TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984
s 23 application for award or variation of award

Tasmanian Trades and Labor Council
(T15150 of 2024)

PRESIDENT BARCLAY
DEPUTY PRESIDENT N ELLIS
COMMISSIONER T LEE HOBART, 14 AUGUST 2024

Wage Rates - Tasmanian minimum wage rate determined at $915.90 pw – s 47AB - supported wage varied to $106.00 pw –training wage increases by 3.75% – operative date from the first full pay period commencing on or after 1 August 2024

ORDER BY CONSENT -

TASMANIAN STATE SERVICE AWARD

No. 6 of 2024
(Consolidated)

THE FOLLOWING CLAUSES ARE VARIED AND THE AWARD IS CONSOLIDATED:

IN PART I – APPLICATION AND OPERATION OF AWARD
CLAUSE 4 – DATE OF OPERATION
CLAUSE 6 – SUPERSESSION

IN PART II – SALARIES AND RELATED MATTERS
CLAUSE 8 – SUPPORTED WAGE SYSTEM FOR PERSONS WITH DISABILITIES
Clause 13 – TASMANIAN MINIMUM WAGE

PART I – APPLICATION AND OPERATION OF THE AWARD

1. TITLE

This award is to be known as the "Tasmanian State Service Award".

2. SCOPE

This award is to apply to all persons employed under the *State Service Act* 2000 and for whom a classification is contained in this award, except for employees for whom a classification is contained in another award of the Tasmanian Industrial Commission.

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4. DATE OF OPERATION

This award shall come into operation from 1 August 2024.

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*:

(i) The Association of Professional Engineers, Scientists and Managers, Australia;

(ii) The Australian Education Union, Tasmanian Branch;

(iii) The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union;

(iv) The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia;

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

(vi) The Construction, Forestry, Mining and Energy Union, Tasmanian Branch;

(vii) The Health Services Union, Tasmania Branch;

(viii) Transport Workers' Union of Australia (Victorian/Tasmanian Branch); and

(ix) United Workers' Union, Tasmanian 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.

6. SUPERSESSION

This award supersedes the Tasmanian State Service Award No. 5 of 2024 (Consolidated).

PROVIDED that no entitlement accrued or obligation incurred is to be affected by the supersession.

7. DEFINITIONS

In this award, unless the contrary intention appears:

'Casual employee' means a fixed term casual employee as defined by Part 1, clause 8 of this Award.

'Employee' means a person who is employed pursuant to the provisions of sections 37(3)(a) and 37(3)(b) of the *State Service Act* 2000.

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

'Normal salary rate' means an employee's normal salary exclusive of all allowances and penalty payments as prescribed by Part II – Salary and Related Matters, Clause 3 Salaries of this Award.

'Ordinary Hours of Work' means the ordinary hours of work for a full time employee are 36¾ hours per week. However where a full time employee is required by an industrial instrument to work 38 hours per week, 38 is to be substituted for 36¾ [or fraction thereof] in all relevant parts of this award.

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.

'Fixed-term casual employee' means a person engaged on an irregular basis and at short notice and where the offer of 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 in addition to the normal salary rate in lieu of paid leave entitlements and Holidays with Pay as prescribed by Part VIII – Leave and Holidays with Pay of this award. The loading paid to a casual employee is set out in Part II – Salaries and Related Matters, Clause 1 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.

(c) Notice of termination by Employee and Employer

(i) Notice of termination by employee

Employment is to be terminated by an employee by the giving of two week's notice to the employer or by the forfeiture of two weeks wages as the case may be.

(ii) Notice of termination by the employer

(1) Employment is to be terminated by the employer by the giving of notice in accordance with the following table:

(2)

Period of Service	Period of Notice
From commencement and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

(3) In addition to the period of notice provided an employee aged 45 years and older with 2 or more years of service is entitled to an additional week's notice.

(4) Payment in lieu of the period of notice must be made if the appropriate period of notice is not given or in circumstances where it is agreed the period of notice is to be waived and payment in lieu substituted.

(d) Summary Dismissal

The employer has the right to dismiss an employee for serious misconduct or serious neglect of duty and in such circumstances the normal salary rate, allowances, penalty payments and accrued entitlements are to be paid up to the time of dismissal only.

(e) A casual employee is to be given a minimum of three hours work or pay on each occasion they are required to attend work unless otherwise mutually agreed by the employee, employer and relevant union, except for casual employees employed in the following roles who are to be given a minimum of two hours work, to be worked continuously, or pay on each occasion they are required to attend work unless otherwise mutually agreed by the employee, employer and relevant union:~~.~~

(i) School Crossing Patrol Officers in the Department of State Growth;

(ii) Experience Program Guides in Tourism Tasmania working an engagement to undertake one of the following duties:

(1) Guide Handover

(2) Guide Report

(3) Airport Meet and Greet

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. WORK, HEALTH AND SAFETY

(a) For the mutual benefit of the parties the employer and employees are required to acknowledge, commit to and assume responsibility for maintaining a safe and healthy work environment in accordance with applicable legislation.

(b) The employer and employees will aim to achieve best practice in preventing and minimising workplace injuries, illnesses and absences from work in order to:

(i) Improve workplace health and safety performance;

(ii) Improve return to work performance; and

(iii) Minimise human and workplace costs of injury or illness.

(c) Extended absence from the workplace through illness or injury

Subject to any specific medical advice and consistent with employee well-being, a manager or an appropriate person nominated for this purpose, is to maintain regular

contact with an employee who is absent from work for any period exceeding five working days due to personal injury, illness or workers' compensation.

The role of the designated person is to provide appropriate support, advice and assistance to the employee to enable their return to work at the earliest opportunity and if need be, offer advice as to entitlements and any impending workplace changes.

This sub-clause is part of a positive workplace culture in assisting the employee's return to the workplace.

Without limiting the employer's obligations, where an employee indicates the contact is counterproductive the manager is to cease this approach.

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:

'Annual salary' ÷ by the number of 'working days in a relevant financial year' multiplied by 10

'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 1/73.5 of the salary calculated above.

(a) Calculation of Hourly Rate for Casual Employees

(i) Subject to sub-clause (a) of this clause, the hourly rate of pay to be paid to a casual employee is to be calculated is 1/73.5 of the salary calculated above.

(ii) Further a casual employee is to be paid shift allowances calculated on the normal salary rate excluding the casual loading, with the casual loading component then added to the new rate of pay; and

(iii) A casual employee is to be paid overtime penalty rates calculated on the normal salary rate excluding the casual loading, with the casual loading component then added to the penalty rate of pay; and

(iv) A casual employee engaged to work on a Holiday with Pay is to be paid the penalty rate for the normal salary rate for work on that day or part day, with the casual loading component then added to the penalty rate of pay.

(d) Casual Loading

The casual loading for employees is:

(a) 20% in effect at the date of operation of this Award

(b) 23% effective from the first full pay period commencing on or after 1 July 2014; and

(c) 24% effective from the first full pay period commencing on or after 1 July 2015; and

(d) 25% effective from the first full pay period commencing on or after 1 July 2016.

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 for the General Stream

General Stream

Band	Salary effective from ffppcooa 1/12/2019	Salary effective from ffppcooa 1/12/2020	Salary effective from ffppcooa 1/12/2021	Salary effective from ffppcooa 1/12/2022
B1-R1-1	$44,838	$45,869	$46,947	$50,143
B1-R1-3	$47,948	$49,051	$50,204	$53,514
B1-R2-2	$51,052	$52,226	$53,453	$56,876
B1-R2-4	$53,971	$55,212	$56,509	$60,039
B1-R2-5	$54,742	$56,001	$57,317	$60,876
Promotion				
B2-R1-2	$56,640	$57,943	$59,305	$62,933
B2-R1-3	$57,681	$59,008	$60,395	$64,061
B2-R1-4	$58,770	$60,122	$61,535	$65,241
B2-R1-5	$60,199	$61,584	$63,031	$66,790
B2-R1-6	$61,069	$62,474	$63,942	$67,732
Promotion				
B3-R1-2	$63,614	$65,077	$66,606	$70,490
B3-R1-3	$64,886	$66,378	$67,938	$71,868
B3-R1-4	$66,138	$67,659	$69,249	$73,225
B3-R1-5	$67,857	$69,418	$71,049	$75,088
B3-R1-6	$68,878	$70,462	$72,118	$76,195

Promotion				
B4-R1-2	$71,248	$72,887	$74,600	$78,246
B4-R1-3	$73,103	$74,784	$76,541	$80,255
B4-R1-4	$75,062	$76,788	$78,593	$82,379
Advanced Assessment Point				
B4-R2-2	$76,329	$78,085	$79,920	$83,752
B4-R2-3	$78,314	$80,115	$81,998	$85,903
B4-R2-4	$80,933	$82,794	$84,740	$88,741
B4-R2-5	$82,152	$84,041	$86,016	$90,062
Promotion				
B5-R1-2	$85,575	$87,543	$89,600	$93,771
B5-R1-3	$87,739	$89,757	$91,866	$96,116
Advanced Assessment Point				
B5-R2-1	$88,994	$91,041	$93,180	$97,476
B5-R2-2	$89,811	$91,877	$94,036	$98,362
Promotion				
B6-R1-2	$93,939	$96,100	$98,358	$102,836
B6-R1-3	$95,818	$98,022	$100,326	$104,872
B6-R1-4	$98,948	$101,224	$103,603	$108,264
Advanced Assessment Point				
B6-R2-2	$101,469	$103,803	$106,242	$110,995
B6-R2-3	$103,255	$105,630	$108,112	$112,931
B6-R2-4	$105,031	$107,447	$109,972	$114,856
B6-R2-5	$106,375	$108,822	$111,379	$116,312
Promotion				
B7-R1-2	$111,512	$114,077	$116,758	$121,880
B7-R1-3	$113,742	$116,358	$119,092	$124,295
Advanced Assessment Point				
B7-R2-2	$116,017	$118,685	$121,474	$126,761
B7-R2-3	$117,415	$120,116	$122,939	$128,277
Promotion				
B8-R1-2	$121,429	$124,222	$127,141	$132,626
B8-R1-3	$123,858	$126,707	$129,685	$135,259
Advanced Assessment Point				
B8-R2-2	$128,231	$131,180	$134,263	$139,997
B8-R2-3	$129,689	$132,672	$135,790	$141,578
Promotion				
B9-R1-2	$147,268	$150,655	$154,195	$160,627
B9-R1-3	$154,278	$157,826	$161,535	$168,224
B9-R1-4	$161,291	$165,001	$168,879	$175,825
B9-R1-5	$162,916	$166,663	$170,580	$177,585
Promotion				
B10-R1-2	$173,690	$177,685	$181,861	$189,261
B10-R1-3	$181,962	$186,147	$190,521	$198,224
B10-R1-4	$190,233	$194,608	$199,181	$207,187
B10-R1-5	$192,001	$196,417	$201,033	$209,104

(i) The salaries specified in the table below are payable to employees according to the classification of the duties assigned to employees as specified by the classification descriptors in Part III- Classification and Related Matters of this Award. On appointment an employee's range and level within a classification band is to be determined by the employee's qualifications, skill and experience.

(ii) The following table shows the salaries applicable to employees classified according to the General Stream descriptors:

(b) Salaries for the Professional Stream

(i) The salaries specified in the table below are payable to employees according to the classification of the duties assigned to employees as specified by the classification descriptors in Part III- Classification and Related Matters of this Award. On appointment an employee's range and level within a classification band is to be determined by the employee's qualifications, skill and experience.

(ii) The following table shows the salaries applicable to employees classified according to the Professional Stream descriptors:

Professional Stream

Band	Salary effective from ffppcooa 1/12/2019	Salary effective from ffppcooa 1/12/2020	Salary effective from ffppcooa 1/12/2021	Salary effective from ffppcooa 1/12/2022
P1-R1-2	$64,886	$66,378	$67,938	$71,868
P1-R1-3	$69,978	$71,587	$73,269	$76,868
P1-R1-4	$73,103	$74,784	$76,541	$80,255
P1-R1-5	$76,329	$78,085	$79,920	$83,752
P1-R1-6	$80,933	$82,794	$84,740	$88,741
P1-R1-7	$83,897	$85,827	$87,844	$91,954
Advanced Assessment Point				
P2-R1-1	$87,739	$89,757	$91,866	$96,116
P2-R1-2	$91,432	$93,535	$95,733	$100,119
P2-R1-3	$95,818	$98,022	$100,326	$104,872
P2-R1-4	$98,948	$101,224	$103,603	$108,264
P2-R1-5	$101,469	$103,803	$106,242	$110,995
P2-R1-6	$103,255	$105,630	$108,112	$112,931
Advanced Assessment Point				
P2-R2-1	$105,031	$107,447	$109,972	$114,856
P2-R2-2	$106,375	$108,822	$111,379	$116,312
Promotion				
P3-R1-2	$111,512	$114,077	$116,758	$121,880
P3-R1-3	$113,742	$116,358	$119,092	$124,295
Advanced Assessment Point				
P3-R2-2	$116,017	$118,685	$121,474	$126,761
P3-R2-3	$117,415	$120,116	$122,939	$128,277
Promotion				
P4-R1-2	$121,429	$124,222	$127,141	$132,626
P4-R1-3	$123,858	$126,707	$129,685	$135,259
Advanced Assessment Point				
P4-R2-2	$128,231	$131,180	$134,263	$139,997
P4-R2-3	$129,689	$132,672	$135,790	$141,578
Promotion				
P5-R1-2	$147,268	$150,655	$154,195	$160,627

P5-R1-3	$154,278	$157,826	$161,535	$168,224
P5-R1-4	$161,291	$165,001	$168,879	$175,825
P5-R1-5	$162,916	$166,663	$170,580	$177,585
Promotion				
P6-R1-2	$173,690	$177,685	$181,861	$189,261
P6-R1-3	$181,962	$186,147	$190,521	$198,224
P6-R1-4	$190,233	$194,608	$199,181	$207,187
P6-R1-5	$192,001	$196,417	$201,033	$209,104

4. SUPERANNUATION

In this clause:

"complying superannuation scheme" means a superannuation scheme that is a complying superannuation fund for the purposes of the S*uperannuation Industry (Supervision) Act 1993* of the Commonwealth.

"default fund" means a superannuation fund that is nominated under section 20(1) of the PSSR Act to be a default fund.

"employee's fund" means the default fund or another complying superannuation scheme if the employee has so elected in writing.

(a) Superannuation arrangements for employees are prescribed in:

(i) the *Public Sector Superannuation Reform Act 2016* (PSSR Act); and

(ii) any regulations made for the purposes of the PSSR Act.

(b) An employee is to be a member of the default fund, unless the employee elects in writing to their employer to become a member of another complying superannuation scheme.

(c) An employee who had existing superannuation arrangements in place prior to the commencement of this award continues to be subject to those arrangements.

(d) Additional Employer Superannuation Contributions

The provisions of this clause apply in addition to the rights, entitlements or obligations of the Employer or an employee under the PSSR Act or any regulations made under it.

(i) **Accumulation Scheme Members**

(1) For all periods of unpaid parental leave the employer will make fortnightly additional employer superannuation contributions on behalf of the employee to the employee's fund, at the following rate:

EmpCont = (NRP/26) *x* C%

EmpCont – Additional Employer Superannuation Contribution

NRP – Normal rate of pay for employee as defined by Part VIII, Clause 2(a)(x).

C% - relevant "charge percentage" specified in section 19 of the *Superannuation Guarantee (Administration) Act 1992* of the Commonwealth, as amended from time to time

(2) For a period of paid parental leave for which an employee, in accordance with a relevant Award, has decided to take the period of paid parental leave on half pay as provided for by Part VIII – Leave and Holidays with Pay, Clause 2 Parental leave, subclause (c) Paid Primary Caregiver Leave, the employer will make fortnightly additional employer superannuation contributions on behalf of the employee to the employee's fund, at the following rate:

EmpCont = 0.5 *x* (NRP/26) *x* C%	EmpCont – Additional Employer Superannuation Contribution NRP – Normal rate of pay for employee as defined in by Part VIII, Clause 2(a)(x). C% - relevant "charge percentage" specified in section 19 of the *Superannuation Guarantee (Administration) Act 1992* of the Commonwealth, as amended from time to time

(3) After a continuous period of four weeks personal leave without pay and for the remainder of that employee's continuous period of personal leave without pay, the employer will make fortnightly additional employer superannuation contributions on behalf of the employee to the employee's fund, at the following rate:

EmpCont = (NSR/26) *x* C%	EmpCont – Additional Employer Superannuation Contribution NSR – Normal salary rate for the employee as defined in by Part I – Application and Operation of the Award, Clause 7 Definitions. C% - relevant "charge percentage" specified in section 19 of the *Superannuation Guarantee (Administration) Act 1992* of the Commonwealth, as amended from time to time

(4) For any period when an employee is absent from work either totally or partially due to a workers compensation claim and in receipt of a workers compensation weekly payment, the employer will make additional employer superannuation contributions on behalf of the employee to the employee's fund, at the following rate:

EmpCont = WP *x* C%	EmpCont – Additional Employer Superannuation Contribution WP – Workers compensation weekly payment paid to employee C% - relevant "charge percentage" specified in section 19 of the *Superannuation Guarantee (Administration) Act 1992* of the Commonwealth, as amended from time to time

(ii) **Defined Benefit Scheme members**

(1) For all periods of:

i. unpaid parental leave during which the employee elects not to pay, is taken to have elected not to pay or is precluded by the rules of the Defined Benefit Scheme from paying, their own contributions to the Scheme; and

ii. paid parental leave for which an employee, in accordance with a relevant Award, has decided to take the period of paid parental leave on half pay as provided for by Part VIII – Leave and Holidays with Pay, Clause 2 Parental leave, subclause (c) Paid Primary Caregiver Leave,

the employer will make fortnightly additional employer superannuation contributions on behalf of the employee for that period to the employee's fund, at the following rate:

EmpCont = [(NRP/26) –AS] *x* C%	EmpCont – Additional Employer Superannuation Contribution NRP – Normal rate of pay for employee as defined in by Part VIII, Clause 2(a)(x). AS – Actual salary paid to employee while on parental leave C% - relevant "charge percentage" specified in section 19 of the *Superannuation Guarantee (Administration) Act 1992* of the Commonwealth, as amended from time to time

(2) After a continuous period of four weeks personal leave without pay and for such time during the remainder of that employee's continuous period of personal leave without pay where the employee is precluded by the rules of the Defined Benefit Scheme from paying, their own contributions to the Scheme, the employer will make fortnightly additional employer superannuation contributions on behalf of the employee for that period to the default fund or to another complying superannuation scheme if the employee so elects in writing, at the following rate:

EmpCont = (NSR/26) *x* C%	EmpCont – Additional Employer Superannuation Contribution NSR – Normal salary rate for the employee as defined by Part I, Application and Operation of the Award, Clause 7, Definitions. C% - relevant "charge percentage" specified in section 19 of the *Superannuation Guarantee (Administration) Act 1992* of the Commonwealth, as amended from time to time

(3) For any period when an employee is absent from work either totally or partially due to a workers compensation claim, and in receipt of a workers compensation weekly payment and the

employee elects not to pay their own contributions to the Scheme, or is precluded by the rules of the Defined Benefit Scheme from paying, their own contributions to the Scheme, the employer will make additional employer superannuation contributions on behalf of the employee for that period to the employee's fund, at the following rate:

EmpCont = WP *x* C%	EmpCont – Additional Employer Superannuation Contribution WP – Workers compensation weekly payment paid to employee C% - relevant "charge percentage" specified in section 19 of the *Superannuation Guarantee (Administration) Act 1992* of the Commonwealth, as amended from time to time

5. SALARY PROGRESSION, ADVANCEMENT ASSESSMENT AND PERFORMANCE MANAGEMENT

(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.

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

(b) Subject to this award, progression from one band to another in the General Stream 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.

PROVIDED that progression from Band 1 and Band 2 in the Professional Stream, is via Advancement Assessment.

(c) The new level of salary is payable immediately an advancement or progression has effect.

(d) Appointment or promotion may be to any level within a band, as determined by the employer.

(e) Performance Management Plan

(c) Progression within a salary band from one level to the next is to occur on the anniversary date of appointment predicated upon an assessment of the requirements established in the employee's performance management plan from the previous 12 months and certification that performance has been satisfactory.

(d) Performance for progression is determined through a performance management plan. The performance management plan must, as a minimum contain:

(1) A listing of the performance outcomes and specific requirements for an individual employee according to the duties and responsibilities required by their role;

(2) Be reviewed annually and involve at least one discussion between the employee and their manager;

(3) Involve a discussion concerning the employee's training and development's needs;

(4) Include a clear statement of outcomes including whether the employee's performance has met the required standards and agreed training or development needs have been undertaken, whether salary progression will be approved and/ or any action is being considered where underperformance is identified.

(i) The employer is to advise the employee of the time of the performance management discussion and of any relevant issues pertaining to it. The employee is to be allowed sufficient time to prepare and to participate in the discussion in a diligent manner.

(ii) The employee is not to be disadvantaged by any delay in the timing of the performance management plan discussion and progression within a salary band from one level to the next is to occur on the employee's anniversary date if assessment is satisfactory and the employee is available to undertake the assessment.

6. GRADUATES, CADETS, APPRENTICES AND TRAINEES

The salaries in this clause are those applicable in the General Stream 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 Tasmanian State Service National Training Wage Award and who is bound by a traineeship Agreement made in accordance with that award.

The Traineeship provisions of this Award, the Tasmanian State Service Award, do not apply to Trainees employed after the date of operation of 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 relevant union on the terms of the traineeship scheme and traineeship. An application for approval of a traineeship scheme is to identify the relevant union 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 – Administrative Trainees

(i) The salary on commencement for an employee undertaking an administrative traineeship, or equivalent, is B1-R1-1.

(ii) The administrative trainee employee salary commences in B1-R1-1 and progresses through to B1-R2-5, 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.

Year 10	Year 11	Year 12	Band
Entry			B1-R1-1
	Entry		B1-R1-3
		Entry	B1-R2-2
		Year 12 only 2nd year	B1-R2-4
Completion	Completion	Completion	B1-R2-5

(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-R1-2 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.

Year 10 Entry	Year 11 Entry	Year 12 Entry	Adult Apprentice	Band
Stage 1				B1-R1-1
	Stage 1			B1-R1-3
		Stage 1	Stage 1	B1-R2-2
Stage 2	Stage 2			B1-R2-4
		Stage 2	Stage 2	B1-R2-5
Stage 3	Stage 3	Stage 3	Stage 3	B2-R1-2

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

(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-R1-2.

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

(i) The salary of an apprentice or trainee special class trade employee commences at B1-R1-3 and progresses through to B3-R1-3 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 for which a trade qualification of Certificate IV (Special Class/Higher), or equivalent, is essential is B3-R1-3.

Stage	Band
Stage 1	B1-R1-3
Stage 2	B1-R2-4
Stage 3	B2-R1-2
Stage 4	B3-R1-2
On completion	B3-R1-3

(iii) The salary on completion of the trade's qualification of Certificate IV (Special Class) at a minimum is that of B3-R1-3, 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-R1-3 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.

Stage	Band
Stage 1	B1-R1-3
Stage 2	B1-R2-4
Stage 3	B2-R1-2
Stage 4	B3-R1-2
On completion	B3-R1-3

(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-R1-3.

(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.

Stage	Band
Stage 1	B1-R1-3
Stage 2	B1-R2-4
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-R1-2 (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-R1-2. A salary in excess of B2-R1-2 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.

(h) Salaries for Cadets – Bachelor Degree

(i) The salary on commencement for an employee undertaking a cadetship, or equivalent, is B1-R1-3.

(ii) The salary for an employee undertaking a cadetship commences in B1-R1-3 and progresses through to B4-R1-4 without the requirement for promotion, subject to meeting the performance requirements of the satisfactory completion of each stage of the cadetship and satisfactory work performance. An employee is then eligible to advance through other progression points in Band 4.

Stage	Band
Year 1 - 1st year of degree	B1-R1-3
Year 2 - 1st year of degree	B1-R2-4
Year 3 - 2nd year of degree	B2-R1-4
Year 4 - 2nd year of degree	B3-R1-2
Year 5 - 3nd year of degree	B3-R1-4
Year 6 - 3rd year of degree	B4-R1-2

Salary of next progression point after Graduation	B4-R1-4

(iii) The salary of B4-R1-4 is the minimum salary for a cadet graduate with 12 months work experience.

(i) Salaries for Graduate Development Program – Bachelor Degree

(i) A Graduate Development Program employs graduates for formal career development based on the relevance of qualifications for specific Agency occupations.

(ii) The salary on commencement of a graduate officer is B3-R1-2 and progresses through to B4-R1-4 without the requirement for promotion, subject to satisfactory work performance. An employee is then eligible to advance through other progression points in Band 4.

Stage	Band
1st year (min)	B3-R1-2
2nd year (min)	B3-R1-4
3rd year (min)	B4-R1-2
4th year (min)	B4-R1-4

(iii) Minimum Salary Point:

The salary progression outlined above for this group of employees represents the minimum salary steps required according to these salary arrangements. Agencies may accelerate the progress of employees, subject to performance requirements and competency assessment. The entry level may be advanced in cases where the qualification requirements have already been satisfactorily completed.

7. 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 6 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 on attainment of 25% of the total competency units for the relevant Certificate qualification specified in the training agreement.
Stage 3	An apprentice/trainee enters Stage 3 on attainment of 50% of the total competency units for the relevant Certificate qualification specified in the training agreement.
Stage 4	An apprentice/trainee enters Stage 4 on attainment of 75% of the total competency units for the relevant Certificate qualification specified in the training agreement.

(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.

8. 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

'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 $106.00 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 $106.00 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).

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 20% 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

(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, excluding long service leave as prescribed by the *Long Service Leave (State Employees) Act* 1994, 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 Clause 4 - Overtime for Day Work - of Part VI – Hours of Work and Overtime.

12. MORE RESPONSIBILITY DUTIES ALLOWANCE

(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, excluding long service leave as prescribed by the *Long Service Leave (State Employees) Act* 1994, 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 Clause 4 - Overtime for Day Work - of Part VI – Hours of Work and Overtime.

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 $915.90 per week operative from 1 August 2024.

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 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) General Stream

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.

(2) Professional Stream

The employer is to determine the appropriate degree of at least three years duration, or equivalent, as provided by a university relevant to the professional duties to be undertaken is required.

(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) The General Stream has ten bands with an Advancement Assessment Point in Bands 1, 4, 6, 7 and 8 which provide for two ranges within those bands.

(ii) The Professional Stream has six bands, with an Advancement Assessment Point in Bands 1, 3 and 4. Salary progression from Band 1 to Band 2 occurs without promotion.

(iii) 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 General Stream 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.

(3) Bands 7 and 8

Work involves the interpretation and modification of policy and regulatory settings according to operational requirements (internal – how we work) and service delivery (external - what we do) demands. A broader whole-of-Agency and/or whole-of-government perspective.

(4) Bands 9 and 10

Work involves significant new strategic, policy and decision-making frameworks that apply to specific areas of specialisation of extremely high sensitivity or wide strategic importance, or which have far reaching implications for government or beyond and whole-of-government and whole-of-community and whole-of-discipline perspective.

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, accountancy, journalism, information science, 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 GENERAL STREAM 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.

(g) Difference Between Band 6 and Band 7

Band 7 work leads a complex activity or program unit requiring the development and/or determination of the operational methodology according to the decision-making framework and service delivery requirements.

(h) Difference Between Band 7 and Band 8

Band 8 work leads a complex functional or program unit and develops program strategies, policies and operational approach. The outcomes of the functional or program activities have a direct and significant effect on the achievement of organisational objectives.

(i) Difference Between Band 8 and Band 9

Band 9 work leads a multi-functional or multi-disciplinary program where operational policies and precedents are not definitive and outcomes are of critical strategic importance across Agencies or at government level.

(j) Difference Between Band 9 and Band 10

Band 10 work leads a multi-functional or multi-disciplinary program which may influence government policy and involve a high degree of sensitivity or risk and where outcomes can influence national debate in the field of expertise.

Bands 9 and 10 cater for work requiring high level specialist expertise, as demonstrated by associated attraction and retention issues, in excess of Band 8 but which does not have the management and/or corporate focus required of Senior Executive Service work. These duties and responsibilities will continue to be required to satisfy Senior Executive Service criteria and work value considerations.

The difference between Bands 9 and 10 will also often result from market forces, the impact on government, the significance of outcomes and reporting arrangements.

4. GENERAL STREAM BAND DESCRIPTORS

Band 1	
Focus	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. 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. The scope of work assigned varies according to specific entry level qualifications, the nature of the role and experience.
Context and Framework	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.

Band 1	
Expertise	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. Knowledge and experience may be gained through relevant courses of study and/or competency assessment.
Interpersonal Skills	Receives instruction, advice and feedback relevant to gaining knowledge, applying skills and completing tasks. Maintains open communication to learn and understand operational context and to improve efficiency and effectiveness. Provides explanations of standard and routine processes and procedures to team members, clients and members of the public. 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.
Judgement	Initially choices are limited to following clear and specific instructions according to existing standards. 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.
Influence of Outcomes	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. Contributes to team and client satisfaction by correct and appropriate use of skills.
Responsibility for Outcomes	Responsible for the satisfactory completion of tasks consistent with learning and developing skills and applying them correctly in the operational context. Responsible for appropriate use of tools, equipment and resources and for establishing co-operative relationships with team members, clients and members of the public.

Band 2	
Focus	Work requiring the application of conventional non-trade or administrative practices methods and standards according to existing operational guidelines, systems and processes. The work consists of multiple, diverse tasks to be performed to achieve specified outcomes. The work provides routine advice, support and assistance to a work team.

Band 2	
Context and Framework	Initially detailed instructions are provided on established techniques, methods, priorities and timeframes. Consistent with increasing experience detailed instructions are limited to unusual requirements which do not have clear guidelines or precedents. Some interpretation, modification or adjustment of accepted practices, methods or standards may be required to achieve specified outcomes. Performance is assessed by task completion in meeting specified outcomes.
Expertise	Knowledge and expertise consistent with qualifications recognised at Certificate III or equivalent level. 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.
Interpersonal Skills	Receives instructions and guidance on work practices and processes and in meeting unusual requirements. Actively participates in reviewing and explaining operational procedures and in providing information and liaising with clients, stakeholders and members of the public. Displays good communication and interpersonal skills in gaining the co-operation of others and deals effectively with challenging behaviour.
Judgement	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. Independent decision-making and initiative regarding the planning and completion of tasks and achievement of outcomes is expected to increase with experience. Proposes alternative approaches in the work area.
Influence of Outcomes	The work contributes to the effective operation of the work unit including on client, stakeholder and public perception. Maintains established standards, systems and procedures and proposes improvements to practices, methods and processes.
Responsibility for Outcomes	Responsible for the satisfactory completion of tasks that are significant for the operational effectiveness of the work unit. 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.

Band 3	
Focus	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. 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. May assist a team leader to supervise less experienced staff engaged in performing similar less demanding tasks.
Context and Framework	General instructions are provided, other than for more complex and unusual requirements which do not have clear guidelines or precedents. Interpretation, modification or adjustment of accepted practices, methods or standards is routinely required to achieve specified outcomes. Uses initiative to resolve issues and satisfy client and stakeholder requirements.
Expertise	Knowledge and expertise consistent with qualifications recognised at Certificate III and IV or equivalent level. 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. 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.
Interpersonal Skills	Well-developed interpersonal and communication skills. A leadership role in reviewing and explaining operational procedures and in providing information to and liaison with clients, stakeholders and members of the public. Assistance may be provided to a supervisor in reviewing and evaluating practices and standards and providing recommendations. Effective instruction, guidance and feedback is provided to less qualified or experienced staff.
Judgement	Exercises independent judgment in the practices, methods and standards to be applied, and the planning and timing required to complete complex, diverse tasks. Creativity and initiative required to provide options, recommendations and solutions to satisfy non-standard requirements.

Band 3	
Influence of Outcomes	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. 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. Assists a supervisor regarding the development of less qualified or experienced staff.
Responsibility for Outcomes	Responsible for maintaining practices, methods and standards and their modification as appropriate to provide satisfactory solutions for complex operational issues. Responsible for maintaining quality control of outcomes. Responsible for assisting a supervisor to ensure less qualified or experienced staff receive appropriate instruction, guidance, and performance feedback.

Band 4	
Focus	Work within a defined field requiring the evaluation/co-ordination and/or integration of complex tasks within a defined field. The work includes one or more components of planning, organising, directing, controlling or co-ordinating resources and related activities. The work includes one or more components of research, analysis, investigation, evaluation and providing options and recommendations. Interprets and modifies guidelines, systems and processes to ensure conformity with specified outcomes and/or to provide alternative approaches to resolve operational problems. Makes decisions on the proposals and recommendations of lower level employees.
Context and Framework	General direction is provided to achieve the required outcomes as operational guidelines, systems and processes are well understood. Policies, rules and regulations provide a framework for decision-making in undertaking and integrating the relevant activities of the work area. Flexibility, innovation and initiative expected in providing alternative solutions to complex operational issues within the field of work.

Band 4	
Expertise	Knowledge and expertise consistent with qualifications recognised at Diploma or Advanced Diploma or equivalent level. Well-developed knowledge and expertise in the application of policies, rules and regulations to guidelines, systems and processes. 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. Well-developed expertise in managing and applying information and specialised knowledge to the range of related activities of the work area. Develops expertise in controlling and managing allocated resources.
Interpersonal Skills	Work at this level may involve a supervisory role. Highly regarded communication and interpersonal skills. This involves instructing, guiding and mentoring less experienced staff and making decisions on operational performance and activities. Informs and guides to gain the acceptance of others regarding the practices, systems and processes required to achieve program and service delivery outcomes. Interprets and explains complex operational procedures and provides advice and detailed information to clients, stakeholders and members of the public.
Judgement	Exercises judgement in applying policies, rules and regulations to practices, methods, systems and processes. Applies specialised expertise to resolve complex operational issues with existing systems, procedures, infrastructure and equipment. Compiles, analyses and evaluates complex and unrelated information to maintain and modify operational performance and service delivery.
Influence of Outcomes	The work has a significant influence on service delivery performance and outcomes for the work unit. Uses specialised expertise to advise, develop and recommend alternative approaches to achieve the work unit's objectives. Instruction, guidance and mentoring have a significant influence on the development of less qualified or experienced employees.
Responsibility for Outcomes	Responsible for ensuring guidelines, systems and processes are applied appropriately to integrate related activities to meet specified objectives. Responsible for providing options and recommendations to resolve complex operational issues and/or improve operational effectiveness. Where supervision is involved, responsible for ensuring advice, recommendations and decisions support specified service delivery and program outcomes.

Band 5	
Focus	Work within a defined field requiring the evaluation/co-ordination and/or integration of diverse and varied operational procedures and practices. The work requires detailed planning, organising, directing, controlling and co-ordinating of resources and related activities. 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. Specialised work in a particular discipline to provide authoritative advice and expertise to support a range of complex activities.
Context and Framework	Applies specialised technical knowledge of a particular discipline to provide effective practical solutions in a complex operational environment. Work is undertaken within established guidelines, systems and processes with limited guidance required in applying specialised expertise to complex and challenging activities. 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. Establishes new operational guidelines and/or precedents within the area of expertise consistent with operational policy.
Expertise	Highly proficient in the area of expertise with extensive skill in a specific discipline or in a particular field. 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. 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.
Interpersonal Skills	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. Provides clear and authoritative advice and recommendations for complex activities that are understood and accepted by others as resolving program and service delivery challenges. May represent the organisation with the authority to negotiate outcomes that meet the specified requirements and objectives of the program or service delivery unit. A supervisor mentors and evaluates the performance of less qualified or experienced staff.

Band 5	
Judgement	Exercises initiative, flexibility and creativity in applying specialised expertise to meet complex operational challenges. Makes informed decisions, recommendations and/or implements alternative methods of approach to provide operational solutions for program and service delivery requirements. Identifies, assesses and responds to changes to guidelines, systems, methods and processes in applying appropriate solutions.
Influence of Outcomes	The work provides significant specialised support in meeting the work area's objectives. Influences the skill development and performance of less experienced employees. Influences the effective use of infrastructure, systems and processes and their modification in response to changes to operational procedures and the decision-making framework.
Responsibility for Outcomes	Responsible for ensuring specialised expertise is effectively applied to provide program and service delivery outcomes consistent with the operational framework. Responsible for providing leadership, instruction and guidance to less qualified or experienced employees in the specific discipline or area of expertise.

Band 6	
Focus	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. A management role interprets policies, regulations and guidelines and designs and implements plans, systems and procedures to deliver services consistent with program objectives. 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. This involves a highly detailed focus on the activities of the field and may involve more than one discipline. This includes investigation, review, research, analysis and integration of varied and diverse policies, rules, systems and processes for effective operational outcomes.

Band 6	
Context and Framework	The work area unit or program activities have a direct and significant effect on outcomes for the functional unit or program activity. The role operates with considerable independence in determining priorities, procedures and approach in implementing policies, plans, systems and procedures in a complex specialised environment Guidance and instruction may on occasion be received on the implementation of modifications consistent with policy, regulatory and/or technological requirements and developments. 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.
Expertise	Significant expertise in the relevant discipline(s) and associated field of activity gained through in-depth experience. Highly developed and detailed understanding of the operational framework including regulations, polices, systems and processes for effective program and service delivery. Management roles require significant management skills and expertise to lead a complex activity or program unit to support the operations of functional area. Roles providing specialised advice require highly developed detailed subject-matter knowledge. Incorporates knowledge of relevant associated activities within the functional area to improve operational effectiveness and service delivery.
Interpersonal Skills	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. Provides authoritative advice, recommendations and solutions in implementing complex rules, regulations, guidelines, systems, and processes within the field of activity. 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.
Judgement	Clarifies and interprets the decision-making framework and operational systems and procedures to provide outcomes consistent with program objectives. Initiative, flexibility and creativity in developing options and recommendations to resolve problems and improve service delivery outcomes. Highly developed conceptual and reasoning skills to research, investigate, analyse, evaluate and integrate relevant solutions from diverse disciplines or fields into the area of activity.

Band 6	
Influence of Outcomes	Advice and recommendations are provided directly to the manager of the function or program area in relation to implementation of policies, plans and processes. Service delivery or program outcomes may be altered as a result. There is a clear and direct effect on effective and efficient operation of the function or program activities. 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.
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.

Band 7	
Focus	Work within a specialised program or engaged in complex activities within a functional area. The work usually integrates varied and diverse organisational policies and rules with support systems and processes for effective operational outcomes. Roles with a management focus, or specialists involved with a specialised program, lead an activity or program unit within a functional area. A management role interprets policies, regulations and guidelines to determine milestones, objectives, methods and priorities to support complex activities within a specified program. Specialists develop operational rules, guidelines and systems to achieve program objectives. This may modify the approach to established processes within a defined policy, regulatory and operational framework.

Band 7	
Context and Framework	The work area unit or program activities have a direct and significant effect on organisational outcomes and the achievement of corporate objectives. Established decision-making and operational frameworks may require considerable interpretation and initiative to provide effective program and service delivery outcomes. A complex specialised environment implementing conventional plans, systems and procedures. These evolve and are modified according to policy, regulatory and/or technological requirements and developments. Guidance and instruction may on occasion be received on the implementation of highly technically complex modifications that provide solutions consistent with policy, regulatory and/or technological requirements and developments. Operates with considerable autonomy and is required to provide leadership regarding the design, development and operation of function and/or program activities. Defines core program and service delivery issues to develop options and recommendations for operational change and/or for new research projects.
Expertise	High level specialised expertise in the relevant discipline and associated field of activity gained through extensive experience. High level knowledge of the operational and service delivery processes of government, the relevant technical, administrative and/or clerical discipline, field and program area, the relevant industry sector and the employing Agency and of the interaction between them. Management roles require highly developed management skills and expertise to lead a defined complex activity or program within a functional area. Roles providing technical or policy advice require highly developed expertise based on specialised subject matter knowledge.

Band 7	
Interpersonal Skills	Leads and motivates to gain the co-operation of others in the achievement of difficult and sometimes conflicting objectives, which may include incompatible processes, in developing or implementing improvements to established plans, systems and procedures. Manages staff and stakeholders and promote co-operation, teamwork and understanding in undertaking specialised processes. Develops productive relationships with specialists and stakeholders with similar levels of skill and experience in related field or program area to share ideas and to resolve problems. Clearly articulates complex and difficult issues to staff and stakeholders in terms which are understandable by the audience. Represents the organisation with the authority to conduct and commit to a negotiated outcome regarding operational processes for the area of responsibility and which may have operational implications beyond the functional area or program activity. Models a high standard of ethical behaviour and promotes values and a workplace culture to support this standard.
Judgement	Identifies, defines and develops options and recommendations to implement and improve the delivery of complex specialised programs and/or services within a functional area which may include responding to new and emerging developments. Solutions are constrained by the existing policy and regulatory framework, budget and resource considerations and established program delivery methodologies. Highly developed conceptual and reasoning skills to research, investigate, analyse, evaluate and integrate relevant solutions from related disciplines or fields into the area of activity. Flexibility, creativity and innovation associated with research, investigative, analytical and appraisal skills. Options provided and solutions recommended may require the development of new operational systems and methods for improved service delivery outcomes. Alternative sources of advice may be limited within the Agency.

