

**TASMANIAN INDUSTRIAL COMMISSION**

**Industrial Relations Act 1984**

s35 application to determine Tasmanian Minimum Wage  
s23 application for award or variation of award

**The Minister administering the State Service Act 2000**

(T13917 of 2012)

(T13928 of 2012)

**Tasmanian Trades and Labor Council**

(T13938 of 2012)

**AWU (TASMANIAN STATE SECTOR) AWARD**

PRESIDENT P L LEARY  
DEPUTY PRESIDENT T ABEY  
COMMISSIONER B DEEGAN

**Wage Rates - Tasmanian Minimum Wage rate determined at \$606.00pw -  
s.47AB – work related allowances increased by 2.9% - supported wage varied -  
– parental leave clause varied - operative date fpp 1 August 2012**

**ORDER BY CONSENT -**

**No. 3 of 2012  
(Consolidated)**

AMEND THE **AWU (TASMANIAN STATE SECTOR) AWARD** BY VARYING PART II –  
CLAUSE (7) SUPPORTED WAGE, CLAUSE 13 TASMANIAN MINIMUM WAGE; PART IV –  
CLAUSES 6(a), FIRST AID, (7) TESTING AND TAGGING, (8) COXSWAIN'S CERTIFICATE,  
(9)(a) DIVING; PART V - CLAUSE (6)(c) AVAILABILITY; PART VII CLAUSE (3(a)  
FOOTWEAR AND CLOTHING; PART VI - CLAUSE (2) PARENTAL LEAVE; AND THE AWARD  
IS CONSOLIDATED:

## **PART I – APPLICATION AND OPERATION OF THE AWARD**

### **1. TITLE**

This award is to be known as the "AWU (Tasmanian State Sector) Award".

### **2. SCOPE**

This award shall apply in respect of the employment of all employees in work done or in connection with the following:

- (a) Construction, alteration, repair and maintenance of railways, tramways, roads, freeways, causeways, aerodromes, civil engineering works, gardens, parks, reserves, fences, racetracks, walking tracks, drains, dams, weirs, bridges, overpasses, underpasses, channels, waterworks, pipe tracks, tunnels, water and sewerage works, conduits, and all concrete work and preparation incidental thereto.
- (b) Forestry, Horticulture, Agriculture including Dairy Farming, Aquaculture and Mariculture.
- (c) Land clearing, preparation, maintenance and protection.
- (d) Soil conservation, vermin and noxious weed control and eradication.

### **3. INDEX**

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

This award comes into operation from the first full pay period to commence on or after 1 August 2012.

## **5. AWARD INTEREST**

- (a) The following employee organisations are deemed to have an interest in this award pursuant to section 63(10) of the *Industrial Relations Act 1984*:

The Australian Workers' Union, Tasmania Branch

- (b) The employer deemed to be an employer organisation having an interest in this award pursuant to section 62(4) of the *Industrial Relations Act 1984*:

The Minister administering the *State Service Act 2000*.

- (c) All employees who are covered by classifications contained in this award.

## **6. SUPERSESSION**

This award incorporates and supersedes the AWU (Tasmanian State Sector) Award No 1 of 2011 (Consolidated), and No 1 and 2 of 2012.

## **7. DEFINITIONS**

In this award, unless the contrary intention appears:

**'Employer'** means the Minister administering the *State Service Act 2000* and their delegated representative.

**'fire season'** the period during which wildfires are likely to occur, spread and do sufficient damage to warrant organised fire control. in Tasmania the length of the season varies from year to year.

**'Head of Agency'** means the Secretary of the relevant Department and their delegated representative.

**'Normal salary rate'** means an employee's normal salary exclusive of all allowances.

**\*'Call out'** means the circumstances in which an employee, as a consequence of being called out, actually returns to the workplace or a place of work.

**'Employee organisation'** means The Australian Workers' Union, Tasmania Branch

## **8. EMPLOYMENT CATEGORIES**

In this award, unless the contrary intention appears:

**'Permanent full-time employee'** means a person who is appointed to work the full ordinary hours of work each week (as defined) and who is appointed as such in accordance with section 37(3)(a) of the *State Service Act 2000*.

**'Permanent part-time employee'** means a person who is appointed to work hours that are less in number than a full-time employee and who is appointed as such in accordance with section 37(3)(a) of the *State Service Act 2000*.

**'Fixed term employee'** means a person engaged for a specified term or for the duration of a specified task in accordance with section 37(3)(b) of the *State Service Act 2000*.

**'Casual employee'** means a person engaged on an irregular basis and at short notice and where the offered engagement may be accepted or rejected on each and every occasion, thus excluding a casual employee from being placed on a regular employment roster, and is paid a loading of 20% in addition to the normal salary rate in lieu of paid leave entitlements and Holidays with Pay as prescribed by Part VII– Leave and Holidays with Pay of this award.

## **9. CONTRACT OF EMPLOYMENT**

- (a) Except as otherwise provided by the *State Service Act 2000*, employment is by the fortnight. Any employee not specifically engaged as a casual employee is deemed to be employed by the fortnight.
- (b) An employee (other than a casual employee) who is willing to work his or her normal ordinary hours of work, is entitled to be paid a full fortnight's salary at a rate fixed by this award or relevant industrial agreement.
- (d) A casual employee is to be given a minimum of two hours work or pay on each occasion they are required to attend work unless otherwise mutually agreed by the employee, employer and relevant union.

## **10. ABANDONMENT OF EMPLOYMENT**

An employee who is absent from work without justifiable cause for more than 14 days without notifying the employer of the reason for the absence, is to be considered on face value to have abandoned their employment. Service is deemed to have ceased from that time (that is, 14 days from the first day of absence).

## **11. TERMINATION OF EMPLOYMENT**

The provisions of this clause are to be read in conjunction with, and subject to, the provisions of ss.43, 44 and 45 of Part 7 of the *State Service Act 2000*.

(a) Notice of termination by employer

- (i) In order to terminate the employment of an employee other than a fixed term employee (including a casual employee), the employer shall give to the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (ii) In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- (iii) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- (iv) In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- (v) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal.
- (vi) Notwithstanding the foregoing provisions, trainees who are engaged for a specific period of time shall, once the traineeship is completed and provided that the trainees' services are retained, have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of the traineeship and is re-engaged by the employer within six months of such termination, the period of traineeship shall be counted as service in determining any future termination.
- (vii) Termination of all casual engagements whether the employee has commenced work or not, shall require one day's notice on either side or the payment or forfeiture of one day's pay as the case may be.
- (viii) Notice given at or before the usual starting time of any ordinary working day shall be deemed to expire at the completion of that day's work.

- (ix) For the purpose of this clause, continuity of service shall be calculated in the manner prescribed in Part VI, Clause 5(c).
- (b) Notice of termination by an employee
  - (i) The notice of termination required to be given by an employee is the same as that required of the employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
  - (ii) If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.
- (c) Time off during notice period

Where the employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.
- (d) This clause does not affect the right of the employer to dismiss an employee for serious misconduct or serious neglect of duty, in which case wages are to be paid up to the time of dismissal only.



## PART II – SALARIES AND RELATED MATTERS

### 1. CALCULATION FOR THE PAYMENT OF SALARY

#### (a) Calculation of Fortnightly Salary

The formula to be used in calculating an employee's fortnightly salary is:

$$1 \div 26 \times \text{'Annual Salary'} \times 10 \div \text{'Working Days in Relevant Financial Year'} \times 26$$

**'Annual Salary'** means the salary given under this Part.

**'Working Days in Relevant Financial Year'** means the total number of working days (excluding Saturdays and Sundays) in the relevant financial year. The total number of days to be used in any one financial year is 260, 261 or 262 in accordance with the actual calendar for that financial year.

The formula is consistent with the provisions of the Financial Management and Audit Regulations 2003.

#### (b) Calculation of Hourly Rate for Part-time Employees

Subject to subclause (a) of this clause, the hourly rate of pay to be paid to a part-time employee is to be calculated is 1/76 of the salary calculated above.

### 2. PAYMENT OF SALARY

#### (a) Timing of Payment

Wages due to an employee including overtime are to be available not later than the usual time the employee ceases work at intervals of not more than two weeks and not later than Wednesday, except where it has been customary to pay on Thursday.

When a public holiday falls on a normal pay day wages are to be made available on the last working day prior to the public holiday.

#### (b) Method of Payment

Payment of wages is to be by cheque, electronic funds transfer or direct deposit. Payment by electronic funds transfer or direct deposit is to be into a banking or financial institution nominated by the employee.

#### (c) Waiting Time Payments

(i) An employee kept waiting for payment of wages for more than a quarter of an hour after the usual time for ceasing work on the employees normal pay day, due to any action or default of the employer, is to be paid waiting time at the

rate of time and one half for all time kept so waiting for their pay, irrespective of whether the employee waits at their normal place of employment.

**PROVIDED** that where the employee's wages are paid within the first 15 minutes after the usual time of ceasing work, a minimum payment of 15 minutes is to be made in accordance with this provision.

Further such payment at the rate of time and one half is to continue during all ordinary hours of work on each succeeding day or days, up to a maximum of 6 hours per day, until such time as payment is made.

- (ii) Subject to subclause (c)(iii) the provisions of subclause (c)(i) do not apply in circumstances whereby payment of wages is not made on pay day but the employer and employee agree to an alternative arrangement for payment.
  - (iii) Should, however the employer fail to make payment in accordance with the terms of the alternatively agreed arrangement as provided for in subclause (c)(ii), the employee is deemed to have been kept waiting for payment since pay day and is entitled to payments in accordance with subclause (c)(i) until such time as payment is effected.
  - (iv) Allowances prescribed by any award, other than allowances linked to the employee undertaking additional responsibilities are not to be taken into account in the calculation of waiting time rates prescribed in subclause (c)(i).
  - (v) No employee is to receive in the aggregate more than overtime rates for each hour the employee is kept so waiting, whether that employee is at work or not.
- (d) Waiting Time Payments Not Payable
- (i) An employee kept waiting for wages for more than a quarter of an hour after the usual time for ceasing work on the normal pay day due to circumstances beyond the control of the employer is not to be provided with waiting time payments as prescribed in subclause (c) of this clause.
  - (ii) In circumstances where payment of wages is delayed due to reasons beyond the control of the employer, the employer is to do all things reasonable and possible to arrange an alternative method of payment as soon as it becomes known to the employer that the employee's pay will be delayed.
- (e) Advice of Pay Details
- (i) Pay advice details must at least include the requirements prescribed by the *Industrial Relations Act 1984*.
  - (ii) Pay advice details may be provided by way of an electronic employee self-service system (ESS), where appropriate.

(f) Payment on Termination of Employment

- (i) Where employment is terminated, all wages due are, where practicable, to be paid to the employee on the day of termination.
- (ii) If payment on the day of termination is not practicable, the employer is to, on the next working day of the pay office, forward all wages due to the employee to the employee's recorded home address, or any other arrangement for payment as may be agreed between the employer and the employee.
- (iii) Part 2 (State Service Salaries) of the Financial Management and Audit Regulations 2003 provides for the payment of salary after death.

**3. SALARIES**

(a) Salaries

- (i) The salary increases for employees translating to the new Structure under this award are:
  - (1) Increase of 4.0% effective the first full pay period commencing on or after 27 November 2008, comprising:
    - (A) Annual Increase of 3.5%; and
    - (B) Structural Realignment Increase of 0.5%.
  - (2) Structural Adjustment Increase of 1.5% effective the first full pay period commencing on or after 5 March 2009.
  - (3) Annual Increase of 3.5% effective the first full pay period commencing on or after 26 November 2009.
  - (4) Annual Increase of 3.5% effective the first full pay period commencing on or after 25 November 2010.
  - (5) Structural Adjustment Increase of 2.0% effective the first full pay period commencing on or after 3 March 2011.
  - (6) Salary increase of \$1000 per annum or 2% per annum, whichever is greater, effective from the first full pay period on or after 1 December 2011.
  - (7) Salary increase of \$1000 per annum or 2% per annum, whichever is greater, effective from the first full pay period on or after 1 December 2012.

	<u>Salary</u> <u>8/12/11</u>	<u>Salary</u> <u>6/12/12</u>
<u>Band</u>	<u>Increase</u> <u>2.0%</u> <u>(ffpp)</u>	<u>Increase</u> <u>2%</u> <u>(ffpp)</u>
B1-R1-1	\$36,511	\$37,511
B1-R1-2	\$37,995	\$38,995
B1-R1-3	\$39,480	\$40,480
B1-R1-4	\$40,173	\$41,173
Advancement Assessment Point / Entry		
B1-R2-1	\$40,963	\$41,963
B1-R2-2	\$42,445	\$43,445
B1-R2-3	\$44,112	\$45,112
B1-R2-4	\$45,233	\$46,233
Promotion		
B2-R1-1	\$46,823	\$47,823
B2-R1-2	\$47,767	\$48,767
B2-R1-3	\$48,725	\$49,725
B2-R1-4	\$49,712	\$50,712
B2-R1-5	\$50,978	\$51,998
Promotion		
B3-R1-1	\$52,869	\$53,926
B3-R1-2	\$53,946	\$55,025
B3-R1-3	\$55,025	\$56,126
B3-R1-4	\$56,088	\$57,210
B3-R1-5	\$57,546	\$58,697
Promotion		
B4-R1-1	\$59,343	\$60,530
B4-R1-2	\$60,421	\$61,629
B4-R1-3	\$61,993	\$63,233

Advancement Assessment Point		
B4-R2-1	\$63,654	\$64,927
B4-R2-2	\$64,729	\$66,024
B4-R2-3	\$66,412	\$67,740
B4-R2-4	\$68,634	\$70,007

Promotion

B5-R1-1	\$71,148	\$72,571
B5-R1-2	\$72,571	\$74,022
B5-R1-3	\$74,405	\$75,893

Promotion

B6-R1-1	\$77,536	\$79,087
B6-R1-2	\$79,663	\$81,256
B6-R1-3	\$81,256	\$82,881

Advancement Assessment Point

B6-R2-1	\$83,912	\$85,590
B6-R2-2	\$86,050	\$87,771
B6-R2-3	\$87,565	\$89,316
B6-R2-4	\$89,072	\$90,853

#### **4. ADVANCEMENT ASSESSMENT AND SALARY PROGRESSION**

(a) Classification and Progression

(i) For the purposes of this clause:

**'Advancement assessment point'** means a salary increase available without promotion subject to assessment for advancement.

**'B1'** means to Band 1, and so forth, and **'R1'** means to Range 1, and so forth.

**'B1-R1-1'** means level 1 in Range 1 of Band 1, and so forth.

**'B1-R1-A'** means level A in Range 1 of Band 1, and so forth. However, the use of the letter indicates the salary level is transitional and it will cease by March 2011.

**'Increment'** means an annual salary increase prescribed by a previous award.

**'Progression'** means a salary increase within a band subject to assessment.

(ii) Subject to this award, progression from one band to another is via promotion. Progression from one range to another is via Advancement Assessment. Progression within a range is via progression criteria. An employee may

advance through more than one salary level within the same band on the same date, as determined by the employer.

- (iii) The new level of salary is payable immediately an advancement or progression has effect.
- (iv) Appointment or promotion may be to any level within a band, as determined by the employer.

(b) Application of Advancement Assessment and Progression Guidelines

- (i) For those employees whose anniversary occurs between 27 November 2008 and 5 March 2009, and who would have been entitled to an increment under previous classification arrangements will progress to the next salary point on the anniversary date of their appointment or promotion to their previous classification level.
- (ii) For those employees who are not at the maximum salary point of their previous classification level or who have been at the maximum salary increment for less than 12 months at 5 March 2009, access to their next salary progression point will occur on the anniversary date of their appointment or promotion to their previous classification level after these dates.
- (iii) For those employees who have been at maximum salary point of their former classification level as at 5 March 2009 for 12 months or more, access to the next salary point of the new classification band occurs at 5 March.

(c) Advancement Assessment and Progression Guidelines

The following components will apply to the introduction of the changes to the advancement assessment, progression points:

- (i) Until agreed guidelines have been issued and implemented by an Agency, normal salary progression (increments) applies.
- (ii) Agreed guidelines on salary progression points to be published with the target date of 9 March 2009.
- (iii) Agreed guidelines on advancement assessment points to be published with the target date of 9 March 2009.

## **5. APPRENTICES AND TRAINEES**

The salaries in this clause are those applicable on translation and the salaries after this date are as specified in Clause 3 of this Part.

“**AQF**” means Australian Qualification Framework

**'Approved training'** means training undertaken (both on and off the job) in a traineeship involving formal instruction, both theoretical and practical and supervised practice in accordance with a traineeship scheme approved by the Tasmanian State Training Authority (the Authority).

For the purpose of this definition, the training will be accredited by and lead to qualifications being issued under the Australian Qualifications Framework (AQF) Level II, III or IV.

**'Certificate'** means a qualification or part qualification endorsed under the AQF.

**'Trainee'** means a person employed under the provisions of the *State Service Act 2000* and who is bound by a traineeship Agreement made in accordance with this award.

**'Traineeship Agreement'** means an agreement made between the employer and trainee for a traineeship and which is registered with the Authority.

For the purpose of this definition, a Traineeship Agreement is to be made in accordance with the traineeship scheme and is not to operate unless this condition is met.

**'Traineeship scheme'** means an approved traineeship applicable to a group or class of employees employed under the *State Service Act 2000*.

For the purpose of this definition, a traineeship scheme is not to be given approval unless consultation and negotiation has occurred with the Australian Workers Union (AWU) on the terms of the traineeship scheme and traineeship. An application for approval of a traineeship scheme is to identify the AWU and demonstrate to the satisfaction of the Authority that the above-mentioned consultation and negotiation has occurred. A traineeship scheme is to include a standard format to be used for a Traineeship Agreement.

**'Year 10'** means, for the purposes of this award, any person leaving school before completing year 10 will be deemed to have completed year 10.

(a) Salaries for Certificate II, III & IV –Trainees

- (i) The salary on commencement for an employee undertaking a traineeship, or equivalent, is B1-R1-1.
- (ii) The trainee employee salary commences in B1-R1-1 and progresses through to B1-R2-3, subject to meeting the performance requirements of the satisfactory completion of each stage of the traineeship and satisfactory work performance.
- (iii) The trainee employee is eligible for advancement through the Advancement Assessment Points in Band 1, subject to satisfying the traineeship requirements.

<u>Year 10</u>	<u>Year 11</u>	<u>Year 12</u>	<u>Band</u>
Entry			B1-R1-1
	Entry		B1-R1-2
		Entry	B1-R1-3
		Year 12 only 2 <sup>nd</sup> year	B1-R2-1
Completion	Completion	Completion	B1-R2-3

(b) Salaries for Certificate III – Apprenticeship – Tradesperson

- (i) The salary of an apprentice or trainee trade employee commences at B1-R1-1 and progresses through to B3-R1-1 without the requirement for promotion, subject to meeting the performance requirements of the satisfactory completion of each stage of the training qualification and satisfactory work performance. They are then eligible to advance through other progression points in Band 3.

<u>Year 10</u> <u>Entry</u>	<u>Year 11</u> <u>Entry</u>	<u>Year 12</u> <u>Entry</u>	<u>Adult</u> <u>Apprentice</u>	<u>Band</u>
Stage 1				B1-R1-1
	Stage 1			B1-R1-2
		Stage 1	Stage 1	B1-R1-3
Stage 2	Stage 2			B1-R2-1
		Stage 2	Stage 2	B1-R2-3
Stage 3	Stage 3	Stage 3	Stage 3	B2-R1-1
Stage 4	Stage 4	Stage 4	Stage 4	B2-R1-4
On completion	On completion	On completion	On completion	B3-R1-1

- (ii) The minimum salary on commencement for an employee undertaking trade value work requiring an essential trade qualification and for which a trade qualification of AQF Certificate III (that is Trades Certificate requiring a nominal 960 hours of training or equivalent delivered by a Registered Training Organisation) is required, is B3-R1-1.



(c) Salaries for Certificate IV – Apprenticeship – Special Class Tradesperson

- (i) The salary of an apprentice or trainee special class trade employee commences at B1-R1-1 and progresses through to B3-R1-1 without the requirement for promotion, subject to meeting the performance requirements of the satisfactory completion of each stage of the training qualification and satisfactory work performance. They are then eligible to advance through other progression points in Band 3.
- (ii) The minimum salary on commencement for an employee undertaking trade work and for which a trade qualification of Certificate IV (Special Class/Higher), or equivalent, is essential is B3-R1-2.

