

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* - s. 698 - reprint of award

**ABORIGINAL AND TORRES STRAIT ISLANDER HEALTH SERVICES  
OFFICERS INTERIM AWARD - STATE 2003**

Following the Declaration of the General Ruling in the 2011 State Wage Case (matter numbers B/2011/17 and B/2011/19), the Aboriginal and Torres Strait Islander Health Services Officers Interim Award - State 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Aboriginal and Torres Strait Islander Health Services Officers Interim Award - State 2003 as at 1 September 2011.

Dated 1 December 2011.

[L.S.] G.D. Savill  
Industrial Registrar

**ABORIGINAL AND TORRES STRAIT ISLANDER HEALTH SERVICES  
OFFICERS INTERIM AWARD - STATE 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Aboriginal and Torres Strait Islander Health Services Officers Interim Award - State 2003.

**1.2 Arrangement**

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### **1.3 Date of operation**

This Award takes effect from 14 July 2003.

### **1.4 Award coverage**

Without limiting the generality of clause 1.4, this Award shall apply only to the employment of persons appointed and classified as Aboriginal and Torres Strait Islander Health Services Officers in Land and Community Councils or City, Town or Shire Councils:

Provided that this Award shall not apply to Regional Health Authorities and their employees.

## **1.5 Area of operation**

For the purpose of this Award, the Divisions and Districts shall be as follows:

### **1.5.1 Divisions**

#### 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 by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.

#### 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 by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.

#### Southern Division

That portion of the state not included in the Northern or Mackay Division.

### **1.5.2 Districts**

#### Northern Division - Eastern District

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

#### Western District

The remainder of the Northern Division.

#### 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 by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.

#### Western District

The remainder of the Southern Division.

## **1.6 Parties bound**

This Award is legally binding upon the employees as prescribed by clause 1.4 and their employers, and The Australian Workers' Union of Employees, Queensland and its members.

## **1.7 Pre-existing conditions**

1.7.1 Employees who as at the date immediately prior to the making of this Award, were subject to the provisions of the *Public Service Management and Employment Act 1988* and Regulations thereunder and as such were in receipt of the benefits of the terms and conditions prescribed by that Act and Regulations or who by Award or administrative prescription received the benefits of all or part of the provisions of the aforementioned Act and Regulations shall continue to receive such benefits save insofar as the Act and Regulations relate to an entitlement to annual leave for serving in the Northern and Western part of the State, locality allowance and special leave.

1.7.2 All other terms and conditions of employment shall be as prescribed by this Award notwithstanding that such terms and conditions might be less favourable than or in conflict with the provisions of the *Public Service Management and Employment Act 1988* and Regulations thereunder.

## **1.8 Definitions**

1.8.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.

1.8.2 "Commission" means the Queensland Industrial Relations Commission.

1.8.3 "Union" means The Australian Workers' Union of Employees, Queensland.

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.

2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.

2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **3.1 Grievance and dispute settling procedure**

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.

3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.

3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.

3.1.4 If the grievance or dispute is still unresolved after discussions listed in clause 3.1.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of a Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.

3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the Act.

3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.

3.1.7 The status quo existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.

3.1.8 All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.

3.1.9 Any Order or Decision of the Commission (subject to the parties right of appeal under the Act) will be final and binding on all parties to the dispute.

3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the

appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the Act.

## **PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **4.1 Employment categories**

4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) full-time;
- (b) part-time (as defined); or
- (c) casual (as defined).

### **4.2 Part-time and casual employment**

4.2.1 The following conditions shall be applicable to casual employees:

- (a) A casual employee shall be paid 23% in addition to the ordinary Award rates of pay for the class of work upon which such employee is engaged. Each daily engagement shall stand alone, with a minimum payment as for 4 hours' work made in respect to each engagement. Where applicable, a casual employee shall be further entitled to the provisions of overtime, weekend penalty rates and payment for work performed on public holidays.
- (b) "Casual employee" means an employee who is employed for less than 24 hours in any one week but shall not include employees engaged on night shift during Carnival Week. Such night shift workers instead of being paid the 23% to casuals shall be paid the 25% in addition to the rates as set out herein with a minimum of 4 hours where such employees are engaged for 4 hours or less on any one shift and a minimum of 8 hours where their employment exceeds 4 hours but is less than 8 hours on any one shift.
- (c) Provided also that in addition to the provisions of clause 4.2.1(a), a casual employee shall be further entitled to payment of any applicable Award allowances based pro rata on the number of hours worked in relation to the ordinary hours of the Award classification.
- (d) Except in accordance with clauses 4.2.1(a) and 4.2.1(b), a casual employee shall not be entitled to any other Award provision.

4.2.2 The following provisions shall be applicable to part-time employees:

- (a) Part-time employee means an employee, other than a "Casual Employee" as defined herein, who is engaged to work regular hours each week and whose ordinary daily working hours are worked continuously excluding meal breaks.
- (b) The spread of ordinary working hours shall be the same as those prescribed for a full-time employee under the Award.
- (c) A part-time employee shall be employed for a maximum number of hours per week equivalent to 4/5ths of the total ordinary weekly working hours of a full-time employee.
- (d) A part-time employee shall be paid at the same hourly rate as a full-time employee would be paid for performing duty in the same Award classification. A part-time employee shall also be entitled to any allowances applicable based pro rata on the number of hours worked in relation to the ordinary full-time hours applicable to the Award classification.
- (e) The public holiday provisions of the Award shall apply, provided that payment shall only be made for hours actually worked:

Provided further that a part-time employee who usually works on a day of the week on which a public holiday falls, and who is not required to work on that day, shall be paid for the hours which would otherwise have been worked on that day.

- (f) Subject to the provisions contained herein, all other provisions of the Award applicable to full-time employee shall apply pro rata to a part-time employee.\

### 4.3 2 or more classes of work

When an employee on any one day has mixed functions, the employee shall be treated for the purpose of calculating the employee's pay as if the employee were employed only to perform such of the employee's functions as carry the higher minimum rate under this Award.

### 4.4 Anti-discrimination

4.4.1 It is the intention of the parties to this Award to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:

- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

4.4.2 Accordingly in fulfilling their obligations under the grievance and disputes settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.4.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.4.4 Nothing in 4.4 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*; or
- (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

### 4.5 Termination of employment

#### 4.5.1 *Statement of employment*

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

#### 4.5.2 *Termination by employer*

(a) An employer may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

(b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least two years' continuous service with the employer shall be entitled to an additional week's notice.

