

**TASMANIAN INDUSTRIAL COMMISSION**

**Industrial Relations Act 1984**  
s23 application for award or variation of award

**Tasmanian Trades and Labor Council**  
(T13142 of 2008)  
Private Sector Awards

**Minister administering the *State Service Act 2000***  
(T13143 of 2008)  
Public Sector Awards

**FULL BENCH:**

PRESIDENT P L LEARY  
DEPUTY PRESIDENT P C SHELLEY  
COMMISSIONER T J ABEY

**Wage Rates – State Wage Case 2008 – applications to vary private and public sector awards – Private Sector Awards – Public Sector Awards, other than named awards - award wage rates to be increased by \$19.00 per week - wage related allowances to be increased by 3.1% – meal allowance increased to \$14.60 - State Minimum Wage rate determined at \$546.10 - s.35(1)(b) – operative date ffpp 1 August 2008**

**MEDICAL DIAGNOSTIC SERVICES (PRIVATE SECTOR) AWARD**

**ORDER BY CONSENT –**

**No. 1 of 2008  
(Consolidated)**

AMEND THE **MEDICAL DIAGNOSTIC SERVICES (PRIVATE SECTOR) AWARD** BY DELETING ALL CLAUSES CONTAINED THEREIN AND INSERTING IN LIEU THEREOF THE FOLLOWING; AND THE AWARD IS CONSOLIDATED:

## **1. TITLE**

This award shall be known as the "Medical Diagnostic Services (Private Sector) Award".

## **2. SCOPE**

This award is established in respect of the industry of:

- Pathology Services;
- Radiology Services.

## **3. ARRANGEMENT**

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

This award shall come into operation from the first full pay period to commence on or after 1 August 2008.

#### **5. SUPERSESSION AND SAVINGS**

This award incorporates and supersedes the Medical Diagnostic Services (Private Sector) Award No. 1 of 2007 (Consolidated).

**PROVIDED** that no right, obligation or liability incurred or accrued under any of the abovementioned provisions shall be affected by the replacement and supersession.

#### **6. PARTIES AND PERSONS BOUND**

Unless otherwise specified, this award shall have application to and be binding upon:

- (a) all employers (whether members of a Registered Organisation or not) who are engaged in the industry specified in Clause 2 - Scope;
- (b) all employees (whether members of a Registered Organisation or not) for whom classifications appear in this award and who are engaged in the industry specified in Clause 2 - Scope;
- (c) the following organisation of employees in respect of whom award interest has been determined:

the Health Services Union of Australia, Tasmanian No. 1 Branch and the Officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope.

- (d) the following organisation of employers in respect of whom award interest has been determined:

the Tasmanian Chamber of Commerce and Industry Limited.

## **7. DEFINITIONS**

### **(A) CLASSIFICATION DEFINITIONS**

#### **'ADMINISTRATIVE EMPLOYEE'**

**Grade 1 - (Proposed wage relativity to Technical Employee Grade 5 after completion of minimum rates adjustment and broadbanding adjustment = 78%)**

An employee at this level shall mean an employee who is undertaking up to 494 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, work and documentation procedures, occupational health and safety, equal employment opportunity, quality control/assurance and initial on-the-job training.

**Grade 2 - (Proposed wage relativity to Technical Employee Grade 5 after completion of minimum rates adjustment and broadbanding adjustment = 82%)**

An employee at this level shall be an adult employee who is undertaking a traineeship under the Australian Traineeship System.

An employee shall remain at this level until the full period of the traineeship is completed.

**Grade 3 - (Proposed wage relativity to Technical Employee Grade 5 after completion of minimum rates adjustment and broadbanding adjustment = 87.4%)**

#### **(i) GRADING**

Employees shall be graded at this level where the principal functions of their employment as determined by the employer require the following:

- (1) The exercise of the 'General Requirements' specified in (ii) hereunder; and
- (2) In addition to the 'General Requirements' are required to exercise any one or more of the broad skill levels set out in (iii) hereunder.

#### **(ii) GENERAL REQUIREMENTS**

- (1) Employees in this grade perform, and are accountable for clerical and office tasks as directed, within the skill levels set out. They work within established routines, methods and procedures. Supervision is direct.
- (2) Employees in this grade shall be able to acquire and apply a limited knowledge of office procedures and requirements.

(iii) SKILL REQUIREMENTS

(1) Technical Skills

Machine Operation - Skill Level 1

Employees at this level are able to operate telephone/intercom systems, telephone answering machines; facsimile machines, photocopiers, franking machines, guillotines.

(2) Information Handling Skills - Skill Level 1

Employees at this level are able to receive, sort, open, distribute incoming mail, process outgoing mail, receive incoming and despatch outgoing courier mail, deliver messages and documents to appropriate persons/locations; prepare and collate documents; sort and file documents/records accurately in correct location/sequence using an established paper based filing system.

**Grade 4 - (Proposed wage relativity to Technical Employee Grade 5 at completion of minimum rates adjustment and broadbanding adjustment = 92.4%)**

(i) GRADING

Employees shall be graded at this level where the principal functions of their employment as determined by the employer require the following:

- (1) The exercise of the 'General Requirements' specified in (ii) hereunder; and
- (2) In addition to the 'General Requirements' are required to exercise any one or more of the broad skill levels set out in (iii) hereunder.

(ii) GENERAL REQUIREMENTS

- (1) Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Administrative Employee Grade 3. They are responsible and accountable for their own work which is performed within established routines, methods and procedures. Supervision is routine.
- (2) Employees at this level shall be able to acquire and apply a working knowledge of office or sectional operating procedures and requirements; acquire and apply a working knowledge of the organisation's structure and personnel in order to deal with enquiries at first instance, locate appropriate staff in different sections, relay internal information, respond to or redirect enquiries, greet visitors.

(iii) SKILL REQUIREMENTS

(1) Technical Skills

Machine Operation - Skill Level 2

Employees at this level are able to operate adding machines, switchboard, paging system, telex machine, typewriter and calculator.

Computer - Skill Level 1

Employees at this level are able to use knowledge of keyboard and function keys to enter and retrieve data through computer terminal.

Keyboard Typing - Skill Level 1

Employees at this level are able to type at 25 words per minute with 98 per cent accuracy. Utilise basic word processing skills.

**NOTE:** Technical skills herein specified are to be read as a whole i.e. an employee if required shall be capable of exercising all skills relating to machine operation, keyboard, computer and word processing at this level.

(2) Information Handling Skills - Skill Level 2

Employees at this level are able to maintain mail register and records; maintain established paper-based filing/records systems in accordance with set procedures including creating and indexing new files, distributing files within the organisation as requested, monitoring file locations; transcribe information into records, complete forms, take telephone messages.

(3) Business/Financial Skills - Skill Level 1

Employees at this level are able to keep appropriate records; prepare and record petty cash transactions; undertake bank transactions (deposits and withdrawals).

**Grade 5 - (Proposed wage relativity to Technical Employee Grade 5 after completion of minimum rates adjustment and broadbanning adjustment = 100%)**

(i) GRADING

Employees shall be graded at this level where the principal functions of their employment as determined by the employer require the following:

- (1) The exercise of the 'General Requirements' specified in (ii) hereunder; and

- (2) In addition to the 'General Requirements' are required to exercise any one or more of the broad skill levels set out in (iii) hereunder;

OR ARE:

- (3) Employees holding a Certificate of Commercial Studies (TAFE) or accredited equivalent, and who are required to use skills and perform tasks within the range of Administrative Employee Grade 5.

(ii) GENERAL REQUIREMENTS

- (1) Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge, at a level higher than required in Administrative Employee Grade 4. They are responsible and accountable for their own work, which is performed within established guidelines. They exercise limited discretion within the range of their skill and knowledge. Supervision is general.
- (2) They must be able to acquire a working knowledge of the organisation's products/services, functions, locations and clients; respond to, and act upon most internal/external enquiries in own function area.

(iii) SKILL REQUIREMENTS

(1) Technical Skills

Machine Operation - Skill Level 3

Employees at this level are able to operate computerised radio telephone equipment, micro/personal computer, printing devices attached to personal computer, dictaphone equipment, typewriters.

Keyboard - Typing - Skill Level 2

Employees at this level are able to produce documents and correspondence using knowledge of standard formats, touch type at 40 words per minute with 98 per cent accuracy, audio type.

Computer - Skill Level 2

Employees at this level are able to use one software application package developed for a micro-personal computer to create:

- a database file structure, or
- a spreadsheet/worksheet, or a graphic, or
- an accounting/payroll file following standard procedures and using existing models/fields of information; or

- use a central computer resource to an equivalent standard.

#### Word Processing - Skill Level 1

Employees at this level are able to use ONE software package to create, format, edit, proof read, correct, print and save text documents, e.g. standard correspondence and business documents.

**NOTE:** Technical skills herein specified are to be read as a whole i.e. an employee if required shall be capable of exercising all skills relating to machine operation, keyboard, computer and word processing at this level.

#### (2) Secretarial - Skill Level 1

Employees at this level are able to take shorthand notes at 70wpm and transcribe with 95 per cent accuracy.

#### (3) Information Handling - Skill Level 3

Employees at this level are able to use computer based record management systems to file and retrieve records such as accounts, stock inventory, finance and personnel records.

#### (4) Business/Financial - Skill Level 2

Employees at this level are able to maintain records and journals, sort, process and record transactions such as incoming/outgoing cheques, invoices, debit/credit items, payroll data, establish petty cash imprest system.

### **Grade 6 - (Proposed wage relativity to Technical Employee Grade 5 after completion of minimum rates adjustment and broadbanding adjustments = 105%)**

#### (i) GRADING

Employees shall be graded at this level where the principal functions of their employment as determined by the employer require the following:

- (1) The exercise of the 'General Requirements' specified in (ii) hereunder; and
- (2) In addition to the 'General Requirements' are required to exercise any one or more of the broad skill levels set out in (iii) hereunder.

