance

9.2.1 Meal Allowance will be paid to an employee on the basis of reimbursement of expense in the following circumstances.

- (a) Travelling from the Site where the employee is more than 60 kilometres there from at the employee's normal meal hour.
- (b) Commencing work one and a half hours before the normal commencement time or remaining at work one and a half hours after the normal time for finishing work on a particular day where such early commencement or late finish necessitates the employee purchasing a meal away from home or the normal place of residence.

Provided that where an employee required to work overtime on a Saturday, Sunday, or public holiday has been given prior notice there-of the previous day or earlier, there shall be no entitlement to the payment of meal allowances BUT where such prior notice has not been given the employee shall attract such payment.

9.2.2 The provisions of this sub-clause will not apply unless the Chief Executive Officer is satisfied that the employee was required to travel to the extent that it was not practical for the employee to return home or normal place of residence for a meal and in fact that the expense claimed was incurred and unless:

- (i) In the case of breakfast, the employee was required to commence duty not less than one and a half hours before the normal hour for commencing duty; and
- (ii) In the case of dinner, the employee was required to remain on duty for not less than one and a half hours after the normal hour for ceasing duty.

9.2.3 The rate of payment will be in accordance with the Meal Allowance Clause of the General Conditions of Employment Award.

9.3 First Aid Allowance

An employee who has agreed with the Chief Executive Officer to act as a First Aid Officer and who possesses the requirements for First Aid Level 2 (as defined) shall be paid an allowance of \$539 per annum.

9.4 Sewage Allowance

An allowance of \$6.00 per hour will be paid to any employee who is required to work in direct contact with sewage matter. Provided that full protective clothing will be provided and must be worn by employees when working in accordance with this clause.

9.5 Training Courses, Conference Allowance

An employee who is required or is authorised to attend either a training course, conference or other similar function where full accommodation is provided at no cost to such employee shall be paid an allowance for incidental expenses for each day of such attendance in accordance with the General Conditions of Employment Award.



9.6 Testing / Tagging Allowance

Employees required to undertake performance testing and tagging of electrical equipment will be paid an allowance of \$500 per year, subject to having completed the stipulated four-day TAFE course.

10 GHOST TOUR GUIDES

- 10.1** Where a person or employee is employed as a Ghost Tour Guide to conduct Ghost Tours the following provisions specify the terms and conditions of this employment.
- 10.2** Where a Ghost Tour Guide is also an employee in another capacity, work as a Ghost Guide will not count for accrual purposes for that other employment.
- 10.3** The working hours shall be for a minimum of 3 hours per night.
- 10.4** Work will be allocated according to a 28 day roster with employees being rostered to work up to 5 nights per week according to visitor demands.

10.5 Rosters

- 10.5.1** There are two rosters, one for Summer and another for Winter.
- 10.5.2** Employees will be required to express interest in employment for each roster.
- 10.5.3** The dates of operation of the Summer and Winter roster may change at the discretion of the Chief Executive Officer.
- 10.5.4** Due to unforeseen or unusual circumstances, employees may be requested to work at short notice. If accepted, the minimum payment shall be 3 hours at the employee's hourly rate as specified in clause 10.6.1.

Provided that when unusual or specific events occur, or are scheduled, volunteers will be sought from the rostered pool of employees to undertake this work, which will be worked according to the terms and conditions specified by this Agreement.

10.6 Rates

- 10.6.1** The following hourly rates of pay are inclusive of sick leave and recreation leave and public holidays. Training rate to be 75% of Class 1 rate for Day or Night Training session, Ghost Tour Guides upon successful completion of initial training are to be assessed as being competent with the Waterfront and Church Tours to progress past this training rate.