(c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and

- (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

#### 4.5.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be one week, or payment forfeited in lieu thereof.

#### 4.5.4 *Time off during notice period*

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

### **4.6 Introduction of changes**

#### 4.6.1 *Employer's duty to notify*

- (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 or unions.
- (b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

#### 4.6.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their union or unions 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 the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.6.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union or unions, 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, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### **4.7 Redundancy**

#### 4.7.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee 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 directly affected and where relevant, their union or unions.
- (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 4.7.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their union or unions, 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:

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

#### 4.7.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.7.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.5.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.

#### 4.7.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmitter) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmitter 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.
- (b) In clause 4.7.3 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

#### 4.7.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.7.1 the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.7.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.10.1 the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

#### 4.7.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.5.2(a) and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.7.1(a) shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7



More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

(b) 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

#### 4.7.7 *Superannuation benefits*

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

#### 4.7.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.7.1(a) may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### 4.7.9 *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.

#### 4.7.10 *Employees with less than one year's service*

Clause 4.7 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees 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 employees of suitable alternative employment.

#### 4.7.11 *Employees exempted*

Clause 4.7 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

#### 4.7.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.7 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.

(b) A 'company' shall be defined as:

- (i) a company and the entities it controls; or

- (ii) a company and its related company or related companies; or
- (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

#### 4.7.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.7.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmitter) to another employer (transmittee), in any of the following circumstances:
  - (i) 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
  - (ii) where the employee rejects an offer of employment with the transmittee:
    - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
    - (B) 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.
- (b) The Commission may amend clause 4.7.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.7.14 *Incapacity to pay*

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

### **4.8 Trainees**

Trainees are engaged under this Award, except as amended from time to time by the Order for *Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities)*.

### **4.9 Continuity of service - transfer of calling**

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act as amended from time to time.

## **PART 5 - WAGES AND WAGE RELATED MATTERS**

### **5.1 Definitions of classifications**

#### 5.1.1 *Level 1 - Health Services Officer*

N.B. It is envisaged that the person in this position will be classified as supernumerary whilst partaking in formal study programs.

##### (a) Purpose of this Position

Contribute to the provision of health services within the community to ensure they are of a high standard within policy guidelines and meet the expressed needs of the community. Enhance ATSI people's access to curative, educational and preventative health services in that community to improve the community's health status.

##### (b) Duties and Responsibilities

This position will be one of a trainee and in such will be learning the responsibilities and disciplines involved in aboriginal and islander health care. They will receive both clinical and educational training and will liaise with community members and work under professional staff to ensure their training is complete.

##### (c) Qualifications

- (i) Basic understanding and knowledge of Aboriginal and Torres Strait Islander Culture and traditional practices.

(ii) Ability to work as part of a team and communicate effectively with community people in a culturally appropriate way.

(iii) Demonstrate good interpersonal, written and oral communication skills.

#### 5.1.2 *Level 2 - Health Services Officer*

N.B. It is envisaged that the person in this position will be classified as supernumerary whilst partaking in formal study programs.

##### (a) Purpose of this Position

Contribute to the provision of health services within a community to ensure they are of a high standard within policy guidelines and meet the expressed needs of the community. Enhance ATSI people's access to curative, educational and preventative health services in that community to improve the community's health status.

##### (b) Duties and Responsibilities

(i) As part of a multi-disciplinary team, develop, implement and evaluate appropriate, accessible and affordable health care services to a community.

(ii) Liaise with community members, and other professional staff to ensure community participation and involvement in the health of the community, to ensure that the identified health needs of the community are being met.

(iii) Participate with other professional staff in research and assessment in conjunction with the community to identify the community's health needs.

(iv) Develop, implement and evaluate, with other professional staff, appropriate health, promotional and educational programs using innovative and culturally appropriate teaching strategies.

(v) Develop professional practice, knowledge and clinical skills to enhance professional development, through formal educational and in-service programs.

(vi) Establish and maintain a communication network between health providers and the Aboriginal and Islander community.

(vii) Perform administrative duties as required.

(viii) Assess, treat or refer clients with other health professionals to providing adequate follow up and documenting procedures within safe practice guidelines.

##### (c) Qualifications

(i) Understanding and knowledge of Aboriginal and Torres Strait Islander Culture and traditional practices.

(ii) Ability to work as part of a team and communicate effectively with community people in a culturally appropriate way.

(iii) Demonstrates good interpersonal, written and oral communication skills.

(iv) Aboriginal and Islander Health Worker Education Program - Requirement to participate in Certificate Course.

#### 5.1.3 *Level 3 - Health Services Officer*

##### (a) Purpose of this Position

Responsible for the implementation of health services within a community to ensure they are of a high standard within policy guidelines and meet the expressed needs of the community. Enhance ATSI people's access to curative, educational and preventative health services in that community, to improve the community's health status.

##### (b) Duties and Responsibilities

(i) As part of a multi-disciplinary team develop, implement and evaluate appropriate, accessible and affordable health care services to a community.

- (ii) Liaise with community members to ensure community participation and involvement in the health of the community, to ensure that the identified health needs of the community are being met.
  - (iii) Establish and maintain a communication network between health providers and the Aboriginal and Islander community.
  - (iv) Participate in research and assessment in conjunction with the community to identify the communities health needs.
  - (v) Develop, implement and evaluate, with other professional staff, appropriate health promotional and educational programs using innovative and culturally appropriate teaching strategies.
  - (vi) Provide and maintain a high standard of professional practice, clinical skills to enhance the professional development of self and others.
  - (vii) Assess, treat or refer clients providing adequate follow up and documenting procedures within safe practice guidelines.
  - (viii) Perform administrative duties as required.
  - (ix) Maintain confidentiality.
- (c) Qualifications
- (i) Knowledge and experience in delivering health care in an educational/clinical or community setting.
  - (ii) Intimate understanding and knowledge of Aboriginal and Torres Strait Islander culture and traditional practices is essential.
  - (iii) Demonstrated ability to work as part of a team and communicate effectively with community people in a culturally appropriate way.
  - (iv) Proven ability to access, treat, refer clients providing adequate follow up and documenting procedures.
  - (v) Demonstrated good interpersonal, written and oral communication skills.

