

26 JUN 2009



PARKS & WILDLIFE SERVICE

INDUSTRIAL AGREEMENT

2009



1. TITLE

This Agreement is to be known as the Parks and Wildlife Service Industrial Agreement 2009.

2. CONTENTS

1.	TITLE	2
2.	CONTENTS	2
3.	PARTIES BOUND AND APPLICATION	3
4.	DATE OF OPERATION AND DURATION	3
5.	RELATIONSHIP TO AWARDS AND AGREEMENTS	3
6.	DEFINITIONS	3
7.	EMPLOYMENT CATEGORIES	5
8.	SALARIES, LOADING(S) AND ALLOWANCES	5
(a)	Salary increases	5
(b)	Salary Loading	5
(c)	Weekends & Holidays with Pay	6
(d)	Overtime	6
(e)	Availability & Recall	7
(f)	First Aid Allowance	8
(a)	Application	9
(b)	Employee Initiated Change	9
(c)	Agency Initiated Change	10
10.	TRANSITIONAL MINIMUM SALARY LOADING	10
11.	WILDFIRE SUPPRESSION OPERATIONS	12
12.	HOURS OF WORK	13
13.	SHIFT LEAVE	13
14.	WORK ARRANGEMENTS	13
15.	COXSWAIN'S ALLOWANCE	13
16.	CLASSIFICATION STRUCTURE	13
17.	TRANSLATION	14



18.	GRIEVANCES AND DISPUTE SETTLING PROCEDURE.....	15
19.	NO EXTRA CLAIMS.....	15
20.	SIGNATURES.....	15

3. PARTIES BOUND AND APPLICATION

This Agreement is between the Minister administering the *State Service Act 2000* and the Community and Public Sector Union (State Public Service Federation) Inc and applies to employees who are assigned duties in the Parks and Wildlife Service.

4. DATE OF OPERATION AND DURATION

This Agreement is to take effect from the first full pay period on or after 5 March 2009 and continue until 30 June 2013.

5. RELATIONSHIP TO AWARDS AND AGREEMENTS

- (a) This Agreement replaces the Parks and Wildlife Service Agreement 1996 in its entirety and binds employees previously covered by that Agreement.
- (b) Employees bound by this Agreement are, except for this Agreement, subject to the Tasmanian State Service Award (TSSA). Where any inconsistency occurs between this Agreement and the Award, this Agreement is to prevail.
- (c) Employees of the Parks and Wildlife Service not bound by the Parks and Wildlife Service Agreement 1996 may elect to be covered by this Agreement, subject to authorisation by the Agency.
- (d) Clause 11 of this Agreement applies to all employees of the Parks and Wildlife Service who from time to time take part in Wildfire Suppression Activities.

6. DEFINITIONS

Accrued Day Off (ADO) means a paid day off for employees who work a 38 hour week in accordance with a roster and Clause 12, Hours of Work.

Agency means the Government Department responsible for administration of the *National Parks and Reserves Management Act 2002*.

Annual Base Salary means annual salary specified in a classification Band, exclusive of an allowance or salary loading.

Authorised means a verbal or written requirement or an instruction by a manager with the appropriate delegated authority.

Day Worker means an employee who works Monday to Friday and not according to a roster. Day workers work 38 hours per week, except those employees who, by



custom and practice, work 36 hours and 45 minutes per week and elect to continue this arrangement.

Event Basis means as and when the occasion occurs.

Field Centres are defined operational areas according to geographic boundaries. Field Centres are ranked according to level of complexity considering, but not limited to, the following criteria:

- resident population and visitation volume;
- number and type of reserves, area and average size;
- asset value, number and area of high use sites;
- number of employees employed within the field centre;
- degree of isolation and support available; and
- number of leases and licences within the field centre.

Holiday with Pay means a statutory holiday, as defined by the TSSA.

Operational year means a twelve month period commencing from the first full pay period on or after 1 July.

