

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

BORALLON CORRECTIONAL CENTRE AWARD 2003

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Borallon Correctional Centre Award 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 Borallon Correctional Centre Award 2003 as at 1 September 2010.

Dated 1 November 2010.

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

BORALLON CORRECTIONAL CENTRE AWARD 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Borallon Correctional Centre Award 2003.

1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 1 December 2003.

1.4 Coverage

This Award has application to contractors and sub-contractors that have been awarded contracts at the Borallon Centre and their employees for whom rates of pay and classification definitions are contained herein.

This Award does not have application to employees directly employed by the Queensland Corrective Services Commission.

1.5 Parties bound

This Award is binding upon the employees described in clause 1.4, their employers and the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees and its members.

1.6 Definitions

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

1.6.2 "Commission" means the Queensland Industrial Relations Commission.

1.6.3 "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees.

1.7 Pre-existing conditions

Nothing in this Award will act to reduce the wages and conditions of employees currently being paid or observed as at the date of the making of this Award.

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 mentioned 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 the 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 provisions of 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 to the dispute 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 provisions of the Act.

PART 4 - EMPLOYER AND EMPLOYEE DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

4.1 Anti-discrimination

4.1.1 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 any of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

4.1.2 Accordingly, in fulfilling their obligations under the grievance and dispute 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.

4.1.3 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.

4.1.4 Nothing in clause 4.1 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*;
- (b) an employee, employer or registered organization, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.2 Incidental and peripheral tasks

4.2.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.

4.2.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

4.2.3 Any direction issued by an employer pursuant to clauses 4.2.1 and 4.2.2 above will be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.3 Mixed functions

Where any person on any one day performs 2 or more classes of work to which a differential rate fixed by any award or industrial agreement is applicable, such person, if employed for more than 4 hours on the class or classes of work carrying a higher rate, shall be paid in respect of the whole time during which the employee works on that day at the same rate, which shall be at the highest rate fixed by such award or industrial agreement in respect of any of such classes of work, and if employed for 4 hours or less on the class or classes of work carrying a higher rate, shall be paid at such highest rate for 4 hours.

4.4 Part-time employment

4.4.1 A part-time employee is an employee who is employed for not less than 16 hours per week and for less than 38 ordinary hours per week;

Provided that during their induction period part-time employees may work 38 ordinary hours in any one week.

- 4.4.2 Part-time employees shall be paid an hourly rate of the appropriate classification prescribed by clause 5.1 herein, equal to 1/76th of that rate.
- 4.4.3 Such employees shall be entitled to *pro rata* annual, sick and long service leave entitlements, prescribed by this Award, calculated in accordance with the proportion of full-time employees' hours they so work.
- 4.4.4 Subject to the provisions contained herein, all other provisions of the Award relevant to weekly employees shall apply to part-time employees.

4.5 Casual employment

- 4.5.1 A casual employee is an employee, engaged by the hour to work less than 38 hours in any one week:

Provided that during their induction period casual employees may work 40 hours in any one week.

- 4.5.2 Casual employees will be entitled to an hourly rate of 1/76th of the relevant classification and additional loading of 23%. Casual employees will be paid for a minimum of 3 hours for each engagement.
- 4.5.3 All work performed by a casual in excess of 8 hours in any one day or 38 hours in any one week will be paid for at the rate of time and one-half for the first 3 hours and double time thereafter.

4.6 Termination of Employment

4.6.1 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.

4.6.2 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 2 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.

4.6.3 Notice of termination by employee

The notice of termination required to be given by a full-time or part-time employee shall be one week.

If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to one week.

4.6.4 *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.

4.7 Introduction of changes

4.7.1 *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.

4.7.2 *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 alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.7.1.
- (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.

4.8 Redundancy

4.8.1 *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 4.8.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects 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.

4.8.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.8.1 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 4.6.
- (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.

4.8.3 *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 (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.8.3, '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.

4.8.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.8.1, 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.

4.8.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.8.1, 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.

4.8.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.6.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.8.1(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.

4.8.7 *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.

4.8.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.8.1(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.

4.8.9 *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.

4.8.10 *Employees with less than one year's service*

Clause 4.8 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.

4.8.11 *Employees exempted*

Clause 4.8 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.

4.8.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.8 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.

4.8.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.8.6 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 (transmittor) 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 transmittor, and any prior transmittor, 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 transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.8.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.8.14 *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.