#### (ii) GENERAL REQUIREMENTS

- (1) Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Administrative Employee Grade 5. They are responsible and accountable for

their own work, and exercise discretion and initiative in the organisation of work within prescribed limits. Supervision is limited.

- (2) Employees in this grade are able to provide detailed advice and information on the organisation's products and services; respond to client/public/supplier problems within own function area, using such techniques as personal interview and liaison; explain organisation's viewpoint to clients and appropriate persons related to own function area.
- (3) Employees at this level shall be capable of guiding employees graded at a lower level by means of personal instruction and demonstration. This may include general supervision of up to four employees.
- (4) Employees at this level shall be capable of acquiring and using specialist vocabulary i.e. technical, medical legal etc. within the scope of this grade.

(iii) SKILLS REQUIREMENTS

(1) Technical Skills

Keyboard - Typing - Skill Level 3

Employees at this level are able to format complex documents including technical data, technical language, tables, graphs, text design, indexing, variable type face; produce documents requiring specified legal form or to comply with regulations or standards.

Computer - Skill Level 3

Employees at this level are able to use TWO application software packages developed for a micro/personal computer at a standard equal to Skill Level 2 in each, e.g. database, communications, accounting, payroll/personnel, spreadsheets, graphics, other applications; or

Employees at this level are able to use a central computer resource to an equivalent standard.

Word Processing - Skill Level 2

Employees at this level are able to use TWO software packages at a standard equal to Skill Level 1; or

Apply additional functions such as search and replace, variable fonts, moving and merging across documents, text columns, money columns, tables, e.g. to produce financial statements, printed forms.

**NOTE:** Technical skills herein specified are to be read as a whole i.e. an employee if required shall be capable of exercising all skills relating to machine operation, keyboard, computer and word processing at this level.

(2) Secretarial Skills - Skill Level 2

Employees at this level are able to arrange travel bookings and itineraries; make appointments; screen telephone calls; follow visitor protocol procedures; establish telephone contact on behalf of executive.

Take shorthand notes at 90wpm and transcribe with 95 per cent accuracy.

(3) Information Handling - Skill Level 4

Employees at this level are able to maintain a computer based records management system; identify, access and extract information from internal sources.

(4) Business/Financial - Skill Level 3

Employees at this level are able to prepare cash payment summaries, banking reports and bank statements; maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger.

**Grade 7 - (Proposed wage relativity to Technical Employee Grade 5 after completion of minimum rates adjustment and broadbanning adjustment = 110%)**

(i) GRADING

Employees shall be graded at this level where the principal functions of their employment as determined by the employer require the following:

- (1) The exercise of the 'General Requirements' specified in (ii) hereunder; and
- (2) In addition to the 'General Requirements' are required to exercise any one or more of the broad skill levels set out in (iii) hereunder.

(ii) GENERAL REQUIREMENTS

- (1) Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Administrative Employee, Grade 6. They are responsible and accountable for their own work, and may have limited responsibility for the work of others. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is minimal.
- (2) Employees in this grade must be able to acquire a detailed knowledge of enterprise operations and structures and a basic knowledge of the industry or field of interest in which the organisation operates. Respond to and act upon complex issues/arrangements in such areas as consumer/client services,

special products/service knowledge, production and planning schedules, material supply, transport/freight arrangements.

- (3) Employees in this grade shall be capable of guiding employees in lower grades by means of personal instruction and demonstration.

(iii) SKILL REQUIREMENTS

(1) Technical Skills

Computer - Skill Level 4

Employees at this level are able to use THREE application software packages developed for a micro/personal computer at a standard equal to Skill Level 2 in each; or

Use a central computer resource to an equivalent standard; or

Apply knowledge of advanced functions of a SINGLE application software package to manipulate data, i.e. modify fields of information, develop new database or spreadsheets models; or graph previously prepared spreadsheets; or perform reconciliation.

and/or

Word Processing - Skill Level 3

Employees at this level are able to apply advanced functions including Macros, Sorting and Maths functions, boxes, thesaurus using ONE software package; or

Apply knowledge of additional functions defined in Skill Level 2 using TWO software packages.

(2) Secretarial Skills - Skill Level 3

Employees at this level are able to write shorthand notes at 100wpm and transcribe at 95 per cent accuracy; maintain executive diary; respond to invitations; organise internal meetings on behalf of executive; establish and maintain reference lists/personal contact systems for executives; maintain current working and personal filing systems for executive.

(3) Information Handling - Skill Level 5

Employees at this level are able to create new forms of files and records as required using computer-based records systems; access, identify, and extract information as required from external sources. e.g. databases, libraries, local authorities; maintain subscriptions for required technical, trade and other

publication systems, maintain circulation, indexing and filing systems for publications; review/close files, archive files.

(4) Business/Financial - Skill Level 4

Employees at this level are able to reconcile accounts to balance; follow up unpaid accounts; calculate wage and salary requirements; calculate work valuations; prepare bank reconciliations.

(5) Supervisory - Skill Level 1

Employees at this level are able to allocate work tasks to individuals, check work progress and correct errors. Normally five or more subordinates would be involved.

(6) Specialist Skills - Skill Level 1

Employees at this level are able to apply knowledge of export and customs documentation requirements and procedures; apply knowledge of separate relevant industrial award rates of pay and conditions, occupational health and safety requirements.

**Grade 8 - (Proposed wage relativity to Technical Employee Grade 5 after completion of minimum rates adjustment and broadbanning adjustment = 115%)**

(i) GRADING

Employees shall be graded at this level where the principal functions of their employment as determined by the employer require the following:

- (1) The exercise of the 'General Requirements' specified in (ii) hereunder; and
- (2) In addition to the 'General Requirements' are required to exercise any one or more of the broad skill levels set out in (iii) hereunder.

(ii) GENERAL REQUIREMENTS

- (1) Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Administrative Employee Grade 7. They are responsible and accountable for their own work, and may have limited responsibility for the work of a section or unit. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is by means of reporting to more senior officers as required.
- (2) Employees in this grade are able to apply knowledge of the organisation's objectives, performance, projected areas of growth, product trends; and

general industry conditions, e.g. knowledge of competitors and major clients market structure in the performance of own responsibilities.

- (3) Employees in this grade shall be capable of guiding employees graded at a lower level by means of personal instruction and demonstration.

(iii) SKILL REQUIREMENTS

(1) Technical Skills

Computer - Skill Level 5

Employees at this level are able to use TWO application software packages on a micro/personal computer to a standard equal to Skill Level 4 in each; or

Use a central computer resource to an equivalent standard; or

Assist in operating a mainframe computer;

and/or

Word Processing - Skill Level 4

Employees are able to use complex functions such as moving columns, creating displays of charts or graphs, booklet or report format on ONE software package; or

Apply knowledge of advanced functions defined in Skill Level 3 using TWO software packages.

(2) Secretarial Skills - Skill Level 4

Employees at this level are able to write shorthand notes at 120wpm and transcribe at 95 per cent accuracy; attend executive/organisational meetings and take minutes; establish current working and personal executive filing system, answer correspondence from verbal or rough handwritten instructions; organise teleconferences.

(3) Information Handling - Skill Level 6

Employees at this level are able to establish new paper based/manual filing records systems for the enterprise; assist in separate undertaking research (locate/solicit, summarise/extract and interpret information) related to function area; compose original business correspondence from minimal instructions.

(4) Business/Financial - Skill Level 5

Employees at this level are able to post transactions to ledger and prepare a trial balance; prepare financial/tax schedules; calculate costings, stock pricing; complete personnel/payroll data for authorisation.

(5) Supervisory - Skill Level 2

Employees at this level are able to assist in the development of work quality and performance in a team environment; solve operational problems in own work functional area and resolve operational problems for staff in lower grades; co-ordinate work flow within a section or unit and counsel and advise staff who are under direct supervision.

(6) Specialist Skills - Skill Level 2

Employees at this level are able to apply working knowledge of industrial/employment law, equal opportunity, workers compensation procedures and superannuation requirements.

**Grade 9 - (Proposed wage relativity to Technical Employee Grade 5 after completion of minimum rates adjustment and broadbanning adjustment = 125%)**

(i) GRADING

Employees shall be graded at this level where the principal functions of their employment as determined by the employer require the following:

- (1) The exercise of the 'General Requirements' specified in (ii) hereunder; and
- (2) In addition to the 'General Requirements' are required to exercise any one or more of the broad skill levels set out in (iii) hereunder.

(ii) GENERAL REQUIREMENTS

- (1) Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Administrative Employee Grade 8. They are responsible and accountable for their own work, and may have designated responsibility for the unit/section under their supervision. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is by means of reporting to more senior officers as required.
- (2) Employees in this grade are able to assist in developing policy or new products and services to meet changing market or other circumstances; identify and assess internal and external factors impacting on production and service delivery; identify future trends.

- (3) Employees in this grade are able to assist in the delivery of structured training courses and apply a knowledge of training materials and aids; train employees (where appropriate) in lower grades by means of personal instruction and demonstration.

(iii) SKILL REQUIREMENTS

(1) Technical Skills

Computer - Skill Level 6

Employees at this level are able to use and integrate a variety of application software packages within a micro/personal computer network; or

Use a central computer resource to an equivalent standard; or

Evaluate and determine optimum software solutions (using existing software/programs) to meet new or different application requirements; or

Use MACRO function (logical operators) on a spreadsheet package;

and/or

Word Processing - Skill Level 5

Employees at this level are able to use all preceding word processing functions and integrate word processing software with other application software packages to produce complex text and data documents; apply knowledge of Desk Top Publishing to integrate documents and select style sheets appropriate to final presentation; determine all document production design needs without instructions.