#### 5.1.4 Level 4 - Health Services Officer (Clinical/Educational/Community)

##### (a) Purpose of this Position

Responsible for the co-ordination of health services within either clinical/community/educational/sectorial setting to ensure it is of a high standard within policy guidelines and meets the expressed needs of the community. Enhance ATSI people's access to curative, educational and preventative health services in that community to improve the community's health status.

##### (b) Duties and Responsibilities

- (i) Act as team leader to co-ordinate, implement and evaluate appropriate, accessible and affordable health care services.
- (ii) Promote community participation and involvement in the health of the community.
- (iii) Conduct research and assessment in conjunction with the community to identify the community's health needs.
- (iv) Liaise effectively with government, non-government and community groups to ensure that the identified health needs of the community are being met.
- (v) Establish and maintain a communication network between health providers and the Aboriginal and Islander community.
- (vi) Ensure appropriate health promotional and educational programs are developed, implemented and evaluated using innovative and culturally appropriate teaching strategies.
- (vii) Co-ordinate staff development programs to enhance the ongoing professional and cultural development of all staff.

- (viii) Assess, treat or refer clients providing adequate follow up and documenting procedures within safe practice guidelines.
- (ix) Practice and maintain a high level of advanced clinical skills, and knowledge base for safe practice.
- (x) Perform administrative duties in terms of staff leave, study leave, contract employment, staff selection and assessment processes.
- (xi) Promote and maintain confidentiality.
- (xii) Provide leadership and support to all staff and act to rectify unsafe practice.
- (xiii) Work in isolation.
- (xiv) Participate in staff selection and assessment processes.
- (xv) Advise the community leaders and other health professionals on health issues, related to Aboriginal and Torres Strait Islander people in that community.

(c) Qualifications

- (i) Proven knowledge and experience in delivering health care in an educational/clinical or community setting is essential.
- (ii) Demonstrated ability to communicate at all levels.
- (iii) A high standard of oral and written communication skills.
- (iv) Respected and is acceptable to the community is essential.
- (v) Demonstrated ability to co-ordinate a team of health professionals.
- (vi) Understanding and knowledge of Aboriginal and Torres Strait Islander culture and traditional practices is essential.
- (vii) Formal educational qualifications commensurate with the responsibilities of this position are highly desirable.

Previous management experience is highly desirable.

## 5.2 Wages

Classification Level	Pay Point	Salary payable	
		Per fortnight \$	Per annum \$
L1	1	673.00	18,107
	2	739.80	19,850
	3	806.60	21,593
	4	873.40	23,335
	5	940.30	25,081
	6	1,007.30	26,829
L2	Age 21		
	1	1,334.50	34,765
	2	1,366.60	35,606
	3	1,399.00	36,450
L3	1	1,454.20	37,997
	2	1,479.00	38,537
	3	1,503.80	39,184
	4	1,528.60	39,830
L4	1	1,570.50	40,926
	2	1,605.10	41,826
	3	1,639.70	42,730
	4	1,674.10	43,629

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2011 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

### **5.3 Payment of wages**

- 5.3.1 Except upon the termination of employment all wages including overtime and allowances shall be paid weekly.
- 5.3.2 Payment of wages shall be made weekly at the discretion of the employer by one of the following means:
- (a) Electronic funds transfer;
  - (b) Cheque.
- 5.3.3 Each employee shall be supplied with a statement setting out the total amount earned at ordinary rates, the amount earned at overtime rates, and any additional amounts together with particulars of items for which deductions have been made.
- 5.3.4 Where practicable, all wages shall be paid by electronic funds transfer directly into an employee's account in any financial institution with EFT facilities nominated by the employee and prior to normal ceasing time on the nominated pay day.
- 5.3.5 In the case of dismissal of an employee or of an employee leaving the service of the employer after the prescribed notice has been given, the employee shall be paid all wages due to the employee within 15 minutes of ceasing work otherwise payment at ordinary rates shall be made up to the time payment is affected.
- 5.3.6 In the event of any employee leaving without notice the employee shall be paid all wages due as soon as practicable, and in any event within 24 hours of the termination of the employee's employment, and if the employee is not so paid the employee shall for such time as shall elapse between the termination of employment and payment of all moneys due to the employee be paid at the ordinary rate of wages but such employee shall not be entitled to payment for more than 8 hours in any one day:

Provided that where the employer is prevented by flood, fire or other causes beyond the employer's control from making payment within the prescribed time, waiting time shall not be payable.

### **5.4 Allowances**

#### *5.4.1 Divisional and District allowances*

Employees in the Mackay Division, other than youths, shall be paid 90c per week and employees in the Eastern District of the Northern Division, other than youths, shall be paid \$1.05 per week in addition to the rates above prescribed.

Employees in the Western District of the Southern Division, other than youths, shall be paid \$1.05 per week in addition to the rates above set out.

In the case of youths in the Western District of the Southern Division they shall be paid 53c per week in addition to the rates above set out.

Employees in the Western District of the Northern Division, other than youths, shall be paid \$2.20 per week in addition to the rates above set out.

In the case of youths in the Western District of the Northern Division they shall be paid \$1.10 per week in addition to the rates above set out.

#### *5.4.2 Travelling allowance*

- (a) (i) Payments prescribed in clause 5.4.2 shall not be payable on any day on which the employer provides or offers to provide transport free of charge from the employee's home to the employee's place of work and return:

Provided any transport supplied is equipped with suitable seating accommodation, etc. in accordance with the relevant legislation.

- (ii) The relevant fares allowances prescribed in clause 5.4.2 shall not be payable in respect of any day on which the employer provides a vehicle free of charge to the employee and pursuant to the employee's contract of employment the employee is required by the employer to drive such vehicle from the employee's home to the employee's place of work and return.
- (iii) Time spent by any employee travelling from the employee's home to the employee's place of work and return outside ordinary hours shall not be regarded as time worked for any purpose of this Award and no travelling time payment shall be made:

Provided that clauses 5.4.2(a)(ii) and 5.4.2(a)(iii) shall have no application in the case of an employee directed by their employer to pick up and/or return other employees to their homes.

(b) Requirements of transfer

As required by the employer, employees shall start and cease work on the job at the usual commencing and finishing times within which ordinary hours may be worked and shall transfer from site to site as directed by the employer.

(c) Transfer during working hours

An employee transferred from one site to another during working hours shall be paid for the time occupied in travelling and, unless transported by the employer, shall be paid reasonable cost of fares by most convenient public transport between such sites:

Provided that where an employer requests an employee to use the employee's own car to effect such a transfer and such employee agrees to do so the employee shall be paid an allowance at the rate of 54 cents per kilometre.

