

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 130 - award review

CLERICAL EMPLOYEES AWARD - STATE 2002

(Matter A/2010/99)

DEPUTY PRESIDENT SWAN
DEPUTY PRESIDENT BLOOMFIELD
COMMISSIONER THOMPSON

10 May 2012

AWARD REVIEW

After reviewing the above Award as required by s. 130 of the *Industrial Relations Act 1999*, this Commission orders that the Award be repealed and the following Award be made as from 10 May 2012.

CLERICAL EMPLOYEES AWARD - STATE 2012

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Clerical Employees Award - State 2012.

1.2 Arrangement

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1.3 Commencement date

This Award takes effect from 10 May 2012.

1.4 Coverage

This Award applies to persons employed wholly or principally as a clerk as defined within the State of Queensland, but excluding:

1.4.1 Total exemption

- (a) Any person who is a proprietor, director or manager of a business or undertaking, or a person to whom has been delegated the right to engage and terminate the employment of employees.

- (b) Employees under articles to solicitors of the Supreme Court of Queensland.
- (c) Employees covered by any other award of 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 clauses a full-time employee remunerated in excess of the highest award level prescribed in this Award, 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
 - Grievance and disputes settling procedure
 - 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 award rate prescribed in this Award prior to 7 October 2002.
- (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 and the employee shall not be disadvantaged by the agreement, taking into consideration the Award 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 employees' 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 3.1 (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.
- (g) If the employee is required to work on a public holiday, the employee is entitled to either time off in lieu of the time worked on the public holiday, to be taken at a mutually agreed time or extra time (equal to the time actually worked on the public holiday) added to the employee's annual leave entitlement at the employer's discretion.

1.4.3 The conditions of employment as prescribed in clause 5.8 (Superannuation), clause 7.1 (Annual Leave) and clause 7.2 (Sick Leave) shall not apply to school based trainees whilst employed under the terms of the relevant Order for apprentices' and trainees' wages and conditions.

1.5 Parties bound

This Award shall be legally binding upon the employees as prescribed by clause 1.4 and clause 1.6 and their employers, and upon the Together Queensland, Industrial Union of Employees and/or the Queensland Services, Industrial Union of Employees and their members.

1.6 Definitions

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

1.6.2 "Clerk" means any person employed either exclusively or principally in the pursuit or vocation of writing, engrossing, typing, or calculating, whether by ordinary means or by means of any process calculated to achieve a like result, and/or in invoicing, billing, charging, checking, or otherwise dealing with records, writings, correspondence, books, and accounts of any person, firm, company, association, corporation, or Local Government, whether employed in trading, law, insurance, manufacturing, buying, selling, forwarding, receiving and recording. The term "Clerk" also includes any person engaged exclusively or principally in attending to telephone switchboards, receiving and answering calls, and manipulating any apparatus to enable people to

converse, as well as manipulating any keyboard or other apparatus to facilitate communication, or in any other clerical capacity whatsoever, but does not include persons engaged solely in collecting money out of doors.

1.6.3 Notwithstanding clause 1.6.2 for the purposes of this Award, the term "*Clerk*" includes any person engaged exclusively or principally in any or all of the following:

- (a) facilitation of the sale of goods and/or services by the receipt, recording and/or processing of information via the telephone or other apparatus;
- (b) routine collection of information via the telephone or other apparatus for the purposes of surveys, opinions polls, etc.;
- (c) promotion and recording of lottery ticket sales or other goods or services via the telephone or other apparatus;
- (d) seeking and recording of donations to any organisations or association via the telephone or other apparatus:

Provided that clause 1.6.3 does not apply to those employees subject to the *Retail Industry Award - State 2004* clause 1.4.

1.6.4 "Commission" means the Queensland Industrial Relations Commission.

1.6.5 "Junior" means any person under the age of 21 years who is covered by this Award.

1.6.6 "Senior" means any person of the age of 21 years or over who is covered by this Award.

1.6.7 "Union" means the Together Queensland, Industrial Union of Employees or the Queensland Services, Industrial Union of Employees.

1.6.8 "Wholesale establishment" means any establishment where wholesale mercantile business is exclusively or principally carried out.