Band 7	
Influence of Outcomes	Advice and recommendations are provided directly to the manager of the function or program area and/or indirectly to the Head of Agency in relation to the management of the activity or program unit and the development and/or implementation of new plans, systems or procedures. Service delivery or program outcomes are altered. There is a clear and direct effect on the effective and efficient operation of the function or program and on the implementation of government policy through program and service delivery outcomes. Advice provided is authoritative, specialised, consultative and/or management advice to a particular program or range of activities.
Responsibility for Outcomes	Responsible for efficient and effective program or service delivery including budget management, optimal use of resources and maintaining and/or modifying policy, administrative processes and research projects. This includes planning future activities, negotiating for appropriate resources and determining measures for accountability. Managers are accountable for managing the performance and development of staff. Technical, administrative and/or clerical specialists are accountable for mentoring and role-modelling less qualified or experienced staff. Considerable independence in determining priorities and approach to managing the activities of the program or unit. Specialists are required to remain abreast of contemporary developments in the discipline or field and related subject matter. Responsibility may be shared with relevant specialists and executive management for the development of strategy, policy or program implementation especially with regard to new developments.

Band 8	
Focus	Roles with a management focus lead a function or program unit to deliver outcomes that are of significant strategic importance for the Agency. Technical, administrative and/or clerical specialists responsible or involved with a highly specialised program contribute to the strategic planning and decision-making process. This involves developing and/or modifying operational program strategies, policies and rules and supporting systems and procedures to achieve specified outcomes. Determines appropriate milestones, priorities and approach to program delivery.

Band 8	
Context and Framework	The function or program activities have a direct and significant effect on organisational outcomes and the achievement of corporate objectives. Considerable operational autonomy with operational direction according to government policy and broad corporate objectives. A complex specialised environment which requires the development, implementation and modification of program-specific strategy, policy, principles, systems and processes that reflect corporate strategy, policy, regulatory or technological developments. Established precedents and policies may require interpretation for operational effectiveness. Emerging issues can be due to significant operational concerns and can anticipate regulatory change. Shares the determination of program-specific policy and processes to meet core organisational objectives and strategies. This can include broadly based operational policies, professional programs, organisation-wide policies and specialised projects.
Expertise	High level and/or specialist knowledge and expertise through extensive experience. High level understanding of the structures and processes of government, the relevant technical, administrative and/or clerical discipline, field and program area, the relevant industry sector and the employing Agency and of the interaction between them. Management roles require highly developed management skills and expertise to manage and lead a functional unit or program.
Interpersonal Skills	Leads and motivates to gains the co-operation of others in the achievement of challenging, difficult and sometimes conflicting objectives, which may include incompatible processes, in developing or implementing improvements to established principles, precedents and procedures. Manages staff and stakeholders and promotes co-operation, teamwork and understanding in undertaking demanding and complex work. Develops productive relationships with specialists and stakeholders with similar levels of skill and experience in various fields to share ideas and to resolve problems. Clearly articulates highly complex and difficult issues to staff and stakeholders in terms that are understandable by the audience. Represents the organisation with the authority to conduct and commit to a negotiated outcome regarding strategies, policies, programs and objectives for the area of responsibility and which have implications for the Agency. Models a high standard of ethical behaviour and promotes values and a workplace culture to support this standard.

Band 8	
Judgement	Identifies, defines and develops options for complex policy and program delivery within a functional area and recommends solutions to unusual or emerging problems. Solutions are constrained by the existing policy and regulatory framework, budget and resource considerations and established program delivery methodologies. Highly developed conceptual and reasoning skills. Flexibility, creativity and innovation regarding the implementation of government and organisational strategy and policy and the integration of relevant solutions from diverse disciplines or fields. Options provided and solutions recommended may require the development of new program strategies, policies, plans and procedures with significantly altered organisational outcomes. Alternative sources of advice may be limited within the Agency.
Influence of Outcomes	Advice and recommendations are provided to the Head of Agency in relation to the effectiveness of functional or program activity and service delivery. There is a strong influence on other functional areas within the Agency and occasionally on related functions in other Agencies. The nature of the response required to address emerging trends may alter the way work is organised and /or performed within the function or program area. Developments may improve program functions and organisational efficiency and performance and result in a better alignment and integration of activities within the functional area. Community, client and stakeholder regard for the implementation of government policy through program or service delivery outcomes may be affected.
Responsibility for Outcomes	Responsible for the efficient and effective operation of the function or program requiring budget management, optimal use of resources and maintaining and/or modifying strategy and policy, administrative processes and research projects. This includes planning future activities, negotiating for appropriate resources and determining measures for accountability. Managers are accountable for the performance and development of staff. Technical, administrative and/or clerical specialists are accountable for mentoring and role-modelling less qualified or experienced staff. Specialists are required to remain abreast of contemporary developments, to identify emerging trends and to maintain a network of peers and specialists in the subject area. Responsibility may be shared with relevant specialists and executive management for the development of program strategy, policy or implementation especially with regard to new developments.

Band 9	
Focus	Roles with a management focus lead a multi-functional or multi-disciplinary program that delivers outcomes of critical strategic importance for the Agency. Specialists develop policies, programs and initiatives for implementation in major functional and/or multi-disciplinary programs within and/or across Agencies. Operational policies and precedents are not definitive which requires interpretation of general strategic and policy framework for direction.
Context and Framework	The function or program has a direct and critical effect on organisational outcomes. Autonomy for initiatives is consistent with government policy, the principles of public administration and/or the relevant technical discipline or field and broad corporate objectives. This is a highly complex specialised environment which regularly requires the development and/or implementation of strategic corporate initiatives according to technological, conceptual and/or legal developments. Precedents and policies are lacking and considerable innovation and interpretation is required. These roles define core issues and the decision-making framework for fundamental organisational strategic, policy or operational development. This can range across government. Emerging issues can be due to significant community and professional concerns and can anticipate legislative change.
Expertise	High level expertise in the program activity or in a discipline or field that is critical to the program or Agency. High level understanding of the operational cultures of government, the relevant technical, administrative and/or clerical discipline, field or program area, the relevant industry sector and the employing Agency and of the interaction between them. High level management expertise to manage and lead a complex multi-functional unit or multi-disciplinary program. Specialists apply expertise and complex concepts which may be drawn from non-related fields, which define the capability to deliver program requirements.

Band 9	
Interpersonal Skills	Leads and motivates to gain the co-operation of others in achieving difficult and sometimes conflicting objectives in developing or implementing options which may lie outside established precedents and parameters. Manages networks of staff and stakeholders and promotes co-operation, teamwork and understanding in addressing demanding and complex challenges. Develops productive relationships with specialists and stakeholders with similar levels of expertise in diverse fields or program areas to share ideas and to resolve problems. Clearly articulates highly complex concepts to diverse stakeholders in terms that are understandable by the audience. Represents the organisation with the authority to conduct and commit to a negotiated outcome regarding objectives, concepts, strategies and policies for the area of responsibility and which have implications beyond the functional area or program activity. Models a high standard of professional and ethical behaviour and promotes values and a workplace culture to support these standards.
Judgement	Identifies, defines and develops options for complex strategic, policy and program delivery to implement government policy. Recommends solutions for unusual or emerging strategic issues which impact on the operating environment. Solutions are constrained by the policy and regulatory framework, budget and resource considerations and established program delivery methodologies. Advanced conceptual and reasoning skills. Flexibility, innovation, creativity and long-term strategic vision associated with high level research, investigative, analytical and appraisal skills. Alternative sources of advice are limited. Options provided and solutions recommended may require the development of novel strategies, policies and approaches and the outcomes produced may be original, innovative or unprecedented.
Influence of Outcomes	Advice and recommendations are provided directly to the Head of Agency and indirectly to government. The outcomes have critical Agency corporate effect and directly influence strategy, policy, planning and decision-making options across Agencies.. Outcomes may lead to the adoption of new program delivery systems or methods. Outcomes may improve community benefits and may have significant and far reaching implications across government within the field of endeavour. The model of service delivery and/or way work is performed may be altered as a result.

Band 9	
Responsibility for Outcomes	Responsible for the development and/or implementation of important strategic corporate initiatives in response to emerging challenges and which may include complex specialised service delivery models. Responsible for meeting specified financial, quality and time related objectives and the optimal use of resources. Managers are accountable for the performance and development of staff. Technical, administrative and/or clerical specialists are accountable for mentoring and role-modelling less qualified or experienced staff. Specialists are required to remain abreast of contemporary knowledge, to identify emerging trends and developments and to maintain a network of peers and specialists in and beyond the subject area. Responsibility may be shared with relevant specialists and executive management for the development of strategy and policy or program implementation especially with regard to more significant, challenging and unusually complex developments or activities.

Band 10	
Focus	Leads a highly specialised major program or field of research. Leads a multi-function or multi-disciplinary program of critical strategic importance for the Agency and/or government. Policy or research outcomes may change Agency and/or government policy or have a major influence within or across Agency programs. High level professional advice provided across Agencies.
Context and Framework	The function or program activities have a state-wide and critical effect on organisational outcomes and for the implementation of government policy. Limited frameworks, precedents and guidelines are available beyond broad government policy and professional principles and standards. A highly complex specialised environment which requires the development of strategic directions, policy frameworks and technical and/or administrative programs according to technological, conceptual, environmental and/or legal developments. Issues frequently involve a high degree of sensitivity or risk for industry sector or field of endeavour. Emerging issues can be due to significant industry, community and professional concerns and outcomes can influence national debate in the field of expertise.

Band 10	
Expertise	Nationally recognised as an expert and/or specialist in the particular discipline or area of expertise. Demonstrates significant achievements and experience in the field of endeavour. Authoritative advice and excellence of work enhances the reputation of the Agency. Writes, researches, publishes and presents to peers, stakeholders and senior management. High level expertise to lead a complex multi-functional unit or multi-disciplinary program.
Interpersonal Skills	Leads and inspires others in work that presents fundamental challenges and which lies outside established precedents and parameters. Manages networks of other experts, professionals, executive management and stakeholders to develop and implement initiatives appropriate to meet government priorities. Clearly articulates highly complex and challenging concepts, proposals and results to a diverse audience. Represents the organisation with expert authority regarding objectives, concepts, strategies and policies for the area of expertise and which have implications for government. Models high standards of professional and ethical behaviour and promotes values and influence and shape workplace culture to support these standards.
Judgement	Identifies, defines and develops options for complex and challenging strategic, policy and program delivery to meet government priorities. Research and recommendations provided for programs and options regarding challenging and emerging strategic issues which impact on the operating environment and/or wider community/industry. Solutions are constrained by the existing conceptual and/or policy framework, budget and resource considerations and established program delivery methodologies, influential stakeholders and community expectation. Advanced conceptual and reasoning skills. Highly innovative and creative with strategic vision regarding long term implications for the state. Alternative sources of advice are only available external to government. Options provided and solutions recommended require the development of novel strategies, policies and approaches and the outcomes produced are original, innovative or unprecedented.

Band 10	
Influence of Outcomes	Advice and recommendations are provided directly to the Head of Agency and government ministers. The outcomes directly influence the implementation of new strategic policy, planning, program and decision-making options within and/or across Agencies and have critical Agency/government effect. Outcomes lead to the adoption of new strategies, policies and/or research methodologies. Outcomes improve existing parameters, standards and benefits to the community and have significant and far reaching implications across government within the field of endeavour. The model of service delivery and/or way work is performed alter as a result. These outcomes influence community regard of the implementation of government policy.
Responsibility for Outcomes	Responsible for the research, development and/or implementation of highly complex programs in response to emerging challenges which may lie outside existing parameters. Responsible for meeting specified financial, quality and time related objectives and for the optimal use of resources. Responsible for the performance and professional development of staff and other specialists. Specialists are required to remain abreast of contemporary knowledge, to identify emerging trends and developments and to maintain a national network of peers and specialists in and/or beyond the subject area.

5. SUMMARY OF DIFFERENCES BETWEEN PROFESSIONAL STREAM BANDS

(a) Band 1

Development and application of graduate level knowledge to conventional professional practices, methods and standards according to established operational guidelines, systems and processes. An initial focus on performing complex, diverse and multiple tasks develops to interpret and modify guidelines, systems and processes to provide required outcomes.

(b) Difference Between Band 1 and Band 2

Band 2 work is directed at coordinating and integrating the operational procedures to be undertaken, that is, the systems and processes for program and service delivery within which complex, diverse and varied procedures and practices are undertaken. Well developed professional skill and expertise and in-depth knowledge of the operational and decision-making framework of a particular discipline or field of activity.

(c) Difference Between Band 2 and Band 3

Band 3 work leads a complex activity or program unit requiring the development and/or determination of the operational methodology according to the prevailing decision-making framework and to meet service delivery requirements.

(d) Difference Between Band 3 and Band 4

Band 4 work leads a complex functional or program unit and develops program strategies, policies and operational approach in response to corporate or technological developments. The complex program delivery has a direct and significant effect on the achievement of organisational objectives.

(e) Difference Between Band 4 and Band 5

Band 5 work leads a multi-functional or multi-disciplinary program where operational policies and precedents are not definitive and outcomes are of critical strategic importance for the Agency.

(f) Difference Between Band 5 and Band 6

Band 6 work leads a multi-functional or multi-disciplinary program which may influence government policy and involve a high degree of sensitivity or risk and where outcomes can influence national debate in the field of expertise.

6. PROFESSIONAL STREAM BAND DESCRIPTORS

Professional Band 1	
Focus	Work within a defined field requiring the development of graduate level knowledge for the application and adjustment of conventional and specialised professional practices, methods and standards according to established operational guidelines, systems and processes. Initially, the work consists of a focus on multiple, diverse tasks to be performed to achieve specified outcomes. Tasks involve precise, intricate and unrelated methods and processes and may consist of work regarded as difficult and complex. The work includes one or more components of research, analysis, investigation, evaluation and providing options and recommendations. With experience, work requires the co-ordination and integration of complex tasks within a defined field. Consistent with ongoing development, required to interpret and modify guidelines, systems and processes to ensure conformity with specified outcomes and/or to provide alternative approaches to resolve operational problems. May make decisions on the proposals and recommendations of lower level associates.

Professional Band 1	
Context and Framework	Initially, general instructions are provided. More complex and unusual requirements which do not have clear guidelines or precedents may require more detailed instructions. With experience, general direction is provided to achieve the required outcomes as guidelines, systems and processes are well understood. Interpretation, modification or adjustment of accepted practices, methods or standards is routinely required to achieve specified outcomes. Policies, rules and regulations provide a framework for decision-making in undertaking and integrating the activities of the work area. Flexibility, innovation and initiative expected in providing alternative solutions to complex operational issues within the area of activity to resolve issues and satisfy client and stakeholder requirements.
Expertise	Knowledge and expertise consistent with qualifications from a recognised tertiary institution. Initial theoretical subject matter knowledge increases with experience to be recognised as well developed knowledge and expertise in the application of operational policies, rules and regulations to systems and processes. Initially applies subject matter knowledge and experience to professional practices, methods and standards. Consistent with professional development, applies expertise to provide solutions to complicated, difficult intricate and unrelated problems with existing infrastructure, equipment, systems and processes. Develops expertise in controlling and managing allocated resources.
Interpersonal Skills	Well developed interpersonal and communication skills. Assistance may be provided to a supervisor in reviewing and evaluating practices and standards and providing specified outcomes including recommendations. With experience, develops decision-making regarding operational performance and activities by informing, guiding and gaining the acceptance of others in adopting practices, systems and processes required to achieve program and service delivery outcomes. With experience, required to interpret and explain complex operational procedures and provide advice and detailed information to clients, stakeholders and members of the public.

Professional Band 1	
Judgement	Consistent with ongoing development required to exercise independent judgment in the application of conventional practices, methods and standards to be applied, and the planning and organisation required to complete complex, diverse tasks. With experience, creativity and initiative increases to provide options, recommendations and solutions to satisfy non-standard requirements. With experience, increasingly required to exercise independent judgement in applying organisational policies, rules and regulations to professional methods, systems and processes. Applies expertise to resolve complex operational issues with existing systems, procedures, infrastructure and equipment. Researches, compiles, analyses and evaluates complex and unrelated information to maintain and modify operational performance and service delivery.
Influence of Outcomes	The work has an influence on the effective operation and performance of the work unit including client, stakeholder and public perception regarding program or service delivery. Consistent with ongoing development, proposes and develops options to modify practices and methods and to recommend alternative approaches to achieve the work unit's objectives while maintaining quality standards. Instruction, guidance and mentoring have a significant influence on the development of less qualified or experienced associates.
Responsibility for Outcomes	Responsible for maintaining professional practices, methods and standards and their modification as appropriate to provide satisfactory solutions for complex operational issues. Responsible for maintaining quality control of outcomes. Responsible for ensuring less qualified or experienced associates receive appropriate instruction, guidance, and performance feedback. With experience is responsible for ensuring operational guidelines, systems and processes are applied appropriately to integrate related activities to meet specified objectives. With experience is responsible for providing options and recommendations to resolve complex operational issues and/or improve the operational effectiveness.

Professional Band 2	
Focus	Work within a defined field requiring the evaluation/co-ordination and/or integration of complex, diverse and varied operational procedures and practices to support the activities of the work area. 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. Specialised work in a particular discipline provides authoritative advice and expertise to support a range of complex program activities consistent with the established decision-making and operational framework. The work requires the interpretation of organisational rules and professional principles to guide the development and application of operating systems, methods and procedures relating to one discipline Detailed planning, organising, directing, controlling and co-ordinating of resources associated with supporting complex program activities.
Context and Framework	The work provides support to a work area or program activities which have a direct and significant effect on outcomes for the functional unit or program activity. Work is to apply well developed practitioner and/or specialised knowledge of a particular discipline to provide effective practical solutions in a complex operational environment. Work is undertaken within established operational guidelines, systems and processes with limited guidance required in applying highly developed expertise to complex and challenging program activities. 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. Guidance and instruction may be received on the implementation of modifications consistent with policy, regulatory and/or technological requirements and developments.

Professional Band 2	
Expertise	Highly proficient in the area of expertise with extensive skill in a specific discipline. . In-depth knowledge of the decision-making and operational framework and specific organisational systems and processes and these effects on stakeholders, clients, other employees and members of the public. The level of knowledge becomes highly developed in specific areas regarding the effect of regulations, policies, systems and processes on effective program and service delivery. 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. An emerging management role in leading components of program activities which support the operations of a functional area.
Interpersonal Skills	Informs and guides to gain acceptance of others regarding the maintenance and modification of intricate and unrelated methods, systems and processes for effective service and program delivery outcomes. Provides clear and authoritative advice and recommendations for complex activities that are understood and accepted by others as resolving program and service delivery challenges. Increasingly engaged in articulating the application of policies, rules, regulations and guidelines to operational processes. Mentors, provides feedback and evaluates the performance of less qualified or experienced associates.
Judgement	Exercises, initiative, flexibility and creativity to apply professional expertise to meet complex operational challenges. Interprets the regulatory and operational frameworks to provide improved service delivery outcomes. Makes informed decisions, recommendations and/or implement alternative approaches that provide operational solutions for program and service delivery requirements. Identifies, assesses and responds to changes to guidelines, systems, methods and processes to apply appropriate solutions.

Professional Band 2	
Influence of Outcomes	Provides significant professional support to meet work area objectives. Influences the skill development and performance of less qualified or experienced associates. Influences the effective use of infrastructure, systems and processes and their modification in response to changes to operational procedures and the decision-making framework. There is a significant effect on effective and efficient operation of the functional or program delivery activities. Advice provided is regarded as authoritative and specialised regarding the area of activity. There may be an influence on associated program activities in the functional area.
Responsibility for Outcomes	Responsible for ensuring professional expertise is effectively applied to provide program and service delivery outcomes consistent with the operational framework. Responsible for providing leadership, instruction and guidance to less qualified or experienced associates in the specific discipline or area of expertise. Increasingly provides advice regarding the application of specific policies, rules, regulations and guidelines to program objectives.

Professional Band 3	
Focus	Work within a specialised program or engaged in complex activities within a functional area. The work usually integrates varied and diverse organisational policies and rules with professional systems and processes for effective operational outcomes. Roles with a management focus, or specialists involved with a specialised program, lead an activity or program unit within a functional area. A management role interprets policies, regulations and guidelines to determine milestones, objectives, methods and priorities to support complex activities within a specified program. Specialists/practitioners develop operational rules and guidelines and professional systems and methods to achieve program objectives. This may modify the approach to established processes within a defined policy, regulatory and operational framework.

Professional Band 3	
Context and Framework	The work area unit or program activities have a direct and significant effect on organisational outcomes and the achievement of corporate objectives. Established decision-making and operational frameworks may require considerable interpretation and initiative to provide effective program and service delivery outcomes. A complex specialised environment implementing conventional professional plans, systems and procedures. These evolve and are modified according to policy, regulatory and/or technological requirements and developments. Guidance and instruction may on occasion be received on the implementation of highly technically complex modifications that provide solutions consistent with policy, regulatory and/or technological requirements and developments. Operates with considerable autonomy and is required to provide leadership regarding the design, development and operation of professional activities. Defines core program and service delivery issues to develop options and recommendations for operational change and/or for new research projects.
Expertise	High level specialised expertise in the relevant discipline and associated field of activity gained through extensive experience. High level knowledge of the operational and service delivery processes of government, the relevant professional discipline, field and program area, the industry sector and the employing Agency and of the interaction between them. Management roles require highly developed management skills and expertise to lead a defined complex activity or program within a functional area. Roles providing professional or policy advice require highly developed expertise based on specialised subject matter knowledge.

Professional Band 3	
Interpersonal Skills	Leads and motivates to gain the co-operation of others in the achievement of difficult and sometimes conflicting objectives, which may include incompatible processes, in developing or implementing improvements to established plans, systems and procedures. Manages staff and stakeholders and promote co-operation, teamwork and understanding in undertaking specialised processes. Develops productive relationships with specialists and stakeholders with similar levels of skill and experience in related field or program area to share ideas and to resolve problems. Clearly articulates complex and difficult issues to staff and stakeholders in terms which are understandable by the audience. Represents the organisation with the authority to conduct and commit to a negotiated outcome regarding operational processes for the area of responsibility and which may have operational implications beyond the functional area or program activity. Models a high standard of ethical behaviour and promotes values and a workplace culture to support this standard.
Judgement	Identifies, defines and develops options and recommendations to implement and improve the delivery of complex specialised programs and/or services within a functional area which may include responding to new and emerging developments. Solutions are constrained by the existing policy and regulatory framework, budget and resource considerations and established program delivery methodologies. Highly developed conceptual and reasoning skills to research, investigate, analyse evaluate and integrate relevant solutions from related disciplines or fields into area of activity. Flexibility, creativity and innovation associated with high level research, investigative, analytical and appraisal skills. Options provided and solutions recommended may require the development of new operational systems and professional methods for improved service delivery outcomes. Alternative sources of advice may be limited within the Agency.

Professional Band 3	
Influence of Outcomes	Advice and recommendations are provided directly to the manager of the function or program area and/or indirectly to the Head of Agency in relation to the management of the activity or program unit and the development and/or implementation of new plans, systems or procedures. Service delivery or program outcomes may be altered. There is a clear and direct effect on the effective and efficient operation of the function or program and on the implementation of government policy through program and service delivery outcomes. Advice provided is authoritative, specialised and/or consultative regarding a particular program or range of activities.
Responsibility for Outcomes	Responsible for efficient and effective program or service delivery including budget management, optimal use of resources and maintaining and/or modifying policy, administrative processes and research projects. This includes planning future activities, negotiating for appropriate resources and determining measures for accountability. Managers are accountable for managing the performance and development of staff. Practitioners/specialists are accountable for mentoring and role-modelling less qualified or experienced staff. Considerable independence in determining priorities and approach to managing the activities of the program or unit. Specialists are required to remain abreast of contemporary developments in the discipline or field and related subject matter. Responsibility may be shared with relevant specialists and executive management for the development of strategy, policy or program implementation for the area of activity especially with regard to new developments.

Professional Band 4	
Focus	Roles with a management focus lead a function or program unit to deliver outcomes that are of significant strategic importance for the Agency. Practitioners/specialists responsible for or involved with a highly specialised program contribute to the strategic planning and decision-making process. This involves developing and/or modifying operational program strategies, policies and rules and professional systems and procedures to achieve specified outcomes. Determines appropriate milestones, priorities and use of resources for program delivery.

Professional Band 4	
Context and Framework	The function or program activities have a direct and significant effect on organisational outcomes and the achievement of corporate objectives. Considerable operational autonomy with operational direction according to government policy and broad corporate objectives. A complex specialised environment which requires the development, implementation and modification of program-specific organisational strategy and policy and professional principles, systems and processes that reflect corporate strategy, policy, regulatory or technological developments. Established professional precedents and organisational policies may require interpretation for operational effectiveness. Emerging issues can be due to significant operational and professional concerns and can anticipate regulatory change. Shares the determination of program-specific policy and processes to meet core organisational objectives and strategies. This can include broadly based operational policies, professional programs, organisation-wide policies and specialised projects.
Expertise	Specialist knowledge and expertise gained through extensive experience. High level understanding of the structures and processes of government, the relevant professional discipline, field and program area, the relevant industry sector and the employing Agency and of the interaction between them. Management roles require highly developed management skills and expertise to manage and lead a functional unit or program.
Interpersonal Skills	Leads and motivates to gain the co-operation of others in the achievement of challenging, difficult and sometimes conflicting objectives, which may include incompatible processes, in developing or implementing improvements to established principles, precedents and procedures. Manages staff and stakeholders and promotes co-operation, teamwork and understanding in undertaking challenging, demanding and complex work. Develops productive relationships with specialists and stakeholders with similar levels of skill and experience from various fields to share ideas and to resolve problems. Clearly articulates highly complex and difficult issues to staff and stakeholders in terms that are understandable by the audience. Represents the organisation with the authority to conduct and commit to a negotiated outcome regarding strategies, policies, programs and objectives for the area of responsibility and which have implications for the Agency. Models a high standard of ethical behaviour and promotes values and a workplace culture to support this standard.

Professional Band 4	
Judgement	Identifies, defines and develops options for complex policy and program delivery within a functional area and recommend solutions to unusual or emerging problems. Solutions are constrained by the existing policy and regulatory framework, budget and resource considerations and established program delivery methodologies. Highly developed conceptual and reasoning skills. Flexibility, creativity and innovation regarding the implementation of government and organisational strategy and policy and the integration of relevant solutions from diverse disciplines or fields. Options provided and solutions recommended may require the development of new program strategies, policies, plans and procedures with significantly altered organisational outcomes. Alternative sources of advice may be limited within the Agency.
Influence of Outcomes	Advice and recommendations are provided to the Head of Agency in relation to the effectiveness of functional or program activity and service delivery outcomes. There is a strong influence on other functional areas within the Agency and occasionally on related functions in other Agencies. The nature of the response required to address emerging trends may alter the way work is organised and /or performed within the function or program area. Developments may improve program functions, organisational efficiency and performance and result in a better alignment and integration of activities within the functional area. Community, client and stakeholder regard for the implementation of government policy through program or service delivery outcomes may be affected.

Professional Band 4	
Responsibility for Outcomes	Responsible for the efficient and effective operation of the function or program requiring budget management, optimal use of resources and maintaining and/or modifying strategy and policy, administrative processes and research projects. This includes planning future activities, negotiating for appropriate resources and determining measures for accountability. Managers are accountable for the performance and development of staff. Practitioners/specialists are accountable for mentoring and role-modelling less qualified or experienced staff. Specialists are required to remain abreast of contemporary developments, to identify emerging trends and to maintain a network of peers and specialists in the subject area. Responsibility may be shared with relevant specialists and executive management for the development of program strategy, policy or implementation for the program or functional area especially with regard to new developments.

Professional Band 5	
Focus	Roles with a management focus lead a multi-functional or multi-disciplinary program that delivers outcomes of critical strategic importance for the Agency. Practitioners/specialists develop organisational policies, professional programs and appropriate initiatives for implementation in major functional and/or multi-disciplinary programs within and/or across Agencies. Operational policies and professional precedents may not be definitive, which requires interpretation of the general strategic and policy framework as well as professional principles, for direction.
Context and Framework	The function or program has a direct and critical effect on organisational outcomes. Autonomy for initiatives is consistent with government policy, the principles of public administration and/or the relevant professional discipline or field and broad corporate objectives. This is a highly complex specialised environment which regularly requires the development and/or implementation of strategic corporate initiatives and professional program according to technological, conceptual, environmental and/or legal developments. Precedents and policies are lacking and considerable innovation and interpretation is required. These roles define core issues and the decision-making framework for fundamental organisational strategic, policy or operational development. Emerging issues can be due to significant community and professional concerns and can anticipate legislative change.

Professional Band 5	
Expertise	High level expertise in the program activity or in a discipline or field that is critical to the program or Agency. High level understanding of the operational cultures of government, the relevant professional discipline, field and program area, the relevant industry sector and the employing Agency and of the interaction between them. High level management expertise to manage and lead a complex multi-functional unit or multi-disciplinary program. Practitioners/specialists apply expertise and complex concepts which may be drawn from non-related fields, which define the capability to deliver program requirements.
Interpersonal Skills	Leads and motivates to gain the co-operation of others in achieving difficult and sometimes conflicting objectives in developing or implementing options which may lie outside established precedents and parameters. Manages networks of staff and stakeholders and promote co-operation, teamwork and understanding in addressing demanding and complex challenges. Develops productive relationships with specialists and stakeholders with similar levels of expertise in diverse fields or program areas to share ideas and to resolve problems. Clearly articulates highly complex concepts to diverse stakeholders in terms that are understandable by the audience. Represents the organisation with the authority to conduct and commit to a negotiated outcome regarding objectives, concepts, strategies and policies for the area of responsibility and which have implications beyond the functional area or program activity. Models a high standard of professional and ethical behaviour and promotes values and a workplace culture to support these standards.
Judgement	Identifies, defines and develops options for complex strategic, policy and program delivery to implement government policy. Recommends solutions for unusual or emerging strategic issues which impact on the operating environment. Solutions are constrained by the policy and regulatory framework, budget and resource considerations, established program delivery methodologies. Advanced conceptual and reasoning skills.. Flexibility, innovation, creativity and long-term strategic vision associated with high level research, investigative, analytical and appraisal skills. Alternative sources of advice are limited. Options provided and solutions recommended may require the development of novel strategies, policies and approaches and the outcomes produced may be original, innovative or unprecedented.

Professional Band 5	
Influence of Outcomes	Advice and recommendations are provided directly to the Head of Agency and indirectly to government. The outcomes have critical Agency corporate effect and directly influence strategy, policy, planning and decision-making across Agencies. Outcomes may lead to the adoption of new program delivery systems or methods. Outcomes may improve community benefits and may have significant and far reaching implications across government within the field of endeavour. The model of service delivery and/or way work is performed may be altered as a result.
Responsibility for Outcomes	Responsible for the development and/or implementation of important strategic corporate initiatives in response to emerging challenges and which may include complex specialised service delivery models. Responsible for meeting specified financial, quality and time related objectives and the optimal use of resources. Managers are accountable for the performance and development of staff. Practitioners/specialists are accountable for mentoring and role-modelling less qualified or experienced staff. Practitioners/specialists are required to remain abreast of contemporary knowledge, to identify emerging trends and developments and to maintain a network of peers and specialists in and beyond the subject area. Responsibility may be shared with relevant specialists and executive management for the development of strategy and policy or program implementation especially with regard to more significant, challenging and unusually complex developments or activities.

Professional Band 6	
Focus	Leads a highly specialised major program or field of research. Leads a multi-function and/or multi-disciplinary program of critical strategic importance for the Agency and/or government. Policy or research outcomes may change Agency and/or government policy or have a major influence within or across Agency programs. Expert professional advice provided across the State Service.

Professional Band 6	
Context and Framework	The function or program activities have a critical effect on organisational outcomes and for the implementation of government policy. Limited frameworks, precedents and guidelines are available beyond broad government policy and professional principles and standards. A highly complex specialised environment which requires the development of strategic directions, policy frameworks and professional programs according to technological, conceptual, environmental and/or legal developments. Issues frequently involve a high degree of sensitivity or risk for the industry sector or field of endeavour. Emerging issues can be due to significant industry, community and professional concerns and outcomes can influence national debate in the field of expertise.
Expertise	Nationally recognised as an expert and/or specialist in the particular discipline or area of expertise. Demonstrates significant achievements and experience in the field of endeavour. Authoritative advice and excellence of work enhances the reputation of the Agency. Writes, researches, publishes and presents to peers, stakeholders and senior management. Highest level expertise to lead a complex multi-functional unit or multi-disciplinary program.
Interpersonal Skills	Leads and inspires others in work that presents fundamental challenges and which lies outside established precedents and parameters. Manages networks of other experts, professionals, executive management and stakeholders to develop and implement initiatives appropriate to meet government priorities. Clearly articulates highly complex and challenging concepts, proposals and results to a diverse audience. Represents the organisation with expert authority regarding objectives, concepts, strategies and policies for the area of expertise and which have implications for government. Models high standards of professional and ethical behaviour and promote values and influence and shape workplace culture to support these standards.

Professional Band 6	
Judgement	Identifies, defines and develops options for complex and challenging strategic, policy and program delivery to meet government priorities. Research and recommendations provided for programs and options regarding challenging and emerging strategic issues which impact on the operating environment and/or wider community/industry. Solutions are constrained by the existing conceptual and/or policy framework, budget and resource considerations, established program delivery methodologies, influential stakeholders and community expectation. Advanced conceptual and reasoning skills. Highly innovative and creative with strategic vision regarding long term implications for the state. Alternative sources of advice are only available external to government. Options provided and solutions recommended require the development of novel strategies, policies and approaches and the outcomes produced are original, innovative or unprecedented.
Influence of Outcomes	Advice and recommendations are provided directly to the Head of Agency and government ministers. The outcomes directly influence the implementation of new strategic policy, planning and decision-making options within and/or across Agencies and have critical Agency/government effect. Outcomes lead to the adoption of new strategies, policies and/or research methodologies. Outcomes improve existing parameters, standards and benefits to the community and have significant and far reaching implications across government within the field of endeavour. The model of service delivery and/or way work is performed alter as a result. These outcomes influence community regard of the implementation of government policy.
Responsibility for Outcomes	Responsible for the research, development and/or implementation of highly complex programs in response to emerging challenges which may lie outside existing parameters. Responsible for meeting specified financial, quality and time related objectives and for the optimal use of resources. Responsible for the performance and professional development of staff and other specialists. Specialists are required to remain abreast of contemporary knowledge, to identify emerging trends and developments and to maintain a national network of peers and specialists in and/or beyond the subject area.

7. BROADBANDING

12.1 Definitions

For the purpose of this clause

Broadband is a classification structure assigned to specified duties that includes two or more classification bands.

Career development pathway or program is the formal specification of the functions and duties to be performed and the performance standards required at each salary level within a broadband, and identification of the management or supervisory responsibility for the pathway or program and assessment of performance by employees undertaking those functions and duties.

Occupational Group Broadband is a classification structure for a particular occupation type, job family, or group of positions in one or more agency. It is designed to deal with a skill shortage or recruitment difficulty for those classes of employees or recognise that employees recruited into those roles will over time gain work-related qualifications or develop knowledge and competencies to allow them to undertake the higher classified duties of those positions. It includes, but is not limited to, classification structures for formal trainee, cadetships and graduate development programs.

12.2 Broadband Classifications

(i) A broadband for specified duties allows for flexibility in work requirements, or the level of duties required, as an employee or group of employees assigned to undertake those duties achieve qualifications or develop knowledge and competencies over time.

(ii) Assignment of a broadband may be appropriate for duties allocated to a particular position or category of positions if:

(i) functions and duties of increasing work value level are available to be allocated to the position(s);

(ii) while performing those functions and duties an employee's knowledge, qualifications and competencies will grow over time; and

(iii) there is an agency/business benefit to assigning a broadband to those functions and duties, which may include but is not limited to addressing a skill shortage or difficulty in recruiting suitable employees.

(iii) With the exception of formal trainee-type arrangements a broadband will only cover a maximum of two classification bands.

(iv) A broadband is not to include the following classification bands:

(i) General Stream Band 9 or Band 10; or

(ii) Professional Stream Band 5 or Band 6.

12.3 Occupational Group Broadband

Any Occupational Group Broadband is to be established by a decision of the Tasmanian Industrial Commission or by consent of the parties to the Award or Agreement and included in the relevant Award or Agreement.

12.4 Salary Progression within a Broadband

(i) The salary levels applicable to progression within a broadband are to be determined when the broadband classification is assigned to specified duties.

(ii) In determining the salary levels applicable to a broadband the career development pathway or program for that broadband has to be specified.

(iii) Progression within a broadband:

(i) is to only include salary levels identified for a band or range included in the broadband; but

(ii) does not have to include every salary level within each range or band included in the broadband.

(iv) Notwithstanding the *Tasmanian State Service Award* PART II – SALARIES AND RELATED MATTERS, clause 5. SALARY PROGRESSION, ADVANCEMENT ASSESSMENT AND PERFORMANCE MANAGEMENT, sub-clause (b), and *Health and Human Services (Tasmanian State Service) Award* PART II – SALARIES AND RELATED MATTERS, clause 5. SALARY PROGRESSION, ADVANCEMENT ASSESSMENT AND PERFORMANCE MANAGEMENT, progression from one classification band to another within a broadband is not considered a promotion.

(v) Progression within a broadband from one salary level to the next is to occur subject to:

(i) the employee having successfully completed probation (where relevant);

(ii) satisfactory achievement by the employee of the requirements of the career development pathway or program; and

(iii) the availability of the functions and duties required to be performed at a level commensurate with that next classification and salary level.

PART IV – EXPENSE AND OTHER ALLOWANCES

1. DISTRICT ALLOWANCES

(a) 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:

	Rate per Annum
(1) Category R	
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	$4618.00
Other (no dependents)	$2308.00
(2) Category B	
Locations under the Commonwealth Taxation Zone B prescription:	
Employee with dependent relatives living with them	$2308.00
Others (no dependents)	$1154.00
(3) Category S	
Special locations as may be approved by the Tasmanian Industrial Commission:	
Employee with dependent relatives residing with them	$1154.00
Others (no dependants)	$578.00

(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.

(v) District allowance rates are to be adjusted from 1 July each year in accordance with the annual percentage change between March of the previous year and March of the current year as specified in Australian Bureau of Statistics, Tables 3 and 4 CPI: Groups, Weighted Average of Eight Capital Cities, Index Numbers and Percentage Changes - Column M (Index Numbers; All groups; CPI; Australia).

(b) Air Fares from Bass Strait Islands

The object of this clause is for the payment of an allowance to compensate employees whose place of employment is on the Bass Strait Islands for air travel incurred as a consequence of residing on the Islands. It is a recognised recruitment and retention strategy.

(i) An employee whose place of employment is on the Bass Strait Islands is entitled to the payment of an allowance equivalent in value to a return economy air fare, three times in each year, for air travel taken by the employee and for any dependent member of the employee's family residing with them on the Islands. An employee is eligible to receive the allowance three times in a year for each return air fare incurred by them and any dependent member of the employee's family, once the employee has completed three months continuous service on the Bass Strait Islands.

(ii) Any dependent member of the employee's family residing with them on the Islands is eligible to a return economy air fare only if:

(1) they have lived with the employee on one and/or another of the Bass Strait Islands for three continuous months; and

(2) they meet the definition of a dependent in accordance with the *State Service Regulations 2011*, which requires that they are wholly or substantially dependent on the employee for financial support.

(3) Wholly or substantially dependent on the employee for financial support is defined as:

A person is taken to be wholly or substantially dependent on an employee if that person receives, or is entitled to receive, an annual income that is less than the adult minimum wage as determined from time to time by the Tasmanian Industrial Commission.

PROVIDED that a dependent member of an employee's family who is boarding off one or another of the Bass Strait Islands to attend an educational institution and returns to reside with the family during term breaks is eligible even though the person may not have lived with the employee for three continuous months as prescribed in (ii) (1).

(iii) This is an annual entitlement based on each year of service by the employee on the Islands and is not cumulative; each year stands alone.

(iv) The employee is to be reimbursed the cost of the lowest economy air fare available from the supplier(s) for air travel to and from the Bass Strait Islands, for the route taken by the employee, up to three times each year; subject to the following conditions:

(1) An employee is required to travel by the most direct route from their place of employment to the nearest airport on the mainland of Tasmania. Such travel may only include travel via Melbourne when such indirect travel is

the most expedient means of travelling to or returning from the nearest airport on the mainland of this State.

(2) The employer may enter into a commercial arrangement with one or more commercial providers for the provision and payment of air fares on behalf of an employee.

(3) An employee may, by agreement with the employer, substitute air travel to the nearest airport in this State for travel to any other airport in this State or to Melbourne.