Roster means work arrangements for employees to provide operational service delivery for seven days per week for an Operational Year. An employee on a roster is deemed to be authorised to undertake the work required according to those roster arrangements.

Rostered Day Off (RDO) means an unpaid day off for employees who work according to a roster covering 38 hours per week in accordance with Clause 12, Hours of Work.

Salary Loading means an authorised payment as a percentage of annual base salary relevant to the work arrangements specified in clause 8 of this Agreement. These payments may be aggregated. The salary loading excludes payment for Wildfire Suppression Operations which was previously incorporated into the aggregated loading payable under the Parks and Wildlife Service Agreement 1996 and which is now subject to separate payment according to Clause 11 of this Agreement.

Shift Worker means an employee whose ordinary hours of work are worked on any day including weekend days and Holidays with Pay according to a roster based on a 38 hour week.

TSSA means Tasmanian State Service Award.

Wildfire Suppression Operations means work directly involved in or supporting wildfire suppression activities as prescribed in Clause 11.

Work arrangements means any work for which a salary loading is payable according to clause 8 of this Agreement.



7. EMPLOYMENT CATEGORIES

(a) Day Workers

- (i) Employees who work Monday to Friday inclusive are regarded as 'Day Workers' for the purpose of this agreement with the applicable provisions specified in the TSSA, unless otherwise specified in this agreement.
- (ii) By agreement between the manager and employee, a Day Worker may be employed as a Shift Worker on a seasonal basis or from time to time, in which case the provisions for Shift Workers apply.
- (iii) Day Workers not employed as Shift Workers may access flexitime provisions and work 7hr 36 min per day, without access to an ADO, as agreed and authorised by the manager.

(b) Shift Workers

Employees whose ordinary hours of work are worked on any day including weekends and Holidays with Pay work according to a roster based on a 38 hour week.

8. SALARIES, LOADING(S) AND ALLOWANCES

(a) Salary increases

Salary increases are effective from the first full pay period on or after the dates as shown in the salary table of clause 17 and thereafter as specified in the TSSA

(b) Salary Loading

- (i) A salary loading is authorised and payable according to the work arrangements and rates specified in this clause, but does not include work associated with Wildfire Suppression Operations, which is to be paid in accordance with clause 11 on an event basis.
- (ii) Employees authorised to receive a salary loading for:
 - 1) work on week-end days and Holidays with Pay; and/or
 - 2) working Overtime; and/or
 - 3) being subject to Availability and Recall; and/or
 - 4) performing First Aid duties

are to be paid the salary loading relevant to the work arrangements and the rates specified in the relevant tables of sub-clauses (c), (d), (e) and (f) of this clause, in lieu of award entitlements for working those days. The particular work arrangements authorised to be worked by an employee is as prescribed on the Statement of Duties for the duties assigned to the employee, which may be varied from time to time, subject to clause 9(c)(iv) and 10.



- (iii) Employees authorised to undertake duties prescribed in (b)(ii) 1,2,3 and 4 of this clause, who are not compensated through a salary loading are to be paid in accordance with the TSSA.

(c) Weekend days & Holidays with Pay

- (i) Employees authorised to work week-end days and Holidays with Pay, in accordance with sub-clause (b) of this clause, are to be paid a salary loading specified in Table I in lieu of all other payments for week-ends and Holidays with Pay.
- (ii) An employee who seeks to work more weekend days and Holidays with Pay than prescribed for their duties is to have prior authorisation from the relevant manager before working those days.
- (iii) An employee who may be required and authorised to work more than the number of days prescribed for their duties is to be paid appropriate penalty rates according to the TSSA.
- (iv) An authorised roster is to be maintained in accordance with agency procedures as an official record of the number of weekend days and Holidays with Pay worked by employees.
- (v) An employee will not be required to work more than two (2) consecutive weekends, unless the employee agrees to do so or when working on Wildfire Suppression Operations.
- (vi) Shift workers are entitled to an additional paid day off when a Rostered Day Off (RDO) falls on a Holiday with Pay, which is to be taken in conjunction with the block of rostered days off in which the Holiday with Pay occurred.
- (vii) An employee engaged in Wildfire Suppression Operations on any weekend day or Holiday with Pay who would otherwise be rostered off is to be paid the appropriate penalty and overtime rates for the time worked but would not record this as a week-end day or Holiday with Pay worked, for which an employee receives a salary loading.

