

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**CLERICAL AWARD - PRIVATE HOSPITALS - STATE 2003**

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

Dated 1 November 2010.

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

**CLERICAL AWARD - PRIVATE HOSPITALS - STATE 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Clerical Award - Private Hospitals - State 2003.

**1.2 Arrangement**

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**1.3 Date of operation**

This Award shall takes effect from 13 October 2003.

**1.4 Coverage**

Subject to clause 1.4.1 and clause 1.4.2, this Award applies to clerical employees described in clause 5.2 employed in non-governmental public hospitals and/or Private Hospitals, in the State of Queensland.

**1.4.1 Total exemption**

- (a) Any person who is a proprietor, director or manager of a company, business or undertaking, or a person to whom has been delegated the right to engage and terminate the employment of employees.
- (b) Accountants.
- (c) Members of religious orders.
- (d) Employees covered by any other Industrial Agreement or award of the Australian Industrial Relations Commission and/or the Queensland Industrial Relations Commission covering duties of a clerical nature.

#### 1.4.2 *Partial exemption*

- (a) As an alternative to being subject to all Award provisions a full-time employee remunerated in excess of the highest ordinary time wage rate prescribed in clause 5.3.1 of this Award for the southern division eastern district, may mutually agree in writing with the employer not to be bound by the conditions of this Award, except for:
  - Annual Leave
  - Long Service Leave
  - Sick Leave
  - Family Leave
  - Superannuation
  - Union Encouragement
  - Disputes Resolution
  - Termination Change and Redundancy
- (b) A copy of the terms of the agreement will be supplied to the employee.
- (c) There will be taken to be mutual agreement for the purposes of clause 1.4.2(a) if an employer employed a Clerk and remunerated that employee at a level in excess of the highest ordinary time wage rate prescribed in this Award prior to the operation of this award.
- (d) The overall terms and conditions of employment agreed under clause 1.4.2 must be not less favourable than the provisions of this Award as a whole, including work performed on public holidays and the employee shall not be disadvantaged by the agreement, taking into consideration the ordinary time award wage rate the employee would otherwise have been paid had the employee not entered into such agreement.
- (e) For any agreement entered into under clause 1.4.2, and in accordance with section 366(2) of the Act, there will be no requirement for the employer to keep particulars of the employee's starting and finishing times each day.
- (f) If an employee considers that the employee has been disadvantaged by the agreement, this issue must be addressed between the employer and employee in the manner prescribed in clause 3.2 (Grievance and dispute settling procedure). No claim for unpaid wages resulting from clause 1.4.2 may be made under the Act until the grievance and dispute settling procedure under this Award has been concluded.

### 1.5 **Parties bound**

This Award is legally binding upon the employees as prescribed by clause 1.4 and their employers, and upon the Australian Municipal Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees and/or the Branch Secretary of the Federated Clerks' Union of Australia, North Queensland Branch, Union of employees and its members.

### 1.6 **Definitions**

- 1.6.1 "Accrued Day Off " or "ADO" means the day an employee is rostered off due to the accrual of hours over a 4 week period as part of the working of a 38 hour week.
- 1.6.2 "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.6.3 "Commission" means the Queensland Industrial Relations Commission.
- 1.6.4 "Continuous Shift Work" means work that is performed by employees where the hours of work are regularly rostered in accordance with a shift roster covering a 24 hour period over a 7 day week.
- 1.6.5 "Junior" means any person under the age of 21 years who is covered by this Award.

- 1.6.6 "Private Hospital" means a facility licensed as a Private Hospital, in the State of Queensland, pursuant to the *Private Health Facilities Act 1999*, as amended or replaced from time to time.
- 1.6.7 "Rostered Day Off" or "RDO" means any continuous 24 hour period, other than an Accrued Day Off, between the completion of the last ordinary shift and the commencement of the next ordinary shift on which the employee is rostered on for duty.
- 1.6.8 "Union" means the Australian Municipal Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees; or the Federated Clerks' Union of Australia, North Queensland Branch, Union of employees

## **1.7 Area of operation**

The divisions and districts shall be as follows:

### **1.7.1 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; from that latitude west to 147 degrees of east longitude; from that Longitude due south to 22 degrees 30 minutes of south latitude; from that 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; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees of south latitude; from that latitude due east to the sea-coast; from the sea-coast northerly to the point of commencement.

Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

### **1.7.2 Districts**

(a) Northern Division:

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

Western District - The remainder of the Northern Division.

(b) 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; from that longitude due north to 25 degrees of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

## **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 Consultation**

The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the industries covered by this Award and to enhance the career opportunities and job security of employees in such industries.

### **3.2 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.

- 3.2.1 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.
- 3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, 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.
- 3.2.3 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 3.2.5.
- 3.2.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.2.2, the matter shall, in the case of a member of an 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 an 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 3.2.2 will not result in resolution of the dispute.
- 3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, 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.
- 3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.2.7 Except in the instance of termination of employment the *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.2.8 All parties to any dispute shall give due consideration to matters raised or any suggestion or recommendation made by an Industrial Commissioner with a view to the prompt settlement of the dispute.
- 3.2.9 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.
- 3.2.10 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 EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **4.1 Contract of employment**

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 prescribed in clause 4.2); or
- (c) casual (as prescribed in clause 4.3).

## 4.2 Part-time employees

4.2.1 An employer may employ part-time employees in any classification in this Award.

4.2.2 A part-time employee is an employee who:

- (a) has been engaged as a part-time employee in accordance with clause 4.1; and
- (b) has reasonably predictable hours of work; and
- (c) is employed for a minimum of 15.2 hours per week and for not more than an average of 32 ordinary hours per week:

Provided that:

- (i) where an employee requests and the employer agrees, a part-time employee may be employed for less than 15.2 hours but not less than 4 hours per week;
  - (ii) where there is mutual agreement, a part-time employee may work more than 32 ordinary hours per week but less than 37 hours per week;
  - (iii) where agreement is reached in relation to clauses 4.2.2(c)(i) or (ii), such agreement shall be recorded in writing.
- (d) receives, on a *pro rata* basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

4.2.3 At the time of engagement, the employer and the employee will agree in writing on the average number of ordinary hours to be worked per week during the working cycle permitted by clause 6.1.