(4) In such cases the employee will only be reimbursed the equivalent value of the return economy air fare for travel from their place of employment to the nearest airport on mainland Tasmania.

(v) In circumstances where emergency medical or dental treatment is required for an employee or dependent member of their family residing with them on the Islands the employee may make application to be reimbursed the actual return air fare reasonably incurred for travel from the employee's place of employment to the nearest centre in Tasmania, or to Melbourne where such medical treatment can be obtained.

(1) The reimbursement of the actual cost of the air fare is dependent on evidence being supplied by the employee to support their application that is acceptable to a reasonable person that the emergency medical treatment had to be obtained at the nearest centre in Tasmania or in Melbourne.

(2) Such reimbursement is to be in substitution for the equivalent number of annual return air fares incurred for the person(s) concerned.

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

Meal	Rate of Allowance
Breakfast	$14.95
Lunch	$16.85
Dinner	$28.65

The rates contained above are derived from the Australian Taxation Office (ATO) Taxation Determination TD2022/10, 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 without incurring out of pocket 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

Accommodation Venue	Overnight Accommodation Rate
Adelaide	$157.00
Brisbane	$175.00
Canberra	$168.00
Darwin	$220.00
Melbourne	$173.00
Perth	$180.00
Sydney	$198.00
Tasmania	$147.00

Meal Allowances
(Preceding or following an overnight absence)

Breakfast	Applicable 7.00am – 8.30am	$29.90
Lunch	Applicable 12.30 – 2.00pm	$33.65
Dinner	Applicable 6.00pm – 7.30pm	$57.30

Incidental Expenses

Payable per overnight stay: $21.30

(2) The rates contained in the tables above are derived from the Australian Taxation Office Taxation (ATO) Determination TD2022/10, 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 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 prescribed in paragraph (a)(i) of this clause are not to be paid but the actual accommodation and/or meal expenses incurred in the course of business travel are to be reimbursed to the employee.

(3) An employee who has entered into an arrangement in accordance with subclause 3(a)(iii)(1) above is to be paid the Incidental Expenses Allowance as prescribed in subclause 3(a)(i))(1).

(4) The employer may provide alternative methods of payment of travel expenses, such as through use of a corporate credit card.

(5) Where an employee is required to remain away from home and stays overnight in a tent, standing camp, hut, shelter or other similar type of accommodation or in employer-owned or arranged accommodation the employee is entitled to a camping allowance based on the standard of accommodation provided. The camping allowance is payable in lieu of the accommodation component of the travel allowance. The employee is not entitled to a camping allowance when commercial accommodation has been provided.

(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 all meals are provided is to be paid the Incidental Expenses Allowance as prescribed in paragraph (a)(i) of this clause with the appropriate meal allowance as prescribed in clause 3(a)(i)(1) for any meals not provided.

(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) Camping Allowance

(i) Definitions

For the purpose of this clause:

'Commercial accommodation' means accommodation for an overnight or short term stay provided by a hotel, motel, serviced apartment, bed and breakfast or similar establishment for which a charge is incurred on behalf of the employee and is paid by either the employee or employer.

'Commercial provider' means a restaurant, café, hotel, take away or similar establishment which provides meals and for which a charge is incurred on behalf of the employee and is paid by the employee.

'Employer provided non-commercial accommodation' means accommodation provided by the employer where the employees typically have access to hot and cold running water, sleeping quarters , bathroom and kitchen facilities. This excludes staff accommodation provided under a rental agreement and commercial accommodation.

'Standing camp, hut, and shelter' means any type of shelter that is provided by the employer. Bed or bunk provided. Cooking appliances and equipment provided. May be located in remote or rural /semi-rural areas.

'Tent' means remote area camping in a tent where all personal equipment (tent/shelter; sleeping gear, cooking gear; and food) is carried in by the employee.

(ii) An employee who stays overnight in a tent in performing their duties is to be paid a camping allowance of $69.65 for each overnight stay.

(iii) An employee who stays overnight in a standing camp, hut or shelter in performing their duties is to be paid a camping allowance of $58.65 for each overnight stay.

(iv) An employee who stays overnight in employer provided non-commercial accommodation in performing their duties is to be paid a camping allowance of $48.35 for each overnight stay.

(v) The allowance in sub-clauses (ii), (iii) and (iv) are compensation for the standard of accommodation and all working conditions. If the minimum standards applying to one form of accommodation is not fully met, the next higher allowance is payable.

(vi) The forms of accommodation in sub-clauses (ii), (iii) and (iv) are to be used where commercial accommodation options are not available, not practical, operationally inefficient, or require additional and unnecessary travel that puts the employee at risk of fatigue.

(vii) Where meals are provided by the employer, there is no entitlement to claim meal allowances.

(viii) <u>Commercial Provider Meal Rates</u>

i. Where an employee subject to this clause purchases meals from a commercial provider they are entitled to claim the meal allowances set out in Clause 3(a)(i)(1).The employer may provide alternative methods of payment of meal expenses applicable under sub-clause (viii) such as through use of a corporate credit card.

(ix) <u>Employee Prepared Meal Rates</u>

i. Where an employee subject to this clause is required to provide their own meals the employee is entitled to claim the meal allowance in accordance with Part IV Clause 2(d) Meal Allowance Rates.

(x) The allowances in sub clauses 3(b)(ii), (iii) and (iv) are drawn from other rates in Part IV – Expenses and Other Allowances as follows:

3(b)(ii)	The allowance in 3(b)(iv) plus the incidental expenses allowance in 3(a)(i)(1).
3(b)(iii)	97% of the aggregate of the Meal Allowances - Rates of Clause 2(d).
3(b)(iv)	80% of the aggregate of the Meal Allowances - Rates of Clause 2(d).

(c) 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.

(d) Private Vehicle Use

(i) Required User

Where an employee is required in writing by the employer to have available on a regular basis a private motor vehicle which the employee is to be required to use for official purposes, and the employee agrees in writing so to do an allowance is to be paid for such use in accordance with the following rates:

Annual Kilometres Travelled On Duty in a Financial Year	Cents per Kilometre	
	Rate 1 2 litres and above and electric vehicles	Rate 2 Less than 2 litres
First 10,000 kilometres	95.83 (100%)	82.41 (86%)
Any additional kilometres	50.79 (53%)	44.08 (46%)

PROVIDED that where the employer wishes to withdraw the requirement to provide a private motor vehicle then, except where special circumstances exist, at least one year's notice in writing is to be given, and the notice period is to be specified to end on 30 June.

(ii) Occasional User

Where an employee is not required to provide a private motor vehicle for official use as prescribed in subclause (d)(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:

Annual Kilometre Travelled on Duty in a Financial Year	Cents per Kilometre	
	Rate 3 2 litres and above and electric vehicles	Rate 4 Less than 2 litres
First 10,000 kilometres	63.89 (100%)	54.95 (86%)
Any additional kilometres	33.86 (53%)	29.39 (46%)

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

RATES 1 and 3 Apply to motor vehicles (including hybrid vehicles) generally recognised as having an engine capacity of 2:0 litres or more and include rotary engines. Rates 1 and 3 also apply to all electric vehicles.

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

(iv) The rates specified in subclauses (d)(i) and (d)(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 (d)(i) and (d)(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 - District Allowances, subclause (a)(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 - District Allowances, subclause (a)(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 (d)(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 (d)(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 (d)(i) and (d)(ii) of this clause, may be paid if, on the determination of the employer concerned, special circumstances exist which justify such excess or variation.

4. 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.

5. FIRST AID CERTIFICATE ALLOWANCE

(a) An employee nominated by the employer to perform first aid duties and who is the current holder of a Workplace Certificate Level 2, HLTFA301B, National Training Package, or an equivalent certificate, is to be paid an allowance of $896.00 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 Workplace Certificate Level 2, HLTFA301B, National Training Package.

(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.

6. 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 $831.00 per annum. An employee is required to successfully complete the Testing and Tagging course conducted by an accredited training provider as a prerequisite to undertaking the duties as prescribed by this clause.

7. 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 $1044.00 per annum.

8. 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 $946.00 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 $946.00 per annum.

9. CORRECTIONAL FACILITY ALLOWANCE

(a) An employee of the Department of Justice, TasTafe or Libraries Tasmania in Department of Education engaged in duties classified under this award at a prison facility including the Risdon Prison Complex, Ron Barwick Medium Security Prison, Mary Hutchinson Women's Prison, a Remand centre or associated administrative and training buildings, is to receive a Corrections Allowance of 7.5% of their salary subject to having:

a. (i) Regular contact with and who is required to supervise inmates; and
b. (ii) Is responsible for the safety, containment and security of assigned inmates

10. TASMANIA PRISON SERVICE – SPECIAL ALLOWANCES

These allowances are only available to employees of the Tasmania Prison Service (TPS) who are employed in a classification as prescribed by the Correctional Officers Agreement 2019(No.2).

(a) Tactical Response Group Commander

An employee appointed as Tactical Response Group Commander is to be paid an allowance of $3,000 per annum.

This allowance is to compensate Tactical Response Group Commanders for their responsibilities within the Tactical Response Group, including planning and leading Tactical Response Group Operations, training members and maintaining their skills and fitness levels in accordance with the tasks and duties of this Group.

An employee in receipt of the Tactical Response Group Commander Allowance is not eligible for the Tactical Response Group Member Allowance.

(b) Tactical Response Group Member

An employee appointed as Tactical Response Group Member is to be paid an allowance of $2,000 per annum.

The purpose of this allowance is to compensate Tactical Response Group Correctional Officers to maintain skills and fitness levels in accordance with the tasks and duties of this Group. This may include the requirement to undertake regular assessment processes. This allowance is only payable whilst the employee is a member of the Tactical Response Group.

An employee in receipt of the Tactical Response Group Member Allowance is not eligible for the Tactical Response Group Commanders Allowance.

(c) Drug Detector Dog Handler

An employee responsible for the deployment and maintenance of a drug detector dog for the Tasmania Prison Service is to be paid an allowance of $3,000 per annum.

The purpose of this allowance is to compensate trained Correctional Officers for the training and maintenance of relevant dog handling skills, and for all responsibilities involved in the care and maintenance of the Drug Detector Dogs. This includes maintaining fitness levels in accordance with the tasks and duties of this position. This may include the requirement to undertake regular assessment processes.

(d) Workplace Assessor

The purpose of the Workplace Assessor allowance is to compensate nominated Correctional Officers for maintaining workplace assessor's skills. This allowance is only payable whilst officers are nominated Workplace Assessors for the Tasmania Prison Service by the Head of Agency. Work place Assessors must:

- Sit on a minimum of three (3) assessment panels per year.
- Upgrade and/or obtain qualifications at TAA Cert IV level, subject to availability and operational requirements.
- Attend TPS moderator forums once per year (1/2 day forums will be held on both training and assessing).

Employees eligible for the Workplace Assessor Allowance will receive $1,183 per annum.

(e) Workplace Trainer

This allowance is to compensate Workplace Trainers within the Tasmania Prison Service. Workplace trainers must:

- Be selected as part of an Expression of Interest process;
- Be assessed on a regular basis by a qualified departmental employee;
- Upgrade and/or obtain qualifications at TAA Cert IV level or equivalent; and

- Provide authorised training in all areas of TPS operations.

Employees eligible for the Workplace Trainer Allowance will receive $1,354 per annum plus $78.12 for each authorised course.

11. NOMINEE ALLOWANCE

An electrician who is registered by the Agency with Workplace Standards as the Nominated Manager is to be paid an allowance of $88.59 per week.

12. FOUL AND NAUSEOUS ALLOWANCE (DEPARTMENT OF JUSTICE)

An employee of the Department of Justice engaged in duties classified under this award who is regularly required to clear blocked sewerage or other effluent discharge pipes, including laundry waste traps, will be paid an allowance of $14.87 per week.

13. ADJUSTMENT TO WAGE RELATED ALLOWANCES

Unless specified separately in this Award all monetary allowances are to be adjusted from the first full pay period on or after 1 July each year by the same percentage as the salary rate for the lowest level of the Band 4 General Stream classification of the Tasmanian State Service Award has increased between 1 July in the preceding year and 30 June of that year. Prior to 1 July each year the parties will make application to have the salary rates in this Award updated to reflect the rates being paid.

14. CORRECTIONS ALLOWANCE

An employee engaged to undertake duties in the Ashley Youth Detention Centre is to receive a Corrections Allowance of 6.5% of their salary. This allowance is payable for all periods of paid leave including personal leave.

15. FOUL AND NAUSEOUS (UNCONTAINED SEWAGE) ALLOWANCE (NRE TASMANIA)

(a) A Field Officer or Ranger classified at Band 5 or below within the Department of Natural Resources and Environment Tasmania who is required to come into contact with uncontained sewage will be paid an allowance of $734 per annum to be paid fortnightly.

(b) This allowance is not payable where an employee undertakes routine cleaning of visitor or staff amenities as part of their regular duties that does not include contact with uncontained sewage.

(c) The employer will provide full protective clothing and it must be worn by the employee when working with uncontained sewage.

PART V – WORKPLACE FLEXIBILITY

1. WORKLOAD MANAGEMENT

(a) The employer is to ensure that supervisors and managers are aware that the tasks allocated to employees must not exceed what can reasonably be performed in the hours for which they are employed.

(b) The employer is to ensure that supervisors and managers implement procedures to monitor the hours worked of the employees they supervise and where employees regularly work hours in excess of the hours for which they are employed to perform their jobs, changes (technology, responsibility, and extra resources) will be implemented.

(c) An employee who believes they have been allocated duties that exceed those that can be reasonably performed in the time allocated for them to be undertaken should formally advise their manager. Where practicable to do so the employee should suggest how their allocated tasks can be prioritised.

(d) A manager who has been advised in accordance with sub-clause (c) should respond promptly to the employee's concerns. Where the manager acknowledges the workload is excessive the response should include a plan to reduce the workload to a manageable level. If the manager does not accept that the workload is excessive the response should outline such reasons.

(e) To minimise workload issues the employer is to make every effort to ensure vacancies are filled within three months. If it appears likely this period will be exceeded supervisors and/or managers will consult affected employees, giving the reasons why the vacancy will not be filled and advising how the workloads will be managed having regard to (a) and (b) above.

(f) In most circumstances temporary vacancies will be filled as they arise. Where a vacancy is not to be filled supervisors and managers will consult affected employees, giving the reasons why the vacancy will not be filled and advising how the workload will be managed having regard to (a) and (b) above.

2. WORK-LIFE BALANCE

(a) Flexible working arrangements assist employees to balance work and non-work commitments. The adoption or extension of work-life balance arrangements may require innovation in respect of supervision, scheduling of meetings, training opportunities, hours of work, and how, where and when work is performed.

(b) Without limiting the kind of arrangements that may be suitable in any individual instance, work-life balance arrangements could include non-standard and variable starting and/or finishing times, part-time work, and job sharing.

(c) In considering an employee's request for flexible work arrangements, the employer is to take into account the employee's family and other, relevant, commitments.

(d) Such requests are to be considered in light of the operational needs of the employer but will not be unreasonably refused. Employees are to be given the reasons if requests for flexible working arrangements are not approved.

3. WORKPLACE FLEXIBILITY ARRANGEMENTS

(a) Workplace Flexibility Arrangements

(i) An individual employee, or group of employees, and a Head of Agency (or delegate) may agree to vary the application of certain terms of this award to meet the genuine needs of individual employee/s and/or an Agency's business requirements.

(ii) An employer and employee, or group of employees, may enter into an arrangement that allows for ordinary hours to be performed at any time without the payment of overtime or penalty allowances that would otherwise apply.

(iii) In any negotiations concerning an alteration of the hours of work or the spread of hours the employer and the employee are to consider the following matters:

(1) The maximum efficiency of the operation of the Agency;

(2) The retention of normal productivity levels within the Agency;

(3) Any flexibility in an agreement that enables part or full days to be taken off may include, but are not limited to Monday or Friday and may not be limited to the same recurring day of the week

(iv) In utilising these provisions regarding hours of work the parties should consider all relevant issues such as:

(1) The span of hours;

(2) Maximum hours that can be worked in specified periods;

(3) The rate and applicability of overtime penalty rates;

(4) The provision of a rostered or accrued days off;

(5) Record keeping.

(b) Entering and Terminating Workplace Flexibility Arrangements

(i) Each individual employee and the Agency must genuinely reach agreement without coercion or duress.

(ii) The terms the employee/s and the Agency may agree to vary are those relating to:

(1) hours of work and arrangements for when work is performed;

(2) overtime rates;

(3) shift and penalty rates;

(4) allowances;

(5) availability and recall provisions; and

(6) substituting another day for a holiday with pay.

(iii) The agreement may be terminated:

(1) by the employee/s or the Agency by giving a minimum of four weeks' notice of termination, in writing, to the other party; or

(2) at any time, by written agreement between the Agency and the employee/s.

(c) Administration of Workplace Flexibility Arrangements

(i) The agreement between the employee/s and the Agency is to:

(1) be confined to vary only one or more of the terms listed in paragraph (ii) of subclause (b) of this clause;

(2) be in writing detailing the relevant award clause(s) that are proposed to be excluded or modified by the operation of the agreement and how the relevant award clause(s) are to be applied;

(3) record with the name and signature of the employee/s and, if the employee is under 18 years of age, the employee's parent or guardian and Head of Agency or delegate;

(4) detail how the agreement does not disadvantage each individual employee in relation to the individual employee's overall terms and conditions of employment;

(5) state the date the agreement commences and the period for which it operates;

(6) state the date by which this arrangement is to be reviewed but in any case be no longer than two years from commencement;

(7) notwithstanding subclause (5), the agreement is to continue in effect after that date of expiry unless withdrawn from by either party in writing.

(ii) The Agency must provide a copy of the agreement to the following and retain a copy of the agreement in accordance with section 75 of the *Industrial Relations Act* 1984 on the individual's personal file:

(1) the employee;

(2) Director, Public Sector Management Office; and

(3) a union with relevant industrial coverage.

(d) Union Participation in Negotiating a Workplace Flexibility Agreement

(i) If an employee is a member of a union which has an interest in the relevant award pursuant to section 63(10) of the *Industrial Relations Act* 1984, the employee may choose to be represented by that union to meet and confer with the Agency about the implementation of a Workplace Flexibility Agreement.

(ii) The union must be given a reasonable opportunity to participate in negotiations regarding the proposed implementation of flexibility provisions under this clause.

(iii) Union involvement does not mean that the consent of the union is required prior to the introduction of agreed flexibility arrangements.

PART VI – HOURS OF WORK AND OVERTIME FOR DAY WORK

1. ORDINARY HOURS OF WORK FOR DAY WORK

(a) The ordinary hours of work for full-time employee are 36 hours and 45 minutes per week between the hours of 7:00am and 7:00pm each day Monday to Friday inclusive.

(b) The ordinary hours prescribed in subclause (a) are to be worked continuously except for an unpaid meal break of at least 30 minutes, and not exceeding 60 minutes to be taken not later than five hours after the commencement of work.

a. By agreement between the employer and an employee, an employee may work in excess of five hours but not more than six hours at the normal salary without a meal break.

b. The employer may stagger the time of taking meal breaks in order to comply with operational requirements within an Agency or part of an Agency.

c. Except as provided in this clause, where unforeseen circumstances arise where a meal break is not able to be provided, normal overtime rates will apply until the employee is able to take a break, or they cease work.

(c) Ordinary Hours for Part-time Employees

(i) The ordinary hours for a part-time employee are to be specified in the employee's instrument of appointment. The instrument may also specify a maximum number of additional ordinary hours that may be worked by mutual agreement, so long as those hours are not more than are 36 hours and 45 minutes per week.

(ii) Where the number of ordinary hours required to be worked exceeds the agreed maximum, the excess hours are to be regarded as authorised overtime and paid at the applicable rates for overtime as specified in Clause 4 - Overtime for Day Work - of Part VI – Hours of Work and Overtime for Day Work.

PROVIDED that, where the ordinary hours of work are not able to be specified, the instrument of appointment will outline the terms and conditions associated with the hours to be worked.

(iii) A part-time employee is to work for a minimum of three hours on any given day, to be worked continuously, unless otherwise mutually agreed by the employee, employer and relevant union, except for part-time employees employed in the following positions:

(1) School Crossing Patrol Officers in the Department of State Growth;

(2) Experience Program Guides in Tourism Tasmania working an engagement to undertake one of the following duties:

(A) Guide Handover

(B) Guide Report

(C) Airport Meet and Greet

2. FLEXITIME FOR DAY WORK

a. The employer and the employee may agree to work ordinary hours according to flexitime arrangements for which the following provisions apply:

- Ordinary hours are to be worked between 7:00am and 7:00pm on any day Monday to Friday and include core hours of 10:00am to 12:00pm and 2:00pm to 4:00pm.
- During core hours absences from the workplace by employees are to be kept to a minimum.
- Up to 10 hours may be worked as ordinary time on any given day
- Ordinary hours are reconciled over a 4 week cycle.
- A maximum of up to 10 hours in credit or debit may be carried forward from one 4 week cycle to the next.

b. In workplaces where flexitime arrangements apply the provisions of this clause are to be applied on a pro-rata basis for part-time employees.

c. Circumstances may exist where peaks and troughs in normal work can't be adequately managed within a 4 week flexitime cycle.

In these circumstances the employer and employee, or group of employees, may by agreement enter into an arrangement that:

- Extends the 4 week cycle in (a) (iv) up to a maximum of 12 weeks; and/or
- Increases the maximum hours in credit or debit that may be carried forward from one cycle to the next in (a) (v).
- An agreement under this clause is subject to:
  - there genuinely being work required to be undertaken during that additional time;
  - the new arrangement does not impose on other employees; and
  - the workload is managed in accordance with Part V of this Award.
- Any arrangement is to be agreed to in writing, specify the number of weeks over which the cycle will operate and the maximum hours in credit or debit that may be carried forward from one cycle to the next.
- A copy of this agreement will be provided to the employee, Director of the State Service Management Office, a union with relevant industrial coverage and be placed on the employee's personal file.
- Arrangements agreed under this clause will remain in place until withdrawn by either party by the giving of four weeks' notice in writing.
- An employee who is a member of a union may choose to be represented by that union in any meetings to discuss an arrangement under this clause.

3. COMPRESSED HOURS ARRANGEMENT

(a) A full time employee may seek approval from the employer for the ordinary hours of work to be worked according to a compressed hours arrangement for which the following provisions apply:

(i) A work pattern agreed between the employee and the employer that provides for ordinary hours of work to be worked in a compressed form to allow for a regular day off.

(ii) Ordinary hours are to be worked between 7:00am and 7:00pm on any day, Monday to Friday.

(iii) Up to 10 hours may be worked as ordinary time on any given day.

(iv) A compressed hours arrangement is to be agreed to in writing and specify the work pattern to apply, the commencement date and the review date for the arrangement.

(v) A compressed hours arrangement agreed under this clause will remain in place until withdrawn by either party by the giving of four weeks' notice in writing.

(vi) A compressed hours arrangement may be refused by the employer based on the operational requirements of the Agency. Where an arrangement is refused the employer is to provide the reason/s why the arrangement is unable to be accommodated.

(vii) Where an employee is working a compressed hours arrangement they will be debited the hours they would ordinarily work on a day as part of the agreed work pattern when they take any form of leave.

(viii) No deductions for leave are to be made for an employee working a compressed hours arrangement on their regular day off.

4. OVERTIME FOR DAY WORK

(a) The employer may require an employee to work reasonable overtime in accordance with the conditions of this clause.

(b) Overtime means all time worked in excess and outside of an employee's normal ordinary hours of duty which includes:

(i) time worked in excess of 7 hours and 21 minutes on any one day Monday to Friday inclusive; or

(ii) Time worked outside the span of hours of 7.00am to 7.00pm; or

(iii) Any time worked on a Saturday, Sunday or Holiday with Pay.

(c) Subclause (b)(i) of this clause does not apply to employees to whom Clause 2 – Flexitime for Day Work applies. These employees may work up to 10 hours in any one day as ordinary hours.

(d) Employees who have arrangements in accordance with Part V – Workplace Flexibility - Clause 3 – Workplace Flexibility Arrangements may agree to vary any of the provisions of subclause (b).

(e) This clause does not apply to employees covered by Part VII - Special Provisions for Shift Work. Provisions for overtime for these employees are included in Part VII.

(f) An employee is to be given reasonable notice of the requirement to work overtime, where practicable.

(g) No payment is to be made for overtime worked unless the work was required by the employer. "Authorised" means a verbal or written requirement to undertake work that is recognised as overtime or an instruction that necessitates work outside of or in excess of an employee's ordinary hours of duty.

(h) Overtime is payable to all employees classified up to the maximum salary point of Band 8 of the General Stream and up to the maximum salary point of Band 4 of the Professional Stream at their normal salary rate, including the Higher Duties Allowance/More Responsible Duties Allowance provisions and subject to the provisions of this clause.

(i) An employee may refuse to work overtime in circumstances where working overtime would result in the employee working hours that are unreasonable having regard to:

(i) any risk to the employee's health and safety;

(ii) the employee's personal circumstances including any family responsibilities;

(iii) the needs of the workplace;

(iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and

(v) any other relevant matter.

(j) Payment of Overtime – Day Workers

Overtime is to be paid at the following rates:

(i) Monday to Friday inclusive – at the rate of time and a half of the employee's normal salary rate for the first three hours, and double time thereafter;

(ii) Saturdays and Sundays – at the rate of double the employee's normal salary rate for all time worked;

(iii) Holidays with pay – at the rate of double time and a half of the employee's normal salary rate for all time worked.

No employee is to receive in aggregate more than the equivalent of double time and a half of the employee's normal salary rate.

(k) Minimum Break

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

(ii) Employees (other than casual employees) who work so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least eight consecutive hours off duty between those times, are to, subject to this clause, be released after completion of such overtime until that employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(iii) Subject to this clause, if on the instructions of the employer, employees resume or continue work without having had eight consecutive hours off duty, they are to be paid at double their normal salary rates until they have been released from duty for a continuous period of at least eight hours and they are to then be entitled to be absent until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(iv) This subclause is not to apply to an employee on availability who is recalled to duty unless that employee is required to work for an actual period of three hours or more on such recall or on each of such recalls.

(v) For the purpose of calculating overtime, each day's work will stand alone.

(l) Reimbursement of Child Care Costs where Directed to Work Outside Normal Hours

An employee required to work outside their normal hours or pattern of work is to be reimbursed any additional commercial child care costs incurred by the employee in undertaking this work.

(m) Overtime not Continuous with Ordinary Hours of Work

An employee who is required to return to the workplace to work overtime for which they have received reasonable notice and which is not continuous with the employee's ordinary hours of work is to be paid a minimum payment of 3 hours at the appropriate overtime rate.

PROVIDED that, where an employee returns to work for a short period to perform duties, as part of their normal work, that include scheduled and routine updating of IT systems or for planned out of hours community meetings, including meetings of volunteers, they will be paid overtime at the appropriate rate for the actual time worked.

5 TIME OFF IN LIEU OF PAYMENT FOR OVERTIME

(a) An employee may elect, with the consent of the employer, to take time off in lieu (TOIL) of payment for overtime at a time or times agreed with the employer.

(b) Unless otherwise agreed, TOIL taken as time off during ordinary hours is to be taken at the ordinary time rate.

(c) Unless otherwise agreed between the relevant manager and the employee and satisfactorily documented prior, TOIL not taken within 28 days will be paid out at the rate(s) the TOIL was accrued as overtime, as soon as reasonably practicable and whenever possible in the next full pay period.

(d) Any TOIL not taken at the time of cessation of employment is to be paid out to the employee at the rate(s) the TOIL was accrued as overtime.

6. AVAILABILITY AND RECALL

(a) For the purposes of this clause:

(i) Time reasonably spent in travelling to and from work is to be regarded as time worked.

(ii) An employee is required to maintain a record in the form of a time-sheet for all time worked.

(iii) Eligibility for payment according to this clause is for duties assigned a classification of up to and including the maximum salary of Band 8 of the General Stream and the maximum salary of Band 4 of the Professional Stream.

(iv) For an employee classified at Bands 7 and 8 of the General Stream and Bands 3 and 4 of the Professional Stream to be on-call the Head of Agency is to be satisfied that specialist skills at these levels are required for the work that is to be undertaken.

(v) An employee who returns to work for short periods to perform specific duties such as checking equipment or machinery, undertaking security or care-taking duties or similar, as part of their normal duties, is excluded from the provisions of this clause.

(b) Availability

(i) The employer may require an employee, by way of a roster or direction, to be available to resume duty and the employee is required to remain:

(1) Fit for duty; and

(2) Readily contactable while so rostered or directed; and

(3) Able to resume duty.

(ii) An employee required to be available is to be paid $3.96 per hour for each hour the employee is required to be available, with a minimum payment for eight hours.

(iii) An employee required to return to the workplace to resume duty is to be remunerated in accordance with the Recall provisions of this clause.

(iv) An employee required to undertake duties without returning to the workplace is to be paid at the appropriate overtime rate for a minimum period of one hour.

(1) Payment is to be calculated on the cumulative hours worked and be rounded up to the nearest hour.

(2) Any further requirement to undertake duties without returning to work that occurs within one hour of the commencement of the first requirement, in accordance with subclause (b)(iv) of this clause, for which a minimum payment is to be made, does not attract any additional payment until the time actually worked exceeds one hour.

(3) For the purposes of this calculation each day of availability stands alone.

(c) Recall

(i) An employee recalled to work overtime without receiving prior notice and which is not continuous with normal rostered duty is to be paid as follows:

(1) For the first recall a minimum payment of three hours at the appropriate overtime rate.

(2) Any subsequent recalls occurring up to three hours from the commencement of the first recall for which a minimum payment has been made, in accordance with paragraph (1) of this subclause will receive no additional payment until the time actually worked exceeds three hours.

(3) Any further recalls are to be paid at appropriate overtime rates as prescribed by Clause 3 - Overtime for Day Work - of Part VI – Hours of Work and Overtime of this award for all actual time worked.

(ii) For the purposes of determining the first recall period each continuous availability period stands alone and where a continuous availability period exceeds 24 hours each 24 hour availability period is to stand alone.

(iii) An employee recalled to work within three hours of commencing normal duty, is to be paid at the appropriate overtime rate for that period up until the commencement time of the normal duty, but the employee is not to be obliged to work for the full period if the work for which the employee was recalled is completed satisfactorily in less time.

PART VII –SHIFT WORK PROVISIONS

1 DEFINITIONS

'Shift worker' means an employee (other than a casual employee) who:

(a) Works their ordinary hours according to a shift roster; and

(b) Under the shift roster some or all of the shift falls outside the span of hours as set out in Part VI – '*Hours of Work and Overtime for Day Work', Clause 1 – 'Ordinary Hours of Work for Day work', or on a Holiday with Pay*

'**Shift work**' means ordinary hours of work performed in accordance with a shift roster and may include Saturdays, Sundays or Holidays with Pay.

'**Shift roster**' specifies the commencing and finishing times of the ordinary hours of work for each shift for the employee for a rostered shift cycle – being the period of the shift. A shift may be rostered for Morning shift, Day shift, Afternoon shift or Night shift.

'**Rostered shift cycle**' means a period of at least 28 consecutive calendar days for which the rostered shifts are specified for an employee.

'**Morning shift**' means a shift commencing at or after 4.00am but before 7.00am.

'**Day shift**' means a shift commencing at or after 7.00am and finishing at or before 7.00pm

'Afternoon shift' means a shift finishing after 7.00 pm and at or before midnight.

'Night shift' means a shift finishing after midnight and at or before 8.00am or a shift commencing between midnight and before 4.00 am.

'**Saturday shift**' means a shift where the major portion of the shift falls on a Saturday.

'**Sunday shift**' means is a shift where the major portion of the shift falls on a Sunday.

'**Holiday with Pay shift**' means a shift where the major portion of the shift falls on a day specified as a Holiday with Pay under Part VIII – 'Leave and Holidays with Pay', Clause 1 – 'Holidays with Pay'.

'**Seven-day shift roster**' means a shift roster that ordinarily includes Saturday and Sunday shifts.

'**Seven-day shift worker**' means a shift worker who works according to a seven-day shift roster. Seven-day shift workers may be entitled to additional recreation leave in accordance with Part VIII – 'Leave and Holidays with Pay, Clause 5(a)(iii), (iv) and (v).

'**Rostered Day Off**' means a day that is specified in a shift roster on which a shift worker is not required to attend for work. This is not an accrued day off as defined in Clause 3 of this Part.

2. ORDINARY HOURS OF WORK FOR SHIFT WORKERS

(a) The ordinary hours of work for a full-time shift worker is 36.75 hours per week except where the ordinary hours are specified as 38 hours per week in an Agreement registered with the Tasmanian Industrial Commission.

(b) A full-time (36.75 hours per week) shift worker will be rostered to perform 147 ordinary hours in 28 consecutive days. The ordinary hours will not exceed 7.21 hours in any one day.

(c) A part-time (36.75 hours per week) shift worker will be rostered to perform pro-rata of 147 ordinary hours in 28 consecutive days based on their full time equivalence. The ordinary hours will not exceed 7.21 hours in any one day.

(d) A full-time (38 hours per week) shift worker will be rostered to perform 152 ordinary hours in 28 consecutive days. The ordinary hours will not exceed 8 hours in any one day.

(e) A part-time (38 hours per week) shift worker will be rostered to perform pro-rata of 152 ordinary hours in 28 consecutive days based on their fulltime equivalence. The ordinary hours will not exceed 8 hours in any one day.

(f) The ordinary weekly hours of a shift worker may be averaged over a period in excess of 28 days where agreed in writing between the employee and employer but the period over which the weekly hours are averaged shall not exceed 12 months.

3. ACCRUED DAYS OFF

(a) Notwithstanding sub-clauses 2(b) or (d), a full-time shift worker may be rostered to work up to 154.35 (working 36.75 ordinary weekly hours) or 160 (working 38 ordinary weekly hours) hours in a rostered shift cycle of 28 calendar days, and the employee is able to accrue time to enable them to have one Accrued Day Off (ADO) at a time agreed between the employee and their manager.

(b) Accrual towards an ADO does not occur when an employee is on any form of leave with the exception of paid recreation, personal, family violence, compassionate or bereavement leave. Each shift of paid recreation, personal, family violence, compassionate or bereavement leave taken during a roster shift cycle is regarded as a shift worked for the purposes of calculating accrual towards an ADO.

(c) ADOs cannot be taken in advance and must only be taken when the equivalent amount of time has accrued.

(d) An employee may accrue a maximum of five (5) ADOs at any time unless otherwise agreed between the relevant manager and the employee and satisfactorily documented prior.

4. MEAL BREAKS

(a) An employee will not be required to work for more than five continuous hours without an unpaid meal break of at least thirty minutes duration.

(b) By agreement between the employer and an employee, an employee may work in excess of five hours but not more than six hours at the normal salary without a meal break.

5. SHIFT ROSTERS

Shift workers are to work in accordance with a shift roster as directed by the employer that:

(a) Provides a rostered shift cycle of at least 28 consecutive calendar days which:

  (i) Stipulates the shifts of work including the commencing times and finishing times;

  (ii) Includes at least eight rostered days off;

  (iii) Provides a minimum of two consecutive days off duty, except where, by mutual agreement between the employer and the employee concerned, another arrangement is agreed;

(iv) Where applicable includes an ADO; and

(v) Where the roster provides for more than one type of shift (e.g., Morning, Day, Afternoon, Night), ensure that employees are rotated through the shift types, except where, by mutual agreement between the employer and the employee[s] concerned, another arrangement is agreed.

(b) Is notified to employees at least 14 days prior to the start of the rostered shift cycle.

(c) An employee's shift on a roster shall not be changed at the direction of the employer without seven days' notice. Failure to provide seven days' notice will result in payment of the relevant overtime rate (specified in Clause 7(c)(ii)) for that shift, unless otherwise agreed between the employer and the relevant employee in which case no penalty will be payable.

(d) Provides for not more than eight shifts to be worked in any nine consecutive days.

(e) Provides shift lengths of at least three hours and not exceeding eight hours, to be worked continuously.

(f) Provides that employees are to be allocated two consecutive rostered days off after four consecutive night shifts. Employees who resume work without having had two consecutive days off following four consecutive night shifts are to be paid at the appropriate overtime rate (specified in Clause 7(c)(ii)) until they have been released from duty for a period of two consecutive days.

(g) Provide for a minimum break between rostered shifts of eight hours.

(h) Except at the regular changeover of shifts, a shift worker shall not be rostered to work more than one shift in any 24-hour period.

(i) Notwithstanding subclause (f) overtime rates will not be paid where an employee has elected to vary their roster, or due to an employee instigated shift swap, or an employee and employer agreement to swap a shift by mutual agreement which has led to a period of less than two consecutive rostered days off after four consecutive night shifts.

6. PENALTY RATES

(a) Morning and Afternoon Shifts

Shift workers working a morning or afternoon shift will be paid 15% more than the employee's normal salary rate for the whole period of the shift.

(b) Night Shifts

Shift workers working a night shift will be paid 27.5% more than the employee's normal salary rate for the whole period of the shift.

(c) Saturday, Sunday and Holiday with Pay Shifts.

Shift workers who undertake work on a rostered shift on a Saturday, Sunday or a Holiday with Pay are to be paid as follows:

(i) Saturday Shift

For a rostered Saturday shift, payment is to be one and one half of the employee's normal salary rate for all the hours worked as part of that shift.

(ii) Sunday Shift

For a rostered Sunday shift, payment is to be double the employee's normal salary rate for all the hours worked as part of that shift.

(iii) Holiday with Pay Shift

For a rostered Holiday with Pay shift, payment is to be double and one half of the employee's normal salary rate for all the hours worked as part of that shift.

Provided that seven-day shift workers are to be paid at the rate of double time.

(d) The penalty rates of pay detailed in this sub-clause (c) are in substitution for, and not cumulative upon, the shift penalties prescribed in sub–clauses (a) and (b) of this Clause.

(e) For the purpose of calculating the rates of pay applicable for a Saturday, Sunday or Holiday with Pay Shift, a shift that finishes on the day after it commenced will be paid at the rate applicable for the day upon which the majority of the shift work is worked.

(f) For the purpose of calculating a penalty rate for a shift an employee's normal salary rate includes any higher duties or more responsible duties allowance applicable to the duties undertaken as part of that shift.

7. OVERTIME

(a) The employer may request a shift worker to work reasonable overtime in excess of the ordinary hours specified in the shift roster.

(b) 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:

(i) any risk to the employee's health and safety;

(ii) the employee's personal circumstances including family responsibilities;

(iii) the needs of the workplace;

(iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and

(v) any other relevant matter.

(c) For all time worked by a full-time shift worker in excess of the ordinary hours of their rostered shift, or on a shift other than their rostered shift, the employee is to be paid as follows:

(i) If the overtime is continuous with their rostered shift, at double the employee's normal salary rate,

(ii) If the overtime is not continuous with their rostered shift:

(1) For all work undertaken on a Monday to Friday, at time and one half of the employee's normal salary rate for the first three hours and double the employee's normal salary rate thereafter.

(2) For all work undertaken on a Rostered Day Off, Saturday or Sunday at double the employee's normal salary rate.

(3) For all work undertaken on a Holiday with Pay as prescribed by Part VIII – 'Leave and Holidays with Pay', at double the employee's normal salary rate.

(d) Minimum Rest Break After Overtime

(i) An employee who undertakes overtime will have at least eight consecutive hours off duty between overtime and rostered shifts unless otherwise agreed.

(ii) Where a rostered shift is scheduled to commence before an employee has had at least eight consecutive hours off duty, the employee will be released from duty until that employee has had eight consecutive hours off duty without loss of pay for the ordinary working time occurring during such an absence.

(iii) Where the employer directs an employee to resume or continue work without having had eight consecutive hours off duty, they are to be paid at double their normal salary rate until they have been released from duty for a continuous period of at least eight hours. The employee is then entitled to be absent until such time as they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

8. ROSTERED DAY-OFF WHICH FALLS ON A HOLIDAY WITH PAY

A full time shift worker who, according to their shift roster, has a rostered day off which falls on a Holiday with Pay as prescribed in Part VIII – 'Leave and Holidays with Pay', Clause 1- Holidays with Pay is to be paid 7 hours and 21 minutes for employees working a 36.75 hour week or 7 hours and 35 minutes for employees working a 38 hour week, at the employee's normal salary rate.

9. DAYLIGHT SAVING

Where a shift worker works a Saturday or Sunday shift during which the time changes because of the start or finish of daylight saving, the employee is to be paid the actual hours worked at the appropriate salary rate prescribed by Part VII - 'Special Conditions for Shift Workers, Clause 6 – Penalty Rates, sub-clause (b).

10. PART-TIME SHIFT WORKERS

Part-time shift workers are entitled to the provisions of Part VII - Shift Work Provisions with the following exceptions:

(a) Overtime

(i) A part-time shift worker is to be paid overtime for all time worked in excess of the ordinary hours of their rostered shift.

(ii) A part-time shift worker who agrees to work shifts, other than their rostered shifts, is not entitled to be paid overtime for these shifts unless the hours worked in a rostered shift cycle exceeds the ordinary hours of work for a fulltime shift worker in that rostered shift cycle or the hours worked in that rostered shift cycle exceeds the number of additional hours that employee can work at ordinary hours according to their instrument of appointment.