<u>Stage</u>	<u>Band</u>
Stage 1	B1-R1-3
Stage 2	B1-R2-3
Stage 3	B2-R1-1
Stage 4	B3-R1-1
On completion	B3-R1-2

- (iii) The salary on completion of the trade’s qualification of Certificate IV (Special Class) at a minimum is that of B3-R1-2, otherwise the salary continues at the rate for the classification of the work undertaken by the employee.

(d) Salaries for Diploma – Apprenticeship – Advanced Tradesperson, Diploma for Technical Trainee

- (i) The salary of an apprentice/technical trainee commences in B1-R1-3 and progresses through to B3-R1-2 without the requirement for promotion, subject to meeting the performance requirements of the satisfactory completion of each stage of the qualification and satisfactory work performance. They are then eligible to advance through other progression points in Band 3.
- (ii) The technical trainee is eligible for advancement through the Advanced Assessment Points in Band 1 subject to satisfying the performance requirements stated above.

<u>Stage</u>	<u>Band</u>
Stage 1	B1-R1-3
Stage 2	B1-R2-3

Stage 3	B2-R1-1
Stage 4	B3-R1-1
On completion	B3-R1-2

- (iii) The minimum salary on commencement for an employee undertaking technical work and for which a technical qualification of Diploma, or equivalent, is an essential qualification is B3-R1-2.

(e) Salaries for Advanced Diploma – Technical Trainee

- (i) The salary on commencement for an employee undertaking technical work for which a technical qualification of Advanced Diploma, or equivalent, which involves a minimum of 1200 hours training delivered by a Registered Training Organisation, is B3-R1-4.
- (ii) The technical trainee salary commences in B1-R1-3 and progresses through to B3-R1-4 without the requirement for promotion, subject to satisfactory completion of each stage of the qualification and satisfactory work performance. They are then eligible to advance through other progression points in Band 3.

<u>Stage</u>	<u>Band</u>
Stage 1	B1-R1-3
Stage 2	B1-R2-3
Stage 3	B2-R1-4
Stage 4	B3-R1-2
On completion	B3-R1-4

(f) Minimum Adult Wage Rates – Adult Apprenticeships

- (i) When a person, employed in the State Service, enters into a contract of training as an adult apprentice pursuant to the provisions of the *Vocational Education and Training Act 1994*, the employee is not to suffer a reduction in salary as a consequence of entering into a contact of training, unless the salary exceeds B2-R1-1 (Stage 3).

- (ii) The rate of salary the adult apprentice is to receive is that of the classification of work in which the adult apprentice was engaged immediately prior to entering into the contract of training, subject to a maximum of the salary specified for B2-R1-1. A salary in excess of B2-R1-1 may continue to be paid at the discretion of the relevant Head of Agency.

(g) Salaries for School Based Apprenticeships

(i) Definition

This subclause applies to school based apprentices. A school based apprentice is a person who is undertaking an apprenticeship in accordance with this clause while also undertaking a course of secondary education.

(ii) Wage Rates

The hourly rates for full-time apprentices as set out in this award apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

For the purposes of the above paragraph, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the apprentice is paid is deemed to be 25 per cent of the actual hours each week worked on-the-job. The wages paid for training time may be averaged over the semester or year.

(iii) Off-The -Job-Training

A school based apprentice is allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.

For the purposes of this subclause, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on-the-job.

(iv) Duration of Apprenticeship

The duration of the apprenticeship is to be as specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply is not to exceed six years.

(v) Progression Through Wage Structure

School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

(vi) Conversion from a School Based to Full Time Apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purposes of progression through the wage scale. This progression applies in addition to the progression achieved as a school based apprentice.

(vii) Award Entitlements

School based apprentices are entitled to pro rata entitlements available to employees covered by this award.

## **6. TERMS OF APPRENTICESHIPS/TRAINEESHIPS**

(a) Competency Based Training

(i) Apprenticeships/traineeships under this award are competency based.

The actual time taken to complete an apprenticeship/traineeship will therefore vary depending upon factors such as the intensity of training and the variety of work experience.

(ii) The nominal period of the apprenticeship/traineeship is to be four years, however, this period may be varied as follows:

(1) With the approval of the Office of Post Compulsory Education & Training, to recognise prior learning including vocational education and training in school, pre-apprenticeship programs and other prior learning, the nominal period of the contract may be shortened to reflect the proportion of the competencies already acquired.

(2) It may be extended to enable the apprentice/trainee to complete the competencies.

(iii) Notwithstanding the nominal period, the apprenticeship/traineeship is to be completed in shorter period when:

(1) The qualification specified in the Training Agreement is successfully completed; and

(2) The apprentice/trainee has the necessary practical experience to achieve competency in the skills covered by the Training Agreement. The determination as to whether this condition has been met is to be by

agreement between the Registered Training Organisation, the employer and the apprentice. Where there is a disagreement concerning this matter the matter may be referred to the Tasmanian State Training Authority for determination; and

- (3) The requirements of the Office of Post Compulsory Education & Training and any requirements of the relevant National Industry Skills Council in respect to demonstration of competency and any minimum necessary work experience requirements are met; and
  - (4) In respect to trades where there are additional licensing or regulatory requirements under Tasmanian State legislation, when these requirements are met.
- (iv) The salary rates applying to apprenticeships based on competency based training progression are as set out in Clause 5 of this Part.

(b) Terms of Trades Apprenticeship/Traineeship

Upon the attainment of 100% of the total competency units for the relevant Certificate qualification specified in the training agreement and subject to subclause (b) of this clause an apprentice/trainee will exit with the relevant Certificate qualification

Stage      Entry and Progression Requirements

Stage 1      Entry Level

Stage 2      An apprentice/trainee enters Stage 2 and on attainment of 25% of the total competency units for the relevant Certificate qualification specified in the training agreement or 12 months after commencing the apprenticeship /traineeship whichever is earlier.

Stage 3      An apprentice/trainee enters Stage 3 and on attainment of 50% of the total competency units for the relevant Certificate qualification specified in the training agreement or 12 months after commencing the apprenticeship /traineeship whichever is earlier.

Stage 4      An apprentice/trainee enters Stage 4 and on attainment of 75% of the total competency units for the relevant Certificate qualification specified in the training agreement or 12 months after commencing the apprenticeship /traineeship whichever is earlier.

- (c) Apprentices who are attending approved education training institutions and who present reports of satisfactory conduct are to be reimbursed all fees paid by them.

## **7. SUPPORTED WAGE SYSTEM FOR PERSONS WITH DISABILITIES**

This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

In this clause:

**'approved assessor'** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

**'assessment instrument'** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

**'disability support pension'** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

**'relevant minimum wage'** means the minimum wage and includes any incremental adjustment prescribed in this award for the class of work for which an employee is engaged

**'supported wage system'** (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)

**'SWS wage assessment agreement'** means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

### (a) Eligibility Criteria

- (i) Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- (ii) This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

(b) Supported Wage Rates

Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed Capacity (subclause (c)) %	Relevant Minimum Wage %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

**PROVIDED** that the minimum amount payable must be not less than \$76 per week.

Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

(c) Assessment of Capacity

- (i) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.
- (ii) All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

(d) Lodgement of SWS Wage Assessment Agreement

- (i) All SWS wage assessment agreements under the conditions of this clause, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with Tasmanian Industrial Commission.
- (ii) All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Tasmanian Industrial Commission to the union by certified mail and the agreement will take effect unless an objection is notified to Tasmanian Industrial Commission within 10 working days.

(e) Review of Assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

(f) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

(g) Workplace Adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

(h) Trial Period

- (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (ii) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- (iii) The minimum amount payable to the employee during the trial period must be no less than \$76 per week.
- (iv) Work trials should include induction or training as appropriate to the job being trialled.
- (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under subclause (c).



## **8. SUPERANNUATION**

- (a) Superannuation arrangements for employees are prescribed in:
  - (i) the *Public Sector Superannuation Reform Act 1999* (PSSR Act);
  - (ii) any regulations made for the purposes of the PSSR Act; and
  - (iii) the Tasmanian Accumulation Scheme Trust Deed created pursuant to the PSSR Act.
- (b) An employee is to be a member of the Tasmanian Accumulation Scheme established by the PSSR Act, unless the employee elects in writing to their employer, to become a member of another complying superannuation scheme, in accordance with the Superannuation Guarantee Legislation.
- (c) An employee who had existing superannuation arrangements in place prior to the commencement of this award continues to be subject to those arrangements.

## **9. SALARY SACRIFICE BY EMPLOYEES**

- (a) Superannuation
  - (i) An employee may elect to salary sacrifice a proportion of their award 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.
  - (ii) Administrative costs incurred as a result of an employee entering into or amending a salary sacrifice agreement will be met by the employee.
  - (iii) Salary for all purposes, including superannuation for employees entering into salary sacrifice agreement, will be determined as if a salary sacrifice agreement did not exist.
  - (iv) 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 agreement.
- (b) Other Benefits
  - (i) An employee may elect to sacrifice a proportion of their award salary for non-salary (excluding novated lease of vehicles) and superannuation benefits subject to compliance with any Tasmanian or Commonwealth government directive and legislation.
  - (ii) Any Fringe Benefit Tax or direct administrative costs incurred as a result of a salary sacrifice arrangement will be met by the employee.

- (iii) Salary for all purposes, for employees entering into a salary sacrifice arrangement, will be calculated as if the salary sacrifice arrangement did not exist.
- (iv) Salary sacrifice arrangements will be annual based on the Fringe Benefit Reporting Year with employees being able to renew, amend or withdraw. An employee may withdraw from a salary sacrifice arrangement at any time.

## **10. MARKET ALLOWANCE**

On receipt of an application from a State Service Agency the employer may determine to pay a market allowance up to 10% of salary above the maximum salary of the specified band where it can be demonstrated to the satisfaction of the employer the following applies to a specific group and/or role:

- (a) Highly specialist skills for the work value level;
- (b) Scarce skills compared to other similar roles at the work value level;
- (c) Critical impact of the responsibilities and duties of that work value level; and
- (d) High paying market for the particular role and at the work value level.

The employer is to provide directions on procedures, monitoring and reporting requirements for submissions for establishing a market allowance relevant to a specific group and/or role.

## **11. HIGHER DUTIES ALLOWANCE**

For the purposes of this clause reference to an employee does not include an employee employed for a fixed term or on a casual basis.

- (a) An employee is entitled to a higher duties allowance only when the employee is directed to perform duties that are classified higher than the employee's substantive band for a period of five or more consecutive working days. The employee is to be paid an allowance equal to the difference between the employee's normal salary level and the minimum salary level of the duties being undertaken at the higher classification band.
- (b) An employee who performs duties at the same higher classification band, as prescribed in subclause (a), for a continuous period of 12 months is eligible for salary progression, if provided for and eligible for advancement in accordance with the advancement progression assessment in the higher classification band.
- (c) An employee who performs duties at the same higher classification band, as prescribed in subclause (a), for broken periods that aggregate 12 months in a

period of three years is eligible for salary progression, if provided for and subject to advancement progression assessment in the higher classification band.

- (d) An employee promoted to a higher classification band is to have a period of continuous higher duties immediately prior to this promotion, for which an allowance is payable, according to subclause (a), taken into account in establishing the applicable salary level and date of eligibility of future salary progression.
- (e) An employee promoted to a higher classification band is to have a period of broken higher duties prior to this promotion, for which an allowance is payable, according to subclauses (a) and (c), taken into account in establishing the applicable salary level and date of eligibility of future salary progression.
- (f) An employee in receipt of an allowance according to this clause is to continue to be paid the allowance while on approved paid leave, except long service leave, provided that the duties would have been continuous but for the period of the paid leave, and are resumed immediately on the completion of the period of paid leave.
- (g) Payment for overtime undertaken while in receipt of a higher duties allowance is to include the higher duties allowance prescribed by this clause, subject to the overtime provisions in Part V Clause 5 - Overtime and Part VI – Special Provisions for Shift Work .

## **12. MORE RESPONSIBILITY DUTIES ALLOWANCE**

For the purposes of this clause reference to an employee does not include an employee employed for a fixed term or on a casual basis.

- (a) An employee is entitled to a more responsible duties allowance when the employee is directed to perform duties that are in excess of the duties of the employee's classification band or consist of partial higher duties for a period of five or more consecutive working days.
- (b) The more responsible duties allowance payable is to be in proportion to the more responsible duties undertaken compared to the employee's normal duties and by reference to the employee's salary and the work value of the more responsible duties undertaken.
- (c) An employee in receipt of an allowance according to this clause is to continue to be paid the allowance while on approved paid leave, except long service leave, provided that the more responsible duties would have been continuous but for the period of the paid leave and are resumed immediately on the completion of the period of paid leave.
- (d) Payment for overtime undertaken while in receipt of a more responsible duties allowance is to include the allowance prescribed by this clause subject to the overtime provisions in Part V Clause 5 - Overtime and Part VI–Special Provisions for Shift Work .

### **13. TASMANIAN MINIMUM WAGE**

In accordance with s.47 AB of the *Industrial Relations Act 1984* (the *Act*) the minimum weekly wage for an adult full time employee is the Tasmanian Minimum Wage as determined by the Tasmanian Industrial Commission pursuant to s.35 (10A) of the *Act*. The Tasmanian Minimum Wage is \$606.00 per week operative from the first pay period commencing on or after 1 August 2012.

**PROVIDED** this clause has no application to employees engaged under a contract of training or to an employee who is in receipt of a supported wage assessment.

## PART III – CLASSIFICATION AND RELATED MATTERS

### 1. CLASSIFICATION DESCRIPTORS

#### (a) Introduction

##### (i) Purpose:

The purpose of classification descriptors is to categorise the wide range of occupations and different types of work across the Tasmanian State Service into distinct work value levels, to which salaries are aligned.

The classification standards are broad and describe the core features of work at each band from seven perspectives called job components. The classification descriptors determine the appropriate classification for the duties assigned to employees.

##### (ii) "Best Fit":

The job components have equal weight or effect and no description within a component has more importance than another. Some descriptors, however, are more relevant in describing different types of work than others, and therefore will have more influence in classifying that work. Naturally, not each and every descriptor applies to any individual job. These descriptors are appropriately used when particular descriptors of job components and the overall theme or "feel" of a particular band provides the "best fit" to an employee's duties.

In using the descriptors it is important to consider particular organisational arrangements, such as the reporting relationships above and below specifically assigned duties.

##### (iii) Similarity of Descriptors:

The descriptors of some job components at different bands are similar because of shared requirements which mean the key differences in different work value levels lie in other features of the work.

#### (b) Qualifications and Essential Requirements

##### (i) Qualifications:

(1) The employer may determine that a qualification is essential according to the nature of the work to be undertaken. The qualification may be provided by a university, a vocational education organisation or a registered and accredited training provider.

(ii) Essential Requirements:

The employer may determine that certain requirements need to be met according to the nature of the work to be undertaken.

(c) Features

The following are the key features of the Classification Model:

(i) There six bands with an Advancement Assessment Point in Bands 1, 4 and 6 which provide for two ranges within those bands.

(ii) Work is described in seven job components for each band.

The components are:

(1) Focus:

The primary purpose of work at each band, including the range of objectives and activities.

(2) Context and Framework:

The operating environment and decision-making framework for work at each band.

(3) Expertise:

The qualifications, knowledge and experience required for work at a particular band.

(4) Interpersonal Skills:

Oral and written communication skills and the ability to lead people and manage relationships.

(5) Judgement:

Critical thinking, problem solving and decision-making requirements of each band.

(6) Influence of Outcomes:

The influence and effect that work of a satisfactory standard would have on the outcomes required of each band.

(7) Responsibility for Outcomes:

The principal responsibilities of work at each band.

(iv) The Band descriptors define work in 4 broad levels according to the focus of the work and the framework in which it is performed. These are as follows:

(1) Bands 1, 2 and 3

Work involves the application of practices, methods and standards according to existing guidelines, systems and processes.

(2) Bands 4, 5 and 6

Work involves the maintenance and modification of guidelines, systems and processes according to a defined policy and regulatory operating environment. The operating environment is Agency-specific in terms of organisational design, planning, structures and interpretation of government objectives.

## **2. REFERENCE FRAMEWORK**

The following definitions have been adopted to complement the classification descriptors. They reflect the hierarchical nature of the work undertaken in complex State Service organisations. The work performed by individuals in these organisations may range across one or more aspects of this reference framework. Invariably, however, the principal objective of the work of an individual employee aligns more closely with one aspect than another.

(a) Task

A defined piece of work which forms part of a unit of activity.

(b) Discipline

A branch of instruction. For example: botany, horticulture fire-fighting, track-work vermin control, , underwater diving, carpentry.

(c) Field

An area or sphere of operation or activities. For example: Occupational Health and Safety, Training and Development, Expenditure Control.

(d) Activities

Work and actions of related fields that typically combine within a functional (Branch) or program area.

(e) Program

A program may stand alone or located within a functional unit. Typically involves related disciplines within a function of an Agency or related fields that range across functional areas. May have a defined life span and/or includes a project.

(f) Function

A related and aligned area of activities combined to form a unit (typically a Branch) within the structure of a Division.

(g) Policy

Create, design, develop, model, trial, test, modify, adopt or implement a course of action.

(h) Strategy

Policy implementation – what, how, by whom, when and where.

### **3. SUMMARY OF DIFFERENCES BETWEEN BANDS**

(a) Band 1

Work involves routine tasks requiring the application of precise practices according to existing processes with strictly limited scope and discretion.

(b) Difference Between Band 1 and Band 2

Band 2 undertakes multiple and diverse tasks which require some independent judgement in how they are performed. Performance is assessed by the satisfactory completion of tasks consistent with an increasing degree of independent management of work.

(c) Difference Between Band 2 and Band 3

Band 3 tasks are complex and involve intricate and unrelated techniques that require may require qualified and specialised skills. The exercise of independent judgement is integral to the work and non-standard requirements require considerable creativity and initiative. Assistance is provided to a supervisor.

(d) Difference Between Band 3 and Band 4

Band 4 work is directed at co-ordinating and integrating the operational functions to be undertaken, or towards understanding and interpreting the decision-making framework within which the work activity occurs, or aspects of both, depending upon range of the activities of the work area.



(e) Difference Between Band 4 and Band 5

Band 5 work is directed at co-ordinating and integrating the operational procedures to be undertaken, that is, the systems and processes for program and service delivery within which a multitude of tasks are performed. High level specialised skill and expertise in a particular discipline or field of activity.

(f) Difference Between Band 5 and Band 6

Band 6 work applies the decision-making framework (policies, rules and regulations) in support of program or service delivery of a defined field of activity, which may involve more than one discipline. Considerable autonomy of approach in delivering outcomes and the advice and recommendations provided are regarded as definitive for that activity.