- (a) The agreed number of ordinary hours per week may only be varied by mutual agreement. Any such agreed variation to the number of weekly hours of work will be recorded in writing.
- (b) Any variation to the normal work pattern will be by agreement with the employee/s directly affected.

4.2.4 *Hours* - The ordinary daily working hours shall be worked continuously, excluding meal breaks, and shall be not less than 4 hours nor more than 8 hours per day, except that by agreement between the employer and the employee, ordinary hours not exceeding 10 hours per day may be worked.

4.2.5 *Overtime* - Overtime shall be paid at the rates prescribed in clause 6.10 for:

- (a) all time worked in excess of 8 ordinary hours per day; or
- (c) all time worked in excess of 10 ordinary hours per day where 10 ordinary hours is agreed in accordance with clause 4.2.4
- (c) time worked in excess of the agreed number of hours each week, as defined by clause 4.2.2(c) and clause 4.2.4.

4.2.6 A part-time employee employed under clause 4.2 must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

4.2.7 Where an employee and their employer agree in writing, part-time employment may be converted to full-time, and vice-versa, on a permanent basis or for a specified period of time. If such an employee transfers from full-time to part-time (or vice-versa), all accrued Award and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

## 4.3 Casual employment

4.3.1 *Definition*

A casual employee is an employee who is engaged by the hour and who may terminate their employment or whose employment may be terminated by the employer without notice.

4.3.2 *Rate of pay*

Casual employees shall be paid an hourly rate calculated by dividing the weekly rate of the appropriate classification by 38 and adding a loading of 23%. The loading shall apply whether or not other ordinary time penalty rates (eg week-end penalty rates) apply.

#### 4.3.3 Hours

All time worked outside the spread of ordinary working hours or in excess of 8 in any one day or 38 in any one week shall be paid for at overtime rates except where the arrangement of hours are worked in accordance with clause 6.2.3:

Provided a minimum of 2 hours shall be paid for each engagement.

#### 4.4 Labour flexibility and Incidental and peripheral tasks

4.4.1 The parties to this Award agree:

- (a) that employees shall perform if or as required by the employer a wider range of duties, including work which is incidental or peripheral to their main tasks or functions

Provided such duties are reasonably within the limits of the employee's skill, competence and training.

- (b) that employees shall perform such work as is reasonable and lawfully required of them by their employer including accepting instructions from authorised personnel.

- (c) that employees shall comply with all reasonable requests to perform any work provided for by this Award.

- (d) that where necessary, training shall be provided by the employer to ensure that employees are capable of meeting the employer's requirements in relation to the quality and accuracy of the work assigned to them.

- (e) that employees shall not unreasonably impose any limitations or continue to enforce any limitations on supervisors or technical personnel demonstrating the use of new equipment or machinery for the purpose of training clerical employees on the use of such equipment or machinery:

Provided that appropriate consultation in relation to the introduction of new technology has taken place in accordance with the provisions of clause 4.7 (Introduction of changes):

Provided further that consultation with the nominated representative of the employees has taken place, employees shall not impose any restrictions or limitations on the review of work methods.

4.4.2 Employees shall use such equipment as may be required by the employer, provided that the employee has been properly trained in the use of such equipment and the direction is consistent with the employer's responsibilities to provide a safe and healthy working environment.

#### 4.5 Anti-discrimination

4.5.1 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* 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.

4.5.2 Accordingly in fulfilling their obligations under the grievance and disputes settling procedure in this Award, 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.

4.5.3 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.

4.5.4 Nothing in clause 4.5 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.

## **4.6 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 an 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 the ordinary time rate for the period of notice.

### *4.6.4 Payment of all monies owing on termination*

Payment of monies owing on termination can be paid by mutual consent between the employer and former employee into an electronic funds transfer account, or equivalent, within 3 working days after the employment stops. Where the notice given has not been paid in lieu but has been worked, the employer must pay the employee monies due on termination at or before the employee ceases duty.

### *4.6.5 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.

(In the instance where commission payments, in whole or in part, are a feature of the Award, then reference to s. 7 of the *Industrial Relations Regulations 2000* offers assistance in the method of calculation to be adopted.)

#### 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 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 4.8.13(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 Classification definitions**

#### 5.1.1 *Classification criteria*

- (a) "Classification Criteria" are guidelines to determine the appropriate classification Level under this Award and consist of characteristics and typical duties/skills.
- (b) The characteristics are the principal or primary guide to classification as they are designed to indicate the Level of basic knowledge, a comprehension of issues, problems and procedures required and the Level of responsibility/accountability of the position. The totality of the characteristics must be read as a whole to obtain a clear understanding of the essential features of any particular Level and the competency required.
- (c) The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended within the particular Level. They are an indicative guide only and at any particular Level employees may be expected to undertake duties of any Level lower than their own. Employees at any particular Level may perform/utilise one such duty/skill, or many of them, depending on the particular work allocated.
- (d) The key issue to be looked at in properly classifying an employee is the Level of initiative, responsibility/accountability, competency and skill that the employee is required to exercise in the work they perform within the parameters of the characteristics and not the duties they perform per se. It will be noted that some typical indicative duties/skills appear at only one Level, whereas others appear in more than one Level with little apparent differentiation. However, when assigning a classification to an employee, or when reclassifying an employee, this needs to be done by reference to the specific characteristics of the Level. For example, whilst shorthand is first specifically mentioned in Level 2 (100wpm) in terms of typical duties/skills, it does not mean that as soon as an employee performs any shorthand that they automatically become Level 2. They would achieve a Level 2 classification when they have achieved the Level of initiative, responsibility/accountability, skill and competency envisaged by the characteristics.
- (e) Level 1 in this structure is to be viewed as the Level at which employees learn and gain competency in the basic clerical skills required by the employer, which in many cases, would lead to progress through the classification structure as their competency and skills are increased and utilised.