(d) Daily entitlement

The travelling allowances prescribed in clause 5.4.2 shall not be taken into account in calculating overtime penalty rates, annual or sick leave, but shall be payable for any day upon which the employee in accordance with the employer's requirements works or reports for work or allocation of work.

### 5.4.3 *Living away from home - distant work*

(a) Qualification

An employee shall be entitled to the provisions of clause 5.4.3 when employed on a job at such a distance from their usual place of residence that they cannot reasonably return to that place each night under the following conditions:

- (i) the employee is maintaining a separate place of residence to which it is not reasonable to expect the employee to return each night; and
- (ii) the employee on being requested by the employer informs the employer, at the time of engagement, that the employee maintains a separate place of residence from the address recorded on the job application.

Subject to clause 5.4.3(b) an employee is regarded as bound by the statement of their address and no entitlement shall exist if unknowingly to the employer, the employee wilfully and without duress made a false statement in relation to the above.

(b) Employee's address

- (i) The employer shall require and the applicant employee shall provide the employer with the following information in writing, at the time of engagement:
  - the address of the place of residence at the time of application; and
  - the address of the separately maintained residence if applicable:

Provided however, that the employer shall not exercise undue influence, for the purpose of avoiding its obligations under the Award, in persuading the prospective employee to insert a false address.

- (ii) No subsequent change of address shall entitle an employee to the provisions of clause 5.4.3(b) unless the employer agrees.

- (iii) Documentary proof of address such as a long service leave registration card or driver's licence may be accepted by an employer as proof of the employee's usual place of residence.
- (iv) The address of the employee's usual place of residence and not the engagement shall determine the application of clause 5.4.3

Any dispute in respect of clause 5.4.3 shall be referred to the Commission.

(c) Entitlement

Where an employee qualifies under clause 5.4.3(a) the employer shall either:

- (i) Provide the worker with reasonable board and lodging; or
- (i) Pay an allowance of \$107.80 per day but such allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job the allowance shall be \$9.00 per hour:

Provided that the foregoing allowances shall be increased if the employee satisfies the employer that the employee reasonably incurred a greater outlay than that prescribed. In the event of disagreement the matter may be referred to the Commission for determination.

- (d) Reasonable board and lodging means lodging in a well kept establishment with 3 adequate meals each day, adequate furnishings, good bedding, good floor coverings, good lighting and heating and with hot and cold running water, in either a single room or twin room.
- (e) Travelling expenses - An employee who is sent by the employer or selected or engaged by an employer or agent to go to a job which qualifies the employee to the provision of clause 5.4.3(e) shall not be entitled to any of the allowances prescribed by clause 5.4.2 of this Award for the period occupied in travelling from the employee's usual place of residence to the distant job, but in lieu thereof shall be paid:

(i) Forward journey -

(A) for the time spent in so travelling at ordinary rates up to a maximum of 8 hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities);

(B) for the amount of a fare on the most common method of public transport to the job (bus; economy air; second class rail with sleeping berths if necessary, which may require a first class rail fare), and any excess payment due to transporting the employee's equipment, if such is incurred; and

(C) for any meals incurred while travelling at \$6.60 per meal:

Provided that the employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues their employment within 2 weeks of commencing on the job and who does not forthwith return to their place of engagement.

- (ii) Return journey - An employee shall, for the return journey, receive the same time, fares and meal payments as provided in clause 5.4.3(e)(i) above, together with an amount of \$12.30 to cover the cost of transporting the employee and the employee's equipment from the main public transport terminal to the employee's usual place of residence. Subject to further order this allowance shall not be payable to employees engaged on weekly hire:

Provided that the above return journey payments shall not be paid if the employee terminates or discontinues the employee's employment within 2 months of commencing on the job, or if the employee is dismissed for incompetence within one week of commencing on the job, or is dismissed for misconduct.

- (iii) Departure point - For the purposes of clause 5.4.3(e), travelling time shall be calculated as the time taken for the journey from the Central or Regional Rail, but or air terminal nearest the employee's usual place of residence to the locality of the work.

5.4.4 *On call* -

- (a) Where an employee is instructed to be available on call outside ordinary or rostered working hours, such employee shall be paid, in addition to their ordinary rate of pay an allowance in accordance with the following scale:



- Where the employee is on call throughout the whole of a rostered day off, an accumulated day off or a public holiday - \$20.70 in respect of such instances;
- Where an employee is on call during the night only of a rostered day off, an accumulated day off or public holiday - \$13.47 per night; and
- Where an employee is on call on any other night - \$10.60 per night.

For the purposes of clause 5.4.4, a "night" shall be deemed to consist of those hours falling between 5.00 p.m. and 8.00 a.m. or mainly between such hours.

- (b) Monday to Friday - In the event of an employee on call being recalled to perform duty, such employee shall be paid for the time worked, such time to be calculated as from home and back to home with a minimum payment of 3 hours at the prescribed overtime rate.
- (c) Saturday and Sunday and public holidays - An employee performing overtime work on recall on Saturday, Sunday or a public holiday may be paid for such overtime at the appropriate overtime rate with a minimum of 2 hours, or by mutual agreement be granted time off at a mutually convenient time, equivalent to the number of hours worked, with a minimum of 2 hours. Such time to be calculated as from home and back to home:
- Provided that an employee who works overtime on a public holiday and who is granted equivalent time off shall be paid at half the ordinary rate for the time so worked with a minimum of 2 hours.
- (d) Any overtime payable shall be in addition to the on call allowance.
- (e) Where an employee is recalled to perform work during an off duty period such employee shall be provided with transport to and from the employee's home, or be refunded the cost of such transport.

## **5.5 Superannuation**

5.5.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible employees, as defined herein, shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.5.

5.5.2 *Contributions* -

- (a) Amount - As from 1 January 2005 every employer shall contribute on behalf of each eligible employee an amount calculated at 9% of the employee's ordinary time earnings, into an approved fund, as defined in this clause. Each such payment of contributions shall be rounded off to the nearest ten (10) cents:
- Provided that where an employee is absent and is receiving by way of workers' compensation an amount of money no less than the award rate of pay the contribution shall be calculated at 3%.
- (b) Regular payment - The employer shall pay such contributions to the credit of each such employee at least once each calendar month or in accordance with the requirements of the approved fund trust deed.
- (c) Minimum level of earnings - As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employee's ordinary time earnings, as defined, is less than \$450.00.
- (d) Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.
- (e) Other contributions - Nothing in clause 5.5 shall preclude an employee from making contributions to a fund in accordance with the provisions thereof.
- (f) Cessation of contributions - An employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.
- (g) No other deductions - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the Fund other than the remission of contributions as prescribed herein.