1.7 Area of operation

For the purpose of this Award, the divisions and districts shall be as follows:

1.7.1 Divisions

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

1.7.2 Districts

- (a) Northern Division:
 - (i) Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.
 - (ii) Western District - The remainder of the Northern Division.
- (b) Southern Division:
 - (i) 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; thence by that meridian of longitude due north to 25 degrees of south latitude; thence by that parallel of latitude due west to 147 degrees of east longitude; thence by that meridian of longitude due north to the southern boundary of the Mackay Division.
 - (ii) 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 Grievance and dispute settling procedure

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

- 3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the grievance or dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of a Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

4.1 Contract of employment

At the point of engagement of each employee, the employer shall specify whether the engagement is on a full-time, part-time or casual basis, and whether any other conditions such as probation apply.

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) is employed for not less than 15.2 hours per week and for not more than 32 ordinary hours per week; and
- (c) has reasonably predictable hours of work; and
- (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 Provided that clause 4.2.2 may be varied in accordance with the following:

- (a) 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; and
- (b) 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; and
- (c) where agreement is reached in relation to clauses 4.2.3(a) and 4.2.3(b) such agreement shall be recorded in writing.

4.2.4 At the time of engagement, the employer and the employee will agree in writing on the number of ordinary hours worked per week.

- (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.

4.2.5 An employer is required to roster a part-time employee for a minimum of 4 consecutive hours on any shift.

4.2.6 All time worked outside of the ordinary hours of work as mutually arranged in accordance with clause 4.2.4 will be overtime and paid for at the rates prescribed in clause 6.7 - Overtime, of this Award.

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

4.2.8 Where a public holiday falls on a day upon which a part-time employee is normally engaged, the employee shall be paid the appropriate rate for the number of hours normally worked on that day.

4.2.9 Where an employee and the 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.

4.2.10 An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 4.3.

4.2.11 All other provisions of this Award relevant to full-time employees shall apply to part-time employees.

4.3 Casual employment

4.3.1 *Definition*

A "casual employee" shall mean an employee who is engaged by the hour and who may terminate employment or be discharged at any moment without notice.

4.3.2 *Rate of pay*

Casual employees shall be paid an hourly rate by dividing the weekly rate of the appropriate classification by 38 and adding a loading of 23% thereto.

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 6.1.6:

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

4.4 Trainees

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

4.5 Labour flexibility and Incidental and peripheral tasks

4.5.1 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 4.8 (Introduction of changes):

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

4.5.2 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.

4.6 Anti-discrimination

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

- (a) discrimination on the basis of sex; relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality and association with, or in relation to, a person identified on the basis of the above attributes;

- (b) sexual harassment; and

- (c) racial and religious vilification.

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

4.6.3 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.

4.6.4 Nothing in clause 4.6 is to be taken to affect:

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

4.7 Termination of employment

4.7.1 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.

4.7.2 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.

4.7.3 Notice of termination by employee

The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. 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 rate for the period of notice.

4.7.4 Time off during notice period

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

4.8 Introduction of changes

4.8.1 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.

4.8.2 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 4.8.1.
- (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.

4.9 Redundancy

The provisions of clause 4.9 will not apply to Queensland Government employees to the extent that the provisions of the redundancy arrangements are contained in a Ruling issued by the Minister responsible for industrial relations pursuant to section 54 of the *Public Service Act 2008*, where the Directive provides for entitlements that are superior to clause 4.9.

4.9.1 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 4.9.1(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.

4.9.2 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.9.1 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 4.7.
- (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.

4.9.3 *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 4.9.3, '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.

4.9.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.9.1, 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.

4.9.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.9.1, 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.

4.9.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.7.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.9.1(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.)

4.9.7 *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.

4.9.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.9.1(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.

4.9.9 *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.

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

Clause 4.9 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.

4.9.11 *Employees exempted*

Clause 4.9 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.

4.9.12 *Employers exempted*

Subject to an order of the Commission, in a particular redundancy case, clause 4.9 shall not apply to an employer that employs 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.

4.9.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.9.6 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 4.9.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.9.14 *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.

4.10 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.