#### 5.1.2 *Reclassification criteria*

In the event that there is a claim for reclassification by an employee to a higher level under this structure on the ground that the employee's duties and responsibilities are reflected within the classification criteria for that level, the Award grievance and dispute settling procedure (clause 3.2) shall be followed.

### **5.2 Classification levels**

All adult employees shall be classified in one of the following levels:

#### 5.2.1 *LEVEL 1*

Range = 88% - 94%

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

### *Characteristics*

Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions. Later, work is likely to be performed under routine supervision with intermittent checking.

Such employees perform routine clerical and office functions requiring an understanding of clear, straight forward rules or procedures. Problems can usually be solved by reference to established practices, procedures and instructions.

Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification.

### *Typical Duties/Skills*

Indicative typical duties and skills of this level may include:

Directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and greeting of visitors eg. reception, switchboard.

- Telephonists involved in the manipulation of communication apparatus, including keyboard/switchboard.
- Maintenance of basic manual and/or computerised records.
- Filing, recording, matching, checking and batching of accounts, records, invoices, orders, store requisitions, etc.
- Handling, recording or distributing mail including messenger service.
- Simple stock control functions (eg. seeing that the office or department has adequate supplies of stationery, standard printed forms, tea room amenities etc.) within clearly established parameters.
- Copy typing and audio typing. The routine operation of a range of equipment including adding machines, calculators, cash registers, facsimile and telex machines, photocopiers, guillotines, franking machines, switchboard, computerised radio/telephone equipment, or any other equipment to facilitate communications, paging systems, telephone/intercom systems, telephone answering machines.
- The basic use of keyboard operated equipment including typewriters/computers, word processing, micro personal computers and attached printers.

## 5.2.2 LEVEL 2

Range = 96% - 100%

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

### *Characteristics*

This level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under limited supervision.

Employees at this level are responsible and accountable for their own work, with checking related to overall progress. In some situations detailed instructions may be necessary. Employees are required to exercise judgement and initiative within a broad range of their skills and knowledge.

The work of these employees may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.

### *Typical Duties/Skills*

Indicative typical duties and skills at this level may include:

- Responding to inquiries, where presentation and the use of interpersonal skills together with the acquisition of sound knowledge of the organisation's operations and services are a key aspect of the position, eg. reception/switchboard.

- Specialised operations of computerised radio/telephone equipment, micro personal computer and typewriter.
- Word processing eg. the use of a word processing software package to create, format, edit correct, print and save text documents.
- Stenographer/person solely employed to take shorthand at 100 words per minute and to transcribe by means of appropriate keyboard equipment at 98% accuracy.
- Basic medical terminology typing.
- Basic clinical coding.
- Copy typing and audio typing at 65 words per minute at 98% accuracy.
- Maintenance of records and/or journals including initial processing and recording relating to the following:
  - reconciliation of accounts balance
  - incoming/outgoing cheques
  - invoices
  - debit/credit items
  - payroll data
  - petty cash imprest system
  - letters etc.
- Secretarial - performing a broad range of clerical functions within this level.
- Computer applications involving clerical skills at this level which may include one or more of the following functions:
  - create a data base/files/records
  - spreadsheet/worksheet
  - graphics
  - accounting/payroll file following standard procedures and using existing models/fields of information.

### 5.2.3 LEVEL 3

Range = 107% - 110%

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

#### *Characteristics*

Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work.

Work is likely to be without supervision with general guidance on progress and outcomes sought and involves the application of knowledge with depth in some areas and a broad range of skills. Initiative, discretion and judgement are required in carrying out assigned duties.

Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Level 1 and 2 and would be able to train such employees by means of personal instruction and demonstration.

#### *Typical Duties/Skills*

Indicative typical duties and skills in this level may include:

- Prepare cash payment summaries, banking report and bank statements, calculate and maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger etc. at a higher level than at Level 2.
- Provide detailed advice and information on the organisation's products and services; respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills.
- Secretarial - performing a broad range of clerical functions at a higher level than at Level 2.

- Apply computer software packages utilising clerical skills at a higher level than at Level 2.
- Medical terminology typing at a standard of skill required at this level.
- Clinical coding at a standard of skill at a higher level than Level 2.

#### 5.2.4 LEVEL 4

Range = 112% - 115%

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

##### *Characteristics*

Employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give independent advice and/or information to the organisation and clients in relation to specific areas of their responsibility.

Whilst not a pre-requisite a feature of this level is responsibility for supervision of employees in lower levels in terms of co-ordinating work flow, checking progress and resolving problems.

Judgement is required in planning and selecting appropriate equipment, services, techniques and work organisation for self and others.

They exercise initiative, discretion and judgement regularly in the performance of their duties. They are able to train employees in Levels 1 - 3 by personal instruction and demonstration.

##### *Typical Duties/Skills*

Indicative typical duties and skills in this level may include:

Secretarial/Executive Services - performing a broad range of clerical functions at a level higher than at Level 3, which may include the following:

- Maintain executive diary; attend executive/organisational meetings and take minutes; establish and/or maintain current working and personal filing systems for executive; answer executive correspondence from verbal or handwritten instructions.
- Responsibility for the preparation of financial/tax schedules; calculation of costings and/or wage and salary requirements; completion of personnel/payroll data for authorisation; reconciliation of accounts to balance.
- Advise on/provide information on one or more of the following:
  - (a) employment conditions;
  - (b) workers compensation procedures and regulations;
  - (c) superannuation entitlements, procedures and regulations.
- Apply computer software packages utilising clerical skills at a level higher than at Level 3.
- Medical terminology typing at a standard of skill required at this level.
- Clinical coding at a standard of skill at a higher level than level 3.

#### 5.2.5 LEVEL 5

Range = 122% - 125%

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

##### *Characteristics*

Employees at this level are subject to broad guidance or direction and would report to more senior staff as required.

Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to independently advise on a range

of activities and features and contribute, as required, to the determination of objectives, within the relevant field/s of their expertise.

