

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – ss. 140G and 140GC – Variation of modern award
ss. 140G(3)(a) and 140GC(2)(a) – Commission acting on its own initiative

**HOSPITAL AND HEALTH SERVICE GENERAL EMPLOYEES
(QUEENSLAND HEALTH) AWARD – STATE 2015**

Matter No. MA/2016/13

DEPUTY PRESIDENT O'CONNOR
DEPUTY PRESIDENT SWAN
INDUSTRIAL COMMISSIONER THOMPSON

1 March 2017

DETERMINATION

This matter coming on for hearing before the Commission at Brisbane on 1 March 2017 this Commission orders that the said Award be varied as follows as from 1 March 2017:

1. By deleting clause 1 and inserting the following in lieu thereof:

- 1. Title**

- This Award is known as the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015*.

2. By deleting clause 2 and inserting the following in lieu thereof:

- 2. Operation**

- This Award operates from 30 November 2015.

3. In clause 3:

- (a) By deleting the definition of "accrued day off" and inserting the following in lieu thereof:

- accrued day off** means a day, other than a rostered days off, on which an employee is not rostered for duty as a result of time accrued under the method of working ordinary hours implemented in accordance with clauses 15.1 or 15.2

- (b) By deleting the definition of "Act" and inserting the following in lieu thereof:

- Act** means the *Industrial Relations Act 2016*

- (c) By deleting the definition of "commission" and inserting the following in lieu thereof:

- Commission** means the Queensland Industrial Relations Commission

- (d) By deleting the definition of "employer" and inserting the following in lieu thereof:

employer means:

- (a) the chief executive of the department; or
- (b) a hospital and health service,

in their capacity as the employer of employees covered by this Award

- (e) By deleting the definition of "QES" and inserting the following in lieu thereof:

QES means the Queensland Employment Standards contained in Part 3 of Chapter 2 of the Act

- (f) By deleting the definition of "rostered day/s off" and inserting the following in lieu thereof:

rostered day off means:

- for an employee whose ordinary hours of duty are Monday to Friday: Saturday and Sunday
- for an employee whose ordinary hours of duty include a Saturday and/or Sunday: one of the two days each week, or four days each fortnight, that the employee is not rostered for duty in accordance with clause 15.1(h). Depending on the working arrangements, a Saturday and/or Sunday may also be a rostered day off

- 4. By deleting clause 4.1(a) and inserting the following in lieu thereof:

- (a) those employees described in Schedules 2, 3, 4, 5 and 6 of this Award; and

- 5. By deleting clause 4.2 and inserting the following in lieu thereof:

4.2 Directives which apply to employees covered by this Award

In addition to conditions of employment provided in this Award, Schedule 9 provides for entitlements under directives that:

- (a) have been extended to certain employees covered by this Award by the operation of Schedule 3 of the *Public Service Regulation 2008*; and
- (b) apply to employees, as a term of this Award, until 30 November 2017.

- 6. By deleting clause 5 and inserting the following in lieu thereof:

5. The Queensland Employment Standards and this Award

This Award together with the QES provide for a minimum safety net of enforceable conditions of employment for employees covered by this Award.

- 7. By deleting clause 6.1(c) and inserting the following in lieu thereof:

- (c) Any proposed genuine agreement reached between the chief executive and employees in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 4 of the Act and is to have no force or effect until approval is given.

- 8. By deleting clause 6.2(d) and inserting the following in lieu thereof:

- (d) In determining the outcome from facilitative provisions neither party should unreasonably withhold agreement.

9. By deleting clause 6.2(f) and inserting the following in lieu thereof:
- (f) Where a provision refers to agreement by the majority of employees affected, all employees directly affected shall be consulted. This consultation shall be undertaken where practicable as a group, or in groups. Should the consultation process identify employees with specific concerns which relate to either equity or occupational health and safety issues, such concerns may be catered for on an individual basis subject to operational requirements.
10. By deleting clauses 7.1(d)(ii) and inserting the following in lieu thereof:
- (ii) if the matter is not resolved as per clause 7.1(d)(i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;
11. By deleting clause 7.1(d)(iv) and inserting the following in lieu thereof:
- (iv) if the matter is not resolved then it may be referred by either party to the Commission.
12. By deleting clause 7.1(e) and inserting the following in lieu thereof:
- (e) Nothing contained in this procedure shall prevent a union or the employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.
13. By deleting the heading of clause 7.2 and inserting the following in lieu thereof:
- 7.2 Employee grievance procedures - other than Award matters**
14. By deleting clauses 7.2(a) and (b) inserting the following in lieu thereof:
- (a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- (b) The following procedure applies to all industrial matters within the meaning of the Act:
- Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to solve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.
- Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's union representative during the course of Stage 2.
- Stage 3: If the grievance is still unresolved, the manager will advise the employer and the aggrieved employee may submit the matter in writing to the employer if such employee wishes to pursue the matter further. If desired by either party the matter shall also be notified to the relevant union.
15. By deleting clause 7.2(g) and inserting the following in lieu thereof:
- (g) If the grievance is not settled the matter may be referred to the Commission by the employee or the union.

16. By deleting clause 8.1 and inserting the following in lieu thereof:

8.1 Full-time employment

A full-time employee is one who is engaged to work an average of 38 ordinary hours per week, unless 36.25 hours is specified elsewhere in this Award.

17. By deleting clause 8.2(b) and inserting the following in lieu thereof:

(b) For each ordinary hour worked a part-time employee shall be paid no less than:

- (i) 1/76th of the minimum fortnightly rate of pay for their classification, where the ordinary hours of work are an average of 38 hours per week; and
- (ii) 1/72.5th of the minimum fortnightly rate of pay for their classification where the ordinary hours of work are an average of 36.25 hours per week.

18. By deleting clause 8.3(c) and inserting the following in lieu thereof:

(c) For each ordinary hour worked a casual employee shall be paid no less than:

- (i) 1/76th of the minimum fortnightly rate of pay for their classification, where their ordinary hours of work are an average of 38 hours per week; or
- (ii) 1/72.5th of the minimum fortnightly rate of pay for their classification, where their ordinary hours of work are an average of 36.25 hours per week,

plus a casual loading of 23%.