4.11 Benefits not to be withdrawn

Nothing herein contained shall be deemed or construed to withdraw any benefits, concessions, or privileges at present being received by persons covered by this Award from their employers by reason of a mutual arrangement between them.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Classification definitions

5.1.1 *Classification criteria*

"Classification Criteria" are guidelines to determine the appropriate classification level under this Award and consist of characteristics and typical duties/skills.

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.

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.

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 performed within the parameters of the characteristics and not the duties performed 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 (100 wpm) 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.

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 grievance and dispute settling procedure in clause 3.1 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 e.g. reception, switchboard.

- Telephonists involved in the manipulation of communication apparatus, including computerised keyboard/switchboard/call centre.
- 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 (e.g. 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:

Reception/switchboard/call centre duties as in Level 1 and in addition, responding to enquiries, 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, e.g. reception/switchboard.

- Specialised operations of computerised radio/telephone equipment, micro personal computer and typewriter.
- Word processing e.g. 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.
- 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 utilizing clerical skills at a higher level than at 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:
 - employment conditions;
 - workers compensation procedures and regulations;
 - superannuation entitlements, procedures and regulations.
- Apply computer software packages utilizing clerical skills at a level higher than at 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:
 - Account/financial
 - Staffing
 - Legislative requirements
 - 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.

5.3 Wage rates

5.3.1 Adults

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

Adult Service Classification and Relativity (Note 1)	Total Minimum Level Increment Within Level	Rate of Pay \$
<i>Level 1</i>		
88%	1st year of service	651.90
90%	2nd year of service	660.30
92%	3rd year of service	668.60
94%	4th year of service	677.30
<i>Level 2</i>		
96%	1st year of service	685.90
98%	2nd year of service	694.50
100%	3rd year of service	705.20
<i>Level 3</i>		
107%	1st year of service	735.40
110%	2nd year of service	748.30
<i>Level 4</i>		
112%	1st year of service	754.90
115%	2nd year of service	767.80
<i>Level 5</i>		
122%	1st year of service	798.00
125%	2nd year of service	811.00

Note 1: The percentage relativities column relates to the percentages applying before the application of the first, second and third arbitrated safety net adjustments. The percentage relativities are based on \$417.20 as the 100% base rate per week before the application of supplementary payments.

Note 2: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2011 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

5.3.2 *Overaward payment*

"Overaward" payment is defined as the amount in rates of pay which an employee would receive in excess of the minimum award wage as prescribed in this Award for the classification in which such employee is engaged which applied immediately prior to 1 March 1993:

Provided that this definition shall exclude overtime, shift allowances, penalty rates, expense related allowances, industry allowances, disability allowances, vacation allowances, special rates or allowances, responsibility allowances, or any other ancillary payments of a like nature described by this Award.

5.3.3 *Pay Points - adult employees only*

- (a) Each level 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.

An employee may progress to a higher level in accordance with clause 5.3 without having progressed through all pay points within a lesser level.

5.3.4 *Years of service*

Years of service shall mean years' of service of a clerical employee within the classification level in the industry as a whole including years' of service with the employer:

Provided that previous adult service in the industry prior to 1 March 1993 has no application under the new award structure except for the purpose of determining pay points within Level 1.

5.3.5 *Savings*

No employee employed by the employer prior to 1 March 1993 is to suffer any reduction in ordinary time earnings as a result of this new Award.

5.4 **Juniors**

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

	Percentage of appropriate minimum adult 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 ten cents with any result of five cents or more being taken to the next highest ten 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.

5.5 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, shall be paid at the minimum award rate prescribed for that higher level for the whole period involved on such higher level duties.

5.6 Payment of wages

5.6.1 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.

5.6.2 In the case of dismissal or of the employee leaving the employer after having given the prescribed notice, unless other suitable arrangements are agreed to between the employee and the employer, the employee shall be paid all wages due within 15 minutes of ceasing work. In the absence of any mutually agreed alternative arrangement for such termination payment, if such wages are not paid within 15 minutes of ceasing work, all waiting time by the employee shall be paid for at overtime rates.

5.6.3 Employees going on annual leave shall be paid for such annual leave before departure, unless it is mutually agreed between the employer and the employee that such annual leave payment may be made by EFT into the employee's nominated bank account on the first normal pay day following such departure.

5.7 Allowances

5.7.1 Employees using own bicycle or motor vehicle

(a) Employees who are required to use their own bicycle on the employer's business, shall be paid an allowance of \$3.36 per week.