They are responsible and accountable for their own work; and may have delegated responsibility for the work under their control or supervision, in terms of, *inter alia*, scheduling workloads, resolving operations problems, monitoring the quality of work produced as well as counselling staff for performance as well as work related matters.

They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They often exercise initiative, discretion and judgement in the performance of their duties.

The possession of relevant post secondary qualifications may be appropriate but not essential.

#### *Typical Duties/Skills*

Indicative typical duties and skills in this level may include:

- Operates and is responsible for a complex and diverse payroll system.
- Apply detailed knowledge of organisation's objectives, performance, projected areas of growth, product trends and general industry conditions for the purposes of assisting in developing policy or new products and services to meet changing market needs or other circumstances.
- Application of computer software packages including evaluating and determining optimum software solutions or the integration of complex word processing/data/graphics text.
- Prepare internal reports for management in any or all of the following areas:
  - (a) account/financial
  - (b) staffing
  - (c) legislative requirements
  - (d) other significant company activities/operations.
- Finalise quotations or costings by applying a detailed knowledge of variable inputs, margins, market conditions, supply and delivery arrangements.
- Executive Secretary/Executive Assistant who performs a broad range of executive support functions with minimal direction or supervision.
- Medical terminology typing at a standard of skill and responsibility required at this level.
- Clinical coding at a standard of skill and responsibility at a higher level than Level 4.
- The achievement of an accredited standard may be appropriate but not essential.

#### 5.2.6 LEVEL 6

130%

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

#### *Characteristics*

Work at this level is usually performed in relation to established priorities, task methodology and work practices to achieve results in line with the organisation goals.

The work may include preparing papers and reports, drafting complex correspondence for senior officers, undertaking activities of a specialist or detailed nature, assisting in the preparation of procedural guidelines, providing, interpreting and analysing information for clients or other interested parties, exercising specific process responsibilities, and overseeing and co-ordinating the work of subordinate staff.

Work at this level includes supervision of a work group, small work area or office within the total organisational structure and co-ordination of a range of organisation functions.

Work is performed under general direction as to work priorities and may be of a technical or professional, project, procedural or processing nature, or a combination of these.

Direction exercised over work performed at this level may be less direct than at lower levels and is usually



related to task methodologies and work practices. Staff would be expected to set priorities and to monitor work flow in the area of responsibility.

The work at this level requires the application of knowledge usually gained through previous experience in the discipline or from post secondary or tertiary study. The work may require the co-ordination of a range of organisation functions and the exercising of judgement and/or delegated authority in areas where precedents or procedures are not clearly defined.

Independent action may be exercised at this level, eg. developing procedures, management strategies and guidelines.

*Typical Duties/Skills*

Indicative typical duties and skills at this level may include:

- Supervision of staff, setting priorities, monitoring work flow, and the development of strategies or work practices.
- Responsibility for the development of appropriate training programmes related to group development.
- Application of equal employment opportunity and industrial relations principles.
- Application of occupational health and safety guidelines and principles.
- Providing advice in relation to personal and career development related to work requirements.
- Liaison or communication with clients or other interested groups.
- General knowledge of the organisation's operations, combined with a specialist knowledge of major activities within the work area.
- Ability to investigate interpret or evaluate information where legislation, regulations, instructions or procedural guidelines do not give adequate or specific answers.
- Medical terminology typing at a standard of skill and responsibility required at this level.
- Clinical coding at a standard of skill and responsibility at a level higher than level 5.

The achievement of an accredited standard may be appropriate but not essential.

**5.3 Wages**

5.3.1 *Adults*

The weekly rates of pay for adult employees in the Southern Division (Eastern District) shall be as follows:

Classification Level	Relativity	Adult service within Level	Total Minimum Rate Per Week \$
Level 1	88%	1 <sup>st</sup> year of adult service	629.90
	90%	2 <sup>nd</sup> year of adult service	638.30
	92%	3 <sup>rd</sup> year of adult service	646.60
	94%	4 <sup>th</sup> year of adult service	655.00
Level 2	96%	1 <sup>st</sup> year of adult service	663.30
	98%	2 <sup>nd</sup> year of adult service	671.70
	100%	3 <sup>rd</sup> year of adult service	682.00
Level 3	107%	1 <sup>st</sup> year of adult service	711.20
	110%	2 <sup>nd</sup> year of adult service	723.70
Level 4	112%	1 <sup>st</sup> year of adult service	730.10
	115%	2 <sup>nd</sup> year of adult service	742.60
Level 5	122%	1 <sup>st</sup> year of adult service	771.80
	125%	2 <sup>nd</sup> year of adult service	784.30

Level 6                                      130%                                      1<sup>st</sup> year of adult service                                      810.00

### 5.3.2 *Pay points for adult employees*

- (a) Each Level 1 to 5 of the structure contains varying pay points which provide for automatic yearly service increments within a level.
- (b) Appointment to a higher level is to occur where an employee is required to perform duties and skills at such a higher level in accordance with the classification criteria.
- (c) An employee may progress to a higher level in accordance with clause 5.3.2 without having progressed through all paypoints within a lesser level.

5.3.3 *Years of Service* - Years of service are the years of service of a clerical employee within the classification level in the industry as a whole including years of service with the employer.

5.3.4 *Savings* - No employee employed by the employer prior to 4 March 1996 is to suffer any reduction in ordinary time earnings as a result of this Award.

### 5.3.5 *Juniors*

The rates of pay for Junior employees shall be as follows:

	Percentage of appropriate Adult Total Minimum Rate
	%
15 and under 16 years of age	45
16 and under 17 years of age	50
17 and under 18 years of age	55
18 and under 19 years of age	65
19 and under 20 years of age	75
20 and under 21 years of age	85

Junior rates of pay are expressed as a percentage of the appropriate minimum adult rate in either Levels 1 or 2, with the first pay point in Levels 1 or 2 reflecting the wage rate upon which the Junior percentages above are calculated.

Junior rates shall be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple.