5.5.3 *Definitions*

- (a) Approved fund means a fund approved for the purposes of this Award by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by this Award.
- (b) Eligible employee means any employee who has been employed by the employer during 4 consecutive weeks and who has worked a minimum of 38 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 5.5.2(a) from the commencement of that qualifying period.
- (c) Fund means a superannuation fund satisfying the Commonwealth legislation for occupational superannuation funds and satisfying the superannuation fund conditions in relation to a year of income, as specified in the relevant Act and complying with the operating standards as prescribed by Regulations made under the relevant Act. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- (d) Ordinary time earnings means the actual ordinary rate of pay the employee received for ordinary hours of work including shift loading and leading hand, in-charge or supervisory allowances where applicable. The term includes any overaward payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fare and travelling time allowances or any other extraneous payments of a like nature.

5.5.4 *For the purposes of this Award an approved fund shall be -*

- (a) Sunsuper
- (b) Any named fund as is agreed to between the relevant employer/Union parties to this Award and recorded in an approved industrial agreement.
- (c) In the case of a minority group of employees of a particular employer, any industry, multi-industry or other fund which has been approved in or by an award of an Industrial Tribunal and already has practical application to the majority of award employees of that employer whether under a Queensland State Award or a Federal Award.
- (d) In relation to any particular employer, any other established fund to which that employer was already making regular and genuine contributions in accordance with clause 5.5.2(a) on behalf of at least a significant number of that employer's employees covered by this Award as at 29 September 1989 and continues to make such contributions:

Provided that the making of a deposit, or initial or other contributions subsequent to 29 September 1989, but on a retrospective basis, in respect of any period up to and including 29 September 1989, shall not under any circumstances bring a fund within the meaning of clause 5.5.4. The mere signing and submission of any nomination for membership documents to Trustees of a Fund prior to 29 September 1989 does not bring a fund within the meaning of clause 5.5.4.

In the event of any dispute over whether any fund complies with the requirements of clause 5.5, the onus of proof shall rest upon the employer.

5.5.5 *Challenge of a fund -*

- (a) An eligible employee being a member or potential member of a fund, as well as the Union whose registered list of callings incorporates any of the classification/s of employees to whom this Award applies, may by notification of a dispute challenge a fund on the grounds that it does not meet the requirements of clause 5.5.
- (b) Notwithstanding that the Commission determines that a particular Fund does not meet the requirements of clause 5.5, the Commission may in its discretion and subject to any recommendation, direction or order it may make, recognise any or all of the contributions previously made to that fund having met the requirements or part thereof of clause 5.5.2 up to and including the date of that determination.
- (c) In the event of any dispute over whether any fund complies with the requirements of clause 5.5, the onus of proof shall rest upon the employer.

5.5.6 *Fund selection -*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clause 5.5.4(d), shall be determined by a majority decision of employees.

- (b) Employees to whom clause 5.5 applies who as at the date of this amendment are members of an established fund covered by clause 5.5.4(d) shall have the right by majority decision to choose to have the contributions specified in clause 5.5.2 paid into a fund as provided for elsewhere in clause 5.5.4(d) has application.
- (c) The initial selection of a fund recognised in clause 5.5.4 shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under that clause where the long term performance of the fund is clearly disappointing.

Where clause 5.5.6 has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation.

#### 5.5.7 *Enrolment -*

- (a) Each employer to whom clause 5.5 applies shall as soon as practicable as to both current and future eligible employees -
  - (i) notify each employee of the employee's entitlement to occupational superannuation;
  - (ii) consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 5.5.4;
  - (iii) take all reasonable steps to ensure that upon the determination of an appropriate fund each eligible employee, receives, completes, signs and returns the necessary application forms provided by the employer to enable that employee to become a member of the fund; and
  - (iv) submit all completed application forms and any other relevant material to the trustees of the fund.
- (b) Each employee upon becoming eligible to become a member of a fund determined in accordance with clause 5.5 shall:
  - (i) complete and sign the necessary application forms to enable that employee to become a member of that fund; and
  - (ii) return such forms to the employer within 28 days of receipt in order to be entitled to the benefits of the contributions prescribed in clause 5.5.4.
- (c) Where an employer has complied with the requirements of clause 5.5.7(a) and an eligible employee fails to complete, sign and return the application form within 28 days of the receipt by him of that form, then the employer shall:
  - (i) Advise an eligible employee in writing on the non-receipt of the application form and further advise the eligible employee that continuing failure to complete, sign and return such form within 14 days could jeopardise his entitlement to the occupational superannuation benefit prescribed by clause 5.5;
  - (ii) In the event that an eligible employee fails to complete, sign and return such application form within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which such completed and signed application form is received by the employer;
  - (iii) In the event that an eligible employee fails to return a completed and signed application form within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form is a prerequisite to the payment of any occupational superannuation contributions;
  - (iv) At the same time as advising the eligible employee pursuant to clause 5.5.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the secretary of the Union whose registered callings incorporate the classification of the eligible employee a copy of each letter forwarded by the employer to the eligible employee a copy of each letter forwarded by him to the eligible employee pursuant to clauses 5.5.7(c)(i) and 5.5.7(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form in accordance with clause 5.5.7(a)(iii) the employer shall be obliged to make contributions as from the date an employee became an "eligible employee" if that occurs thereafter provided that an employee completes, signs and returns to the employer an application form within 28 days of being provided with the application form by the employer. Where an eligible employee fails to complete, sign and return an application form within such period of 28 days the provisions of clause 5.5.7(c) shall apply.

### 5.5.8 *Unpaid contributions*

Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.5.5, where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.5.2 in respect of any eligible employee such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission under clause 5.5.5, had they been paid on the due date.

The making of such contributions satisfies the requirements of clause 5.5 excepting that resort to clause 5.5.8 shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

### 5.5.9 *Record keeping*

The employer shall be required to maintain records of time worked for the purposes of establishing the employee's entitlement to occupational superannuation, and of payments made to the approved fund in similar form to time and wages records required to be kept in accordance with section 366 of the Act, and shall have such records available for inspection by an Industrial Inspector or officer of the Union, authorised pursuant to sections 371 and 373 of the Act.