	1/12/2006	1/12/2007	27/11/2008	5/3/2009
Training	\$19.11	\$19.97	\$20.76	\$21.07
Class 1	\$25.48	\$26.63	\$27.69	\$28.10
Class 2	\$26.88	\$28.09	\$29.21	\$29.64
Class 3	\$29.81	\$31.15	\$32.39	\$32.87
Class 4	\$31.23	\$32.64	\$33.94	\$34.45
Class 5	\$31.95	\$33.38	\$34.71	\$35.23



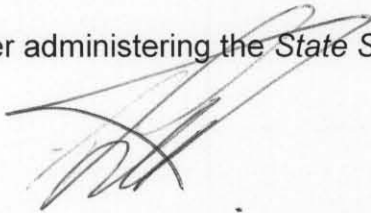
10.6.2 Progression to the next class shall be upon completion of 400 hours work as a Ghost Tour Guide at any particular class and in accordance with Clause 3.3.2 Advancement

10.7 Conditions of employment not specified in this Clause will be as prescribed elsewhere in this Agreement.

SIGNATURES

Signed as agent for and on behalf of:

The Minister administering the *State Service Act 2000*



Date 4.3.09

Signed for and on behalf of:

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



Date 04/03/09



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

Schedule 1 – Translation Arrangements – Conservation & Infrastructure Stream

The following Classification Levels within **Conservation & Infrastructure Stream** translate according to the below table:

Classification Level (Conservation)	Salary 1/12/07	Point-to-Point	Salary 27/11/08 (ffpp)	Salary 5/3/09 (ffpp)
Level 1	\$31,327	\$31,327	\$32,580	\$33,858 (B1-R1-2)
Level 2A	\$33,775	\$33,775	\$35,126	\$35,851 (B1-R1-4)
Level 2B	\$34,460	\$34,460	\$36,034 (B1-R2-1)	\$36,574 (B1-R2-1)
Level 2C	\$34,665	\$34,665	\$36,052	\$37,931 (B1-R2-2)
Level 3A	\$34,970	\$34,970	\$36,369	\$41,938 (B2-R1-1)
Level 3B	\$35,753	\$35,753	\$37,370 (B1-R2-2)	\$41,938 (B2-R1-1)
Level 3C	\$37,256	\$37,256	\$38,746	\$41,938 (B2-R1-1)
Level 4A	\$38,910	\$38,910	\$40,466	\$47,437 (B3-R1-1)
Level 4B	\$39,758	\$39,758	\$41,348	\$47,437 B3-R1-1
Level 4C	\$40,628	\$40,628	\$42,253	\$47,437 B3-R1-1
Level 5A	\$41,518	\$41,518	\$43,179	\$47,437 B3-R1-1
Level 5B	\$42,407	\$42,407	\$44,103	\$47,437 (B3-R1-1)
Level 5C	\$43,297	\$43,297	\$45,029	\$47,437 (B3-R1-1)
Level 5 Leading Hand	\$43,297	\$43,297	\$45,029	\$52,276 B4-R1-B
Level 6 Supervisor	\$58,949	\$58,949	\$61,307	\$65,115 (B5-R1-2)



Trades Apprentices

Stage – % of Trades Level 4A	Salary 1/12/07	Year 10 Entry	Band 1/12/08	Salary 1/12/08
1 st year 44.5%	\$17,315	Stage 1	B1-R1-1	\$32,020
2 nd year 57.5%	\$22,373	Stage 2	B1-R2-1	\$36,034
3 rd year 75%	\$29,182	Stage 3	B2-R1-1	\$41,318
4 th year 88%	\$34,241	Stage 4	B2-R1-4	\$43,922

Cleaners

Classification Level (CL)	Salary 1/12/07	Point-to-Point	Salary 27/11/08 (ffpp)	Salary 5/3/09 (ffpp)
Level 1 Cleaner	\$35,753	\$35,753	\$37,370 (B1-R2-2)	\$37,931 (B1-R2-2)
Level 2 Cleaner	\$40,628	\$40,628	\$42,252	\$43,679 (B2-R1-3)



Schedule 2 – Translation Arrangements – Tourism Operations Stream

The following Classification Levels within the **Tourism Operations Stream** translate according to the below table:

Classification Level (TOPS)	Base Salary 1/12/07	Point-to-Point	Base Salary 27/11/08 (ffpp)	Base Salary 5/3/09 (ffpp)
Level 1	\$29,314	\$29,314	\$32,020 (B1-R1-1)	\$32,500 (B1-R1-1)
Level 2A	\$31,029	\$31,029	\$33,358 (B1-R1-2)	\$36,574 (B1-R2-1)
Level 2B	\$32,744	\$32,744	\$34,696 (B1-R1-3)	\$36,574 (B1-R2-1)
Level 2C	\$34,460	\$34,460	\$36,034 (B1-R2-1)	\$36,574 (B1-R2-1)
Level 3A	\$36,901	\$36,901	\$40,463	\$41,938 (B2-R1-1)
Level 3B	\$38,910	\$38,910	\$41,318 (B2-R1-1)	\$41,938 (B2-R1-1)
Level 3C	\$39,758	\$39,758	\$41,348	\$42,801 (B2-R1-2)
Level 4 (Supervisor)	\$41,512	\$41,512	\$43,171	\$44,581 (B2-R1-4)
Level 4 (Head Chef)	\$41,512	\$41,512	\$43,171	\$47,437 (B3-R1-1)
Level 5	\$49,795	\$49,795	\$51,787	\$53,246 (B4-R1-1)



Schedule 3 – Translation Arrangements – Professional Stream

The following Classification Levels within the **Professional Stream** translate according to the below table:

Classification Level (Professional)	Salary 1/12/07	Point-to-Point	Adjustment	Salary 27/11/08 (ffpp)	Salary 5/3/09 (ffpp)
Level 1 Year 1	\$40,628	\$40,628	\$44,019 (B1-R1-A)	≈	≈
Level 1 Year 2	\$43,310	\$43,310	\$44,938 (B1-R1-1)	\$46,736 (B1-R1-1)	\$47,437 (B1-R1-1)
Level 1 Year 3	\$46,074	\$46,074	\$46,771 (B1-R1-2)	\$48,642 (B1-R1-2)	\$49,371 (B1-R1-2)
Level 1 Year 4	\$48,828	\$48,828	\$50,441 (B1-R1-3)	\$52,459 (B1-R1-3)	\$53,246 (B1-R1-3)
Level 1 Year 5	\$51,601	\$51,601	\$52,694 (B1-R1-4)	\$54,801 (B1-R1-4)	\$55,623 (B1-R1-4)
Level 1 Year 6	\$54,364	\$54,364	\$55,020 (B1-R1-5)	\$57,221 (B1-R1-5)	\$58,079 (B1-R1-5)
Level 1 Year 7	\$57,128	\$57,128	\$58,339 (B1-R1-6)	\$60,672 (B1-R1-6)	\$61,582 (B1-R1-6)
Level 1 Year 8	\$59,856	\$59,856	\$60,476 (B1-R1-7)	\$62,895 (B1-R1-7)	\$63,838 (B1-R1-7)
Level 2 Year 1	\$62,585	\$62,585	\$63,245 (B2-R1-1)	\$65,774 (B2-R1-1)	\$66,761 (B2-R1-1)
Level 2 Year 2	\$65,313	\$65,313	\$65,906 (B2-R1-2)	\$68,542 (B2-R1-2)	\$69,570 (B2-R1-2)
Level 2 Year 3	\$68,038	\$68,038	\$69,068 (B2-R1-3)	\$71,831 (B2-R1-3)	\$72,908 (B2-R1-3)
Level 3 Year 1	\$71,704	\$71,704	\$73,143 (B3-R1-A)	\$76,069 (B3-R1-A)	\$77,210 (B3-R1-A)
Level 3 Year 2	\$75,315	\$75,315	\$75,711 (B3-R1-B)	\$78,739 (B3-R1-B)	\$79,920 (B3-R1-B)
Level 3 Year 3	\$77,130	\$77,130	≈	\$80,215	\$82,652 (B3-R1-1)
Level 4 Year 1	\$80,768	\$80,768	\$82,795 (B4-R1-A)	\$86,107 (B4-R1-A)	\$87,398 (B4-R1-A)
Level 4 Year 2	\$83,516	\$83,516	\$85,813 (B4-R1-1)	\$89,246 (B4-R1-1)	\$90,584 (B4-R1-1)
Level 4 Year 3	\$86,226	\$86,226	\$87,529 (B4-R1-2)	\$91,030 (B4-R1-2)	\$92,396 (B4-R1-2)