Whether the first pay point in Level 1 or 2 is used depends on whether the Junior is performing work which falls within Level 1 (in which case the first adult pay point of Level 1 is used) or any Level above Level 1, in which case the first adult pay point in Level 2 is used.

Once a Junior employee reaches 21 years of age this employee then must be slotted into the appropriate Level (1 to 5) and commence on the wage rate reflected by the first pay point at that Level.

5.3.6 **NOTE:** 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..

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.

## 5.4 **Higher duties payment**

An employee who is called upon to perform work at a Level above their current classified Level for a period of more than two days, will be paid at the minimum Award rate prescribed for that higher Level for the whole period involved on such higher Level duties.

## **5.5 Payment of Wages**

- 5.5.1 Except where otherwise mutually agreed between the employer and the majority of employees, payment of wages shall be made in cash or by Electronic Funds Transfer, either weekly or fortnightly and either on a Friday or on the day which coincides with the pay day of the majority of the establishment. Where the pay day falls on a holiday, the preceding business day shall be the pay day for that period.
- 5.5.2 In case of dismissal of an employee or leaving the service of an employer after having given the prescribed notice, the employee shall be paid all wages due within 3 days after the employment stops. If such wages are not paid within the time prescribed all waiting time in excess of 15 minutes shall be paid for at overtime rates.
- 5.5.3 Employees going on annual leave shall be paid for such annual leave before departure.

## **5.6 Allowances**

### *5.6.1 Employees using own motor vehicle*

Employees who are required to use their own motor vehicle on the employer's business shall be paid a car allowance of 30 cents per kilometre.

### *5.6.2 Uniforms*

Where the employees are required by the employer to wear a uniform, the employer shall supply free of charge uniforms of a type or design considered most suitable, or in lieu thereof, an allowance of \$159.00 per annum paid *pro rata* each pay day. Additionally, an allowance of \$1.85 per week for laundry shall be paid.

### *5.6.3 Divisional and district allowances*

(a) Adult employees (21 years and over) in the Mackay Division shall be paid 90 cents per week and adult employees (21 years and over) in the Eastern District of the Northern Division shall be paid \$1.05 per week in addition to the rates above prescribed.

#### *(b) Western Allowance -*

In addition to the rates of wages set out in this Award for the Eastern Districts, the following Western allowances shall be paid to all clerks to whom this Award applies employed in the Western Districts of the Southern and Northern Divisions:

- (i) In the case of adults of the age of 21 years and over in the Western District of the Southern Division - \$1.05 per week.
- (ii) In the case of Juniors under the age of 21 years in the Western District of the Southern division - 53 cents per week.
- (iii) In the case of adults of the age of 21 years and over in the Western District of the Northern Division - \$2.20 per week.
- (iv) In the case of Juniors under the age of 21 years in the Western District of the Northern Division - \$1.10 per week.

## **5.7 Superannuation**

- 5.7.1 For the purpose of the employee enjoying a higher contribution to his or her Occupational Superannuation Fund, an employer and an employee may agree at the written request of the employee that the employee will sacrifice part of their wages due under this Award, provided that such sacrificed part of their wages is paid by the employer to the credit of the employee in an agreed complying Fund.
- 5.7.2 Superannuation Contribution

(a) An employer shall contribute to one of the following funds - Private Hospitals Employees Superannuation Fund, Sunsuper, Health Employees Superannuation Trust Australia, National Catholic Superannuation Fund, Sisters of Mercy Staff Superannuation Scheme - on behalf of each eligible employee, such superannuation contributions as required to comply with the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time.

It is noted that the Federal Government legislation requires employers to contribute 9% on behalf of eligible employees at the time of making this award.

(b) Contributions on behalf of each eligible employee shall apply from the date of the employee's commencement of

employment with the employer notwithstanding the date the membership application was forwarded to the Fund. Such contributions will be made at least monthly.

- (c) The amount of contributions to the fund shall be calculated to the nearest 10 cents, any fraction below five cents shall be disregarded.
- (d) "Ordinary time earnings" for the purposes of clause 5.7 means the actual ordinary time rate of pay the employee receives for ordinary hours of work including shift loading, skill allowances and leading hand allowances, where applicable. The term includes any over-award 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, fares and travelling time allowances or any other extraneous payments of a like nature.
- (e) The fund and the amount of contributions paid in accordance with this clause shall be included in pay advice notices provided by a respondent employer to each employee.
- (f) Each employee shall be given equal access to all information concerning the approved Occupational Superannuation funds set out in (a) above.
- (g) The employee shall choose the fund into which the employer shall make contributions on the employee's behalf.
- (h) Employers to participate in nominated Fund:

An employer shall make application to the Fund to become a participating employer in the Fund and shall become a participating employer upon acceptance by the Trustee of the Fund.

An employer shall provide each employee who is not a member of the Fund with a membership application form upon commencement of this clause and thereafter upon commencement of employment.

Each employee shall be required to complete the membership application and the employer shall forward the completed application to the Fund by the end of the calendar month of commencement of this clause or commencement of employment.

- (i) Provision for workers to make superannuation contributions to the Award fund:

An employee may make contributions to the Fund in addition to those made by the respondent employer under subclause 5.7.2(a)

An employee who wishes to make additional contributions must authorise the respondent employer in writing to pay into the Fund, from the employee's wages, a specified amount in accordance with the Fund trust deed and rules.

An employer who receives written authorisation from the employee, must commence making payments into the fund on behalf of the employee within 14 days of receipt of the authorisation.

An employee may vary his or her additional contributions by a written authorisation and the employer must alter the additional contributions within 14 days of the receipt of the authorisation.

Additional employee contributions to the fund requested under this subclause shall be expressed in whole dollars.

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

### **6.1 Hours of work - Full-time employees**

6.1.1 The ordinary hours of work shall be an average of 38 hours per week to be worked on one of the following bases, subject to clauses 6.2 (Implementation of 38 Hour Week) and 6.1.2:

- (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 day; or
- (d) 152 hours within a work cycle not exceeding 28 consecutive days:

6.1.2 Where the employer and the employees in a work section or sections agree, 160 hours may be worked within a work cycle not exceeding 28 consecutive days with provision for 1 ADO per cycle up to a maximum of 5.