19. By deleting clauses 8.3(g)(v) and (vi) and inserting the following in lieu thereof:

(v) afternoon and night shifts

(ordinary rate + casual loading) + 15% of ordinary rate on hours that attract shift loading.

(vi) early and late work (prior to 0600 and after 1800)

A casual employee commencing their ordinary hours of duty prior to 0600 or finishing their ordinary hours of duty subsequent to 1800 shall be paid for the time so worked prior to 0600 or after 1800, respectively, at the same rate as prescribed in clause 8.3(g)(v).

20. By deleting clause 9.1 and inserting the following in lieu thereof:

9.1 Notice of termination by the employer

Notice of termination by the employer is provided for in Division 13 of the QES. Clauses 9.2 to 9.6 supplement the QES provisions.

21. By deleting clause 9.2 and inserting the following in lieu thereof:

9.2 Notice of termination by an employee

Unless otherwise agreed between the employer and an employee the notice of termination required by an employee, other than a casual employee, will be two weeks or two weeks' salary forfeited in lieu. If an employee fails to give the required notice the employer will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of salary for the period of notice not provided.

22. By deleting clause 9.5 and inserting the following in lieu thereof:

9.5 Statement of employment

The employer shall, in the event of termination of employment, provide upon request to an employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

23. By deleting clause 9.6(a) and inserting the following in lieu thereof:

- (a) The absence of an employee from work for a continuous period exceeding three days without the consent of the employer and without notification to the employer shall be *prima facie* evidence that the employee has abandoned their employment.

24. By deleting clause 10.1 and inserting the following in lieu thereof:

10.1 Redundancy pay

Redundancy pay is provided for in Division 13 of the QES. Clauses 10.2 to 10.9 supplement the QES provisions.

Note: Where a directive about redundancy and retrenchment covers an employee, the provisions of the directive apply to the employee to the extent it provide a more generous entitlement

25. By deleting clause 10.2 and inserting the following in lieu thereof:

10.2 Consultation before termination

- (a) Where an employer decides that the employer no longer wishes the job an employee/s has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee/s directly affected and, where relevant, their union/s.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision which will invoke the provisions of clause 10.2(a) and shall cover the reasons for the proposed terminations and measures to avoid or minimise the terminations and/or their adverse effects on the employee/s concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employee/s concerned and, where relevant, their union/s, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out.
- (d) Notwithstanding the provision of clause 10.2(c), the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

26. By deleting clause 10.6(a) and inserting the following in lieu thereof:

- (a) Where a business is, whether before or after the date of commencement of this Award, transmitted from the employer (transmittor) to another employer (transmittee) and an employee who at the time of such transmission was an employee of the transmittor of the business becomes an employee of the transmittee:
- (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and

- (ii) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.

27. By deleting the introductory paragraph in clause 10.7 and clause 10.7(a) and inserting the following in lieu thereof:

The provisions of clause 10.6 are not applicable where a business is, before or after the date of commencement of this Award, transmitted from the employer (transmitter) to another employer (transmittee) in any of the following circumstances:

- (a) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee; or

28. By deleting clause 10.8 and inserting the following in lieu thereof:

10.8 Alternative employment

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

29. By deleting clause 10.9 and inserting the following in lieu thereof:

10.9 Employees exempted

Clauses 10.1 to 10.8 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to an employee engaged for a specific period or task/s; or
- (c) to a casual employee; or
- (d) to an employee with less than one year's continuous service, in which case the general obligation on the employer should be no more than to give the relevant employee an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employee of suitable alternative employment.

30. By deleting clause 11.1(a) and inserting the following in lieu thereof:

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.

31. By deleting clause 11.2(a) and inserting the following in lieu thereof:

- (a) The employer shall consult the employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).

32. By deleting clause 11.2(c) and inserting the following in lieu thereof:

- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union/s, all relevant information about the changes including

the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.

33. By inserting a Note immediately below the heading of Part 4 as follows:

(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 7 (Supported Wage System) apply.)

34. By deleting clauses 12.2(b) and (c) and inserting the following in lieu thereof:

- (b) Subject to the provisions of clauses 12.2(a) and 12.6, allocation of employees to classification levels within those streams shall be in accordance with the generic level statements contained in Schedules 3, 4, 5 and 6. These statements reflect the degree of complexity and responsibility of duties, skills and knowledge proceeding from the lowest to the highest classification levels. Their purpose is to provide an indication as to the classification level appropriate to any packaging of duties.
- (c) Where a new position is created and its allocation cannot be determined the matter may be discussed with the relevant employee/s and, where requested, their representative, and/or referred to the Commission for resolution.

35. By deleting clause 12.8 and inserting the following in lieu thereof:

12.8 Prescribed criteria for movement between classification levels

(a) Professional stream

Applicants for movement within the professional stream from level 2 to level 3 shall be assessed by a selection panel on the following criteria:

- (i) demonstrated professional expertise in one or more areas of a discipline as shown by:
 - (A) detailed knowledge of standard professional tasks;
 - (B) examples of modifications to standard procedures and practices and contributions to the development of new techniques and methodologies;
 - (C) professional contribution relevant to the discipline at a local level;
- (ii) possession of postgraduate qualifications or postgraduate developmental experience through attendance at specialist seminars or in-service presentations relevant to the discipline;
- (iii) evidence of recognition by peers, industry or other client groups as shown by one or more of the following (the activities used as evidence will vary with the discipline of the applicant):
 - (A) original in-service presentations;
 - (B) published papers;
 - (C) active involvement in conferences and seminars;
 - (D) consultancies;
 - (E) recognition as a resource person who collects, collates and imparts knowledge in a particular area;

- (F) preparation of significant internal reports; and
- (iv) demonstrated levels of performance and innovation through:
 - (A) a history of satisfactory performance;
 - (B) demonstrated high levels of efficiency and effectiveness;
 - (C) demonstrated high level of responsibility and initiative.