(b) Employees who are required to use their own motor vehicle on the employer's business, shall be paid a car allowance of 24.05c per kilometre provided that the maximum car allowance payable in any one week shall be \$57.66.

5.7.2 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 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:

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.

In the case of juniors under the age of 21 years in the
Western District of the Southern Division 53 cents per week.

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.

In the case of juniors under the age of 21 years in the
Western District of the Northern Division \$1.10 per week.

5.8 Superannuation

5.8.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible employees (as defined in clause 5.8.3(b)), shall be entitled to Occupational Superannuation Benefits, subject to the provisions of clause 5.8.

5.8.2 Contributions

(a) Amount - As from 1 January 2005 every employer shall contribute on behalf of each eligible employee an

amount calculated at 9% of the employee's ordinary time earnings, into an approved fund, as defined in this clause. Each such payment of contributions shall be rounded off to the nearest ten (10) cents:

Provided that where an employee is absent and is receiving by way of workers' compensation an amount of money no less than the award rate of pay the contribution shall be calculated at 3%.

- (b) Regular Payment - The employer shall pay such contributions to the credit of each eligible employee at least once each calendar month or in accordance with the requirements of the approved fund trust deed.
- (c) Minimum level of earnings - As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employee's ordinary time earnings, as defined, is less than \$450.00.
- (d) Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.
- (e) Other Contributions - Nothing in clause 5.8 shall preclude an employee from making contributions to a fund in accordance with the provisions of the trust deed of the fund.
- (f) Cessation of Contributions - An employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.
- (g) No Other Deductions - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund other than the remission of contributions as prescribed in clause 5.8.

5.8.3 Definitions

- (a) "Approved Fund" means a fund (as defined in clause 5.8.3(c)) approved for the purposes of clause 5.8 by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by clause 5.8. Such approved fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible employee" shall mean any employee who has been employed by the employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 5.8.2 effective from the commencement of that qualifying period.
- (c) "Fund" means a superannuation fund satisfying the Commonwealth legislation for occupational superannuation funds and satisfying the superannuation fund conditions in relation to a year of income, as specified in the relevant legislation and complying with the operating standards as prescribed by Regulations made under the relevant legislation. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- (d) "Ordinary time earnings" for the purposes of clause 5.8 means the actual ordinary time rate of pay the employee receives for ordinary hours of work including shift loading, skill allowances and supervisory 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.

5.8.4 For the purposes of this Award, an approved fund shall be

- (a) Australian Retirement Fund.
- (b) Clerical Administrative and Retail Employees Superannuation Plan (CARE).
- (c) Sunsuper.
- (d) As to employees working in the legal industry, including employees of legal practices howsoever constituted, internal legal departments, the Queensland Law Society and the Law Council of Australia, the fund known as the Law Employees Superannuation Fund (howsoever named from time to time).

- (e) Any named fund as is agreed to between the relevant employer/Union parties to this Award and as recorded in an approved Industrial Agreement.
- (f) In the case of a minority group of employees of a particular employer, any industry, multi-industry or other fund which has been approved in an award or an agreement approved by an Industrial Tribunal whether State or Federal jurisdiction and already had practical application to the majority of award employees of that employer.
- (g) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an employer who also belongs to that fellowship any fund nominated by the employer and approved by the Brethren.
- (h) Any fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a fund cited in an award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.
- (i) In relation to any particular employer, any other established fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.8.2 on behalf of at least a significant number of that employer's employees covered by this Award as at 29 September 1989 and continues to make such contribution.
- (j) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.
 - (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
 - (ii) A person must not coerce someone else to make an agreement.
 - (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (time and wage records) of the Act.
 - (iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settlement procedure in this Award.

5.8.5 *Challenge of a Fund*

- (a) An eligible employee being a member or a potential member of a fund, as well as the Union, may by notification of a dispute to the Commission challenge a fund on the grounds that it does not meet the requirements of clause 5.8.
- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.8, the Commission may in its discretion and subject to any recommendation, direction or order it may make, recognise any or all of the contributions previously made to that fund as having met the requirements or part thereof of clause 5.8.2 up to and including the date of that determination.
- (c) In the event of any dispute over whether any fund complies with the requirements of clause 5.8, the onus of proof shall rest upon the employer.