### 5.5.10 *Exemptions*

- (a) An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.5 in the following circumstances -
  - (i) Incapacity to pay the costs associated with its implementation.
  - (ii) Any special or compelling circumstances peculiar to the business of the employer.

## **PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK**

### **6.1 Hours of work**

#### 6.1.1 *Hours for day workers*

Subject to clause 6.1.8 (Implementation), and subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week, 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;

6.1.2 The ordinary hours of work shall be Monday to Friday inclusive.

6.1.3 All time worked on week-ends shall be paid for as follows:

- (a) Between midnight Friday and midnight Saturday - at the rate of one and a-half times the ordinary rate for the first 3 hours, then double time thereafter, with a minimum of 2 hours.
- (b) Between midnight Saturday and midnight Sunday - at the rate of double time with a minimum of 2 hours work or payment therefor.

6.1.4 The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks between 6.00 a.m. and 6.00 p.m. The spread of hours prescribed herein may be altered as to all or a section of employees:

Provided there is agreement between the employer and the majority of employees concerned:

Provided further that work done outside the hours of 6.00 a.m. to 6.00 p.m. shall be paid at overtime rates and will be deemed to be part of the ordinary hours of work for the purposes of clause 6.1.1.

6.1.5 The ordinary hours of work prescribed herein shall not exceed 10 hours on any day:

Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned:

Provided further that by arrangement between an employer, the Union concerned and the majority of employees in the work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:

- (a) the employer and the employees concerned being guided by the Occupational Health and Safety Provisions of the ACTU Code of Conduct on 12 hour shifts;
- (b) proper health monitoring procedures being introduced;
- (c) suitable roster arrangements being made; and
- (d) proper supervision being provided.

6.1.6 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 work and cleaning up of the employee's person shall be in the employee's time.

6.1.7 The ordinary starting and finishing times of various groups of employees or individual employees, may be staggered:

Provided that there is agreement between the employer and the majority of employees concerned.

#### 6.1.8 *Implementation*

- (a) The 38 hour week shall be implemented on one of the following bases, most suitable to the particular business, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:
  - (i) by employees working less than 8 ordinary hours each day; or
  - (ii) by employees working less than 8 ordinary hours on one or more days each work cycle; or
  - (iii) by fixing one or more work days on which all employees will be off during a particular work cycle; or
  - (iv) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.
- (b) Subject to the provisions of clause 6.1.8, employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.
- (c) Notwithstanding any other provision in clause 6.1.8, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned, may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
- (d) Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in the business concerned.

#### 6.1.9 *Procedures for enterprise grade discussions*

- (a) The employer and all employees in each establishment shall consult over the most appropriate means of implementing and working a 38 hour week.
- (b) The objective of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.1.8.
- (c) The outcome of such consultation shall be recorded in writing.
- (d) In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their relevant employee or employer organisation.
- (e) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour week is implemented or worked from time to time.

- (f) After implementation of the 38 hour week, upon giving 7 days' notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees concerned, utilising the foregoing provisions of clause 6.1.9, including clause 6.1.9(e).
- (g) *Emergencies* - The employer shall have the right to change any roster in emergency circumstances arising from causes outside of the employer's control which involve the possibility of physical danger to employees or plant.

## **6.2 Overtime**

- 6.2.1 All time worked before the ordinary starting time or after the ordinary ceasing time or outside the ordinary working hours or in excess of 38 hours per week shall be deemed to be overtime.
- 6.2.2 All overtime worked shall be recorded on time sheets on the day following the day that such overtime is worked, and payment for any overtime worked shall be subject to such recording be claimed, adjusted, and made at the next ensuing date of payment of such employee.
- 6.2.3 Except as hereinafter provided all authorised work performed outside the normal starting and ceasing times as prescribed by roster established pursuant to clause 6.1 shall be deemed to be overtime and shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter:

Provided that all authorised overtime performed on a Saturday or its equivalent shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter with a minimum of 3 hours' payment at overtime rates:

Provided further that all authorised overtime performed on a Sunday or its equivalent shall be paid for at the rate of double time with a minimum of 3 hours' pay at overtime rates.

### **6.2.4 Holidays**

All time worked on the public holidays set out in clause 7.6 of this Award outside the ordinary working hours specified in this Award, prescribed by a roster or usually worked on the day of the cycle on which the holiday is kept, shall be paid for at double the rate prescribed by this Award for overtime when worked outside such working hours on an ordinary working day.

### **6.2.5 Rest period after performing overtime duty**

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 that the employee has not at least 10 consecutive hours off duty between these times shall, subject to clause 6.2.5, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double rates until released from such duty for such period and the employee shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of clause 6.2.5 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:

- (a) for the purpose of changing shift rosters; and
- (b) where a shift worker does not report for duty; and
- (c) where a shift is worked by arrangement between the employees themselves.

- 6.2.6 Any employee called upon to work overtime for more than one and a-half hours after the ordinary ceasing time without receiving notice of such overtime on the previous day shall be paid an allowance of \$12.10 for a meal or shall be supplied by the employer with a reasonable meal in lieu of such payment, in respect of each meal break allowed during such overtime as provided for in clause 6.3 (Meal breaks).
- 6.2.7 Where an employee has provided themselves with customary meals after receiving notice to work certain overtime they shall be paid the relevant meal allowance of \$12.10 for each meal so provided in the event that the overtime work is not performed or ceases before the notified time of conclusion of work which such time of conclusion would, but for the giving of prior notice, have involved payment of one or more meal allowances.

## **6.3 Meal breaks**

### **6.3.1 Day work**

All employees shall be entitled to a meal break of not less than one-half hour to be taken between the 4th and 6th hours from their ordinary starting time each day.

Except as hereinafter provided double time shall be paid for all work done during meal breaks and thereafter until a meal break is taken.

Employees performing ordinary work in excess of 8 hours and up to 10 hours per day shall be entitled to a meal break of not less than one-half hour and not more than one hour to be taken at or about the 5th hour from the ordinary starting time each day.

The duration of a meal break having been determined as the recognised meal break in accordance with clause 6.3.1 may be altered by either the mutual agreement between the employer and the employees or by the employer in the case of a situation requiring continuity of the work on the project or program:

Provided that:

- (a) the time of taking a scheduled meal break or rest break by one or more employees may be altered by an employer if it is necessary to do so in order to meet a requirement for continuity of operations;
- (b) an employer may stagger the time of taking a meal and rest break to meet operational requirements.