Table I

Number of weekend days and Holidays with Pay worked in an Operational year.	Salary Loading (% of annual base salary)
Up to 7	Claim only
8 - 17	5.23 %
18 - 29	9.15 %
30 - 41	13.08 %
42 - 52	17.0 %

(d) Overtime

- (i) For the purposes of calculating a salary loading, overtime in this clause is defined in the TSSA, but excludes overtime worked on:



- Wildfire Suppression Operations; and
- Normal hours of duty and normal number of hours per day during any weekend day or Holiday with Pay.

- (ii) Overtime includes, but is not limited to:
- a. Non-wildfire fire operations – planned burns (e.g. fuel reduction burning);
 - b. After hours disturbances;
 - c. Recall to duty (Recall as defined in the TSSA);
 - d. After hours law enforcement operations;
 - e. Attending after-hours community meetings; and
 - f. Non-wildfire critical incidents such as whale strandings and assisting with search and/or rescues.
- (iii) Employees authorised to work overtime, in accordance with sub-clause (b) of this clause, are to be paid a salary loading specified in Table 2 in lieu of all other payments for overtime and time off in lieu of overtime.
- (iv) An employee authorised to work more than the overtime prescribed for their duties is to be compensated for any overtime worked according to the TSSA on an event basis.
- (v) Employees who receive a salary loading for overtime in accordance with this clause are to maintain an appropriate record of authorised overtime hours actually worked, not as penalty hours claimed.

Table 2

Number of Hrs Overtime worked per Operational year (non – wildfire)	Salary Loading (% of annual base salary)
Up to 19	Claim only
20 - 49	2.2 %
50 - 99	4.5 %
100 - 149	6.7 %
150 - 200	9.0 %

(e) Availability & Recall

- (i) For the purposes of this sub-clause, Availability and Recall are as described in the TSSA.
- (ii) Employees are to maintain a record of hours directed or rostered to be Available for Recall in accordance with agency procedures.
- (iii) Employees authorised to be Available for Recall according to a roster, in accordance with sub-clause (b) of this clause, or as requested by the manager from time to time, are to be paid a salary loading specified in Table 3 in lieu of the payment for Availability prescribed in the TSSA.



- (iv) An employee authorised to be Available for Recall more than prescribed for their duties is to be paid the payment for Availability according to the TSSA on an event basis.
- (v) An employee is not to be rostered or directed to be Available for more than 10 consecutive days at a time, with a minimum period of 4 days between being rostered or requested, unless otherwise agreed.

Table 3

Number of hours requested or Rostered to be Available for Recall in an Operational year	Salary Loading (% of annual base salary)
82 - 164	0.6 %
165 - 328	1.2 %
329 - 492	1.8 %
493 - 656	2.4 %
657 - 820	3.0 %

(f) First Aid Allowance

- (i) An employee required to obtain a relevant First Aid Certificate as specified by the TSSA and perform first aid duties, accordance with sub-clause (b) of this clause, is to receive a salary loading of 1% of annual base salary in lieu of the First Aid Certificate Allowance prescribed in the TSSA.
- (ii) An employee in receipt of a salary loading in accordance with this sub-clause is to renew the certificate for which the loading is payable within 3 months of its expiry.
- (iii) Where duties assigned to an employee require a relevant First Aid Certificate the salary loading is not paid until such time as the certificate is obtained.
- (iv) Possession of a relevant First Aid Certificate or other training in first aid does not automatically entitle an employee to the salary loading payable under this sub-clause, as the employee is to be nominated by the agency to perform those duties, as specified in the relevant Statement of Duties.
- (v) An employee whose duties no longer require a relevant First Aid Certificate is to receive 3 months written notice and is to continue to receive the salary loading for the balance of the Operational Year in which the notice is provided.
- (vi) An employee in receipt of the First Aid Certificate Allowance as prescribed in the TSSA may continue to receive that allowance or elect to receive the salary loading payable under this sub-clause.