(2) Secretarial Skills - Skill Level 5

Employees at this level are able to arrange conferences and external meetings; originate executive correspondence; assist executive in preparing, attending and following up appointments, interviews, meetings, etc; act on delegated authority of executive.

(3) Business/Financial - Skill Level 6

Employees at this level are able to assist in preparing - budgets, cashflow records, balance sheets, trading accounts, cash management analysis, FBT and company tax requirements; administer individual executive salary packages, travel expenses and allowances, company transport; administer specialised salary and payroll requirements, e.g. Eligible Termination Payments, Superannuation Trust Deed Requirements, Workers' Compensation, Maintenance Support Scheme, etc; assist in financial forecasting; interpret and prepare financial information for senior

management and prepare reports and assessment relevant to areas of responsibility.

(4) Supervisory - Skill Level 3

Employees at this level are able to plan and organise work priorities of unit or section; reschedule the workloads as necessary and resolve operational problems in area of responsibility; monitor work quality of those supervised; use observations, diagnosis and intervention skills to ensure unit/section meets objectives; organise and chair necessary work meetings/ conferences; assist in planning future sectional/office organisational resources and equipment needs.

(5) Specialist Skills - Skill Level 3

Employees at this level are able to use knowledge of basic statistics to interpret data from spreadsheets, statistical tables, graphs and frequency tables using tools such as mean, mode, median variation, etc. apply knowledge of exchange rate fluctuations in areas of functional responsibility; apply working knowledge of legal requirements, e.g. personal income tax and company tax law, company law, contract law, superannuation law, local government and environmental regulation.

**'OPERATIONAL EMPLOYEE'**

**Grade 1 - (Proposed wage relativity to Technical Employee Grade 5 after completion of minimum rates adjustment and broadbanded adjustment = 78%)**

An employee at this level shall mean an employee who is undertaking up to 494 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, work and documentation procedures, occupational health and safety, equal employment opportunity, quality control/assurance and initial on-the-job training.

**Grade 2 - (Proposed wage relativity to Technical Employee Grade 5 after completion of minimum rates adjustment and broadbanded adjustment = 82%)**

An employee at this level is an employee who has completed the Operational Employee Grade 1 induction training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work to the level of his/her training:

- (i) works under direct supervision either individually or in a team environment;
- (ii) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;

(iii) understands and utilises basic statistical process control procedures.

Indicative of the tasks which an employee at this level may perform are the following:

- general labouring duties;
- general cleaning duties;
- repetition work on automatic, semi-automatic or single purpose machines or equipment.

**Grade 3 - (Proposed wage relativity to Technical Employee Grade 5 after completion of minimum rates adjustment and broadbanning adjustment = 87.4%)**

An employee at this level is an employee who performs work above and beyond the skills of an employee at Operational Employee Grade 2 and to the level of his/her training:

- (i) is responsible for the quality of his/her own work subject to routine supervision;
- (ii) works under routine supervision either individually or in a team environment;
- (iii) exercises discretion within his/her level of skills and training;

Indicative of the tasks which an employee at this level may perform are the following:

- receiving, despatching, distributing, sorting, checking, packing, documenting and recording of goods, materials and components;
- operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an Operational Employee Grade 2;
- cleaning duties requiring the exercise of skill and knowledge beyond that of an Operational Employee Grade 2;
- non-trade engineering skills;
- basic keyboard skills.

**Grade 4 - (Proposed wage relativity to Technical Employee Grade 5 after completion of minimum rates adjustment and broadbanning adjustment = 92.4%)**

An employee at this level performs work above and beyond the skills of an Operational Employee Grade 3 and to the level of his/her training:

- (i) works from complex instructions and procedures;

- (ii) assists in the provision of on-the-job training to a limited degree;
- (iii) co-ordinates work in a team environment or works individually under general supervision;
- (iv) is responsible for assuring the quality of his/her own work.

Indicative of the tasks which an employee at this level may perform are the following:

- inventory and store control including:
  - licensed operation of all appropriate equipment;
  - use of tools and equipment within the scope (basic non-trades maintenance);
  - computer operation at a level higher than that of an Operational Employee Grade 3;
- Intermediate keyboard skills;
- courier.

**Grade 5 - (Proposed wage relativity to Technical Employee, Grade 5 after completion of minimum rates adjustment and broadbanning adjustment = 100%**

An employee at this level is an employee who applies skills acquired through the successful completion of a relevant trade certificate level qualification or equivalent accredited training or has experience deemed by the employer to be equivalent.

An employee at this level works above and beyond an Operational Employee Grade 4 and to the level of his/her training:

- (i) understands and applies quality control techniques;
- (ii) exercises discretion within the scope of this grade;
- (iii) exercises good interpersonal communications skills;
- (iv) exercises keyboard skills at a level higher than an Operational Employee Grade 4;
- (v) performs work under general supervision either individually or in a team environment.

Indicative of the tasks which an employee at this level may perform are as follows:

- high level stores and inventory responsibility beyond the requirements of an Operational Employee Grade 4;

- assist in the provision of on-the-job training.

**Grade 6 - (Proposed wage relativity to Technical Employee Grade 5 after completion of minimum rates adjustment and broadbanning adjustment = 105%)**

An employee at this level is an employee who applies skills acquired through the successful completion of a relevant post trade qualification or equivalent accredited training or has experience deemed by the employer to be equivalent.

An employee at this level works above and beyond an Operational Employee Grade 5 and to the level of his/her training:

- (i) exercises the skill attained through the satisfactory completion of the training relevant to this classification;
- (ii) exercises discretion within the scope of this grade;
- (iii) works under general supervision either individually or in a team environment;
- (iv) understands and implements quality control techniques;
- (v) provides trade guidance and assistance as part of a work team.

**'TECHNICAL EMPLOYEE'**

**Grade 1 - (Proposed wage relativity to Technical Employee Grade 5 after completion of minimum rates adjustment and broadbanning adjustment = 78%)**

An employee at this level shall mean an employee who works in a laboratory environment and/or routinely handles specimens and is undertaking up to 494 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, work and documentation procedures, occupational health and safety, equal employment opportunity, quality control/assurance and initial on-the-job training.

**Grade 2 - (Proposed wage relativity to Technical Employee Grade 5 after completion of minimum rates adjustment and broadbanning adjustment = 82%)**

Technical Assistant Level 1.1

An employee at this level is an employee who has completed the Technical Employee Grade 1 induction training and is undertaking on-the-job training so as to enable the employee to perform work within the scope of this level. (The full range of skills and training specified for this level may occur at various stages throughout the time period stipulated in the incremental scale for Technical Assistant).

An employee at this level performs work to the level of his/her training:

- (i) works under direct supervision either individually or in a team environment;
- (ii) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
- (iii) understands and utilises basic statistical process control procedures;
- (iv) works in a laboratory environment and routinely handles specimens.

Indicative of the tasks which an employee at this level may perform are the following:

- repetition work on automatic, semi-automatic or single purpose machines or equipment;
- keyboard skills;
- performs work under supervision either individually or in a team environment;
- maintain records;
- assist in laboratory functions.

OR

#### Specimen Collector Level 1.1

An employee at this level is an employee who has completed the Technical Employee Grade 1 induction training and is undertaking on-the-job training so as to enable the employee to perform work within the scope of this level. (The full range of skills and training specified for this level may occur at various stages throughout the time period stipulated in the incremental scale for Specimen Collector.)

An employee at this level performs work to the level of his/her training:

- (i) works under direct supervision either individually or in a team environment;
- (ii) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
- (iii) routinely takes and handles specimens.

Indicative of the tasks which an employee at this level may perform are the following:

- specimen collection;
- keyboard skills;

- performs work under supervision either individually or in a team environment;
- maintain records.

**Grade 3 - (Proposed wage relativity to Technical Employee Grade 5 after completion of minimum rates adjustment and broadbanding adjustment = 87.4%)**

Technical Assistant Level 1.2

An employee at this level shall mean an employee who has completed 1976 hours work, as a Technical Assistant, with the current employer or an employer providing a similar service.

OR

Specimen Collector Level 1.2

An employee at this level shall mean an employee who has completed 1976 hours work, as a Specimen Collector, with the current employer or an employer providing a similar service.

**Grade 4 - (Proposed wage relativity to Technical Employee Grade 5 after completion of minimum rates adjustment and broadbanding adjustment = 92.4%)**

Technical Assistant Level 1.3

An employee at this level shall mean an employee who has completed 3952 hours work, as a Technical Assistant, with the current employer or an employer providing a similar service.

OR

Specimen Collector Level 1.3

An employee at this level shall mean an employee who has completed 3952 hours work, as a Specimen Collector, with the current employer or an employer providing a similar service.

**Grade 5 - (Proposed wage relativity to Technical Employee Grade 5 after completion of minimum rates adjustment and broadbanding adjustment = 100%)**

Technical Assistant Level 1.4

An employee at this level shall mean an employee who has completed 5928 hours work, as a Technical Assistant, with the current employer or an employer providing a similar service.

OR

#### Specimen Collector Level 1.4

An employee at this level shall mean an employee who has completed 5928 hours work, as a Specimen Collector, with the current employer or an employer providing a similar service.

OR

#### Specimen Collector and Courier

An employee at this level shall mean an employee who has been trained in the multi-skilled role of specimen collection and courier and performs those duties on an ongoing basis.

OR

#### Technician Level 1.1

An employee at this level is an employee who applies skills acquired through the successful completion of a relevant qualification or equivalent accredited training or has experience deemed by the employer to be equivalent.

An employee at this level:

- (i) understands and applies quality control techniques;
- (ii) exercises good interpersonal and communication skills;
- (iii) exercises keyboard skills at a level appropriate to this grade;
- (iv) performs work under limited supervision either individually or in a team environment;
- (v) performs non-technical tasks incidental to his/her work.