(b) **Technical stream**

Applicants for movement within the technical stream from level 2 to level 3 shall be assessed by a selection panel on the following criteria:

- (i) demonstrated technical expertise in one or more areas of a discipline as shown by:
 - (A) detailed technical knowledge and experience;
 - (B) high levels of accuracy and precision in undertaking procedures;
 - (C) technical contribution at a local level;
- (ii) possession of higher technical qualifications or developmental experience through attendance at specialist seminars or in-service presentations relevant to the discipline;
- (iii) evidence of recognition by peers, industry or other client groups as shown by one or more of the following (the activities used as evidence will vary with the discipline of the applicant):
 - (A) original in-service presentations;
 - (B) published papers;
 - (C) active involvement in conferences and seminars;
 - (D) consultancies;
 - (E) recognition as a resource person who collects, collates and imparts technical knowledge in a particular area;
 - (F) preparation of significant internal reports; and
- (iv) demonstrated levels of performance and innovation through:
 - (A) a history of satisfactory performance;
 - (B) demonstrated high levels of efficiency and effectiveness;
 - (C) demonstrated high level of responsibility and initiative.

36. By deleting clause 12.9 and inserting the following in lieu thereof:

12.9 Movement within classification levels - increments

Movement within classification levels is based on meeting the following requirements:

- (a) Except in the case of an employee who is paid the prescribed base salary on attaining the age of 21 years or in the case of a promotion, or transfer and promotion from one classification level to another, an increase is not to be made to the salary of any employee until:
- (i) in the case of a full-time employee, the employee has received a salary at a particular classification and paypoint for a period of 12 months;
 - (ii) in the case of a part-time employee:
 - (A) the employee has received a salary at a particular classification and paypoint for a period of at least 12 months; and
 - (B) the employee has worked 1,200 ordinary hours in such classification;
 - (iii) in the case of a casual employee with 12 months continuous service with the same employer:
 - (A) the employee has received a salary at a particular classification and paypoint for a period of at least 12 months; and
 - (B) the employee has worked 1,200 ordinary hours in such classification.

For the purpose of clause 12.9(a)(iii), **continuous service** for a casual employee is considered to be broken if more than 3 months, excluding any public holidays, has elapsed between the end of one employment contract and the start of the next employment contract.

- (b) Notwithstanding anything contained elsewhere in this Award, an employee is not entitled to move to the next salary increment level by virtue of the Award unless:
- (i) in the case of employees in classification levels 1 and 2 of the **administrative, professional** and **technical** streams and classification levels 1, 2 and 3 of the **operational** stream, the conduct, diligence and efficiency of the employee has been certified by the employer to have been and to be satisfactory;
 - (ii) in the case of employees in all other classification levels, performance objectives have been achieved as certified by the employer.

Note: Where a directive about transfer within and between classification levels and systems covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.

37. By deleting clauses 12.10(a) and (b) and inserting the following in lieu thereof:

- (a) An employee directed to temporarily fill a position for more than three consecutive working days at a higher classification level within the same stream shall be paid extra remuneration at the first paypoint of the classification level of the position being temporarily filled.
- (b) An employee directed to temporarily fill a position for more than three consecutive working days at a classification level within a different stream as determined by this Award shall be paid extra remuneration either:
 - (i) at the first paypoint of the classification level of the position being temporarily filled; or
 - (ii) at the next highest paypoint above their existing salary level, within the classification level of the position being temporarily filled,

whichever is higher.

38. By deleting clause 13 and inserting the following in lieu thereof:

13. Allowances

13.1 Broken shift

All employees engaged on shifts in which the ordinary hours of duty are subject to a break in continuity other than for the purposes of meal breaks and rest pauses must be paid an additional \$4.30 per shift for each shift so worked.

13.2 Divisional and District parities

- (a) In addition to the rates of wages set out in this Award the following weekly amounts shall be paid to employees employed in the Divisions and Districts referred to hereunder:

Division and District	Per week \$
Northern Division, Eastern District	\$1.05
Northern Division, Western District	\$3.25
Mackay Division	\$0.90
Southern Division, Western District	\$1.05

- (b) Divisions:

- (i) Northern Division - That portion of the State along or north of a line commencing at the junction of the sea coast with the 21st parallel of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees 30 minutes of south latitude; then from that latitude due west to the western border of the State.
- (ii) Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees of south latitude; then from that latitude due east to the sea coast; then from the sea-coast northerly to the point of commencement.
- (iii) Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

- (c) Districts:

- (i) Northern Division:

Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District - The remainder of the Northern Division.

- (ii) Southern Division:

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then from that longitude due north to 25 degrees of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

13.3 Foul linen allowance

- (a) An employee who is:
- (i) a laundry employee required to collect foul linen from the ward chutes and wrap such linen into bundles; and/or
 - (ii) required to sort foul linen at the laundry; and/or
 - (iii) in charge of the washing machines in which foul linen is cold rinsed and boiled while still in a foul condition; and/or
 - (iv) required to handle linen of a foul nature other than linen bagged or packed in containers,
- shall be paid an additional \$1.43 per day or part thereof.
- (b) For the purpose of clause 13.3 the term **foul linen** means foul linen which has not previously been rinsed or washed outside the laundry.

13.4 Grease trap allowance

An employee engaged in cleaning of grease traps shall be paid an extra \$1.02 per day while so engaged.

13.5 Live sewerage work

An employee who is required to work repairing sewerage installations or servicing a sewerage plant and comes in contact with live sewerage shall be paid at the rate of time and one-half while so engaged, with a minimum payment as for 4 hours' work.

13.6 Motor vehicle allowance

- (a) Where an employer requires an employee to use their own vehicle in or in connection with the performance of their duties, the employee shall be paid an allowance for each kilometre of authorised travel as follows:
- (i) motor vehicle - \$0.77 per kilometre; and
 - (ii) motorcycle - \$0.26 per kilometre.
- (b) An employer may require an employee to record full details of all such official travel requirements in a log book.

Note: Where a directive about motor vehicle allowances covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.