### 6.3.2 *Overtime*

Any employees who are required to continue work after their normal or rostered ceasing time shall be entitled to a 30 minute crib break after 2 hours or after one hour if overtime continues beyond 6.00 p.m.

After each further period of 4 hours the employee shall be allowed 45 minutes for crib. No deduction in pay shall be made in respect of any such crib breaks.

### 6.3.3 *Meal breaks during week-end overtime*

Any employee required to work overtime on a Saturday or Sunday or their equivalent beyond the 5th hour of such overtime shall be entitled to an unpaid meal break of 30 minutes.

Should an employee be required to continue such overtime beyond 9 hours, there shall be an entitlement to a further break of 30 minutes for which no deduction of pay shall be made.

After each further 4 hours of overtime, the employee shall be entitled to a 45 minute break for which no deduction of pay shall be made, provided that the employee is required to continue working thereafter.

## 6.4 **Rest pauses**

All employees shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of the daily work. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary and may be taken in a manner which results in both rest pauses being combined into one rest period of 20 minutes per day.

## **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **7.1 Annual leave**

7.1.1 Every employee (other than casuals) covered by this Award shall at the end of each year of their employment, be entitled to annual leave on full pay as follows:

- (a) Not less than 5 weeks if employed in shift work where 3 shift per day are worked over a period of 7 days per week;
- (b) Not less than 4 weeks in any other case.

7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.6) shall be paid by the employer in advance.

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due to the employee, such employee's pay, calculated in accordance with clause 7.1.6, for 4 weeks and also the employee's pay for any public holiday occurring during such period of 4 weeks.

- 7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due an amount equal to 1/12th of such employee's pay for the period of employment in all other cases calculated in accordance with clause 7.1.6.
- 7.1.5 Part-time employees shall be entitled to *pro rata* annual leave based upon the number of hours worked per week in the preceding year of employment.
- 7.1.6 *Calculation of annual leave pay* - Annual leave pay (including any proportionate payments) shall be calculated as follows:

All employees - In no case shall the payment by an employer to an employee be less than the sum of the following amounts:

- (a) The employee's ordinary wage rate as prescribed by clause 5.2 of this Award for the period of the annual leave;
- (b) Supervisory allowances or amounts of a like nature;
- (c) A further amount calculated at the rate of 17½% of the amounts referred to in clauses 7.1.6(a) and (b).

## **7.2 Sick leave**

### *7.2.1 Entitlement*

- (a) Every employee, except casuals, pieceworkers, and school-based apprentices and trainees, is entitled to 60.8 hours sick leave for each completed year of their employment with their employer .
- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.
- (f) Part-time employees accrue sick leave on a proportional basis.

### *7.2.2 Employee must give notice*

The payment of sick leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

### *7.2.3 Evidence supporting a claim*

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate, or other reasonably acceptable evidence about the nature and approximate duration of the illness.

### *7.2.4 Accumulated sick leave*

An employee's accumulated sick leave entitlements are preserved when:

- (a) The employee is absent from work on unpaid leave granted by the employer;
- (b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months; or
- (c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

### *7.2.5 Workers' compensation*

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of sick leave.



### **7.3 Bereavement leave**

7.3.1 Full-time and part-time employees shall, on the death of a member of their immediate family or household in Australia be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

#### *7.3.2 Long-term casual employees*

(a) A long-term casual employee is entitled to at least 2 days' unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.

(b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under clause 7.3.2.

#### 7.3.3 "Immediate family" includes:

(a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and

(b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

#### 7.3.4 Unpaid leave

An employee with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

7.3.5 Provided the employee shall be entitled to a maximum of 2 days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside Australia of an employee's spouse, father or mother, and where such employee travels outside of Australia to attend the funeral.

### **7.4 Long service leave**

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

### **7.5 Family leave**

The provisions of the Family Leave Award apply to and are deemed to form part of this Award.

#### 7.5.1 It is to be noted that:

(a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;

(b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

#### 7.5.2 The Family Leave Award also provides for the terms and conditions of leave associated with:

(a) Maternity leave

(b) Parental leave

(c) Adoption leave

(d) Special responsibility leave for the care and support of the employee's immediate family or household.

### **7.6 Public holidays**

#### 7.6.1 All work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;

- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

#### 7.6.2 *Labour Day*

All employees covered by this Award shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee shall be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary rate prescribed for such work with a minimum of 4 hours.

#### 7.6.3 *Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the *Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification, of such district shall be paid for at the rate of double time and a-half with a minimum of 4 hours.

#### 7.6.4 *Double time and a-half*

For the purpose of clause 7.6, where the rate of wages is a weekly rate, "double time and a-half" means one and one-half day's wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

7.6.5 When the ordinary work cycle provides for a rostered day off, the rostered day off shall not fall on a public holiday, but shall be on the ordinary working day immediately before or immediately after the public holiday, or deferred and to be taken within 12 calendar months.

#### 7.6.6 *Substitution*

Where there is agreement between the majority of employees concerned and the employer, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in clause 7.6:

Provided that, where an employee is subsequently required to work on such substituted day, the employee shall be paid the rate applicable for the holiday that has been substituted.

#### 7.6.7 *Stand down*

Any and every employee who, having been dismissed or stood down by the employer during the month of December in any year, shall be re-employed by that employer at any time before the end of the month of January in the next succeeding year shall, if that employee shall have been employed by that employer for a continuous period of 2 weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid and shall be paid by the employer (at the ordinary rate payable to that employee when so dismissed or stood down) for any one or more of the following holidays, namely, Christmas Day, Boxing Day, and the first day of January occurring during the period on and from the date of dismissal or standing down to and including the date of re-employment as aforesaid.

Where works are closed down at the Easter period, payment shall be made for the following holidays at ordinary rates to employees who have been employed for a period of not less than 3 months:

- (a) Good Friday; and
- (b) Easter Monday:

Provided that the qualification of 3 months prior employment above provided shall not apply to deprive an employee of payment for Good Friday and Easter Monday where the period between Christmas and Easter is less than 3 months, if such employee has been continuously engaged between Christmas and Easter and is re-engaged on reopening the works after Easter. Temporary breaks through wet weather shall not be deemed to break the continuity of employment.

### 7.7 **Cultural leave**

An employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes shall be entitled to up to 10 working days' unpaid leave in any one year provided leave is granted only with the authority of the employer's senior Aboriginal management.