OR

#### Cytology Technician Level 1.1

An employee at this level is an employee who applies skills acquired through the successful completion of a relevant trade certificate level qualification or equivalent accredited training or has experience deemed by the employer to be equivalent.

An employee at this level:

- (i) understands and applies quality control techniques;

- (ii) exercises discretion within the scope of this grade;
- (iii) exercise good interpersonal communications skills;
- (iv) exercises keyboard skills at a level higher than Technical Employee Grade 4;
- (v) performs work under general supervision either individually or in a team environment.

Indicative of the tasks which an employee at this level may perform are as follows:

- on-the-job training in the microscopic examination of cells for cancerous or pre-cancerous changes and the undertaking of this task when competent;
- assists in the provision of on-the-job training.

**Grade 6 - Proposed wage relativity to Technical Employee Grade 5 after completion of the minimum rates adjustment and broadbanding adjustment = 105%)**

Technician Level 1.2

An employee at this level shall mean an employee who has completed 1976 hours work as a Technician with the current employer or an employer providing a similar service.

OR

Cytology Technician Level 1.2

An employee at this level shall mean an employee who has completed 1976 hours work as a Cytology Technician with the current employer or an employer providing a similar service.

**Grade 7 - (Proposed wage relativity to Technical Employee Grade 5 after completion of minimum rates adjustment and broadbanding adjustment = 110%)**

Technical Level 1.3

An employee at this level shall mean an employee who has completed 3952 hours work as a Technician with the current employer or an employer providing a similar service.

OR

Cytology Technician Level 1.3

An employee at this level shall mean (subject to accelerated advancement) an employee who has completed 3952 hours work as a Cytology Technician with the current employer or an employer providing a similar service.

OR

#### Specimen Collection Supervisor

An employee at this level shall mean a specimen collector who has been appointed by the employer to supervise lower grade specimen collectors.

**Grade 8 - (Proposed wage relativity to Technical Employee Grade 5 after completion of minimum rates adjustment or broadbanding adjustment = 115%)**

#### Technician Level 2.1

An employee at this level shall mean a Technical Employee Grade 7 who has gained expertise in medical science and has been appointed to this level by the employer.

An employee at this level performs work to the level of his/her training:

- (i) is able to provide guidance, assistance and direction as part of a work team;
- (ii) provides training in conjunction with supervisors;
- (iii) understands and implements quality control techniques;
- (iv) works under limited supervision either individually or in a team environment;
- (v) is able to competently carry out laboratory procedures to the level of his/her training.

OR

#### Cytology Technician Level 1.4

An employee at this level shall mean (subject to accelerated advancement) an employee who has completed 5928 hours work as a Cytology Technician with the current employer or an employer providing a similar service.

**Grade 9 - (Proposed wage relativity to Technical Employee Grade 5 after completion of minimum rates adjustment and broadbanding adjustment = 125%)**

#### Technician Level 2.2

An employee at this level shall mean an employee who has completed 1976 hours work as a Technician Level 2 with the current employer or an employer providing a similar service.

OR

#### Cytology Technician Level 1.5

An employee at this level shall mean (subject to accelerated advancement) an employee who has completed 7904 hours work as a Cytology Technician with the current employer or an employer providing a similar service.

**Grade 10 - (Proposed wage relativity to Technical Employee Grade 5 after completion of minimum rates adjustment and broadbanding adjustment = 130%)**

#### Technician Level 3.1

An employee at this level is an employee who applies skills acquired through the successful completion of a relevant advanced certificate or equivalent accredited training or has experience deemed by the employer to be equivalent.

An employee at this level works above and beyond a Technical Employee Grade 9 and to the level of his/her training:

- (i) provides technical guidance or advice within the scope of this level;
- (ii) prepares reports of a technical nature on specific tasks or assignments as directed or within the scope or discretion of this grade;
- (iii) has an overall knowledge and understanding of the principles of the systems and equipment on which the employee is required to perform the work;
- (iv) assists in the provision of on-the-job training in conjunction with supervisors.

OR

#### Cytology Technician Level 1.6

An employee at this level shall mean (subject to accelerated advancement) an employee who has completed 9880 hours work as a Cytology Technician with the current employer or an employer providing a similar service.

**Grade 11 - (Proposed wage relativity to Technical Employee Grade 5 after completion of minimum rates adjustment and broadbanding adjustment = 135%)**

#### Technician Level 3.2

An employee at this level shall mean an employee who has completed 1976 hours work as a Technician Level 3 with the current employer or an employer providing a similar service.

OR

#### Cytology Technician Level 1.7

An employee at this level shall mean (subject to accelerated advancement) an employee who has completed 11856 hours work as a Cytology Technician with the current employer or an employer providing a similar service.

**Grade 12 - (Proposed wage relativity to Technical Employee Grade 5 after completion of minimum rates adjustment and broadbanding adjustment = 145%)**

#### Technician Level 4

An employee at this level is an employee who is appointed as such by the employer and who applies skills acquired through the successful completion of a relevant Associate Diploma or equivalent accredited training or has experience deemed by the employer to be equivalent, and is engaged in performing duties which require the exercise of judgement and skill in excess of that required by a Technical Employee Grade 11.

OR

#### Cytology Technician Level 2

An employee at this level is a Technical Employee Grade 11 (Cytology Technician Level 1.7) who has successfully completed the examinations for membership of The Australian Society of Cytology.

#### **'PROFESSIONAL EMPLOYEE'**

**Graduate Trainee - (Proposed wage relativity to Technical Employee Grade 5 after completion of minimum rates adjustment and broadbanding adjustment = 115%)**

- (i) An employee at this level is an employee who applies skills acquired through the successful completion of a relevant Degree in Science or Applied Medical Science or the equivalent thereto.

An employee shall remain at this level until 3952 hours work has been completed.

OR

- (ii) An employee at this level is an employee who applies skills acquired through the successful completion of a Diploma of Diagnostic Radiography, or the equivalent thereto.

An employee shall remain at this level until 3952 hours work has been completed.

**Grade 1.1 - (Proposed wage relativity to Technical Employee Grade 5 after completion of minimum rates adjustment and broadbanding adjustment = 125%)**

An employee at this level shall mean (subject to accelerated advancement) a person who has successfully completed a relevant Degree in Science or Applied Medical Science or the equivalent thereto or Diploma of Diagnostic Radiography or the equivalent thereto and who has completed 3952 hours work with the current employer or an employer providing a similar service.

**Grade 1.2 - (Proposed wage relativity to Technical Employee Grade 5 after completion of minimum rates adjustment and broadbanding adjustment = 130%)**

An employee at this level shall mean (subject to accelerated advancement) a person who has successfully completed a relevant Degree in Science or Applied Medical Science or the equivalent thereto or Diploma of Diagnostic Radiography or the equivalent thereto and who has completed 5928 hours work with the current employer or an employer providing a similar service.

**Grade 1.3 - (Proposed wage relativity to Technical Employee Grade 5 after completion of the minimum rates adjustment and broadbanding adjustment = 135%)**

An employee at this level shall mean (subject to accelerated advancement) a person who has successfully completed a relevant Degree in Science or Applied Medical Science or the equivalent thereto or Diploma of Diagnostic Radiography or the equivalent thereto and who has completed 7904 hours work with the current employer or an employer providing a similar service.

**Grade 1.4 - (Proposed wage relativity to Technical Employee Grade 5 after completion of the minimum rates adjustment and broadbanding adjustment = 145%)**

An employee at this level shall mean (subject to accelerated advancement) a person who has successfully completed a relevant Degree in Science or Applied Medical Science or the equivalent thereto or Diploma of Diagnostic Radiography or the equivalent thereto and who has completed 9880 hours work with the current employer or an employer providing a similar service.

**Grade 1.5 - (Proposed wage relativity to Technical Employee Grade 5 after completion of the minimum rates adjustment and broadbanding adjustment = 150%)**

An employee at this level shall mean (subject to accelerated advancement) a person who has successfully completed a relevant Degree in Science or Applied Medical Science or the equivalent thereto or Diploma of Diagnostic Radiography or the equivalent thereto and who has completed 11856 hours work with the current employer or an employer providing a similar service.

**Grade 1.6 - (Proposed wage relativity to Technical Employee Grade 5 after completion of the minimum rates adjustment and broadbanding adjustment = 160%)**

An employee at this level shall mean (subject to accelerated advancement) a person who has successfully completed a relevant Degree in Science or Applied Medical Science or the equivalent thereto or Diploma of Diagnostic Radiography or the equivalent thereto and who has completed 13832 hours work with the current employer or an employer providing a similar service.

**Grade 1.7 - (Proposed wage relativity to Technical Employee Grade 5 after completion of the minimum rates adjustment and broadbanding adjustment = 170%)**

An employee at this level shall mean a Grade 1.6 employee who applies skills acquired through the successful completion of a relevant postgraduate qualification which may include the completion of the necessary criteria to be a:

- Fellow of the Australian Institute of Medical Scientists;
- Member of the Australian Association of Clinical Biochemists;
- Fellow of the Australian Association of Clinical Biochemists;
- Fellow of the Australian Society for Microbiology.

**Grade 2 - (Proposed wage relativity to Technical Employee Grade 5 after completion of the minimum rates adjustment and broadbanding adjustment = 180%)**

An employee at this level shall mean an employee appointed at this level by the employer and who meets the minimum criteria for a Professional Employee Grade 1.1 and who is responsible for assisting a Professional Employee Grade 3 in all or designated components of the management and administration of a department.

