

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

**STADIUMS QUEENSLAND EMPLOYEES AWARD – STATE 2016**

**Matter No. MA/2016/26**

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 the heading of Part 1 in both the Table of Contents and the Award itself and inserting in lieu thereof:

**PART 1 - Title and Operation**

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

**1. Title**

This Award is known as the *Stadiums Queensland Employees Award – State 2016*.

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

**2. Operation**

This Award operates from 11 May 2016.

4. In clause 3:

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

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

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

**adult** means any person of the age of 21 years or over

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

**classification level** comprises a minimum salary rate plus a range of increments in a particular stream through which an employee may be eligible to progress

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

**Commission** means the Queensland Industrial Relations Commission

(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 off" and inserting the following in lieu thereof:

**rostered day off** means a day, other than a scheduled day 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

(g) By deleting the definition for "scheduled day/s off" and inserting the following in lieu thereof:

**scheduled 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 clauses 15.1 or 15.2. Depending on the working arrangements, a Saturday and/or Sunday may also be a scheduled day off

(h) By deleting the definition for "union" and inserting the following in lieu thereof:

**union** means one of the industrial organisations of employees mentioned in clause 4.1(c)

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

(a) employees of Stadiums Queensland ABN 53 690 873 374 for whom classifications and rates of salary are prescribed in clause 12; and

6. By deleting clauses 4.2(b) and 4.2(e) and inserting the following in lieu thereof:

(b) A copy of the signed terms of the agreement will be supplied to the employee.

(e) For any agreement entered into under clause 4.2, and in accordance with section 339 of the Act, there will be no requirement for the employer to keep particulars of the employee's starting and finishing times each day.

7. 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.

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

(c) Any proposed genuine agreement reached between the employer 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.

9. 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.

10. 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.

11. By deleting clause 6.2(h) and inserting the following in lieu thereof:

- (h) Where the agreement relates to either the working of ordinary hours on other than a Monday to Friday basis, the introduction of shift work or a change to the shift roster, the relevant union/s are to be notified in writing at least one week in advance of agreement being sought.

12. By deleting the heading of clause 7.1 and inserting the following in lieu thereof:

**7.1 Prevention and settlement of disputes - Award matters**

13. By deleting clauses 7.1(d)(ii) to (iv), inclusive, 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;
- (iii) if the matter remains unresolved it may be referred to the chief executive for discussion and appropriate action. This process should not exceed 14 days;
- (iv) if the matter is not resolved then it may be referred by either party to the Commission.

14. 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.

15. By deleting clause 7.2 and inserting the following in lieu thereof:

**7.2 Employee grievance procedures - other than Award matters**

- (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 Clerk and the aggrieved employee may submit the matter in writing to the Clerk if such employee wishes to pursue the matter further. If desired by either party the matter shall also be notified to the relevant union.

- (c) The chief executive shall ensure that:
  - (i) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
  - (ii) the grievance shall be investigated in a thorough, fair and impartial manner.
- (d) The chief executive may appoint another person to investigate the grievance. The chief executive may consult with the relevant union in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager
- (e) If the matter is notified to the union, the investigator shall consult with the union during the course of the investigation. The chief executive shall advise the employee initiating the grievance, such employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.
- (f) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
  - Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.
  - Stage 2: Not to exceed 7 days.
  - Stage 3: Not to exceed 14 days.
- (g) If the grievance is not settled the matter may be referred to the Commission by the employee or the union.
- (h) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

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

### **8.1 Full-time employment**

A full-time employee is one that is engaged to work an average of 38 ordinary hours per week.

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

- (a) Subject to clauses 8.2(f) and (g), a part-time employee is an employee who:
  - (i) is engaged to work a regular pattern of ordinary hours each week which are less than the ordinary hours worked by an equivalent full-time employee; and
  - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.