**4. BAND DESCRIPTORS**

<b>Band 1</b>	
Focus	<p>Entry level work requiring the application of precise practices, methods and standards where the focus is on learning, developing and refining non-trade/trade/technical/administrative skills to apply within existing operational guidelines, systems and processes.</p> <p>Routine task focussed work, which initially is strictly limited in scope. Exposure to a wider range and complexity of tasks increases with knowledge and experience.</p> <p>The scope of work assigned varies according to specific entry level qualifications, the nature of the role and experience.</p>
Context and Framework	<p>Clear and detailed instructions on techniques, methods, priorities and timeframes are provided and work is performed under close supervision. Work is routinely reviewed and checked for task completion.</p>
Expertise	<p>Knowledge and expertise is consistent with entry level work and work with defined and limited functions. Qualifications and experience vary at this level and the work undertaken is consistent with that knowledge.</p> <p>Knowledge and experience may be gained through relevant courses of study and/or competency assessment.</p>

<b>Band 1</b>	
Interpersonal Skills	<p>Receives instruction, advice and feedback relevant to gaining knowledge, applying skills and completing tasks.</p> <p>Maintains open communication to learn and understand operational context and to improve efficiency and effectiveness.</p> <p>Provides explanations of standard and routine processes and procedures to team members, clients and members of the public.</p> <p>As expertise increases is expected to suggest improvement in the application of techniques, practices and methods, to provide feedback on instructions received and procedures to be followed and to assume more responsibility for how skills are applied and tasks are completed.</p>
Judgement	<p>Initially choices are limited to following clear and specific instructions according to existing standards.</p> <p>As familiarity develops increasing judgement is expected in selecting the most appropriate means of completing the task while deviations, problems or unfamiliar situations not covered by instructions would be referred to the supervisor.</p>
Influence of Outcomes	<p>The influence of this work is limited to undertaking tasks that provide routine and standard information, support and assistance to the work team, clients and members of the public.</p> <p>Contributes to team and client satisfaction by correct and appropriate use of skills.</p>
Responsibility for Outcomes	<p>Responsible for the satisfactory completion of tasks consistent with learning and developing skills and applying them correctly in the operational context.</p> <p>Responsible for appropriate use of tools, equipment and resources and for establishing co-operative relationships with team members, clients and members of the public.</p>

<b>Band 2</b>	
Focus	<p>Work requiring the application of conventional non-trade or administrative practices methods and standards according to existing operational guidelines, systems and processes.</p> <p>The work consists of multiple, diverse tasks to be performed to achieve specified outcomes.</p> <p>The work provides routine advice, support and assistance to a work team.</p>
Context and Framework	<p>Initially detailed instructions are provided on established techniques, methods, priorities and timeframes.</p> <p>Consistent with increasing experience detailed instructions are limited to unusual requirements which do not have clear guidelines or precedents.</p> <p>Some interpretation, modification or adjustment of accepted practices, methods or standards may be required to achieve specified outcomes.</p> <p>Performance is assessed by task completion in meeting specified outcomes.</p>
Expertise	<p>Knowledge and expertise consistent with qualifications recognised at Certificate III or equivalent level.</p> <p>Some conventional practices, methods and standards are known. As knowledge and experience is gained in understanding relevant systems and procedures independent management of work load increases.</p>
Interpersonal Skills	<p>Receives instructions and guidance on work practices and processes and in meeting unusual requirements.</p> <p>Actively participates in reviewing and explaining operational procedures and in providing information and liaising with clients, stakeholders and members of the public.</p> <p>Displays good communication and interpersonal skills in gaining the co-operation of others and deals effectively with challenging behaviour.</p>

<b>Band 2</b>	
Judgement	<p>Increasingly required to exercise judgement in the choice of work methods, in prioritising tasks and in the application of skill in selecting the appropriate course of action.</p> <p>Independent decision-making and initiative regarding the planning and completion of tasks and achievement of outcomes is expected to increase with experience.</p> <p>Proposes alternative approaches in the work area.</p>
Influence of Outcomes	<p>The work contributes to the effective operation of the work unit including on client, stakeholder and public perception.</p> <p>Maintains established standards, systems and procedures and proposes improvements to practices, methods and processes.</p>
Responsibility for Outcomes	<p>Responsible for the satisfactory completion of tasks that are significant for the operational effectiveness of the work unit.</p> <p>Responsible for ensuring work methods and processes meet required standards with some independence to modify or adapt existing approaches for more effective service delivery for client and stakeholder.</p>

<b>Band 3</b>	
Focus	<p>Work requiring qualified trade/technical or specialised administrative and clerical skills for the application and adjustment of conventional practices, methods and standards according to established guidelines, systems and processes.</p> <p>The work consists of a trade/technical practitioner or specialised administrative and clerical focus on complex, multiple, diverse tasks to be performed to achieve specified outcomes. Tasks involve precise, intricate and unrelated methods and processes.</p> <p>May assist a team leader to supervise less experienced staff engaged in performing similar less demanding tasks.</p>

<b>Band 3</b>	
Context and Framework	<p>General instructions are provided, other than for more complex and unusual requirements which do not have clear guidelines or precedents.</p> <p>Interpretation, modification or adjustment of accepted practices, methods or standards is routinely required to achieve specified outcomes.</p> <p>Uses initiative to resolve issues and satisfy client and stakeholder requirements.</p>
Expertise	<p>Knowledge and expertise consistent with qualifications recognised at Certificate III and IV or equivalent level.</p> <p>Trade/Technical practitioner or specialist administrative and clerical subject matter knowledge and experience in the application of practices, methods and standards to meet the requirements of the operational area.</p> <p>Recognised trade/technical practitioner and specialised administrative and clerical skills in applying precise, intricate and unrelated practices and methods to resolve operational issues and to meet specified outcomes.</p>
Interpersonal Skills	<p>Well developed interpersonal and communication skills.</p> <p>A leadership role in reviewing and explaining operational procedures and in providing information to and liaison with clients, stakeholders and members of the public.</p> <p>Assistance may be provided to a supervisor in reviewing and evaluating practices and standards and providing recommendations.</p> <p>Effective instruction, guidance and feedback is provided to less qualified or experienced staff.</p>
Judgement	<p>Exercises independent judgment in the practices, methods and standards to be applied, and the planning and timing required to complete complex, diverse tasks.</p> <p>Creativity and initiative required to provide options, recommendations and solutions to satisfy non-standard requirements.</p>

<b>Band 3</b>	
Influence of Outcomes	<p>The work has a significant influence on the effective operation of the work unit including client, stakeholder and public perception regarding program or service delivery.</p> <p>A trade/technical employee or specialist administrative or clerical employee proposes and develops options to modify practices, methods and approach to meet specified needs while maintaining quality standards.</p> <p>Assists a supervisor regarding the development of less qualified or experienced staff.</p>
Responsibility for Outcomes	<p>Responsible for maintaining practices, methods and standards and their modification as appropriate to provide satisfactory solutions for complex operational issues.</p> <p>Responsible for maintaining quality control of outcomes.</p> <p>Responsible for assisting a supervisor to ensure less qualified or experienced staff receive appropriate instruction, guidance, and performance feedback.</p>

<b>Band 4</b>	
Focus	<p>Work within a defined field requiring the evaluation/co-ordination and/or integration of complex tasks within a defined field.</p> <p>The work includes one or more components of planning, organising, directing, controlling or co-ordinating resources and related activities.</p> <p>The work includes one or more components of research, analysis, investigation, evaluation and providing options and recommendations.</p> <p>Interprets and modifies guidelines, systems and processes to ensure conformity with specified outcomes and/or to provide alternative approaches to resolve operational problems.</p> <p>Makes decisions on the proposals and recommendations of lower level employees.</p>

<b>Band 4</b>	
Context and Framework	<p>General direction is provided to achieve the required outcomes as operational guidelines, systems and processes are well understood.</p> <p>Policies, rules and regulations provide a framework for decision-making in undertaking and integrating the relevant activities of the work area.</p> <p>Flexibility, innovation and initiative expected in providing alternative solutions to complex operational issues within the field of work.</p>
Expertise	<p>Knowledge and expertise consistent with qualifications recognised at Diploma and Advanced Diploma or equivalent level.</p> <p>Well developed knowledge and expertise in the application of policies, rules and regulations to guidelines, systems and processes.</p> <p>Trade work requires specialised knowledge and expertise which may require solutions to complicated, difficult, intricate and unrelated problems with existing infrastructure, equipment, systems and processes.</p> <p>Well developed expertise in managing and applying information and specialised knowledge to the range of related activities of the work area.</p> <p>Develops expertise in controlling and managing allocated resources.</p>
Interpersonal Skills	<p>Work at this level may involve a supervisory role.</p> <p>Highly regarded communication and interpersonal skills. This involves instructing, guiding and mentoring less experienced staff and making decisions on operational performance and activities.</p> <p>Informs and guides to gain the acceptance of others regarding the practices, systems and processes required to achieve program and service delivery outcomes.</p> <p>Interprets and explains complex operational procedures and provides advice and detailed information to clients, stakeholders and members of the public.</p>

<b>Band 4</b>	
Judgement	<p>Exercises judgement in applying policies, rules and regulations to practices, methods, systems and processes.</p> <p>Applies specialised expertise to resolve complex operational issues with existing systems, procedures, infrastructure and equipment.</p> <p>Compiles, analyses and evaluates complex and unrelated information to maintain and modify operational performance and service delivery.</p>
Influence of Outcomes	<p>The work has a significant influence on service delivery performance and outcomes for the work unit.</p> <p>Uses specialised expertise to advise, develop and recommend alternative approaches to achieve the work unit's objectives.</p> <p>Instruction, guidance and mentoring have a significant influence on the development of less qualified or experienced employees.</p>
Responsibility for Outcomes	<p>Responsible for ensuring guidelines, systems and processes are applied appropriately to integrate related activities to meet specified objectives.</p> <p>Responsible for providing options and recommendations to resolve complex operational issues and/or improve operational effectiveness.</p> <p>Where supervision is involved, responsible for ensuring advice, recommendations and decisions support specified service delivery and program outcomes.</p>



<b>Band 5</b>	
Focus	<p>Work within a defined field requiring the evaluation/co-ordination and/or integration of diverse and varied operational procedures and practices.</p> <p>The work requires detailed planning, organising, directing, controlling and co-ordinating of resources and related activities.</p> <p>The work requires in-depth research, analysis, investigation and evaluation to develop and implement complex practices, systems and processes to meet difficult operational and service delivery requirements.</p> <p>Specialised work in a particular discipline provides authoritative advice and expertise to support a range of complex activities.</p>
Context and Framework	<p>Applies specialised technical knowledge of a particular discipline to provide effective practical solutions in a complex operational environment.</p> <p>Work is undertaken within established guidelines, systems and processes with limited guidance required in applying specialised expertise to complex and challenging activities.</p> <p>Considerable independence in interpreting and evaluating the requirements and effectiveness of operational program and service delivery according to the decision-making framework and in providing solutions to meet service delivery requirements.</p> <p>Establishes new operational guidelines and/or precedents within the area of expertise consistent with operational policy.</p>
Expertise	<p>Highly proficient in the area of expertise with extensive skill in a specific discipline or in a particular field.</p> <p>In-depth knowledge and experience of the decision-making and operational framework, specific guidelines, systems and processes and their effects on stakeholders, clients, other employees and members of the public.</p> <p>Supervisory and specialised roles provide leadership, instruction and guidance in the specific discipline or area of expertise in implementing and modifying existing methods, systems, processes, infrastructure and equipment to resolve operational problems.</p>

<b>Band 5</b>	
Interpersonal Skills	<p>Informs and guides to gain the acceptance of others regarding the maintenance and modification of intricate and unrelated methods, systems and processes for effective service and program delivery outcomes.</p> <p>Provides clear and authoritative advice and recommendations for complex activities that are understood and accepted by others as resolving program and service delivery challenges.</p> <p>May represent the organisation with the authority to negotiate outcomes that meet the specified requirements and objectives of the program or service delivery unit.</p> <p>A supervisor mentors and evaluates the performance of less qualified or experienced staff.</p>
Judgement	<p>Exercises initiative, flexibility and creativity in applying specialised expertise to meet complex operational challenges.</p> <p>Makes informed decisions, recommendations and/or implements alternative methods of approach to provide operational solutions for program and service delivery requirements.</p> <p>Identifies, assesses and responds to changes to guidelines, systems, methods and processes in applying appropriate solutions.</p>
Influence of Outcomes	<p>The work provides significant specialised support in meeting the work area's objectives.</p> <p>Influences the skill development and performance of less experienced employees.</p> <p>Influences the effective use of infrastructure, systems and processes and their modification in response to changes to operational procedures and the decision-making framework.</p>

<b>Band 5</b>	
Responsibility for Outcomes	<p>Responsible for ensuring specialised expertise is effectively applied to provide program and service delivery outcomes consistent with the operational framework.</p> <p>Responsible for providing leadership, instruction and guidance to less qualified or experienced employees in the specific discipline or area of expertise.</p>

<b>Band 6</b>	
Focus	<p>Roles support the operational activities of a defined field of activity by managing or providing specialised advice. These are complex activities of significance for the delivery of outcomes for the functional or program unit.</p> <p>A management role interprets policies, regulations and guidelines and designs and implements plans, systems and procedures to deliver services consistent with program objectives.</p> <p>Specialists identify and define issues according to the established decision-making and operational framework to develop operational solutions, guidelines and recommendations for improved service delivery outcomes.</p> <p>This involves a highly detailed focus on the activities of the field and may involve more than one discipline.</p> <p>This includes investigation, review, research, analysis and integration of varied and diverse policies, rules, systems and processes for effective operational outcomes.</p>

<b>Band 6</b>	
Context and Framework	<p>The work area unit or program activities have a direct and significant effect on outcomes for the functional unit or program activity.</p> <p>The role operates with considerable independence in determining priorities, procedures and approach in implementing policies, plans, systems and procedures in a complex specialised environment</p> <p>Guidance and instruction may on occasion be received on the implementation of modifications consistent with policy, regulatory and/or technological requirements and developments.</p> <p>Work of a highly technically complex nature or with a varied range of activities may receive instruction and /or provide innovative solutions to meet program or service delivery outcomes.</p>
Expertise	<p>Significant expertise in the relevant discipline(s) and associated field of activity gained through in-depth experience.</p> <p>Highly developed and detailed understanding of the operational framework including regulations, policies, systems and processes for effective program and service delivery.</p> <p>Management roles require significant management skills and expertise to lead a complex activity or program unit to support the operations of functional area.</p> <p>Roles providing specialised advice require highly developed detailed subject-matter knowledge.</p> <p>Incorporates knowledge of relevant associated activities within the functional area to improve operational effectiveness and service delivery.</p>

<b>Band 6</b>	
<p>Interpersonal Skills</p>	<p>Informs and negotiates to gain the acceptance of others regarding the application of policies, plans and processes in providing defined service and program delivery outcomes.</p> <p>Provides authoritative advice, recommendations and solutions in implementing complex rules, regulations, guidelines, systems, and processes within the field of activity.</p> <p>May represent the organisation with the authority to negotiate and conclude outcomes that meet the specified requirements and objectives of the program or service delivery unit.</p>
<p>Judgement</p>	<p>Clarifies and interprets the decision-making framework and operational systems and procedures to provide outcomes consistent with program objectives.</p> <p>Initiative, flexibility and creativity in developing options and recommendations to resolve problems and improve service delivery outcomes.</p> <p>Highly developed conceptual and reasoning skills to research, investigate, analyse, evaluate and integrate relevant solutions from diverse disciplines or fields into area of activity.</p>
<p>Influence of Outcomes</p>	<p>Advice and recommendations are provided directly to the manager of the function or program area in relation to implementation of policies, plans and processes.</p> <p>Service delivery or program outcomes may be altered as a result.</p> <p>There is a clear and direct effect on effective and efficient operation of the function or program activities.</p> <p>Advice provided is regarded as authoritative, specialised, consultative and/or management advice. There may be a strong influence on associated program activities in the functional area.</p>

**Band 6**

Responsibility  
for Outcomes

Responsible for the implementation of policies, regulations and plans to provide efficient and effective program or service delivery outcomes.

This includes developing guidelines and performance options, planning future activities, negotiating for appropriate resources and determining measures for accountability.

Management and/or quality control of outcomes, processes, systems, resources, assets and infrastructure. This includes managing the performance of sub-ordinate staff.

Provides advice on the application of policy to systems and processes in meeting specified program objectives.

## PART IV – EXPENSE AND OTHER ALLOWANCES

### 1. LOCATION ALLOWANCES

#### (a) Camp

- (i) An employee who is required to camp overnight in a tent or similar type of accommodation in performing their duties is to be paid a camp allowance in accordance with this clause
- (ii) This allowance includes all special conditions such as the carrying of tents and equipment, travelling over rough terrain and for work performed in severe climatic conditions and Incidental Expenses Allowance.
- (iii) The employer is to provide all meals either by direct payment or by reimbursement of expenses.
- (iv) Where employees are camped, the employer as far as practicable shall provide adequate sleeping, ablution and messing facilities.
- (v) An employee required to camp in huts, cubicles, or tents shall receive a payment of \$33.85 per working day, including employees engaged in Bush Fire Fighting who is required to stay at employer provided accommodation at no cost to the employee.

#### (b) District

- (i) The purpose of this General Allowance is to compensate for excess costs necessarily incurred by an employee living in an 'isolated area' and without limiting the foregoing includes partial reimbursement for STD, freight, fuel and depreciation costs.
- (ii) 'Isolated area' means any area, centre, district or location, embraced by the Commonwealth Taxation Zone B prescription, together with such other areas, centres, districts or locations as may be approved by the Tasmanian Industrial Commission, including the following: King Island, Flinders Island, Cape Barren Island, Maria Island and Bruny Island.
- (iii) Where an employee is stationed in one or other of the following districts, the employee is to be paid an allowance in accordance with the following rates:

	<u>Rate per Annum</u>
(1) <u>Category R</u>	
Remote locations approved as such by the Tasmanian Industrial Commission including Bass Strait Islands, Maria Island, Bruny Island:	
Employee with dependent relatives residing with them	\$3364.00
Other (no dependents)	\$1681.00
(2) <u>Category B</u>	
Locations under the Commonwealth Taxation Zone B prescription:	
Employee with dependent relatives living with them	\$1681.00
Others (no dependents)	\$841.00
(3) <u>Category S</u>	
Special locations as may be approved by the Tasmanian Industrial Commission:	
Employee with dependent relatives residing with them	\$841.00
Others (no dependants)	\$420.00
(iv)	Where a part-time employee is eligible for an allowance under paragraph (ii) such allowance is not to be subject to any proportionate reduction.

**PROVIDED** that an employee who has dependants residing with the employee is to be regarded as an employee without dependants if their partner or spouse, of entitlement arising from employment, is in receipt of a district allowance.

**PROVIDED FURTHER** that a part-time employee working in more than one part-time role is not to receive an allowance in excess of that paid to a full-time employee.



(c) Air Fares from Bass Strait Islands

Where an employee is stationed on the Bass Strait Islands and enters upon leave of absence the employee is to, three times in every year, be paid the return fare reasonably incurred by the employee for themselves or for any dependent member of their family resident on the Bass Strait Islands, travelling from their station to the nearest seaport or airport on the mainland of this State. Such travel is to include travel via Melbourne when such indirect travel is the most expedient means of travelling to or returning from the nearest seaport or airport on the mainland of this State.

**PROVIDED** that:

- (i) an employee may in substitution for travel to the nearest seaport or airport in this State, travel to any other seaport or airport in this State or to Melbourne;
- (ii) for the purpose of obtaining emergency medical or dental treatment for an employee or dependent member of their family resident on the Bass Strait Islands an employee is to, by way of reimbursement, be paid the return fare reasonably incurred for travel from the employee's station to the nearest centre in this State, or to Melbourne, whereat such treatment can be obtained. Such reimbursement is to be in substitution for one or both of the return fares for the person concerned, more particularly set forth in this paragraph;
- (iii) the above entitlement is not cumulative, each year standing alone;
- (iv) no employee is to be eligible to receive payment for the return fares as set forth above unless such employee has first completed three months continuous service on one or other of the Bass Strait Islands.

**2. MEAL ALLOWANCES**

(a) Meal Allowance – Overtime

- (i) Where an employee is required to commence duty not less than one and a half hours before, or to remain on duty for not less than one and a half hours after, the normal hours of duty which requires a meal to be obtained away from home, that employee is to be paid a meal allowance at the rates prescribed in subclause (d) of this clause.
- (ii) An employee required to work overtime on a Saturday, Sunday or holiday with pay and who has received notice of this the previous day, or earlier, is not entitled to payment of the meal allowances specified in this clause.

(b) Meal Allowance – Day Travel

An employee required by their employer to undertake duties more than 60 kilometres from the employee's normal work location and who is required to purchase breakfast or an evening meal is entitled to payment of the meal allowances prescribed in subclause (d) of this clause if:

- (i) in respect of breakfast, duties are commenced not less than one and a half hours before employee's normal starting time; and
- (ii) in the case of dinner, duties are performed for not less than one and a half hours after the employee's normal finishing time.

(c) Meal Allowance – Excess Rates

A meal allowance claimed under subclause (a) or (b) which is in excess of the rates prescribed in subclause (d) of this clause may be paid the expense incurred if the employer considers special circumstances exist to justify the excess expense.

(d) Meal Allowance – Rates

<u>Meal</u>	<u>Rate of Allowance</u>
Breakfast	\$11.55
Lunch	\$12.95
Dinner	\$22.25

The rates contained above are derived from the Australian Taxation Office (ATO) Taxation Determination TD2010/19, Table 1. These rates are to be adjusted from 1 July each year by taking 50% of the appropriate ATO determination for meals in Table 1 of that determination, rounded to the nearest 5 cents.

### **3. TRAVEL ALLOWANCES**

(a) Travelling

The object of this clause is to ensure that an employee who is required to undertake work related travel and who is required to remain away from home overnight is to be provided with accommodation, meals and incidental expenses.