**Grade 3 - (Proposed wage relativity to Technical Employee Grade 5 after completion of minimum rates adjustment and broadbanding adjustment = 210%)**

An employee at this level shall mean an employee appointed at this level by the employer and who meets the minimum criteria for a Professional Employee Grade 1.1 and who is responsible for the following:

- to supervise and control departmental procedures carried out by the professional and/or technical employees;
- to be responsible for the general management and administration of the department;

- to perform more complex procedures and control the project work of the department;
- to originate and develop new and improved techniques, methods and standards and to make decisions on the techniques and methods required for more complex procedures;
- to supervise and direct the training of employees within the department;
- to identify departmental equipment requirements and to maintain all departmental equipment;
- to maintain the departmental consumable requirements;
- to perform other duties as directed.

### **(B) GENERAL DEFINITIONS**

**'Accelerated advancement'** means:

(i) Professional Employee

Where a Professional Employee Grade 1.1 to 1.5 has obtained an appropriate and relevant postgraduate qualification by examination or thesis, and such qualification would advance the employee to Professional Employee Grade 1.7 if such employee was a Professional Employee Grade 1.6, then that employee shall advance one increment in the professional scale in recognition of the qualification.

**PROVIDED** that such employee shall not move beyond Professional Employee, Grade 1.7 as a result of this provision.

(ii) Technical Employee

Where a technical employee classified as a Cytology Technician Level 1.1 to 1.6 has successfully completed the examinations for membership of The Australian Society of Cytology, and such examinations would advance the employee to Cytology Technician Level 2 if such employee was Cytology Technician Level 1.7, then that employee shall advance one increment in the technical scale in recognition of the completion of the examinations.

**PROVIDED** that such employee shall not move beyond Technical Employee Grade 12 and specifically Cytology Technician, Level 2, as a result of this provision.

**'Casual employee'** means an employee engaged and paid as such, but whose term of engagement shall not exceed five days at any one time.

**'Part-time employee'** means an employee regularly engaged to work less hours per day or week than a full-time employee but does not include a casual employee.

**'Roster'** means a work pattern designed for a specific work area for all or any work performed outside the span of hours, 8.00am to 8.00pm, Monday to Friday but within the span of hours 7.00am to 11.00pm, Monday to Sunday, excluding work performed outside the span of hours and paid in accordance with Clause 22 - Overtime.

**'Show Day'** means not more than one local show day observed on an employee's ordinary working day, other than a Saturday or a Sunday, in the city, town or district in which the employee is employed; or such other day which, in the absence of such a local show day, is agreed on by the employee and the employer.

**'Union'** shall mean the Health Services Union of Australia, Tasmania No. 1 Branch.

**'Year of Service'** means 1976 hours of employment at the relevant classification contained in Clause 8 - Wages Rates of this award.

When calculating years of service to determine the appropriate grade, employment with an employer providing a similar service shall be counted.

## **8. WAGE RATES**

### 1. ADULT EMPLOYEES

An employee shall be classified on commencement in one of the classifications contained in this award and shall be paid not less than the weekly wage rate assigned to the relevant grade provided hereunder. The classification structure listed here shall be read in conjunction with the definitions set out in Clause 7 - Definitions of this award.

	Base Rate Relativity %	Base Rate \$	Safety Net Adjustment \$	Weekly Wage Rate \$
(i) Administrative Employee				
Grade 1	78	325.40	220.70	546.10
Grade 2	82	342.10	220.70	562.80
Grade 3	87.4	364.60	220.70	585.30
Grade 4	92.4	385.50	220.70	606.20
Grade 5	100	417.20	222.70	639.90
Grade 6	105	438.10	222.70	660.80
Grade 7	110	458.90	222.70	681.60
Grade 8	115	479.80	220.70	700.50
Grade 9	125	521.50	220.70	742.20
(ii) Operational Employee				
Grade 1	78	325.40	220.70	546.10
Grade 2	82	342.10	220.70	562.80
Grade 3	87.4	364.60	220.70	585.30
Grade 4	92.4	385.50	220.70	606.20
Grade 5	100	417.20	222.70	639.90
Grade 6	105	438.10	222.70	660.80
(iii) Technical Employee				
Grade 1	78	325.40	220.70	546.10
Grade 2	82	342.10	220.70	562.80
Grade 3	87.4	364.60	220.70	585.30
Grade 4	92.4	385.50	220.70	606.20
Grade 5	100	417.20	222.70	639.90
Grade 6	105	438.10	222.70	660.80
Grade 7	110	458.90	222.70	681.60
Grade 8	115	479.80	220.70	700.50
Grade 9	125	521.50	220.70	742.20
Grade 10	130	542.40	220.70	763.10
Grade 11	135	563.20	220.70	783.90
Grade 12	145	604.90	220.70	825.60

(iv) Professional Employee

Graduate Trainee	115	479.80	220.70	700.50
Grade 1.1	125	521.50	220.70	742.20
Grade 1.2	130	542.40	220.70	763.10
Grade 1.3	135	563.20	220.70	783.90
Grade 1.4	145	604.90	220.70	825.60
Grade 1.5	150	625.80	220.70	846.50
Grade 1.6	160	667.50	216.70	884.20
Grade 1.7	170	709.20	216.70	925.90
Grade 2	180	751.00	216.70	967.70
Grade 3	210	876.10	216.70	1092.80

2. JUNIOR EMPLOYEES

(a) Operational Employee

The minimum weekly wage rate to be paid to junior employees shall be the undermentioned percentages of the weekly wage rate prescribed for Operational Employee Grade 1.

**PROVIDED** that when determining the amount payable to an employee attaining the age of 21 years, who has been employed under this award, as a junior, experience obtained after reaching the age of 18 years shall be counted as adult experience.

	%
Under 17 years of age	50
17 years of age	60
18 years of age	70
19 Years of age	80
20 years of age	90

(b) Technical Employee and Administrative Employee

The minimum weekly wage rate to be paid to junior employees shall be the undermentioned percentages of the weekly wage rate prescribed for Administrative Employee Grade 3.

**PROVIDED** that when determining the amount payable to an employee attaining the age of 21 years, who has been employed under this award, as a junior, experience obtained after reaching the age of 18 years shall be counted as adult experience.

	%
Under 17 years of age	50
17 years of age	60
18 years of age	70
19 Years of age	80
20 years of age	90

### 3. MINIMUM WAGE

(a) Minimum Wage

No employee shall be paid less than the minimum wage.

(b) Amount of Adult Minimum Wage

- (i) The minimum wage for full-time adult employees is \$546.10 per week.
- (ii) Adults employed as part-time or casual employees shall continue to be entitled to receive the wage rate determined under the casual and part-time clauses of the award. Provided that such employees shall not be paid less than pro rata the minimum wage specified in subclause (b)(i) according to the number of hours worked.

(c) How the Minimum Wage Applies to Juniors

- (i) The wage rates provided for juniors by this award continue to apply unless the amount determined under subclause (c)(ii) is greater.
- (ii) The minimum wage for an employee to whom a junior rate of pay applies is determined by applying the percentage in the junior wage rates clause applicable to the employee concerned to the relevant amount in subclause (b)(i).

(d) Application of Minimum Wage to Certain Employees

Due to existing applicable award wage rates being greater than the relevant proportionate minimum wage, this clause will not apply to employees falling within the scope of the National Training Wage (Tasmanian Private sector) Award and Trainees undertaking an apprenticeship.

(e) Application of Minimum Wage to Award Rates Calculation

The minimum wage:

- (i) applies to all work in ordinary hours;
- (ii) applies to the calculation of overtime and all other penalty rates, superannuation, payments during sick leave, long service leave and annual leave, and for all other purposes of this award; and
- (iii) is inclusive of the arbitrated safety net adjustment provided by the July 2008 State Wage Case Decision (T13142 of 2008) and all previous safety net and state wage case adjustments.

## **9. ANNUAL LEAVE**

### (a) Period of Leave

A period of 28 consecutive days' leave shall be allowed annually to an employee after 12 months' continuous service (less the period of annual leave), excluding holidays with pay as prescribed in Clause 17 - Holidays With Pay.

**PROVIDED** that, by mutual agreement between the employer and the employee, leave may be taken in any combination providing one period is at least seven consecutive days (i.e. five working days).

### (b) Additional Leave

A full time employee required to work in accordance with a roster shall, in addition to the annual leave prescribed in subclause (a), be allowed 38 hours leave, to be taken in a period of seven consecutive days including non-working days.

A part-time employee required to work in accordance with a roster shall, in addition to the annual leave prescribed in subclause (a), be allowed additional leave equal to the number of hours such employee would normally work in one week. Such additional leave to be taken in one consecutive period of seven days including non-working days.

**PROVIDED** that to receive such additional leave the employee shall work ordinary hours of work on not less than 10 Saturdays and 10 Sundays during any one leave year.

**PROVIDED FURTHER** that all employees before going on leave available under this subclause, shall be paid the amount of wages they would have received had they worked a projected roster.

### (c) Payment for Period of Leave

(i) All employees, before going on annual leave, other than casual employees or part-time employees who attract a 20 per cent loading in lieu of the provisions of Clause 9 - Annual Leave, Clause 26 – Personal Leave and Clause 17 - Holidays with Pay shall be paid the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on leave during the relevant period.

(ii) In addition thereto, all employees shall receive a loading of 17.5% of ordinary time earnings. The loading herein prescribed shall not apply to proportionate leave on termination of service.

(d) Proportionate Leave on Termination of Service

A weekly employee who lawfully leaves the employment or who is dismissed, except for misconduct or neglect of duty, shall be paid 12.66 hours for each completed month of continuous service less any leave taken in advance.