4.9 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 Classifications and wage rates

- 5.1.1 "Trainee Officer" means an employee appointed as such to be trained as required. Trainees will remain Trainees until such time as the employer is satisfied such employee is capable of performing the duties of Probationary Officer and meets any requirements stipulated by the Department of Corrective Services or by the relevant Legislation. This term will not exceed the duration of the pre-service training course.
- 5.1.2 "Probationary Officer" - Appointment to this level will be when the employer is satisfied that the employee has sufficient experience and satisfactory service to warrant appointment to the Security or Unit Correctional Officer Level 1 provided that this term will not exceed 6 months.
- 5.1.3 "Security/Unit Correctional Officer Level 1" means an Officer who has successfully completed the probationary period and has a current Certificate in Senior First Aid (including CPR, EAR and First Aid) and is in the process of undertaking Certificate 3 in Correctional Practice or equivalent.
- 5.1.4 "Security/Unit Correctional Officer Level 2" means an Officer who has completed 2080 hours of satisfactory service at Year 1 and who has a current Certificate in Senior First Aid (including CPR, EAR and First Aid) and the Certificate 3 in Correctional Practice or equivalent. Employees who do not attain the certificate 3 in Correctional Practice or equivalent will be required to show cause why they should not be dismissed.
- 5.1.5 "Security/Unit Correctional Officer Level 3" means an Officer who has completed 2080 hours of satisfactory service at Level 2 and who has a current Certificate in Senior First Aid (including CPR, EAR and first aid) and the Certificate 3 in Correctional Practice or equivalent.
- 5.1.6 "Security/Unit Correctional Officer Level 4" means an Officer who has completed 2080 hours of satisfactory service at Level 3 and who has a current Certificate in Senior First Aid (including CPR, EAR and first aid) and the Certificate 4 in Correctional Practice or equivalent.
- 5.1.7 Employees must successfully complete a Certificate 3 in Correctional Practice or equivalent after 2080 hours at Security/Unit Correctional Officer Level 1. Employees who do not will be required to show cause why they should not be dismissed.
- 5.1.8 Employees who are progressing from Level 2 to Level 3 at the commencement of this Award will be permitted 12 months to attain Senior First Aid (including CPR, EAR and First Aid). Employees who have not achieved Certificate 3 in Correctional Practice or equivalent will be required to show cause why they should not be dismissed.

- (a) Employees who have more than 4,160 hours of satisfactory experience as UCO2 at the commencement of this Award will be able to progress to Level 4 subject to:
- (i) Holding a Certificate III in Correctional Practice or equivalent;
 - (ii) Holding a Certificate in Senior First Aid (including CPR, EAR and First Aid); and
 - (iii) Undertaking Certificate IV in Correctional Practice or equivalent. Employees who do not achieve Certificate IV in Correctional Practice within 12 months of the effect of this Award and maintain a current Senior First Aid Certificate will be required to show cause why they should not revert to Level 3.

5.1.9 Existing employees as at 1 July 1999 will receive training in First Aid (including CPR, EAR and First Aid) at company expense. Maintenance of the currency of a certificate in Senior First Aid will be at company expense.

- (a) Employees must achieve and maintain throughout their employment the following:
- (i) Certificate 3 in Correctional Practice or equivalent;
 - (ii) Senior First Aid (including CPR, EAR and First Aid);
 - (iii) any standard prescribed by legislation.;
 - (iv) any standard prescribed by Department of Corrective Services Policy and/or Rule;
 - (v) any standard prescribed by Queensland Corrective Services Commission Policy and/or Rule; and
 - (vi) any Standard prescribed by the relevant Contract.
- (b) Corrections Corporation of Australia will provide reasonable opportunities for employees to achieve and maintain minimum standards of competency which will be at company expense.
- (c) Employees who do not achieve and maintain minimum standards of competency will be required to show cause why they should not be dismissed.

5.1.10 "Security Officer" means an employee appointed as such whose duties include but are not limited to:

- Searches (including drug searches),
- Escorts,
- Staffing of Master Control Room,
- Staffing of Riot Squad,
- Staffing of Dog Squad,
- Patrolling of Gates, Perimeters;
- Gate Control,
- Movement Control of Inmates,
- Visitation.