6.1.3 *Shift work* - Provisions relating to shift work or hours of work in this Award shall not apply to employers who have alternative shift work and/or extended spread of ordinary working hours agreements negotiated either as a 2nd Tier Order and listed in Schedule B of the Clerical Employees Award - State 2002 or by agreement with the Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees pursuant to clauses 6.1 (Hours of work) and 6.8 (Shift work) of the Clerical Employees Award - State 2002.

## **6.2 Working of a 38 hour week**

6.2.1 An employee to whom this clause applies is entitled to 2 full days off each week.

6.2.2 The 38 hour week shall be implemented on one of the following bases, most suitable to the particular operation, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:

(a) 4 days of 8 hours and 1 of 6 hours;

(b) 19 days of 8 hours each day in a work cycle of 28 consecutive days;

(c) The banking of a day each month up to a maximum of 5 days, to be taken at times mutually acceptable to the employer and the employee, but not later than 12 calendar months of the date on which the first ADO was accrued;

(d) 4 days at 9 and a-half hours per day;

(e) 5 days to be worked at a total of 7 hours and 36 minutes per day;

(f) 4 or 5 days to be worked with no less than 6 hours nor more than 10 hours on any day;

(g) Any combination of the above arrangements over a normal roster period.

6.2.3 The ordinary hours of work arrangement agreed upon in clause 6.2.2 is subject to the following conditions:

(a) The hours of work may be worked within a span of 6 to 12 hours per day exclusive of meal breaks:

Provided that where shifts shall exceed 8 hours per day, such hours of work shall only be worked by agreement in writing between the employer and the employee:

Provided further that the maximum span of 12 hours within which ordinary hours may be worked on any day may be extended by written agreement entered into between the employer and the relevant Union.

(b) Where shifts greater than 10 hours per day are to be worked, such shifts shall only be worked by agreement in writing between the employer and the appropriate Union/s:

Provided that where shifts of more than 10 hours per day are rostered for work, employees working such hours cannot be rostered for work on more than 3 consecutive shifts of 10 hours or more without a break of at least 48 hours, and further provided that no more than 8 shifts of more than 10 hours can be worked in a 4 week period.

(c) In relation to clauses 6.1.1(d) and 6.1.2, unless otherwise specified, an employee shall be entitled to 9 full days off per 4 week period.

(d) No employee shall work more than 10 days in succession without a rostered day off.

## **6.3 Procedures for discussions**

6.3.1 The employer and all employees concerned shall consult over the most appropriate means of implementing and working a 38 hour week.

6.3.2 The objective of consultation is to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.2.

6.3.3 The outcome of any consultation shall be recorded in writing.

6.3.4 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.

6.3.5 Notwithstanding the consultative procedure 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.

- 6.3.6 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 this clause, including clause 6.3.5.

#### **6.4 Special provisions for banking of days**

- 6.4.1 Where an ADO falls on a public holiday, the following day may be taken where practicable in lieu.
- 6.4.2 Each day of paid leave taken (not including annual leave, long service leave and periods of workers compensation) and any public holiday occurring during any cycle of 4 weeks shall be regarded as a day worked for accrual purposes.

#### **6.5 19 day month provisions**

- 6.5.1 As far as practicable the ADO should be continuous with normal rostered days off.
- 6.5.2 Where the ADO falls on a public holiday the following day may be taken where practicable in lieu thereof.
- 6.5.3 Subject to clause 9.1.1(b) employees shall be entitled to a week's wages in accordance with clause 5.3 for each week of the cycle:

Provided that the employer may, subject to agreement in writing with the majority of the employees involved, pay wages fortnightly according to the average hours worked or the actual hours worked in that fortnightly pay period.

- 6.5.4 The entitlement to an ADO on full pay is subject to the following:
- (a) Each day of paid leave taken (not including annual leave and long service leave) and any public holiday occurring during any cycle of 4 weeks shall be regarded as a day worked for accrual purposes.
  - (b) An employee who has not worked a completed 4 week cycle in order to accrue a rostered day off shall be paid a *pro rata* amount for credits accrued for each day worked in such cycle payable for the rostered day off (ie. an amount of 24 minutes for each 8 hour day worked or 2 hours each 40 hours worked).

#### **6.5.5 Sickness on an ADO**

Where an employee is sick or injured on his/her ADO he/she shall not be entitled to sick pay nor shall his/her sick pay entitlement be reduced as a result of his/her sickness or injury on that day.

#### **6.6 Spread of hours for broken shifts**

Where broken shifts are worked the spread of hours shall not exceed 12 hours per day.

#### **6.7 Minimum break between shifts**

The roster for all full-time employees shall provide for a minimum of 10 hours break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day. In the case of changeover of rosters, 8 hours shall be substituted for 10 hours.

#### **6.8 Meal breaks**

All employees are entitled to meal breaks as follows:

- 6.8.1 Employees who work a minimum of 5 continuous ordinary hours in any work shall receive an unpaid meal break of a minimum of 30 minutes, and a maximum of 1 hour.
- 6.8.2 No more than 6 continuous hours are to be worked without a meal break of 30 minutes being taken.
- 6.8.3 Where employees do not receive at least a 30 minute break before the expiration of 6 continuous hours of work, then such employees are to be paid at one and a half times their ordinary rate until a break of 30 minutes is taken.
- 6.8.4 A further meal break of 30 minutes is to be provided where employees work more than 5 hours after taking the first meal break. This further meal break is to be paid at ordinary rates.
- 6.8.5 Where employees are required to work overtime for 2 hours or more after their normal rostered ceasing time,

then the employee is to be allowed a meal break of at least 30 minutes which is to be paid at ordinary time. In such circumstances, the employer is to either provide a meal of reasonable quality and quantity or pay \$9.60 in lieu of such meal.