(iii) Where the part-time shift worker and employer agree to swap a shift by mutual agreement then overtime would not apply unless the hours worked in the rostered shift cycle exceeded the ordinary hours of a fulltime shift worker in that rostered shift cycle.

(b) Rostered Day Off which falls on a Holiday with Pay

(i) A part-time shift worker who, by their normal work arrangements, was available to have worked on a day that is a Holiday with Pay as prescribed in Part VIII – Leave and Holidays with Pay, Clause 1 Holidays with Pay, but is rostered not to work is to be paid at the employee's normal salary rate for the hours they would have worked had they been rostered to work on that day.

(ii) A part-time shift worker whose normal work arrangements means that they would not work on a day that is a holiday with pay as prescribed in Part VIII – Leave and Holidays with Pay, Clause 1 Holidays with Pay is not entitled to be paid for that day.

11.AVAILABILITY AND RECALL

PART VI – Hours of Work and Overtime for Day Work, Clause 6 – Availability and Recall also applies to shift workers.

PART VIII – LEAVE AND HOLIDAYS WITH PAY

1. HOLIDAYS WITH PAY

(a) Employees, other than casual employees, are entitled to be absent from work without loss of pay on:

New Year's Day, Australia Day, Eight Hours Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, King's Birthday, Show Day, Cup Day (either half day or full day), Hobart Regatta Day (South of Oatlands), Recreation Day (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day;

or any other day, or part thereof, that is proclaimed from time to time according to the Statutory Holidays Act 2000.

(b) In addition all employees are entitled to receive one local show day. It is to be observed on a day other than a Saturday or Sunday, in the city, town, or district in which the employee is engaged, or in the absence of a local show day, any other day that is agreed to between the employer and the employees.

(c) A part time employee whose ordinary hours of work do not fall on a holiday with pay is not to be paid for that day.

(d) An employee who is absent from work on a period of leave without pay, or who is absent from work on a period of either paid or unpaid parental leave, is not to be paid for that day.

(e) An employee who is required to attend for duty on a holiday with pay is to receive remuneration in accordance with Part VI Clause 4 (j)(iii).

(f) An employee may choose to substitute the Australia Day holiday with pay for another substitution day with pay to be taken within a four-week period from 26 January, as agreed between the employee and employer.

(g) Notwithstanding subclause (e), an employee who chooses to substitute the Australia Day holiday with pay in subclause (f) is not eligible for remuneration in accordance with Part VI Clause 4 (j) for the ordinary hours worked on the Australia Day holiday with pay.

2. PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to, paid parental leave for primary care givers and Secondary Caregivers, unpaid parental leave, special parental leave, Adoption Leave, and grandparent leave in connection with the birth or adoption of a child.

(a) Definitions

For the purposes of this clause:

(i) **'Child'** means in relation to birth-related leave, a child (or children from a multiple birth) of the Employee or the Employee's Spouse or the Employee's legal surrogate; under the age of one year except for:

(1) Any additional period of paid Secondary Caregiver Leave accessed in accordance with subclause (f), where 'child means up to 78 weeks of age; and

(2) The adoption of a child where 'child' is defined as 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 their spouse or a child who has previously lived continuously with the employee for a period of six months.

(ii) **'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 birth or expected birth or placement or expected placement a reasonable expectation of ongoing employment on a regular and systematic basis.

(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 medial 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) **'Grandchild'** means a grandchild of the employee (including step-grandchild or adopted grandchild) under the age of one year except for:

(1) The adoption of a grandchild where 'grandchild' is defined as a grandchild of the employee under the age of sixteen years at the day of placement.

(viii) '**Grandparent Leave'** means parental leave for grandparents who assume the Primary Caregiver role for a grandchild.

(ix) **'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.

(x) **'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.

(xi) **'Personal Leave'** for the purposes of this clause means absence due to personal illness or injury.

(xii) **'Primary Caregiver'** means a person who assumes the principal role of providing care and attention to a child. The Primary Caregiver is the person who meets the child's physical needs more than anyone else. Only one person can be a child's Primary Caregiver on a particular day. The employer may require confirmation of Primary Caregiver status.

(xiii) **'Secondary Caregiver'** means a person who has parental responsibility for the child but is not the Primary Caregiver.

(xiv) **'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.

(xv) **'State Service'** means an organisation listed in Schedule 1 of the *State Service Act 2000*.

(b) Entitlement to Unpaid Parental Leave

(i) Subject to the provision of this clause, after 12 months continuous service an employee is entitled to up to 52 weeks unpaid parental leave in relation to the birth of a child of the employee, the employee's spouse or the employee's legal surrogate or the placement of a child with the employee; and the employee has or will have responsibility for the care of the child.

For birth parents, paid Primary Caregiver Leave may be accessed in accordance with subclause (c) and for non-birth parents, paid Secondary Caregiver Leave may be accessed in accordance with subclauses (e) and (f). Paid Adoption Leave may be accessed in the case of adoption in accordance with subclause (h) and paid grandparent leave may be accessed in accordance with subclause (i) by grandparents who assume primary caregiving responsibility for the child at the time of birth.

An employee's entitlement to 52 weeks unpaid parental leave is reduced by any amount of paid Primary Caregiver Leave, paid Secondary Caregiver Leave or Paid Adoption Leave which that employee accesses in accordance with subclauses (c), (e), (f) or (h).

(ii) Parental Leave is only available to one employee at a time in a single unbroken period, except both the primary care giver and secondary care giver are entitled to access simultaneous parental leave in the following circumstances:

(1) for leave in relation to the birth of the employees' child, an unbroken period of eight weeks simultaneous leave.

(2) for Adoption Leave, an unbroken period of up to eight weeks at the time of placement of the child.

(iii) Except where provided for otherwise in clause 2 of this part, and except for an additional period of paid Secondary Caregiver parental leave accessed in accordance with subclauses (e)(i) and (h)(iii), paid parental leave commences from the date of birth or adoption of the child.

(iv) Parental leave may only be taken by an employee in a single unbroken period.

PROVIDED that an employee entitled to additional paid Secondary Caregiver Leave in accordance with subclauses (f)(i) and (h)(iii) may access parental leave in up to two unbroken periods.

(v) Right to request extension to unpaid parental leave and simultaneous unpaid parental leave

(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 a maximum of 104 weeks;

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.

(3) In the case of an Employee who is a member of a couple, the period of the extension cannot exceed 12 months, less any period of parental leave that the other member of the couple will have taken in relation to the Child.

(vi) An employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.

(ix) 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) Paid Primary Caregiver Leave

(i) After 12 months continuous service an eligible employee who will be the Primary Caregiver at the time of birth of their child, will be entitled to 18 weeks paid Primary Caregiver Leave. An employee's entitlement to unpaid parental leave pursuant to subclause (b)(i) will be reduced by any amount of paid Primary Caregiver Leave accessed by that employee in accordance with this subclause.

(ii) The 18 weeks paid Primary Caregiver Leave is to be taken at the commencement of the period of parental leave and must be taken in a consecutive period, except in circumstances provided for in Part VIII, Clause 4(e)(ii).

(iii) Subject to subclause (c)(i) and unless agreed otherwise between the employer and employee, an employee who is pregnant may commence paid Primary Caregiver Leave as the Primary Caregiver in accordance with this subclause at any time within six weeks immediately prior to the expected date of birth. In all other cases, paid parental leave for the Primary Caregiver accessed under this subclause commences on the day of birth.

(iv) An employee who is pregnant and 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 the employee is fit to work on their normal duties.

(v) Only one employee can receive paid parental leave entitlements as the Primary Caregiver in respect of the birth of their child. An employee cannot receive Primary Caregiver Leave entitlements if:

(1) their spouse is, or will be, the Primary Caregiver at the time of the birth of their child, or

(2) their spouse has received, or will receive, paid parental leave (in connection with a requirement to act as a Primary Caregiver), Primary Caregiver entitlements, or a similar entitlement, from their employer; or

(3) that employee has received, or will receive, Secondary Caregiver parental leave entitlements in relation to their child.

(vi) The rate of pay for an employee during the period of the paid Primary Caregiver Leave is the normal rate of pay, as defined in subclause (a)(x).

(vii) The employee may elect to take payment for the paid period of the absence,

- prior to the commencement of the leave or;
- over 18 consecutive weeks at a full rate pay or;
- over 36 consecutive weeks at half rate of pay

(vii) Where an employee elects to take half pay over 36 weeks, the payment beyond the 18 weeks does not increase the accrual of paid leave entitlements prescribed by this award.

(d) Special Parental Leave

(i) An employee who is pregnant and who has not yet commenced parental leave and who suffers an illness related to their pregnancy or is required to undergo a pregnancy related medical procedure is to be granted any paid personal leave to which the employee is entitled and such further unpaid special parental leave as a registered medical practitioner certifies as necessary before their return to work.

(ii) Where a pregnancy related illness or medical procedure is continuous with the commencement of paid parental leave the aggregate of paid personal leave, special parental leave and parental leave taken by an employee 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 28 weeks before the expected date of birth the employee is entitled to up to 52 weeks parental leave, including 18 weeks paid special parental leave, certified as necessary by a registered medical practitioner.

(iv) Special parental leave is in addition to compassionate and bereavement leave.

(e) Paid Secondary Caregiver Leave

(i) After 12 months continuous service an eligible employee who will be the Secondary Caregiver at the time of birth of their child, is entitled to 4 weeks paid Secondary Caregiver Leave. An employee's entitlement to unpaid parental leave pursuant to subclause (b)(i) will be reduced by any amount of paid Secondary Caregiver Leave accessed by that employee in accordance with this subclause. The 4 weeks paid Secondary Caregiver Leave is to be taken at the time of the birth, except in circumstances provided for in Part VIII, Clause 4(e)(ii).

(ii) An employee will also be entitled to access a further 2 weeks of accrued leave entitlements (Recreation or Long Service Leave) or as Leave Without Pay.

(iii) Only one parent can receive Secondary Caregiver Leave entitlements in respect to the birth of their child.

(iv) An employee cannot receive Secondary Caregiver Leave entitlements where the employee has received Primary Caregiver Leave entitlements in relation to their child.

(v) The rate of pay for an employee during the period of the paid Secondary Caregiver Leave is the normal rate of pay, as defined in subclause (a)(x).

(f) Accessing Additional Paid Parental Leave for Secondary Caregivers who assume Primary Caregiving Responsibility

(i) A Secondary Caregiver will be entitled to access up to an additional 12 weeks paid Secondary Caregiver Leave within the first 78 weeks of the date of birth of the child, provided that:

(1) The employee assumes primary caregiving responsibility for their child for the duration of the additional period of paid Secondary Caregiver Leave, by meeting their child's physical needs more than anyone else; and

(2) The employee's spouse is not concurrently receiving paid parental leave (in connection with a requirement to act as a Primary Caregiver), Primary Caregiver entitlements, or a similar entitlement, from their employer.

(3) Where an employee who has commenced additional paid Secondary Caregiver Leave under this subclause ceases to act as the Primary Caregiver for their child, the entitlement to additional paid leave under this clause will end.

(4) An Employee cannot receive Secondary Caregiver Leave entitlements where the Employee has received Primary Caregiver parental leave entitlements in relation to their child.

(ii) An employee's entitlement to unpaid parental leave pursuant to subclause (b)(i) will be reduced by any amount of additional paid Secondary Caregiver Leave accessed by that employee in accordance with this subclause.

(iii) The rate of pay for an employee during the additional period of paid Secondary Caregiver Leave is the normal rate of pay, as defined in subclause (a)(x).

(g) Notice and Evidence Requirements

(i) The following notice and evidence requirements apply to periods of parental leave taken in relation to the birth of an employee's child, but do not apply to parental leave taken in relation to the adoption of a child or to grandparent

leave. The notice and evidence requirements for parental leave in relation to the adoption of a child are provided in subclause (h), The notice and evidence requirements for grandparent leave are provided in subclause (i).

(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) at least ten weeks' notice of the expected date of birth in a certificate from a registered medical practitioner stating that the employee or their spouse is pregnant;

(2) at least four weeks' notice of the date on which the employee proposes to commence parental leave and the period of leave to be taken and the nature of caregiving responsibilities which the employee will assume for the period of leave sought (i.e. Primary or Secondary Caregiver);

(3) particulars of any period of parental leave sought or taken by the employee's spouse;

(4) where the employee is proposing to access the additional 12 weeks paid Secondary Caregiver Leave in accordance with subclause (f), written notice at least ten weeks in advance of the commencement of the additional period of leave confirming that the employee will assume primary caregiving responsibility for their child for the duration of the period of leave proposed;

(iii) An employee is not in breach of this clause if failure to give the required notice is due to the birth occurring earlier than expected date of birth or other compelling circumstances.

(h) Paid Adoption Leave for the Adoption of a Child

(i) Paid Adoption Leave for Primary Caregivers

(1) After 12 months continuous service an employee identified as the Primary Caregiver at the time of adoption of their child is entitled to 18 weeks Paid Adoption Leave continuous from the day of placement

(2) An employee's entitlement to 52 weeks unpaid parental leave pursuant to subclause (b)(i) will be reduced by any amount of Paid Adoption Leave accessed by that employee in accordance with this subclause, except in circumstances provided for in Part VIII, Clause 4 (e)(ii).

(ii) Paid Adoption Leave for Secondary Caregivers

(1) After 12 months continuous service, an employee who will be the Secondary Caregiver at the time of adoption of their child is entitled to 4 weeks Paid Adoption Leave continuous from the day of placement.

(2) The period of Paid Adoption Leave forms part of the 52-week unpaid parental leave entitlement provided in subclause (b)(i), except in circumstances provided for in Part VIII Clause 4 (e)(ii).

(iii) Additional Paid Adoption Leave for Secondary Caregivers

(1) A Secondary Caregiver will be entitled to access an additional 12 weeks Paid Adoption Leave within the first 78 weeks of the date of placement of their child, provided that:

(A) The employee assumes primary responsibility for the care of their child for the duration of the additional period of Paid Adoption Leave, by meeting their child's physical needs more than anyone else; and

(B) The employee's spouse is not concurrently receiving Paid Adoption Leave (in connection with a requirement to act as a Primary Caregiver), Primary Caregiver entitlements, or a similar entitlement, from their employer.

(C) Where an employee who has commenced additional Paid Adoption Leave under this subclause ceases to act as the Primary Caregiver for their child, the entitlement to additional paid leave under this clause will end.

(2) Leave accessed in accordance with this subclause forms part of the employee's 52 week unpaid parental leave entitled provided in subclause (b)(i).

(iv) The rate of pay for an employee during the period of the Paid Adoption Leave is the normal rate of pay, as defined in subclause (a)(x).

(v) Notice and Evidence Requirements

(1) The notice and evidence requirements of this subclause apply in respect of all Paid Adoption Leave and unpaid parental leave sought in connection with an employee's adoption of a child.

(2) An employee is to notify the employer at least 10 weeks in advance of the date of commencement of parental leave for the adoption of a child and the period of leave to be taken. An employee may commence parental 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.

(3) Before commencing parental leave for the adoption of a child, an employee is to provide the employer with a statutory declaration stating:

(A) the employee is seeking parental leave in connection with the adoption of a child; and

(B) whether the employee will act as the Primary or Secondary Caregiver for the period of Adoption Leave sought; and

(4) particulars of any period of Primary or Secondary Caregiver Adoption Leave sought or taken by the employee's partner.

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

(6) 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.

(7) 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.

(vi) 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.

(vii) An employee is not entitled to parental leave for the adoption of a child 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.

(i) Grandparent Leave

(i) After 12 months continuous service, an employee who is or will be the Primary Caregiver at the time of the birth or adoption of their grandchild is entitled to 18 weeks paid grandparent leave which forms part of an entitlement to 52 weeks unpaid grandparent leave.

(ii) To be eligible for paid and unpaid grandparent leave under this clause, the grandparent must be the person who meets the child's physical needs more than anyone else from the time of birth or adoption.

(iii) The period of leave commences at the time of birth or placement of the child and is to be taken in a continuous period.

(iv) The rate of pay for an employee during the period of paid grandparent leave is the normal rate of pay, as defined in subclause (a)(x).

(v) An employee is to provide at least 10 weeks written notice to the employer in advance of the expected date of commencement of grandparent leave.

(vi) An application for grandparent leave must include:

(1) a statutory declaration from the employee confirming that they will assume primary caregiving responsibility for the child for the duration of the leave sought; and

(2) either:

(A) Where the leave is sought in relation to the birth of their grandchild, a certificate from a registered medical practitioner confirming the birth or the estimated date of delivery; or

(B) Where the leave is sought in relation their grandchild's adoption, confirmation of the placement from the appropriate government authority;

(vii) An employee may commence grandparent leave prior to providing such notice where, through circumstances beyond the control of the employee, the birth or placement of their grandchild takes place earlier than expected.

(viii) Only one employee in respect of each newborn grandchild or newly adopted grandchild is entitled to access grandparent leave as the Primary Caregiver under this subclause.

(ix) An employee may only access grandparent leave under this clause for such time as they remain the Primary Caregiver for their grandchild.

(x) An employee's entitlement to access grandparent leave under this clause ceases where another person assumes primary care responsibilities for that employee's grandchild.

(j) 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.

(k) Parental Leave and Other Entitlements

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

(1) An employee may, subject to written application and approval, access any compassionate or bereavement leave they become entitled to during the period of parental leave 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 and 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.

(l) 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 their present work, the employee is to be transferred to a safe job, if the employer deems it practicable, until parental leave under this clause commences.

(ii) In circumstances where the employer is unable to provide a safe job for the employee the employee will continue to be paid at the normal rate of pay for the employee's ordinary hours of work for the period of the risk. The period of risk ends with the commencement of parental leave or six weeks before the expected date of birth, whichever is earlier.

(m) 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 an employee who was pregnant was moved to safe duties because of the pregnancy – immediately before the move; or

(2) if an employee who was pregnant began working part-time because of the pregnancy– immediately before the part-time work began; or

(3) otherwise – immediately before the employee commenced parental 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.

(n) 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 (1) of this parental leave clause applied.

(o) 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 (j) and the right to request provisions of subclause (b)(vi)1.

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

(p) 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 (p)(i) above.

(q) Lactation Breaks/Facilities

In order that employees can better combine the demands of work and parental responsibilities, an employee is to have reasonable time and access to suitable facilities in the workplace for the purpose of expressing milk, breastfeeding, or any other activity necessary for breastfeeding and expressing in the workplace.

(r) Surrogacy Arrangements

An Employee whose child is born through a surrogacy arrangement which complies with Part 4 of the *Surrogacy Act 2012* (Tas), is eligible to access the parental leave entitlements outlined in this clause as a Primary or Secondary Caregiver subject to meeting the eligibility, notice and evidence requirements outlined within this clause.

(s) Permanent Care Leave

An Employee will be entitled to access parental leave in accordance with this clause at a time agreed with the Employer if they are granted a permanent care order in relation to the custody or guardianship of a Child pursuant to the *Children, Young Persons and Their Families Act 1997* (Tas) (or any successor to the legislation) or a permanent parenting order by the Family Court of Australia and will be the Primary or Secondary Caregiver for that child.

3. PERSONAL LEAVE

The provisions of subclauses (a) to (o) apply to permanent and fixed-term employees but do not apply to casual employees, 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 Australia.

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

(iii) **'Immediate family'** subject to subclause (d), 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 ex-nuptial child), parent (including foster parent step parent or legal guardian), grandparent, grandchild, sibling or step sibling, brother-in-law, sister-in-law, son-in-law or daughter-in-law 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 Australia that provides for the registration or licensing of health practitioners.

(v) **'Personal Leave'** means leave provided for:

(i) personal illness or injury; or

(ii) to care for members of their immediate family or household who are sick and require care and support; or

(iii) to care for members of their immediate family or household who require care due to an unexpected emergency

(vi) **'Statutory Declaration'** means a declaration made in writing according to the requirements of the *Oaths Act 2001* (Tas). It is an offence under section 113 of the *Criminal Code,* as contained in Schedule 1 of the *Criminal Code Act 1924* (Tas), to make a false statement in a Statutory Declaration.

(b) Amount of Personal Leave

(i) Personal leave is available to an employee, when the employee is absent:

a. due to personal illness or injury; or

b. to provide care or support for a member of the employee's immediate family or household who is ill or injured; or

c. to provide care or support to a member of the employee's immediate family or household due to an unexpected emergency;

(ii) Personal leave is credited according to length of service. Part-time employees are entitled to personal leave in direct proportion 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.

(iii) Personal leave may be taken for part of a single day.

(c) 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) A period of personal leave without pay does not affect the credit of personal leave.

(d) Aboriginal Family Relationships

(i) The employer recognises that an Aboriginal employee may have members of their Aboriginal family who are not specified in the definition of 'immediate family' in subclause (a).

(ii) For the purpose of accessing the provisions of this clause, an Aboriginal employee may substitute 'Aboriginal family' in the place of 'immediate family'.

(iii) Without limitation, Aboriginal family relationships may include immediate family, extended family, kinship and cultural community relationships.

(iv) The employer recognises that the concept of family may mean different things to different people within the Aboriginal community and that the definition of the relationships referenced in subclause (d)(iii) may be different for individual employees.

(v) The provisions of this subclause also apply to casual employees and the entitlement provided pursuant to subclause (p).

(e) 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:

	Full pay	Half pay	Without pay
First year of service a credit is provided.	161.70 hours	323.40 hours	970.20 hours
On the 3rd anniversary of service the existing balance is replaced and a new credit is provided.	161.70 hours	323.40 hours	970.20 hours
On the 5th anniversary of service a new credit is added with the existing balance remaining.	Add 323.40 hours to existing balance	Add 161.70 hours to existing balance	Credit remains 970.20 hours
On the 6th anniversary of service the existing balance is replaced and a new credit is provided.	485.10 hours	485.10 hours	970.20 hours
On the 9th anniversary of service the existing balance is replaced and a new credit is provided.	485.10 hours	485.10 hours	970.20 hours
On the 10th anniversary of service a new credit is added with the existing balance remaining.	Add 485.10 hours to existing balance	No change to existing balance	Reduce credit by 485.10 hours
On the 12th anniversary of service the existing balance is replaced and a new credit is provided.	970.20 hours	485.10 hours	485.10 hours

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

(f) 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 73.50 hours 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 supported by evidence consistent with subclause (m) of this clause;

(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 (e), as if that employee was a permanent employee.

(g) 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 (e), 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 (g)(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 (e) is required.

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

(h) 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.

(i) 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.

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

(i) An employee is entitled to use up to a maximum of 147 hours of personal leave each year to provide care or support for a member of the employee's immediate family or household who is ill or injured or to provide care or support to a

member of the employee's immediate family or household due to an unexpected emergency;

(ii) 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 sub-clause (j)(i), beyond the limit set out in subclause (j)(i). In such circumstances, the employer and the employee are to agree upon the additional amount that may be accessed

(k) Sole Person Accessing Leave

In normal circumstances an employee is not to take leave to provide care or support at the same time as another person who has taken leave to care or support for the same person.

(l) Employee Must Give Notice

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

(i) As far as practicable 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;

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 provide care or support for a member of the employee's immediate family or household who is ill or injured or to provide care or support to a member of the employee's immediate family or household 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 or support 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.

(m) Evidence Supporting Claim

(i) When taking personal leave the employee is to provide the employer with evidence acceptable to a reasonable person that the employee was unable to attend duty on the day or days on which personal leave is claimed.

(ii) The evidence the employee is required to provide is:

(1) for leave on account of personal injury or illness, a medical certificate from a registered health practitioner;

(2) for leave to provide care or support to a member of the employee's immediate family, or a member of the employee's household, because of a personal illness or injury affecting the member, a medical certificate from a registered health practitioner stating the person concerned is ill or injured and that such illness or injury requires care or support by the employee;

(3) for leave to provide care or support to a member of the employee's immediate family, or a member of the employee's household, due to an unexpected emergency affecting the member, documentation acceptable to a reasonable person stating the nature of the emergency and the care or support required to be provided by the employee;

(iii) If it is not reasonably practicable for the employee to give the employer a medical certificate as prescribed in paragraphs (1) and (2) or other acceptable documentation as prescribed in paragraph (3) a statutory declaration made by the employee, stating the circumstances and the reasons for which leave is required is to be provided.

(iv) An employee may take up to 5 days of personal leave in any personal leave year without being required to provide evidence in support of their application except where an absence is for 3 or more consecutive days, in which case the requirements of sub-clauses (ii) and (iii) apply.

(v) Other than an application for personal leave under sub-clause (iv), an application for personal leave that is not supported by the evidence required under subclauses (m)(i), (ii) and (iii) will not be accepted.

(n) Verification of Personal Leave

(i) If the employer is not satisfied that an employee has provided evidence that is acceptable to a reasonable person to support an application for a period of personal leave the employer may request the employee to provide a written explanation to verify the application.

(ii) A request for an explanation by the employer is to specify the area(s) of concern the employer has in sufficient detail to enable the employee to provide a response. The employee will be provided a reasonable opportunity to respond.

(iii) After considering the employee's response, the employer may:

(a) Accept the employee's response as verifying the application; or

(b) counsel the employee regarding future applications; or

(c) counsel the employee and notify the employee that all applications for personal leave for a specified period must be supported by the evidence requirements of (m)(ii) (i.e. cannot be replaced by a Statutory Declaration); or

(d) 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, for an assessment of the basis for the employee's application for leave.

(iv) If the employee is aggrieved at the decision taken by the employer in sub-clause (iii) they may raise a grievance through the Part XI (3) – Grievance and Dispute Settling Procedures.

(o) Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, the employee is entitled to take unpaid personal leave to provide care or support for a member of the employee's immediate family or household who is ill or injured or to provide care or support to a member of the employee's immediate family or household 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 (l) and (m) are met.

(p) Casual Employees

(i) Subject to the evidentiary and notice requirements in subclauses (l) and (m) casual employees are entitled to not be available to attend work, or to leave work to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of a personal illness or injury affecting the member; or an unexpected emergency affecting the member.

(ii) The employer and the employee are to agree on the period for which the employee is 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 sub-clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

4. COMPASSIONATE AND BEREAVEMENT LEAVE

(a) Purpose

(i) **'Compassionate Leave'** is an entitlement to paid leave available for an employee when a member of the employee's immediate family or household has a life threatening illness or injury and for whom the employee is providing care or support.

(ii) **'Bereavement Leave'** is an entitlement to paid leave available for an employee to allow that employee to grieve and to attend to funeral and other arrangements due to a death, in the following circumstances:

(1) when a member of the employee's immediate family or household dies; or

(2) when a baby in the employee's immediate family or household is stillborn; or

(3) where an employee or their spouse experiences a miscarriage.

(b) Definitions

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

(ii) **'Immediate family'** subject to subclause (d), in respect of an employee includes a:

(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 ex-nuptial child), parent (including foster parent, step parent or legal guardian), grandparent, grandchild, sibling or step sibling, of the employee or employee's spouse.

(3) The employer acknowledges that employees may have significant relationships outside of those specified in sub-clause (b)(i) and (ii) and therefore would consider an application for bereavement leave in those circumstances. The amount of any bereavement leave would be at the discretion of the employer.

(iii) 'Personal Leave Year' is as specified in Part VIII Clause 3(c) of this Award.

(iv) For the purpose of this clause miscarriage means a spontaneous loss of an embryo or fetus before a period of gestation of 20 weeks.

(v) For the purpose of this clause a stillborn child is a child:

(1) who weighs at least 400 grams at delivery or whose period of gestation was at least 20 weeks; and

(2) who has not breathed since delivery; and

(3) whose heart has not beaten since delivery.

(c) Entitlement

(i) An employee is entitled to compassionate and bereavement leave of up to 10 days paid leave per personal leave year on each occasion as specified in subclause (a)(i) and (ii) of this Part.

(ii) Where an employee has had compassionate leave to provide care or support to a particular member of the employee's immediate family or household and that particular member then dies, the amount of bereavement leave that may be approved is the balance after deducting any compassionate leave taken in that personal leave year for that person.

(iii) Paid compassionate or bereavement leave in addition to sub-clauses (c)(i) and (ii) is available at the discretion of the employer.

(iv) Compassionate and bereavement leave is paid at the normal salary rate, as defined.

(v) Compassionate and bereavement leave may be taken in more than one period. Bereavement leave must be taken within three months of the death of the person or pregnancy loss, however compassionate leave is only to be taken at times directly related to providing care or support to the person suffering a life threatening illness or injury.

(vi) The entitlement of casual employees is set out in subclause (h).

(d) Aboriginal Family Relationships

(i) The employer recognises that an Aboriginal employee may have members of their Aboriginal family who are not specified in the definition of 'immediate family' in subclauses (b).

(ii) For the purpose of accessing the provisions of this clause, an Aboriginal employee may substitute 'Aboriginal family' in the place of 'immediate family'.

(iii) Without limitation, 'Aboriginal family' relationships may include immediate family, extended family, kinship and cultural community relationships.

(iv) The employer recognises that the concept of family may mean different things to different people within the Aboriginal community and that the definition of the relationships referenced in subclause (d)(iii) may be different for individual employees.

(v) The provisions of this subclause also apply to casual employees and the entitlement provided pursuant to subclause (h).

(e) Relationship to Other Paid Leave

(i) By written application to the employer, an employee who is absent on recreation leave who becomes entitled to compassionate or bereavement leave during that period of recreation leave, may be credited with an amount of recreation leave equivalent to the number of working days of compassionate or bereavement leave approved and taken during that period of recreation leave.

(ii) By written application to the employer, an employee who is absent on parental leave or surrogacy leave and who becomes entitled to compassionate or bereavement leave during that period of parental leave or surrogacy leave, may be taken to be on compassionate or bereavement leave for the approved period of compassionate or bereavement leave.

(iii) Compassionate and bereavement leave is not available while an employee is absent from work due to paid leave for a reason other than that specified in subclause (e)(i) or (ii).

(f) Evidence Requirements

An employee is to provide evidence satisfactory to a reasonable person, to support an application for compassionate and/or bereavement leave specified by this clause.

(g) Unpaid Compassionate and Bereavement Leave

An employee may take a period of unpaid compassionate and/or bereavement leave by agreement with the employer.

(h) Casual Employees

(i) Subject to the evidence requirements in subclause (f) casual employees are entitled to leave work or to not be available to attend work, for the purposes of this clause.

(ii) The employer and an employee are to agree on the period the employee is entitled to not be available to attend work. In the absence of agreement, an employee is entitled to not be available to attend work for up to five days per annum in the circumstances described in subclause (a)(i) and (ii) of this Part.

(iii) The employer must not fail to re-engage a casual employee because the employee has 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 (other than a casual as defined) accrues 4 weeks of recreation leave each year.

(ii) Recreation Leave for full-time employees accrues at the rate of 5.65 hours for each fortnight worked.

(iii) Full-time seven-day shift workers (as defined) are entitled to an additional week of recreation leave per year for each 12 month period of continuous service. To qualify a full-time seven-day shift worker is to work no less than 20 weekend shifts per year.

(iv) A full-time 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) Recreation Leave for part-time employees accrues on a pro rata basis in proportion to the hours worked compared to full time employees rate of accrual as specified in (a)(i), (ii), (iii) and (iv).

(vi) Casual employees (as defined) 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 unless the employee is required to attend for duty.

(b) Payment for the Period of Recreation Leave

(i) The rate of salary for an employee during a period of recreation leave is the normal salary rate and any applicable allowances the employee would have received for the ordinary hours of work during the relevant period.

(ii) An employee before going on leave may elect to be paid in advance the normal salary rate, and any applicable allowances, that the 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
For the purpose of recreation leave accrual:

(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 20 working days in aggregate in a personal leave year is not to be deemed continuous service unless specified elsewhere in this award.

(d) Management of Recreation Leave

(i) The Head of Agency (or delegate) is to make such arrangements as are practicable to allow each employee to take recreation leave annually and may, where necessary, cause a roster to be prepared at the commencement of each year allowing recreation leave to the employees in an Agency in respect of that year.

(ii) Notwithstanding subclause (d)(i) recreation leave is to be taken at a time or times mutually agreed between the employer and employee.

(iii) The arrangement agreed to between the employee and the employer for the taking of recreation leave is to be adhered to.

(e) Excessive Accrual of Recreation Leave

(i) A full time employee has an excessive recreation leave accrual if the employee has accrued more than 8 weeks recreation leave; or

(ii) A full-time seven-day shift worker, who is entitled to an additional week of recreation leave in accordance with clause (a)(iii), has an excessive recreation leave accrual if they have accrued more than 10 weeks recreation leave.

(iii) If an employee has an excessive leave accrual, the Head of Agency or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

(f) The Head of Agency can Direct that Recreation Leave be Taken

(i) Where an employee has an excessive leave accrual, and genuine agreement has not been reached to reduce the excessive leave accrual the Head of Agency may give a written direction to the employee to take one or more periods of recreation leave.

(ii) However, a direction by the Head of Agency under subclause (i) must not:

(1) result in the employee's remaining accrued recreation leave being less than 6 weeks;

(2) require the employee to take any period of recreation leave of less than 1 week;

(3) require the employee to take any period of recreation leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

(4) be inconsistent with any recreation leave agreement agreed by the employer and employee.

(iii) An employee to whom a direction has been given may make a request to take recreation leave as if the direction had not been given. Such request is not to be unreasonably refused.

(iv) If recreation leave is agreed after a direction is issued and the direction would then result in the employee's remaining accrued recreation leave being less than 6 weeks entitlement, the direction will cease to have effect.

(v) An employee must take paid recreation leave in accordance with a direction complying with this clause.

(g) The Employee can Direct that Recreation Leave be Taken

(i) Where an employee has an excessive leave accrual, and genuine agreement has not been reached to reduce the excessive leave accrual, the employee may give a written notice to the employer to take one of more periods of recreation leave.

(ii) The employee may only give notice under (g)(i) where:

(1) The employee has had an excessive leave accrual for more than 6 months at the time of giving notice; and

(2) The employee has not been given a direction under clause (f)(i).

(iii) A notice given by an employee under clause (g)(i) must not:

(1) result in the employee's remaining accrued recreation leave being less than 6 weeks;

(2) Provide for the employee to take any period of recreation leave of less than 1 week;

(3) Provide for the employee to take any period of recreation leave beginning less than 8 weeks or more than 12 months after the notice is given'

(4) Be inconsistent with any recreation leave agreement agreed by the employer and employee.

(iv) The Head of Agency must grant paid recreation leave requested by a notice complying with this clause.

(h) 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 (h)(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 (h)(i) of this clause is to be accompanied with a certificate from a registered health practitioner.

(i) Payment of Accrued Recreation Leave on Termination

An employee whose employment is terminated will be paid the normal rate of salary and any applicable allowances, the employee would have received for the ordinary hours of work at the time of termination, for any accrued recreation leave.

(j) Recreation Leave in Advance of Accrual

(i) An employee should only take the recreation leave they have accrued, unless otherwise provided in this clause.

(ii) The Head of Agency may grant an employee a period of recreation leave before the employee has accrued an entitlement to that leave.

(iii) Where recreation leave has been granted in advance under (j)(ii) and the employees employment is terminated before the period of leave taken in advance has been restored by the time worked, the Head of Agency is entitled to deduct the amount of recreation leave yet to accrue from any remuneration payable to the employee upon termination of employment.

(k) 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.

(l) Cashing out of Recreation Leave

(i) An employee and the Head of Agency may agree in writing to the employee cashing out a particular amount of their accrued recreation leave.

(ii) Each agreement between the employee and the Head of Agency to cash out a particular amount of accrued recreation leave must be by a separate written agreement.

(iii) The amount of recreation leave to be cashed out cannot result in the employee's remaining accrued entitlement being less than 4 weeks for a day worker, or 5 weeks for a seven-day shift worker, and the employee and employer are to agree

on an amount of recreation leave that will be taken by the employee within the next 12 months.

(iv) The employee is to be paid the amount of salary that would have been payable had the employee taken the leave at the time that it is cashed out.

(m) Cancellation of Approved Recreation Leave by the Employer

(i) Where the Head of Agency cancels a period of approved recreation leave prior to the period of the leave commencing an employee is entitled to be reimbursed for any financial loss sustained including fares and accommodation.

(ii) Any claim made by an employee is to be supported by receipts and other appropriate documentation.

(iii) Any claim made by an employee is to exclude amounts recoverable by way of insurance reimbursements.

(n) Re-call to Work during a Period of Approved Recreation Leave

(i) Where an employee on approved recreation leave accepts a Head of Agency request to return to work during that period of approved recreation leave, the Head of Agency is to pay all reasonable costs associated with the return to work other than normal fares incurred travelling to and from work.

(ii) Any claim made by an employee is to be supported by receipts and other appropriate documentation.

(iii) Where an employee resumes recreation leave the Head of Agency is to meet all costs associated with returning the employee to the place they were located on recreation leave prior to the recall to work.

(iv) An employee returning to work is to have their recreation leave balance credited by the hours foregone.

(v) An employee may choose to either take the re-credited recreation leave at the conclusion of the current period of leave or alternatively take the leave at another time.

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:

Work Period	Percentage of Normal Salary payable during the period of the Plan	Leave Period
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"**	$\frac{A}{A+B} \times \frac{100}{1} = ...\%$ (to one decimal place)	(Other Plan) **"B"**
..... Years	Year	..... Year
..... Months	The ..... over..... Month Plan"	..... Months
..... Weeks	Week	..... 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 employer 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 employer 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 employer determines under subclause (d)(v) that the employee is not able to continue on their Plan, the employer 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 employer 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 employer offers a Plan to an employee the employee may elect to participate in the Plan by lodging an election in writing with the employer in any form which the employer may approve.

(ii) The employer may accept or reject an election to participate made in accordance with subclause (e)(i).

(iii) The employer will notify the employee in writing if the employee's election has been disapproved.

(iv) Where the employee's election is approved, the employer 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 employer in accordance with subclause (e)(iv).

(vi) A participating employee wishing to withdraw from a Plan must apply in writing to their employer 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 employer 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 employer 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 employer 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 employer'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 employer 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 employer, 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 employer 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 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 is to advise the employer as soon as the notification is received for the requirement to undertake jury service.

(c) An employee required for jury service who is on recreation leave is to be credited with the time occupied with the jury service. The employee is to be permitted to take any 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.

8. PURCHASED LEAVE SCHEME (PLS)

(a) The purpose of the Purchased Leave Scheme (PLS) is:

(i) an arrangement for employees to have 10 additional days of leave by taking 9 days leave without pay;

(ii) to allow employees additional leave to achieve a better, more flexible work-life balance; and

(iii) to allow the employer to improve productivity by reducing absenteeism through improved leave planning and providing an opportunity for salary savings.

(b) Purchased leave is to be managed and taken in the same manner as recreation leave. The requirements for the management and taking of recreation leave are detailed in clause 5 of this part. The maximum accrual of recreation leave and purchased leave combined must not exceed two years of entitlement to recreation leave, i.e. 294 hours for a full-time employee.

(c) Prior to approval of an application to participate in the PLS the employee and relevant manager are strongly advised to discuss the management of purchased leave accrual, the impact on their salary, plans to manage any outstanding accrued leave and adherence to recreation leave entitlements and obligations under this Award.

(d) A part-time employee is able to participate in the PLS in direct proportion to their full-time equivalent employment.

Purchased Leave Scheme (PLS) Implementation

(e) Employees will be entitled to apply to purchase 10 days of additional leave in each 12 month period. Applications will be for a 12 month period unless exceptional circumstances apply.

(f) The employer may only refuse an application for PLS 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.

(g) The salary paid to an employee for whom participation in the PLS has been approved is as specified in Appendix 18 rather than the rates in Part II – Salaries and Related matters, Clause 3.

(h) All shift penalty rates, are to be calculated on the PLS salary rates. Overtime is paid at the normal Award rate for the employee's classification.

(i) All leave taken by an employee who is participating in the PLS is paid at the relevant PLS rate, including SSALs, recreation, personal, long service, parental leave and all other forms of paid leave according to the relevant Award and legislation. The PLS rate also applies to an employee who is participating in the PLS and is in receipt of a Higher Duties Allowance.

(j) Purchased leave for full-time employees accrues at the rate of 2.82 hours for each fortnight worked for employees who work 73.5 hours per fortnight.

(k) An employee may withdraw from participating in the PLS by giving the employer at least 2 weeks' notice from the start of their next full pay period. Upon withdrawal an employee may not be able to recommence participation until 12 months after the date of withdrawal. Upon withdrawal the employee is to be paid the full salary rate as prescribed in Part II – Salaries and Related Matters, Clause 3.

(l) Employees who consider participating in the PLS are encouraged to seek advice from their relevant superannuation fund regarding any implications of their participation on their superannuation payments and entitlements.

(m) An employee who is a member of the Retirement Benefits Fund (RBF) and who participates in the PLS is treated as being on leave without pay for 10 days per annum.