13.7 Overtime meal allowances and meal breaks

- (a) An employee required to work overtime for more than one hour before the ordinary starting time or more than one hour after ordinary ceasing time shall be provided with an adequate meal at the employer's expense or paid a meal allowance of \$12.85 in lieu of the provision of such meal.
- (b) Additionally, the employee must be allowed 30 minutes at the ordinary mealtime for such meal where work is performed after 1800.
- (c) Where the employer requires the employee to continue working for a further four hours of continuous overtime work in a situation mentioned in clause 13.7(a), the employee will be entitled

to a 30 minute meal break and either provided with an adequate meal at the employer's expense or paid an additional meal allowance of \$12.85.

- (d) An employee required to work overtime on an accrued day off or a rostered day off is entitled to \$12.85 meal allowance after each period of 4 hours continuous overtime, in addition to any payment for overtime to which the employee is entitled, unless a meal of reasonable quality and quantity is provided by the employer.

13.8 Prison allowance

A dental assistant who is required to work within the bounds of a facility operated by or on behalf of Queensland Corrective Services will be paid an additional \$3.89 per day while so employed.

13.9 Work in the rain

- (a) An employee who is required to work in rain heavy enough to wet the clothes of the employee will, at the option of the employer, be provided by the employer either with waterproof protective clothing or paid at the rate of double time for this work.
- (b) Where double time is payable in accordance with clause 13.9(a), it is payable for the period commencing from the start of the work in heavy rain until the employee is able to change into dry clothing or until the employee finishes work, whichever is the earlier.
- (c) In the circumstances described in clause 13.9(a):
- (i) the employee must notify the employer prior to changing into dry clothing; and
 - (ii) where the employee is unable to change into dry clothing until the employee finishes work due to work commitments, the employee must notify the employer prior to continuing work for that day in order to receive the double time payment.

13.10 Adjustment of monetary allowances

- (a) Other than the expense related allowances at clauses 13.6 (motor vehicle allowance) and 13.7 (overtime meal allowance) and the Divisional and District parities at clause 13.2, respectively, all other monetary allowances specified in clause 13 shall be automatically adjusted from the same date and in the same manner as such monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.6 (motor vehicle allowance), 13.7 (overtime meal allowance), and 30(b), 30(c)(ii) and 30(d), (uniforms), respectively, shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

Allowance

Eight Capitals Consumer Price Index
(ABS Cat No. 6401.0 - Table 7)

Motor vehicle allowance
(last adjusted 1 September 2014)

Private motoring sub-group

Overtime meal allowance
(last adjusted 1 September 2016)

Take-away and fast foods sub-group

Uniform and laundry allowance
(last adjusted 1 September 2014)

Clothing and footwear group

39. By deleting clause 14 and inserting the following in lieu thereof:

14. Superannuation

- (a) Subject to Commonwealth legislation and clause 14(b), the employer must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).
- (b) Where Commonwealth legislation provides for choice of fund rights to an employee subject to this Award, and that employee fails to elect which superannuation fund to which employer contributions are directed, the employer will direct contributions to the appropriate fund prescribed in the abovementioned Queensland legislation.

40. By deleting the heading of Part 5, in the Award itself as well as where it appears in the Table of Contents, and inserting the following in lieu thereof:

PART 5 - Hours of Work and Related Matters

41. By deleting the heading of clause 15, in the Award itself as well as where it appears in the Table of Contents, and inserting the following in lieu thereof:

15. Hours of duty

42. By deleting clause 15.1 and inserting the following in lieu thereof:

15.1 Ordinary hours of duty

- (a) The ordinary hours of duty for employees covered by this Award, other than those employees identified in Schedule 8 shall be an average of 38 hours per week, with a maximum of 8 hours on any one day.
- (b) The ordinary hours of duty for employees identified in Schedule 8 shall be an average of 36.25 hours per week, with a maximum of 8 hours on any one day.
- (c) (i) The ordinary hours of duty of 38 hour per week employees are to be worked on one of the following bases:
 - (A) 38 hours within a work cycle not exceeding 7 consecutive days; or
 - (B) 76 hours within a work cycle not exceeding 14 consecutive days; or
 - (C) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (D) 152 hours within a work cycle not exceeding 28 consecutive days.
- (ii) The ordinary hours of duty of 36.25 hour per week employees are to be worked on one of the following bases:
 - (A) 36.25 hours within a work cycle not exceeding 7 consecutive days; or
 - (B) 72.5 hours within a work cycle not exceeding 14 consecutive days; or
 - (C) 108.75 hours within a work cycle not exceeding 21 consecutive days; or

- (D) 145 hours within a work cycle not exceeding 28 consecutive days.
- (d) Employees must be allowed a break of not less than 10 hours between the termination of one shift and the commencement of another shift, except that 8 hours applies instead of the 10 hours in any of the following circumstances:
- (i) for the purposes of changing shift rosters by shift workers who rotate from one shift to another; or
 - (ii) in any other case agreed upon between the employer and the employee concerned.
- (e) Notwithstanding the working hours arrangements recorded in clauses 15.1(a), (b) and (h), an employer and an employee or group of employees may agree that the ordinary hours of work are to exceed 8 hours on any day, thus enabling more than one accrued day off to be taken off during a particular work cycle. However, the ordinary hours of work shall not exceed 10 hours on any one day.
- (f) Different methods of working a 38 hour week may apply to individual employees, groups or sections of employees in each location concerned.
- (g) The method of working the 38 hour week may be altered, from time to time, upon giving 7 days' notice or such shorter period as may be mutually agreed upon following negotiations between the employer and employees concerned, utilising the consultation process in clause 6.2.
- (h) In the case of employees within the operational stream of this award, there will be 19 days (or shifts) of 8 hours' duration worked in any 28 day work cycle, with one day taken off as an accrued day off, unless otherwise mutually agreed between the employer and the majority of employees concerned in a specific work area.
- (i) (i) Where the arrangement of ordinary hours of work provides for an accrued day off, the employer and an individual employee and/or the majority of employees concerned may agree to accrue up to a maximum of five accrued days off. Consent to accrue days off shall not be unreasonably withheld by either party.
- (ii) Where such agreement has been reached, the accrued days off shall be taken within 12 calendar months of the date on which the first day off was accrued.
- (iii) Where, as at the date of termination of service, an employee has accumulated time towards an accrued day or days off in accordance with clause 15.1, such employee shall be paid for the time so accrued at the employee's ordinary rate of pay.
- (j) Rostered days off - where work is performed on other than a Monday to Friday basis
- (i) Unless prescribed elsewhere in this Award, all employees shall be entitled to not less than two whole consecutive rostered days off duty each week.
 - (ii) In lieu of two whole rostered days off in each week, an employee may be allowed in each fortnightly period either one rostered day off in one week and three consecutive rostered days off in the other week, four consecutive rostered days off or two groups of two consecutive rostered days off.
- (k) Two consecutive rostered days off, one at the end of one week and one at the beginning of the following week may be counted as meeting the requirements of clause 15.1(j)(i).