## **6.9 Rest pauses**

6.9.1 Any employee who works at least 7.6 hours in any one work period shall be entitled to a paid 10 minute rest pauses in the employer's time in the first and second halves of their work

An employee who works at least 4 ordinary hours shall be entitled to a paid 10 minute rest pause during their period of work.

Such rest pauses shall be taken at such times as will not interfere with the continuity of work when continuity is necessary.

6.9.2 Despite clause 6.9.1, where there is agreement between the employer and the majority of employees concerned, the 2 rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working period, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary working period is broken up into 3 approximately equal work periods.

## **6.10 Overtime**

6.10.1 No employee shall work overtime without permission of the employer, and payment for overtime so worked shall be claimed, adjusted and made at the next ensuing date of payment for such employee. Overtime shall be deemed payable when it is entered on the time sheet and authorised by the employer's representative who requested such overtime to be worked.

6.10.2 Notwithstanding the provision of this clause, there may be an agreement in writing between the employee and the employer to take time off with pay. Such time off shall be equivalent to the number of ordinary hours pay that the employee would have received for such overtime. Accumulated time must be taken within 4 weeks from the time of accumulation and at a time mutually agreed between the employee and the employer, provided that outstanding accrued overtime shall be paid at the appropriate rate in full at the time of termination, for any reason, by either party.

6.10.3 Overtime payments for all time worked by all employees outside the rostered ordinary hours or in excess of the ordinary hours shall be made at the rate of time and a-half for the first 3 hours and double time thereafter, Monday to Saturday inclusive.

6.10.4 All overtime worked on a Sunday shall be paid for at the rate of double time.

6.10.5 All work performed on an employee's Accrued Day Off shall be paid for at the rate of double time.

## **6.11 Roster**

6.11.1 Each employer shall keep posted in some position in the premises, accessible to the employee, a roster setting out the ordinary starting and ceasing times.

6.11.2 In the case of full-time employees and part-time employees who work a specified number of hours each week, and unless otherwise mutually agreed between the employer and employee:

(a) 2 weeks notice of rostered day off or days off shall be given;

(b) 2 days notice of an altered starting and/or ceasing time within a roster.

## **6.12 Penalty Payments**

### **6.12.1 Monday to Friday Penalty Rates**

Full-time, part-time and casual employees who commence to be employed from 4 March 1996 shall be entitled to the following penalty rates:

All ordinary time worked on shifts where the major portion of the shift is worked between the hours of 4.00 p.m. and 8.00 a.m. the following day - 15%.

### **6.12.2 Week-end penalty rates**

Full-time, part-time and casual employees who commence to be employed from 4 March 1996 shall be entitled to the following penalty rates:

All ordinary time worked on shifts from midnight Friday to midnight Sunday - time and a-half.

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

### **7.1 Annual Leave**

7.1.1 Every full-time employee covered by this Award, shall at the end of each year of such employee's employment, be entitled to annual leave on full pay as set out below.

7.1.2 The accrual rate for annual leave as from 4 November 1990 shall be as follows:

- (a) For non-continuous shift workers and day workers - 152 hours per annum (ie. 4 weeks annual leave per annum on a 38 hour week basis).
- (b) For Continuous Shift Workers - 190 hours per annum (ie. 5 weeks annual leave per annum on a 38 hour week basis).

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

#### *7.1.3 Leave debit*

Leave debits on and after 5 November 1990 will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of the hours actually taken.

#### *7.1.4 Accrued Day Off*

- (a) An employee shall not derive any additional benefit for Accrued Days Off which fall within a period of annual leave.
- (b) Annual leave shall be exclusive of any public holiday which may occur during the period of annual leave.
- (c) Subject to clauses 7.1.5 and 7.1.6, an employer shall pay annual leave in advance.
- (d) Subject to clause 7.1.4(e), annual leave shall be calculated according to an employee's ordinary rate of pay.
- (e) If an employee is being paid in excess of his/her ordinary rate of pay immediately prior to the commencement of annual leave, such leave shall be calculated according to the excess rate.
- (f) If any employee is dismissed by the employer or voluntarily leaves his/her employment after any annual leave has become due, and without such leave having been taken, such employee shall be entitled in lieu thereof to a sum equal to salary computed at the rate of wages which the employee was earning at the date of such dismissal or leaving calculated in accordance with clauses 7.1.5 or 7.1.6.
- (g) If an employee is dismissed by the employer or voluntarily leaves his/her employment after the date which their last preceding leave was due, the employee shall be allowed the *pro rata* number of days for the time so worked, by payment equal to salary computed at the rate of wages he/she was earning at the date of such dismissal or leaving, calculated in accordance with clauses 7.1.5 or 7.1.6.
- (h) 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 to them an amount equal to 1/12 of their pay for the period of their employment calculated in accordance with clauses 7.1.5 or 7.1.6.

#### *7.1.5 Calculation of Annual Leave Pay - all employees*

In respect of annual leave, the employer shall pay to the employee an amount not less than:

- (a) The employee's ordinary wage rate as described by the Award for the period of the annual leave (excluding shift premiums and week-end penalty rates); and
- (b) all purpose allowances; and
- (c) a further amount calculated at the rate of 17.5% of the amounts referred to in clauses 7.1.5(i) and (ii) above.

Clause 7.1.5 shall only apply to periods of annual leave exceeding 4 weeks, or 5 weeks in the case of employees employed as continuous shift workers as defined in clause 1.6.4 and does not apply to employers (and their employees) who are already paying (or receiving) an annual holiday bonus, loading or other annual leave



payment which is not less favourable to employees.

#### 7.1.6 *Calculation of Annual Leave Pay - shift workers*

The rate of pay for annual leave due 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 holiday shifts.

#### 7.1.7 Every employee shall be given at least 4 weeks' notice by the employer of the commencement of annual leave:

Provided that less than 4 weeks' notice of the commencement of annual leave may be given by agreement between the employer and the employee.