18. By deleting clause 8.2(d) and inserting the following in lieu thereof:

- (d) For each ordinary hour worked a part-time employee will be paid no less than 1/76th of the minimum fortnightly rate of pay for their classification.

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

- (c) For each ordinary hour worked a casual employee will be paid no less than 1/76th of the minimum fortnightly rate of pay for their classification plus a casual loading of 23%. The loading constitutes part of the casual employee's salary for the purpose of calculating overtime, weekend penalties and public holiday payments, where relevant.

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 9.5 supplement the QES provisions.

21. By deleting clauses 9.4 and 9.5 and inserting the following in lieu thereof:

**9.4 Job search entitlement**

Where the employer has given notice of termination to an employee for reasons other than redundancy, the employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

**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.

22. 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.

23. By deleting clause 10.2(b) and inserting the following in lieu thereof:

- (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.

24. 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 transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.

25. By deleting clause 10.7(a) and inserting the following in lieu thereof:
- (a) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or

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

**10.8 Alternative employment**

The 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.

27. 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.

28. By deleting clauses 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).

29. In clause 12.3.3(b), by renumbering clauses (ii), (ii), (iii) and (iv) to become (ii), (iii), (iv) and (v), respectively.

30. By deleting clause 12.3.7(a)(v).

31. By deleting clause 13.3(a) and inserting the following in lieu thereof:

- (a) In addition to the rates of wages set out in this Award the following weekly amounts shall be paid to the identified employees who are 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

32. By deleting clause 13.4(g) and inserting the following in lieu thereof:

- (g) A tool allowance of \$20.90 per week if the employee is an electrical tradesperson who is required to supply and use their own tools.

33. By deleting clause 13.6 and inserting the following in lieu thereof:

**13.6 Motor vehicle or bicycle allowance**

- (a) Where the 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) The employer may require an employee to record full details of all such official travel requirements in a log book.
- (c) A Clerical stream employee who is required to use their own bicycle on the employer's business, shall be paid an allowance of \$3.45 per week

34. By deleting clause 13.8(e) and inserting the following in lieu thereof:

- (e) An additional \$25.80 per week tool allowance payable to a carpenter and/or joiner when using their own tools. However, such tool allowance is not payable while the employee is absent on annual leave.

35. By deleting clause 13.10 and inserting the following in lieu thereof:

**13.10 Adjustment of monetary allowances**

- (a) Other than the expense related allowances at clauses 13.4(g) (tool allowance), 13.6(a) (motor vehicle allowance), 13.7 (overtime meal allowance), 13.8(e) (tool allowance) and Divisional and District parities at clause 13.3, respectively, all other monetary allowances specified in clause 13 (including clauses 13.2(b) (laundry allowance) and 13.6(c) (bicycle allowance)) shall be automatically adjusted from the same date and in the same manner as 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 13.4(g) (tool allowance), 13.6(a) (motor vehicle allowance), 13.7 (overtime meal allowance) and 13.8(e) (tool allowance), 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

Tool allowance  
(last adjusted 1 September 2016)

Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group

36. By deleting clause 14(b) and inserting the following in lieu thereof:

- (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.

37. By deleting clause 15.4 and inserting the following in lieu thereof:

**15.4 Spread of ordinary hours of work**

- (a) Subject to clause 15.4(c), the spread of ordinary hours of work for employees covered by this Award is recorded in the Table and *Notes* in clause 15.4(b).

(b) Table:

Stream	Spread of ordinary hours
(i) Aquatic	0000 to 2400, Monday to Sunday <sup>1</sup>
(ii) Child Care	0600 to 1900, Monday to Friday
(iii) Clerical	0630 to 1830, Monday to Sunday <sup>2</sup>
(iv) Electrical	0600 to 1800, Monday to Sunday <sup>3</sup>
(v) Event Customer Service	0800 to 2300, Monday to Sunday
(vi) Grounds	0530 to 1800, Monday to Sunday <sup>4</sup>
(vii) Health and Fitness	0530 to 0000, Monday to Sunday
(viii) Trades and Maintenance	0600 to 1800, Monday to Friday