(e) Single Day Annual Leave

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of single day annual leave absences, provided that:

- (i) An employee may elect, with the consent of the employer, to take annual leave in single day periods or part of a single day not exceeding a total of five days in any calendar year at a time or times agreed between them.
- (ii) Access to annual leave, as prescribed in paragraph (i) above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (iii) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (iv) An employee or the employees may choose to request a union party to this award, to represent their interests in negotiations referred to in paragraph (i) of this subclause.
- (v) Once a decision has been taken to introduce an enterprise system of single day annual leave, in accordance with this subclause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.
- (vi) An employer shall record these short term annual leave arrangements in the time and wages book.

**10. BEREAVEMENT LEAVE**

(a) Paid Leave Entitlement

An employee shall on the death of a member of the employee's immediate family, or a member of the employee's household be entitled upon application being made to, and approved by the employer, to leave up to and including the day of the funeral of such relative and such leave will be without deduction of pay not exceeding the number of ordinary hours worked by the employee in three ordinary days.

Proof of such death, in the form of a death notice or other written evidence, shall be furnished by the employee to the satisfaction of the employer.

**PROVIDED** that no such payment shall be made in respect of an employee's rostered days off.

**PROVIDED FURTHER** that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

(b) The term '**immediate family**' includes:

- (i) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and
- (ii) child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including foster parent, step parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse of the employee.

(b) Unpaid Bereavement Leave

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

(c) Casual Employees and Employees in Receipt of a Loading in lieu of Paid Leave

- (i) Subject to the evidentiary requirements in subclause (a), casual employees and employees in receipt of a loading in lieu of paid leave are entitled to not be available to attend work, or to leave work upon the death in Australia of an immediate family or household member.
- (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Casual employees and employees in receipt of a loading in lieu of paid leave are 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 entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

## **11. BREAKAGES**

Except in cases of proved carelessness, an employee shall not be required to pay for any breakages occurring in the ordinary course of the employees specified duties.

## **12. CASUAL EMPLOYEES**

- (a) The minimum hourly rates that shall be paid to a casual employee shall be one thirty-eighth of the ordinary rate of pay specified in Clause 8 - Wage Rates hereof, and in addition thereto 20 per centum which shall be in lieu of annual leave, sick leave and holidays with pay.
- (b) Penalty rates prescribed elsewhere in this award shall apply to casual employees.

The 20 per centum prescribed in subclause (a) of this clause shall be paid for all hours worked including times when penalty rates apply provided that all penalty additions shall be calculated on the ordinary rate of pay (i.e. the wage rate contained in Clause 8 - Wage Rates or the hourly rate of one thirty-eighth of the wage rate in Clause 8 - Wage Rates).

- (c) Unless otherwise mutually agreed to the contrary, a casual employee other than an Operational Employee Level 2 and Operational Employee Level 3, shall be paid as for a minimum of four hours work on any day.

## **13. CONSULTATIVE PROCEDURES**

- (a) The parties to this award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industry and establishments covered by Clause 2 - Scope and to enhance the career opportunities and job security of employees in the industry and establishments.
- (b) At each enterprise or establishment, the employer, the employees and the union, shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of that enterprise or establishment. Measures raised by the employer, employees or union for consideration consistent with the objectives of subclause (a) herein shall be processed through that consultative mechanism and procedures.

## **14. CONTRACT OF EMPLOYMENT**

With the exception of employees engaged as specified in Clause 12 - Casual Employees hereof, all employment shall be by the week and the employment of an employee will not be terminated except for misconduct or neglect of duty which would justify instant dismissal without at least one week's notice being given by the employer to the employee and the employee shall likewise give to the employer one week's notice of the employees intention to terminate the employees employment. If one week's notice not be given by the employer or employee, one week's wages shall be paid or forfeited as the case may be.

An employee shall be entitled to receive on request a reference on termination of services. Such reference shall contain at least the commencing and finishing dates of service and shall become the absolute property of the employee.

## **15. ENTERPRISE FLEXIBILITY**

- (a) Notwithstanding anything contained in this award, but subject to the provisions of this clause, an agreement may be entered into between an employer and all or some of the employees engaged by that employer.
- (b) An agreement shall be subject to the following requirements:
  - (i) the majority of employees affected by the change must genuinely agree to the change;
  - (ii) the agreement taken as a whole shall not confer a lesser benefit to any employee than is available under the award;
  - (iii) the relevant union or unions shall be advised by the employer of the intention to commence discussions with employees on an agreement under this clause;
  - (iv) the relevant union or unions shall not unreasonably oppose any agreement.
- (c) Any enterprise agreement shall be signed by the parties, being the employer and the union or unions, and contain the following:
  - (i) the term of the agreement;
  - (ii) the parties covered by the agreement;
  - (iii) the classes of employees covered by the agreement;
  - (iv) the means by which a party may retire from the agreement;
  - (v) the means by which the agreement may be varied;
  - (vi) where appropriate, the means by which any dispute arising in respect to the agreement may be resolved.
- (d) Any agreement which seeks to vary a provision of this award shall be referred to the Tasmanian Industrial Commission.

## **16. HIGHER DUTIES**

An employee engaged continuously for four hours or more on duties carrying a higher rate than his/her ordinary classification shall be paid the higher rate for such day.

If for less than four hours he/she shall be paid the higher rate for the time so worked.

## **17. HOLIDAYS WITH PAY**

- (a) All employees (other than employees who receive a 20 per cent loading in lieu of the provisions contained in Clause 9 - Annual Leave, Clause 26 - Personal Leave and Clause 17 - Holidays with Pay) shall be allowed the following days as paid holidays: New Year's Day, Australia Day, Hobart Regatta Day (south of Oatlands), Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day, the first Monday in November (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day.
- (b) Payment for the holidays mentioned in subclause (a) which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when if it were not for such holiday, the employee had been at work.
- (c) Payment to an employee for work performed on holidays mentioned in subclause (a) shall be at the rate of double time and one half.
- (d) Subject to agreement being reached between the employer and employee(s) concerned, time off may be allowed in lieu of payment of penalties. The amount of time off shall be calculated on the basis of the appropriate penalty rate.

**PROVIDED** that at all times the employees shall have the right to consult with his/her appropriate union before entering into such an agreement.

**PROVIDED FURTHER** that for the purpose of this clause each days holiday with pay shall stand alone.

## **18. HOURS**

- (a) Subject to Clause 28 - Roster the ordinary hours of work for full-time employees shall be 38 per week to be worked in no more than five consecutive days and not less than four consecutive days between the hours of 8.00am and 8.00pm Monday to Friday (subject to subclause (d)).
- (b) An employee shall not be required to work ordinary hours in excess of eight consecutive hours in any one day (excluding meal breaks).

**PROVIDED** that by agreement between the employer and the employee, an employee may work to a maximum of 9½ consecutive hours in any one day (excluding meal breaks).

**PROVIDED FURTHER** that an employee shall only be required to work one engagement of consecutive hours (excluding meal breaks) on any one day.

- (c) An employee, who has ordinary hours of work on any day concluding after 7.00pm, shall be paid a loading of 15 per cent on the hourly rate for all hours worked on that day.
- (d) An employee shall work, in accordance with a roster, subject to Clause 28 - Roster, where any or all of their ordinary hours of work are outside the span of hours 8.00am to 8.00pm Monday to Friday.
- (e) Make Up Time

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of make up time provided that:

- (i) An employee may elect, with the consent of the employer, to work 'make up time' under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award.
- (ii) An employee on shift work may elect, with the consent of their employer, to work 'make up time' under which the employee takes time off during ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.
- (iii) An employee or the employees may choose to request a union party to this award, to represent their interests in negotiations referred to in paragraph (i) of this subclause.
- (iv) Once a decision has been taken to introduce an enterprise system of make up time, in accordance with this subclause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.
- (v) An employer shall record make up time arrangements in the time and wages book at each time this provision is used.

- (f) Rostered Days Off

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of Rostered Days Off (RDOs) to provide that:

- (i) An employee may elect, with the consent of the employer, to take a RDO at any time.
- (ii) An employee may elect, with the consent of the employer, to take RDOs in part day amounts.

- (iii) An employee may elect, with the consent of the employer, to accrue some or all RDOs for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed by the employer, or subject to the reasonable notice by the employee to the employer.
- (iv) An employee or the employees may choose to request a union party to this award, to represent their interests in negotiations referred to in paragraph (i) of this subclause.
- (v) Once a decision has been taken to introduce an enterprise system of RDO flexibility, in accordance with this subclause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.
- (vi) An employer shall record RDO arrangements in the time and wages book at each time this provision is used.

## **19. MEAL ALLOWANCE**

Where an employee is called upon to work overtime for more than one and one-half hours after the usual time for finishing work the sum of \$14.60 shall be paid for a meal in addition to overtime rates.

## **20. MEAL AND REST PERIOD**

- (a) Employees shall not be required to work for more than five hours without a meal break of at least 60 minutes duration.

**PROVIDED** that by agreement between the employer and the employee, the duration of the meal break may be altered to be not less than 30 minutes.

- (b) Employees shall be allowed a rest period between the start of work and the meal break and a rest period between the resumption of work after the meal break and the cessation of work for the day. Each rest period shall be of 10 minutes duration.

## **21. OCCUPATIONAL SUPERANNUATION**

- (a) Contributions

- (i) The employer shall make an occupational superannuation contribution equivalent to 3 per cent of ordinary time earnings into the funds known as TASPLAN or HESTA in respect of all eligible employees as from the first full pay period on or after 29 April 1993 provided that in the case of all eligible casual and part-time employees contributions shall only be made where the employee works at least 38 hours during a fund billing statement month.

(ii) Notwithstanding anything elsewhere contained in this clause an employee who is able to demonstrate to the employer their bona fide membership of the religious fellowship known as Exclusive Bretheren shall have the contributions defined in paragraph (a)(i) of this clause paid into the fund known as C.I.S. Superannuation Deed BR1188 being a scheme approved by the Insurance and Superannuation Commission.