5.8.6 *Fund Selection*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clauses 5.8.4 (d), (e), (f), (g) and (h) shall be determined by a majority decision of employees.
- (b) Employees who are members of an established fund covered by clause 5.8.4(g) shall have the right by majority decision to choose to have the contributions specified in clause 5.8.2 paid into a fund as provided for elsewhere in clause 5.8.4 in lieu of the established fund to which clause 5.8.4(g) has application.
- (c) The initial selection of a fund recognised in clause 5.8.4 shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under that clause where the long term performance of the fund is clearly disappointing.
- (d) Where clause 5.8.6 has been utilised and as a result another fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation.

5.8.7 *Enrolment*

- (a) Each employer to whom clause 5.8 applies shall as soon as practicable as to both current and future eligible employees:
 - (i) Notify each employee of the employee's entitlement to Occupational Superannuation.
 - (ii) Consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 5.8.4.
 - (iii) Take all reasonable steps to ensure that upon the determination of an appropriate fund, each eligible employee receives, completes, signs and returns the necessary application form/s provided by the employer, to enable that employee to become a member of the fund; and
 - (iv) Submit the completed application form/s and any other relevant material to the trustees of the fund.
- (a) Each employee upon becoming eligible to become a member of a fund determined in accordance with clause 5.8.7 shall:
 - (i) complete and sign the necessary application form/s to enable that employee to become a member of that fund; and
 - (ii) return such form/s to the employer within 28 days of receipt of the application form/s in order to be entitled to the benefit of the contributions prescribed in clause 5.8.2.
- (c) Where an employer has complied with the requirements of clause 5.8.7(a) and an eligible employee fails to complete, sign and return the application form/s within 28 days of the receipt by the employee of that form/s, then that employer shall:
 - (i) Advise the eligible employee in writing of the non-receipt of the application form/s and further advise the eligible employee that continuing failure to complete, sign and return such form/s within 14 days could jeopardise the employee's entitlement to the occupational superannuation benefit prescribed by clause 5.8.
 - (ii) In the event that an eligible employee fails to complete, sign and return such application form/s within the specified period of 14 days, be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which completed and signed application form/s is received by the employer.
 - (iii) In the event that an eligible employee fails to return a completed and signed application form/s within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form/s is a pre-requisite to the payment of any occupational superannuation contributions.
 - (iv) At the same time as advising the eligible employee pursuant to clause 5.8.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the Union a copy of each letter forwarded by the employer to the eligible employee pursuant to clauses 5.8.7(c)(i) and 5.8.7(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form/s in accordance with clause 5.8.7(a)(iii) the employer shall be obliged to make contributions as from the date the employee became an eligible employee provided that the eligible employee completes, signs and returns to the employer an application form/s within 28 days of being provided with the application form/s by the employer. Where the eligible employee fails to complete, sign and return an application form/s within such period of 28 days the provisions of clause 5.8.7(c) shall apply.

5.8.8 *Unpaid Contributions*

Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.8.5, where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.8.2 in respect of any eligible employee such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission under clause 5.8.4, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.8 excepting that resort to clause 5.8.8 shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

5.8.9 Exemptions

- (a) An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.8 in the following circumstances:
 - (i) Incapacity to pay the costs associated with its implementation; or
 - (ii) Any special or compelling circumstances peculiar to the business of the employer.

5.8.10 Exclusions

Where employees subject to this Award are employed by an employer subject to any of the following Queensland legislation, employer contributions shall be made in accordance with such Queensland legislation:

- (a) *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation);
- (b) *City of Brisbane Act 2010* and the *City of Brisbane (operations) Regulation 2010*; and
- (c) *Local Government Act 2009* and the *Local Government (Operations) Regulation 2010*.

Provided that Local Governments and their Entities employing persons defined as being "non-contributory members of the LG Super Scheme" pursuant to s. 223 of the *Local Government Act 2009*, shall on behalf of such employees, contribute an amount to the LG Super Scheme that must be made to avoid being required to pay the superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992* in respect of such employees.