9. TRANSITIONAL ARRANGEMENTS



(a) Application

- (i) The salary loadings specified in the tables of clause 8 cover specific work arrangements that were previously paid an aggregated loading under the Parks and Wildlife Agreement 1996, but do not include work associated with Wildfire Suppression Operations which is to be paid in accordance with clause 11 on an event basis.
- (ii) These transitional arrangements enable an employee previously covered by the Parks and Wildlife Agreement 1996 to alter individual work arrangements according to the patterns of work and payments prescribed in clause 8.
- (iii) These transitional arrangements enable an employee previously not covered by the Parks and Wildlife Agreement 1996 and employed in the Parks and Wildlife Service to elect to be covered by this Agreement and to work according to the patterns of work and payments prescribed in clause 8. The election by an employee is to be authorised by the Agency.
- (iv) This clause applies to adjustments to the salary loading(s) payable to individual employees only. Any alteration to the working arrangements, conditions, salaries and allowances, in general, that effect the employees of the Parks and Wildlife Service covered by this Agreement, is to be in accordance with the "Consultation and Change" provisions of Part XI of the TSSA.

(b) Employee Initiated Change

- (i) The Transitional Minimum Salary Loading of Clause 10 does not apply to an employee initiated variation to work arrangements which alters a salary loading payable under clause 8.
- (ii) An employee may request to alter their work arrangements. This is to be considered according to:
 - 1. the effect on operational service delivery;
 - 2. the ability of other employees to meet operational service delivery requirements; and
 - 3. any alternative arrangements that are practical to implement.
- (iii) An employee may, by mutual agreement with their manager, be authorised to change work arrangements which may alter a salary loading(s) which were previously aggregated under the Parks and Wildlife Agreement 1996.
- (iv) An employee who elects to alter work arrangements that have effect on all, or part, of a salary loading approved under this clause is to have this alteration authorised in writing.
- (v) Under normal circumstances, an employee initiated variation to work arrangements which alters a salary loading(s) payable under clause 8, is to take effect from a new Operational Year. Circumstances in which an earlier operational date for effecting change can occur include, but are not limited to:
 - personal and immediate family issues such as illness and care;



- education requirements;
- relocation; and
- work/life balance.

(c) Agency Initiated Change

- (i) The agency may alter the work arrangements of an employee which have an effect on any salary loading(s) payable to an employee.
- (ii) An employee who received a salary loading of 31% of annual base salary under the Parks and Wildlife Agreement 1996 is not to receive an aggregate salary loading less than is specified in Clause 10, Table 4, for the relevant time period specified in that table.
- (iii) Any alterations to work arrangements for an employee to whom sub-clause (ii) of this clause applies are to be as consistent as possible with the Transitional Minimum Salary Loading payable, as specified in Clause 10, Table 4, regardless of the work arrangements actually required.
- (iv) An employee not previously covered by the Parks and Wildlife Agreement 1996 and who receives a salary loading(s) under this Agreement is to retain 50%, as a minimum, of the previous Operational Year's salary loading(s) in a subsequent Operational Year, regardless of the work arrangements actually required, excluding any payment for the First Aid Allowance.
- (v) An employee is to be notified in writing at least 3 months in advance of any changes in accordance with sub-clause (i) of this clause, which are not to take effect earlier than the commencement of a new Operational Year.
- (vi) A change in accordance with sub-clause (i) of this clause is to be implemented after consideration has been given to and is justifiable according to:
 1. documentary evidence;
 2. the effect on expected operational service delivery;
 3. the ability of other employees to meet operational service delivery requirements; and
 4. any alternative arrangements that are practical to implement.