43. By deleting clause 15.2(a) and inserting the following in lieu thereof:
- (a) Shift work may be introduced to meet operational requirements. Such shift work shall be worked in accordance with a roster mutually agreed between the employer and the union, in consultation with the employees directly affected. Any discussions concerning the introduction of shift work or roster variations shall be conducted in accordance with the provisions of clause 6.2 of this Award.
44. By deleting the words "one half" in clause 15.4(a)(ii) and wherever they appear in the Award thereafter, and replace them with the term "one-half".
45. By deleting clause 15.5 and inserting the following in lieu thereof:

15.5 Payment for working ordinary hours - shift workers

- (a) Subject to clause 15.6 all full-time shift workers who work an afternoon shift or night shift Monday to Friday, inclusive, other than on a public holiday, are to be paid, in addition to their ordinary salary, an allowance of 15% for all ordinary time worked on such shift.
 - (b) A part-time shift worker working less than 7.6 hours on an afternoon shift finishing at or after 2030 on Monday to Friday, inclusive, other than on a public holiday is to be paid in addition to their ordinary salary, an allowance of 15% for all ordinary time worked on such shifts.
 - (c) A part-time shift worker working less than 7.6 hours on an afternoon shift finishing before 2030 on Monday to Friday, inclusive, other than on a public holiday where the time worked after 1800 was at least 50% of the shift, is to be paid in addition to their ordinary salary, an allowance of 15% for all ordinary time worked on such shifts
 - (d) Where an employee working day shift is required to commence ordinary duty prior to 0600, such time worked prior to 0600 will attract an additional 15% allowance.
 - (e) Subject to clause 15.6 all ordinary hours of duty worked by a shift worker on a weekend or a public holiday will be paid for as follows:
 - (i) between 0000 and 2400 on a Saturday - time and one-half;
 - (ii) between 0000 and 2400 on a Sunday - double time;
 - (iii) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 23.
46. By deleting clause 16.1(a) and inserting the following in lieu thereof:
- (a) All day workers shall be allowed not less than 30 minutes for an unpaid meal break between the third and sixth hours of duty.
47. By deleting clause 16.2 and inserting the following in lieu thereof:

16.2 Meal breaks - shift workers

- (a) All shift workers shall be allowed not less than 30 minutes for a meal break between the third and the sixth hours of duty.
- (b) The hours of duty of continuous shift workers is inclusive of a meal break with such times to be taken as a crib break so as not to interfere with operational requirements.
- (c) The hours of duty of non-continuous shift workers are either inclusive or exclusive of a meal break subject to operational requirements. In cases where the hours of duty of a particular shift

is inclusive of a meal break then such break will be taken as a crib break so as not to interfere with operational requirements.

- (d) Where a shift worker is directed to work during an unpaid meal break, and where the meal break is unable to be rescheduled within the span of hours, the employee concerned must be paid for the time so worked at the prescribed overtime rate with a minimum payment as for one-half hour worked.

48. By deleting clause 18.2 and inserting the following in lieu thereof:

18.2 Payment for overtime - day workers

- (a) Overtime, that is authorised time worked outside the ordinary starting and ceasing times or in excess of the ordinary hours of duty on a Monday to Friday, inclusive, shall be paid for at the rate of time and one-half for the first 3 hours and double time thereafter.
- (b) All authorised overtime worked by an employee on a Saturday shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum payment as for 2 hours' work.
- (c) All authorised overtime worked by an employee on a Sunday shall be paid at the rate of double time with a minimum payment as for 2 hours' work except where Sunday is the first or third rostered day off.
- (d) All authorised overtime worked by an employee on their accrued day off or first or third rostered day off in any work cycle shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum payment as for 2 hours' work.
- (e) All authorised overtime worked by an employee on their second or fourth rostered day off in any work cycle shall be paid at the rate of double time with a minimum payment as for 2 hours' work.
- (f) The minimum payments provided in clauses 18.2(b), (c), (d) and (e) shall not apply where such overtime is performed immediately preceding or following ordinary hours.

49. By deleting clause 18.5 and inserting the following in lieu thereof:

18.5 On call - additional payments

- (a) An employee who is instructed to be on call outside ordinary or rostered working hours shall receive, in addition to their ordinary rate of pay, an allowance based upon the hourly rate of the classification of professional stream classification level 3, paypoint 4, in accordance with the following scale:
 - (i) where the employee is on call throughout the whole of a rostered day off, an accrued day off or a public holiday: a payment equivalent to 95% of the prescribed hourly rate for one hour in respect of each such instance;
 - (ii) where an employee is on call during the night only of a rostered day off, an accrued day off or public holiday: a payment equivalent to 60% of the prescribed hourly rate for one hour per night; and
 - (iii) where an employee is on call other than as prescribed in clauses 18.5(a)(i) or (ii): a payment equivalent to 47.5% of the prescribed hourly rate for one hour in respect of each such instance.
- (b) For the purpose of calculating the hourly rate, the divisor will be based upon a 38 hour week and calculated to the nearest \$0.05.

- (c) For the purpose of clause 18.5(a)(ii), a **night** is deemed to consist of those hours falling between 1800 and 0600 or mainly between such hours.

50. By deleting clause 18.7(d) and inserting the following in lieu thereof:

- (d) An employee who has been instructed to be on call and who is required to perform duties without the need to leave the employee's place of residence and/or without the need to return to the facility shall be reimbursed for a minimum of one hour's work for each time the employee performs such duties. If the employee is required to perform duties again within that one hour period, no further minimum payment shall apply. The employee will be responsible for the recording of the nature and times of contact for subsequent verification by the employer.