9. DEFENCE FORCE LEAVE

(a) A permanent employee who is a part time member of any of the Australian Defence Forces is entitled to authorised leave up to:

(i) 10 working days in any calendar year to enable the employee to undertake initial training upon becoming a part time member of Australia's Defence Forces; and

(ii) 20 working days in any leave year to enable the employee to undertake Defence Force service; and

(iii) A further 10 working days in any leave year to enable the employee to undertake additional Defence Force service.

(b) Prior to proceeding on leave the employee is to provide to the employer a certificate verifying either the obligation or eligibility to attend Defence Force service; and upon completing the period of leave a certificate indicating completion of the service signed for and on behalf of the Australian Defence Forces.

(c) During the period of authorised leave the employee is to be paid their normal salary rate of pay except as prescribed in (a)(iii) where the employee is to be paid their normal rate of pay less any amount received by way of salary and/or allowances from the Australian Defence Forces.

(d) During the period of authorised leave the employee incurs an injury or illness that prevents the employee from resuming normal duty at the conclusion of the period of leave, the employee is to granted:

(i) Leave without pay if the employee receives compensation that is equal to or greater than their normal rate of pay; or

(ii) Personal Leave – with [subject to sufficient leave credits being available] or without pay if compensation is not paid

(iii) A combination of personal leave with pay, subject to sufficient leave credits being available or without pay and compensation in circumstances where the compensation received by the employee is less than the employee's normal rate of pay.

(e) A permanent employee who is required to give continuous service as member other than a part time member, of any of Australian Defence Forces, as a result of their:

(i) Voluntary enlistment at a time when the Commonwealth of Australia has been declared to be at war; or

(ii) Conscription at any time under a law of the Commonwealth of Australia, is to be granted leave, for the period that the employee is required to continuously serve, without pay or on such other terms as the employer may determine.

(f) The provisions of this clause apply to a fixed term employee who has been engaged continuously for three months, but any period of Defence Force leave does not extend the end date as specified in the instrument of appointment.

(g) Defence Force leave is to count as continuous service. However where the period of absence is in excess of 6 months in any leave year it is not to be taken into account in accruing.

10. FAMILY VIOLENCE LEAVE

(a) Purpose of Family Violence Leave

Family violence leave is available to an employee who is experiencing family violence for the purpose of:

- Attending medical/counselling/legal/financial appointments;
- Organising safe housing, child care, or education services;
- Maintaining support networks with children, family and significant others; and
- Undertaking other related activities.

The privacy and confidentiality of an employee who has applied for or taken family violence leave is of primary importance.

(b) Definitions

(i) **'An employee experiencing family violence'** means a person against whom family violence is directed.

(ii) **'Family Violence'** is conduct as defined by s.7 of the *Family Violence Act 2004* against a member of an employee's immediate family or household.

(iii) **'Household'** means any person or persons who usually reside with the employee.

(iv) **'Immediate family'** subject to subclause (c) 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 ex-nuptial child), parent (including foster parent step parent or legal guardian), grandparent, grandchild, sibling or step sibling, brother-in-law, sister-in-law, son-in-law or daughter-in-law of the employee or employee's spouse.

(3) The employer acknowledges that employees may have relationships outside of those specified in sub-clause (b)(iii) and (b)(iv) and therefore would consider an application for family violence leave in those circumstances. The amount of any family violence leave would be at the discretion of the employer.

(c) Aboriginal Family Relationships

(i) The employer recognises that an Aboriginal employee may have members of their Aboriginal family who are not specified in the definition of 'immediate family' in subclause (b)(iv).

(ii) For the purpose of accessing the provisions of this clause, an Aboriginal employee may substitute 'Aboriginal family' in the place of 'immediate family'.

(iii) Without limitation, Aboriginal family relationships may include immediate family, extended family, kinship and cultural community relationships.

(iv) The employer recognises that the concept of family may mean different things to different people within the Aboriginal community and that the definition of the relationships referenced in subclause (c)(iii) may be different for individual employees.

(v) The provisions of this subclause also apply to casual employees and the entitlement provided pursuant to subclause (k).

(d) Amount of Family Violence Leave

(i) Family violence leave is paid leave of up to 20 days per personal leave year as specified in Part VIII, Clause 3(c) (non-cumulative) and is available to an employee who is experiencing family violence. This leave may be taken in hours.

(ii) A Head of Agency (or authorised person) may approve paid family violence leave in addition to the family violence leave entitlement prescribed in this sub-clause.

(e) Payment of Family Violence Leave

Family violence leave is paid at the employee's normal salary rate, as defined.

(f) Evidence for Family Violence Leave

(i) Where practicable, an employee who requests family violence leave is required to satisfy the employer of this request with no reasonable request to be denied for immediate and short-term absences.

(ii) All reasonable action is to be taken by the employer to protect an employee's identity and maintain their confidentiality and privacy in approving, managing and recording leave under this clause.

(iii) Any documentation provided by an employee as evidence to support an application for family violence leave is to be returned to the employee without being copied or recorded in any way and no information regarding family violence leave is to be kept on an employee's personnel file without the employee's express written permission.

(iv) Evidence that may be provided to support an application for leave under this clause includes, but is not limited to, documentation or contact information (with appropriate authority from the employee) from professional support services such as:

- Safe at Home Service provider (Police, Court Support and Liaison Service, Family Violence Counselling and Support Service, Legal Aid, Magistrates Court);
- Employee Assistance Program (EAP) provider;
- Specialist counselling or refuge service;
- Legal or financial service; or
- Medical/Health practitioner.

(g) Access to Personal Leave

An employee who is providing support to a person who is a member of the employee's immediate family or household and who is, or has been, experiencing family violence, may be granted personal leave according to the provisions of Part VIII, Clause 3(i), Personal Leave.

(h) Other Support Options

In addition to leave for family violence issues the employee, their Agency contact person and their manager should consider and implement, as appropriate, relevant measures to support the employee including but not limited to, increased workplace security, alternative duties, flexible work arrangements and counselling through an Employee Assistance Provider or specialist service provider.

(i) Employee to Give Notice

(i) As far as practicable, and taking into consideration privacy and confidentiality requirements, an employee who is experiencing family violence and who requires leave to attend to matters associated with family violence is to provide the employer with:

(1) prior notice of the requirement for leave; and

(2) the estimated duration of the leave.

(ii) If it is not practicable for the employee to provide prior notice of the requirement for leave notification consistent with sub-clause (i) should be provided at the earliest opportunity.

(j) Contact Officer for Family Violence

(i) Each Agency is to provide support for employees who are experiencing family violence and to notify employees of the name of the nominated Contact Officer(s).

(ii) A nominated Contact Officer(s) is to be trained in family violence and related issues such as sensitivity, privacy, raising awareness, providing access to support and referral services, proposing reasonable adjustments to work arrangements, family violence risk assessment and risk management.

(iii) An employee who is experiencing family violence may seek the support of a nominated Agency Contact Officer, their immediate supervisor, their union delegate or an Agency employee who the employee nominates as their contact person.

(iv) Where requested by an employee, the Agency Contact Officer or employee nominated contact person is to liaise with the employee's supervisor/ manager on the employee's behalf and recommend the most appropriate form of support and management.

(k) Casual Employees

(i) Subject to the provisions of this clause, casual employees who are experiencing family violence are entitled to leave work or to not be available to attend work.

(ii) The employer and an employee are to agree on the period the employee is entitled to not be available to attend work. In the absence of agreement, an employee is entitled to not be available to attend work for up to 20 days per occasion.

(iii) The employer must not fail to re-engage a casual employee because the employee has 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.

11. ABORIGINAL CULTURAL LEAVE

(a) Purpose of Aboriginal Cultural Leave

Aboriginal Cultural Leave enables an Aboriginal employee to be absent from work to engage in Aboriginal Cultural practices and meet Cultural expectations as an active Aboriginal community member during their employment. This may include participating in significant Aboriginal Cultural events and activities, complying with cultural observances and/or fulfilling cultural obligations.

(b) Definitions

(i) **Aboriginal employee** for the purpose of this clause means an employee who is an Aboriginal and/or Torres Strait Islander person and who:

(1) meets the Tasmanian Government's eligibility requirements for Aboriginal and Torres Strait Islander programs and services; and

(2) has identified as Aboriginal and/or Torres Strait Islander in Employee Self Service or the relevant employment management system.

(ii) **'Aboriginal Cultural events and activities'** refers only to Aboriginal community business and for the purpose of this clause does not include:

(1) NAIDOC Week activities and the TSS Aboriginal Employee Network Workshops and Gathering. The employer supports the attendance of Aboriginal employees at these events (where occurring in paid time) and recognises that their attendance is legitimate business and forms part of their ordinary duties. In these circumstances, attendance at these events will be counted as time worked and therefore the employee is not required to access Aboriginal Cultural Leave to attend.

(2) Any activities where the employee receives payment (for example, payment to work a mutton bird season; payment to deliver a Welcome to Country, or a similar event, ceremony and/or activity; payment to sit on a board or committee).

(3) Government events, meetings and/or activities (e.g. sitting on a government Aboriginal advisory or reference groups), except for government events and/or activities which are Aboriginal-led and exclusively for Aboriginal participants. Noting that in accordance with subclause (b)(ii)(1), the employer supports the attendance of Aboriginal employees at the TSS Aboriginal Employee Network Workshops and Gathering and therefore an Aboriginal employee is not required to access Aboriginal Cultural Leave to attend those events.

(iii) **'Cultural obligations'** for the purpose of this clause may include, without limitation: cultural and ceremonial obligations under Aboriginal lore, customary or traditional law; or family, customary or community obligations.

(c) Amount of Aboriginal Cultural Leave

(i) An Aboriginal employee, other than a casual employee, is entitled to leave of up to five days paid leave per personal leave year as specified in Part VIII, Clause 3(c)(non-cumulative). This leave may be taken in hours.

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

(iii) Aboriginal Cultural Leave is credited to an employee on the first day of appointment and will be replaced with a new credit on the date each subsequent personal leave year commences.

(iv) Aboriginal Cultural Leave does not accumulate and is not paid out on cessation of employment.

(d) Payment of Aboriginal Cultural Leave

(i) Aboriginal Cultural Leave is paid at the normal salary rate which the employee would have received for the ordinary hours of work during the relevant period.

(e) Notice and Application

(i) An Aboriginal employee should provide notice to the employer at the earliest reasonable opportunity of their intention to access leave under this clause.

(ii) An employee is to make an application to the employer to access Aboriginal Cultural Leave. The application is to include supporting information which relates to the connection between the application and the purpose of this clause.

(iii) Where the employer does not approve an application for Aboriginal Cultural Leave, the employer is to provide supporting reasons for the decision in writing to the employee, and if appropriate the employee and employer may discuss alternative arrangements.

(f) Casual employees

(i) Casual employees are entitled to leave work or not be available to attend work, for the purposes of this clause.

(ii) The employer and an employee are to agree on the period the employee is 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 five days per annum in the circumstances described in sub-clauses (a) and (b).

(iii) A casual employee is not entitled to any payment for the period of non-attendance.

(iv) The employer must not fail to re-engage a casual employee because that employee has 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.

12. DISABILITY LEAVE

(a) Purpose

(i) Disability leave is available to an employee to enable them to be absent from duty for the purpose of activities (including attending appointments) associated with their long-term physical or psychological disability.

(b) Eligibility

(i) Disability leave is available to an employee (except for a casual employee) who lives with a disability.

(ii) For the purpose of this clause, disability is defined as a long-term physical, mental, cognitive, intellectual or sensory impairment.

(iii) The entitlement for casual employees is provided at subclause (g).

(c) Entitlement

(i) An eligible employee is entitled to paid disability leave of up to five days per personal leave year as specified in Part VIII, Clause 3(c).

(ii) Disability leave is non-cumulative and is not paid out on cessation of employment.

(iii) Disability leave is available from the first day of appointment.

(iv) Disability leave is credited to an employee on the first day of appointment and will be replaced with a new credit on the date upon which each subsequent personal leave year commences.

(v) Disability leave is available for the purpose of activities associated with an employee's disability including, but not limited to, any of the following:

(1) To attend an appointment with a registered health practitioner.

(2) To attend treatment, rehabilitation, therapy or counselling.

(3) To attend tests or assessments.

(4) To receive delivery of, fitting, repairing, maintaining and undergoing training in use of orthoses, prostheses, adaptive equipment, or other aids.

(5) To obtain wheelchair or other equipment or to undertake maintenance or replacement of such equipment.

(vi) The period of leave accessed by an employee may be greater than the duration of the activity or appointment to facilitate travel time and recovery.

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

(viii) Disability leave is not to be used as a substitute for an employee's personal leave entitlement provided in Part VIII, Clause 3.

(d) Notice and Evidence Requirements

(i) An employee is to provide notice to the employer at the earliest reasonable opportunity of the request for leave and the length of leave required.

(ii) An employee is to make an application to the employer for disability leave accompanied by supporting documentary evidence where appropriate.

(iii) Documentary evidence may include any of the following:

(1) A medical certificate from a registered health practitioner operating within their scope of practice;

(2) A written referral, issued by a registered health practitioner;

(3) A statutory declaration;

(4) Other reasonable forms of documentation.

(e) Rate of payment

(i) Disability Leave is paid at the employee's normal salary rate, as defined.

(f) Effect on other entitlements

(i) Employees who are unable to attend work due to illness related to their disability may utilise personal leave.

(ii) Disability leave will count as continuous service for all purposes.

(g) Casual employees

(i) Subject to the notice and evidence requirements in subclause (d) casual employees are entitled to leave work or not be available to attend work, for the purposes of this clause.

(ii) The employer and an employee are to agree on the period the employee is entitled to not be available to attend work. In the absence of agreement, an employee is entitled to not be available to attend work for up to one working day per occasion.

(iii) A casual employee is not entitled to any payment for the period of non-attendance.

(iv) The employer must not fail to re-engage a casual employee because the employee has 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.

13. FOSTER AND KINSHIP CARE LEAVE

(a) Purpose

(i) Foster and kinship care leave enables an employee to provide care to a child or young person, through a foster care or kinship care arrangement.

(b) Eligibility

(i) Foster and kinship care leave is available to an employee, other than a casual employee, who is providing care for a child or young person through a foster care arrangement or kinship care arrangement, that has not been determined to be permanent.

(ii) For the purpose of this clause, foster care and kinship care arrangements are defined as the provision of short-term, long-term, emergency or respite care for a child or young person through a formal arrangement facilitated by a government or non-government service provider.

(iii) For the purpose of this clause, 'child' and 'young person' have the meanings as defined by the *Children, Young Persons and Their Families Act 1997* (Tas) (or any successor to the legislation).

(c) Entitlement

(i) An eligible employee is entitled to paid foster and kinship care leave proportionate to the duration of the care arrangement for each application, up to a maximum of 10 days paid leave per personal leave year as specified in Part VIII, Clause 3(c).

(ii) Foster and kinship care leave is non-cumulative and will not be paid out on cessation of employment.

(iii) Foster and kinship care leave is credited to an employee on the first day of service and will be replaced with a new credit upon the commencement of each subsequent personal leave year.

(iv) Foster and kinship care leave may be taken as a single day or as a block of days, commensurate with the duration of the caring arrangement.

(d) Notice and Evidence Requirements

(i) An employee is to make an application to the employer for foster and kinship care leave, accompanied by supporting documentary evidence.

(ii) Documentary evidence may include:

(1) Documents from a recognised government or non-government provider through which the care arrangement is facilitated;

(2) Documents from a registered health practitioner;

(3) Documents relating to current and previous court orders granting responsibility for a foster child.

(e) Rate of payment

(i) Foster and kinship care leave is paid at the employee's normal salary rate.

14. GENDER AFFIRMATION LEAVE

(a) Purpose

(i) Gender affirmation leave is available to employees to enable them to be absent from duty for the purpose of undertaking activities associated with that employee's process of affirming their gender.

(b) Eligibility

(i) Gender affirmation leave is available to an employee (other than a fixed-term causal employee) who is undergoing a process of affirming their gender.

(ii) Employees may affirm their gender in a number of ways, including through medical, social, and legal changes. An employee is not required to be undergoing specific types of changes, including surgery, to access leave under this clause.

(c) Entitlement

(i) An eligible employee undergoing a process of gender affirmation is entitled to the following, subject to the notice and evidence requirements of this clause:

(1) up to 4 weeks paid leave; and

(2) up to 48 weeks unpaid leave.

(ii) Gender affirmation leave is available for the purpose of activities associated with an employee's gender affirmation including, but not limited to, any of the following:

(1) Medical or psychological appointments; or

(2) Hormonal appointments; or

(3) Surgery and associated appointments; or

(4) Appointments to alter the Employee's legal status or amend the Employee's gender on legal documentation; or

(5) Any other similar necessary appointment, procedure or event to give effect to the employee's transition as agreed with the employer.

(iii) The period of leave accessed by the employee may be greater than the duration of their appointment or procedure, to facilitate travel and recovery.

(iv) Gender affirmation leave may be taken as consecutive, single or part days as agreed with the employer.

(v) An employee may be granted gender affirmation leave from the first day of appointment.

(vi) An employee may access an entitlement to gender affirmation leave provided by sub-clause (c)(i) up until 52 weeks after they commence the process of affirming their gender. For clarity, nothing in this subclause prevents an employee from accessing gender affirmation leave at a point in time before they commence the process of affirming their gender or living as a member of that gender provided that the leave is accessed for the purpose outlined at subclauses (c)(ii) and (iii).

(vii) Gender affirmation leave is non-cumulative and will not be paid out on cessation of employment

(d) Notice and Evidence Requirements

(i) An employee wishing to access gender affirmation leave should discuss their intention to take leave with the employer as soon as reasonably practicable.

(ii) An employee is to make an application to the employer for gender affirmation leave accompanied by supporting documentary evidence where appropriate.

(iii) Documentary evidence may include any of the following:

(1) A medical certificate from a registered health practitioner or registered professional operating within their scope of practice; and/or

(2) A written referral, issued by a registered health practitioner, to a counsellor; and/or

(3) A document issued by a counsellor; and/or

(4) A legal or other document issued by a state, territory or federal government organisation; and/or

(5) A statutory declaration.

(e) Rate of payment

(i) Gender affirmation leave is paid at the employee's normal salary rate, as defined.

(f) Effect on other entitlements

(i) Paid gender affirmation leave will count as service for all purposes.

(ii) The total period of gender affirmation leave without pay in excess of 20 working days within a personal leave year is regarded as leave without pay for accrual purposes, including for recreation leave and personal leave but does not break an employee's continuity of service.

(g) Casual Employees

(i) Subject to the notice and evidence requirements in subclause (d), casual employees are entitled to not be available to attend work for the purpose of this clause.

(ii) The employer and an employee are to agree on the period the employee is entitled to not be available to attend work.

(iii) The employer must not fail to re-engage a casual employee because the employee has 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.

15. SURROGACY LEAVE

(a) Purpose

(i) Surrogacy leave is available to support an employee who has entered into a formal surrogacy arrangement.

(b) Definitions

(i) **'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;

(2) on a regular and systematic basis for an ongoing period of employment, and who has, but for the pregnancy, a reasonable expectation of ongoing employment.

(ii) **'Employee'** includes full-time, part-time, permanent, fixed term and eligible casual employees (as defined).

(iii) **'Normal rate of pay'** means an employee's rate of salary and includes allowances which would have continued to be paid but for taking surrogacy 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.

(c) Eligibility

(i) Surrogacy leave is available to an employee who has entered into a formal non-commercial surrogacy arrangement to give birth to a child. A formal surrogacy arrangement is one which is entered into in accordance with the *Surrogacy Act 2012* (Tas) (or any successor legislation).

(ii) An employee must have completed a period of 12 months continuous service to be eligible for surrogacy leave.

(iii) An employee eligible for surrogacy leave is not entitled to parental leave in accordance with Clause 2 of this Part.

(d) Entitlement

(i) An eligible employee who has entered into a formal surrogacy arrangement is entitled to up to six weeks paid leave in relation to the birth of a child.

(ii) The six weeks paid leave is to be taken in a consecutive period.

(e) Commencement and Period of Surrogacy Leave

(i) Unless otherwise agreed with the employer, an employee is to commence surrogacy leave within six weeks immediately prior to the expected date of birth.

(ii) An employee who returns to work within six weeks after the birth of the child is required to provide a medical certificate to the employer stating that the employee is fit to work on their normal duties.

(iii) Where an employee has exhausted their paid surrogacy leave entitlement, before six weeks following the birth of the child, the employee may access

any accrued recreation leave or long service leave entitlement in accordance with Clause 15(i) of this Part.

(iv) Nothing in subclause (e)(iii) will prohibit an employee from accessing personal leave or any other leave entitlement they become eligible for during this period.

(f) Continuing to work while pregnant

(i) An employee who continues to work within the six week period immediately prior to the expected date of birth is required to provide a medical certificate to the employer stating that the employee is fit to work on their normal duties.

(g) 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

(ii) with the work assigned to the employee make it inadvisable for the employee to continue at their present work, the employee is to be transferred to a safe job, if the employer deems it practicable, until surrogacy leave commences.

(iii) In circumstances where the employer is unable to provide a safe job for the employee the employee will continue to be paid at the normal rate of pay for the employee's ordinary hours of work for the period of the risk. The period of risk ends with the commencement of surrogacy leave or six weeks before the expected date of birth, whichever is earlier.

(h) Rate of Payment

(i) The rate of pay for an employee during the period of the paid surrogacy leave is the normal rate of pay, as defined at subclause (b)(iii).

(i) Surrogacy Leave and Other Entitlements

(i) Paid surrogacy leave and unpaid special surrogacy leave will count as continuous service for all purposes.

(ii) An employee may access any accrued recreation leave or long service leave entitlements, as well as any other form of leave they become eligible for, in conjunction with surrogacy leave.

(j) Special Surrogacy Leave

(i) An employee who has not yet commenced surrogacy leave and who suffers an illness related to their pregnancy or is required to undergo a pregnancy related medical procedure is to be granted any paid personal leave to which the employee is entitled and such further unpaid special surrogacy leave as a registered medical practitioner certifies as necessary before their return to work.

(ii) Where the pregnancy of an employee terminates other than by the birth of a living child, not earlier than 28 weeks before the expected date of birth, the employee is entitled to access six weeks paid surrogacy leave.

(k) Notice and Evidence Requirements

(i) An employee is to provide written notice to the employer in advance of the expected date of commencement of surrogacy 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 surrogacy leave and the period of leave to be taken.

(ii) An employee is not in breach of this clause for if failure to give the required notice is due to the date of birth occurring earlier than the expected date.

(iii) Prior to the commencement of surrogacy leave, the employee is to provide evidence of the formal surrogacy arrangement to which the employee has entered into.

PART IX – 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.

(d) An employee who is supplied with a uniform is responsible for its laundering. However, in circumstances where a uniform is heavily soiled or contaminated the employee may have the uniform professionally laundered. The cost of the laundering is to be reimbursed by the employer upon production of the receipt by the employee.

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 the protective clothing at the employers cost.

(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) An employee supplied with protective clothing or wet weather equipment is to return it prior to ceasing employment if required to do so.

(d) Where, in the performance of an employee's duties, and 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.*

PART X – AWARD COMPLIANCE AND UNION MATTERS

1. RIGHT OF EXISTING AND NEW EMPLOYEES TO REPRESENTATION IN THE WORPLACE

(iv) The employer recognises the legitimate right of the unions to represent its employees who are members, or eligible to become members of those unions. The employer acknowledges the rights of its employees to be represented by and meet with their union representatives in the workplace.

(v) The Industrial Relations Act 1984 prescribes the purpose and manner under which unions may exercise right of entry in the workplace. The employer will grant access in accordance with the *Industrial Relations Act* 1984.

(vi) In addition the employer will:

(iii) Allow union officials [organisers, industrial officers etc.] who are appointed by their union, to enter the employer's workplaces for normal union business or to represent employees, meet with management or members and to distribute or post material, provided that work is not disrupted and at a time during normal working hours which the unions and the employer agree upon;

(iv) Allow unions with relevant coverage to meet with new employees who are members, or who are eligible to become members, of those unions, at a time during normal working hours which the union[s] and the employer agree upon, and which will be conveyed to employees and;

(v) Allow an employee, subject to their appropriate authorisation to make a deduction from salary on each pay day payable to a union in respect of an amount of money specified in such authorisation.

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.

PROVIDED that any paid training leave days not taken in any one calendar year will be available to be taken in the following calendar year, and available for a maximum period of two years.

(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.

(vi) 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 XI – CONSULTATION AND CHANGE: GRIEVANCE AND DISPUTE RESOLUTION

1. CONSULTATION AND CHANGE

(h) Where an Agency proposes changes in work arrangements and practices that are likely to impact employees, the Agency is to consult with the employees who may be affected by the proposed changes and the relevant union/s prior to a final decision being made to implement that change.

(i) Consultation is undertaken because all parties acknowledge that by discussing proposed changes with the employees who may be affected by the change and giving consideration to their views and feedback, a better informed decision occurs.

Consultation is not joint decision making or a barrier to the prerogative of management to make decisions; nor is it simply advice on what is about to happen. It is a process that informs affected employees about proposed change and provides them with a genuine opportunity to influence the outcome before a final decision is made.

(j) While employees should be consulted on all change that is likely to affect them the extent of any consultation process should be based on the materiality or impact of the change and the number of employees likely to be impacted by the change.

Employees and the relevant unions should be provided with access to relevant information about a change proposal, be given a reasonable opportunity to provide feedback and be provided with a response to any reasonable alternatives put forward.

(k) Consultation should involve four clear stages:

i. Formulation of ideas or proposals;
ii. Consultation on a proposal;
iii. Considering responses and providing feedback; and
iv. Making a final decision and implementing it.

(l) Agencies are to maintain a register of changes subject to this process. The employer will maintain a register of major changes subject to this process. Employees and relevant unions may request access to these registers.

(m) Subject to sub-clauses (g) & (h), in the event that outsourcing of a service or services supplied by an Agency is under consideration by that Agency, consultation is to occur in line with this clause. This will include identification of the actual service, program and functions to be outsourced, the services, programs and functions that are to remain, reasons and impact on employees.

(n) Where the outsourcing of an in-house service is being considered by an Agency and that service will continue to be provided within the State Service, but by an external organisation, information will be provided on the following matters as a minimum:

(a) The current cost of the service;

(b) Impact on current employment arrangements, including salaries, job security and reasons for outsourcing;

(c) Future costs, where available, including contract management costs on an outsourced service, program or function;

(d) Description of the service, program or functions to be outsources and those that are to remain;

(e) Service quality requirements;

(f) Risk assessment should the outsourced provider cease to continue the service

(o) Prior to the implementation of a decision to tender Agencies will provide the opportunity for the employees and /or their union to submit a case to meet the requirements for undertaking the service, program or function.

2. NO DISADVANTAGE

It is a term of this Award that no employee is to be disadvantaged 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.

(iv) 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* or any other applicable legislation.

PART XII – MISCELLANEOUS CONDITIONS OF EMPLOYMENT

1. EMAIL AND INTERNET ACCESS

Wherever practicable the employer is to provide all employees with an email account and access to the internet.

Employees are to comply with relevant policy on the use of both email and internet.

D J Barclay
President

19 August 2024

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 Professional Employees Award, Administrative and Clerical Employees Award, 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.

(b) Translation from the Administrative and Clerical Employees Award

(i) The table at Appendix 2 shows current salaries, translation, progression and advancement, salary increases and structural adjustments for previous Administrative and Clerical classifications to the new General Stream of this award.

(ii) The table at Appendix 4 isolates the translation arrangements for Administrative and Clerical classifications to the new General Stream of this award, subject to (a)(vi) of this Appendix.

(iii) Translation of employees previously engaged under the Administrative and Clerical Employees Award will be subject to the no disadvantage provisions of Clause 2 of Part XI.

(c) Translation from the Technical Employees Award

(i) The table at Appendix 2 shows current salaries, translation, progression and advancement, salary increases and structural adjustments for previous Technical classifications to the new General Stream of this award.

(ii) The tables at Appendix 6 isolates the translation arrangements for Technical classifications to the new General Stream of this award, subject to (a)(vi) of this Appendix.

(iii) The following table shows the special translation arrangements for classifications under the present Technical Employees Award, to the band levels under the General Stream of this award:

Classification Level	Salary 1/12/07	Point-to-Point	Salary 27/11/08 (ffpp)	Salary 5/03/09 (ffpp)
Technical 2 Year 1	$38,927 (B2-R1-A)	$38,927 (B2-R1-A)	$41,318 (B2-R1-1)	$47,437 (B3-R1-1)
Technical 2 Year 2	$40,547 (B2-R1-2)	$40,547 (B2-R1-2)	$42,169 (B2-R1-2)	$47,437 (B3-R1-1)
Technical 2 Year 3	$42,233 (B2-R-1-4)	$42,233 (B2-R-1-4)	$43,922 (B2-R1-4)	$47,437 (B3-R1-1)
Technical 2 Year 4	$44,019 (B3-R1-A)	$44,019 (B3-R1-A)	$46,736 (B3-R1-1)	$47,437 (B3-R1-1)
Technical 2 Year 5	$45,854 (B3-R1-2)	$45,854 (B3-R1-2)	$47,688 (B3-R1-2)	$48,403 (B3-R1-2)
Technical 4 Year 1	$53,188 (B4-R2-A)	$53,188 (B4-R2-A)	$55,316 (B4-R2-A)	$63,838 (B5-R1-1)
Technical 4 Year 2	$55,020 (B4-R2-2)	$55,020 (B4-R2-2)	$57,221 (B4-R2-2)	$63,838 (B5-R1-1)
Technical 4 Year 3	$56,854 (B5-R1-A)	$56,854 (B5-R1-A)	$61,012 (B5-R1-B)	$63,838 (B5-R1-1)

(iv) Translation of employees previously engaged under the Technical Employees Award will be subject to the no disadvantage provisions of Clause 2 of Part XII.

(v) The table at paragraph (iii) of this subclause does not take into account Advancement Assessment and Progression.

(d) Translation from the Operational Employees Award

(i) The table at Appendix 2 shows current salaries, translation, progression and advancement, salary increases and structural adjustments for previous Operational classifications to the new General Stream of this award.

(ii) The table at Appendix 7 isolates the translation arrangements for Operational classifications to the new General Stream of this award, subject to (a)(vi) of this Appendix.

(ii) Translation of employees previously engaged under the Operational Employees Award will be subject to the no disadvantage provisions of Clause 2 of Part XII.

(iii) The following table highlights the special translation arrangements for Operational classifications under the Operational Employees Award to the General Stream under this award:

Classification Level	Salary 1/12/07	Point-to-Point	Salary 27/11/08 (ffpp)	Salary 5/03/09 (ffpp)
Operational 7 (Trades & Equivalent)	$42,233 (B2-R1-4)	$42,233 (B2-R1-4)	$43,922 (B2-R1-4)	$47,437 (B3-R1-1)
Operational 8 (Special Class Trades & Equivalent)	$45,854 (B3-R1-2)	$45,854 (B3-R1-2)	$47,688 (B3-R1-2)	$52,276 (B4-R1-B)

(iv) The above does not take into account Advancement Assessment and Progression.

(e) Translation from the Professional Employees Award

(i) The table at Appendix 3 shows current salaries, translation, progression and advancement, salary increases and structural adjustments for previous Professional classifications to the new Professional Stream of this award.

(ii) The table at Appendix 5 isolates the translation arrangements for Professional classifications to the new Professional Stream of this award, subject to (a)(vi) of this Appendix.

(iii) Translation of employees previously engaged under the Professional Employees Award will be subject to the no disadvantage provisions of Clause 2 of Part XII.

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) Direct translation arrangements do not apply to Band 9 and 10 or Professional Band 6 other than in exceptional circumstances approved by the employer. 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 for Technical 2 and 4, and Operational 7 and 8 in the General Stream.

Present List of Targeted Occupational Groups:

Agency	Targeted Occupational Groups
Department of Premier and Cabinet/All	Computer Systems Officers (incl. TMD)
Department of Primary Industries and Water	Quarantine Officers (DPIW) Customer Service Officers – Service Tasmania
Department of Justice	Inspectors (Workplace Standards Tasmania)
Department of Infrastructure, Energy and Resources	Inspectors (Transport) Electrical Trades Workers - currently Operational Award - DIER
Department of Police and Emergency Management	Police Public Enquiry Officers (Customer Service in Police Stations)
Department of Environment, Parks, Heritage and the Arts	Environment Analytical Laboratory (both technical and professional) Parks Rangers, Field Officers and Firefighters Royal Botanical Gardens Staff
Department of Education	School Support Staff (Executive Officers & Administrative Assistants) Library Technicians

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 (c)(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/Manger 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 (d)(ii) or (iii) above.

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

(iii) After the SSC decision/outcome is notified, the employee may seek review of the classification band to the Tasmanian Industrial Commission within 14 calendar days of the notification of the outcome of the State Service Commissioner's review.

(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 (iii) or (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. Translation does not apply for duties assessed at the new Bands 9 and 10 in the General Stream or Band 6 in the Professional Stream.

APPENDIX 2 – THE GENERAL STREAM FOR PREVIOUS ADMINISTRATIVE AND CLERICAL, TECHNICAL AND OPERATIONAL STREAMS

	Band structure	Classification level under the previous awards			Salary 1/12/07	Point-to-Point	Annual & Structural Adjustment Increase 27/11/08 (ffpp)	Structural Adjustment Increase 5/03/09 (ffpp)	Annual Increase 26/11/09 (ffpp)	Annual Increase 25/11/10 (ffpp)	Structural Adjustment Increase 3/03/11 (ffpp)
		A&C	Technical	Operational							
BAND 1	B1-R1-A	A&C 1-1			$29,502	$29,502	~	~	~	~	~
	B1-R1-1	A&C 1-2			$30,788	$30,788	$32,020	$32,500	$33,637	$34,815	$35,511
	B1-R1-B			Op 1-1	$31,560	$31,560	~	~	~	~	~
	B1-R1-2	A&C 1-3		Op 1-2	$32,075	$32,075	$33,358	$33,858	$35,043	$36,270	$36,995
	B1-R1-C			Op 1-3	$32,985	$32,985	~	~	~	~	~
	B1-R1-3	A&C 1-4			$33,362	$33,362	$34,696	$35,217	$36,450	$37,725	$38,480
	B1-R1-4			Op 2	$33,963	$33,963	$35,322	$35,851	$37,106	$38,405	$39,173
	Advancement Assessment Point / Entry										
	B1-R2-A		Tech 1-1		$34,003	$34,003	~	~	~	~	~
	B1-R2-1	A&C 2-1	Tech 1-2	Op 3	$34,648	$34,648	$36,034	$36,574	$37,855	$39,179	$39,963
	B1-R2-B		Tech 1-3		$35,290	$35,290	~	~	~	~	~
	B1-R2-2	A&C 2-2	Tech 1-4	Op 4	$35,933	$35,933	$37,370	$37,931	$39,258	$40,633	$41,445
	B1-R2-3	A&C 2-3	Tech 1-5	Op 5	$37,378	$37,378	$38,873	$39,456	$40,837	$42,266	$43,112
	B1-R2-4							$40,482	$41,899	$43,365	$44,233
	Promotion										
BAND 2	B2-R1-A	A&C 3-1	(Tech 2-1)*	Op 6	$38,927	$38,927	~	~	~	~	~
	B2-R1-1	A&C 3-2			$39,729	$39,729	$41,318	$41,938	$43,406	$44,925	$45,823
	B2-R1-2	A&C 3-3	(Tech 2-2)*		$40,547	$40,547	$42,169	$42,801	$44,299	$45,850	$46,767
	B2-R1-3	A&C 3-4			$41,378	$41,378	$43,033	$43,679	$45,207	$46,790	$47,725
	B2-R1-4	A&C 3-5	(Tech 2-3)*	(Op7)*	$42,233	$42,233	$43,922	$44,581	$46,141	$47,756	$48,712
	B2-R1-5							$45,740	$47,341	$48,998	$49,978
	Promotion										

	Band structure	Classification level under the previous awards			Salary 1/12/07	Point-to-Point	Annual & Structural Adjustment Increase 27/11/08 (ffpp)	Structural Adjustment Increase 5/03/09 (ffpp)	Annual Increase 26/11/09 (ffpp)	Annual Increase 25/11/10 (ffpp)	Structural Adjustment Increase 3/03/11 (ffpp)
		A&C	Technical	Operational							
	Band structure	Classification level under the previous awards			Salary 1/12/07	Point-to-Point	Annual & Structural Adjustment Increase 27/11/08 (ffpp)	Structural Adjustment Increase 5/03/09 (ffpp)	Annual Increase 26/11/09 (ffpp)	Annual Increase 25/11/10 (ffpp)	Structural Adjustment Increase 3/03/11 (ffpp)
		A&C	Technical	Operational							
BAND 3	B3-R1-A	A&C 4-1	(Tech 2-4)*		$44,019	$44,019	~	~	~	~	~
	B3-R1-1	A&C 4-2			$44,938	$44,938	$46,736	$47,437	$49,097	$50,815	$51,832
	B3-R1-2	A&C 4-3	(Tech 2-5)*	(Op 8)*	$45,854	$45,854	$47,688	$48,403	$50,098	$51,851	$52,888
	B3-R1-3	A&C 4-4			$46,771	$46,771	$48,642	$49,371	$51,099	$52,888	$53,946
	B3-R1-4	A&C 4-5			$47,675	$47,675	$49,582	$50,326	$52,087	$53,910	$54,988
	B3-R1-5							$51,634	$53,441	$55,312	$56,418
	Promotion										
BAND 4	B4-R1-A		Tech 3-1		$47,675	$47,675	~	~	~	~	~
	B4-R1-B	A&C 5-1	Tech 3-2	Op 9	$49,523	$49,523	$51,504	$52,276	$54,106	~	~
	B4-R1-1	A&C 5-2			$50,441	$50,441	$52,459	$53,246	$55,109	$57,038	$58,179
	B4-R1-2	A&C 5-3	Tech 3-3		$51,358	$51,358	$53,412	$54,214	$56,111	$58,075	$59,236
	B4-R1-3							$55,623	$57,570	$59,585	$60,777
	Advancement Assessment Point										
	B4-R2-A	A&C 6-1	(Tech 4-1)*		$53,188	$53,188	$55,316	$56,145	$58,110	~	~
	B4-R2-1	A&C 6-2			$54,106	$54,106	$56,270	$57,114	$59,113	$61,182	$62,406
	B4-R2-2	A&C 6-3	(Tech 4-2)*	Op 10	$55,020	$55,020	$57,221	$58,079	$60,112	$62,216	$63,460
	B4-R2-3							$59,589	$61,675	$63,833	$65,110
	B4-R2-4							$61,582	$63,737	$65,968	$67,288

	Band structure	Classification level under the previous awards			Salary 1/12/07	Point-to-Point	Annual & Structural Adjustment Increase 27/11/08 (ffpp)	Structural Adjustment Increase 5/03/09 (ffpp)	Annual Increase 26/11/09 (ffpp)	Annual Increase 25/11/10 (ffpp)	Structural Adjustment Increase 3/03/11 (ffpp)
		A&C	Technical	Operational							
	Promotion										
BAND 5	B5-R1-A	A&C 7-1	(Tech 4-3)*		$56,854	$56,854	~	~	~	~	~
	B5-R1-B	A&C 7-2			$58,665	$58,665	$61,012	~	~	~	~
	B5-R1-1	A&C 7-3			$60,476	$60,476	$62,895	$63,838	$66,073	$68,385	$69,753
	B5-R1-2							$65,115	$67,394	$69,753	$71,148
	B5-R1-3							$66,761	$69,098	$71,516	$72,946
	Promotion										
BAND 6	B6-R1-A		Tech 5		$62,286	$62,286	~	~	~	~	~
	B6-R1-B	A&C 8-1			$64,096	$64,096	$66,660	$67,660	$70,028	$72,479	~
	B6-R1-1	A&C 8-2	Tech 6		$65,906	$65,906	$68,542	$69,570	$72,005	$74,526	$76,016
	B6-R1-2	A&C 8-3			$67,714	$67,714	$70,423	$71,479	$73,981	$76,570	$78,101
	B6-R1-3							$72,908	$75,460	$78,101	$79,663
	Advancement Assessment Point										
	B6-R2-1	A&C 9-1			$71,326	$71,326	$74,179	$75,292	$77,927	$80,654	$82,267
	B6-R2-2	A&C 9-2			$73,143	$73,143	$76,069	$77,210	$79,912	$82,709	$84,363
	B6-R2-3							$78,569	$81,319	$84,165	$85,848
	B6-R2-4							$79,920	$82,717	$85,612	$87,325
	Promotion										
BAND 7	B7-R1-A	A&C 10			$76,763	$76,763	$79,834	$81,031	$83,867	~	~
	B7-R1-1							$82,652	$85,544	$88,539	$90,309
	B7-R1-2	A&C 11			$80,382	$80,382	$83,597	$84,851	$87,821	$90,895	$92,713
	Advancement Assessment Point										
	B7-R2-1							$86,548	$89,577	$92,713	$94,567
	B7-R2-2								$91,369	$94,567	$96,458