10. TRANSITIONAL MINIMUM SALARY LOADING

- (a) This clause applies only to Agency Initiated Change to work arrangements under clause 9(c).
- (b) The Transitional Minimum Salary Loading provides for flexible work arrangements while ensuring protection for employees in receipt of the salary loading of 31% previously payable under the Parks and Wildlife Agreement 1996. The different aggregate salary loadings allow for different work arrangements for different classifications of employees.



- (c) The Transitional Minimum Salary Loading payable under this clause is not to be less than specified in Table 4, regardless of the work arrangements actually undertaken, unless change to work arrangements is initiated and authorised according to Clause 9(b).
- (d) The Transitional Minimum Salary Loading for Operational Year 4 is not to result in a net increase in pay of less than 2% greater than the combined annual base salary and Transitional Minimum Salary Loading paid in Operational Year 3 considering:
- (i) the salary movement available to individual employees, subject to performance assessment; and/or
 - (ii) general wage increase(s) payable according to general state service wage increases, either through a replacement to the Tasmanian State Service Union Agreement 2008 or the Tasmanian State Service Award.

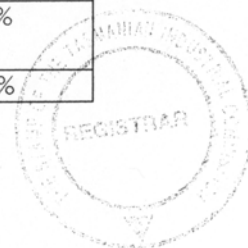
Table 4 Transitional Minimum Salary Loading Table

PWS Agreement 1996 Classification	PWS Agreement 2009 Classification after Assessment	Operational Year 1 '09 - '10 salary loading %	Operational Year 2 '10 - '11 salary loading %	Operational Year 3 '11 - '12 salary loading %
PWO2	Band 2	28	24	19
PWO2	Band 3	28	24	19
PWO2	Band 4	28	24	19
PWO3	Band 3	28	24	19
PWO3	Band 4	28	24	19
PWO4	Band 3	28	27	23
PWO4	Band 4	28	24	19
PWO5	Band 4	28	25	19
PWO5	Band 5	15	11	7
PWO6	Band 4	28	24	19
PWO6	Band 5	15	11	7

- (e) The following default work arrangements specified in Table 5 are to apply for the Operational Year 1, 2009-2010, for employees previously in receipt of the 31% salary loading under the Parks and Wildlife Agreement 1996, unless a variation is authorised in accordance with clause 9(b).

Table 5

Default Work Arrangements	Transitional Minimum Salary Loading	
	28%	15%
Weekend Days and Holidays with Pay (clause 8(c))	(42-52) - 17%	(18-29) - 9.15%
Overtime (clause 8(d))	(100 - 149 hrs) - 6.7%	(20 - 49 hrs) - 2.2%
Availability (Hrs) (clause 8(e))	(657 - 820hrs) - 3.0%	(493-656hrs) - 2.4%



First Aid (clause 8(f))	1%	1%

11. WILDFIRE SUPPRESSION OPERATIONS

- (a) Employees undertaking Wildfire Suppression Operations are to be paid for hours worked according to the relevant overtime and penalty provisions specified in the TSSA.
- (b) Employees appointed to a role specified in Table 6 are to be paid at the appropriate rate specified for the role, which is also the rate to be used for calculating any penalty and overtime payments that apply, subject to sub-clause (f) of this clause.
- (c) Wildfire Suppression Operations do not include work on any planned fires such as fuel reduction burning.
- (d) Fires are declared and managed in accordance with agency wildfire management policy and the Australasian Inter-service Incident Management System.
- (e) Fire management roles are as defined according to Table 6.