These days may include but will not be limited to tombstone openings, smoking of houses, initiation ceremonies, National Aborigines and Torres Strait Islanders Observance Day, Coming of the Light, or to attend other such ceremonies demanded by the elders to be significant.

## **7.8 Study leave**

- 7.8.1 For the purpose of clause 7.8, study leave means leave to attend courses or seminars approved by the employer which are designed to enhance the employee's knowledge and skills relative to the employer's service. It shall also include courses developed and conducted by the employer and referred to herein as "in service" courses.
- 7.8.2 Employees attending in service courses shall be paid for such time and shall be reimbursed all expenses incurred by their attendance.
- 7.8.3 Applications for leave to attend external courses shall be considered on their individual merits.
- 7.8.4 Where it can be shown that operation of the AHS will not be unduly inconvenienced and that in the employer's view undertaking such a course will benefit clients of the AHS then the application shall be approved.
- 7.8.5 Employees shall have completed 6 months' service before becoming entitled to the provisions of clause 7.8. However, the employer may grant such leave at any time for the purpose of necessarily improving the service offered to clients.
- 7.8.6 The cost associated with such courses shall be borne by the employer up to a maximum of 2 weeks' wages.
- 7.8.7 Study leave for employees to attend full-time studies at an approved tertiary institute may be granted provided that:
- (a) outside funding is provided for replacement for the period of the study leave through an approved program or training scheme;
  - (b) the employee agrees to the conditions applicable to the approved program or training scheme;
  - (c) the employee may take leave without pay for the period of the study leave.

## **7.9 Trade Union training leave**

- 7.9.1 Upon written application by an employee to an employer such application being endorsed by the Union and giving to the employer at least one month's notice, such employee shall be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the Union.

For the purposes of clause 7.9 'ordinary pay' means at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.

The granting of such leave shall be subject to the following conditions:

- (a) An employee must have at least 12 months' uninterrupted service with an employer prior to such leave being granted;
- (b) Clause 7.9 shall not apply to an employer with less than 10 full-time employees bound by this Award;
- (c) The maximum number of employees of one and the same employer attending a course or seminar at the same time will be as follows:

Where the employer employs from 10 to 100 employees	2
Where the employer employs over 200 employees	4

Provided that where the employer has more than one place of employment in Queensland, then the formula above shall apply to the number of employees employed in or from each individual place of employment.

- (d) The granting of such leave shall be subject to the convenience of the employer and so that the operations of the employer will not be unduly affected.
- (e) The scope, content and grade of the course shall be such as to contribute to a better understanding of industrial relations within the employer's operations.
- (f) In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.

(g) Leave granted to attend courses will not incur additional payment if such course coincided with the employee's day off in 38 hour week working arrangements or with any other concessional leave.

(h) Such paid leave will not affect other leave granted to employees under this Award.

### **7.10 Jury service**

An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

"Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

## **PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

No provisions inserted in this Award relevant to this Part.

## **PART 9 - TRAINING AND RELATED MATTERS**

### **9.1 Commitment to training**

9.1.1 The parties to this Award recognise that in order to increase the efficiency and productivity of the enterprise and also the national and international competitiveness of the industries covered by this Award, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
- (c) removing barriers to the use of skills acquired.

## **PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES**

### **10.1 Work in the rain**

Employees working out in the rain for the safety of the works shall be paid double rates for all work so performed and provided with wet weather protection.

### **10.2 Uniforms**

Where uniforms are required to be worn by any employee, the employer shall supply that employee with suitable uniforms in the first year of service. Replacement uniforms shall be provided by the employer, on a worn out basis, during subsequent years.

Provided that an employer who does not supply uniforms to an employee shall pay to the employee an allowance of \$184 per annum or a *pro rata* equivalent in the first year of service and an allowance of \$93.00 per annum or a *pro rata* amount in respect to replacement uniforms during subsequent years.

Where such uniforms are laundered by the employer, the uniforms shall be laundered without charge to the employee. Where uniforms are not laundered by the employer, an allowance of \$2.00 per week shall be paid to the employee.

### **10.3 Clothing allowance**

Counsellors engaged in the alcohol and drug dependence shall be paid a clothing allowance of \$9.80 per fortnight in the first year of service, \$3.60 per fortnight during subsequent years of service.

### **10.4 Laundry allowance**

Where employees are supplied with outer-duty garments, such shall be supplied free of charge and laundered and maintained by the employer:

Provided that a sufficient number of garments shall be supplied:

Provided further that such outer duty garments shall remain the property of the employer.

### **10.5 Rubber gloves**

Rubber gloves shall be provided for dressers where considered appropriate by the employer.

## **PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS**

### **Preamble**

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

### **11.1 Right of entry**

#### *11.1.1 Authorised industrial officer*

- (a) An "Authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

#### *11.1.2 Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
  - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
  - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

#### *11.1.3 Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
  - (i) is ineligible to become a member of the Union; or
  - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
  - (iii) has made a written request to the employer that they do not want their record inspected.

- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

#### 11.1.4 *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:

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

#### 11.1.5 *Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

### **11.2 Time and wages record**

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's award classification;
- (b) the employer's full name;
- (c) the name of the award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;
- (e) if appropriate, the date when the employee ceased employment with the employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

### **11.3 Union encouragement**

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

#### 11.3.1 *Documentation to be provided by employer*

At the point of engagement, an employer to whom this Award applies shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by each employee.

The document provided by the employer shall also identify the existence of a Union encouragement clause in this Award.

#### 11.3.2 *Union delegates*

- (a) Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.
- (b) The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

#### 11.3.3 *Deduction of union fees*

Where arrangements can be entered into, employers are encouraged to provide facilities for the deduction and remittance of Union fees for employees who signify in writing to their employer, their desire to have such membership fees deducted from their wages.

### **11.4 Posting of Award**

A true copy of this Award shall be exhibited in a conspicuous and convenient place on the premises of the employer so as to be easily read by employees.

### **11.5 Union tickets**

The employer shall, on the request in writing of any employee, pay to the Union out of the money due to such employee in respect of wages, the annual contribution of such employee as a member of the Union.

Should the employee signify, in the order authorising the deduction, that they desire such annual contribution to be progressively deducted over subsequent pays, the employer shall so deduct the stated amount in accordance with the terms prescribed in the said authorising order.

Dated 6 May 2003.

By the Commission,  
[L.S.] E.EWALD,  
Industrial Registrar.

Operative Date: 14 July 2003