51. By deleting clauses 18.10(a) and (b) and inserting the following in lieu thereof:

- (a) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that 10 consecutive hours off duty has not occurred, shall be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the employer, an employee resumes or continues ordinary work without having had 10 consecutive hours off duty the employee shall be paid double rates until they are released from duty and shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

52. By deleting the heading and introductory paragraph of clause 19 and inserting the following in lieu thereof:

19. Annual leave

Annual leave is provided for in Division 5 of the QES. Clauses 19.1 to 19.4 supplement the QES.

53. By deleting clauses 19.1(b), (c) and (d) and inserting the following in lieu thereof:

- (b) A non-continuous shift worker proceeding on annual leave is entitled to receive the following payment:
 - (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave calculated according to the employee's roster or projected roster including any shift, weekend or public holiday penalties; or
 - (ii) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave, excluding any shift, weekend or public holiday penalties plus a further 17.5% of this amount,whichever is the higher.
- (c) A continuous shift worker, except those Operational Stream employees covered by The Australian Workers' Union of Employees, Queensland, proceeding on annual leave are entitled to receive the following payments:
 - (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave, excluding any shift, weekend or public holiday penalties, and
 - (ii) a further amount equal to 27.5% of the amount referred to in clause 19.1(c)(i).

- (d) Operational Stream continuous shift workers covered by The Australian Workers' Union of Employees, Queensland, proceeding on annual leave are entitled to receive the following payment:
- (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave calculated according to the employee's roster or projected roster including any shift, weekend or public holiday penalties; or
 - (ii) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave, excluding any shift, weekend or public holiday penalties plus a further 17.5% of this amount,

whichever is the higher.

54. By deleting clause 19.3(a) and inserting the following in lieu thereof:

- (a) Where their work area is compulsorily closed over the Christmas/New Year period all affected employees shall have their annual leave entitlement debited (other than a concessional day) by the number of ordinary working days, or hours in the case of part-time employees, they would ordinarily have worked between Christmas Day and New Year's Day, inclusive.

55. By deleting clauses 20(a) and (b) and inserting the following in lieu thereof:

- (a) Personal leave is provided for in Division 6 of the QES and covers:
 - (i) sick leave;
 - (ii) carer's leave;
 - (iii) bereavement leave; and
 - (iv) cultural leave.
- (b) In addition to the provisions of Subdivision 2 of Division 6 of the QES an employee is entitled to use any sick leave to which they have an entitlement for carer's leave purposes.

56. By deleting clause 21 and inserting the following in lieu thereof:

21. Parental leave

- (a) Parental leave is provided for in Division 8 of the QES and covers:
 - (i) birth-related leave for an employee who is pregnant or whose spouse gives birth;
 - (ii) adoption leave; and
 - (iii) surrogacy leave.
- (b) Notwithstanding the provisions of Subdivision 2 of Division 8 of the QES, all full-time and part-time employees are entitled to parental leave upon commencement of employment.
- (c)
 - (i) An employee who is pregnant, whether or not she has given her employer written notice of the date/s on which she proposes to start and/or end maternity leave, must:
 - (A) commence maternity leave at least 6 weeks prior to the expected date of birth of her child; and

- (B) remain on maternity leave until at least 6 weeks after the birth of the child.
- (ii) An employer may at the request of the employee and on receipt of a certificate from a medical practitioner certifying that in the opinion of the medical practitioner:
 - (A) the employee is fit for duty until a specified date - reduce the period mentioned in clause 21(c)(i)(A); or
 - (B) the employee is fit to resume duty - reduce the period mentioned in clause 21(c)(i)(B).
- (iii) If the employer makes a decision under clause 21(c)(ii)(A) to reduce the period, the approval is of effect until:
 - (A) the day specified in the medical certificate; or
 - (B) the day 14 days after the day the employer revokes the decision by giving written notice to the employee; or
 - (C) the employee commences maternity leave; or
 - (D) the day of the employee's confinement,whichever happens first.
- (d) An employee who is pregnant, during the term of her pregnancy until 6 weeks before the expected date of birth of her child or lesser period as approved by the employer, may request to work part-time or other flexible work arrangements.
- (e) An employee who has taken leave to attend compulsory interviews or examinations as part of an adoption process or who has taken leave to attend compulsory interviews or court hearings associated with a surrogacy arrangement may request that such leave be taken as paid annual leave.
- (f) In addition to the provisions of Subdivision 6 of Division 8 of the QES an employee who has returned to work on a part-time basis may seek to return to the position they held prior to commencing parental leave.
- (g) If the position mentioned in clause 21(f) no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is, as nearly as possible, comparable in status and remuneration to that of the employee's former position.
- (h) The employer must make a position to which the employee is entitled available to the employee.
- (i)
 - (i) An employee who is the parent of a child may apply, at any time, to their employer to work on a part-time basis in order to be the child's primary caregiver when not at work.
 - (ii) The requirements concerning the manner in which the employee may make an application to work part-time under clause 21(i)(i) are the same as those contained in the QES with respect to applications to return to work on a part-time basis for an employee on parental leave (i.e. s 75).
 - (iii) The period in relation to which an application under clause 21(i) may be made cannot extend beyond the day the child is required to be enrolled for compulsory schooling under the *Education (General Provisions) Act 2006*.

- (iv) The requirements concerning the manner by which the employer is to assess any application by an employee to work part-time are the same as those contained in the QES with respect to assessing applications to return to work on a part-time basis for an employee on parental leave (i.e. s 76).

Note: Where a directive about paid parental leave covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.

57. By deleting clause 22 and inserting the following in lieu thereof:

22. Long service leave

- (a) Long service leave, including for casual employees, is provided for in Division 9 of the QES. Clause 22(b) supplements the QES.
- (b) In lieu of the provisions of sections 95(2)(a) and (b) of the Act, all employees who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.
- (c) Employees who have completed 7 years' continuous service are entitled to take long service leave on full pay or half pay.
- (d) Employees are entitled to a cash equivalent of long service leave in the following circumstances:

Specific circumstances	Minimum period of continuous service
Retrenchment	1
Ill health retirement	5
Retirement if 55 years or older	5
Death	5
Termination except where termination is due to dismissal or career advancement	7
All other circumstances	10

Note: Where a directive about long service leave covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.