Table 6

Appointed Role	Level 2 Fire	Level 3 Fire
Incident Controller	B7-R1-2	B8-R1-2
Deputy Incident Controller	B6-R1-3	B7-R1-2
Planning Officer	B6-R1-3	B7-R1-2
Deputy Planner	N/A	B6-R1-3
Resources Unit Leader	B5-R1-3	B5-R1-3
Situation Unit Leader	B5-R1-3	B5-R1-3
Safety Advisor	B6-R1-3	B7-R1-2
Division Commander	B5-R1-3	B5-R1-3
Sector Commander	B4-R1-3	B4-R1-3
Operations Officer	B6-R1-3	B7-R1-2
Logistics Officer	B6-R1-3	B7-R1-2
Crew Leader	B4-R1-3	B4-R1-3

- (f) An employee appointed to a fire suppression operational role whose normal duties are classified at a higher substantive level than a role designated in Table 6 is to be paid their substantive salary, which is to be the basis for the calculation of any penalty and overtime payments.
- (g) An employee must be appointed to or exercise the responsibilities of the roles listed in Table 6 for a minimum of four hours to be eligible to receive the salary rate specified in that Table.



12. HOURS OF WORK

- (a) The ordinary hours of work of employees covered by this agreement are 38 hours per week, except for roles performed by those Day Work employees not previously covered by the Parks and Wildlife Agreement 1996, who work 36 hours and 45 minutes per week and elect to continue this arrangement.
- (b) Ordinary hours of work are worked between the hours of 7.00am and 7.00pm Monday to Friday, inclusive.
- (c) Employee(s) who work 38 hours per week work 8 hours per day according to a cycle of 19 days month, which provides for one Accrued Day Off (ADO).
- (d) Wherever practical, the ADO is to be rostered to be taken in conjunction with normal rostered days off.
- (e) No more than two ADO's are to be accumulated at any one time.
- (f) Notwithstanding sub-clause (e) an employee continues to accumulate ADO's if authorised to do so due to operational demands.

13. SHIFT LEAVE

- (a) Five (5) days additional shift leave is provided to employees who work 20 or more weekend days per Operational year, consistent with Part VIII, clause 5(a)(iii) of the TSSA.
- (b) Employees may elect to receive a salary loading of 1% of annual base salary in lieu of the 5 days leave available under sub-clause (a) according to an Operational year.
- (c) The salary loading for shift leave is payable commencing on the start of a new Operational Year subject to having worked 20 weekend days during the previous Operational Year.

14. WORK ARRANGEMENTS

- (a) A review of employee records is to be conducted annually prior to the end of an Operational Year to ensure the work arrangements specified in an employee's Statement of Duties are consistent with the work arrangements actually undertaken.
- (b) The Statement of Duties is to specify the working arrangements, allowances and salary loadings applicable to the duties assigned to an employee.

15. COXSWAIN'S ALLOWANCE

An employee required to obtain a Coxswain's Certificate issued by an appropriate Navigation and Survey Authority is to receive an allowance of \$716.00 per annum, as adjusted from time to time by the TSSA.

16. CLASSIFICATION STRUCTURE

- (a) The classification standards that apply to employees covered by this Agreement are those specified in the TSSA, with the specific classification



applicable to an individual employee to be determined by the duties assigned to an employee.

- (b) Specific role requirements, minimum qualifications and experience are as follows:
- (i) Ranger classified at Band 4, Range 1 is required to have a minimum of five years experience in reserve management, or equivalent.
 - (ii) Ranger classified at Band 4, Range 2 is required to:
 - (1) possess a Diploma in Conservation and Land Management, or equivalent; and
 - (2) have five years minimum experience in reserve management, or equivalent experience.
 - (iii) Field Officer classified at Band 4, for salary advancement to Band 4, Range 2 requires:
 - (1) current accreditation as a Builder under the *Building Act 2000*, and
 - (2) have five years minimum experience in building and building maintenance work.
 - (iv) Ranger classified at Band 5 is required to:
 - (1) possess a Diploma in Conservation and Land Management, or equivalent, and
 - (2) have five years minimum experience in reserve management, or equivalent experience; and
 - (3) be in charge of a complex Field Centre.
 - (v) Parks and Reserve Manager classified at Band 6, for salary advancement to Band 6, Range 2 is required to:
 - (1) possess a Bachelor Degree in Conservation and Land Management or equivalent, and
 - (2) have five years minimum experience in reserve management, or equivalent experience.