Notes:

1. Ordinary hours for employees, other than managers and persons in charge, are to be worked within a spread of 12 hours from starting time each day with not more than 2 breaks (other than meal breaks or rest pauses).
  2. Ordinary hours which include a Saturday or a Sunday are to be subject to agreement between the employer and the employee/s concerned.
  3. Ordinary hours which include a Saturday or a Sunday are to be subject to agreement between the employer and the employee/s concerned.
  4. Ordinary hours which include a Sunday are to be subject to agreement between the employer and the employee/s concerned.
- (c) Where there is agreement between the employer and an employee or majority or employees involved, the spread of ordinary hours prescribed in the Table in clause 15.4(b) may be altered as to all or a section of employees concerned.
- (d) The ordinary starting and finishing times of various groups of employees or individual employees may be staggered by the employer.
- (e) Employees are required to observe the nominated starting and finishing times for the work day including designated breaks to maximise available working time. Preparation for starting and finishing work including personal clean up will be in the employee's time.

38. By deleting clause 15.5 and inserting the following in lieu thereof:

### 15.5 Payment for working ordinary hours

(a) All ordinary hours of work performed within the ordinary spread of hours prescribed in the Table and *Notes* in clause 15.4(b), or as varied pursuant to clause 15.4(c), shall be paid for as set out in the Table and *Notes* in clause 15.5(b).

(b) Table:

Stream	Relevant % of the ordinary base salary		
	Ordinary hours worked Monday to Friday	Ordinary hours worked on a Saturday	Ordinary hours worked on a Sunday
(i) Aquatic	100% <sup>1</sup>	150% <sup>2</sup>	150% <sup>2</sup>
(ii) Child Care	100%	N/A	N/A
(iii) Clerical	100% <sup>3</sup>	150% <sup>3 5</sup>	200% <sup>4 5</sup>
(iv) Electrical	100%	150% for 1 <sup>st</sup> 3 hours 200% thereafter	200%
(v) Event Customer Service	100%	100%	200%
(vi) Grounds	100% <sup>6</sup>	100% <sup>6</sup>	200%
(vii) Health and Fitness	100% <sup>7</sup>	125% <sup>5 7</sup>	150% <sup>5 7</sup>
(viii) Trades and Maintenance	100%	N/A	N/A

Notes:

- All ordinary hours of duty worked by an employee in the Aquatic stream, other than a manager or person in charge, before 0600 or after 1930, Monday to Friday shall be paid for at 150% of the ordinary base salary and shall be deemed to be part of the ordinary hours of work of the employee.
- The Saturday and Sunday loadings prescribed in clause 15.5(b)(i) do not apply to casual employees employed under the Aquatic stream who are to be paid their ordinary hourly rate plus the casual loading of 23%.
- All ordinary hours of duty worked by an employee in the Clerical stream before 0630 or after 1830, Monday to Friday or at any time on a Saturday, shall be paid for at 150% of the ordinary base salary and shall be deemed to be part of the ordinary hours of work of the employee.
- All ordinary hours of duty worked by an employee in the Clerical stream on a Sunday shall be paid for at the rate of 200% of the ordinary base salary and shall be deemed to be part of the ordinary hours of work of the employee.
- The casual loading of 23% shall not be applied to hourly rates when calculating entitlements for work performed by employees in the Clerical stream and the Health and Fitness stream, respectively, on Saturdays, Sundays and public holidays. Such employees are to be paid at the rate set out in the table.
- All ordinary hours of duty worked by an employee in the Grounds stream after 1800, Monday to Saturday, shall be paid for at 150% of the ordinary base salary and shall be deemed to be part of the ordinary hours of work of the employee.
- All ordinary hours of duty worked by an employee in the Health and fitness stream before 0530 on any day shall be paid for at 150% of the ordinary base salary and shall be deemed to be part of the ordinary hours of work of the employee.