(b) Definitions

**'Eligible employee'** means an employee for whom a classification appears in this award whether employed on a full-time, part-time or casual basis and who has had at least three months continuous service with the employer. Where an eligible employee has completed at least three months continuous service with the employer then the superannuation contributions shall be made from the date the employee commenced employment.

**'HESTA'** means the Health Employees Superannuation Trust Australia established by Trust Deed on 30 July 1987.

**'Ordinary time earnings'** shall include an employee's classification rate, overaward payment, 15 per cent loading, casual loading and any permanent all purpose work-related allowance but shall exclude overtime payments, annual leave loading, annual or long service leave payments on termination and allowances paid as a reimbursement of expense.

**'TASPLAN'** shall be an approved fund established by Trust Deed made on 24 March 1987.

## **22. OVERTIME**

(a) For all time of duty before the usual time for commencing work or after the usual time for ceasing work or for work performed outside the ordinary hours of duty, payment shall be made at the rate of double time.

**PROVIDED** that the penalty addition shall be calculated on the ordinary rate of pay in the case of an employee who receives a loading of 20 per centum in lieu of the provisions contained in Clause 9 - Annual Leave, Clause 26 - Personal Leave and Clause 17 - Holidays with Pay.

(b) Overtime shall not be payable unless the period of time worked in excess of the ordinary hours exceeds 15 minutes on any day and the overtime is worked on the orders of the employer or the employers representative.

(c) Time Off In Lieu of Payment

Notwithstanding provisions elsewhere in this award the employer and the majority of employees at an enterprise may agree to establish a system of time off in lieu of overtime provided that:

- (i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (ii) Overtime taken as time off shall be taken at the penalty equivalent.
- (iii) An employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime as prescribed in this clause for any overtime worked under this subclause where such time has not been taken within four weeks of accrual.
- (iv) An employee or the employees may choose to request a union party to this award, to represent their interests in negotiations referred to in paragraph (i) of this subclause.
- (v) Once a decision has been taken to introduce an enterprise system of time off in lieu in accordance with this subclause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.
- (vi) An employer shall record time off in lieu arrangements in the time and wages book at each time this provision is used.

### **23. PARENTAL LEAVE**

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

#### (a) Definitions

For the purposes of this clause:

- (i) **'Child'** means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the parent of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- (ii) **'Continuous service'** means service under an unbroken contract of employment and includes:
  - (1) any period of leave taken in accordance with this clause;
  - (2) any period of part-time employment worked in accordance with this clause; or

- (3) any period of leave or absence authorised by the employer or by the award.
  - (iii) **'Employee'** includes a part-time employee but does not include an employee engaged upon casual work, unless that work has been under a continuous contract of employment of at least 12 months.
  - (iv) **'Female employee'** means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
  - (v) **'Male employee'** means an employed male who is caring for a child borne of his spouse or a child placed with the employee for adoption purposes.
  - (vi) **'Primary care-giver'** means a person who assumes the principal role of providing care and attention to a child.
  - (vii) **'Spouse'** includes a de facto or a former spouse.
- (b) Entitlement
- (i) After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For mothers, maternity leave provisions apply and for male employees, paternity leave provisions apply. Adoption leave provisions apply in the case of adoption.
  - (ii) Subject to subclause (c) (vi), parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
    - (1) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
    - (2) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.
  - (iii) Unless otherwise agreed between the employee and the employer, parental leave shall be granted and taken in accordance with the notice given by the employee as specified below.
- (c) Maternity Leave
- (i) An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
    - (1) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least 10 weeks;

- (2) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least 4 weeks.
- (ii) Where the employee gives notice under (d) (i) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse, and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- (iii) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or other compelling circumstances.
- (iv) An employee may commence maternity leave at any time within six weeks immediately prior to the expected date of birth.
- (v) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- (vi) Special Maternity Leave
  - (1) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
  - (2) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, special maternity leave.
  - (3) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid personal leave to which she is then entitled and such further unpaid special maternity leave as a registered medical, practitioner certifies as necessary before her return to work. The aggregate of paid personal leave, special maternity leave and parental leave, including paternity leave taken by her spouse, may not exceed 52 weeks.
- (vii) Transfer to a safe job
  - (1) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the

employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

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

(d) Paternity Leave

- (i) A male employee will provide to the employer at least 10 weeks prior to each proposed period of paternity leave:

- (1) that a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place, and
- (2) written notification of the proposed dates on which the period of paternity leave will start and finish and
- (3) a statutory declaration stating:
  - (A) that period of paternity leave will be taken to become the primary care-giver of a child;
  - (B) particulars of any period of maternity leave sought or taken by the mother, and
  - (C) that for the period of paternity leave, the employee will not engage in any conduct inconsistent with their contract of employment.
- (4) The employee will not be in breach of this subclause if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

(e) Adoption leave

- (i) The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (ii) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

- (1) the employee is seeking adoption leave to become the primary caregiver of the child;
  - (2) particulars of any period of adoption leave sought or taken by any other person in respect of that child, and
  - (3) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- (iii) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
  - (iv) Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
  - (v) An employee will not be in breach of this subclause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of an adoptive parent or other compelling circumstances.
  - (vi) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should 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. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

(f) Parental Leave and Other Entitlements

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

(g) Part time Work

(i) Entitlement

With the agreement of the employer:

- (1) An employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.

- (2) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

(ii) Effect of Part-time Employment on Continuous Service

Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

(iii) Pro Rata Entitlements

Subject to the provisions of this subclause and the matters agreed to in accordance with this subclause, part-time employment shall be in accordance with the provisions of this award which shall apply pro rata.

(iv) Transitional Arrangements - Annual Leave

- (1) An employee working part-time under this subclause shall be entitled to any leave accrued in respect of a period of full-time employment, as if the employee was still working full-time, in the position held prior to taking leave.

- (2) (A) A full-time employee shall be entitled to annual leave accrued in respect of a period of part-time employment under this subclause, as if the employee was working part-time in the position held, immediately before resuming full-time work.

- (B) **PROVIDED** that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

(v) Transitional Arrangements - Personal Leave

An employee working part-time under this subclause shall have personal leave entitlements which have accrued under this award (including any entitlements accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

(vi) Part-time Work Agreement

- (1) Before commencing a period of part-time employment under this subclause the employee and the employer shall agree:

- (A) that the employee may work part-time;

- (B) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
- (C) upon the classification applying to the work to be performed; and
- (D) upon the period of part-time employment.

(2) The terms of this agreement may be varied by consent.

(3) The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

(4) The terms of this agreement shall apply to the part-time employment.

(vii) Termination of Employment

(1) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

(2) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

(viii) Extension of Hours of Work

An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with paragraph (vi).

(ix) Nature of Part-time Work

The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this award.

(x) Inconsistent Award Provisions

An employee may work part-time under this clause notwithstanding any other provisions of this award which limits or restricts the circumstances in which

part-time employment may be worked or the terms upon which it may be worked including provisions:

- (1) limiting the number of employees who may work part-time;
- (2) establishing quotas as to the ratio of part-time to full-time employees;
- (3) prescribing a minimum or maximum number of hours a part-time employee may work; or
- (4) requiring consultation with, consent of or monitoring by a union;

and such provisions do not apply to part-time work under this clause.

(h) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on parental leave or working part time in accordance with this clause.
- (ii) A replacement employee may be employed part-time. The provisions of this subclause in relation to annual leave and personal leave apply to the part-time employment of replacement employees.
- (iii) Before an employer engages a replacement employee under this paragraph, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced. Specifically, the employer must advise that the period of engagement is subject to variation or change in the event that the employee on leave exercises the right to vary the period of leave.
- (iv) Unbroken service as a replacement employee shall be treated as continuous service.
- (v) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(i) Return to Former Position after a Period of Parental Leave or Part Time Work

Unless other wise agreed between employee and employer, and consistent with the provisions of this clause:

- (i) An employee will give at least four weeks' notice prior of their intention to return to work after a period of parental leave or part time work in accordance with this clause.
- (ii) An employee will be entitled to the position which they held immediately before proceeding on parental leave or part time work. In the case of an employee transferred to a safe job pursuant to subclause (c)(vii) of this

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

- (iii) During the period of parental leave an employee shall be entitled to return to work at any time, as agreed between the employer and the employee, provided that the employer may require notice of not more than four weeks.
- (iv) An employee shall be entitled to extend the period of parental leave on one occasion, provided that the employer may require notice of not more than four weeks.

By mutual agreement between the employee and the employer, the period of leave may be further extended.

(j) Redundancy

- (i) If a position held by an employee prior to taking parental leave is likely to be made redundant before the employee returns to work, the employer must advise the employee of the impending redundancy, provide an opportunity for consultation and shall not disadvantage the employee by virtue of the taking of parental leave.
- (ii) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

(k) Right To Request Variation To Parental Leave Provision

- (i) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:
  - (1) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
  - (2) to extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
  - (3) 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 shall 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 adequate replacement staff, loss of efficiency and the impact on customer service.

(l) Communication During Parental Leave

- (i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
  - (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (ii) The employee shall 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 shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subparagraph (l)(i)(1).

**24. PART-TIME EMPLOYEES**

- (a) The wage rates payable per hour for a part-time employee shall be one thirty-eighth of the relevant wage rate set out in Clause 8 - Wage Rates.
- (b) Part-time employees engaged to work 20 or more hours per week shall be entitled to the provisions contained in Clause 9 - Annual Leave, Clause 26 - Personal Leave and Clause 17 - Holidays with Pay.

**PROVIDED** that payment therefore shall be made at the rate normally paid to such employee for a similar period of time worked.

**PROVIDED FURTHER** that by agreement between the employer and employee, an additional 20 per centum may be paid in lieu of the provisions contained in Clause 9 - Annual Leave, Clause 26 - Personal Leave and Clause 17 - Holidays with Pay.