- (i) Travel Allowance Expense for Overnight Accommodation, Meal Allowances and Incidental Expenses
  - (1) An employee who is required to undertake work related travel requiring overnight accommodation is to be paid a travel allowance for expenses incurred calculated in accordance with the following tables:

Overnight Accommodation

<u>Accommodation Venue</u>	<u>Overnight Accommodation Rate</u>
Adelaide	\$157.00
Brisbane	\$201.00
Canberra	\$145.00
Darwin	\$172.00
Melbourne	\$173.00
Perth	\$164.00
Sydney	\$183.00
Tasmania	\$117.00

Meal Allowances

(Preceding or following an overnight absence)

Breakfast	Applicable		\$23.10
	7.00am	–	
	8.30am		
Lunch	Applicable		\$25.90
	12.30	–	
	2.00pm		
Dinner	Applicable		\$44.50
	6.00pm	–	
	7.30pm		

Incidental Expenses

Payable per overnight stay: \$16.85

- (2) The rates contained in the tables above are derived from the Australian Taxation Office Taxation (ATO) Determination TD2010/19, Table 1. These rates are to be adjusted from 1 July each year in accordance with the appropriate ATO determination. The accommodation component of

the allowance is derived from the capital city rate for each State within that Determination.

(ii) Pre-Booking and Payment of Accommodation

- (1) The employer may enter into an arrangement with a commercial provider (hotel, motel or serviced apartment) for the provision and payment of accommodation on behalf of an employee.
- (2) In such cases the accommodation component of the Travel Allowance Expense will not be paid.

(iii) Payment of Actual Travel Expense

- (1) The employer and an employee may enter in an arrangement whereby it is agreed that the actual cost of accommodation and/or expenditure on meals and/or incidentals incurred in the course of business are to be paid upon the verification of such receipts as may be tendered in support of the claim.
- (2) In such cases the accommodation and/or meal allowances and/or incidental expenses prescribed in paragraph (a)(i) of this clause are not to be paid but the actual expenses incurred in the course of business travel are to be reimbursed to the employee.
- (3) The employer may provide alternative methods of payment of travel expenses, such as through use of a corporate credit card.

(iv) Payment for Employee Choice

- (1) An employee may choose not to stay in accommodation for which the employer has a commercial arrangement in which case the employee is to be paid the rates prescribed in paragraph (a)(i) of this clause.
- (2) The employer may require the employee to provide evidence by way of receipt that a commercial accommodation (hotel, motel or serviced apartment) expense was incurred.
- (3) An employee may choose not to stay overnight in commercial accommodation (hotel, motel or serviced apartment) in which case the accommodation component of the travel allowance is not payable to the employee.

(v) Advance Payment of Travel Allowance Expense

If requested by an employee an advance payment is to be made of the estimated travelling allowance expenses payable for the period of the work related travel.

(vi) Additional Transport Costs Incurred On Work Related Travel

An employee required to undertake work related travel who incurs additional costs through the use of public transport, taxis or hire cars is to be reimbursed those costs by substantiating the actual expenses to the employer.

(vii) Conference and Training Course Incidental Allowance

An employee required to attend a training course or conference where accommodation and meals are provided is to be paid the incidental expenses and Meals Allowance as prescribed in paragraph (a)(i) of this clause.

(viii) Temporary Assignment of Duties at an Alternate Location

An employee required to undertake work related duties that involve travel to a location which requires accommodation for a period up to and /or exceeding three weeks, is to be paid a travelling allowance expense at the following rates:

- (1) for the first three weeks, travelling allowances in accordance with the rates prescribed in paragraph (a)(i) of this clause; and
- (2) after three weeks travelling allowances at a rate determined by the employer.

(ix) Systematic Travelling

An employee required to undertake systematic travel is to be paid a rate within the limits set out in paragraph (a)(i) of this clause as determined by the employer.

(x) Overseas Travel Allowance Expense

An employee required to undertake work related duties outside of Australia the employee is to be paid travel allowances at a rate determined and published by the Australian Taxation Office that is applicable to overseas locations, as amended from time to time.

(b) Excess Fares

An employee who in the normal course of employment is not required to travel to different locations for the performance of their duties, but with the knowledge and approval of the employer, is required for short periods to attend work at a location other than their regular place of employment is to be paid such reasonable additional fares necessarily incurred.

**PROVIDED** that no employee is to be entitled to the benefits of this subclause for more than three months in any one continuous period.

#### **4. KILOMETREAGE ALLOWANCE**

Where an employee is not required to provide a private motor vehicle for official use as prescribed in subclause (c)(i) of this clause, but otherwise receives approval from the employer to use a private motor vehicle for official purposes on an occasional basis, an allowance is to be paid in accordance with the following rates:

<u>Annual Kilometre Travelled on Duty in a Financial Year</u>	<u>Cents per Kilometre</u>	
	<u>Rate 3 2 litres and above</u>	<u>Rate 4 Less than 2 litres</u>
First 10,000 kilometres	47.87 (100%)	41.17 (86%)
Any additional kilometres	25.37 (53%)	22.02 (46%)

- (iii) For the purposes of subclauses (c)(i) and (c)(ii) of this clause, the rates specified therein are to apply as follows:

RATES 1 and 3 Apply to motor vehicles generally recognised as having an engine capacity of 2:0 litres or more and include rotary engines.

RATES 2 and 4 Apply to motor vehicles generally recognised as having an engine capacity of less than 2:0 litres.

- (iv) The rates specified in subclauses (c)(i) and (c)(ii) of this clause, are not to be varied as a consequence of National Wage Case decisions. The rates are to be varied upon application subsequent to 30 March and 30 September of each year after the Hobart Transportation, Private Motoring subgroup, Consumer Price Index Numbers for the quarters ending 30 March and 30 September respectively, become available. The Rate 1 and Rate 3 variations for the first 10,000 kilometres travelled are to be calculated in accordance with the formula specified in decision T.33 of 1985 dated 13 June 1985.

Variations to the other rates specified in the tables in subclauses (c)(i) and (c)(ii) of this clause, are to be calculated by applying the percentage shown in brackets to the relevant first 10,000 kilometres rate (as varied) shown as 100 percent.

- (v) An employee is not to receive an allowance for kilometres travelled in excess of 16,000 kilometres in any one financial year unless authorised by the employer concerned on the recommendation of the Head of Agency, to travel a greater distance in that year.

- (vi) In addition the following allowances are to be paid to employees:
- (1) Where stationed in Category R as provided in Part IV – Expense and Other Allowances - Clause 1 - Location Allowances, subclause (b)(iii)(1) thereof - \$24.70 per month plus \$9.90 per 1,600 kms travelled on duty.
  - (2) Where stationed in Category B as provided in Part IV - Expense and Other Allowances - Clause 1 - Location Allowances, subclause (b)(iii)(2) thereof - \$16.40 per month plus \$9.90 per 1,600 kms travelled on duty.
  - (3) Where authorised to use a utility, four-wheel drive motor vehicle or any other special type of motor vehicle approved by the employer concerned - \$9.90 per month.
  - (4) Where authorised to use a trailer attached to the motor vehicle 2.97 cents for each kilometre travelled on duty with the trailer attached.
  - (5) Where authorised to use a motor vehicle on work involving the regular carrying of heavy equipment - \$9.90 per month.
  - (6) Where authorised to use a motor cycle - 9.67 cents for each kilometre travelled on duty.
- (vii) Where an employee is required to provide a private motor vehicle in accordance with subclause (b)(i) of this clause, and the distance travelled on duty in any financial year does not exceed 4,000 kilometres, the employee is to be paid an allowance calculated by multiplying the appropriate rate per kilometre by the difference between the actual number of kilometres travelled on duty during that year and 4,000 kilometres.
- (viii) Where a part-time employee is eligible for any payment under subclause (b)(vii) of this clause, such allowance is to be calculated on the proportion of the total hours worked in that year by the part-time employee to the annual standard hours for a full-time employee of the same classification.
- (ix) Unless otherwise directed by the employer, kilometres travelled on duty is to be the distance travelled from an employee's place of employment to their destination and return to their place of employment.
- (x) A kilometres travelled allowance in excess of or at variance with the rates set forth in subclauses (b)(i) and (b)(ii) of this clause, may be paid if, on the determination of the employer concerned, special circumstances exist which justify such excess or variation.

## **5. SPECIAL ACCOMMODATION RATE ON TRANSFER**

- (a) Where an employee is required to undertake duties, either on appointment or on transfer, that requires a move from their place of residence to another intrastate locality, and:
  - (i) the employee is unable to obtain accommodation for their family in that intrastate locality and thereby incurs additional expense;
  - (ii) there is available in that intrastate locality for the employee's family only such accommodation as will involve the employee in excessive expenditure;

the employer may grant to an employee a special allowance at a rate to be determined.

- (b) The allowance is to be payable in the first instance for a period not exceeding three months as the employer may, as deemed necessary, extend the period for any number of additional periods not exceeding three months at any one time.
- (c) The employer may, at any time, increase, reduce or revoke any allowance granted under this clause.
- (d) An employee who receives an allowance under this clause is to immediately report to the employer any alteration of the circumstances in consideration of which the allowance was granted or renewed.

## **6. FIRST AID CERTIFICATE ALLOWANCE**

- (a) An employee nominated by the employer to perform first aid duties and who is the current holder of a First Aid Certificate Level II, or an equivalent certificate, is to be paid an allowance of \$674.00 per annum.
- (b) Where the employer requires an employee to obtain a first aid qualification, the employer is to pay all associated costs, and where necessary, is to provide paid time off for the purpose of undertaking first aid training leading to an appropriate first aid qualification such as a First Aid Certificate Level II.
- (c) An employee nominated to perform first aid duties is to be allowed to undertake refresher courses as in paragraph (b) of this subclause providing the employer still requires the employee to perform such duties.

## **7. TESTING AND TAGGING ALLOWANCE**

An employee who is required to undertake the testing and tagging of electrical appliances and extension cords to ensure compliance with current Australian Standards is to be paid an allowance of \$627.00 per annum. An employee is required to successfully complete the Testing and Tagging course conducted by the Tasmanian Skills Institute or by an



accredited training provider as a prerequisite to undertaking the duties as prescribed by this clause.

#### **8. COXSWAIN'S CERTIFICATE ALLOWANCE**

An employee who in the performance of their duties is required to hold a Coxswain's Certificate and/or Engine Driver's Certificate issued by an appropriate Navigation and Survey Authority is to be paid an allowance of \$787.00 per annum.

#### **9. DIVING ALLOWANCES**

(a) Diving

An employee who in the performance of their duties is required to undertake diving duties is to be paid an allowance of \$712.00 per annum.

(b) Diving Operations Supervision

An employee who, in the performance of their duties is required to undertake diving supervision duties, and:

- (i) holds formal qualifications as a diving inspector; or
- (ii) is otherwise accredited as a diving inspector

is to be paid an allowance of \$712.00 per annum.

## PART V – HOURS OF WORK AND OVERTIME FOR DAY WORK

### 1. ORDINARY HOURS OF WORK FOR DAY WORK

(a) Ordinary hours of work

- (i) Except as provided elsewhere in this award, the ordinary hours of work are 7.6 hours per day worked between the hours of 7.00 a.m. and 6.00 p.m. each Monday to Friday and totalling 38 hours per week.
- (ii) Provided that the spread of hours, 7.00 a.m. to 6.00 p.m., may be varied to an equivalent spread by agreement between the employer and employees.

(b) Nine day fortnight

Provided that the ordinary hours of work for employees currently working a nine day fortnight shall be an average of 38 hours per week to be worked Monday to Friday (between the hours of 6.00 a.m. and 6.00 p.m.), and shall be of 8.5 hours duration each day, Monday to Thursday, with every second Friday off. Every other Friday consists of eight hours duration.

(c) Nineteen day month

- (i) The ordinary working hours shall be 38 per week worked as a 20 day four-week cycle of eight hours each on Monday to Friday inclusive, between the hours of 7.00 a.m. and 6.00 p.m., with 0.4 of one hour of each day worked accruing as an entitlement in each cycle as a day off paid for as though worked.
- (ii) Provided that by agreement in writing between the employer and the employees an alternate day in the four-week cycle may be substituted for the nominated day as the day off paid as though worked, and where such agreement is reached all provisions of the award shall apply as if such day was the prescribed day.
- (iii) Where special circumstances exist the employer and the majority of employees at the affected worksite agree that it is not practicable for the four-week cycle in (c)(i) to operate, then agreement may be reached between the employer and the employees on another method of arranging working hours so that the average ordinary hours worked in any one week do not exceed 38.
- (iv) Each day of paid leave taken and any holiday occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- (v) An employee who has not worked, or is not regarded by reason of (c)(iv) as having worked, a complete 20 day four-week cycle shall receive pro rata accrued entitlements for each day worked or regarded as having been worked

in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.

(d) Rostered days off

- (i) Where rostered days are not taken as part of a four-week cycle they are accumulated up to a total of five days in any one year. The accumulation and/or taking of days so accrued is to be subject to the agreement of the employer and employees. Any variation to this may only occur when improved productivity can be demonstrated.
- (ii) Where an agreed rostered day prescribed by (d)(i) falls on a holiday with pay as prescribed in Part VI, Clause 1 - Holidays with Pay, the next working day shall be taken in lieu of the rostered day off unless an alternate day in that four-week cycle or in the next cycle is agreed in writing between the employer and the employee.

(e) Working on rostered day off

The accrued day off prescribed in (c)(i) or (d)(i), may be worked where it is required by the employer and such work is necessary to allow other employees to be employed productively, or to carry out out-of-hours maintenance, or because of unforeseen delays to a particular project or a section of it, or for other reasons arising from unforeseen or emergency circumstances in which case, in addition to accrued entitlements, the employee shall be paid at overtime rates in accordance with the overtime provisions at Part V, Clause 5 - Overtime.

(f) Early start

- (i) Where it is agreed between the employer and employees the working day may begin at 6.00 a.m., or at any other time between that hour and 8.00 a.m., and the working time shall then begin to run from the time so fixed. In these circumstances the time of observing the normal meal break shall be agreed between the employer and employees.
- (ii) Where special circumstances exist and a majority of employees desire to work longer hours on any day they may, subject to the consent of the employer, be permitted to do so without payment of any penalty rate, provided that the longer hours so worked do not exceed two on any one day.
- (iii) The provisions of this clause shall not apply to employees engaged in the work of fighting bushfires.

(g) Hours agreement

Where an hours agreement has been negotiated between the employer and employees to apply to all or part of the employer's work force covered by this award, that hours agreement shall, where inconsistent with any other provision of this clause, prevail for the employees concerned.

## **2. WORKING HOURS - SHIFT WORK**

(a) Application of this clause

Should there be any inconsistency between this clause and any other clauses in this award, the provisions of this clause take precedence in respect of employers engaged on shift work.

(b) Definitions - shift work

- (i) Day shift means any shift starting at or after 6.00 a.m. and before 10.00 a.m.
- (ii) Afternoon shift means any shift starting at or after 10.00 a.m. and before 8.00 p.m.
- (iii) Night shift means any shift starting at or after 8.00 p.m. and before 6.00 a.m.
- (iv) Rostered shift means a shift on which the employee concerned has had at least 48 hours' notice.
- (v) Seven day shift worker means a shift worker regularly rostered for duty in accordance with a roster covering each day of the week.

(c) Ordinary working hours

- (i) The ordinary working hours of employees on shift work shall not exceed an average of 38 per week spread over a period of two, three or four weeks, to be worked in shifts of eight hours, inclusive of a meal break of 30 minutes, which shall be counted as time worked.
- (ii) The ordinary working hours can be averaged out over the cycle of the roster.

(d) Roster of shifts

- (i) There shall be a roster of shifts that shall provide for rotation unless all of the employees concerned desire otherwise.
- (ii) Shifts shall be worked according to such roster.

(e) Nineteen Day month

- (i) Where employees on shift work are working the 38 hour week as a 20 day cycle with one rostered day off per cycle, they shall accrue 0.4 of one hour for each eight hour shift worked to allow one complete shift to be taken off as paid shift for every 20 shift cycle.

(ii) The 20th shift shall be paid for at the appropriate shift rate as prescribed by this clause and any appropriate allowance as prescribed in Part IV - Expenses and Other Allowances.

(f) Holiday and leave adjustment

Each day of paid leave taken and any public holiday occurring during any cycle of four weeks shall be regarded as a shift worked for accrual purposes.

(g) Pro rata accrued entitlements

Employees not working a complete four weeks' cycle shall be paid accrued pro rata accrual entitlements for each shift worked.

(h) Accrued entitlements on termination

An employee shall be paid his or her accrued entitlements on termination.

(i) Rostered days off

(i) The employer and employees shall agree in writing upon arrangements for rostered paid days off or for accumulation of accrued days.

(ii) Accumulation of accrued days in (i) shall be limited to no more than five days before they are taken as paid days off.

(iii) By agreement between the employer and employees, more than five days may be accumulated.

(iv) Accrued days, when taken, shall be regarded as days worked for accrual purposes in the particular 20 shift cycle.

(v) Once such days have been rostered, they shall be taken as paid days off.

(j) Working on rostered day off

Where the employer, for emergency reasons, requires an employee to work on his or her rostered day off, he or she shall be paid in addition to his or her accrued entitlement the penalty rates prescribed in Part V, Clause 5(d)(ii) – Call Out.

(k) Transport after shift work

(i) Subject to (ii), when an employee, after having worked a shift for which he or she has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide him or her with transport to his or her home or to the nearest appropriate public transport.

- (ii) The provisions of (i) shall only have application when the employer has given less than 24 hours' notice of the requirement to work overtime on such shift.

(l) Shift loadings

- (i) A shift worker whilst on afternoon or night shift other than a Saturday, Sunday or holiday shall be paid for such shift 15% more than his or her ordinary rate.
- (ii) Where a shift worker is required to work on any afternoon or nightshift which does not provide for at least five successive afternoons or nights he or she shall be paid at the rate of time and a half.
- (iii) An employee who, except at his or her own request pursuant to (iii)(3):
  - (1) during a period of engagement on shift, works night shift only; or
  - (2) remains on a night shift for a longer period than four successive weeks; or
  - (3) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him or her at least 1/3 of his or her working time off night shift in each cycle,
  - (4) shall during such engagement, period or cycle be paid 30% more than his or her ordinary rate for all time worked during ordinary working hours inclusive of time worked for accrual purposes as prescribed in Clause 1(c)(i) on such night shift.

(m) Payment for weekend shift work

A shift worker shall be paid at the minimum rate of time and a half for ordinary hours of work (including time worked for accrual purposes) between midnight Friday and midnight Saturday.

(n) Sundays and public holidays

- (i) Subject to this clause, Part V, Clause 5 - Overtime and Part VI, Clause 1 – Holidays with Pay apply to shift workers.
- (ii) Where shifts commence between 11.00 p.m. and midnight on a Sunday or holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate.
- (iii) The time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday. Where a shift falls partly on a Sunday or a holiday, that shift the portion of which falls on a Sunday or a holiday, shall be regarded as the Sunday or holiday shift.

(iv) All work performed on a Sunday and holiday specified in Part VI, Clause 1 - Holidays with Pay, on a rostered shift shall be at the rate of double time.

(o) Shift work penalty

(i) Subject to (ii) and (iii), where an employee is required by the employer to change from their normal shift roster and they have been given less than 48 hours notice of the change, they will be paid at the rate of double time for each hour worked until 48 hours has elapsed.

(ii) Where an employee requests to work out of rotation of the shift roster the provisions of (i) shall not apply.

(iii) To be entitled to the penalty payment prescribed at (i), the employee must work the major portion of hours of a shift in the period detailed in (b)(i) to (b)(iv) inclusive.

(p) Remaining on duty

If an employee of the oncoming shift fails to attend, an employee in the shift on duty may be required to remain on duty until relief is organised.

(q) Hours agreement

Where an hours agreement has been negotiated between the employer and the employees to apply to all or part of the employer's work force covered by this award, that hours agreement shall, where inconsistent with any other provision of this clause, prevail for the employees concerned.

### **3. BUSHFIRE FIGHTING**

Upon the outbreak of a bushfire the terms and conditions of employment provided in this clause will apply to employees employed on fire protection duties.

(a) Retention of classification

An employee shall retain the classification held immediately prior to the outbreak of a bushfire, unless during the period of the fire the employer assigns an employee a higher classification.

**PROVIDED** that where an employee performs the role of a section leader in fire fighting operations that employee shall be paid for such time so worked at the Crew Leader Band 4 rate.