	Band structure	Classification level under the previous awards			Salary 1/12/07	Point-to-Point	Annual & Structural Adjustment Increase 27/11/08 (ffpp)	Structural Adjustment Increase 5/03/09 (ffpp)	Annual Increase 26/11/09 (ffpp)	Annual Increase 25/11/10 (ffpp)	Structural Adjustment Increase 3/03/11 (ffpp)
		A&C	Technical	Operational							
	Promotion										
BAND 8	B8-R1-A	A&C 11/12			$80,382	$80,382	~	~	~	~	~
	B8-R1-B				$82,795	$82,795	$86,107	$87,398	~	~	~
	B8-R1-1	A&C 12			$85,813	$85,813	$89,246	$90,584	$93,755	$97,036	$98,977
	B8-R1-2							$92,396	$95,630	$98,977	$100,956
	Advancement Assessment Point										
	B8-R2-1							$94,244	$97,542	$100,956	$102,975
	B8-R2-2							$97,572	$100,987	$104,522	$106,612
	SEE GENERAL STREAM BANDS 9 & 10 FOR PROMOTION BEYOND THIS POINT										

* For Operational 7 and 8 see special translation table in Appendix 1
* For Technical 2 and 4 see special translation table in Appendix 1

APPENDIX 3 – PROFESSIONAL STREAM FOR THE PREVIOUS PROFESSIONAL STREAM

	Band Structure	Classification level under previous award	Salaries 1/12/07	Point-to-Point	Adjustment	Annual & Structural Adjustment Increase 27/11/08 (ffpp)	Structural Adjustment Increase 5/03/09 (ffpp)	Annual Increase 26/11/09 (ffpp)	Annual Increase 25/11/10 (ffpp)	Structural Adjustment Increase 3/03/11 (ffpp)
BAND 1	B1-R1-A	Prof 1-1	$40,547	$40,547	$44,019	~	~	~	~	~
	B1-R1-1	Prof 1-2	$43,107	$43,107	$44,938	$46,736	$47,437	$49,097	$50,815	$51,832
	B1-R1-2	Prof 1-3	$45,853	$45,853	$46,771	$48,642	$49,371	$51,099	$52,888	$53,946
	B1-R1-3	Prof 1-4	$48,606	$48,606	$50,441	$52,459	$53,246	$55,109	$57,038	$58,179
	B1-R1-4	Prof 1-5	$51,357	$51,357	$52,694	$54,801	$55,623	$57,570	$59,585	$60,777
	B1-R1-5	Prof 1-6	$54,105	$54,105	$55,020	$57,221	$58,079	$60,112	$62,216	$63,460
	B1-R1-6	Prof 1-7	$56,854	$56,854	$58,339	$60,672	$61,582	$63,737	$65,968	$67,288
	B1-R1-7	Prof 1-8	$59,573	$59,573	$60,476	$62,895	$63,838	$66,073	$68,385	$69,753
	Advancement Assessment Point									
BAND 2	B2-R1-1	Prof 2-1	$62,286	$62,286	$63,245	$65,774	$66,761	$69,098	$71,516	$72,946
	B2-R1-2	Prof 2-2	$65,000	$65,000	$65,906	$68,542	$69,570	$72,005	$74,526	$76,016
	B2-R1-3	Prof 2-3	$67,714	$67,714	$69,068	$71,831	$72,908	$75,460	$78,101	$79,663
	B2-R1-4						$75,292	$77,927	$80,655	$82,268
	B2-R1-5							$79,912	$82,709	$84,363
	Promotion									

	Band Structure	Classification level under previous award	Salaries 1/12/07	Point-to-Point	Adjustment	Annual & Structural Adjustment Increase 27/11/08 (ffpp)	Structural Adjustment Increase 5/03/09 (ffpp)	Annual Increase 26/11/09 (ffpp)	Annual Increase 25/11/10 (ffpp)	Structural Adjustment Increase 3/03/11 (ffpp)
BAND 3	B3-R1-A	Prof 3-1	$71,331	$71,331	$73,143	$76,069	$77,210	~	~	~
	B3-R1-B	Prof 3-2	$74,957	$74,957	$75,711	$78,739	$79,920	$82,717	~	~
	B3-R1-C	Prof 3-3	$76,763	$76,763	$76,763	$79,834	$81,031	$83,867	$86,802	~
	B3-R1-1						$82,652	$85,544	$88,539	$90,309
	B3-R1-2						$84,851	$87,821	$90,895	$92,712
	Advancement Assessment Point									
	B3-R2-1						$86,548	$89,577	$92,712	$94,567
	B3-R2-2							$91,369	$94,567	$96,458
	Promotion									
BAND 4	B4-R1-A	Prof 4-1	$80,382	$80,382	$82,795	$86,107	$87,398	~	~	~
	B4-R1-1	Prof 4-2	$83,098	$83,098	$85,813	$89,246	$90,584	$93,755	$97,036	$98,977
	B4-R1-2	Prof 4-3	$85,813	$85,813	$87,529	$91,030	$92,396	$95,630	$98,977	$100,956
	Advancement Assessment Point									
	B4-R2-1						$94,244	$97,542	$100,956	$102,975
	B4-R2-2						$97,572	$100,987	$104,522	$106,612
	Promotion									
BAND 5	B5-R1-A	Prof 5	$93,050	$93,050	$93,075	$96,798	$101,638	~	~	~
	B5-R1-1				$97,729	$101,638	$106,720	$110,455	$114,321	$116,608
	B5-R1-2				$102,383	$106,478	$111,802	$115,978	$120,037	$122,438
	B5-R1-3							$121,501	$125,753	$134,682
	B5-R1-4							$127,024	$131,469	$134,099
	Promotion									

	Band Structure	Classification level under previous award	Salaries 1/12/07	Point-to-Point	Adjustment	Annual & Structural Adjustment Increase 27/11/08 (ffpp)	Structural Adjustment Increase 5/03/09 (ffpp)	Annual Increase 26/11/09 (ffpp)	Annual Increase 25/11/10 (ffpp)	Structural Adjustment Increase 3/03/11 (ffpp)
BAND 6	B6-R1-A		$109,776	$109,776	$109,776	$114,167	$119,876	~	~	~
	B6-R1-1		$115,265	$115,265	$115,265	$119,876	$125,869	$130,275	$134,834	$137,531
	B6-R1-2		$120,754	$120,754	$120,754	$125,584	$131,863	$136,789	$141,576	$144,408
	B6-R1-3							$143,302	$148,318	$151,284
	B6-R1-4							$149,816	$155,060	$158,161
	SEE GENERAL STREAM BANDS 9 & 10 FOR PROMOTION BEYOND THIS POINT									

APPENDIX 4 – TRANSLATION ARRANGEMENTS FOR PREVIOUS ADMINISTRATIVE AND CELERICAL CLASSIFICATIONS

	Band Structure	Classification Level at 27/11/08	Salary 1/12/07	Salary 27/11/08 (ffpp)	Salary 5/03/09 (ffpp)	Salary 26/11/09 (ffpp)	Salary 25/11/10 (ffpp)	Salary 3/03/11 (ffpp)
BAND 1	B1-R1-A	A&C 1-1	$29,502	~	~	~	~	~
	B1-R1-1	A&C 1-2	$30,788	$32,020	$32,500	$33,637	$34,815	$35,511
	B1-R1-2	A&C 1-3	$32,075	$33,358	$33,858	$35,043	$36,270	$36,995
	B1-R1-3	A&C 1-4	$33,362	$34,696	$35,217	$36,450	$37,725	$38,480
	B1-R1-4			$35,322	$35,851	$37,106	$38,405	$39,173
	Advancement Assessment Point / Entry							
	B1-R2-1	A&C 2-1	$34,648	$36,034	$36,574	$37,855	$39,179	$39,963
	B1-R2-2	A&C 2-2	$35,933	$37,370	$37,931	$39,258	$40,633	$41,445
	B1-R2-3	A&C 2-3	$37,378	$38,873	$39,456	$40,837	$42,266	$43,112
	B1-R2-4				$40,482	$41,899	$43,365	$44,233
	Promotion							
BAND 2	B2-R1-A	A&C 3-1	$38,927	~	~	~	~	~
	B2-R1-1	A&C 3-2	$39,729	$41,318	$41,938	$43,406	$44,925	$45,823
	B2-R1-2	A&C 3-3	$40,547	$42,169	$42,801	$44,299	$45,850	$46,767
	B2-R1-3	A&C 3-4	$41,378	$43,033	$43,679	$45,207	$46,790	$47,725
	B2-R1-4	A&C 3-5	$42,233	$43,922	$44,581	$46,141	$47,756	$48,712
	B2-R1-5				$45,740	$47,341	$48,998	$49,978
	Promotion							
BAND 3	B3-R1-A	A&C 4-1	$44,019	~	~	~	~	~
	B3-R1-1	A&C 4-2	$44,938	$46,736	$47,437	$49,097	$50,815	$51,832
	B3-R1-2	A&C 4-3	$45,854	$47,688	$48,403	$50,098	$51,851	$52,888
	B3-R1-3	A&C 4-4	$46,771	$48,642	$49,371	$51,099	$52,888	$53,946
	B3-R1-4	A&C 4-5	$47,675	$49,582	$50,326	$52,087	$53,910	$54,988
	B3-R1-5				$51,634	$53,441	$55,312	$56,418
	Promotion							

	Band Structure	Classification Level at 27/11/08	Salary 1/12/07	Salary 27/11/08 (ffpp)	Salary 5/03/09 (ffpp)	Salary 26/11/09 (ffpp)	Salary 25/11/10 (ffpp)	Salary 3/03/11 (ffpp)
BAND 4	B4-R1-B	A&C 5-1	$49,523	$51,504	$52,276	$54,106	~	~
	B4-R1-1	A&C 5-2	$50,441	$52,459	$53,246	$55,109	$57,038	$58,179
	B4-R1-2	A&C 5-3	$51,358	$53,412	$54,214	$56,111	$58,075	$59,236
	B4-R1-3				$55,623	$57,570	$59,585	$60,777
	Advancement Assessment Point							
	B4-R2-A	A&C 6-1	$53,188	$55,316	$56,145	$58,110	~	~
	B4-R2-1	A&C 6-2	$54,106	$56,270	$57,114	$59,113	$61,182	$62,406
	B4-R2-2	A&C 6-3	$55,020	$57,221	$58,079	$60,112	$62,216	$63,460
	B4-R2-3				$59,589	$61,675	$63,833	$65,110
	B4-R2-4				$61,582	$63,737	$65,968	$67,288
	Promotion							
BAND 5	B5-R1-A	A&C 7-1	$56,854	~	~	~	~	~
	B5-R1-B	A&C 7-2	$58,665	$61,012	~	~	~	~
	B5-R1-1	A&C 7-3	$60,476	$62,895	$63,838	$66,073	$68,385	$69,753
	B5-R1-2				$65,115	$67,394	$69,753	$71,148
	B5-R1-3				$66,761	$69,098	$71,516	$72,946
	Promotion							
BAND 6	B6-R1-B	A&C 8-1	$64,096	$66,660	$67,660	$70,028	$72,479	~
	B6-R1-1	A&C 8-2	$65,906	$68,542	$69,570	$72,005	$74,526	$76,016
	B6-R1-2	A&C 8-3	$67,714	$70,423	$71,479	$73,981	$76,570	$78,101
	B6-R1-3				$72,908	$75,460	$78,101	$79,663
	Advancement Assessment Point							
	B6-R2-1	A&C 9-1	$71,326	$74,179	$75,292	$77,927	$80,654	$82,267
	B6-R2-2	A&C 9-2	$73,143	$76,069	$77,210	$79,912	$82,709	$84,363
	B6-R2-3				$78,569	$81,319	$84,165	$85,848
	B6-R2-4				$79,920	$82,717	$85,612	$87,325

	Band Structure	Classification Level at 27/11/08	Salary 1/12/07	Salary 27/11/08 (ffpp)	Salary 5/03/09 (ffpp)	Salary 26/11/09 (ffpp)	Salary 25/11/10 (ffpp)	Salary 3/03/11 (ffpp)
	Promotion							
BAND 7	B7-R1-A	A&C 10	$76,763	$79,834	$81,031	$83,867	~	~
	B7-R1-1				$82,652	$85,544	$88,539	$90,309
	B7-R1-2	A&C 11	$80,382	$83,597	$84,851	$87,821	$90,895	$92,713
	Advancement Assessment Point							
	B7-R2-1				$86,548	$89,577	$92,713	$94,567
	B7-R2-2					$91,369	$94,567	$96,458
	Promotion							
BAND 8	B8-R1-A	A&C 11/12	$80,382	~	~	~	~	~
	B8-R1-B		$82,795	$86,107	$87,398	~	~	~
	B8-R1-1	A&C 12	$85,813	$89,246	$90,584	$93,755	$97,036	$98,977
	B8-R1-2				$92,396	$95,630	$98,977	$100,956
	Advancement Assessment Point							
	B8-R2-1				$94,244	$97,542	$100,956	$102,975
	B8-R2-2				$97,572	$100,987	$104,522	$106,612

APPENDIX 5 – TRANSLATION ARRANGEMENTS FOR PREVIOUS PROFESSIONAL CLASSIFICATIONS

	Band Structure	Classification Level at 27/11/08	Salaries 1/12/07	Salary 27/11/08 (ffpp)	Salary 5/03/09 (ffpp)	Salary 26/11/09 (ffpp)	Salary 25/11/10 (ffpp)	Salary 3/03/11 (ffpp)
BAND 1	B1-R1-A	Prof 1-1	$40,547	~	~	~	~	~
	B1-R1-1	Prof 1-2	$43,107	$46,736	$47,437	$49,097	$50,815	$51,832
	B1-R1-2	Prof 1-3	$45,853	$48,642	$49,371	$51,099	$52,888	$53,946
	B1-R1-3	Prof 1-4	$48,606	$52,459	$53,246	$55,109	$57,038	$58,179
	B1-R1-4	Prof 1-5	$51,357	$54,801	$55,623	$57,570	$59,585	$60,777
	B1-R1-5	Prof 1-6	$54,105	$57,221	$58,079	$60,112	$62,216	$63,460
	B1-R1-6	Prof 1-7	$56,854	$60,672	$61,582	$63,737	$65,968	$67,288
	B1-R1-7	Prof 1-8	$59,573	$62,895	$63,838	$66,073	$68,385	$69,753
	Advancement Assessment Point							
BAND 2	B2-R1-1	Prof 2-1	$62,286	$65,774	$66,761	$69,098	$71,516	$72,946
	B2-R1-2	Prof 2-2	$65,000	$68,542	$69,570	$72,005	$74,526	$76,016
	B2-R1-3	Prof 2-3	$67,714	$71,831	$72,908	$75,460	$78,101	$79,663
	B2-R1-4				$75,292	$77,927	$80,654	$82,267
	B2-R1-5					$79,912	$82,709	$84,363
	Promotion							
BAND 3	B3-R1-A	Prof 3-1	$71,331	$76,069	$77,210	~	~	~
	B3-R1-B	Prof 3-2	$74,957	$78,739	$79,920	$82,717	~	~
	B3-R1-C	Prof 3-3	$76,763	$79,834	$81,031	$83,867	$86,802	~
	B3-R1-1				$82,652	$85,544	$88,539	$90,309
	B3-R1-2				$84,851	$87,821	$90,895	$92,713
	Advancement Assessment Point							
	B3-R2-1				$86,548	$89,577	$92,713	$94,567
	B3-R2-2					$91,369	$94,567	$96,458
	Promotion							

	Band Structure	Classification Level at 27/11/08	Salaries 1/12/07	Salary 27/11/08 (ffpp)	Salary 5/03/09 (ffpp)	Salary 26/11/09 (ffpp)	Salary 25/11/10 (ffpp)	Salary 3/03/11 (ffpp)
BAND 4	B4-R1-A	Prof 4-1	$80,382	$86,107	$87,398	~	~	~
	B4-R1-1	Prof 4-2	$83,098	$89,246	$90,584	$93,755	$97,036	$98,977
	B4-R1-2	Prof 4-3	$85,813	$91,030	$92,396	$95,630	$98,977	$100,956
	Advancement Assessment Point							
	B4-R2-1				$94,244	$97,542	$100,956	$102,975
	B4-R2-2				$97,572	$100,987	$104,522	$106,612
	Promotion							
BAND 5	B5-R1-A	Prof 5	$93,050	$96,798	$101,638	~	~	~
	B5-R1-1			$101,638	$106,720	$110,455	$114,321	$116,608
	B5-R1-2			$106,478	$111,802	$115,978	$120,037	$122,438
	B5-R1-3					$121,501	$125,753	$128,268
	B5-R1-4					$127,024	$131,469	$134,099

APPENDIX 6 – TRANSLATION ARRANGEMENTS FOR PREVIOUS TECHNICAL CLASSIFICATIONS

(a) Technical 1

	Band Structure	Classification Level at 27/11/08	Salary 1/12/07	Salary 27/11/08 (ffpp)	Salary 5/03/09 (ffpp)	Salary 26/11/09 (ffpp)	Salary 25/11/10 (ffpp)	Salary 3/03/11 (ffpp)
BAND 1	B1-R2-A	Tech 1-1	$34,003	~	~	~	~	~
	B1-R2-1	Tech 1-2	$34,648	$36,034	$36,574	$37,855	$39,179	$39,963
	B1-R2-B	Tech 1-3	$35,290	~	~	~	~	~
	B1-R2-2	Tech 1-4	$35,933	$37,370	$37,931	$39,258	$40,633	$41,445
	B1-R2-3	Tech 1-5	$37,378	$38,873	$39,456	$40,837	$42,266	$43,112
BAND 2	B2-R1-A	(Tech 2-1)	$38,927	~	~	~	~	~
	B2-R1-1			$41,318	$41,938	$43,406	$44,925	$45,823
	B2-R1-2	(Tech 2-2)	$40,547	$42,169	$42,801	$44,299	$45,850	$46,767
	B2-R1-4	(Tech 2-3)	$42,233	$43,922	$44,581	$46,141	$47,756	$48,712
BAND 3	B3-R1-A	(Tech 2-4)	$44,019	~	~	~	~	~
	B3-R1-1			$46,736	$47,437	$49,097	$50,815	$51,832
	B3-R1-2	(Tech 2-5)	$45,854	$47,688	$48,403	$50,098	$51,851	$52,888

(b) Technical 2

	Band Structure	Classification Level at 27/11/08	Salary 1/12/07	Salary 27/11/08 (ffpp)	Salary 5/03/09 (ffpp)	Salary 26/11/09 (ffpp)	Salary 25/11/10 (ffpp)	Salary 3/03/11 (ffpp)
BAND 2	B2-R1-A	Tech 2-1	$38,927	~	~	~	~	~
	B2-R1-1			$41,318	~	~	~	~
	B2-R1-2	Tech 2-2	$40,547	$42,169	~	~	~	~
	B2-R1-4	Tech 2-3	$42,233	$43,922	~	~	~	~
BAND 3	B3-R1-A	Tech 2-4	$44,019	~	~	~	~	~
	B3-R1-1			$46,736	$47,437	$49,097	$50,815	$51,832
	B3-R1-2	Tech 2-5	$45,854	$47,688	$48,403	$50,098	$51,851	$52,888
	B3-R1-3			$48,642	$49,371	$51,099	$52,888	$53,946
	B3-R1-4			$49,582	$50,326	$52,087	$53,910	$54,988
	B3-R1-5				$51,634	$53,441	$55,312	$56,418

(c) Technical 3

	Band Structure	Classification Level at 27/11/08	Salary 1/12/07	Salary 27/11/08 (ffpp)	Salary 5/03/09 (ffpp)	Salary 26/11/09 (ffpp)	Salary 25/11/10 (ffpp)	Salary 3/03/11 (ffpp)
BAND 4	B4-R1-A	Tech 3-1	$47,675	~	~	~	~	~
	B4-R1-B	Tech 3-2	$49,523	$51,504	$52,276	$54,106	~	~
	B4-R1-2	Tech 3-3	$51,358	$53,412	$54,214	$56,111	$58,075	$59,236
	B4-R1-3				$55,623	$57,570	$59,585	$60,777
	Advancement Assessment Point							
	B4-R2-A			$55,316	$56,145	$58,110	~	~
	B4-R2-1			$56,270	$57,114	$59,113	$61,182	$62,406
	B4-R2-2			$57,221	$58,079	$60,112	$62,216	$63,460
	B4-R2-3				$59,589	$61,675	$63,833	$65,110
	B4-R2-4				$61,582	$63,737	$65,968	$67,288

(d) Technical 4

	Band Structure	Classification Level at 27/11/08	Salary 1/12/07	Salary 27/11/08 (ffpp)	Salary 5/03/09 (ffpp)	Salary 26/11/09 (ffpp)	Salary 25/11/10 (ffpp)	Salary 3/03/11 (ffpp)
BAND 4	B4-R2-A	Tech 4-1	$53,188	$55,316	~	~	~	~
	B4-R2-2	Tech 4-2	$55,020	$57,221	~	~	~	~
BAND 5	B5-R1-A	Tech 4-3	$56,854	~	~	~	~	~
	B5-R1-B			$61,012	~	~	~	~
	B5-R1-1			$62,895	$63,838	$66,073	$68,385	$69,753
	B5-R1-2				$65,115	$67,394	$69,753	$71,148
	B5-R1-3				$66,761	$69,098	$71,516	$72,946

(e) Technical 5 and 6

	Band Structure	Classification Level at 27/11/08	Salary 1/12/07	Salary 27/11/08 (ffpp)	Salary 5/03/09 (ffpp)	Salary 26/11/09 (ffpp)	Salary 25/11/10 (ffpp)	Salary 3/03/11 (ffpp)
BAND 6	B6-R1-A	Tech 5	$62,286	~	~	~	~	~
	B6-R1-B			$66,660	$67,660	$70,028	$72,479	~
	B6-R1-1	Tech 6	$65,906	$68,542	$69,570	$72,005	$74,526	$76,016
	B6-R1-2			$70,423	$71,479	$73,981	$76,570	$78,101
	B6-R1-3				$72,908	$75,460	$78,101	$79,663
	Advancement Assessment Point							
	B6-R2-1			$74,179	$75,292	$77,927	$80,654	$82,267
	B6-R2-2			$76,069	$77,210	$79,912	$82,709	$84,363
	B6-R2-3				$78,569	$81,319	$84,165	$85,848
	B6-R2-4				$79,920	$82,717	$85,612	$87,325

APPENDIX 7 – TRANSLATION ARRANGEMENTS FOR PREVIOUS OPERATIONAL CLASSIFICATIONS

(a) Operational 1 to 6

	Band Structure	Classification Level at 27/11/08	Salary 1/12/07	Salary 27/11/08 (ffpp)	Salary 5/03/09 (ffpp)	Salary 26/11/09 (ffpp)	Salary 25/11/10 (ffpp)	Salary 3/03/11 (ffpp)
BAND 1	B1-R1-B	Op 1-1	$31,560	~	~	~	~	~
	B1-R1-2	Op 1-2	$32,075	$33,358	$33,858	$35,043	$36,270	$36,995
	B1-R1-C	Op 1-3	$32,985	~	~	~	~	~
	B1-R1-3			$34,696	$35,217	$36,450	$37,725	$38,480
	B1-R1-4	Op 2	$33,963	$35,322	$35,851	$37,106	$38,405	$39,173
	Advancement Assessment Point / Entry							
	B1-R2-1	Op 3	$34,648	$36,034	$36,574	$37,855	$39,179	$39,963
	B1-R2-2	Op 4	$35,933	$37,370	$37,931	$39,258	$40,633	$41,445
	B1-R2-3	Op 5	$37,378	$38,873	$39,456	$40,837	$42,266	$43,112
	B1-R2-4				$40,482	$41,899	$43,365	$44,233
	Promotion							
BAND 2	B2-R1-A	Op 6	$38,927	~	~	~	~	~
	B2-R1-1			$41,318	$41,938	$43,406	$44,925	$45,823
	B2-R1-2			$42,169	$42,801	$44,299	$45,850	$46,767
	B2-R1-3			$43,033	$43,679	$45,207	$46,790	$47,725
	B2-R1-4			$43,922	$44,581	$46,141	$47,756	$48,712
	B2-R1-5				$45,740	$47,341	$48,998	$49,978
	Promotion							

(b) Operational 7

	Band Structure	Classification Level at 27/11/08	Salary 1/12/07	Salary 27/11/08 (ffpp)	Salary 5/03/09 (ffpp)	Salary 26/11/09 (ffpp)	Salary 25/11/10 (ffpp)	Salary 3/03/11 (ffpp)
B2	B2-R1-4	Op 7	$42,233	$43,922	~	~	~	~
BAND 3	B3-R1-1			$46,736	$47,437	$49,097	$50,815	$51,832
	B3-R1-2			$47,688	$48,403	$50,098	$51,851	$52,888
	B3-R1-3			$48,642	$49,371	$51,099	$52,888	$53,946
	B3-R1-4			$49,582	$50,326	$52,087	$53,910	$54,988
	B3-R1-5				$51,634	$53,441	$55,312	$56,418
	Promotion							

(c) Operational 8 to 10

	Band Structure	Classification Level at 27/11/08	Salary 1/12/07	Salary 27/11/08 (ffpp)	Salary 5/03/09 (ffpp)	Salary 26/11/09 (ffpp)	Salary 25/11/10 (ffpp)	Salary 3/03/11 (ffpp)
B3	B3-R1-2	Op 8	$45,854	$47,688	~	~	~	~
BAND 4	B4-R1-B	Op 9	$49,523	$51,504	$52,276	$54,106	~	~
	B4-R1-1			$52,459	$53,246	$55,109	$57,038	$58,179
	B4-R1-2			$53,412	$54,214	$56,111	$58,075	$59,236
	B4-R1-3				$55,623	$57,570	$59,585	$60,777
	Advancement Assessment Point							
	B4-R2-A			$55,316	$56,145	$58,110	~	~
	B4-R2-1			$56,270	$57,114	$59,113	$61,182	$62,406
	B4-R2-2	Op 10	$55,020	$57,221	$58,079	$60,112	$62,216	$63,460
	B4-R2-3				$59,589	$61,675	$63,833	$65,110
	B4-R2-4				$61,582	$63,737	$65,968	$67,288

APPENDIX 8 – TRANSLATION OF AWARD SUBJECT MATTERS

The following table shows where the subject matter within the General Conditions of Service Award No 6. of 2008 (Consolidated) is found in this Tasmanian State Service Award.

Subject Matter	Previous Part and Clause	New Part and Clause
Title	PART I - 1	PART I – 1
Scope	PART I - 2	PART I – 2
Index	PART I - 3	PART I – 3
Date of Operation	PART I - 4	PART I – 4
Award Interest	PART I - 5	PART I – 5
Supersession	PART I - 6	PART I – 6
Definitions	PART I - 7	PART I – 7
Clothing		
(a) Uniforms	PART II – 1	PART IX – 1
(b) Protective Gear		PART IX – 2
State Service Accumulated Leave Scheme	PART II – 2	PART VIII – 6
Payment of Wages	PART III –1	PART II – 2
Supported Wage System	PART III –2	PART II – 7
First Aid Certificate Allowance	PART IV – 1	PART IV – 5
Coxswain's Certificate Allowance	PART IV – 2	PART IV – 7
Diving Allowances	PART IV – 3	PART IV – 8
Electrical Trades Allowances	PART IV – 4	Deleted
Plumber's Allowance	PART IV – 5	Deleted
Licence Reimbursement Allowance	PART IV – 6	Deleted
Location Allowances	PART IV – 7	PART IV – 1
Special Accommodation Rate on Transfer	PART IV – 7	PART IV – 4
Higher Duties Allowance	PART IV – 8	PART II – 10
More Responsibilities Duties Allowance	PART IV – 9	PART II – 11
Foul and Nauseous Linen Allowance	PART IV – 10	Deleted
Training Courses, Conference Allowance	PART IV – 11	PART IV – 3
Meal Allowances	PART IV – 12	PART IV – 2
Travel Allowances	PART IV – 13	PART IV – 3
Overtime	PART V - 1	PART VI – 3 PART VII – 3
Saturday, Sunday and Holiday Work	PART V - 2	PART VII – 1
Afternoon, Night Shift Allowance	PART V - 3	PART VII – 2
Call Back Allowance	PART V - 4	PART VI – 5 PART VII – 4
Standby Availability Allowances	PART V - 5	PART VI – 5 PART VII – 4
Holidays	PART VI – 1	PART VIII – 1
Parental Leave	PART VI – 2	PART VIII – 2
Personal Leave	PART VI – 3	PART VIII – 3
Bereavement Leave	PART VI – 4	PART VIII – 4
Recreation Leave	PART VI – 5	PART VIII – 5
Jury Service	PART VI – 6	PART VIII – 7

APPENDIX 9 – SPECIAL PROVISIONS FOR CERTAIN EMPLOYEES OF THE DEPARTMENT OF POLICE, FIRE AND EMERGENCY MANAGEMENT

The provisions of this Appendix apply to Department of Police, Fire and Emergency Management (DPFEM) employees as specified in clauses 1, 2, 3 and 4 below who were or continue to be engaged to undertake work in the Tasmania Fire Service (TFS). Some of these employees have been integrated into units within DPFEM.

The Appendix does not apply to anyone employed after the Appendix comes into effect (other than the exception below).

Employees to whom the Appendix applies who are promoted to undertake duties of a higher classification after the Appendix comes into effect will no longer be covered by the provisions of this Appendix however they will be appointed to a level in the higher classification such that their new salary is not less than their previous salary.

Except that:
Employees appointed to any of the positions specified in clause 3, before or after this Appendix comes into effect, will be entitled to the loading of 6% incorporated into their annual salary for as long as they are employed in one of those positions.

1. COMMUNICATIONS SERVICES EMPLOYEES

(a) Employees Covered

These provisions apply to all employees who formerly worked in the Communications Services Section of the TFS, now called DPFEM Communications Systems and Technology Services who undertake technical work that requires formal technical qualifications as defined by this Award.

(b) Rate of Salary

The technical employees covered by this sub-clause receive 4.8% of salary in addition to the salaries specified in Part II – Salaries and Related Matters of this Award.

(c) Ordinary Hours of Work

The ordinary hours of work for these employees are 38 hours per week and this specification replaces all references to 36 hours 45 minutes per week in this Award and these hours are worked in accordance with the provisions of Part V – Workplace Flexibility and Part VI Hours of Work and Overtime for Day Work.

2. ENGINEERING SERVICES EMPLOYEES

(a) Employees Covered

These provisions apply to all employees who formerly worked in the Engineering Services Section of the TFS, now called DPFEM Engineering and Fleet Services, who undertake trade work that requires formal trade qualifications as defined by this Award.

(b) Rate of Salary

The trade employees covered by this sub-clause receive 6.5% of salary in addition to the salaries specified in Part II – Salaries and Related Matters of this Award.
(c) Span of Hours

The ordinary hours of work for these employees are worked between 6:00 am and 7:00 pm

(d) Ordinary Hours of Work

The ordinary hours of work for these employees are 76 hours per fortnight and this specification replaces all references to 36 hours 45 minutes per week in this Award and these hours are worked in accordance with the provisions of Part V – Workplace Flexibility and Part VI Hours of Work and Overtime for Day Work. The hours are worked as nine days of 8 hours and 27 minutes in a ten day work cycle.

An employee may be required to work up to nine ordinary hours per day in order to meet operational requirements and in these circumstances the employee is to manage his/her time in conjunction with his/her supervisor to ensure an average working week of 38 hours.

(e) Rostered Days Off

Employees are able to take one day per fortnight as a rostered day off, however the timing of the rostered day off is to be flexible to ensure that full services are provided by each workshop.

3. REGIONAL CHIEF & DEPUTY REGIONAL CHIEF POSITIONS

(a) Employees Covered
These provisions apply to the Regional Chief South, Regional Chief North, Regional Chief North West, Deputy Regional Chief South, Deputy Regional Chief North and Deputy Regional Chief Operational Training (also known as Assistant Director).

(b) Rate of Salary
The employees covered by this sub-clause receive 6% of salary in addition to the salaries specified in Part II – Salaries and Related Matters of this Award incorporated into their annual salary. Deputy Regional Chief positions are classified at Band 8 and Regional Chief positions are classified at Band 9.

(c) Ordinary Hours of Work
The ordinary hours of work for these employees are 76 hours per fortnight and this specification replaces all references to 36 hours 45 minutes per week in this Award and these hours are worked in accordance with the provisions of Part V – Workplace Flexibility and Part VI Hours of Work and Overtime for Day Work.

(d) Corporate Wardrobe
DPFEM will provide a corporate wardrobe to employees who are required to wear a uniform whilst on duty. Uniform replacement is to be in accordance with DPFEM Policy.

4. ALL OTHER EMPLOYEES COVERED BY THE APPENDIX

(a) Employees Covered

These provisions apply to all DPFEM employees who were or continue to be engaged to undertake work in the Tasmania Fire Service (TFS) except those covered by Clauses 1 and

2 of this Appendix. For clarity this includes employees who have been integrated from the TFS into units within DPFEM and those who continue to work within the TFS.

(b) Rate of Salary

The employees covered by this sub-clause receive 6.0% of salary in addition to the salaries prescribed in Part II – Salaries and Related Matters of this Award.

(c) Ordinary Hours of Work

The ordinary hours of work for these employees are 38 hours per week and this specification replaces all references to 36 hours 45 minutes per week in this Award and these hours are worked in accordance with the provisions of Part V – Workplace Flexibility and Part VI Hours of Work and Overtime for Day Work.

(d) Corporate Wardrobe

DPFEM will provide a corporate wardrobe to employees who were previously required to wear one. The uniform will be replaced in accordance with DPFEM Policy.

APPENDIX 10 - INFORMATION & COMMUNICATION TECHNOLOGY (ICT) CLASSIFICATION STRUCTURE

This Attachment details the classification structure and standards that apply to Information and Communication Technology employees. These arrangements derive from the provisions of Appendix 1, clause 2 regarding Targeted Occupational Groups, specifically Computer Systems Officers.

ICT 1

ICT 1 consists of employees ranging across Bands 1 to 4 inclusive.
There are four categories of employees with different salary progression ranges:

- ICT Level 1 (Trainee) - Band 1;
- ICT Level 1 (Cadet) - Band 1 to Band 4;
- ICT Level 1 (Technician) - Band 2 to Band 4; and
- ICT Level 1 (Graduate) - Band 3 to Band 4.

The salaries of Graduates and Cadets are as specified in the Tasmanian State Service Award (TSSA).

The salary progression structure for Trainees and Technicians is specified in this Appendix.

A **Trainee** is an employee who is employed to undertake IT Certificates 2, 3 or 4.

A **Cadet** is an employee who is employed subject to undertaking a three year undergraduate degree part-time at a university.

A **Graduate** is an employee who is employed according to a Graduate Development Program after graduating with a degree qualification following a minimum three year course at a university.

A **Technician** is an employee who does not undertake formal undergraduate studies or participate in a formal graduate program but who gains skills and experience through in-house development and learning, including specific courses of study.

CLASSIFICATION DESCRIPTORS

The classification descriptors of Bands 1 to 4 describe the work value requirements of an employee who progresses through the salary structure.

To fully meet the work requirements at the top of ICT 1 requires being able to undertake computer system tasks that require adherence to policy, procedures or established practices. It is expected that all qualifications required have been achieved and professional development has been undertaken relevant to the technical area of expertise.

The purpose of supplementary descriptors is to specify the work expected to be undertaken by ICT employees and augment the classification descriptors in this award.

The supplementary descriptors for ICT 1 highlight the competency expected for ICT 1 employees paid at Band 4.

The AAP's provide the framework for developing and assessing an employee's suitability to progress to the top of Band 4 or Band 6, respectively.

Supplementary descriptors

- Able to operate across a number of computing platforms, systems, applications languages and server installations.
- Converses with senior technical specialists regarding area of responsibility.
- Contact with organisation staff/vendors will be limited with the occupant usually having had limited opportunities to establish business relationships – at this point they are more technician-to-technician based and technician-client.

Advanced Assessment Point

To progress through the AAP in Band 4 a minimum of three of the following criteria are required to be satisfied:

- Recognised as providing high level customer service and demonstrates high level proficiency in function and work tasks;
- Operates autonomously during after-hours upgrades to systems or remote monitoring,
- Has demonstrated emerging leadership skills by taking responsibility to integrate related platforms, systems, applications languages and server installations and is capable at leading and conducting research, discussions, workshops and presenting findings;
- Has a significant influence on the initiation and training of new officers in the operations of the section;
- Demonstrated proficiency in work related ICT disciplines including attainment of industry recognised qualifications or certification in specific work areas;
- Has consistently demonstrated the ability to plan work schedules; lead small teams in implementing parts of applications, upgrades to servers, rollouts of standard operating environment patches and updates; has responsibility for gathering information regarding purchasing and assisting senior offices with the purchasing cycle; and
- Is self-directed, reliable, espouses the values of the organisation in their work, provides input into the operational processes of their area of expertise and has highly regarded oral and written communication skills.

ICT 2

Band 5 classification standards and salaries.

ICT 3

Band 6 classification standards and salaries, with supplementary descriptors.

Supplementary Descriptors

This is a senior practitioner level with overall responsibility for systems, the application of policy, for mentoring less experienced staff members, for providing advice to senior IT managers and for liaising effectively with vendors, clients and management.

Work at this level is authoritative in terms of supporting a system, in undertaking application development or supporting key items of infrastructure such as networks, mail storage area networks, servers, security systems, disaster recovery installations.

Highly specialist knowledge of and overall responsibility for several computer systems.

Highly developed analytical skills:

- to capture the business needs of clients,
- to understand the technical context of options and solutions to meet business requirements; and
- to develop and implement plans and proposals for improved operational effectiveness and service delivery.

Provide leadership and supervision of staff responsible for the delivery of components of systems or programs, particularly regarding the quality of service delivery and in meeting performance specifications.

In areas of technical expertise and with responsibility for particular operational processes represents the organisation with authority and commits agency to negotiated outcomes.

Advanced Assessment Point

At least three of the following criteria to be demonstrated:

- Has established strong peer networks across government in an area of speciality and provides leadership in the co-ordination of forums, discussions and meetings;
- Has undertaken leading research, development or innovation within an agency that has potential whole of government application including the establishment of working groups, high levels of liaison with a central agency, conducts demonstrations to other interested parties and has a significant role with the central agency in any vendor negotiations that form part of the development of a new product/service;
- Possesses oral and written communication skills reflected in:
    - positive outcomes from negotiations with vendors regarding technical matters;
    - development and carriage of ICT based policies and procedures;
    - preparations of higher level reports, papers and proposals for ICT management and senior executives; and
    - provides leadership to peers and subordinates in regular and clear communication to clients;
- Demonstrates a clear understanding of whole of government strategies and initiatives and works proactively with agency ICT management to develop systems and solutions that may derive from the implementation of whole of government applications; and
- Has achieved technical certification across a number of specialist disciplines.

<u>ICT 4</u>

Band 7 classification standards and salaries.

Manager/Specialist

Band 8 classification standards and salaries.

High-level specialist

Band 9 classification standards and salaries.

High-level specialist

Band 10 classification standards and salaries.

ICT 1 - Technician
Salary Progression Table

ICT 1 Progression Stage	General Stream Equivalence
Level 1	B2-R1-2
Level 2	B2-R1-3
Level 3	B2-R1-5
Level 4	B3-R1-2
Level 5	B3-R1-4
Level 6	B4-R1-2
Level 7	B4-R1-4
Level 8	B4-R2-2 (after satisfying AAP criteria)
Level 9	B4-R2-3
Level 10	B4-R2-4
Level 11	B4-R2-5

ICT TRAINEE

The following table demonstrates translation of Information and Technology Communication (ICT) Trainees employees previously covered by the Tasmanian State Service National Training Wage Award (NTWA), as at 27 November 2008.

A	B	C	D	E	F	G	H	I
Classification Level (TSSNTWA)	Band Structure Reference	Salary 1/12/07	Annual & Structural Adjustment Increase 27/11/08 (3.5% + 0.5%) (ffpp)	Salary Jan-09	Salaries from 5/03/09 (ffpp)	Annual Increase 3.5% 26/11/09 (ffpp)	Annual Increase 3.5% 25/11/10 (ffpp)	Structural Adjustment Increase 2% 3/03/11 (ffpp)
Year 10 School Leaver	B1-R1-1	$11,596	$12,060	$14,656	$26,000	$26,910	$27,852	$28,409
Year 10 plus 1 Year Year 11 School Leaver	B1-R1-2	$14,092	$14,656	$17,630	$27,086	$28,034	$29,015	$29,596
Year 10 plus 2 years Year 11 plus 1 year Year 12 School Leaver	B1-R1-3	$16,952	$17,630	$20,388	$28,174	$29,160	$30,181	$30,784
Year 10 plus 3 years Year 11 plus 2 years Year 12 plus 1 year	B1-R2-1	$19,604	$20,388	$23,633	$29,259	$30,283	$31,343	$31,970
Year 10 plus 4 years Year 11 plus 3 years Year 12 plus 2 year		$22,724	$23,633	$27,148				
Year 10 plus 5 years Year 11 plus 4 years Year 12 plus 3 year	B1-R2-3	$26,104	$27,148	$27,148	$31,565	$32,670	$33,813	$34,489
	B1-R2-4				$32,386	$33,520	$34,693	$35,387

1. This table incorporates the "No Disadvantage" provisions of the Tasmanian State Service Award (TSSA), hence the increases payable from 1 January 2009 under NTWA, are shown in Column E.
2. The nominal base rate is "Year 12 School Leaver", B1-R1-3, which provides the salary for most IT Trainees undertaking Certificate 3.
3. The next most common applicable salary rate is B1-R2-1 for IT Trainees undertaking Certificate 4.
4. For Adult Trainees undertaking Certificate 3 the salary rate is provided by B1-R2-3.
5. The salary rate for Adult Trainees undertaking Certificate 4 is as shown at B1-R2-4.
6. The salary on completion of Certificate 4 is the normal non-training rate for B1-R2-3.