- (c) Part-time employees engaged to work less than 20 hours per week shall be paid per hour one thirty-eighth of the ordinary rate of pay, plus an additional 20 per centum.

Such payment being in lieu of the provisions contained in Clause 9 - Annual Leave, Clause 26 - Personal Leave and Clause 17 - Holidays with Pay.

**PROVIDED** that, by agreement between the employer and the employee pro-rata annual leave, sick leave and holidays with pay (as prescribed in Clause 9 - Annual Leave, Clause 26 - Personal Leave and Clause 17 - Holidays with Pay) may be provided in lieu of the additional 20 per centum.

- (d) Penalty rates prescribed elsewhere in this award shall apply to part-time employees.

In the case of a part-time employee in receipt of an additional 20 per centum in accordance with subclauses (b) and (c) hereof, the 20 per centum shall be paid for all hours worked including times when penalty rates apply provided that all penalty additions shall be calculated on the ordinary rate of pay (i.e. the wage rate contained in Clause 8 - Wage Rates or the hourly rate of one thirty-eighth of the wage rate contained in Clause 8 - Wage Rates).

- (e) Unless otherwise mutually agreed to the contrary, a part-time employee shall be paid as for a minimum of four hours worked on any day.

## **25. PAYMENT OF WAGES**

- (a) Wages shall be paid during working hours and not later than Thursday of each week or fortnight.

**PROVIDED** that subject to agreement being reached between the employer and the majority of employees concerned, wages may be paid by Electronic Funds Transfer no later than Thursday each week and/or each fortnight. If Electronic Funds Transfer is agreed to, wages shall be deposited into an account nominated by the employee and the employer shall pay all costs associated with the transfer and one withdrawal per pay period.

- (b) On, or prior to pay day, if requested by the employee in writing, the employer shall state to the employee, the amount of wages to which he/she is entitled, the amount of tax deductions made therefrom, the amount of any other deductions made therefrom, and the net amount being paid to the employee.

## **26. PERSONAL LEAVE**

The provisions of this clause apply to an employee, other than one engaged as a casual or part-time employee in receipt of a loading in lieu of an entitlement to paid leave as specified in Clause 24 – Part-Time Employees. The entitlements of casual employees and employees in receipt of a loading in lieu of an entitlement to paid leave are set out in subclause (i) – Casual Employees and Employees in Receipt of a Loading in lieu of Paid Leave – Caring Responsibilities.

- (a) Definitions

The term '**immediate family**' includes:

- (i) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and
  - (ii) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- (b) Amount of Paid Personal Leave
- (i) Paid personal leave is available to an employee, when they are absent:
    - (1) due to personal illness or injury; or
    - (2) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.
  - (ii) An employee, other than an employee receiving an additional 20 per centum in lieu of the provisions contained in Clause 9 - Annual Leave and Clause 17 - Holidays with Pay and this clause, who is absent from work on account of personal illness or on account of injury by accident shall be entitled to leave of absence without deduction of pay.
  - (iii) The employee shall not be entitled in any year to personal leave in excess of 76 hours of ordinary working time in the case of a full-time employee or a pro-rata amount in the case of a part-time employee.

**PROVIDED** that during the first three months of employment, personal leave shall accrue on the basis of 6.33 hours for each completed calendar month of service with the employer.
  - (iv) For the purpose of administering paragraph (b)(iii) of this clause, an employer may within one month of this award coming into operation or within two weeks of the employee entering his/her employment require an employee to make a sworn declaration or other written statement as to what paid leave of absence he/she has had from any employer during the then current year and upon such statement the employer shall be entitled to rely and act.
  - (v) Personal leave shall accumulate from year to year so that any balance of the period specified in paragraph (b)(iii) of this clause which has in any year not been allowed to an employee by an employer as paid personal leave shall be credited to the employee and, subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the personal leave prescribed in respect of that year.

(vi) An employer shall not be required to make any payment in respect of accumulated personal leave credits to an employee who is discharged or leaves his/her employment, or for any time an employee is absent from work without producing satisfactory evidence of personal illness.

(c) Personal Leave for Personal Injury or Sickness

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

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

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

Leave may be taken for part of a single day.

(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 paragraph (d)(i), beyond the limit set out in paragraph (d)(i). In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

(e) Employee Must Give Notice

The employee shall, within one hour of the commencement of his/her normal working day, inform the employer of the inability to attend for work and, as far as may be practicable, state the nature of the illness or injury and the estimated duration of the absence.

(f) Evidence Supporting Claim

(i) The employee shall prove to the satisfaction of the employer (or in the event of a dispute, the Tasmanian Industrial Commission) that he/she was unable on account of such illness or injury to attend for work on the day or days for which the personal leave is claimed.

(ii) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

(h) Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements of subclauses (e) and (f) are met.

(i) Casual Employees and Employees in Receipt of a Loading in lieu of Paid Leave – Caring Responsibilities

(i) Subject to the evidentiary and notice requirements in subclauses (e) and (f), casual employees and employees in receipt of a loading in lieu of paid leave, are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

(ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Casual employees and employees in receipt of a loading in lieu of paid leave are 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 entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

## **27. PROBATION**

An employee may be engaged on probation for a period not exceeding 494 working hours.

At the expiration of the probation period, employment shall continue unless the work performance of the employee is unsatisfactory.

## **28. ROSTER**

(a) Employees required to work ordinary hours outside the span of hours 8.00am to 8.00pm Monday to Friday shall be worked in accordance with a roster established in accordance with this clause.

**PROVIDED** that the span of ordinary hours for an employee working in accordance with a roster shall be 7.00am to 11.00pm Monday to Sunday.

- (b) An employee working in accordance with a roster shall not be required to work ordinary hours in excess of eight consecutive hours in any one day (excluding meal breaks).

**PROVIDED** that by agreement between the employer and the employee, an employee may work to a maximum of 9 1/2 consecutive hours in any one day (excluding meal breaks).

**PROVIDED FURTHER** that an employee shall only be required to work one engagement of consecutive hours (excluding meal breaks) on any one day.

- (c) Where a roster is established in accordance with this clause, such roster shall be documented setting out clearly the names of the employees required to work in accordance with such roster the days, dates and hours during which each employee is required to attend for duty.
- (d) An employee required to work in accordance with a roster, who works part or all of their ordinary hours between 7.00pm and 11.00pm Monday to Friday shall be paid a loading of 15 per cent on the hourly rate for all hours worked on such day.
- (e) A roster established in accordance with this clause shall:
  - (i) not require an employee to work more than eight hours each day subject to agreement being reached otherwise in accordance with Clause 18 - Hours;
  - (ii) provide for not more than eight days to be worked in any nine consecutive days;
  - (iii) not be changed until after four weeks notice or in the case of an individual employee shall not be changed except on one weeks notice of such change or the payment of two weeks pay in lieu of notice in accordance with the employees previous roster;
  - (iv) provide for a minimum of two consecutive days off each week except where, by mutual agreement between the employer and the employee(s) concerned alternative arrangements are made.

## **29. SATURDAY, SUNDAY AND HOLIDAY WORK**

Employees for working ordinary hours on either Saturday, Sunday or the holidays with pay provided for in Clause 17 - Holidays with Pay shall receive the following:

- (a) Saturday

For ordinary hours worked an employee shall be paid at the rate of time and one half the ordinary rate of pay.

**PROVIDED** that, by agreement between the employer and the employee, time off in lieu may be taken at the penalty equivalent.

(b) Sunday

For ordinary hours worked an employee shall be paid at the rate of double the ordinary rate of pay.

**PROVIDED** that, by agreement between the employer and the employee, time off in lieu may be taken at the penalty equivalent.

(c) Holidays with Pay

For ordinary hours worked an employee shall be paid at the rate of double time and one half the ordinary rate of pay.

**PROVIDED** that, by agreement between the employer and the employee, time off in lieu may be taken at the penalty equivalent.

(d) The minimum period of engagement for working ordinary hours on Saturday, Sunday or a Holiday with Pay is four hours.

### **30. TOOLS, MATERIAL AND EQUIPMENT**

The employer shall provide, for the use by employees, all necessary appliances, materials and equipment for all duties performed at work.

### **31. UNIFORMS**

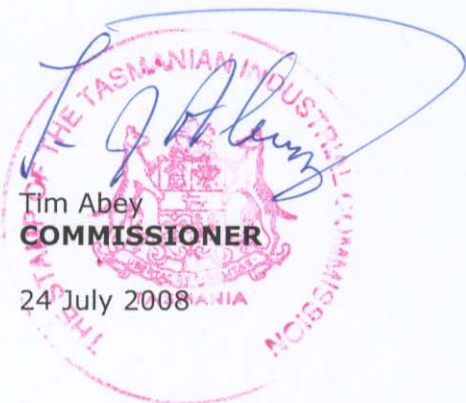
(a) Sufficient and serviceable uniforms shall be provided free of cost to all employees required to wear uniforms, or if the employee provides his/her uniforms he/she shall be paid an allowance of \$2.80 per week. Uniforms shall be laundered at the expense of the employer or an allowance of \$2.90 per week paid to the employee.

(b) An employee, who has been supplied with a uniform by the employer shall, on leaving the service of the employer, return any uniform or part thereof which is still in use by him/her immediately prior to him/her leaving the employment.

(c) All employees shall be notified in writing as to whether or not they are required to wear uniforms.

### **32. VEHICLE ALLOWANCE**

An employee required by the employer to use his/her private vehicle in the course of duty shall be paid an allowance in accordance with the General Conditions of Employment Award (or its successor) of the Tasmanian Industrial Commission.



Tim Abey  
**COMMISSIONER**  
24 July 2008