**PROVIDED FURTHER** that there shall be a minimum payment of 4 hours on each such occasion.

(b) Normal hours of work

The weekly total of hours at ordinary time shall not exceed 38 per week, to be worked in accordance with the normal accrual provisions.

(c) Work periods

The minimum work period, except as provided by clauses (i) and (j), shall be eight consecutive hours inclusive of time worked for normal accrual purposes. A work period can only be terminated by a rest period of a minimum of eight hours.

(d) Rest period

(i) An employee shall receive a rest period of at least eight hours between successive work periods.

(ii) If a rest period exceeds 16 hours, a new work period shall be deemed to commence.

(iii) Paid rest period

(1) If a work period exceeds 16 hours, an employee shall, at the conclusion of such work period, receive a rest period of at least eight hours duration, and shall, in respect of such rest period, be paid eight hours at ordinary rates.

(2) After eight hours of any paid rest period a new work period shall be deemed to commence.

(e) Meal Intervals

Meal intervals shall not exceed 45 minutes and shall be counted as time worked.

(f) Monday to Friday payment

(i) All time worked on any Monday to Friday (including time worked prior to fire fighting work) shall be paid for:

(1) at the rate of ordinary time for the first eight hours; and

(2) at the rate of time and one half for the next two hours; and

(3) at the rate of double time thereafter.

(ii) Provided that the wage rate shall revert to ordinary time when the employee has received a rest period of eight hours.



(iii) Provided further that when penalty rates are being paid, and a work period extends beyond midnight, such penalty rates shall continue until the end of the work period.

(g) Saturday Work

Except where the provisions of (f)(iii) apply, all time worked by an employee on a Saturday shall be paid for:

(i) at the rate of time and one half for the first two hours; and

(ii) at the rate of double time thereafter.

(h) Sunday and State Service Holiday work

(i) All time worked by an employee on a Sunday shall be paid for at double the ordinary prescribed rate.

(ii) For all time worked on a holiday as prescribed in Part VI, Clause 1 – Holidays with Pay, at the rate of two and one half times the ordinary prescribed rate.

(i) Stand-by

(i) Stand-by shall mean all time during which an employee is required to be available for an immediate call to work.

(ii) An employee on stand-by shall be available either at home or at such other place as is mutually agreed with the employer.

(iii) Stand-by payment shall be at the rate of 60% of the employee's ordinary hourly rate.

(iv) Stand-by for employees on Saturdays, Sundays and public holidays shall mean the eight hour period between 10.00 a.m. - 6.00 p.m. Provided that by agreement between the employer and employees, this period may be varied to conclude no later than 8.00 p.m.

(v) An employee who is rostered to stand-by on a Saturday, Sunday or holiday with pay as specified in Part VI, Clause 1 - Holidays with Pay, shall be entitled to eight hours' stand-by payment for each day so rostered.

(vi) Employees shall be entitled to only eight hours stand-by pay if, by 5.00 p.m. on their last normal working day preceding a weekend, they are notified that stand-by for that weekend has been cancelled.

(vii) During the period from 1 November to 30 April the employer may, on any normal weekday that has a high fire danger rating, place an employee on stand-by at the cessation of the normal working time for the day and/or the departure from the place where normally work ceases for the day.

- (viii) If the employer pays an employee on stand-by pursuant to (vii), payment for stand-by shall be made from the normal time of cessation of work at the rate as provided in (iii).
  - (ix) Where employees are called upon to perform fire fighting work on any day that they are on stand-by, they shall, in addition to their entitlements under clause (j), be paid for all stand-by performed on that day.
- (j) Call Outs
- (i) An employee recalled to perform work in or in connection with bushfire fighting shall be paid for a minimum of four hours work at the appropriate wage rate each time they are recalled.
  - (ii) Provided that the employee shall not be required to work the full four hours if the job for which recall has occurred is completed in a shorter period.
  - (iii) Provided further, that if such work continues for more than four hours the employee shall be entitled to payment for a minimum work period of eight consecutive hours.
- (k) Travelling Time
- (i) All time spent by an employee in proceeding to and from a bushfire at the direction of the employer shall be deemed to be time worked.
  - (ii) Payment shall commence from, and cease at, the employer's depot, camp or normal pick-up place in the home district.
- (l) Resumption of Normal Duties
- (i) Subject to (iii), each employee who has been engaged in fire fighting work shall be entitled, upon the cessation of such work and prior to the resumption of normal duties, to a clear break of ten hours without loss of pay for recognised working time occurring during such break.
  - (ii) Subject to (iii), an employee who has been camped out for at least three nights shall be entitled to the provisions of (i) as if 12 hours were substituted for ten hours.
  - (iii) Provided that the provisions of (i) or (ii) shall not apply with respect to any fire fighting operations commenced and completed between the hours of 7.00 a.m. and 5.00 p.m. on the same day or such other hours as varied.
- (m) Provision of Meals
- (i) The employer shall provide the usual three meals per day.

- (ii) Provided that, where an employee is required to work at night, the employer shall provide suitable provisions at reasonable intervals.
- (iii) All food supplied by the employer under (i) and (ii) shall be free of charge.
- (n) Uniforms, Footwear, Protective Clothing, Equipment and Tools

Reimbursement or supply of uniforms, footwear, protective clothing, equipment and tools to employees engaged on bushfire fighting duties shall be in accordance with the provisions of Part VII—Protective Clothing, Equipment, Tools and Personal Effects.

#### **4. MEAL BREAKS, ALLOWANCES AND REST PAUSES**

##### (a) Meal breaks

###### (i) Day workers

- (1) Work will cease between 12.00 Noon and 2.00 p.m. Monday to Friday for the purpose of taking an unpaid meal break of not less than 45 minutes.
- (2) By agreement between the employer and the majority of employees, the meal break may be shortened to 30 minutes with a consequential adjustment to the daily time of ceasing work.

###### (ii) Shift workers

The relevant provisions for shift workers are set out in (a)(iii).

###### (iii) Delayed Meal Break - Day Workers

Where an employee does not complete the meal break within the time prescribed in this clause as a result of having been required to continue working and thereby deferring the meal interval, the employee will be paid at the rate of time and one half for the first half hour and double time thereafter for all time elapsing between the time at which the meal is customarily taken and the time the meal interval is commenced.

##### (b) Rest Break on Overtime

- (i) Where an employee is required to work overtime before or after the usual commencing or ceasing time on any day or shift for 1-1/2 hours or more, that employee will be allowed a rest break of 20 minutes immediately before such commencing time or after such ceasing time. The rest break will be paid at ordinary rates.

- (ii) The employer and employee may agree to any variation of (a)(iii), to meet the circumstances of the work in hand, but no payment for any time allowed in excess of 20 minutes will be required.
  - (iii) Thereafter, after each four hours of continuous overtime work, the employee will be allowed a rest break of 20 minutes without deduction of pay, if the employee continues work after the rest break.
  - (iv) For the purpose of this subclause, the usual commencing and ceasing time is at the start or end of ordinary hours inclusive of time worked for accrual purposes.
- (c) Rest Pause on a Saturday, Sunday or Holiday with Pay
- (i) An employee working on a Saturday, Sunday or holiday will be allowed a paid rest break of 20 minutes duration at the appropriate rate after each four hours of work if the employee continues work after the rest break.
  - (ii) Where an employee is required to work on a Saturday, the first rest break will, if occurring between 10.00 a.m. and 1.00 p.m., be paid at ordinary rates.
  - (iii) The employer and employee may agree to any variation of (i) to meet the circumstances of the work in hand, but no payment for any time agreed in excess of 20 minutes will be required.

## **5. OVERTIME**

- (a) All employees
- (i) Subject to (ii), an employee may be required to work reasonable overtime at overtime rates.
  - (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
    - (1) any risk to employee health and safety;
    - (2) the employee's personal circumstances including any family responsibilities;
    - (3) the needs of the workplace or enterprise;
    - (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
    - (5) any other relevant matter.

(iii) No overtime shall be worked without the prior approval of the employer.

(b) Day workers

(i) Monday to Friday

Except as otherwise provided, all time worked in excess of or outside the ordinary hours of work provided in Part V Clause 1 - Ordinary Hours of Work For Day Work, will be paid:

- (1) at one and one half times the ordinary rate for the first two hours; and
- (2) at double the ordinary rate for all time thereafter, and such double time will continue until the completion of the overtime work.

(ii) For the purpose of calculating overtime under this clause:

- (1) the hourly rate is determined by dividing the weekly rate by 38;
- (2) each day's work stands alone except where overtime is continuous with the previous day; and
- (3) a day means all time between midnight on any one day and midnight on the succeeding day.

(iii) Weekend Work

- (1) Overtime worked on a Saturday will be paid at time and one half for the first two hours and double time thereafter.
- (2) All time worked on a Sunday will be paid at double time.
- (3) An employee who works overtime on a Saturday or a Sunday will be provided with at least three hours work or be paid three hours pay.

(iv) Holiday work

- (1) Overtime worked on a holiday specified in Part VI, Clause 1 - Holidays with Pay, will be paid at the rate of double time and one half.
- (2) An employee required to work on a holiday specified in Part VI, Clause 1 - Holidays with pay, will be afforded at least four hours work or paid for four hours at the rate of double time and one half.

(v) Call Out

(1) Monday to Friday

(A) An employee called out to work Monday to Friday after leaving the workplace for the day will be paid a minimum of four hours work at the rate of time and one half for each time called out whether notified before or after leaving the workplace.

(B) Despite (1)(A), if required to work for two hours or more an employee will be paid for a minimum of four hours work calculated at time and one half for the first two hours and double time thereafter.

(2) Saturdays

(A) An employee called out to work on a Saturday will be paid for a minimum of three hours work at the rate of time and one half on each occasion called out.

(B) Despite (2)(A), an employee required to work for two hours or more will be paid for a minimum of three hours work at time and one half for the first two hours and double time thereafter.

(3) Sundays

An employee called out to work on a Sunday will be paid at double time for a minimum of three hours at the first call out, and for actual time worked at each subsequent call out.

(4) Holidays with Pay

(A) An employee called out to work on a holiday with pay as specified in Part VI, Clause 6 - Holidays with Pay, will be paid at double time and one half for a minimum of three hours at the first call out and for the actual time worked at each subsequent call out.

(B) The provisions of this subclause do not apply in cases where the overtime is continuous, subject to meal breaks, with the completion or commencement of ordinary working time.

(vi) Ten-Hour Rest Break

(1) When overtime work is necessary it will, wherever practicable, be arranged so that employees have at least ten consecutive hours off duty between the work of successive days.

(2) An employee who works so much overtime that the employee does not have at least ten consecutive hours off duty:

- (A) between the end of ordinary work on one day and the commencement of ordinary work on the next day; or
  - (B) between 4.00 p.m. on a Sunday, public holiday or rostered day off and the commencement of ordinary work on the next day, will be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
  - (C) If, on the instructions of the employer, an employee resumes or continues to work without having had ten consecutive hours off duty, that employee will be paid at double time until released from duty for that period and is entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time that occurs during that absence.
- (c) The provisions of this clause do not apply:
- (i) to any employee during any period in which that employee is engaged in fighting bushfires, in which case the provisions of Part V Clause 3 - Bushfire Fighting, apply; or
  - (ii) where overtime is worked in accordance with Part V Clause 6 - Availability, where the actual time worked is less than three hours on each call out or on each of such call outs.
- (d) Shift Worker
- (i) Overtime rates
    - (1) Subject to (2), work done by shift workers in excess of or outside the ordinary working hours (inclusive of time worked for accrual purposes as prescribed in Part V, Clause 2 on a rostered shift or on a shift other than a rostered shift shall be paid at the rate of double time.
    - (2) Provided that the provision of (1) shall not apply to:
      - (A) arrangements between the employees themselves; or
      - (B) in cases due to rotation of shift; or
      - (C) when the relief does not come on duty at the proper time.
    - (3) Subject to (4), for all time of duty after the employee has finished his or her ordinary shift, such unrelieved employee shall be paid at the rate of time and a half for the first eight hours and double time thereafter.

- (4) Provided that the provisions of (3) shall not apply where a rostered employee has notified the employer at least eight hours before the commencement of a shift of his or her inability to attend work. In such cases, if the employer requires the unrelieved employee to continue working past the finish of his or her ordinary shift, he or she shall be paid at the rate of double time.

(ii) Call Out

- (1) A shift worker called out to work after the expiration of his or her customary working time after he or she has left work for the shift, or called out to work on a day on which he or she is rostered off, shall be paid for a minimum of three hours work calculated at double the ordinary prescribed rate for each time he or she is called out.
- (2) Provided that if called out on a holiday prescribed in Part VI, Clause 1 - Holidays with Pay, payment shall be calculated at the rate of double time and a half.

(iii) Ten Hour Rest Break

The provisions (b)(vi) apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

- (1) for the purpose of changing shift rosters; or
- (2) where a shift worker does not report for duty and a day worker or shift worker is required to replace such shift worker; or
- (3) where a shift is worked by arrangement between the employees themselves.

(iv) Transport after Shift Work Overtime

When an employee works overtime on a shift for which that employee is not regularly rostered and finishes work at a time when reasonable means of transport are not available, the employer will provide that employee transport home or to the nearest public transport.

## **6 AVAILABILITY**

- (a) the employer may require an employee, by way of roster or direction, to be available to resume duty and the employee is required to remain:
  - (i) Fit for duty,
  - (ii) Readily contactable while so rostered or directed; and
  - (iii) Able to resume duty.



- (b) an employee advised of the requirement to be available to return to work shall remain contactable and in close proximity to their normal residence and be ready and able for an immediate return to work.
- (c) Subject to (e) an employee on availability shall be entitled to the payment of an allowance at the rate of \$2.98 per hour with a minimum payment of 8 hours .An employee whose principal activity is the management and suppression of fires will be rostered for a minimum of 8 weekends on availability ,or payment in lieu thereof for each fire season. Such roster will operate for 64 hours each weekend from the end of ordinary hours on the Friday to the commencement of ordinary hours on the Monday.
- (d) The employer may direct an employee to monitor equipment and/or to attend to after hours calls.
- (e) The allowance prescribed in (c) is not payable on any day on which an employee, on availability, is actually called out and returns to the workplace or a place of work, in which circumstance the provisions of (f) shall apply.
- (f) Recall to Work
  - (i) An employee shall not refuse a reasonable request to return to work with or without prior notice if required by the employer.
  - (ii) Subject to (iii), an employee, recalled to work overtime will be paid for a minimum of four hours at the rate of time and one half for the first three hours and double time thereafter.
  - (iii) Should a subsequent recall occur during the four hour spread for which the minimum payment prescribed in (ii) has been attracted, then no extra payment shall accrue until the time actually worked exceeds four hours.
  - (iv) Payment for recalls occurring outside the first minimum payment spread shall be calculated at the appropriate rate for actual time worked.
  - (v) Time reasonably spent travelling to and from work shall be regarded as time worked.
  - (vi) The employer may, where reasonably practicable, require the employee to undertake work to maintain services not associated with the cause for the return to work.
  - (vii) Where in the normal operations of an area, or a position, routine return to work is required for the checking of equipment or machinery, security or caretaking, the provisions of this clause do not apply.

## PART VI – LEAVE AND HOLIDAYS WITH PAY

### 1. HOLIDAYS WITH PAY

- (a) Pursuant to section 53 of the *State Service Act 2000* employees are entitled to the following as Holidays with Pay:

New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, Queen's Birthday, Show Day, Cup Day, Hobart Regatta Day (south of Oatlands), Recreation Day (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day;

or any other days as may be deemed to be publicly observed as the above listed State Service Holidays by the application of the Act.

**PROVIDED** if by an Act of the State Parliament or by a State Proclamation a day is substituted for any of the Holidays with Pay listed above, the day that is substituted will be observed.

- (b) Notwithstanding subclause (a) of this clause employees may be required to attend for work as prescribed by section 53(4) of the *State Service Act 2000* during any of the Holidays with Pay listed above.

**PROVIDED** that this clause does not affect the right to pay casual employees a loading in lieu of Holiday with Pay entitlements in accordance with award provisions to that effect.

**PROVIDED FURTHER** all employees will be entitled to one local show day. It will be observed on an employee's ordinary working day other than a Saturday or a Sunday, in the city, town or district in which the employee is employed; or any other day that in the absence of a local show day is agreed to between the employee and the employer.

### 2. PARENTAL LEAVE

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

- (a) Definitions

For the purposes of this clause:

- (i) **'Child'** means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of sixteen years who is placed with the employee for the purposes of adoption other than a child or step child of the employee or of the spouse or a child who has previously lived continuously with the employee for a period of six months.

- (ii) For the purposes of this clause, **'continuous service'** is work for an employer on a regular and systematic basis including any period of authorised leave or absence.
- (iii) **'Day of Placement'** means in relation to the adoption of a child by an employee the earlier of the following days:
  - (1) The day on which the employee first takes custody of the child for adoption; or
  - (2) The day on which the employee starts any travel that is reasonably necessary to take custody of the child for adoption.
- (iv) **'Eligible casual employee'** means a casual employee employed during a period of at least 12 months, either:
  - (1) on a regular and systematic basis for several periods of employment; or
  - (2) on a regular and systematic basis for an ongoing period of employment, and who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- (v) **'Employee'** includes full-time, part-time, permanent, fixed term and "eligible" casual employees.
- (vi) **'Expected date of birth'** means the day certified by a medical practitioner to be the day on which the medical practitioner expects the employee or the employee's spouse, as the case may be, to give birth to a child.
- (vii) **'Keeping in touch day'** means a day on which an employee performs work for the employer during the period of approved parental leave if:
  - (1) the purpose of performing the work is to enable the employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and
  - (2) both the employee and the employer consent to the employee performing work for the employer on that day(s) or time(s); and
  - (3) the day is not within 14 days after the date of birth, or day of placement, of the child to which the period of leave relates; and
  - (4) the employee has not already performed 10 days of paid work that were keeping in touch days for the employer or another entity during the period of leave.
- (viii) **'Normal rate of pay'** means an employee's rate of salary and includes allowances which would have continued to be paid but for taking parental leave.

The normal rate of pay for a part-time employee with variable hours of work is calculated as the greater of the following:

- (1) the average of the hours worked by the employee over the preceding 12 months or;
  - (2) the actual hours of work at the time of commencement of leave.
- (ix) **'Parental Leave'** means adoption leave, maternity leave, special maternity leave and paternity leave, as appropriate.
- (x) **'Personal Leave'** for the purposes of this clause means absence due to personal illness or injury.
- (xi) **'Spouse'** means a person who is married or a person who is in a significant relationship within the meaning of the *Relationships Act 2003*.

A **'significant relationship'** is a relationship between two adult persons who:

- (1) have a relationship as a couple; and
  - (2) are not married to one another or related by family.
- (xii) **'Primary Care Giver'** means a person who assumes the principal role of providing care and attention to a child. The employer may require confirmation of primary care giver status.
- (xiii) **'State Service'** means an organisation listed in Schedule 1 of the *State Service Act 2000*.

(b) Entitlement

- (i) After 12 months continuous service parents are entitled to a combined period of up to 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of a 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.
- (ii) Parental leave is only available to one parent at a time in a single unbroken period, except both parents are entitled to access simultaneous parental leave in the following circumstances:
  - (1) for maternity and paternity leave an unbroken period of up to three weeks at the time of the birth of the child which includes one day of paid leave for the partner to attend the birth of the child;
  - (2) for adoption leave an unbroken period of up to three weeks at the time of placement of the child.

(iii) Right to request

- (1) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:
  - (A) to extend the period of simultaneous unpaid parental leave provided for in this clause up to a maximum of eight weeks; and/or
  - (B) to extend the period of unpaid parental leave provided for in this clause by a further continuous period of leave not exceeding 12 months;

to assist the employee in reconciling work and parental responsibilities.

- (2) The employer is to consider a request, according to this clause and having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iv) An employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.
  - (v) An employee employed for a fixed term contract has the same entitlement to parental leave, however the period of leave granted is not to extend beyond the term of that contract.

(c) Maternity Leave

After twelve months continuous service an employee is entitled to 12 weeks paid maternity leave which forms part of the 52 week entitlement provided in subclause (b)(i).