5.1.11 "Unit Correctional Officer" means an employee appointed as such whose duties include, but are not limited to:

- Unit Security,
- Case Management,
- Unit Management,
- Counselling Inmates,
- Dispensing Hygiene Requirements,
- Supervision of Work including landscaping gangs,
- Supervision of Education,
- Supervision of Recreation/Activities,
- Supervision of Inmates in Cellular Living Accommodation,
- Movement Control of inmates which includes active interaction with inmates,
- Associated Recording Tasks/Functions.

5.1.12 The Wages and classifications of employees covered by this Award shall be as set out hereunder:-

Classification	Wage Rate P.A.
	\$

Trainee Officer	32,577
Probationary Officer	35,142
Security Officer Level 1	37,422
Security Officer Level 2	38,666
Security Officer Level 3	39,493
Security Officer Level 4	40,382
Unit Correctional Officer Level 1	39,918
Unit Correctional Officer Level 2	41,704
Unit Correctional Officer Level 3	42,606
Unit Correctional Officer Level 4	42,933

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 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, Queensland workplace 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.

5.2 Payment of wages

Wages will be paid on a fortnightly basis by way of electronic funds transfer into a nominated bank or by cheque or cash at the discretion of the employer.

5.3 Occupational superannuation

5.3.1 The superannuation provisions for all employees covered by this Award will be in accordance with the Declaration of General Ruling handed down by the Full Bench of the Commission and contained in the Queensland Government Industrial Gazette of 28 March 1987, Vol CXXIV No 55.

5.3.2 For each employee, the employer will contribute a sum in accordance with the provision of the Superannuation Guarantee Charge. This sum is to be paid to an approved superannuation scheme, retrospective to the date of the employee's appointment.

5.3.3 Contributions will be made into a nominated fund agreed between the employer and the Union.

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

6.1 Hours of work

The ordinary hours of duty for employees covered by this Award will not exceed an average of 38 hours per week, worked in accordance with a roster agreed between the employer, the majority of employees affected and the Union.

6.2 Shift work

Extra Payment for Shifts - Employees required to work between the hours of 6.00 p.m. and 6.00 a.m. will be paid an additional 15% for all actual ordinary hours worked during such period:

Provided that this penalty will not apply to work performed between midnight Friday and midnight Sunday.

6.3 Weekend penalties

All time worked by employees between midnight on Friday and midnight on Saturday during the ordinary shift, will be paid for at one and one-half times the ordinary rate, and all time worked between midnight on Saturday and midnight on Sunday during the ordinary shift will be paid for at double time.

6.4 Overtime

All time worked by employees other than casuals in excess of ordinary hours of duty will be paid for as follows:

6.4.1 *Shift workers* - At the rate of double time.

6.4.2 *Non-shift workers* - At the rate of time and a-half for the first 3 hours and double time thereafter:

Provided that all overtime performed on a Sunday will be paid for at double time.

6.4.3 *Meal allowance on overtime* - An employee required to continue working for more than 2 hours after the cessation of ordinary duty will be provided with a reasonable meal by the employer or be paid an allowance of \$9.60.

6.4.4 Any employee other than a casual recalled to perform duty after completing their normal shift or on any leave day or off duty day will be paid at overtime rates for such duty with a minimum payment of 3 hours at overtime rates.

6.5 Meal breaks

6.5.1 All day workers will be allowed a meal break of not less than 30 minutes for a meal during each day, to be taken at an agreed time no later than 6 hours after the commencement of work.

6.5.2 All shift workers will be entitled to a crib break of not less than 30 minutes duration.

6.6 Rest pauses

6.6.1 A weekly employee will be entitled to a rest pause of 10 minutes duration, in the employer's time in the first and second half of their daily work. No deduction of pay will be made for each rest pause so taken.

6.6.2 A casual employee engaged for a period of not more than 4 hours will be entitled to a rest pause of 10 minutes' duration in the employer's time; a casual employee who is engaged for a period of more than 4 hours, but not exceeding 8 hours will be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of their engagement.

6.6.3 Rest pauses will be taken at such times as will not interfere with continuity of work where continuity is necessary.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Every employee (other than a casual employee) 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 on shift work where 3 shifts per day are worked over a period of 7 days per week; and
- (b) not less than 4 weeks in any other case.
- (c) if employees on the work described in clause 7.1.1(a) for part only of such year - an appropriate proportion of each of the annual leave periods prescribed above.