APPENDIX 11 - SCHOOL ADMINISTRATIVE STAFF TSSA TRANSLATION

This appendix details the classification translation structure that applies to school administrative staff effective from 5 March 2009. These arrangements result from the review process as outlined in Appendix 1, Clause 2 regarding Targeted Occupational Groups, specifically School Support Staff, (Executive Officers and Administrative Assistants) Department of Education. These arrangements derive from negotiations and agreement with the Community and Public Sector Union (State Public Services Federation Tasmania) Inc.

Five generic Statements of Duties (SoDs) have been developed and approved for School Administrative staff and reflect the work value of the classification of duties assigned to schools and the classification standards in the award.

Classification translation for School Executive Officers (SEOs) is in accordance with the classification of duties assigned to schools, as per Table 2.0 below.

Classification translations for other School Administrative Staff are in accordance with the classification of duties assigned to schools, as per Table 1.0 below.

The classification of duties assigned to schools is based on the different levels of skills and responsibilities required for the duties that are performed. The classifications reflect the Department of Education's assessment of the administrative work required to be performed in schools at the time of translation.

The assessment of duties has taken into account the number of school enrolments, location, number and type of administrative support staff, type of school and any other specific business activities a particular school may undertake. This approach is a significant departure from the previous classification arrangements, (based on school enrolments only) and reflects a holistic assessment of the duties required to be performed.

Table 1.0

Classification Under Previous Award	**Allocated Statement of Duties and Classification**
Admin & Clerical Award Level 2 (Band 1)	School Clerk (Band 2)
Admin & Clerical Award Level 3 (Band 2)	School Clerk (Band 2)
Admin & Clerical Award Level 4 (Band 3)	School Administrative Officer (Band 3)

Table 2.0

SEO 3 (Band 6)	
New Norfolk High School Sheffield School Lauderdale Primary School Kings Meadows High School Clarence High School Port Dalrymple School Devonport High School Nixon Street Primary School St Helens District High School Ulverstone High School Rosetta High School Riverside Primary School Brighton Primary School Rose Bay High School Kingston High School Burnie High School	Brooks High School Summerdale Primary School Taroona High School Reece High School Prospect High School Sorell School Queechy High School New Town High School Riverside High School Ogilvie High School Claremont College Rosny College Elizabeth College Launceston College Howrah Primary School

SEO 2 (Band 5)	
Hazelwood	Illawarra Primary School
Winnaleah District High School	New Norfolk Primary School
Rosebery District High School	Cressy District High School
Geeveston District High School	Lindisfarne North Primary School
Campania District High School	Smithton High School
Richmond Primary School	Glenorchy Primary School
South Hobart Primary School	Bridgewater High School
Warrane Primary School	Claremont High School
Distance Education	Lansdowne Crescent Primary School
Triabunna District High School	Oatlands District High School
Risdon Vale Primary School	Ravenswood Heights Primary School
Mt Faulkner Primary School	West Launceston Primary School
Glenora District High School	Cambridge Primary School
Rokeby High School	Devonport Primary School
Waimea Heights Primary School	East Devonport Primary School
King Island District High School	Deloraine Primary School
Snug Primary School	New Town Primary School
Moonah Primary School	Rosetta Primary School
Woodbridge School	Blackmans Bay Primary School
Campbell Street Primary School	Youngtown Primary School
Cygnet Primary School	Mount Stuart Primary School
Gagebrook Primary School	Yolla District High School
West Ulverstone Primary School	Princes Street Primary School
South George Town Primary School	Mountain Heights School
Abbotsfield Primary School	Smithton Primary School
Mayfield Primary School	Penguin Primary School
Herdsmans Cove Primary School	Burnie Primary School
Campbell Town District High School	St Marys District High School
Miandetta Primary School	Claremont Primary School
Perth Primary School	Scottsdale Primary School
Cosgrove High School	Exeter High School
Tasman District School	Wynyard High School
Rokeby Primary School	Dodges Ferry Primary School
Beaconsfield Primary School	Trevallyn Primary School
Latrobe Primary School	East Derwent Primary School
Invermay Primary School	Scottsdale High School
Montello Primary School	Latrobe High School
Geilston Bay High School	Kingston Primary School
Hillcrest Primary School	Table Cape Primary School
Springfield Gardens Primary School	Ulverstone Primary School
Bowen Road Primary School	Margate Primary School
St Leonards Primary School	Spreyton Primary School
Montagu Bay Primary School	Mowbray Heights Primary School
Lindisfarne Primary School	Lilydale District School
Penguin High School	Huonville High School
Deloraine High School	Hagley Farm Primary School
Glen Dhu Primary School	Lenah Valley Primary School
Wesley Vale Primary School	Huonville Primary School
Longford Primary School	Norwood Primary School
Punchbowl Primary School	Parklands High School
Taroona Primary School	Exeter Primary School
Bellerive Primary School	East Launceston Primary School
Fairview Primary School	Waverley Primary School

SEO 1 (Band 4)	
Timsbury School of Special Education NW – D'port School of Special Education NW – Burnie Early Childhood Intervention Serv – D'port Early Childhood Intervention Serv – Burnie Early Childhood Intervention Serv – L'ton Early Childhood Intervention Serv - Hobart Ashley Cape Barren Island School Waratah Primary School Levendale Primary School Maydena Primary School Redpa Primary School Branxholm Primary School Avoca Primary School Kempton Primary School Wilmot Primary School Natone Primary School Bruny Island District School Stanley Primary School Collinsvale Primary School Sassafras Primary School Edith Creek Primary School Ringarooma Primary School Strahan Primary School Northern Support School Bracknell Primary School Fingal Primary School Meander Primary School Mole Creek Primary School Westerway Primary School Ouse District High School Moriarty Primary School Zeehan Primary School Swansea Primary School Sprent Primary School Orford Primary School	Bothwell District High School Bicheno Primary School Flinders Island District High School Railton Primary School Clarendon Vale Primary School Goodwood Primary School South Arm Primary School Havenview Primary School Dunalley High School Cooee Primary School Glen Huon Primary School Riana Primary School Molesworth Primary School Forest Primary School Brent Street Primary School Dover District High School Bagdad Primary School Franklin Primary School West Somerset Primary School Mount Nelson Primary School Roseneath Primary School Bridport Primary School Forth Primary School Westbury Primary School Ridgley Primary School Evandale Primary School Somerset Primary School Rocherlea Primary School Goulburn Street Primary School Brooklyn Primary School Albuera Street Primary School East Ulverstone Primary School Boat Harbour Primary School Acton School Upper Burnie Primary School Sandy Bay Infant School

Translation Arrangements

1. Translation from the previous award to the classification band shown in the above tables occurs with effect on 5 March 2009.

2. Due to the complexity and size of colleges, College Administrative Managers in Colleges are translated to Band 6 Range 2 with effect on 5 March 2009.

3. SEOs in high schools with Full Time Enrolments (FTE) greater than 650 and where the SEO has 4 or more years experience at Admin and Clerical Level 7, or higher, as at 5 March 2009 and has been assessed as meeting or exceeding the performance and development requirements at their most recent performance assessment, are

translated to Band 6 Range 2 with effect from the first full pay period on or after 5 March 2009.

Review Provisions

Individual employee duties are classified according to the classification standards of this Award and the duties required to be undertaken. The parties to the award agree the translation arrangements of this Appendix reflect the work value of the duties as at the date of translation. The Review Process of Appendix 1 of this Award has been accommodated by the assessment of the duties required to be performed, the assignment of classifications and the translation arrangements of this Appendix. The Review Process of Appendix 1 will not apply to this Targeted Occupational Group as a result of the negotiated settlement that has been reached by the parties.

Individual employees' rights for a review of classification have effect for changes in duties and responsibilities that occur after the effective date of the translation, i.e. after 5 March 2009.

APPENDIX 12 - TRANSPORT SAFETY AND INVESTIGATION OFFICER - DEPARTMENT OF STATE GROWTH

All Transport Safety and Investigation Officers are currently classified at General Stream Band 4 of this Award. This Appendix provides a Transport Safety and Investigation Officer an opportunity of progression to General Stream Band 5.

Progression from General Stream Band 4 to General Stream Band 5 is through the demonstration of competence and effective performance as assessed by way of the Agency's performance management process and completed Certificate IV in Government Investigations or equivalent qualification (as determined by the Head of Agency or delegate).

This is a voluntary process with no requirement for any Transport Safety and Investigation Officer to undertake the formal qualification of Certificate IV in Government Investigations or equivalent qualification.

Salary progression through the levels of each Band is based on demonstrated competence and effective performance as assessed by way of the Agency's performance management process.

A Transport Safety and Investigation Officer in General Stream Band 4 may apply at any time to progress to General Stream Band 5 having completed a Certificate IV in Government Investigations or equivalent qualification (as determined by the Head of Agency or delegate) and having served a minimum of six months as a Transport Safety and Investigation Officer.

Appointment of new Transport Safety and Investigation Officer is to be at General Stream Band 4, lowest level of Range 2. However, subject to qualifications, skills and experience by the appointee a higher level of salary may be appropriate up to and including General Stream Band 4, highest level of Range 2.

Provided in circumstances where a Transport Safety and Investigation Officer has obtained a relevant Diploma of Advanced Diploma encompassing competencies equating to Certificate IV in Government Investigations or its equivalent qualification it is deemed an equivalent qualification for the purposes of advancement as prescribed by this Appendix.

APPENDIX 13 - INLAND FISHERIES SERVICE

The provisions of the Tasmanian State Service Award apply to employees who are engaged by the Inland Fisheries Service (IFS) except as otherwise specified by the compensatory allowance specified by this
Appendix

Inland Fisheries Service Compensatory Allowance

Compensatory Allowance of 10%

The employer retains the right to determine whether an employee shall be entitled to receive, or continue to receive, the Compensatory Allowance. In the event that the payment of the Compensatory Allowance to an employee is to cease, the employer shall provide the employee with notice in writing three months prior to the Compensatory Allowance ceasing to be paid.

Except where otherwise provided, the following clauses contained in the Tasmanian State Service Award are not to apply to employees who are in receipt of this allowance:

Part IV, Clause 5	First Aid Allowance
Part IV, Clause 7	Coxswains Allowance
Part VI and VII, Clause 3	Overtime
Part VI, Clause 5 and Part VII, Clause 4	Availability and Recall Allowance
Part VII, Clause 1	Saturday, Sunday and Holiday Work

Subject to the conditions above, a Compensatory Allowance equivalent to 10% of an employee's normal salary rate is to be paid to Inland Fisheries staff in recognition and in lieu of the following:

- Payments for 100 hours per annum of authorised overtime performed between the period of 7am to 7pm Monday to Friday, excluding public holidays.
- Overtime payments for work performed between the period of 7am to 7pm on 6 weekend days (ie Saturdays or Sundays) per annum.

The overtime figure of 100 hours per annum is an estimate only with no minimum figure set and no additional overtime payment for any hours in excess of that figure worked between the period of 7am to 7pm, Monday to Friday.

In addition, employees are to be granted time off in lieu (TOIL) for time worked on any of the 6 weekend days on a time for time basis, provided that TOIL is granted only for time worked between the period 7am to 7pm, and does not exceed normal daily hours (ie 7 hours 21 minutes) on any weekend day. TOIL is to be taken at a time to be determined by management following consultation with the employee.

Authorised overtime performed in the following situations will be paid in accordance with the Tasmanian State Service Award:

- outside the period 7am to 7pm, Monday to Friday
- outside the period 7am to 7pm on a weekend day
- on a weekend day in excess of the 6 weekend days per annum
- on a public holiday observed between Monday to Friday

Where an employee works less than 6 weekend days over the course of the year, due to the absence of the employee on authorised leave, no adjustment will be made to the payment of the compensatory allowance.

The Inland Fisheries Service is to maintain an appropriate recording and monitoring system, including a dedicated timesheet, for capturing and processing all ordinary and out of hours work details. All staff will be required to complete and return timesheets for deposit with their Supervisors on a fortnightly basis.

An employee required to be absent from his/her place of residence overnight may have reasonable private use of an IFS vehicle during that absence. For the purpose of this provision "reasonable private use" means a distance that should not be more than 50km one way from the overnight location.

Compensatory Allowance of 20%

The employer retains the right to determine whether an employee shall be entitled to receive, or continue to receive, the Compensatory Allowance. In the event that the payment of the Compensatory Allowance to an employee is to cease, the employer shall provide the employee with notice in writing three months prior to the Compensatory Allowance ceasing to be paid.

Except where otherwise provided by this Agreement, the following clauses contained in the Tasmanian State Service Award are not to apply to employees who are in receipt of the allowance contained in this Agreement:

Part IV, Clause 5	First Aid Allowance
Part IV, Clause 7	Coxswains Allowance
Part VI and VII, Clause 3	Overtime
Part VI, Clause 5 and Part VII, Clause 4	Availability and Recall Allowance
Part VII, Clause 1	Saturday, Sunday and Holiday Work

Subject to the conditions above, a Compensatory Allowance equivalent to 20% of an employee's normal salary rate is to be paid to Inland Fisheries staff in recognition and in lieu of the following:

- Overtime or penalty payments for work performed on 24 weekend days (Saturdays or Sundays) per annum.
- Overtime or penalty payments for work performed on 5 public holidays per annum.
- Overtime or penalty payments for 200 hours of authorised overtime per annum.
- Afternoon and Night Shift Allowance
- First Aid Allowance
- Coxswains Allowance
- Availability and Recall Allowance and
- Undertaking two [2] night time activities each fortnight

The night activity figure is an estimate and may be varied over a given period, by mutual consent. The night work to be carried out includes attendance at public meetings, compliance and assistance with research and management duties.

The overtime figure of 200 hours per annum is an estimate only with no minimum figure set and no additional overtime payment for any hours in excess of that figure.

The figures of 24 weekend days and 5 public holidays per annum are estimates only. Where an employee is required to work more than the estimates due to the exigencies of the IFS, no additional payment will be made.

In addition, employees are to be granted time off in lieu (TOIL) for time worked on any of the 24 weekend days and 5 public holidays on a time for time basis provided that the TOIL granted does not exceed normal daily hours (ie 7 hours 21 minutes). TOIL is to be taken at a time to be determined by management following consultation with the employee.

Where an employee works less than 24 weekend days or 5 public holidays over the course of the year, due to the absence of the employee on authorised leave, no adjustment will be made to the payment of the Compensatory Allowance.

The Inland Fisheries Service is to maintain an appropriate recording and monitoring system, including a dedicated timesheet, for capturing and processing all ordinary and out of hours work details. All staff will be required to complete and return timesheets for deposit with their Supervisors on a fortnightly basis.

An employee required to be absent from his/her place of residence overnight may have reasonable private use of an IFS vehicle during that absence. For the purpose of this provision "reasonable private use" means a distance that should not be more than 50km one way from the overnight location.

Five additional days of Recreation Leave will be provided for Inland Fisheries Staff on this 20% loading working a total of 20 weekend days (Saturdays/Sundays). Entitlement to additional Recreation Leave will be confirmed by timesheets. The Inland Fisheries Service will provide the Human Resources Management Branch with the details of those employees eligible to receive the entitlement in September of each year.

Compensatory Allowance of 28%

The employer retains the right to determine whether an employee shall be entitled to receive, or continue to receive, the Compensatory Allowance. In the event that the payment of the Compensatory Allowance to an employee is to cease, the employer shall provide the employee with notice in writing three months prior to the Compensatory Allowance ceasing to be paid.

Except where otherwise provided by this Agreement, the following clauses contained in the General Conditions of Employment Award are not to apply to employees who are in receipt of the allowance contained in this Agreement:

Part IV, Clause 5	First Aid Allowance
Part IV, Clause 7	Coxswains Allowance
Part VI and VII, Clause 3	Overtime
Part VI, Clause 5 and Part VII, Clause 4	Availability and Recall Allowance
Part VII, Clause 1	Saturday, Sunday and Holiday Work

Subject to the conditions above, a Compensatory Allowance equivalent to 28% of an employee's normal salary rate is to be paid to Inland Fisheries staff in recognition and in lieu of the following:

- Overtime or penalty payments for work performed on 46 weekend days (Saturdays or Sundays) per annum.
- Overtime or penalty payments for work performed on 5 public holidays per annum.
- Overtime or penalty payments for 200 hours of authorised overtime per annum.
- Afternoon and Night Allowance
- First Aid Allowance
- Coxswains Allowance
- Availability and Recall Allowance
- Undertaking two [2] night time activities each fortnight

The night activity figure is an estimate and may be varied over a given period, by mutual consent. The night activities to be carried out include attendance at public meetings, compliance and assistance with research and management duties.

The overtime figure of 200 hours per annum is an estimate only with no minimum figure set and no additional overtime payment for any hours in excess of that figure.
The figures of 46 weekend days and 5 public holidays per annum are estimates only. Where an employee is required to work more than the estimates due to the exigencies of the IFS, no additional payment will be made.

In addition, employees are to be granted time off in lieu (TOIL) for time worked on any of the 46 weekend days and 5 public holidays on a time for time basis provided that the TOIL granted does not exceed normal daily hours (i.e., 7 hours 21 minutes). TOIL is to be taken at a time to be determined by management following consultation with the employee.

Where an employee works less than 46 weekend days or 5 public holidays over the course of the year, due to the absence of the employee on authorised leave, no adjustment will be made to the payment of the Compensatory Allowance.
In addition, employees are to be granted time off in lieu (TOIL) for time worked on any of the 24 weekend days and 5 public holidays on a time for time basis provided that the TOIL granted does not exceed normal daily hours (ie 7 hours 21 minutes). TOIL is to be taken at a time to be determined by management following consultation with the employee.

Where an employee works less than 46 weekend days or 5 public holidays over the course of the year, due to the absence of the employee on authorised leave, no adjustment will be made to the payment of the Compensatory Allowance.

The Inland Fisheries Service will develop and implement an appropriate recording and monitoring system, including a dedicated timesheet, for capturing and processing all ordinary and out of hours work details. All staff will be required to complete and return timesheets for deposit with their Supervisors on a fortnightly basis.

An employee required to be absent from his/her place of residence overnight may have reasonable private use of an IFS vehicle during that absence. For the purpose of this provision "reasonable private use" means a distance that should not be more than 50km one way from the overnight location.

Five additional days of Recreation Leave will be provided for Inland Fisheries Service Staff on this 28% loading working a total of 20 weekend days (Saturdays/Sundays). Entitlement to additional Recreation Leave will be confirmed by timesheets. The Inland Fisheries Service will provide the Human Resources Management Branch with the details of those employees eligible to receive the entitlement in September of each year.

APPENDIX 14 – NETWORK SUPPORT OFFICERS – DEPARTMENT OF EDUCATION

1. INTRODUCTION

This Appendix details the classification structure that applies to Network Support Officers employed within the Department of Education. This appendix is effective from 20 November 2012.

2. DEFINITION

A Network Support Officer is an employee employed to a position titled Network Support Officer and working to the statement of duties titled Network Support Officer.

3. CLASSIFICATION STRUCTURE

Network Support officers are employed as General Stream Band 1 and progress through General Stream Band 2.

The following table contains the classification for Network Support Officers.

Network Support Officers Progression Stage	General Stream Equivalence
Level 1	B1-R2-2
Level 2	B1-R2-4
Level 3	B1-R2-5
Level 4	B2-R1-2
Level 5	B2-R1-3
Level 6	B2-R1-4
Level 7	B2-R1-5
Level 8	B2-R1-6

4. COMMENCEMENT SALARY POINTS

Subject to qualifications and experience Network Support Officers may be appointed at a salary point within either Band 1 or Band 2 in accordance with the following criteria:

(a) (i) The classification and salary point for employees employed as Network Support Officers possessing no IT certificate or relevant work experience is B1-R2-2.

(ii) The classification and salary point for employees employed as Network Support Officers possessing an IT Certificate 3 is B1-R2-4 except where the appointee has undertaken a traineeship for attainment of the qualification involving employment at a work place and/or associated work placements of at least 12 months duration. In the latter instance these appointees would commence at B1-R2-5.

(iii) The classification and salary point for employees employed as Network Support Officers possessing an IT Certificate 4 is B1-R2-5 except where the appointee has undertaken a traineeship for attainment of the qualification involving employment at a work place and/or associated work placements of at least 12 months duration. In the latter instance these appointees would commence at B2-R1-2.

(b) For each completed year of relevant IT work experience prior to commencement, not including work experience obtained during the completion of an IT Certificate, appointees will commence one salary point higher than the salary point they would otherwise have commenced on in accordance with their qualifications as established clause 4(a) above.

5. SALARY PROGRESSION

(a) Progression between the salary points is based upon a satisfactory annual performance review and 12 months service at the previous salary point unless an earlier progression is supported in accordance with the Department of Education performance management system.

(b) Progression from B1-R2-5 to B2-R1-2 will be based on 12 months service at B1-R2-5 and a satisfactory annual performance review consistent with the progression between the other salary points as above. There is no Advancement Assessment Point between Band 1 and Band 2.

APPENDIX 15 – PROBATION OFFICERS – DEPARTMENT OF JUSTICE

1. INTRODUCTION

This Appendix details the classification structure and standards that apply to probation officers within Community Corrections at the Department of Justice. Probation officers are employed as General Stream Band 4 and there is opportunity for them to progress to General Stream Band 5 in accordance with the processes detailed in this Appendix.

This Appendix establishes the classification descriptors for probation officers wishing to progress through the Advancement Assessment Points from:

(i) General Stream B4-R1-4 to General Stream B4-R2-2; and

(ii) General Stream B4-R2-5 to General Stream B5-R1-1.

This Appendix also establishes the classification descriptors for probation officers previously employed under the Professional Stream seeking to progress through the Advancement Assessment Point from Professional Stream B1-R1-7 to Professional Stream B2-R1-1.

Probation Officers Progression Stage	General Stream Equivalence
Level 1	B4-R1-2
Level 2	B4-R1-3
Level 3	B4-R1-4
Level 4	B4-R2-2 (after satisfying AAP criteria)
Level 5	B4-R2-3
Level 6	B4-R2-4
Level 7	B4-R2-5
Level 8	B5-R1-2 (after satisfying AAP criteria)
Level 9	B5-R1-3
Level 10	B5-R2-1
Level 11	B5-R2-2

A **probation officer** is a person employed by the Department of Justice as a Probation Officer and can carry out all duties required of the position as outlined by the Statement of Duties. This includes probation officers who may be working in the Community Service Order Unit, Programs Unit, Court Mandated Diversion Program in the position based at the Tasmania Prison Service and the position primarily responsible for undertaking court breach activities.

A number of the criteria are further explained in Community Corrections policy documentation relating to the implementation and application of this framework. This includes some examples of terms used in this document.

2. CLASSIFICATION DESCRIPTORS AND ADVANCEMENT ASSESSMENT POINTS

(a) General Stream Band 4 Range 1 Levels 2 - 4:

The classification descriptors of General Stream Band 4 describe the work value requirements of a probation officer.

The purpose of supplementary descriptors is to specify the work expected to be undertaken by probation officers and augment the classification descriptors in this award.

Supplementary descriptors

To fully meet their work requirements new probation officers must achieve the following within the first year of their employment:

1. Be competent in all current units of the Community Corrections Induction Training Program (N.B. recognition of Prior Learning can be applied);

2. Achieve competence in the use of the risk assessment tool used by the organisation as well as the ability to set up effective Individual Management Plans for offenders;

3. Actively participate in workplace training and effectively apply the skills learned;

4. Produce all reports to the standard required under the organisation's Quality Assurance Framework;

5. Conduct interviews with offenders to the standard required by their team leader; and

6. Able to supervise a caseload as negotiated by the team leader and probation officer.

(b) Advancement Assessment Point– Progression from General Stream Band 4 Range 1 Level 4 to Band 4 Range 2 Level 2:

This Advancement Assessment Point provides the framework for developing and assessing a probation officer's suitability to progress from General Stream B4-R1-L4 to General Stream B4-R2-2.

To progress through the Advancement Assessment Point in Band 4 the probation officer must fully engage in the performance development process and must have satisfactorily completed Certificate IV in Correctional Practice or other equivalent level (or higher) industry specific qualification.

In addition the probation officer must satisfy a minimum of eight of the following eleven criteria:

1. Provides evidence to their team leader of a high standard of supervision of the offenders within their caseload;

2. Provides evidence to their team leader of employing a high standard of time management and personal organisational skills;

3. Provides evidence to their team leader of producing reports of a high standard in a timely manner commensurate with operational requirements;

4. Provides evidence of undertaking their duties in an autonomous manner without undue additional support from their team leader;

5. Actively seeks to deepen their knowledge through research and further training in specialty areas of correctional practice, then applying this knowledge in their work;

6. Has significant expertise and proficiency in one area of correctional practice and shares this knowledge with others including new probation officers as opportunities present themselves. Areas may include working with offenders in custody, sexual offenders, female offenders, offenders with mental/physical disabilities, offenders with drug & alcohol dependencies, aboriginal offenders or violent offenders;

7. Develops competence in the delivery of offender programs and then participates in conducting these programs;

8. Actively participates in outreach supervision of offenders living in remote areas;

9. Actively participates in working groups to address periodic or ongoing operational requirements;

10. Undertakes court specific work to the standard required by the team leader; and

11. Is demonstrably self-directed, reliable, espouses the values of the organisation in their work, and provides input into the operational processes of their area of expertise to team leaders and/or senior management where appropriate.

(c) Advancement Assessment Point– Progression from General Stream Band 4 Range 2 Level 5 to General Stream Band 5 Range 1 Level 2 and from Professional Stream Band 1 Range 1 Level 7 to Professional Stream Band 2 Range 1 Level 1:

Probation officers classified as General Stream Band 5 and Professional Stream Band 2 within the Tasmanian State Service Award (TSSA) are highly experienced senior corrections practitioners who undertake more complex activities, play an active role in the development of the Community Corrections work environment and provide support to less experienced officers.

The classification descriptors describe the work value requirements of probation officers operating at this level. This Advancement Assessment Point provides the framework for developing and assessing a probation officer's suitability to progress from General Stream B4-R2-5 to B5-R1-2 and from Professional Stream P1-R1-7 to P2-R1-1.

To progress through the Advancement Assessment Point a probation officer must have fully engaged in the performance development process and have satisfactorily completed a Diploma in Correctional Management, Diploma in Community Services or an equivalent level (or higher) industry specific qualification. Probation officers employed under the Professional Stream prior to the locating of the role in the General Stream have had their qualifications recognised and are assessed as meeting this qualification requirement.

In addition the probation officer must satisfy a minimum of seven of the following thirteen criteria:

1. Provides evidence to their team leader that they deliver effective supervision to high risk and complex clients;

2. Possesses significant experience and proficiency in at least two areas of Correctional Practice and supports team leaders and/or senior management as a subject matter specialist as required. These areas of specialist knowledge may include working with

sex offenders, female offenders, offenders with mental/physical disabilities, offenders with drug & alcohol dependencies, aboriginal offenders and violent offenders;

3. Delivers training sessions on the topics within their experience and knowledge to staff and provides information to team leaders and/or senior management undertaking assessment of staff in that area of expertise;

4. Undertakes, or has undertaken, the relevant paperwork required to breach offenders on community based orders, producing reports within the required time frame and with great attention to detail;

5. Demonstrates initiative and leadership skills above and beyond the requirements for probation officer tasks and activities;

6. Demonstrates high level oral and written communication skills enabling them to prepare or contribute to reports, papers and proposals for the Department of Justice and/or Community Corrections management on complex issues of correctional practice and procedure;

7. Demonstrates a clear understanding of Department of Justice strategies and initiatives and works proactively with management to develop systems and solutions that may derive from the implementation of whole of government applications such as the Breaking the Cycle Strategic Plan for Corrective Services;

8. Regularly contributes to opportunities to mentor new probation officers as well as assisting team leaders in vetting work of less experienced staff as requested;

9. Effectively undertakes the prosecutions process in accordance with Community Corrections policy and Court requirements including dealing effectively with competing priorities, demonstrating flexibility and adaptability;

10. Demonstrates the ability to conduct research, lead discussion, coordinate workshops and effectively present findings;

11. Lead working groups to address periodic or ongoing operational requirements and to develop new practice standards as required;

12. Develops and uses a range of strategies to resolve interpersonal conflict in a positive way and encourages others to do the same; and

13. Actively seeks to represent Community Corrections on industry and association bodies, to present on current corrections practice to other government agencies and externally to educational and community groups as requested by management.

3. APPLICATION PROCESS

Upon the commencement of their employment probation officers will be provided with the relevant training and information to enable them to undertake the duties of the position as outlined in the Statement of Duties.

The classification descriptors for progressing through the Advancement Assessment Points will be provided to all probation officers as part of their induction process and will be available at any time from their supervisor.

Progression through salary points within a band range and through Advancement Assessment Points is facilitated via the Community Corrections performance development framework.

All probation officers will undertake a formal performance development meeting with their supervisor every six months. At the first meeting the probation officer, in conjunction with their supervisor, will develop a Performance Development Plan (PDP), which includes specific goals and milestones.

This PDP will form the basis of the probation officers progression through the salary points including a plan enabling progression through the Advancement Assessment Points, should probation officers wish to progress.

Probation officers are required to have been on the previous band and salary range for at least 12 months before applying to progress through the Advancement Assessment Point. Probation officers will be required to progress through each of the salary points up to the Advancement Assessment Points unless exceptional circumstances exist and they can demonstrate the ability to progress earlier.

The process describing how a probation officer will be assessed against the classification descriptors at each Advancement Assessment Point is included in an internal Community Corrections policy and is available to all probation officers.

APPENDIX 16 – DEPARTMENT FOR EDUCATION, CHILDREN AND YOUNG PEOPLE

Except where otherwise provided by this Appendix, the provisions of the Tasmanian State Service Award are to apply in its entirety.

Clauses 2, 3 and 4 of this Appendix apply to employees employed as School Support Staff, within the Department for Education, Children and Young People.

For the purposes of these clauses, School Support Staff means employees including Teacher Assistants, School Administration and Library Technicians who are employed in schools or colleges who are employed to work during school terms and for additional weeks by election up to a maximum of 44 weeks, for the purposes of this Appendix.

Clauses 5, 6, 7 and 8 apply to employees classified as Teacher Assistants working within the Department for Education, Children and Young People.

Definitions

"Specialist Programs" means any program produced by a Speech and Language Pathologist or Physiotherapist for delivery by a Teacher Assistant or a program produced by a Teacher of the deaf and delivered by a Teacher Assistant with an accredited AUSLAN training qualification.

"Regularly" means on a recurring basis. This does not need to be in a consistent pattern.

1. COMMUNICABLE DISEASES LEAVE

(a) This clause applies to all employees covered by this Award engaged to work in a school or college context within the Department for Education, Children and Young People.

(b) In addition to the provisions of Part VIII – Leave and Holidays with Pay, Clause 3 Personal Leave of this Award where an employee has contracted a specified communicable disease, the employee is to be absent from duty for such period as the employer may determine pursuant to sub-clause (c).

(c) The employer may, after consultation with the Department of Health, by notice in writing:

i. specify a communicable disease for the purposes of sub-clause (b); and
ii. determine the period for which an employee who has contracted such a disease is required to be absent from duty.

(d) An employee who is required, under sub-clause (b), to be absent from duty is to, on the production of a medical certificate issued by a registered medical practitioner certifying that the employee has contracted a specified communicable disease, be granted leave of absence for the period for which the employee is so required to be absent from duty.

(e) For the purposes of this clause, "specified communicable disease" means a communicable disease specified by the employer pursuant to sub-clause (c).

2. ANNUALISED SALARY

An employee, by agreement in writing with the employer, may elect to annualise their salary over a 52 week period.

3. BANKING OF HOURS

By agreement in writing between the employer and employee, employees may 'bank' extra hours required by the employer and worked in excess of scheduled hours or other hours as agreed and take payment for these hours at the ordinary time equivalent during the school or college holiday period or at a time mutually agreed between the employer and employee.

4. HOLIDAYS WITH PAY

(a) School Support Staff are paid to work during school or college terms only and are not paid to work during school or college term breaks. These employees have the option to work an additional three weeks at a time or times mutually agreed between the Principal and the employee. Employment is for a maximum of 43 weeks per year inclusive of the additional three weeks where applicable.

(b) In addition to the three weeks described in sub clause (a), School Support Staff have the option to work one additional week of hours. during term time only. The additional week of hours is worked at a time or times mutually agreed between the Principal and the employee.

The total weeks of work for a School Support employee who elected to undertake the additional weeks work is provided below.

Standard weeks	**Recreation Leave (weeks)**	**Extra week of hours in term time (plus leave accrued)**	**Total Weeks**	**Other Award conditions**
43	3.31	1.11	47.42	Banking of hours by agreement

(c) Where a Holiday with Pay falls during a school term these employees are entitled to be absent from work without loss of pay for the day where the Holiday with Pay falls if it is a day the employee would normally work.

(d) Where Holidays with Pay fall during school holiday periods these employees will accrue one day Time off in Lieu (TOIL) for that Holiday with Pay where the Holiday with Pay falls on a day the employee would normally work.

(e) TOIL which accrues in a particular year is to be taken on a student free day or at another time agreed between the Principal and the employee, and is to be taken by no later than the end of that year.

(f) Where an employee is unable to take TOIL during term time as agreed between the employee and their Principal, the employee may elect to take payment in

lieu of TOIL at the ordinary rate of pay within the same calendar year as the year in which the TOIL is accrued.

(g) The maximum number of Holidays with Pay an employee can receive through a combination of (c), (d), (e) and (f) of this clause, will be no more than nine days in total in any calendar year.

(h) School Support Staff employed for school terms only will be paid for Christmas Day, Boxing Day and New Year's Day Holidays with Pay if these Holidays with Pay fall on days that are days on which the employee would normally be required to work in a calendar year.

5. TOILETING ALLOWANCE

Employees who are assigned to work with students who regularly require assistance to undertake toileting and/or showering, including changing of nappies, assistance with menstruation and cleaning up of vomit or with students in Kindergarten and Prep, are to be paid an allowance of $31.47 per week.

6. RECESS BREAK

Employees are entitled to a 15 minute paid break per day to be taken at the time that meets the operational requirements of the schools or colleges designated recess break period. This entitlement is to be taken on each day an employee is at work and does not accrue.

7. MEAL MANAGEMENT PLAN ALLOWANCE

Employees who have undertaken meal management training, or equivalent and regularly supervise a student on a meal management plan while they are eating are eligible for a meal management plan allowance of $41.95 per week.

8. SPECIALIST PROGRAMS ALLOWANCE

(a) Employees who deliver specialist programs in Speech and Language, Auslan and Physiotherapy are eligible for a Specialist Programs Allowance of $41.95 per week where the employee:

(i) has completed appropriate training to undertake the specialist program; and

(ii) has provided evidence of this training to the acceptance of the Department for Education, Children and Young People; and

(iii) is regularly required to deliver a specialist program in either Speech and Language, Auslan or Physiotherapy.

9. HEALTH CARE PROCEDURES ALLOWANCE

(a) This clause applies to employees employed as Teacher Assistants and School Administration within the Department for Education, Children and Young People who agree to regularly undertake health care procedures with students in accordance with (c) as part of their normal duties.

(b) The rate of the allowance is $41.95 per week.

(c) An employee is eligible for payment in accordance with this clause provided that:

(i) The employee has volunteered to undertake the health care procedure in clause (d); and
(ii) The employee is required to regularly perform the health care procedure in clause (d) or may be called upon to perform the health care procedure in an emergency; and
(iii) The employee has completed the appropriate training by a medical professional and is credentialled to undertake the health care procedure in clause (d); and
(iv) The employee holds a current credentialing certificate for the health care procedure in clause (d) that is being regularly performed, and has provided evidence of the credentialing to the employer.
(v) Notwithstanding sub-clauses (iii) and (iv) above, training for employees undertaking the collection, storage and dispensing of prescription medication shall be in accordance with the Department for Education, Children and Young People Administration of Student Medication Procedure as amended from time to time.

(d) The following list of procedures are health care procedures for the purposes of this clause:
(i) Catheterisation
(ii) Injection of medication in an emergency (such as a severe allergic reaction)
(iii) Use of gastronomy tube
(iv) Suctioning and use of a suctioning catheter
(v) Resuscitation
(vi) Administration of oxygen
(vii) Tracheostomy care
(viii) Blood and urine testing
(ix) Administration of oral glucosal sugar
(x) Stoma care
(xi) Peg feeding
(xii) Changing colostomy bags
(xiii) The collection, storage and dispensing of prescription medication
(xiv) Use of rectal DiazepamTM/ MidazolamTM

(e) Training for employees to undertake the health care procedure will be conducted in paid time and any training costs will be paid for by the employer.

(f) Employees who elect not to volunteer to undertake a health care procedure will not be disadvantaged.

(g) The health care procedures allowance will be adjusted from the first full pay period commencing on or after 1 July each year by the same percentage as the salary rate for the lowest level of the Band 4 classification of the Tasmanian State Service Award increases between 1 July in the preceding year and 30 June of that year.

10. SUPPORT SCHOOL/TIER FOUR ALLOWANCE

(a) This clause applies to School Support Staff employed within Support Schools or Tier Four Sites.

(b) A Support School/Tier Four allowance of 1.35% of the employee's base salary is payable to employees for the duration of their engagement within the Support School or Tier Four Site.

APPENDIX 17 - DEPARTMENT OF POLICE & EMERGENCY MANAGEMENT

RADIO DISPATCH OPERATORS (RDO)

This Appendix applies to employees engaged as Radio Dispatch Operators by the Department of Police, Fire and Emergency Management (DPFEM). The Tasmanian State Service Award (TSSA), including future salary increases, applies in its entirety except as provided by this Appendix.

For the purpose of this appendix the following definitions apply:

Normal Rate of Salary means an employee's base salary exclusive of all allowances and loadings.

Shift definitions

The following shift definitions apply to regular shift workers:

(i) A day shift is a shift commencing at or after 6.00 am and concluding at or before 6.00 pm.

(ii) An afternoon shift is a shift concluding after 6.00pm or before 2.00am.

(iii) A night shift is a shift commencing at or after 6.00pm and concluding after 2.00am.

(iv) A Saturday shift is a shift where the major portion of the shift falls on a Saturday.

(v) A Sunday shift is a shift where the major portion of the shift falls on a Sunday.

(vi) A Statutory Holiday shift is a shift where the major portion of the shift falls on a Statutory Holiday.

24 Hour Rotational Shift Roster means a roster with 24 hours per day and 7 days per week coverage and involves employees on continuous rotating rosters involving day, afternoon and night shifts, Saturdays and Sundays and Holidays with Pay.

Non-24 Hour Rotational Shift Roster means a roster that does not have a 24 hour and 7 days per week coverage but does involve employees on continuous rotating rosters involving day, afternoon and possibly night shifts, Saturdays and Sundays and Holidays with Pay.

Other Rosters means a roster that is not a 24 hour rotational shift roster or a non 24 hour rotational shift roster, but is a roster which may comprise shifts involving afternoon shifts, Saturdays and Sundays that does not exceed 80 hours in a defined 5 week period.

Day Worker is a person who works Monday to Friday between the hours of 7:00am and 7:00pm.

(a) Salary, Shift Allowances & Progression

Employees' base salary is prescribed in the **Salaries and Progression Table** below and is equivalent to bands of this Award.

In addition to this salary, employees covered by this Appendix are entitled to be paid an annual allowance in lieu of shift work allowances, as follows:

(i) Employees rostered to work on a 24 Hour Rotational Shift Roster are entitled to be paid an annual allowance at the rate of 27.00% of the normal rate of salary.

(ii) Employees rostered to work on a Non-24 Hour Rotational Shift Roster are entitled to be paid an annual allowance at the rate of 22.50% of the employee's normal rate of salary

(iii) Employees who work other rosters, are to be paid an allowance of 20% of the employee's normal rate of salary.

Radio Dispatch Operators

Salaries

The following table prescribes the classification, salary progression and the relevant equivalent TSSA Salary Band (General Stream). Future increases of salaries in the TSSA will be incorporated and reflected in this table.