- (i) The 12 weeks paid leave is to be taken at the commencement of the period of maternity leave and must be taken in a consecutive period.
- (ii) The rate of pay for an employee during the period of the paid absence is the normal rate of pay, as defined in Clause 2 (a) (vii) of this Part;
- (iii) The employee may elect to take payment for the paid period of the absence,
  - prior to the commencement of the leave or;
  - over 12 consecutive weeks at a consistent rate of pay or;
  - over 24 consecutive weeks at a consistent rate of pay

- (iv) Where an employee elects to take half pay over 24 weeks the payment beyond the 12 weeks does not increase the accrual of paid leave entitlements prescribed by this award.
  - (v) An employee is to provide written notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
    - (1) at least ten weeks' notice of the expected date of birth in a certificate from a registered medical practitioner stating that the employee is pregnant;
    - (2) at least four weeks' notice of the date on which the employee proposes to commence maternity leave and the period of leave to be taken.
    - (3) particulars of any period of paternity leave sought or taken by her spouse.
  - (vi) An employee is not in breach of this clause if failure to give the required notice is due to the date of birth occurring earlier than the presumed date.
  - (vii) Subject to subclause (c)(i) and unless agreed otherwise between the employer and employee, an employee may commence maternity leave at any time within six weeks immediately prior to the expected date of birth.
  - (viii) An employee who continues to work within the six week period immediately prior to the expected date of birth, or an employee who elects to return to work within six weeks after the birth of the child is required to provide a medical certificate to the employer stating that she is fit to work on her normal duties.
- (d) Special Maternity Leave
- (i) An employee who has not yet commenced maternity leave and who suffers an illness related to her pregnancy or is required to undergo a pregnancy related medical procedure is to be granted any paid personal leave to which she is entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work.
  - (ii) Where a pregnancy related illness or medical procedure is continuous with the commencement of maternity leave the aggregate of paid personal leave, special maternity leave and parental leave, including parental leave taken by a spouse, is not to exceed 52 weeks.
  - (iii) Where the pregnancy of an employee terminates other than by the birth of a living child, not earlier than 20 weeks before the expected date of birth the employee is entitled to up to 52 weeks parental leave, including 12 weeks paid maternity leave, certified as necessary by a registered medical practitioner.

(e) Paternity Leave

An employee is to provide to the employer at least ten weeks notice prior to each proposed period of paternity leave, with:

- (i) A certificate from a registered medical practitioner which names the other parent, states that she is pregnant and the expected date of birth, or states the date on which the birth took place; and
- (ii) An employee is to provide written notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
  - (1) the proposed dates to start and finish the period of paternity leave; and
  - (2) that the period of paternity leave will be taken to become the primary care-giver of a child; and
  - (3) particulars of any period of parental leave sought or taken by the other parent.

An employee is not in breach of subclause (e) if the failure to give the required period of notice is due to the birth occurring earlier than expected, or due to the death of the mother of the child, or other compelling circumstances.

(f) Adoption Leave

- (i) After twelve months continuous service an employee identified as the primary care giver is entitled to 12 weeks paid adoption leave, which forms part of the 52 week entitlement.
- (ii) An employee is to notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice where, through circumstances beyond the control of the employee, the adoption of a child takes place earlier than expected.
- (iii) Before commencing adoption leave, an employee is to provide the employer with a statutory declaration stating:
  - (1) the employee is seeking adoption leave to become the primary care-giver of the child; and
  - (2) particulars of any period of adoption leave sought or taken by the employee's spouse.

- (iv) An employer may require an employee to provide confirmation of the placement from the appropriate government authority.
- (v) Where the placement of a child for adoption with an employee does not proceed or continue, the employee is to notify the employer immediately and the employer is to nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- (vi) An employee is not in breach of this clause as a consequence of failure to give the required periods of notice if the failure is due to a requirement of an adoption agency to accept earlier or later placement of a child, or due to the death of a spouse, or other compelling circumstances.
- (vii) An employee seeking to adopt a child is entitled to unpaid leave to attend any compulsory interviews or examinations that are necessarily part of the adoption procedure. The employee and the employer are to agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. If available paid leave, other than personal leave, may be taken instead.
- (viii) An employee is not entitled to paid Adoption Leave unless the child that is, or is to be, placed with the employee for adoption:
  - (1) is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child; and
  - (2) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement of the child; and
  - (3) is not (otherwise than because of adoption) the child of the employee or the employee's spouse or de facto partner.

(g) Variation of Period of Parental Leave

With the agreement of the employer an employee may shorten or extend the period of parental leave, provided the maximum of 52 weeks is not exceeded. Any such change is to be notified at least four weeks prior to the commencement of the requested changed arrangements.

(h) Parental Leave and Other Entitlements

- (i) An employee may, in lieu of or in conjunction with parental leave, access any accrued annual leave or long service leave entitlements subject to the total amount of leave not exceeding 52 weeks.
- (ii) Unpaid leave



- (1) A period of unpaid leave is available according to this clause and may form part of an employee's parental leave entitlement.
- (2) Any period of parental leave without pay in excess of 20 working days is regarded as leave without pay for accrual purposes, including for annual leave, personal leave but does not break an employee's continuity of service.

(iii) Keeping in Touch Days

- (1) This provision enables an employee to perform work for the employer on a keeping in touch day while they are on approved parental leave. If the employee does so, the performance of that work does not break the continuity of the period of paid or unpaid parental leave.
- (2) The employer cannot request an employee attend on a keeping in touch day until a minimum of 6 weeks (42 days) after the birth, or day of placement, of the child. However, the employee may request to the employer that they attend a keeping in touch day 14 days after the date of birth, or day of placement, of the child.
- (3) An employee is eligible to perform paid work for the employer up to 10 working days as keeping in touch days for each of the periods prescribed below:
  - (A) a period of paid or unpaid parental leave taken during the employee's available parental leave period; and
  - (B) a period of unpaid parental leave taken as an extension of the leave referred to in paragraph (A) for a further period immediately following the end of the available parental leave period.
- (4) The period worked by the employee as a keeping in touch day may be for part of a single day.
- (5) If, during a period of unpaid parental leave, an employee performs work for the employer on a keeping in touch day taking that leave or performing that work does not have the effect of extending the period of unpaid parental leave.
- (6) If, during a period of paid parental leave, an employee performs work for the employer on a keeping in touch day performing that work will extend the period of that paid leave but will not extend the period of unpaid parental leave.

(i) Transfer to a Safe Job

- (i) 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 is to be transferred to a safe job, if the employer deems it practicable, until maternity leave commences.

- (ii) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such time as is certified necessary by a registered medical practitioner.

(j) Returning to Work After a Period of Parental Leave

- (i) An employee is to 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.

- (ii) An employee is to notify of their intention to return to work on a part-time basis after a period of parental leave at least 8 weeks prior to the expiration of leave to enable the employer to satisfy the requirements of these provisions.

- (iii) When an employee returns to work after a period of parental leave an employee is entitled to undertake the duties allocated to them immediately before proceeding on parental leave and which the employee would have continued to undertake but for taking parental leave:

- (1) if the female employee was moved to safe duties because of the pregnancy – immediately before the move; or
- (2) if the female employee began working part-time because of the pregnancy – immediately before the part-time work began; or
- (3) otherwise – immediately before the employee commenced maternity leave, except duties for which the employee was in receipt of a higher or more responsible duties allowances, unless the employee resumes those duties upon returning to work.

- (iv) If those duties no longer exist, the employer is to assign similar duties at the same classification, as appropriate, to the employee.

(k) Right to Request

- (i) An employee entitled to parental leave pursuant to the provisions of subclause (b)(i) may request the employer to allow the employee to return from a period of parental leave on a part-time basis until the child reaches school age to assist the employee in reconciling work and parental responsibilities.

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

loss of efficiency and effectiveness, the specialised nature of the work and the impact on customer service.

(iii) An employee may return to work on a modified basis that may involve the employee:

- (1) working on different days or at different times, or both; and/or
- (2) working on fewer days or for fewer hours or both, and/or
- (3) undertaking different duties at the same classification;

than the employee worked immediately before commencing parental leave, other than for an employee to whom subclause (i) of this Parental Leave clause applied.

(l) Replacement Employees

(i) A replacement employee is an employee specifically engaged or promoted or transferred for a fixed-term as a result of another employee proceeding on parental leave.

(ii) Prior to engagement, a replacement employee is to be informed of the fixed-term nature of the employment and of the rights of the employee who is being replaced, including that the engagement may be subject to variation according to subclause (g) and the right to request provisions of subclause (b)(iii).

(iii) Nothing in this subclause is to be construed as requiring an employer to engage a replacement employee.

(m) Communication During Parental Leave

(i) Where an employee is on parental leave and a decision has been made to introduce significant change at the workplace, the employer is to take reasonable steps to:

- (1) make information available in relation to any significant effect the change is to have on the status or responsibility level of the duties assigned to the employee prior to commencing parental leave; and
- (2) provide an opportunity for the employee to discuss any significant effect the change is to have on the status or responsibility level of the duties assigned to the employee prior to commencing parental leave.

(ii) The employee is to take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to

return to work and whether the employee intends to request to return to work on a part-time basis.

- (iii) The employee is to also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (m)(i) above.

### **3. PERSONAL LEAVE**

The provisions of subclauses (a) to (o) apply to permanent and fixed-term employees but do not apply to casuals, unless otherwise specified. The entitlements of casual employees are set out in subclause (p).

#### (a) Definitions

- (i) **'Health Practitioner'** means a registered health practitioner registered or licensed as a health practitioner under an appropriate law of the State of Tasmania.
- (ii) **'Household'** in respect of an employee means any person or persons who usually reside with the employee.
- (iii) **'Immediate family'** in respect of an employee includes:

- (1) spouse (including a former spouse) of the employee. Spouse means a person who is married or a person who is in a significant relationship within the meaning of the *Relationships Act 2003*.

A significant relationship is a relationship between two adult persons who:

- (A) have a relationship as a couple; and
- (B) are not married to one another or related by family.

- (2) child or an adult child (including an adopted child, a step child or an exnuptial child), parent (including foster parent step parent or legal guardian), grandparent, grandchild, sibling or step sibling, of the employee or employee's spouse.

- (iv) **'Medical Certificate'** issued by a registered health practitioner is taken to be a medical certificate for the purpose of this clause if it is issued in respect of the area of practice in which the practitioner is registered or licensed under an appropriate law of the State of Tasmania that provides for the registration or licensing of health practitioners.
- (v) **'Personal Leave'** means leave provided for:

- (1) personal illness or injury; or
- (2) to care for members of their immediate family or household who are sick and require care and support; or
- (3) to care for members of their immediate family or household who require care due to an unexpected emergency.

(b) Amount of Personal Leave

- (i) Personal leave is available to an employee, when the employee is absent:
  - (1) due to personal illness or injury; or
  - (2) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.
- (ii) Personal leave accrues according to length of service. Part-time employees are entitled to the same personal leave credits as a full-time employee but on a pro-rata basis according to the number of hours worked compared to full-time employees. Payment for personal leave will only be made for those hours that would normally have been worked had the employee not been on personal leave.

(c) Personal Leave Triennium Entitlement for Permanent Employees

The entitlement to personal leave for an employee who is employed on a permanent full-time basis is credited in advance and:

- (i) is provided on a three-year or triennial cycle, and commences on the first day of employment and on the 3rd, 6th, 9th and every third anniversary of employment thereafter.
- (ii) each three year cycle is separate and is not cumulative to each three year period.
- (iii) is renewed according to the triennial cycle, except for a variation on the 5th and 10th anniversary of appointment when the entitlement increases;
- (iv) if personal leave with full pay is exhausted in any triennial period personal leave is available at half pay and without pay;
- (v) personal leave is managed according to the following table:

	<u>Full pay</u>	<u>Half pay</u>	<u>Without pay</u>
First year of service a credit is provided.	22 days	44 days	132 days

	<u>Full pay</u>	<u>Half pay</u>	<u>Without pay</u>
On the 3rd anniversary of service the existing balance is replaced and a new credit is provided.	22 days	44 days	132 days
On the 5th anniversary of service a new credit is added with the existing balance remaining.	Add 44 days to existing balance	Add 22 days to existing balance	Credit remains 132 days
On the 6th anniversary of service the existing balance is replaced and a new credit is provided.	66 days	66 days	132 days
On the 9th anniversary of service the existing balance is replaced and a new credit is provided.	66 days	66 days	132 days
On the 10th anniversary of service a new credit is added with the existing balance remaining.	Add 66 days to existing balance	No change to existing balance	Reduce credit by 66 days
On the 12th anniversary of service the existing balance is replaced and a new credit is provided.	132 days	66 days	66 days

This cycle is repeated every three years on the anniversary of service.

(d) Personal Leave Entitlement for Fixed Term Employees

The entitlement to personal leave for an employee who is employed on a full-time fixed term basis is credited in advance after 20 working days of service and:

- (i) provides for 10 days leave for each full year of service;
- (ii) unused personal leave credits accumulate and carry forward each year;
- (iii) if in any personal leave year personal leave with full pay is exhausted personal leave without pay is available provided the absences are appropriately certified by a registered health practitioner;
- (iv) a period of personal leave does not extend the period of employment;

(v) for employees employed for less than 12 months personal leave is credited in direct proportion of their employment compared to full-time equivalent employment.

(vi) A fixed term employee who has completed:

(1) 12 months continuous service and is likely to complete a further three years' continuous service, as certified by the employer; or

(2) four years continuous service;

is entitled to personal leave according to subclause (c), as if that employee was a permanent employee.

(e) Change from Fixed Term Employment to Permanent Employment Status

(i) A fixed-term employee who becomes a permanent employee is entitled to personal leave according to subclause (c), as if the employee had been appointed as a permanent employee on the first day of continuous service and calculations of entitlements are to be made accordingly.

(ii) A fixed-term employee to whom subclause (e)(i) applies and who otherwise would have received a greater entitlement as a fixed term employee is to receive that entitlement if personal leave in excess of the entitlement of subclause (c) is required.

(iii) An employee to whom subclause (e)(ii) applies is entitled to personal leave at half-pay and without pay appropriate to their years of service in accordance with subclause (c) if personal leave on full pay is exhausted.

(f) The Effect of Workers Compensation

An employee is not entitled to take paid personal leave for a period during which the employee is receiving workers' compensation.

(g) Personal Leave for Personal Injury or Sickness

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

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

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

(ii) Leave may be taken for part of a single day.

(iii) By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in clause (h)(i), beyond the limit set out in clause (h)(i). In such circumstances, the employer and the employee are to agree upon the additional amount that may be accessed.

(i) Sole Person Accessing Leave

In normal circumstances an employee is not to take leave for caring purposes where another person has taken leave to care for the same person.

(j) Employee Must Give Notice

An employee is required to provide notice in writing for leave to be approved.

(i) An employee absent on personal leave for personal injury or illness (except in exceptional circumstances) must inform the employer of the employee's inability to attend for duty within two hours of commencement time of normal duty on the day of the personal leave absence.

As far as practicable the employee is to state:

- (1) the nature of the injury or illness and;
- (2) the estimated duration of the absence.

(ii) As far as practicable an employee taking personal leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency is to give the employer:

- (1) notice prior to the absence of the intention to take leave;
- (2) the name of the person requiring care and their relationship to the employee;
- (3) the reasons for taking such leave; and
- (4) the estimated length of absence.

(iii) If it is not practicable for the employee to give prior notice of the absence, the employee must notify the employer at the earliest opportunity on any day leave is required and provide an estimation of the length of leave required.

(k) Evidence Supporting Claim



Subject to subclause (l) when taking personal leave the employee is to prove to the satisfaction of the employer that the employee was unable to attend duty on the day or days on which personal leave is claimed.

- (i) Where evidence is required and where reasonably practicable to do so;
    - (1) An employee absent on account of personal injury or illness is to provide a medical certificate from a registered health practitioner
    - (2) Where taking leave to care for members of immediate family or household who are sick and require care and support the employee is to provide a medical certificate from a registered health practitioner stating the illness of the person concerned and that such illness requires care by the employee
    - (3) Where taking leave to care for members of immediate family or household who require care due to an unexpected emergency, the employee is to provide documentation acceptable to the employer stating the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
  - (ii) If it is not reasonably practicable for the employee to give the employer a medical certificate a statutory declaration made by the employee, stating the illness of the person concerned and where applicable that such illness or unexpected emergency requires care by the employee.
- (l) Days Without Medical Certificate for Personal Injury or Illness
- (i) Where leave is granted under this clause for personal leave for personal illness or injury for a period of three or more consecutive working days, the third and subsequent days are without pay unless the leave is supported by a medical certificate from a registered health practitioner.
  - (ii) A medical certificate is required for each personal leave absence for personal illness or injury after the employee has taken an aggregate of five working days without a medical certificate in any personal leave year.
- (m) Calculation of Personal Leave Year
- (i) A personal leave year for the purpose of this clause means 12 months of continuous paid employment from the commencement of employment including periods of paid leave.
  - (ii) For any period of leave without pay, excluding personal leave without pay, taken by an employee of more than 20 working days in aggregate in any personal leave year the whole of that period is not to count as service for the purpose of calculating the personal leave accrual date.

(n) Verification of Illness

Personal leave on account of personal illness or injury will not be granted to an employee who is suspected of being absent from duty without sufficient cause, and in order to satisfy the employer that there was or was not sufficient cause, the employer may direct an employee to undergo a medical examination by a registered health practitioner selected and paid for by the employer at any reasonable time and place and with reasonable notice.

(o) Unpaid Personal Leave

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

(p) Casual Employees – Caring Responsibilities

- (i) Subject to the evidentiary and notice requirements in subclauses (j) and (k) casual employees are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency.
- (ii) The employer and the employee are to agree on the period for which the employee is to be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to two working days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlement provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

#### **4. BEREAVEMENT LEAVE**

The provisions of subclauses (a) to (e) apply to permanent and fixed-term employees but do not apply to casuals, unless otherwise specified. The entitlements of casual employees are set out in subclause (f).

(a) Definitions

- (i) **'Household'** in respect of an employee means any person or persons who usually reside with the employee.

(ii) **'Immediate family'** in respect of an employee includes:

- (1) spouse (including a former spouse) of the employee. Spouse means a person who is married or a person who is in a significant relationship within the meaning of the *Relationships Act 2003*.

A significant relationship is a relationship between two adult persons who:

- (A) have a relationship as a couple; and
- (B) are not married to one another or related by family.

- (2) child or an adult child (including an adopted child, a step child or an exnuptial child), parent (including foster parent step parent or legal guardian), grandparent, grandchild, sibling or step sibling, of the employee or employee's spouse.

(b) Paid Leave Entitlement

In the event of the death of a member of the employee's immediate family or household an employee is to be granted bereavement leave upon application being made to and approved by the employer without loss of pay or entitlement to continuous service for a period of up to ten days with the discretion of the employer to grant additional paid leave.

(c) Relationship to Other Paid Leave

This clause has no application where it coincides with any other entitlement to another period of paid leave.

(d) Rostered Days Off

**PROVIDED** that no payment will be made in respect of the employee's rostered days off.

(e) Evidence Requirements

The employer may request evidence of death in the form of a death notice, or other written evidence furnished by the employee to the satisfaction of the employer.

(f) Unpaid Bereavement Leave

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

(g) Casual Employees

(i) Subject to the evidentiary requirements in subclause (e), casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of an immediate family or household member.

(ii) The employer and the employee are to agree on the period for which the employee is to be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to two days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

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

## **5. RECREATION LEAVE**

(a) Entitlement to Recreation Leave

(i) A full-time employee is entitled to 152 hours of recreation leave for each twelve month period of continuous service (less the period of recreation leave).

(ii) Recreation leave for full-time employees accrues at the rate of 5.85 hours for each fortnight worked.

- (iii) Seven-day shift workers (as defined) are entitled to an additional 38 hours of recreation leave for each twelve month period of continuous service.
- (iv) An employee with twelve months continuous service who is engaged for part of a twelve monthly period as a seven-day shift worker is entitled to additional recreation leave for each period the employee is engaged as a shift worker in proportion to the time worked compared to a full-time shift worker.
- (v) Part-time employees are to be entitled to recreation leave prescribed in subclause (a)(i) or (a)(ii) of this clause in proportion to the hours worked compared to full-time employees.
- (vi) Casual employees are not entitled to recreation leave.
- (vii) Where the employer determines to close offices during the period commencing on Christmas Day and ending on New Year's Day (or any other days as may be deemed to be publicly observed as these State Service Holidays by the application of the *Statutory Holidays Act 2000*), such hours not being Holidays with Pay will be deducted from the employee's recreation leave accrual.

(b) Payment for the Period of Recreation Leave

The rate of salary for an employee during a period of recreation is the normal rate of salary the employee would have received for the ordinary hours of work during the relevant period.