7.1.2 Such annual leave is exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.5) must be paid for by the employer in advance:

- (a) in the case of any and every employee in receipt immediately prior to that leave of ordinary wages at a rate in excess of the ordinary wages payable under clause 5.1.12, at that excess rate; and
- (b) in every other case, at the ordinary time rate of pay payable under clause 5.1.12 to the employee concerned immediately prior to that leave.

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 termination of the employment and shall forthwith pay to the employee, in addition to all other amounts due to them, their pay, calculated in accordance with clause 7.1.5 and also their ordinary time rate of pay for any public holidays occurring during such period of.

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 1/9th of their pay for the period of their employment in the case of a shift worker, and 1/12th of their pay for the period of their employment in the case of a day worker, and the appropriate fraction where clause 7.1.1(c) applies, calculated in accordance with clause 7.1.5.

7.1.5 Calculation of annual leave pay

In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments), shall be calculated as follows:

- (a) Shift workers - Subject to clause 7.1.5(b), the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.
- (b) Supervisory employees - Subject to clause 7.1.5(c), supervisory allowances and other payments of a like nature payable for ordinary time worked, shall be included in the wages to be paid to employees during annual leave.
- (c) All employees - Subject to the provisions of clause 7.1.5(c), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
 - (i) the employee's ordinary wage rate as prescribed in clause 5.1.12 for the period of the annual leave (excluding shift premiums and weekend penalty rates);
 - (ii) supervisory allowances or amounts of a like nature where applicable;
 - (iii) a further amount calculated at the rate of 17 1/2% of the amounts referred to in clauses 7.1.5(c)(i) and 7.1.5(c)(ii).
- (d) Clause 7.1.5(b) does not apply to the following:
 - (i) any period or periods of leave exceeding:
 - 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
 - 4 weeks in any other case.
 - (ii) employers who are already paying an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.6 Unless the employee agrees otherwise, the employer must give the employee at least 14 days' notice of the date from which the employee's annual leave will be taken.

7.1.7 Except as provided in clause 7.1.4, it is not lawful for the employer to give, or for the employee to receive, payment in lieu of annual leave.

7.1.8 Such annual leave will be exclusive of any rostered day off which would have occurred had the employee not been on annual leave.

7.2 Sick leave

7.2.1 Entitlement

(a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 8 days' sick leave for each completed year of their employment with their employer:

Provided that part-time employees accrue sick leave on a proportional basis.

(b) This entitlement will accrue at the rate of one day's sick leave for each 6 weeks of employment.

(c) Payment for sick leave will be made based on the number of ordinary hours which would have been worked by the employee 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.

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 evidence of illness to the employer's satisfaction, 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;
- (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*

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 1 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.

7.4 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 42-57 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 Subject to clause 7.6.7 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 are 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 will 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 time rate of pay 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 *Industrial 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 will be paid for at the rate of double time and a-half with a minimum of 4 hours.

7.6.4 Outside ordinary starting and ceasing times

All time worked on any of the public holidays as defined in 7.6 outside the employee's ordinary starting and ceasing times for the day of the week on which such holiday falls, shall be paid for at double the rate prescribed for such time when worked outside such ordinary starting and ceasing times on an ordinary working day.

7.6.5 Double time and a-half

For the purposes of clause 7.6 "double time and a-half" means one and a-half day's wages in addition to the employee's ordinary time rate of pay or *pro rata* if there is more or less than a day.

7.6.6 Stand down

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and the 1st January (New Year's Day).

7.6.7 Adding days to annual leave

Employees rostered to work on any of the public holidays as defined in 7.6 may by mutual agreement elect to be paid at the rate of time and a-half for the work performed on that holiday and have one extra day added to their annual leave. Any employee who wishes to have this extra day added to their annual leave shall advise their employer in writing not less than 21 days before the relevant holidays.

7.6.8 Substitution

Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of double time and a-half at the employees' ordinary time rate of pay.

7.7 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

8.1 Travelling time and expenses

8.1.1 Employees travelling under the instructions of the employer will be deemed to be working while so travelling so far as they may be travelling during ordinary hours of duty.

8.1.2 All reasonable fares incurred by an employee whilst travelling on employer's business will be paid by the employer. The fares allowed will be:

On passenger coaches	normal fare;
On trains	first class (with sleeping berths if available); and
On passenger aircraft	economy class.

8.1.3 An employee who is required by their employer, within ordinary working hours, to travel in excess of 10 kilometres from the location where they are usually employed, will be allowed reasonable return fares.