Schedule 4 – Translation Arrangements – Administration Stream

The following Classification Levels within the **Administration Stream** translate according to the below table:

Classification Level (Administration)	Salary 1/12/07	Point-to-Point	Salary 27/11/08 (ffpp)	Salary 5/3/09 (ffpp)
Level 1 Year 1	\$29,314	\$29,314	\$30,487	\$32,500 (B1-R1-1)
Level 1 Year 2	\$30,600	\$30,600	\$31,824	\$33,858 (B1-R1-2)
Level 1 Year 3	\$31,887	\$31,887	\$33,162	\$35,217 (B1-R1-3)
Level 1 Year 4	\$33,174	\$33,174	\$34,501	\$35,851 (B1-R1-4)
Level 2 Year 1	\$34,460	\$34,460	\$36,034 (B1-R2-1)	\$36,574 (B1-R2-1)
Level 2 Year 2	\$35,753	\$35,753	\$37,183	\$37,931 (B1-R2-2)
Level 2 Year 3	\$37,256	\$37,256	\$38,746	\$39,456 (B1-R2-3)
Level 3 Year 1	\$38,910	\$38,910	\$41,318	\$41,938 (B2-R1-1)
Level 3 Year 2	\$39,758	\$39,758	\$41,348	\$42,801 (B2-R1-2)
Level 3 Year 3	\$40,628	\$40,628	\$42,253	\$43,679 (B2-R1-3)
Level 3 Year 4	\$41,512	\$41,512	\$43,172	\$44,581 (B2-R1-4)
Level 3 Year 5	\$42,407	\$42,407	\$44,103	\$45,740 (B2-R1-5)
Level 4 Year 1	\$44,231	\$44,231	\$46,000	\$47,437 (B3-R1-1)
Level 4 Year 2	\$45,151	\$45,151	\$46,957	\$48,403 (B3-R1-2)
Level 4 Year 3	\$46,075	\$46,075	\$47,918	\$49,371 (B3-R1-3)
Level 4 Year 4	\$46,995	\$46,995	\$48,875	\$50,326 (B3-R1-4)
Level 4 Year 5	\$47,903	\$47,903	\$49,819	\$51,634 (B3-R1-5)
Level 5 Year 1	\$49,761	\$49,761	\$51,751	\$53,246 (B4-R1-1)
Level 5 Year 2	\$50,683	\$50,683	\$52,710	\$54,214 (B4-R1-2)

Level 5 Year 3	\$51,601	\$51,601	\$53,665	\$55,623 (B4-R1-3)
Level 6 Year 1	\$53,448	\$53,448	\$55,586	\$57,114 (B4-R2-1)
Level 6 Year 2	\$54,365	\$54,365	\$56,540	\$58,079 (B4-R2-2)
Level 6 Year 3	\$55,289	\$55,289	\$57,501	\$59,589 (B4-R2-3)
Level 7 Year 1	\$57,128	\$57,128	\$61,012 (B5-R1-B)	\$63,838 (B5-R1-1)
Level 7 Year 2	\$58,949	\$58,949	\$61,307	\$65,115 (B5-R1-2)
Level 7 Year 3	\$60,768	\$60,768	\$63,199	\$66,761 (B5-R1-3)
Level 8 Year 1	\$64,405	\$64,405	\$66,981	\$69,570 (B6-R1-1)
Level 8 Year 2	\$66,217	\$66,217	\$68,866	\$71,479 (B6-R1-2)
Level 8 Year 3	\$68,038	\$68,038	\$70,760	\$72,908 (B6-R1-3)
Level 9 Year 1	\$71,670	\$71,670	\$74,537	\$77,210 (B6-R2-2)
Level 9 Year 2	\$73,492	\$73,492	\$76,432	\$78,569 (B6-R2-3)
Level 10	\$77,130	\$77,130	\$80,215	\$82,652 (B7-R1-1)
Level 11	N/A			
Level 12	\$85,813 (B8-R1-1)	\$85,813 (B8-R1-1)	\$89,246 (B8-R1-1)	\$90,584 (B8-R1-1)