An employee before going on leave may elect to be paid the amount of salary that employee would have received for the ordinary hours of work during the relevant period.

(c) Calculation of Continuous Service for the Accrual of Recreation Leave

- (i) Service is to be deemed continuous for absences from work on account of any paid leave;
  - (ii) Any period of leave of absence without pay of more than twenty working days in aggregate in a personal leave year is not to be deemed continuous service;
- for the purposes of recreation leave accrual.

(d) Maximum Accrual of Recreation Leave

An employee is not to accrue more than two years entitlement to recreation leave. The employer is to make arrangements with the employee to take recreation leave in the next year of accrual. The arrangement agreed to between the employee and the employer for the taking of excess accrued recreation leave must be adhered to.

(e) Employer is to Enable Recreation Leave to be Taken

- (i) The employer is to make such arrangements as are practicable to allow each employee in an Agency leave of absence annually for recreation and may, where necessary, cause a roster to be prepared at the commencement of each year allocating recreation leave to the employees in an Agency in respect of that year.
- (ii) If it is not possible to grant leave of absence for recreation to an employee in any one year, due to the requirements of an Agency in which the employee is employed or for any other sufficient reason, the employer may permit leave to be taken by the employee in the subsequent year in addition to the recreation leave for that year.
- (iii) For the purposes of subclause (d) the total number of hours of recreation leave that an employee may have accumulated at the end of a year is not to exceed the recreation leave that the employee is entitled to for two leave years.
- (iv) If an employee is unable to take leave of absence for recreation for two leave years due to the requirements of the Agency in which the employee is employed, the employer is to make arrangements for the employee to take that leave of absence for recreation during the next leave year and the employee is to take that leave of absence for recreation as so arranged by the employer.

(f) Personal Leave Requirements During Recreation Leave

- (i) An employee who is injured or ill, or is required to care for a member of the employee's immediate family or household while absent on recreation leave may, on written application to the employer, be credited with a period of annual leave equal to the number of working days for which the employee was injured or ill, or required to care for a member of the employee's immediate family or household.
- (ii) Where, in accordance with subclause (f)(i) above, the employer re-credits an employee with recreation leave, a deduction of that number of days will be made from any personal leave credit to which the employee is entitled.
- (iii) An application made under subclause (f)(i) of this clause is to be accompanied with a certificate from a registered health practitioner.

(g) Allowance in Lieu of Recreation Leave on Termination

- (i) After twenty consecutive working days of service, an employee whose employment is terminated will be paid an allowance in lieu of any accrued recreation leave.

(ii) The allowance is the normal rate of annual salary, determined in accordance with subclause (b) of this clause, payable to the employee at the time of termination.

(h) Recreation Leave in Advance of Accrual

(i) The employer may allow an employee recreation leave in advance of the accrual of leave. In this case the accrual of recreation leave is suspended until the period of leave taken in advance has been restored by time worked.

(ii) Where recreation leave or part of it has been granted pursuant to subclause (h)(i) before the right to it has accrued, and the employee employment is terminated before completing the twelve months continuous service in respect of the leave that was granted, and the amount paid by the employer to the employee for the annual leave or part taken in advance exceeds the amount which the employer is required to pay to the employee under subclauses (g)(i) and (g)(ii) of this clause, the employer is not to be liable to make any payment to the employee under subclauses (g)(i) and (g)(ii) of this clause, and is to be entitled to deduct the amount of excess from any remuneration payable to the employee upon the termination of employment.

(i) Time of Taking Recreation Leave

Recreation Leave will be taken at a time or times mutually agreeable between the employer and the employee. Where no agreement can be arrived at recreation leave will be given at a time fixed by the employer within a period not exceeding six months from the date when the right to recreation leave has accrued and not less than four weeks' notice to the employee.

(j) Recreation Leave in One or More Periods

Recreation leave may be granted and taken in a number of separate periods, including the granting and taking of a single day's leave.

(k) Payment in Lieu Prohibited

Except as provided in subclause (g) and subclause (h) of this clause payment will not be made in lieu of recreation leave.

(l) Loading in Lieu of Paid Leave

A casual employee is to receive a 20 per cent loading at the appropriate rate to compensate for annual leave, personal leave and holidays with pay as prescribed in lieu of paid leave entitlements and Holidays with Pay as prescribed by Part VIII – Leave and Holidays with Pay - of this award.

## **6. STATE SERVICE ACCUMULATED LEAVE SCHEME**

An employee is to be entitled to participate in the State Service Accumulated Leave Scheme under the terms and conditions specified in this clause.

The scheme is to be known as the State Service Accumulated Leave Scheme (SSALS).

### (a) Summary of Scheme

The SSALS allows the employer to approve Plans under which participating employees will, by taking a reduction in normal salary for a given period, become entitled at the end of that period to a pre-determined amount of special ("accumulated") leave during which they will be paid salary at the same reduced rate.

### (b) Interpretation

The conditions and administrative arrangements in the SSALS are to be administered in conjunction with the *State Service Act 2000* and the State Service Regulations 2001.

**'Accumulated leave'** means the period of time that is accumulated under the Plan as leave during a work period.

**'Leave period'** means the period specified in a Plan when a participating employee is absent from work on accumulated leave.

**'Normal salary'** means the salary that would be paid to a participating employee if that person was not participating in a Plan and includes salary expressed as an annual rate, fortnightly rate, weekly rate, daily rate or hourly rate. It includes all allowances that are paid as an annual rate, fortnightly rate, weekly rate, daily rate or hourly rate but not overtime payments and shift work penalty rates unless they are paid as a component of an annualised rate.

**'Operational requirements'** means the need to ensure that the Agency is to be operated as effectively, efficiently and economically as possible.

**'Participating employee'** means an employee whose election to participate in a Plan has been approved by the employer.

**'Plan'** means an arrangement in the SSALS consisting of a specified work period followed by a specified leave period.

**'Work period'** means the period specified in a Plan when an employee is at work.

### (c) Plans

The SSALS consists of arrangements known as Plans. For example:



<u>Work Period</u>	<u>Percentage of Normal Salary payable during the period of the Plan</u>	<u>Leave Period</u>
Four Years	80% "The Four over Five Year Plan"	One Year
Three Years	75% "The Three over Four Year Plan"	One Year
Twenty Months	83.3% "The 20 over 24 Month Plan"	Four Months
Eighteen Months	75% "The 18 over 24 Month Plan"	Six Months
Forty Eight Weeks	92.3% "The 48 over 52 Week Plan"	Four Weeks
Forty Weeks	76.9% "The 40 over 52 Week Plan"	Twelve Weeks
(Other Plan) "A"	$\frac{A}{A+B} \times 100 = \dots\%$ (to one decimal place)	(Other Plan) "B"
..... Years	The ..... over.....	..... Year
..... Months	.....	..... Months
..... Weeks	.....	..... Weeks

(d) Application of SSALS

- (i) The employer, after considering the operational requirements of the Agency, determines whether any Plan or Plans are to be available to employees in the Agency.
- (ii) The employer may make any Plan or Plans available to employees in an Agency or an employee or employees can request the employer that a Plan be made available to them.
- (iii) A Plan may be made available to any permanent employee (full or part-time) including an employee who works shifts. A Plan may be made available to any temporary employee the term of whose contract of employment is sufficient to cover the period of the Plan.
- (iv) The Head of Agency determines:
  - (1) whether one or more Plans will be made available to all or only some of the employees;
  - (2) whether particular Plans will be made available to particular categories of employees;
  - (3) whether quotas will apply to the number of employees who may participate in a Plan, and whether quotas will apply to any category of employees;

- (4) the selection arrangements where quotas are imposed; and
  - (5) the commencement date of any Plan.
- (v) Where an employee participating in a Plan is promoted, transferred, seconded or otherwise moved either into another Agency or within their own Agency the Head of the Agency in which the employee is thereafter employed will, after consultation with the employee and taking into account the operational requirements of the Agency, determine whether or not the employee is able to continue on their Plan.
  - (vi) If the Head of Agency determines under subclause (d)(v) that the employee is not able to continue on their Plan, the Head of Agency may forthwith terminate the employee's Plan whereupon the employee becomes entitled to a period of accumulated leave which bears the same proportion to the total leave period of the Plan as the period worked under the Plan bears to the total work period, to be remunerated at the percentage of normal salary payable during the period of the Plan. The employee may apply to the Head of Agency at any time to take that leave, and it is to be granted as soon as can be, consistent with the operational requirements of the Agency.
- (e) How to Participate in SSALS
- (i) Where the Head of an Agency offers a Plan to an employee the employee may elect to participate in the Plan by lodging an election in writing with the Head of Agency in any form which the Head of Agency may approve.
  - (ii) The Head of the Agency may accept or reject an election to participate made in accordance with subclause (e)(i).
  - (iii) The Head of Agency will notify the employee in writing if the employee's election has been disapproved.
  - (iv) Where the employee's election is approved, the Head of Agency will endorse approval on the form of election which was lodged by the employee, and will provide the employee with a copy of that endorsed form.
  - (v) An employee's election under subclause (e)(i) does not entitle the employee to participate in a Plan until it is approved by the Head of Agency in accordance with subclause (e)(iv).
  - (vi) A participating employee wishing to withdraw from a Plan must apply in writing to their Head of Agency who may refuse the application if he or she considers such refusal to be reasonably required to meet the operational requirements of the Agency.

(f) Conditions and Administrative Arrangements

(i) Work Period to be completed prior to Period of Leave

The work period specified in a Plan must be completed before a participating employee can commence the leave period specified in that Plan.

(ii) Suspension of Plan

The Head of Agency on the application of the employee or otherwise can in writing suspend a Plan.

In deciding to suspend a Plan, either on application of the employee or otherwise, the Head of Agency will take into account the employee's circumstances and response to any proposal to suspend, and what is reasonably required to meet the operational requirements of the Agency. Suspension may occur either during the work period or the leave period of the Plan, and will be for such period as may be specified by the Head of Agency in the instrument by which the Plan is suspended.

Where the total period of the Plan comprises five years or more (for example a four over five Plan) the Plan may only be suspended with the agreement of the employee.

An employee is entitled to compensation for reasonable expenses incurred by the employee, but not otherwise recoverable, as a result of the Head of Agency's decision to suspend the Plan otherwise than on the application of the employee.

(iii) Accumulated Leave

Accumulated leave is to be managed in accordance with any legislative requirements and with any guidelines which may be issued by the relevant Head of Agency which are not inconsistent with the SSALS.

A record is to be kept to show at all times the exact amount of the accumulated leave for each participating employee.

On withdrawal from a Plan, the accumulated leave is to be taken immediately or either wholly or in part at a later time approved by the Head of Agency, at the percentage of normal salary payable during the period of the Plan. It is not to be paid out unless the participating employee's employment ends.

Where a participating employee moves to another Agency the exact amount of the accumulated leave and salary for that employee is to be transferred to that Agency not later than twenty working days after the date of movement.

(iv) Payment during the Leave Period

During the leave period the participating employee is to receive salary at the percentage of normal salary payable during the period of the Plan. Normal employment conditions will apply as if the employee was on annual leave. An employee may, on request, receive a lump sum payment in either one or two instalments.

(v) Salary Progression

Salary Progression will continue throughout the period of a Plan.

(vi) Superannuation

Superannuation contributions are to be paid throughout the period of a Plan and in accordance with the rate of salary applicable under the Plan.

It is the responsibility of a participating employee to obtain any personal superannuation advice from the Retirement Benefits Fund Board or from the employee's own adviser(s).

A participating employee's superannuation contributions (where the employee is a contributor to a superannuation scheme other than Retirement Benefits Fund) and entitlements depends upon the employment arrangements for that employee.

An Agency's superannuation responsibilities and financial obligations for participating employees depends upon the nature of the employment arrangements for each participating employee.

(vii) Other Compulsory Deductions from Pay

Compulsory deductions from pay will be made throughout the period of a Plan.

(**'Compulsory deductions'** include garnishees, salary attachments, court orders, etc.)

(viii) Voluntary Deductions from Pay

Voluntary deductions from pay (including life insurance premiums, private health fund premiums, union membership fees etc) made by the Agency at the request of an employee is to continue throughout the period of the Plan.

(ix) Administrative Records

An Agency administering a Plan must maintain proper separate records of accruals based upon that Plan.

(x) Recreation Leave

Recreation leave entitlements accrue throughout the period of the Plan and will be taken otherwise than during the leave period of a Plan at the percentage of normal salary payable during the period of the Plan. Whenever taken, entitlements will be deducted from credits in the normal manner.

(xi) Personal Leave

Personal leave entitlements taken during the period of a Plan will be taken at the rate of salary applicable under the Plan and will be deducted from credits in the normal manner.

Personal leave entitlements will accrue throughout the period of the Plan and access to those entitlements will be in accordance with the Tasmanian State Service Regulations and any relevant Award provisions.

(xii) Parental Leave

Where a participating employee is absent on parental leave, either within the work period of a Plan or during the leave period, the employee's participation in the Plan is not affected by that parental leave. Salary arrangements established by the Plan apply during parental leave.

(xiii) Other Leave

Payment of all other leave entitlements (including leave on account of special circumstances, bereavement leave, leave of absence with or without pay, Defence Force leave, leave for jury service, leave in lieu of overtime, etc) taken during the currency of a Plan will be at the rate of salary applicable under the Plan. Such entitlements will when taken be deducted from credits in the normal manner, and are to be taken otherwise than during the leave period of a Plan.

(xiv) Long Service Leave

Long service leave is provided for in the *Long Service Leave (State Employees) Act 1994*.

Long service leave entitlements accrue throughout the work period of a Plan. The leave period is not to be regarded as a period of employment in calculating length of employment for the purposes of the Act, but is not to be taken as interrupting the continuous employment of a participating employee. Long service leave entitlements are to be taken otherwise than during the leave period of a Plan.

Where a participating employee is absent on long service leave in the work period of a Plan the employee's participation in the Plan is not postponed for

the duration of that long service leave, and salary is to be paid at the rate of salary applicable under the Plan.

(xv) State Service Holidays (Public Holidays)

The leave period of a Plan is to be extended by the number of State Service holidays (public holidays) falling within it.

(xvi) Workers Compensation

A Plan is to be suspended during any period of incapacity for which the worker is entitled to compensation under the provisions of the *Workers Rehabilitation and Compensation Act 1988*, effective from the day before the commencement of the period of incapacity and terminating upon the last day of the incapacity. Upon suspension of a Plan in accordance with this provision, the employee reverts to normal salary entitlement.

(xvii) Cessation of Employment

Where a participating employee ceases to be employed in the Tasmanian State Service, the Plan will thereupon terminate and the Head of the Agency will pay in one lump sum to that former employee, or to that person's estate, the exact amount of that former participating employee's accumulated leave entitlement less the prescribed income tax and any other compulsory deductions not later than twenty working days after termination.

## **7. JURY SERVICE**

- (a) An employee who is required for jury service is to be granted the necessary leave of absence on full pay, and is not permitted to claim jury fees but only those out of pocket expenses (e.g.: parking fees) as determined by the Crown.
- (b) An employee must advise the employer as soon as the notification is received for the requirement to undertake jury service.
- (c) When an employee is required for jury service and is on recreation leave the employee is to be credited with the time occupied with the jury service. The employee is to be permitted to take such recredited recreation leave at the end of the original period of leave or at a later date according to the work demands of the employer.

## **PART VII – UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT**

### **1. UNIFORMS**

- (a) An employee required to wear a uniform in undertaking duties is to be supplied with a sufficient, suitable and serviceable uniform free of cost.
- (b) An employee supplied with a uniform is to return it prior to ceasing employment if required to do so.
- (c) An employee supplied with a uniform is to have it replaced on a “fair wear and tear” basis or such other arrangement as may be determined by the employer.

### **2. PROTECTIVE CLOTHING, EQUIPMENT, TOOLS AND PERSONAL EFFECTS**

- (a) An employee required to wear protective clothing, including wet weather gear, in undertaking duties is to be supplied with protective clothing free of cost, either through a reimbursement of expenses or through direct purchase by the agency.
- (b) An employee supplied with protective clothing or wet weather equipment is to return it prior to ceasing employment if required to do so.
- (c) All tools and equipment that are ordinarily required for the necessary performance of an employee's duties are to be supplied by the employer, either through a reimbursement of expenses or through direct purchase by the agency.
- (d) Where in the performance of an employee's duties an employee's clothing, spectacles, hearing aids or tools relevant to the work performed are damaged or destroyed compensation is to be made by the employer to the extent of the loss sustained.
- (e) Compensation is not payable in circumstances where an employee is entitled to claim for the loss sustained by way of the *Workers' Rehabilitation and Compensation Act 1988*.

### **3. CLOTHING AND FOOTWEAR ALLOWANCE FOR CASUAL EMPLOYEES ENGAGED IN BUSHFIRE FIGHTING**

- (a) Casual employees who commence fire duty in any one year shall be compensated for accelerated wear and tear on footwear and clothing and shall be reimbursed an amount of \$9.88 per day to a maximum of \$101.00 per annum.
- (b) The amounts prescribed in (a) are not payable to employees who are supplied with safety footwear and protective clothing free of charge.
- (c) Where one of the above items are provided the amount payable shall be halved.

## **PART VIII – AWARD COMPLIANCE AND UNION MATTERS**

### **1. RIGHT OF ENTRY FOR UNION OFFICIALS**

Right of entry for union officials is in accordance with the provisions of section 77 of the *Industrial Relations Act 1984* (as amended).

### **2. WORKPLACE DELEGATES**

- (a) Workplace union delegates will have recognition by the employer through:
- (i) 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.
  - (ii) 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.
  - (iii) The right to have workplace union structures, such as delegates' and worksite committees, recognised and respected.
  - (iv) The right to represent members on workplace issues.
  - (v) The right to representation on consultative committees, genuine consultation and reasonable access to information about the workplace.
  - (vi) The right to reasonable paid time:
    - (1) to represent the interests of members to the employer;
    - (2) to represent the interests of members in industrial tribunals;
    - (3) to consult with union members;
    - (4) to participate in the operation of the union;
    - (5) to research and prepare prior to all negotiations with management;
    - (6) an opportunity to explain the benefits of union membership to employees including new employees at the time they enter into employment.
  - (vii) The right to call meetings of members and invite non-members to discuss union business.
- (b) Workplace delegates are to 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.
- (c) Workplace delegates are to 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 paragraph (i) above.
  - (iii) The skills acquired by an employee undertaking the role of a workplace delegate form part of the evaluation criteria for performance management, salary progression and overall career advancement wherever those identified skills are also required by the classification band of that delegate.
  - (iv) The employee is to notify the employer of the skills acquired and their relevance for the evaluation of performance and for salary progression
- (d) Workplace delegates' roles may extend beyond the workplace and the delegates are to 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 co-ordinating 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 is not to constitute a break in service for other purposes. Delegates will be entitled to undertake the duties which they undertook immediately before taking up such positions with the union.

### **3. NOTICE BOARD**

The employer is to permit a notice board of suitable size to be erected in its offices, workshops and/laboratories to facilitate communication on work place issue between employees and/or their unions.

### **4. RECORDS OF EMPLOYMENT**

The employer is to maintain records of employment as required by section 75 of the *Industrial Relations Act 1984*.

## **PART IX – CONSULTATION AND CHANGE: GRIEVANCE AND DISPUTE RESOLUTION**

### **1. CONSULTATION AND CHANGE**

- (a) Where an Agency proposes major changes in work arrangements and practices that are likely to have significant effects on employees the Agency is to notify the employees who may be affected by the proposed changes and the relevant union/s prior to the implementation of any changes.
- (b) Major change in work arrangements and practices that are likely to have significant impact on employees include those matters that may be directly linked to public sector restructuring processes including amalgamations and the implementation of new technologies, systems and workplace practices that improve productivity and efficiency and the quality and quantity of organisational outcomes.
- (c) The employer is to consult with the relevant employees and relevant union/s to discuss the introduction of any changes referred to in subclause (b) and the effects the changes are likely to have on employees and measures proposed to avoid or reduce the adverse effects of such changes on employees.
- (d) For the purposes of this clause, consultation is not simply advice on what is about to happen. Consultation is providing the employee(s), union(s) or other relevant persons, with genuine opportunity to influence the decision or decision maker. Consultation is not joint decision making or a barrier to the prerogative of management to make decisions. The employee(s), union(s), or other relevant persons must be given a reasonable opportunity to suggest alternative proposals in a timely manner. The employer is to give proper consideration to any alternative proposals, and communicate these considerations to the proposer(s).
- (e) A register of changes made by agencies following the processes of this clause is to be maintained by the employer.