17. TRANSLATION

- (a) The salary table below specifies the **MINIMUM** salaries on translation to the new classification structure.

Salary Table 8

	Salary 1/12/07	Point to Point	Salary 27/11/08	Translation 5/3/09	Salary 5/3/09
PWO 1.1	\$ 34,648	B1-R2-1	\$36,034	B1-R2-2	\$ 37,931
PWO 1.2	\$ 35,933	B1-R2-2	\$37,370	B1-R2-3	\$ 39,456
PWO 1A	\$ 37,378	B1-R2-3	\$38,873	B1-R2-4	\$ 40,482
PWO 2.1	\$ 38,927	B2-R1-A	\$41,318	B2-R1-2	\$ 42,801
PWO 2.2	\$ 40,547	B2-R1-2	\$42,169	B2-R1-3	\$ 43,679
PWO 3.1	\$ 42,233	B2-R1-4	\$43,922	B2-R1-5	\$ 45,740
PWO 3.2	\$ 44,019	B3-R1-A	\$46,736	B3-R1-2	\$ 48,403



PWO 4.1	\$ 45,854	B3-R1-2	\$47,688	B3-R1-3	\$ 49,371
PWO 4.2	\$ 47,675	B3-R1-4	\$49,582	B3-R1-5	\$ 51,634
PWO 5.1	\$ 49,523	B4-R1-B	\$51,504	B4-R1-1	\$ 53,246
PWO 5.2	\$ 51,358	B4-R1-2	\$53,412	B4-R1-3	\$ 55,623
PWO 6	\$ 53,188	B4-R2-A	\$55,316	B4-R2-1	\$ 57,114

- (b) Other than for employees to whom sub-clause (c) applies, employees previously classified according to the Parks and Wildlife Agreement 1996, and who were in receipt of the aggregate allowance of 31%, are to translate point to point in accordance with Table 8 and receive a salary loading of 28% for the first Operational Year on that salary and on the salary of any reclassified duties; unless required and authorised for work arrangements that attract a higher salary loading, or a change is initiated and authorised under Clause 9(b).
- (c) Employees previously classified as either PWO 5 or PWO 6 according to the Parks and Wildlife Agreement 1996, and who were in receipt of the salary loading of 31% under that Agreement and whose duties are reclassified to Band 5 are to:
- translate point to point in accordance with Table 8;
 - receive a salary loading of 28% from the first full pay period on or after 5 March 2009;
 - receive the Band 5 salary from the first full pay period on or after 1 September 2009; and
 - receive a salary loading of 15% on the Band 5 salary from the commencement of the first full pay period on or after 1 September 2009 unless required and authorised for work arrangements that attract a higher salary loading; or a change is initiated and authorised under Clause 9(b).
- (d) Other than for the exceptions of this clause, the Translation and Review Process is as described in the TSSA.

18. GRIEVANCES AND DISPUTE SETTLING PROCEDURE

Grievances and disputes that arise in the workplace are to be dealt with in accordance with the provisions of the Tasmanian State Service Award.

19. NO EXTRA CLAIMS

The parties to this Agreement undertake that, for the life of this Agreement, they will not make any additional claims relating to any matter included in this Agreement.

20. SIGNATURES

SIGNED FOR AND ON BEHALF OF



COMMUNITY AND PUBLIC SECTOR UNION
(STATE PUBLIC SERVICE FEDERATION) INC



SIGNED

.....1.....07.....09.....
Date

SIGNED FOR AND ON BEHALF OF
MINISTER ADMINISTERING THE
STATE SERVICE ACT 2000



SIGNED

.....26.....06.....09.....
Date



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