8.1.4 If an employee is required, in the course of their work, to remain away from home overnight, they will be reimbursed by their employer for all reasonable expenses actually incurred in obtaining board and accommodation.

8.1.5 A permanent employee who is required by their employer to commence and cease work at other than the Remand and Reception Centre (Brisbane) will, in addition to all other entitlements, be paid for all time in excess of that normally taken to travel between their residence and the Remand and Reception Centre (Brisbane) at ordinary time. In addition, if an employee uses their own vehicle, such employee will be paid for all excess travelling at the rate of 24 cents per kilometre.

PART 9 - TRAINING AND RELATED MATTERS

9.1 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 Uniforms

Where employees are required to wear a uniform, a uniform issue of 2 pairs of trousers, 5 shirts, one jacket, a cap, belt and tie will be provided upon commencing employment. All issues will at all times remain the property of the employer.

Additional issues of uniform will be made on the basis of fair wear and tear. Employees will upon cessation of employment be required to return all uniforms issued to them.

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 the employee does not want that employee's 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 Availability of award

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

11.4 Union encouragement

11.4.1 This Award will operate to encourage employees to join or maintain membership of the Union and for employees to participate in the Union and its activities.

11.4.2 The employer will encourage all prospective and current employees to join and maintain financial membership of the Union.

11.4.3 The employer will provide application forms for Union membership to job applicants, prospective employees and new starters. An introduction to the Union workplace representative will form part of any official induction programme and adequate time will be allowed to ensure discussion concerning relevant issues.

11.4.4 The employer will provide payroll deduction facilities for Union subscriptions payable to the Union. An employee may authorise the employer to make deductions from wages and the employer will remit such subscriptions to the Union.

11.5 Trade union training leave

11.5.1 A Union delegate or duly elected or appointed Union representative will, upon written application by the Union to the employer, such application being endorsed by the Union and given to the employer at least 2 months in advance (or such lesser period as mutually agreed between the Union and the employer/s), be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses or seminars conducted by the Union or specific training courses approved and accredited by the Union. The scope, content and level of such courses or seminars will be such as to contribute to a better understanding of industrial relations within the employer's operations.

Other courses mutually agreed between the Union and an employer, or employers, may be included.

11.5.2 Any written application by the Union seeking release of a delegate or representative to attend a course will include details of the type and content of the course to be attended as well as the dates upon which the course is proposed to be conducted.

11.5.3 For the purposes of these provisions "ordinary pay" will mean the ordinary time earnings paid to the employee exclusive of any allowances, penalty rates or travelling time and fares.

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

11.5.5 The employee must have at least 12 months continuous service with the employer prior to such leave being granted and be the elected Union delegate/representative.

11.5.6 Unless otherwise agreed the maximum number of employees of one and the same employer attending a training course or seminar each year will be as follows:

Where the employer employs between 10 - 50 employees	1
Where the employer employs between 51 - 100 employees	2
Where the employer employs over 100 employees	4

11.5.7 Where an employer has more than one place of employment in Queensland then the maximum number of employees entitled to attend a course at the same time will be 2. This will not prevent an employer from agreeing to release additional employees.

11.5.8 The granting of such leave will be subject to the convenience of the employer so that the operations of the enterprise will not be adversely affected.

Where an employer approaches the Union and demonstrates genuine difficulties with respect to the release of a particular Union delegate or representative at a particular time (including where the employer might have previously advised of its ability to release such Union delegate or representative) the Union will not unreasonably press its request for the release of that delegate/representative at that time. If the matter is not

amicably resolved, it will be processed in accordance with the dispute settlement procedure contained in this Award.

- 11.5.9 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 by the employer to cover the absence of the employee.
- 11.5.10 Leave granted to attend such training courses will not incur any additional payment or alternate time off if such course coincides with an employee's day off in a 19 day month working arrangement, or with any other concessional leave.
- 11.5.11 Such paid leave will not affect other leave granted to employees under this Award.
- 11.5.12 On completion of the course the employee will, upon request, provide to the employer proof of their attendance at the course. Except in the case of sick leave or other authorised leave, non-attendance at a training course will result in the employee not being paid for such time.

Dated 9 December 2003.

By the Commission,
[L.S.] G.D. SAVILL,
Acting Industrial Registrar.

Operative Date: 1 December 2003