### **2. NO DISADVANTAGE**

It is a term of this Award that no employee is to be disadvantaged by the making of this award or by the implementation of the new classification structure and any associated review process including salary levels that employees were expected to progress to under the previous employment arrangements. This guarantee will be subject to normal satisfactory performance as required in the previous arrangements to access salary progression points.

### **3. GRIEVANCE AND DISPUTE SETTLING PROCEDURE**

- (a) When a possible dispute or grievance arises the employee(s) should in the first instance discuss the issue(s) with their immediate supervisor.

- (b) The employee(s) may choose to be represented or assisted with the issue(s) by a workplace union delegate or by another person.
- (c) Should discussions fail to resolve the grievance /dispute, the issue(s) may be referred to the appropriate union (if applicable) and to management representatives.
- (d) If the issue(s) remains unresolved, either party may refer the dispute /grievance to the Tasmanian Industrial Commission for conciliation /arbitration and settlement.
- (e) Whilst a dispute/grievance is being dealt with through this process the status quo will remain and work will continue without disruption.
- (f) However 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.
- (g) Further the operation of this clause does not remove or lessen the right of an employee to seek redress through the provisions of the *State Service Act 2000* of any other applicable legislation.

Tim Abey  
**ACTING PRESIDENT**

10 August 2012

## APPENDIX 1 – TRANSLATION ARRANGEMENTS

### 1. TRANSLATION OF CLASSIFICATIONS UNDER THE FOUR STREAM AWARDS

#### (a) General Information about Translation from the Previous Four Stream Awards

- (i) In this clause, '**translation**' refers the process of moving from the previous classification structure under the Operational Employees Award and the Technical Employees Award, to the new classification structure under this award.
- (ii) Initial movement to new streams is on a point-to-point basis effective from 27 November 2008.
- (iii) Reclassification of a substantive level as a result of the Review Process is regarded as a translation change and the employee is translated accordingly with effect from the first full pay period commencing on or after 5 March 2009.

**PROVIDED** that arrangements for targeted occupational groups under clause 2 of this Appendix may result in an employee being classified at a different band level.

- (iv) All salary increases due to translation under this clause are effective from the first full pay period on or after the translation date.
- (v) Where an employee is to progress to a higher level within a band, in accordance with Clause 4 - Advancement Assessment and Progression - in Part II – SALARIES AND RELATED MATTERS on a date that coincides with a scheduled translation date, the progression is deemed to have occurred first and then translation may occur, if indicated.

Salary increases due to normal progression (not translation) are effective immediately.

- (vi) The actual salary payable to an employee will depend on a number of factors, including:
  - (1) Whether or not the employee was an employee at 27 November 2008;
  - (2) The previous classification of the employee, including personal classification, at 30 November 2008;
  - (3) The salary increment level for the employee at 27 November 2008;
  - (4) Whether or not the employee's salary was at the highest increment level at 27 November 2008, for 12 months or more;
  - (5) The employee's anniversary date of appointment;

- (6) Advancement assessment and progression processes; and
- (7) Other relevant factors.

**2. TRANSLATION AND TARGETED OCCUPATIONAL GROUPS (TOGS)**

- (a) Initial movement to new streams on a point-to-point basis effective from 27 November 2008.
- (b) The parties commit to a complete review as per the list of targeted occupational groups (TOGs) prior to 27 November 2008. Agencies will consult with relevant unions prior to the relevant date.
- (c) Translation to new classifications resulting from outcome of TOGs reviews, review process and determinations by Agencies on assessment against new standards will be effective from the first full pay period commencing on or after 5 March 2009.
- (d) A merit selection process is to occur in line with normal arrangements. The employer will prescribe procedures and requirements for Agency submissions to create duties for these classification bands.
- (e) Arrangements to be made for joint reviews (between government and unions) to accommodate new occupational groups that evolve, or further TOGs that are identified and agreed, however, date of effect of any new classifications outside review process is the date of approval after 5 March 2009.
- (f) Translation arrangements for specific groups as at the first full pay period commencing on or after 5 March 2009 are notified in a separate table.

Present List of Targeted Occupational Groups:

<u>Agency</u>	<u>Targeted Occupational Groups</u>
Department of Environment, Parks, Heritage and the Arts	Works Crew, Track-workers, Fire-fighters Royal Botanical Gardens Staff

**3. REVIEW PROCESS**

- (a) Introduction
  - (i) Agencies are to develop a plan for identifying and implementing translation to the new structure as early as is practical up to 5 March 2009.

- (ii) Timeframes indicated below should be met by the parties. However, where extenuating circumstances can be demonstrated the parties can agree to an extension of time.

(b) Employee Notification (Initial)

- (i) Employees in Targeted Occupational Groups to be notified of the translation outcome of the review and the classification band and salary levels of translation prior to 27 November 2008.
- (ii) Other employees to be notified of the classification band to which they are to be translated and the translated salary level, or of the timeframe for this advice, prior to 27 November 2008. Notification of the translation outcome is to be provided no later than 5 March 2009.
- (iii) Where necessary Statements of Duties are to be reviewed and assessed by 5 March 2009.
- (iv) Employees are to be notified if the timelines of 5 March 2009 will not be achieved in relation to Statements of Duties review and timelines for completion.
- (v) The date of effect will be the first full pay period commencing on or after 5 March 2009 for outcome from any review, review process and translation to new classification structure.

(c) Review Application Process

- (i) Where an employee has issues or grievances with their duties and responsibilities or translation classification band, they have 14 calendar days to initiate a discussion at a local level with their manager, with reference by the manager to the Agency translation team.
- (ii) To initiate this discussion an agreed template to record key details of the role, responsibilities and duties is to be used. Outcomes to be notified to the individual employee based on the template and reasons for this outcome by the Agency within 14 calendar days.
- (iii) If dissatisfied, an application for review may be lodged by the employee within 28 calendar days of receipt of notification of the outcome under subclause (b)(ii) above.
- (iv) The application for review is to be in accordance with the agreed template and is to specify the grounds for review, either:
  - Actual duties and responsibilities were not agreed; or
  - Disagreement with the assessment of classification band.

(v) Application for review to be submitted to Director/Manager HR for registration.

(d) Internal Agency Review Process

(i) Internal Agency review is to be undertaken and signed off by Director/Manager HR, providing recommendations to Head of Agency or delegate.

(ii) The employee is to be notified of the outcome of internal review within 28 calendar days of receipt of review application.

(iii) If the 28 calendar days timeframe is not achieved the employee is to be advised of the timeframe.

(e) External Review (If Dissatisfied With Internal Review)

(i) Reviews in relation to disputes relating to actual duties and responsibilities to be referred to the State Service Commissioner (SSC) within 14 calendar days of the notification of the outcome under(c)(ii) above.

(ii) Initial employee application and Agency internal review report to be supplied to the SSC.

(iii) After the SSC decision/outcome is notified, employee may seek review of the classification band to the Tasmanian Industrial Commission within 14 calendar days of the notification of the outcome under subclause (d)(i) above.

(iv) Reviews in relation to disputes about the assigned classification to be referred to the Tasmanian Industrial Commission within 14 calendar days of the notification of the outcome under subclause (d)(ii) and e(iii) above.

(f) Date of Effect

The date of effect for changes to classification in this process is to be the first full pay period commencing on or after 5 March 2009.

(g) Translation

Reclassification of a substantive level as a result of the Review Process is regarded as a translation change and the employee is translated accordingly with effect from the first full pay period commencing on or after 5 March 2009.



**APPENDIX 2**

**PARKS AND WILDLIFE SERVICE**  
**FIRE CREW - INTERIM TRANSLATION STRUCTURE**

(1) The Interim Translation Structure for the classification of Fire Crew employees is as specified in Table 1:

**Table 1**

<b>AWU class</b>	<b>Salary 5 March '09</b>	<b>Interim Classification</b>	<b>Interim Salary</b>
AWU 2 - Operator	\$36,486	B2-R1-1	\$41,938
AWU 3 - Advanced Operator	\$38,355	B2-R1-1 and B2-R1-3	\$41,938 and \$43,679
Crew Leader	\$47,341	B3-R1-3	\$49,371

**FIRE CREW - FINAL OPERATIONAL STRUCTURE**

(2) The final line management and operational structure for the Fire Crew is as specified in Table 2:

**Table 2**



- 2.1 The number of Band 3 positions within the Fire Crew will be determined by the requirement for skills at that level. This will be determined by allocated budgets and the works programs of the Parks and Wildlife Service.
- 2.2 The number of Band 4 positions will be determined by the required number of supervisors for fire-fighters (Bands 1, 2 and 3), which will generally be in a ratio of 1: 5.

2.3 Subject to the provisions of this clause, Fire crew employees advance from Band 1 to Band 2 and from Band 2 to Band 3 by satisfying the qualifications and experience criteria specified in Tables 3 and 4.

**Table 3**

Criteria required for advancement or promotion for Fire Crew duties.

<p><b>Band 1-R2</b> <b>Fire-fighter</b></p>	<p><b>Essential Qualifications:</b></p> <ul style="list-style-type: none"> <li>▪ Successful completion of the fire-fighter fitness assessment at the 'Arduous' level (4.83 km walk carrying 20.5 kg in 45 minutes or less).</li> </ul>
<b>Advanced Assessment Point</b>	
<p><b>Band 2</b> <b>Fire-fighter</b></p>	<p><b>Desirable Qualifications:</b></p> <ul style="list-style-type: none"> <li>▪ Complete requirements for Certificate II - Public Safety (fire-fighting operations) – units specified in Table 4</li> <li>▪ 6 units of Certificate III - Public Safety (fire-fighting operations) – units specified below</li> </ul> <p><b>Essential Qualifications:</b></p> <ul style="list-style-type: none"> <li>▪ Successful completion of the fire-fighter fitness assessment at the 'Arduous' level (4.83 km walk carrying 20.5 kg in 45 minutes or less).</li> <li>▪ Minimum of 1000 hours fire-fighting experience</li> <li>▪ Medium Rigid licence</li> <li>▪ Remote Area First Aid</li> </ul> <p><b>Advanced Assessment Point Criteria:</b></p> <ul style="list-style-type: none"> <li>▪ Advancement to Band 2 is subject to meeting essential qualifications and demonstrated, in the workplace, skill and competence to undertake Band 2 tasks.</li> </ul>
<b>Advanced Assessment Point</b>	
<p><b>Band 3</b> <b>Advanced Fire-fighter</b></p>	<p><b>Essential Qualifications:</b></p> <ul style="list-style-type: none"> <li>▪ Successful completion of the fire-fighter fitness assessment at the 'Arduous' level (4.83 km walk carrying 20.5 kg in 45 minutes or less).</li> <li>▪ Minimum of 1500 hours fire-fighting experience or 3 seasons in fire crew (or equivalent)</li> <li>▪ Complete requirements for Certificate II and Certificate III - Public Safety (fire-fighting operations) – units specified in Table 4</li> <li>▪ 3 units of Certificate IV - Public Safety (fire-fighting supervision) – units specified in Table 4</li> <li>▪ Tree Fallers</li> <li>▪ Medium Rigid licence</li> <li>▪ Remote Area First Aid</li> </ul> <p><b>Advanced Assessment Point Criteria:</b></p> <ul style="list-style-type: none"> <li>▪ Advancement to Band 3 is subject to meeting essential qualifications and the following:               <ul style="list-style-type: none"> <li>(a) the employer has determined that operational resources are required at Band 3 in addition to the number of employees currently available to undertake those duties;</li> </ul> </li> </ul>

	(b) the employee has demonstrated, in the workplace, skill and competence to undertake all Band 3 tasks; and (c) selection to be based on merit, by an internal selection process, if more than one employee expresses interest in the position.
	<b>Promotion</b>
<b>Band 4-R1</b>  <b>Fire Crew Supervisor</b>	<p><b>Essential Qualifications:</b></p> <ul style="list-style-type: none"> <li>▪ Successful completion of the fire-fighter fitness assessment at the 'Arduous' level (4.83 km walk carrying 20.5 kg in 45 minutes or less).</li> <li>▪ Minimum of 2000 hours fire-fighting experience or 6 seasons in fire crew (or equivalent)</li> <li>▪ Minimum of 2 seasons providing instruction and guidance to inexperienced fire-fighters for minimum of 50 days with 10 individuals</li> <li>▪ Complete requirements for Certificate II and Certificate III - Public Safety (fire-fighting operations) – units specified in Table 4</li> <li>▪ Complete requirements for Certificate IV - Public Safety (fire-fighting supervision) – units specified in Table 4</li> <li>▪ Tree Fallers</li> <li>▪ Medium Rigid licence</li> <li>▪ Remote Area First Aid</li> </ul> <p><b>Promotion Criteria:</b></p> <ul style="list-style-type: none"> <li>▪ Promotion to Band 4 is subject to meeting essential qualifications and the existence of a vacancy in the Fire Crew.</li> </ul>

**Table 4**

Specified units for Certificates in Public Safety (Fire-fighting Operations) required for Fire Crew positions.

<b>Fire-fighter – Band 2</b>	<b>Advanced Fire-fighter – Band 3</b>	<b>Fire Crew Supervisor – Band 4</b>
<u>Certificate II</u> <b>4 core units:</b> PUAFIR201B Prevent injury PUAFIR204B Respond to wildfire PUAEQU001B Prepare, maintain and test response equipment PUATEA001B Work in a team  <b>Plus 8 elective units all of which are PWS nominated:</b> PUAOHS001C Follow defined OHS policies and procedures	<u>Certificate II</u> units as per Band 2  <u>Certificate III</u> units as per Band 2 plus:  <b>2 remaining core units:</b> PUAFIR301B Undertake community safety activities PUATEA002B Work autonomously  <b>As per Band 2 plus a further 4 PWS nominated units:</b> RTE3506A Monitor weather conditions	<u>Certificate II</u> units as per Band 2  <u>Certificate III</u> units as per Band 2 and Band 3  <u>Certificate IV</u> units as per Band 3 plus:  <b>1 remaining core unit:</b> PUATEA003B Lead, manage and develop teams  <b>Plus 2 PWS nominated elective unit:</b> PUAFIR407B Conduct

<p>PUAOPE002B Operate communications and equipment systems</p> <p>PUAEME001B Provide emergency care <u>together with</u> Workplace First Aid Level 2</p> <p>PUATEA004C Work effectively in a public safety organisation</p> <p>PUACOM001C Communicate in the workplace</p> <p>SRODRV001B Drive and recover a 4WD vehicle</p> <p>PUALAW001B Protect and preserve incident scene</p> <p>FPICOT2221A Trim and cross-cut felled trees</p> <p><b>Additional nominated units from another package:</b></p> <p>RTC2301A Undertake operational maintenance of machinery</p> <p>RTC2307A Operate machinery and equipment</p> <p><b>Additional elective units may be selected as appropriate:</b></p> <p>PUAFIR209B Work safely around aircraft</p> <p>PUAFIR210B Undertake hover-exit operations from helicopter</p> <p>BCCCM2013C Control traffic with a stop-slow bat</p> <p>PUAFIR202B Respond to isolated/remote structure fire</p> <p><u>Certificate III</u></p> <p><b>2 of 4 core units:</b></p> <p>PUAOHS002B Maintain safety at an incident site</p> <p>PUAFIR303B Suppress wildfire</p>	<p>PUACOM003B Manage information</p> <p>TAADEL301A Provide training through instruction and demonstration of work skills</p> <p>TAAASS301B Contribute to assessment</p> <p><b>Additional elective units, according to locations/roles:</b></p> <p>PUAFIR313B Operate aviation support equipment</p> <p>PUAFIR315B Navigate from an aircraft</p> <p>PUACOM005B Foster a positive organisational image in the community</p> <p><b>Additional PWS nominated units:</b></p> <p>FPIFGM3204A Fall trees manually (intermediate)</p> <p>FPIFGM3205A Fall trees manually (advanced)</p> <p><u>Certificate IV</u></p> <p><b>2 of 3 core units:</b></p> <p>PUAOPE001B Supervise response</p> <p>PUAOPE004B Conduct briefings/debriefings</p> <p><b>Plus 1 of 8 electives - PWS nominated</b></p> <p>PUAFIR406B Develop prescribed burning plans</p>	<p>prescribed burning</p> <p>BSBFLM402A Show leadership in the workplace</p> <p><b>As per Band 3 plus 5 elective units from the following:</b></p> <p>PUAFIR401B Obtain incident intelligence</p> <p>PUAFIR405B Collect, analyse and provide regulatory information</p> <p>PUAMAN002B Administer workgroup resources</p> <p>PUAEMR001B Establish context and develop risk evaluation criteria</p> <p>PUACOM011B Develop community awareness networks</p> <p>PUACOM012B Liaise with the media at local level</p> <p>PUAFIR408B Plan aircraft operations</p> <p>PUAFIR409B Develop air attack strategies</p> <p>BSBFLM403A Manage effective workplace relationships</p> <p>BSBFLM406A Implement workplace information system</p> <p>TAADEL402B Facilitate group-based learning</p> <p>TAAASS402B Assess competence</p>
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<p><b>4 of eight PWS nominated elective units</b>  PUAFIR309B Operate pumps  PUAOPE003B Navigate in urban and rural environments  PUAVEH001B Drive vehicles under operational conditions  FPICOT3202A Navigate in a remote or trackless area</p>		
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(5) The Agency responsible for the administration *National Parks and Reserves Management Act 2002* is to use all reasonable practicable means to provide relevant assessors and assessment processes to enable the Fire Crew to achieve the relevant qualification and competencies required to meet the criteria specified in the Tables 3 and 4 within 12 months of the operation of this Agreement.

(6) The classification of individual Fire-fighters employees according to the Interim Translation Structure is as follows:

B2-R1-1 Clancie Cleaver  
Jeremy Coles  
Adam Burt  
Andrew Cargill  
Neville Ward

B2-R1-3 Linda Walker  
Daral Petersen

B3-R1-3 Shane Mundy  
Rob Watson  
James Shaw

**APPENDIX 3**

**ROYAL TASMANIAN BOTANICAL GARDENS  
TRANSLATION STRUCTURE**

The Translation Structure for the classification of Royal Tasmanian Botanical Gardens operational employees is as specified in Table 1:

**Table 1**

<b>Current Classification</b>	<b>Classification level</b>	<b>27/11/2008</b>	<b>Role Title</b>	<b>Translated Band</b>	<b>Salary 5/03/2009</b>
		4.0%			
<b>Trainee</b>	<b>wbg01</b>	\$34,606	Apprentice RTBG	Band 1-R2-1	\$36,574
<b>Trades Assistant</b>	<b>wbg02</b>	\$36,369			
<b>Advanced Trades Assistant</b>	<b>wbg03</b>	\$37,898	Horticultural Assistant/Estate Assistant	Band 2-R1-1	\$41,938
<b>Trades</b>	<b>wbg04</b>	\$39,376	Horticulturalist/Arborist	Band 3-R1-1	\$47,437
<b>Advanced Trades</b>	<b>wbg05</b>	\$44,747	Supervisor-(Nursery), TL-Arbor, TL-Nursery, TL-North, TL-East, TL-Estate	Band 4-R1-B	\$52,276

**APPENDIX 4**

**PARKS AND WILDLIFE SERVICE  
(WORKS CREW & TRACK WORKERS)  
TRANSLATION STRUCTURE**

The Translation Structure for the classification of the Works Crew and Track workers employed in the Parks and Wildlife Service is as specified in Table 1\*:

**Table 1**

<b>Current Classification</b>	<b>Classification level</b>	<b>27/11/2008</b>	<b>Role Title</b>	<b>Translated Band</b>	<b>Salary 5/03/2009</b>
		4.0%			
<b>Trainee</b>	<b>wcob01</b>	\$31,345	Gatekeeper, Track worker (entry level)	Band 1-R2-1	\$36,574
<b>Operator</b>	<b>wcob02</b>	\$35,947	Track worker L2		
<b>Adv Operator</b>	<b>wcob03</b>	\$37,788	Advanced Operator Works Crew, Track worker L3	Band 2-R1-1	\$41,938
<b>Supervisor</b>	<b>wcob04</b>	\$46,641	Supervisor Works Crew, Senior Track worker L4	Band 3-R1-1	\$47,437

\* The "Works Crew" translation is as follows.:

Barry Smith - B2-R1-1

\* The classification for the following employees is subject to the Review Process of this Award:

Vern Allen  
Willy Gale  
Tony Atkins