58. By deleting clause 23 and inserting the following in lieu thereof:

23. Public holidays

Public holidays are provided for in Division 10 of the QES. Clauses 23(a) to 23(l) supplement the QES provisions.

- (a) All work done on a public holiday by an employee who is not in receipt of the additional week's leave in accordance the clause 19.2(a) shall be paid for at the rate of double time and one-half with a minimum of 4 hours.
- (b) Except for the public holidays prescribed at clauses 23(c), (d) and (e), all work done on a public holiday by an employee who is in receipt of the additional week's leave in accordance with clause 19.2(a) shall be paid at the rate of time and one-half with a minimum of 4 hours.
- (c) Easter Saturday: All work done by an employee on Easter Saturday (the day after Good Friday) shall be paid for at the rate of double time and one-half with a minimum of 4 hours.
- (d) Labour Day: All employees are entitled to be paid a full day's wage for Labour Day irrespective

of the fact that no work may be performed on such day. If an employee works on Labour Day, they shall be paid a full day's wage for that day and, in addition, a payment for the time actually worked at one and one-half times the ordinary time rate of pay with a minimum payment as for 4 hours' work.

- (e) Show Day: All work done by an employee on show day shall be paid for at the rate of double time and one-half with a minimum payment as for 4 hours' work.
- (f) Subject to clause 23(h) where an employee who is not in receipt of the additional week's leave as prescribed in clause 19.2(a) (other than a casual employee) is rostered off on a public holiday, such employee shall be paid an additional day's wage, or be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the employee concerned, or an extra day will be added to annual leave, for each such day on which such employee is rostered off.
- (g) Subject to clause 23(h) where an employee who is in receipt of the additional week's leave as prescribed in clause 19.2(a) (other than a casual employee) is rostered off on Easter Saturday, Show Day or Labour Day, such employee shall be paid an additional day's wage, or be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the employee concerned, or an extra day will be added to annual leave, for each such day on which such employee is rostered off.
- (h) In respect to Easter Saturday, clauses 23(f) and (g) do not apply to an employee who is not ordinarily required to work on a Saturday.
- (i) All time worked on a public holiday outside an employee's ordinary starting or ceasing time on such day must be paid at double the rate prescribed by this Award for such time when worked outside the ordinary starting and finishing times on an ordinary day.
- (j) Casual employees required to work on public holidays shall be paid at the rate of double time and one-half for all time worked with a minimum payment as for 4 hours' work.
- (k) The minimum payments provided in clause 23 shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.
- (l) All ordinary hours of duty worked in any one shift on a public holiday shall be calculated and paid for on a majority of shift basis as prescribed in clause 15.6.

59. By deleting clause 24 and inserting the following in lieu thereof:

24. Jury service

Jury service is provided for in Division 12 of the QES.

60. By deleting clause 25 and inserting the following in lieu thereof:

25. Debiting of leave entitlements

All leave debits will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken, provided that those employees listed in Schedule 8 will have their calculations based on a 36.25 week.

61. By deleting clause 27 and inserting the following in lieu thereof:

27. Travelling and relieving expenses

An employee who is required to:

- (a) travel on official duty; or
- (b) take up duty away from the employee's usual place of work to relieve another employee; or
- (c) perform special duty,

is to be reimbursed actual and reasonable expenses for accommodation, meals and incidental expenses necessarily incurred by the employee.

Note: Where a directive about travelling and relieving expenses covers an employee, the provisions of the relevant directive apply to the employee to the extent it provides a more generous entitlement.

62. By deleting clause 28 and inserting the following in lieu thereof:

28. Board and lodging

- (a) Where board and lodging is supplied to an employee residing within employer accommodation, the employer will be entitled to deduct a weekly sum equivalent to 49% of the operational stream classification level 2, paypoint 1 rate.
- (b) Where an employee who is living out is provided with meals by the employer, a deduction may be made from their wages/salary calculated at the rate of 2.2% of the board and lodging charge for breakfast and at the rate of 2.7% of the board and lodging charge for each lunch and dinner provided. In respect of lunch and dinner, only a main course, together with tea or coffee will be provided. For each additional course a charge at the rate 0.6% of the board and lodging charge will be made.
- (c) Where an employee is provided with accommodation only by the employer a deduction will be made from their wages/salary at the rate of 35% of the board and lodging charge per week.
- (d) For the purpose of determining the charges prescribed in clause 28, calculations will be made to the nearest \$0.05.

63. By deleting clause 29(c) and inserting the following in lieu thereof:

- (c) Within each Hospital and Health Service and relevant work area/unit in the Department, a consultative mechanism and procedures involving representatives of management, employees and relevant unions shall be established as determined by the employer, having regard to the size, structure and needs of the employer.

64. By deleting clauses 30(b) and (c) and inserting the following in lieu thereof:

- (b) An employer who requires an employee to wear a uniform and does not supply uniforms to an employee is to pay to the employee an allowance of \$206.00 per annum or a *pro rata* equivalent in the first year of service and an allowance of \$102.00 per annum or a *pro rata* amount in respect to replacement uniforms during subsequent years.
- (c)
 - (i) Where the employer provides a laundry service or access to a service and such uniforms are laundered by the employer, the uniforms will be laundered without charge to the employee.
 - (ii) Where no laundry service or access to a laundry service is provided by the employer and uniforms are not laundered by the employer, an allowance of \$2.81 per week will be paid to the employee. However this allowance is not payable where such a service is available but the employee elects not to access the service.

65. By deleting clause 36(d) and inserting the following in lieu thereof:
- (d) Upon request and subject to approval by the employer, employees may be granted paid time off in special circumstances to attend management committee meetings, union conferences, and Australian Council of Trade Unions (ACTU) Congress.