39. By deleting clause 15.6.

40. By deleting clause 16(b) and inserting the following in lieu thereof:

(b) An employee engaged under the Child Care stream may, by mutual agreement with the employer, be allowed a paid meal break where the employee is required to supervise children during their break.

41. By deleting clauses 18.3(b)(i) and (ii) and inserting the following in lieu thereof:

(i) Child Care	A maximum of 4 hours per day and 12 hours per week may be taken as TOIL, to be taken within 30 days of accrual. Upon termination of employment, payment of any accrued TOIL will be paid at the appropriate overtime rate.
(ii) Clerical	Where TOIL has not been taken within four weeks of accrual it shall be paid out at the appropriate overtime rate.

42. By deleting clause 18.4(c)(ii) and inserting the following in lieu thereof:

- (ii) who work less than 2 hours when recalled to duty, inclusive of travelling time, on one or more recalls, or 3 hours in the case of employees in the Electrical stream and the Trades and Maintenance stream, respectively.

43. 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. Clause 19.1 supplements the QES.

44. 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.

45. 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) 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.

- (d) 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.
- (e) 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.
- (f) If the position mentioned in clause 21(e) 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.
- (g) The employer must make a position to which the employee is entitled available to the employee.

46. 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 covered by this Award 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.

47. 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. Clause 23.1 supplements the QES provisions.

**23.1 Payment for public holidays and for work on a public holiday**

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
  - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
  - (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i) be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) An employee (including a casual employee) who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 18.2.
- (c) An employee (including a casual employee) who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payments provided in clauses 23.1(a) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.

- (e) Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day shall be at the rate of double time and one-half.
- (f) Where a public holiday falls on an employee's rostered day off, such employee shall receive another day off in lieu thereof or one day shall be added to such employee's annual leave for each public holiday so occurring **or**, by mutual agreement, an extra day's wages may be paid in lieu of each such holiday.

48. 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.

49. By deleting clause 26(h)(i) and inserting the following in lieu thereof:

- (h) (i) An employee employed under the Trades and Maintenance stream seeking upward reclassification will be required to demonstrate that they meet the full requirements of the specific skill level in accordance with the criteria outlined in Schedule 6 of this Award and are required to carry out the duties at that level.

50. By deleting clause 30(d) and inserting the following in lieu thereof:

- (d) Upon request and subject to approval by the chief executive, 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.

51. By deleting clause 31 and inserting the following in lieu thereof:

**31. 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 31(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 31(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 31 - 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.*

52. By amending the Headings of Schedules 1 to 6, as set out below, as well as updating the Headings in the Table of Contents:

**Schedule 1 - Definitions and Position Descriptors - Child Care Stream**

**Schedule 2 - Definitions and Position Descriptors - Clerical Stream**

**Schedule 3 - Definitions and Position Descriptors - Electrical Stream**

**Schedule 4 - Definitions and Position Descriptors - Grounds Stream**

**Schedule 5 - Definitions and Position Descriptors - Health and Fitness Stream**

**Schedule 6 - Definitions and Position Descriptors - Trades and Maintenance Stream**

53. By amending the Classification Title of C6 and C7 in Schedule 3 as follows:

<b>Number</b>	<b>Classification Title</b>	<b>Minimum Training Requirement</b>	<b>Recommended Points</b>
C6	Advanced Electrical Tradesperson Level 1 Electrical Technician - Level IV	12 modules towards Diploma or Advanced Diploma or equivalent	48 points in addition to C10
C7	Electrical Tradesperson - Special Class Level II Electrical Technician - Level III	AQF Level 4 Certificate 9 modules towards Diploma or Advanced Diploma 3 appropriate modules in addition to C8 or equivalent	36 points in addition to C10

Dated: 1 March 2017

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

Operative Date: 1 March 2017  
Determination - Correction of error

Released: 6 March 2017