Levels	**Salary Structure from 9/12/2019**
MINIMUM 7 WEEKS TRAINING - ASSESSMENT - ADVANCE to PROBATIONARY	
Level 1	**B1-R2-4**
6 MONTHS PROBATION: ASSESSMENT : ATTAIN COMPETENCY: ADVANCE	
Level 2	**B3-R1-2**
AFTER 6 MONTHS EMPLOYEE OR EMPLOYER REQUEST: ADVANCE	
Level 3	**B3-R1-3**
	B3-R1-4
	B3-R1-5
	B3-R1-6
AFTER 12 MONTHS EMPLOYEE OR EMPLOYER REQUEST: ADVANCE	
Level 4	**B4-R1-2**
	B4-R1-3
	B4-R1-4
	Advanced Assessment Point
	B4-R2-2
	B4-R2-3
	B4-R2-4
	B4-R2-5

COMPETENCY ADVANCEMENT

Trainee Radio Dispatch Operator

i. A training period of up to 8 weeks will be provided to the Trainee Radio Operator. Following assessment, further training will be provided to attain the competency to advance to Radio Dispatch Operator (Probationary) (Level 2). The salary level of Radio Dispatch Operator (Level 1) will be paid during the entire period of training.

Trainee Radio Dispatch Operator positions will not be operational for any purpose.

Radio Dispatch Operator (Probationary)

ii. An assessment period of 6 months will apply from the commencement of training inclusive of up to 8 weeks prescribed in (i). Following supervisor assessment, further training will be provided to enable attainment of the competencies necessary for advancement to the position of Radio Dispatch Operator.

The salary level of Radio Dispatch Operator Level 2 will be paid during the assessment period and such further training period.

Radio Dispatch Operator (Level 3)

iii. On attainment of competencies, the Radio Dispatch Operator (Probationary) employee will be advanced to Radio Dispatch Operator (Level 3). Advancement within this level will, on each anniversary date, be subject to the processes contained within the Advanced Assessment Guidelines.

iv. After a 12 month period on the maximum salary rate prescribed for a Radio Dispatch Operator Level 3, the employer may initiate or the employee may request a competency assessment for the purpose of considering suitability for advancement to Radio Dispatch Operator (Level 4) as appropriate.

Radio Dispatch Operator (Level 4)

v. On satisfactory assessment against competencies as a Radio Dispatch Operator (Level 3), an employee shall be advanced to Radio Dispatch Operator (Level 4). Those operators failing to pass this assessment may request a review by another assessor or request reassessment in the future.

vi. Advancement within the Radio Dispatch Operator (Level 4) range will, on each anniversary date, be subject to the processes contained within the Advanced Assessment Guidelines.

Lateral Entry

The employer may employ a person who is suitably qualified and is able to demonstrate the necessary skills as a Radio Dispatch Operator at an appropriate level within the Radio Dispatch Operator classification range.

In exercising the employment discretion the employer is to have regard to:

- The employee's qualifications, competency levels and experience relative to the classification /salary level and;
- The employee's salary progression is to be in accordance with this award

Training Responsibilities

Where an employee is required to have responsibility for the training of other employees for 5 or more consecutive days, that employee will receive an allowance of the difference between the employees substantive salary rate under this Agreement and the salary rate prescribed for an employee classified at one level above their substantive level.

An employee who is at Level 3 and who is required to have responsibility for the training of other employees for five (5) or more consecutive days is to be paid an allowance the difference between their current salary and Level 4 (B4–R1–2)

An employee who is at Level 4 and who is required to have responsibility for the training of other employees for five (5) or more consecutive days is to be paid an allowance the difference between their current salary and Band 5–R1– 2 contained in the TSSA.

(b) Calculation and Application of the Annual Allowance

The annual allowance to be paid in lieu of the shift allowance and Saturday, Sunday and Holidays with Pay as prescribed by this award is to be paid in equal fortnightly installments in accordance with the following formula:

$$\frac{\text{ANNUAL ALLOWANCE X 10}}{\text{TOTAL NUMBER OF WORKING DAYS}} = \text{FORTNIGHT ALLOWANCE}$$

The total number of working days is the number of calendar days, exclusive of Saturdays and Sundays, within the year commencing 1 July each year.

The annual allowance is to be paid to an employee while the employee is on approved paid leave entitlements or leave in lieu of overtime.

Shift and Penalty Allowance shall not apply to entitlements accrued and paid upon termination.

For the purpose of this section, the number of afternoon and night shift hours prescribed within any roster is to be calculated as follows:

$$\frac{\text{(AFTERNOON SHIFT HOURS + NIGHT SHIFT HOURS) X5}}{\text{NUMBER OF ROSTERED WEEKS}}$$

(c) Hours of Work

The standard hours are 38 hours per week. For a shift worker, the hours are averaged over each 5 week roster cycle.

The standard hours for shift workers are 8, 9 or 10 hours per shift.

(d) Overtime

The employer may request an employee to work reasonable overtime in excess of the rostered shift hours.

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:

(i) any risk to the employee's health and safety;

(ii) the employee's personal circumstances including family responsibilities;

(iii) the needs of the workplace;

(iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and

(v) any other relevant matter.

Overtime is to be paid at the rate of double the employee's normal rate of salary.

(e) Rosters

A roster must not require any employee to work in excess of 96 hours in a fortnightly pay period.

Any changes made to 24 Hour Rotational and non-24 Hour Rotational Shift Rosters in terms of employees' work patterns and balance of night and afternoon shifts will be done in consultation between the employer and employee(s).

All parties commit to the development and implementation of flexible rosters that balance both the operational requirements of Radio Dispatch Services and the employees' rights to workplace flexibility.

(f) Display of Rosters

The roster for each work area must be displayed in a prominent and easily accessible place for all employees of the particular work area.

The roster must be displayed 4 weeks in advance of its operation and any approved changes made to the work area roster must be displayed as soon as practicable.

(g) Individual Employee Shift Changes

An employee may swap their rostered shift with another employee provided that the other employee and the employees' supervisor(s) agree to the swap.

If the employer alters an employee's rostered shift:

(i) without the consent of the employee or

(ii) without 5 full calendar days' notice (the notice period) and

(iii) there are no emergency circumstances

the employee is entitled to be paid double the employee's normal rate of salary for all altered shifts worked.

The employer is to notify an employee in person, by phone or by email of any alteration to a rostered shift as soon as is practicable. Notification is not merely leaving a phone message or sending an email, but receiving acknowledgment from the employee of the change. An employee should not unreasonably avoid contact from the employer.

(h) Changes to Work Area Rosters

The employer must provide at least 14 days notice (*the notice period*) of a roster alteration in a work area, unless there are Emergency Circumstances or all employees in the area agree to the alteration.

If these requirements are not met, all affected employees are entitled to be paid double the normal rate of salary for all altered shifts worked during the notice period.

(i) Emergency Circumstances

A roster may be altered without notice in the following circumstances**:**

i. a state of emergency;
ii. the exercising of emergency powers under the Emergency Management Act 2006; or
iii. an unforeseen emergency circumstance beyond the control of the employer.

(j) Shift Maximum Hours

An employee must not be required to work in excess of the following over a 5 week cycle:

Shift	**Maximum Hours**
Saturday and/or Sunday	55 hours within three weekends over the five week period ensuring two full weekends off in a five week cycle
Afternoon Shift (Monday to Friday)	50 hours
Night Shift (Monday to Friday)	44 hours (employees on a 24 Hour Rotational Shift Roster) 48 hours (all other employees)

The maximum hours do not apply if an employee has arranged an approved swap or the employee agrees to work shifts in excess of the above amounts.

For the purpose of calculating the maximum hours prescribed above, afternoon shifts may be counted as night shifts.

(k) Meal Breaks

Employees working an 8 hour shift are entitled to a 20 minute paid meal break to be taken within 5 hours of commencing a shift or as soon as practicable after 5 hours.

Employees working a 9 or 10 hour shift are entitled to a 30 minute paid meal break to be taken within 5 hours of commencing a shift or as soon as practicable after 5 hours.

An employee is to remain available for a recall to work during the paid meal break.

After rostered duty unless the period of overtime is one and a half hours or less, an employee prior to commencing overtime is to be allowed a paid meal break of twenty minutes at the normal rate of salary. The employer and the employee may agree to a variation of this provision provided that no employee is to be required to work for more than five hours without a meal break.

(l) Shift Sequences, Changeovers and Break

Rotating rosters are to follow a regular sequence:

All night shifts are to be rostered consecutively in the sequence of shifts.

A roster may change to or from a sequence of night shifts only when rostered days off are provided.

Where a changeover occurs between shift types in the sequence of shifts, the minimum break between such shifts is 12 hours.

The variation in starting times of a sequence of night shifts, afternoon shifts or day shifts over a roster cycle must not exceed 3 hours.

(m) Rostered Days Off

For employees rostered on a **24 Hour Rotational Shift Roster**, rostered days off must be a minimum of 2 consecutive days unless there has been a sequence of 2 or more consecutive night shifts in which case rostered days off must be a minimum of 4 consecutive days.

For employees rostered on a **Non-24 Hour Rotational Shift Roster**, rostered days off after a night shift sequence must be a minimum of 3 consecutive days where up to 3 night shifts have been worked.

Where 4 night shifts are worked consecutively a minimum of 4 consecutive days off will be rostered.

In all other circumstances, rostered days off must be a minimum of 2 consecutive days.

(n) Recreation Leave

Full time shift employees are entitled to 228 hours recreation leave per annum.

Full time day work employees are entitled to 152 hours.

Part-time employees are entitled to the equivalent recreation leave prescribed in this clause in proportion to the hours worked compared to full time employees.

(o) Part Time Employment

The weekly hours of part time employees are prescribed in their employment contract.

If a part time employee is directed by the employer to work additional hours over the hours prescribed in their contract of employment, the employee is to be paid at the rate of double the normal rate of salary for all additional hours worked.

A part time employee recalled to duty at short notice is entitled to be paid double time for all time worked. Short notice is defined as any request to work a shift on the day of the request or any notification after 1800 hours the day prior to the required shift.

If a part time employee requests to work additional hours over the hours prescribed in their contract of employment, the employee is to be paid at the normal rate of salary for all additional hours.

(p) Casual Employment

Casual employees are not entitled to the annual allowance. A casual employee is entitled to receive a 25% loading in lieu of paid leave entitlements and holidays with pay as prescribed by this award. In addition to the loading, a casual employee is entitled to an additional:

15% loading for working afternoon and night shifts.
50% loading for working Saturday shifts.
100% loading for working Sunday shifts and shifts on Holidays with Pay.

(q) Fixed-Term Variation of Duties

Where an employee undertakes duties for a fixed term in another work area, the annual allowance applicable to that employee is to continue for a minimum period of 3 months.

APPENDIX 18 – PLS SALARIES FOR GENERAL STREAM

1. GENERAL STREAM

Band	PLS Salary effective from 5/12/2013	PLS Salary effective from 4/12/2014	PLS Salary effective from 3/12/2015
B1-R1-1	$37,182	$38,148	$39113
B1-R1-2			
B1-R1-3	$40,049	$41,014	$41980
B1-R1-4			
B1-R2-1			
B1-R2-2	$42,912	$43,877	$44843
B1-R2-3			
B1-R2-4	$45,603	$46,569	$47534
B1-R2-5		$46,802	$48245
Promotion			
B2-R1-1	$47,139		
B2-R1-2	$48,050	$49,016	$49996
B2-R1-3	$48,975	$49,955	$50954
B2-R1-4	$49,941	$50,941	$51959
B2-R1-5	$51,208	$52,233	$53277
B2-R1-6		$52,493	$54079
Promotion			
B3-R1-1	$53,107		
B3-R1-2	$54,190	$55,274	$56379
B3-R1-3	$55,274	$56,379	$57507
B3-R1-4	$56,341	$57,468	$58616
B3-R1-5	$57,805	$58,961	$60140
B3-R1-6		$59,256	$61,045
Promotion			
B4-R1-1	$59,611		
B4-R1-2	$60,693	$61,907	$63145
B4-R1-3	$62,273	$63,518	$64789
Advancement Assessment Point			
B4-R2-1	$63,941	$65,220	$66525
B4-R2-2	$65,021	$66,321	$67648
B4-R2-3	$66,711	$68,046	$69407
B4-R2-4	$68,943	$70,322	$71729
B4-R2-5		$70,674	$72808
Promotion			
B5-R1-1	$71,468		
B5-R1-2	$72,897	$74,355	$75842

B5-R1-3	$74,740	$76,235	$77759
Advancement Assessment Point			
B5-R2-1		$76,616	$78873
B5-R2-2			$79597
Promotion			
B6-R1-1	$77,886		
B6-R1-2	$80,022	$81,622	$83255
B6-R1-3	$81,622	$83,255	$84921
Advancement Assessment Point			
B6-R2-1	$84,290	$85,976	$87695
B6-R2-2	$86,437	$88,167	$89930
B6-R2-3	$87,959	$89,718	$91512
B6-R2-4	$89,473	$91,262	$93087
B6-R2-5		$91,719	$94277
Promotion			
B7-R1-1	$92,530		
B7-R1-2	$94,993	$96,893	$98831
Advancement Assessment Point			
B7-R2-1	$96,893	$98,831	$100807
B7-R2-2	$98,831	$100,807	$102823
B7-R2-3		$101,311	$104062
Promotion			
B8-R1-1	$101,412		
B8-R1-2	$103,440	$105,509	$107619
Advancement Assessment Point			
B8-R2-1	$105,509	$107,619	$109772
B8-R2-2	$109,234	$111,419	$113647
B8-R2-3		$111,976	$114940
Promotion			
B9-R1-1	$119,476		
B9-R1-2	$125,450	$127,960	$130519
B9-R1-3	$131,423	$134,051	$136732
B9-R1-4	$137,397	$140,145	$142948
B9-R1-5		$140,846	$144388
Promotion			
B10-R1-1	$140,915		
B10-R1-2	$147,960	$150,919	$153937
B10-R1-3	$155,005	$158,105	$161267
B10-R1-4	$162,050	$165,292	$168598
B10-R1-5		$166,118	$170165

2. PROFESSIONAL STREAM

Band	PLS Salary effective from 5/12/2013	PLS Salary effective from 4/12/2014	PLS Salary effective from 3/12/2015
P1-R1-1	$53,107		
P1-R1-2	$55,274	$56,379	57507
P1-R1-3	$59,611	$60,803	62020
P1-R1-4	$62,273	$63,518	64789
P1-R1-5	$65,021	$66,321	67648
P1-R1-6	$68,943	$70,322	71729
P1-R1-7	$71,468	$72,897	74355
Advancement Assessment Point			
P2-R1-1	$74,740	$76,235	77759
P2-R1-2	$77,886	$79,443	81032
P2-R1-3	$81,622	$83,255	84921
P2-R1-4	$84,290	$85,976	87695
P2-R1-5	$86,437	$88,167	89930
P2-R1-6		$89,718	91512
Advancement Assessment Point			
P2-R2-1		$91,262	93087
P2-R2-2		$91,719	94277
Promotion			
P3-R1-1	$92,530		
P3-R1-2	$94,993	$96,893	98831
Advancement Assessment Point			
P3-R2-1	$96,893	$98,831	100807
P3-R2-2	$98,831	$100,807	102823
P3-R2-3		$101,311	104062
Promotion			
P4-R1-1	$101,412		
P4-R1-2	$103,440	$105,509	107619
Advancement Assessment Point			
P4-R2-1	$105,509	$107,619	109772
P4-R2-2	$109,234	$111,419	113647
P4-R2-3		$111,976	114940
Promotion			
P5-R1-1	$119,476		
P5-R1-2	$125,450	$127,960	130519
P5-R1-3	$131,423	$134,051	136732
P5-R1-4	$137,397	$140,145	142948
P5-R1-5		$140,846	144388

Promotion			
P6-R1-1	$140,915		
P6-R1-2	$147,960	$150,919	153937
P6-R1-3	$155,005	$158,105	161267
P6-R1-4	$162,050	$165,292	168598
P6-R1-6		$166,118	170165

APPENDIX 19 – Department of Communities Tasmanian Transition Arrangement

(i) Scope

This Appendix applies to employees who, as a result of Sections 2(a) and 4 of State Service (Restructuring) Order (No. 6) 2022 and / or who have been notified that they are being compulsorily transferred pursuant to Section 42 of the State Service Act 2000, transition from the divisions or units of Corporate Services, Office of the Secretary, Community and Disability Services in the Department of Communities Tasmania, and the Commissioner of Children and Young People, to receiving agencies being the Department for Education Children and Young People, the Department of State Growth, and the Department of Premier and Cabinet, and were therefore previously covered by the scope of the Health and Human Services (Tasmanian State Service) Award (HAHSA) between the period 1 July 2018 until 30 September 2022, and who are now covered by the scope of this Award.

(ii) Communication

Each employee within the scope of this Appendix will be individually notified of their changed employment arrangements and the conditions that will apply to them.

a. As a minimum, advice to employees will include details of:

Salary and classification level

Personal leave arrangements including the balance being transferred

Recreation leave balance being transferred

Pay cycle arrangements

Ordinary hours of work and full-time equivalence

Anniversary date

Any leave loading accrual owed up until the date of transfer which will be paid out at the relevant HAHSA rate prior to transfer

In determining these matters the following principles will apply:

b. Salary and Classification level

Employees covered by the scope of this Appendix, other than those covered by the Allied Health Professionals Agreement No. 2 of 2019, will translate from their HAHSA general stream classification to the same TSSA general stream classification in this Award that has a salary level equal to or the next highest salary level within the Band when compared to their existing HAHSA salary together with the HAHSA leave loading entitlement.

Once translated employees will be entitled to progression under this Award on their normal anniversary date, and subject to any salary increases as agreed from time to time.

For employees for whom a translation as set out above would result in them translating to a reduced salary level within the Band, and cannot be translated to the next Band, the following will apply:

(a) HAHSA B5-R2-L2 employees will translate to TSSA B5-R2-L2 but be paid a salary of $94,524 per annum.

(b) HAHSA B6-R2-L5 employees will translate to TSSA B6-R2-L5 but be paid a salary of $112,119 per annum.

(c) HAHSA B7-R2-L3 employees will translate to TSSA B7-R2-L3 but be paid a salary of $123,596 per annum.

These salaries will be personal to the individuals covered by the scope of this Appendix and consist of HAHSA salary, leave loading entitlement from HAHSA, plus a 0.5% added to make up the total salary and will be subject to any approved salary increases as agreed from time to time.

Employees covered by the scope of this Appendix who are also covered by the Allied Health Professionals Agreement No. 2 of 2019, will translate from their Schedule 1 (HAHSA classification) to a Schedule 2 (TSSA classification) that has a salary level equal to or the next highest salary level within the Band when compared to their existing Schedule 1 salary together with the HAHSA leave loading entitlement.

Once translated employees will be entitled to progression under that Agreement on their normal anniversary date, and subject to any salary increases as agreed from time to time.

For employees for whom a translation as set out above would result in them translating to a reduced salary level within the Band, and cannot be translated to the next Band, the following will apply:

(a) Schedule 1 AHP 3-5 employees will translate to the salary rate for Schedule 2 AHP 3-5 but be paid a salary of $106,964 per annum.

(b) Schedule 1 AHP 3-5 Qual employees will translate to Schedule 2 AHP 3-5 Qual but be paid a salary of $109,360 per annum.

(c) Schedule 1 AHP 4-4 Qual employees will translate to Schedule 2 AHP 4-4 Qual but be paid a salary of $120,737 per annum.

These salaries will be personal to the individuals covered by the scope of this Appendix and consist of Schedule 1 HAHSA salary and HAHSA leave loading entitlement from HAHSA, plus a 0.5% added to make up the total salary and will be subject to any approved salary increases as agreed from time to time.

c. Personal Leave

Employees will transfer with their current HAHSA personal leave accrual in hours.
Employee Personal Leave entitlements will be as per the Personal Leave Accumulation Scheme (PLAS) of the Public Sector Unions Wages Agreement

2019 (Clause 9) as amended from time to time except that the maximum accrual of 1911 (or 1976) hours will not apply.

d. Recreation Leave

Employees will transfer with their current HAHSA Recreation Leave accrual in hours and will accrue Recreation Leave going forward consistent with this Award.

Employees will be covered by the Recreation Leave provisions of this Award.

Employees will no longer have an entitlement to Leave Loading as that has been rolled into the base salary rates in this Award.

e. Pay Cycle Arrangements

The HAHSA pay cycle is Sunday to Saturday before the pay day. The pay cycle in this Award is Thursday to Wednesday (pay day) and the pay day is in the opposite week to HAHSA.

Employees will transition to the pay cycle in this Award.

In practical terms for this first pay this will mean getting a normal HAHSA pay, then getting smaller pay under this Award the following week, and then getting a full pay a fortnight later.

f. Ordinary Hours of Work

Employees will transition from HAHSA ordinary hours based on full-time hours of 38 per week to ordinary hours under this Award based on full-time hours of 36.75 per week. However, where a full-time employee is required by an industrial instrument to work 38 hours per week, 38 is to be substituted for 36.75 (or a fraction thereof) in all relevant parts of this award.

APPENDIX 20 – LEGAL PRACTITIONERS

The provisions of this Appendix apply to all employees appointed to positions requiring that the person be admitted or qualified for and entitled to be admitted, as a barrister or a practitioner of the Supreme Court of Tasmania under the provisions of the *Legal Profession Act 2007* as amended.

(i) DEFINITIONS

The words and phrases set out below shall mean the following for the purposes of this Appendix:

ADC means the Office of the Anti-Discrimination Commissioner.

Administrative Work means the exercise of an appropriate level of responsibility and discretion in undertaking functions of an administrative nature where administration is concerned with achievement of the organisation's corporate goals through planning, organising, directing and controlling resources or activities. Administration is also concerned with the development and implementation of policy to achieve set objectives and desired outcomes.

Appropriate Levels of Fees means the appropriate level of fees generated having regard to the nature, volume and availability of work to generate such fees.

Basic Legal Work means Legal Work that could be expected to be undertaken by a Legal Practitioner who does not have a substantial body of knowledge or expertise in the particular field of law. It does not involve issues of a complex or critical nature, nor is there decision making on priorities or deadlines. Precedent or procedures are clearly established and the exercise of independent Professional Judgement as to approach or process is not expected.

Broad Direction means that employees are expected to develop and achieve objectives for specific functions under their control that will ensure the attainment of results critical to the efficient operation of the work unit.

Complex Legal Work means Legal Work that requires the exercise of considerable Professional Judgement in the selection of the most appropriate approach and the application of a significant body of general or specialist legal knowledge. There may be a variety of potential options from which to choose and precedent may not be clearly established or may be ambiguous. The work requires careful analysis of the subject or issues.

Critical Legal Work is a term used in the sense commonly accepted in relation to critical component, critical issue or critical decision. It means a cornerstone, or fundamental decision, requiring the exercise of considerable Professional Judgement of the effects of a decision within the discipline or field of work. The work may or may not be complex but carries greater risk or more serious consequences than Complex Legal Work.

Direct Supervision is where a person works under supervision with instruction provided. The employee is expected to apply only limited Professional Judgement, and deviations from normal routines; problems and unfamiliar situations are discussed with the supervisor. The exercise of discretion is restricted and the employee has only limited

responsibility for the final outcome of work undertaken. Deadlines and priorities are given.

General Direction is where a person is expected to exercise the Professional Judgement necessary to undertake his or her work without supervision. Work is performed in accordance with broadly based standing instructions, policies and professional standards. Detailed or specific instructions are limited to unusual features. The person is expected to exercise discretion and a substantial degree of independent judgment in the performance of the work. They are responsible for the determination of priorities and achieving required outcomes in relation to their work.

General Supervision is where a person is expected to exercise a degree of independence in undertaking their day-to-day work. Their Professional Judgement is such that they are not subject to the same level of control as a person receiving Direct Supervision. General instructions are given on the required objectives or outcomes and the employee is encouraged to exercise some discretion and choice in selecting the most appropriate method for completing the allotted tasks.

Legal Practitioner means a person appointed to a position that requires that the person be admitted, or qualified for and entitled to be admitted, as a barrister or a practitioner of the Supreme Court of Tasmania under the provisions of the *Legal Profession Act 2007*.

Legal Work means work requiring the application of professional legal knowledge by a Legal Practitioner.

Novel Legal Work means Legal Work requiring a major degree of creativity, originality, ingenuity and initiative and is of a type not normally encountered in the day-to-day operations of the work unit.

OCS means the Office of the Crown Solicitor.

ODPP means the Office of the Director of Public Prosecutions.

OPC means the Office of Parliamentary Counsel.

OSG means the Office of the Solicitor-General.

Paralegal means an employee who undertakes administrative and clerical work of a legal nature that does not require the skills or experience of a legal practitioner.

Principal means in the case of:

1. the ADC the Anti-Discrimination Commissioner;

ii. the ODPP, the Director of Public Prosecutions;
iii. the OCS, the Crown Solicitor;
iv. the OSG, the Solicitor-General;
v. the OPC, the Chief Parliamentary Counsel;
vi. Tasmania Police, the Commissioner of Police;
vii. the Supreme Court of Tasmania, the Registrar;
viii. the TLA, the Director;
ix. the TPT, the Chief Executive Officer;
x. An employee not covered by the list appearing above, the relevant Head of Agency for that employee or any person acting in these positions from time to time.

Professional Development means the acquisition of professional knowledge and expertise acquired through experience in the practice of the law.

Professional Judgement means the application of professional knowledge and expertise in defining objectives, solving problems, establishing guidelines, reviewing the work of others, interpreting information and providing and assessing advice or recommendations and other matters that have an element of latitude or decision making.

Routine Legal Work means Legal Work that requires a body of knowledge or expertise in the particular field of law. It does not involve issues of a complex or critical nature. Precedent or procedures are usually clearly established. It requires independent decision making in respect of day-to-day work, with complex, critical or novel aspects referred to more senior Legal Practitioners. The exercise of Professional Judgement as to approach or process is undertaken in consultation with more senior Legal Practitioners.

Specific Direction means where precise instructions are given with little or no choice provided.

TLA means Tasmania Legal Aid.

TPT means The Public Trustee.

(ii) **SALARIES**

The salaries payable at each level within the classification structure are the salaries for the equivalent level in the Professional Stream of this Award as per the table below:

Legal Practitioner (LP) Classification Structure	**Aligned Professional Stream Salary Point**
LP 1.2	P1-R1-2
LP 1.3	P1-R1-3
LP 1.4	P1-R1-4
LP 1.5	P1-R1-5
LP 1.6	P1-R1-6
Merit Progression	
LP 2.2	P2-R1-2
LP 2.3	P2-R1-3
LP 2.4	P2-R1-5
LP 2.5	P2-R2-2
LP 2.6	97.70% of the salary for P3-R1-2
LP 2.7	P3-R1-2
Merit Progression	
LP 3.2	P4-R1-2
LP 3.3	P4-R1-3
LP 3.4	P4-R2-2
LP 3.5	91.31% of the salary for P5-R1-2
LP 3.6	92.93% of the salary for P5-R1-2
LP 3.7	94.55% of the salary for P5-R1-2
Merit Progression	
LP 4.1	P5-R1-2
LP 4.2	P5-R1-3
LP 4.3	P5-R1-4
LP 4.4	95.61% of the salary for P6-R1-2
LP 4.5	96.72% of the salary for P6-R1-2

The Professional Stream salaries are salary reference points only and employees remain classified within the Legal Practitioner (LP) classification standards and are subject to the progression arrangements in accordance with Clause 5 of this Appendix. The classification descriptors and progression arrangements in the Professional Stream do not apply to Legal Practitioners.

(iii) **TRANSLATION**

Existing legal practitioners as at the operative date of this Appendix translate from their current classification to the new classification as per the table below in accordance with the following:

i. Legal practitioners classified at new classification LP 1.5 as at 8 December 2022 progress to the new classification LP 1.6 on 8 December 2023. The future salary progression date for these employees, subject to satisfactory performance, is 8 December.

ii. Legal practitioners classified at current classification LP1.1, LP1.3, LP1.4 and LP3.6 as at 8 December 2022 translate to their new classification effective 8 December 2022. The future salary progression date for these employees is 8 December.

iii. Legal practitioners classified at a LP salary point not referenced above in clauses 3(i) or 3(ii) progress to their new classification effective 8 December 2022. These employees retain their salary progression dates that existed as at 8 December 2022.

These translation arrangements are limited to employees employed at the operative date of this Appendix and there will no further translations following that date.

Current Classification	**New Classification Effective 8 December 2022**
LP 1.1	LP 1.2
LP 1.2	LP 1.2
LP 1.3	LP 1.4
LP 1.4	LP 1.5
LP 1.5	LP 1.5
N/A	LP 1.6
LP 2.2	LP 2.2
LP 2.3	LP 2.3
LP 2.4	LP 2.4
LP 2.5	LP 2.5
LP 2.6	LP 2.6
LP 2.7	LP 2.7
LP 3.2	LP 3.2
LP 3.3	LP 3.3
LP 3.4	LP 3.4
LP 3.5	LP 3.5
LP 3.6	LP 3.7
LP 3.7	LP 3.7
LP 4.1	LP 4.1
LP 4.2	LP 4.2
LP 4.3	LP 4.3
LP 4.4	LP 4.4
LP 4.5	LP 4.5

(iv) CLASSIFICATION DESCRIPTORS

The following classification descriptors apply to positions in which Legal Practitioners are
employed under the terms of this Appendix:

LEVEL 1 LEGAL PRACTITIONER
A Legal Practitioner with less than 3 years' relevant post-admission experience, and may include a graduate legal practitioner.

General Descriptors - Level 1
A junior Legal Practitioner who:

(i) undertakes Basic Legal Work but with Professional Development may undertake Routine Legal Work where functions are within his or her skill and competence;

(j) initially works under Specific Direction but with increasing Professional Development would be expected to work under Direct Supervision or General Supervision as appropriate to the nature of the work being undertaken and the skills and knowledge of the Legal Practitioner;

(k) with Professional Development and under Direct Supervision or General Supervision as appropriate, would be able to conduct - negotiations or consultations appropriate to the work at this level;

(l) with Professional Development, would be expected to develop an appreciation of the strategic context within which the Legal Work is undertaken; under supervision, provide legal advice in support of the management by paralegal staff of deceased estates, trusts, administration orders, conveyancing transactions, preliminary criminal prosecution phases, and debt recovery matters;

(m) assists more senior Legal Practitioners with research, preparation, drafting and other appropriate tasks as directed;

Work at this level may typically involve, depending on the operational area within which the legal practitioner is employed:

(n) the conduct and carriage, including as counsel, of preliminary, interlocutory and ancillary matters relating to civil, family and criminal proceedings;

(o) assist more senior practitioners in the conduct of indictable criminal matters; the conduct and carriage, including as counsel, of straightforward summary criminal, and lower court civil proceedings;

(p) undertaking straightforward conveyancing transactions;

(q) drawing and settling straightforward commercial documents, using established precedents and limited independent drafting skills;

(r) drafting straightforward legislation, assisting with the preparation of more complex legislation and attending Parliament as required to assist, under Direct

Supervision, in the passage of legislation;

(s) drafting advice for Government and agencies on straightforward legal matters;

(t) taking instructions for straightforward wills, powers of attorney and deeds;

(u) providing straightforward legal advice, in both face to face and telephone settings, on a wide range of legal issues;

(v) undertaking community legal education;

(w) the conduct and carriage of straightforward administrative investigations.

LEVEL 2 LEGAL PRACTITIONER

A Legal Practitioner with more than 2 years' relevant post-admission experience.

General Descriptors - Level 2

A moderately experienced Legal Practitioner who:

(x) undertakes Basic Legal Work and progresses to undertaking Routine Legal Work;

1. may initially work under General Supervision or Direct Supervision, but with Professional Development would be expected increasingly to function with General Direction;

2. has acquired a body of relevant professional knowledge in a field relevant to the nature of the duties performed;

3. has the skills, under the General Supervision or General Direction of a more senior Legal Practitioner , to undertake negotiations or consultations relevant to the nature of the duties performed;

4. has an understanding of the strategic context within which the Legal Work is undertaken;

5. exercises Professional Judgement as to approach or process in consultation with more senior Legal Practitioners;

6. undertakes legal research in respect of own work and at the request of more senior Legal Practitioners in relation to more complex matters;

7. assists more senior legal practitioners with research, preparation, drafting and other appropriate tasks as directed.

Work at this level may typically involve, depending on the operational area within which the legal practitioner is employed:

8. the carriage and conduct of prosecutions for, and defence of, regulatory and summary offences, including appearances in all relevant courts and tribunals at first instance;

9. the carriage and conduct of prosecutions for, and defence of, indictable crime, including appearances before relevant courts;

10. the carriage and conduct of civil litigious and family law matters as counsel, solicitor, or instructing solicitor before all courts and tribunals at first instance;

11. the carriage and conduct as solicitor of commercial and conveyancing matters which include the requirement for independent drafting of documents, and negotiation of outcomes;

12. advising Government and Agencies on a wide range of legal matters that have a limited capacity to affect good government, including matters requiring detailed legal research and the interpretation of relevant statutes;

13. drafting less difficult legislation, assisting with the preparation of more complex legislation and attending Parliament as required to assist in the passage of legislation;

14. drafting more complex wills, deeds of family arrangement, and enduring powers of attorney;

15. providing legal advice in support of the management by paralegal staff of deceased estates, trusts, administration orders, conveyancing transactions, preliminary criminal prosecution phases, and debt recovery matters;

16. the conduct and carriage of more complex investigations;

17. the conduct of straightforward mediations and assisted dispute resolution procedures;

18. preparing and delivering legal education presentations and seminars for specialist or professional audiences;

19. reviewing and determining straightforward applications in the Probate Jurisdiction of the Supreme Court.

LEVEL 3 LEGAL PRACTITIONER

An experienced Legal Practitioner who has significant relevant experience.

General Descriptors - Level 3

An experienced Legal Practitioner who:

20. primarily undertakes Routine Legal Work under General Direction but may be required to undertake Complex Legal Work and/or Legal Work of a sensitive nature under the Direct Supervision or General Supervision of a more senior Legal Practitioner;

21. possesses a substantial body of professional knowledge, and may have specialised expertise in a relevant area of law;

22. has the expertise and specialised skills necessary to undertake negotiations or consultations relevant to the nature of the duties performed;

23. provides legal guidance involving a substantial degree of independent Professional Judgement;

24. has a well-developed understanding of the strategic context within which the Legal Work is undertaken;

25. where required, provides supervision, guidance and assistance to Legal Practitioners of a lower classification level, including allocating work, or undertaking the role of leader of a small unit requiring the coordination of the work of a number of Legal Practitioners;

26. may be required to undertake Administrative Work including managing a small team of Legal Practitioners, a small work unit or allocating work across a broad range of Legal Practitioners or clerical staff;

27. has responsibility for ensuring that subordinate legal practitioners uphold the highest professional standards;

28. has the proven ability to guide and train other Legal Practitioners and or paralegal staff in Routine Legal Work.

Work at this level may typically involve, depending on the operational area within which the legal practitioner is employed:

29. the carriage and conduct of prosecutions for, and defence of, complex regulatory and summary offences, including appearances in all relevant courts and tribunals both at first instance and on appeal;

30. the carriage and conduct of prosecutions for, and defence of, indictable crime and appearances in all courts and tribunals of first instance;

31. the carriage and conduct of complex civil litigious and family law matters as counsel, solicitor or instructing solicitor before all courts and tribunals at first instance;

32. under the general supervision of more senior legal practitioners, undertake appellate matters before the Supreme Court of Tasmania, the Court of Criminal Appeal, the Full Court of the Supreme Court of Tasmania, the Family Court of Australia or the Full Court of the Family Court of Australia;

33. the carriage and conduct as solicitor of commercial and conveyancing matters on behalf of the Crown and its instrumentalities, requiring the preparation, negotiation and settling of complex commercial issues and documentation in circumstances where there is a high degree of reliance on independent drafting and professional judgement;

34. advising Government Agencies and instrumentalities on a wide range of complex legal matters which require substantial legal research and the interpretation of relevant statutes;

35. under the supervision of the Solicitor-General, assisting in the preparation and presentation of constitutional matters;

36. providing legal advice in support of the management by paralegal staff of complex matters involving the administration of deceased estates, trusts, administration orders, conveyancing transactions, preliminary criminal prosecution phases and debt recovery matters;

37. the conduct and carriage of complex, critical and novel investigations;

38. the conduct of complex mediations and assisted dispute resolution procedures;

39. preparing and delivering legal education presentations and seminars for specialist and professional audiences;

40. drafting moderately sensitive, complex and novel legislation, consulting and advising Ministers, Departments and Members of Parliament with respect to such legislation and attending Parliament to assist in the passage of legislation as required;

41. reviewing and determining more complex applications in the Probate Jurisdiction of the Supreme Court.

LEVEL 4 LEGAL PRACTITIONER

A very experienced Legal Practitioner with an extensive body of relevant professional legal knowledge, significant expertise in a relevant area such as to be able to provide expert legal advice within that area of specialty and the demonstrated capacity to lead and supervise other Legal Practitioners.

General Descriptors - Level 4

A very experienced Legal Practitioner who:

42. undertakes Routine Legal Work, Complex and Critical Legal Work, which may be of a sensitive nature;

43. operates under General Direction and exercises personal Professional Judgement in the determination of overall strategies, priorities and work standards in respect of his or her own work;

44. possesses an extensive body of professional knowledge, expertise and specialised skills and operates in accordance with broad objectives applying a high degree of Professional Judgement;

45. provides a high level of professional advice based on an in-depth and comprehensive knowledge of the field of law within which the person practices;

46. assumes responsibility for the direction and control of subordinate Legal Practitioners including leading, directing, supervising and coordinating specific projects, a work unit, or work team and undertaking Administrative Work relevant to the work unit or team;

47. has an in-depth understanding and knowledge of the strategic context within which the Legal Work is undertaken;

48. has an involvement in the development of policy and the establishment of professional principles;

49. has responsibility for ensuring that subordinate Legal Practitioners uphold the highest professional standards;

50. may be required to undertake Administrative Work relevant to the nature of the duties performed;

51. may have the responsibility to directly provide policy and strategic advice to the relevant Principal on matters of significance.

Work at this level may typically involve, depending on the operational area within which the legal practitioner is employed:

52. the carriage and conduct of prosecutions for, and defence of, highly complex, novel or critical regulatory and summary offences, including appearances in all relevant courts and tribunals both at first instance and on appeal;

53. the carriage and conduct of highly complex criminal trials and actions in all courts, principally the Criminal Court and the Court of Criminal Appeal as senior counsel;

54. the carriage and conduct of highly complex civil litigious matters in all courts and tribunals but principally in the Supreme Court and the Full Court of the Supreme Court as senior counsel;

55. the carriage and conduct of highly complex, critical and novel family law matters in all relevant courts but principally in the Family Court and the Full Court of the Family Court as senior counsel;

56. acting as senior counsel in Tasmanian and Federal Courts, and Tribunals as required;

57. acting as a senior legal adviser in relation to major commercial undertakings which are of a high level of commercial and political significance to the State; negotiating, drafting and completing matters of a highly complex commercial or financial nature;

58. advising in matters that have a high level of legal significance to the State or the development of the law and which may require complex legal research or statutory interpretation;

59. giving substantial assistance in the preparation and presentation of constitutional matters;

60. drafting highly sensitive, complex and novel legislation, consulting and advising Ministers, Departments and Members of Parliament with respect to such legislation, attending Parliament as required to assist in the passage of legislation and appear before, and provide assistance to, select committees;

61. advising on legal, policy and other matters of significance and strategic importance to a GBE Board or other entity;

62. reviewing and determining highly complex applications in the Probate Jurisdiction of the Supreme Court;

63. the conduct of highly complex, critical or novel mediations and assisted dispute resolution procedures;

64. hearing and determining applications for matters such as the taxation of costs and settling appeal books in the Supreme Court jurisdiction.

(v) SALARY PROGRESSION

Salary progression within the classifications of Legal Practitioner Levels 1, 2, 3 and 4 is to be based on annual performance assessment except for progression from Legal Practitioner 3.5 to 3.6 and Legal Practitioner 4.3 to 4.4 which are to be based on performance assessments over 24 months.

Salary progression and performance management is to be conducted in accordance with Part II Clause 5 of this Award, notwithstanding differences in terminology relating to the classification and salary structure, e.g. bands versus levels.

(vi) **PRACTISING CERTIFICATES AND PROFESSIONAL DEVELOPMENT**

Where any legal practitioner employed under the terms of this Appendix is required to hold a Practising Certificate and to pay the prescribed fee, such fees will be paid by the relevant operational area.

Legal practitioners employed under the terms of this Appendix acknowledge that they have an individual responsibility to ensure that they maintain the currency of their legal knowledge and skills within their area of expertise or employment.

(vii) **PROFESSIONAL CONDUCT**

All legal practitioners employed under the terms of this Appendix:

a. are to observe the same rules and standards of professional conduct and ethics as those that a private legal practitioner is, by law or the custom of the legal profession, required to observe in the practice of the legal profession; and

b. is subject to the same professional duties as those to which a private legal practitioner is, by law or the custom of the legal profession, subject.

(viii) **FEE GENERATION**

All legal practitioners in billing areas have the responsibility of ensuring that appropriate levels of fees are generated.