66. By deleting clause 37 and inserting the following in lieu thereof:

37. Right of entry

- (a) Authorised industrial officer
 - (i) An 'authorised industrial officer' is any union official holding a current authority issued by the Industrial Registrar.
 - (ii) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the union.
- (b) Entry procedure
 - (i) An authorised industrial officer may enter a workplace at which the employer carries on a calling of the officer's organisation, during the employer's business hours to exercise a power under Chapter 9, Part 1, Division 5, Subdivision 2 of the Act as long as the authorised industrial officer:
 - (A) has notified the employer or the employer's representative of the officer's presence; and
 - (B) produces their authorisation, if required by the employer or the employer's representative.
 - (ii) Clause 37(b)(i) does not apply if, on entering the workplace, the officer discovers that neither the employer nor the employer's representative having charge of the workplace is present.
 - (iii) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
 - (iv) If the authorised industrial officer does not comply with a condition of clause 37(b)(i) the authorised industrial officer may be treated as a trespasser.
- (c) Inspection of records
 - (i) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 339 of the Act.
 - (ii) An authorised industrial officer is entitled to inspect such time and wages records of any current employee except if the employee:
 - (A) is ineligible to become a member of the authorised industrial officer's union; or
 - (B) has made a written request to the employer that they do not want their record inspected.
 - (iii) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.

- (iv) A person must not, by threats or intimidation, persuade or attempt to persuade an employee or prospective employee to make, or refuse to make, a written request to the employer or prospective employer that the record not be available for inspection by an authorised industrial officer.

(d) Discussions with employees

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the union:

- (i) matters under the Act during working or non-working time; and
- (ii) any other matter with a member or employee eligible to become a member of the union, during non-working time.

(e) Conduct

- (i) The employer must not obstruct the authorised industrial officer exercising their right of entry powers.
- (ii) An authorised industrial officer must not wilfully obstruct the employer, or an employee during the employee's working time.

Note: Clause 37 - Right of entry, deals with comparable provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to Chapter 9, Part 1, Division 5 of the Act as amended from time to time.

67. By deleting the heading of Schedule 1, in both the Award itself and where it appears in the Table of Contents, and inserting the following in lieu thereof:

Schedule 1 - Work Areas/Units included in Department of Health (as at 1 March 2017)

68. By separating Schedule 3, based upon the streams, into four separate Schedules as follows:

Schedule 3	Generic Level Statements - Administrative stream
Schedule 4	Generic Level Statements - Professional stream
Schedule 5	Generic Level Statements - Technical stream
Schedule 6	Generic Level Statements - Operational stream

69. By renumbering Schedule 4 to become "Schedule 7 - Supported Wage System", in both the Award itself as well as in the Table of Contents, and inserting the following in lieu thereof:

Schedule 7 - Supported Wage System

This Schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the supported wage system.

Definitions - In this Schedule:

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

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

disability support pension means the Commonwealth pension scheme to provide income security for

persons with a disability as provided under the *Social Security Act 1991* (Cth), or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this Award for the class of work for which an employee is engaged

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

sws wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

Eligibility criteria

- (a) Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity, and who meet the impairment criteria for receipt of a disability support pension.
- (b) This Schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of the *Workers' Compensation and Rehabilitation Act 2003*.

Supported wage rates

- (a) Employees to whom this Schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following Table and Note:

Assessed capacity (see below)	Relevant minimum wage*
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

***Note:** The minimum amount payable to an employee receiving a supported wage must not be less than \$82 per week.

- (b) Where an employee's assessed capacity is 10%, the employee must receive a high degree of assistance and support.

Assessment of capacity

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

Review of assessment

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

Other terms and conditions of employment

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

Workplace adjustment

If the employer wishes to employ a person under the provisions of this Schedule it must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation.

Trial period

- (a) In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
 - (b) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
 - (c) The minimum amount payable to the employee during the trial period must be no less than the amount recorded in the Note under the Table (above).
 - (d) Work trials should include induction or training as appropriate to the job being trialled.
 - (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment (see **Assessment of capacity** - above).
70. By renumbering "Schedule 5 - Employees working other than 38 hours per week", in both the Award itself and the Table of Contents, to become to "Schedule 8 - Employees working other than 38 hours per week".
71. By renumbering "Schedule 6 - Directives which Apply to Employees Covered by this Award", in both the Award itself and the Table of Contents, to become "Schedule 9 - Directives Which Apply to Employees Covered by this Award" and inserting the following in lieu thereof:

Schedule 9 - Directives Which Apply to Employees Covered by this Award

Directives which apply by the operation of Schedule 3 of the *Public Service Regulation 2008*

- Domestic travelling and relieving expenses
- Early retirement, redundancy and retrenchment
- International travelling, relieving and living expenses
- Paid parental leave
- Recognition of previous service and employment
- Recruitment and selection

- Transfer and appointment expenses
- Transfer within and between classification levels and systems

Directives which apply as a term of this Award

The terms and conditions of employment of the directives specified below shall apply until 30 November 2017 after which, where a directive covers an employee, the provisions of the directive will continue to apply to the employee.

- Long service leave
- Motor vehicle allowances
- Sick leave
- Special leave (insofar as it relates to bereavement leave)

Application of existing preserved conditions and directives

Employees engaged prior to 1 March 1993 who:

- were subject to the provisions of, or received the benefits of, the *Public Service Management and Employment Act 1988* and Regulations (now prescribed in the *Public Service Act 2008*) and as such received the benefits of the terms and conditions prescribed by the *Public Service Act 2008* and Regulations; or
- by Award or administrative prescription, received the benefits of all or part of the provisions as contained in the *Public Service Act 2008* and Regulations,

will continue to be entitled to receive the following terms and conditions of employment of the Directives and Award specified below:

- Leave and travel concessions - Isolated centres
- Locality allowance
- Recreation leave: (Annual leave entitlement for officers headquartered in the Northern and Western Region)
- Salary determinations for overtime as prescribed in clause 6.4 of the *Queensland Public Service Award - State 2003*
- Special leave: (Discretionary leave as prescribed in Clause 8 of Directive No. 9/13)

Dated: 1 March 2017

By the Commission,
M. Shelley,
Deputy Industrial Registrar.

Released: 6 March 2017

Operative Date: 1 March 2017
Determination - Correction of error