## 7.2 **Public holidays**

#### 7.2.1 Subject to clause 7.2.9 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 payment of 4 hours.

#### 7.2.2 All employees 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 who works on Labour Day, will be paid a full day's wage for that day and in addition a payment for the time actually worked by him at the rate of time and a-half with a minimum payment of 4 hours.

#### 7.2.3 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 shall be paid for at the rate of double time and a-half with a minimum payment of 4 hours.

#### 7.2.4 In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

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

#### 7.2.6 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, is 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 New Year's Day.

#### 7.2.7 The employer will give at least one clear day's notice to any employee required to work on a public holiday.

#### 7.2.8 Where there is agreement between the majority of employees in the enterprise or section or sections involved, and the employer, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in clause 7.2 other than Anzac Day and Labour Day:

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.

#### 7.2.9 Should any of the holidays mentioned in clause 7.2.1 fall on an employee's ADO, by mutual agreement between the employer and the employee, the employee may receive another full day off in lieu thereof or one full day may be added to such employee's annual leave, or alternatively, one full day's wage at ordinary rates may be paid in addition to the weekly wage.

## **7.3 Sick Leave**

### *7.3.1 Entitlement*

- (a) Every employee, except casuals and school-based trainees, is entitled to 60.8 hours' 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 7.6 hours' sick leave for each 6 weeks of employment up to a maximum of 60.8 hours per year.
- (c) Payment for sick leave will be made based on the ordinary number of hours which 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.

### *7.3.2 Employee must give notice*

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

### *7.3.3 Evidence supporting a claim*

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

### *7.3.4 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.

### *7.3.5 Conversion of accrued leave*

All accumulated or accrued leave up to 4 November 1990 shall be credited on the basis of a 38 hour week and rates of pay applicable to such leave shall be calculated on the basis of a 38 hour divisor. Consequently credits will be converted as follows:

- if in weeks x 38 hours
- if in days x 7.6 hours;
- if in hours x number of hours x 7.6 ÷ 8.

### *7.3.6 Workers' compensation*

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

## **7.4 Family leave**

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

### *7.4.1 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.

7.4.2 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.

## **7.5 Bereavement leave**

### *7.5.1 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.

### *7.5.2 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 7.5.2.

### *7.5.3 "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.

### *7.5.4 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.

## **7.6 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.

## **7.7 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, transport and fares**

#### *8.1.1 Travelling time and expenses*

- (a) Employees transferred at the request of the employer or travelling under the employer's instructions shall be deemed to be working while so travelling so far as they may be travelling during ordinary hours of duty.
- (b) All reasonable fares incurred by an employee whilst travelling on the employer's business shall be paid by the employer.
- (c) The fares allowed shall be:
  - (i) on passenger coaches - normal fare;
  - (ii) on trains - first class (with sleeping berths if available); and
  - (iii) on passenger aircraft - economy class.
- (d) Employees required within ordinary working hours, to travel in excess of 3.2 kms from the location where they are usually employed, shall be allowed reasonable return fares.
- (e) Employees required, in the course of the employee's work, to remain away from home overnight, shall be reimbursed by the employer for all reasonable expenses actually incurred in obtaining board and accommodation.

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

### **9.1 Training program**

#### *9.1.1 Training and retraining*

- (a) Where an employee undertakes a course of training/retraining at the request of the employer, such training shall not result in the loss of any ordinary time earnings by the employee and shall wherever possible be conducted in the employer's time.
- (b) Notwithstanding the provisions contained in clause 4.2 where an employee undertakes a course of training/retraining at the request of the employer at a time/times either partially or wholly outside ordinary working hours including Saturdays and Sundays, but excluding public holidays, such time shall be paid for at the rate of single time:

Provided that no employee subject clause 9.1.1(b) shall be required to attend such course(s) of training/retraining for more than 4 hours on any week day or 8 hours on any Saturday or Sunday and on no more than 5 days in any one year of employment.
- (c) All costs associated with such training/retraining in (a) and (b) above shall be borne by the employer.
- (d) The parties to this Award recognise that in order to increase the efficiency, productivity and competitiveness of the office, plant or enterprise, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
  - (i) developing a more highly skilled and flexible workforce;
  - (ii) providing employees with career opportunities through appropriate training to acquire additional skills required by the employer;
  - (iii) removing barriers to the utilisation of skills acquired.
- (e) Following proper consultation through the establishment of a Joint Training Body or other appropriate means, the employer shall develop a training programme consistent with:
  - (i) the current and future skill needs of the plant or enterprise;

(ii) the size, structure and nature of the operations of the plant or enterprise;

(iii) the need to develop vocational skills relevant to the plant or enterprise through courses conducted by accredited educational institutions and providers.

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

### **10.1 Accommodation**

10.1.1 In any establishment where the employee is provided with board and lodgings by the employer, the employer shall have the right to deduct from the pay of the employee residing on the premises an amount of \$50.40 for adults and \$40.00 for Juniors per week.

10.1.2 Where employees are required to reside in accommodation provided by the employer such accommodation so provided shall be of a fit and proper standard.

## **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 Trade union training leave**

11.3.1 Upon application to the employer by the accredited employee representative which is endorsed by the relevant

Union and on giving 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 relevant Union:

Provided that an employee who has so applied for such leave has at least 12 months service with a current employer prior to leave being granted.

11.3.2 The granting of such leave shall be subject to the convenience of the employer and will not unduly affect the operations of the employer.

11.3.3 The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the employer's operations.

11.3.4 The employer may seek to verify with those employees who have been released on such leave to satisfy the employer that such employees actually attend such courses.

11.3.5 Such paid leave will not affect other leave granted to employees.

11.3.6 Clause 11.3 shall not apply to employers who employ fewer than 15 employees covered by this Award.

#### **11.4 Union encouragement**

Clause 11.4 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.

##### *11.4.1 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.

##### *11.4.2 Union delegates*

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.

The employer shall not unnecessarily hinder accredited union delegates and/or job representatives in the reasonable and responsible performance of their duties.

##### *11.4.3 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.

#### **11.5 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.

Dated 12 August 2003.

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

Operative Date: 13 October 2003