Where federal legislation provides for choice of fund rights to such employees where their employer is subject to the abovementioned Queensland legislation, and that employee fails to elect which superannuation fund to which employer contributions are directed, the employer will direct contributions to a complying fund as determined by the employer. Provided that where the employer is subject to the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation), the employer will direct contributions to such fund as prescribed by that legislation.

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

6.1 Hours of work

- 6.1.1 Except as may otherwise be mutually agreed upon between the employer and the Secretary of the Together Queensland, Industrial Union of Employees and/or the Queensland Services, Industrial Union of Employees, and subject to clause 6.2 (Implementation of 38 Hour Week), and to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week, to be worked on one of the following bases:
 - (a) 38 hours within a work cycle not exceeding seven consecutive days; or
 - (b) 76 hours within a work cycle not exceeding fourteen consecutive days; or
 - (c) 114 hours within a work cycle not exceeding twenty-one consecutive days; or
 - (d) 152 hours within a work cycle not exceeding twenty-eight consecutive days.
- 6.1.2 The ordinary hours of work prescribed herein may be worked on not more than five consecutive days in a week, Monday to Saturday inclusive, subject to the following:
 - (a) Except as otherwise specifically provided in clause 6.1, ordinary hours may be worked between 6.30 a.m. to 6.30 p.m. on Mondays to Fridays inclusive, and between 6.30 a.m. and 12.30 p.m. on Saturdays. Such spread of ordinary daily working hours may be altered as to all or a section of employees provided that there is agreement between the employer and the employee or the majority of employees involved.
 - (b) Ordinary hours worked by all employees, excluding casuals, on a Saturday between the hours of 6.30 a.m. and 12.30 p.m. shall be paid for at the rate of time and a-quarter.
 - (c) Any arrangement of hours which includes a Saturday as ordinary hours shall be subject to agreement between the employer and the majority of employees involved.
- 6.1.3 The ordinary daily hours of work prescribed in clause 6.1 shall be worked continuously, except for meal breaks and rest pauses.
- 6.1.4 The ordinary starting and finishing times of various groups of employees or individual employees, may be staggered, provided that there is agreement between the employer and the majority of employees in the enterprise or section(s) involved.

- 6.1.5 Notwithstanding the provisions of clauses 6.1.2 and 6.1.4, the spread of ordinary working hours for employees employed under this Award whose work is ancillary to the main business of the employer, may be the same spread applicable for award employees engaged in the main business of the employer.
- 6.1.6 The ordinary hours of work prescribed in clause 6.1 shall not exceed 10 hours on any day:
- Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the employer and the employee or the majority of employees involved.
- 6.1.7 Employees are required to observe the nominated starting and finishing times for the working day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.

6.2 Implementation of 38 hour week

- 6.2.1 The 38 hour week shall be implemented on one of the following bases, most suitable to the particular employer, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:
- (a) by employees working less than 8 ordinary hours each day; or
 - (b) by employees working less than 8 ordinary hours on one or more days each work cycle; or
 - (c) by fixing one or more work days on which all employees will be off during a particular work cycle; or
 - (d) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.
- 6.2.2 Subject to clause 6.1.6, employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.
- 6.2.3 Notwithstanding clause 6.2, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the employee or the majority of employees involved, may agree to accrue up to a maximum of 10 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which each rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
- 6.2.4 When the ordinary work cycle provides for a rostered day off, the rostered day off shall not fall on a public holiday, but shall be on the ordinary working day immediately before or immediately after the public holiday, or deferred in accordance with clause 6.2.3.
- 6.2.5 Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in the organisation concerned.

6.3 38 Hour week - Procedures for enterprise level discussions

- 6.3.1 The employer and all employees concerned in each enterprise shall consult over the most appropriate means of implementing and working a 38 hour week.
- 6.3.2 The objective of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.2.
- 6.3.3 The outcome of such 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 procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour week is implemented or worked from time to time.
- 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, using the provisions of clause 6.3, including clause 6.3.5.

6.4 Method of payment for ordinary hours of work and on termination

- 6.4.1 Ordinary hours for all employees (excluding part-time employees and casuals), shall be paid on the basis of not more than 38 per week on an averaged basis according to the work cycle, notwithstanding that in excess of 38 ordinary hours may be worked to maximise leisure time off in accordance with clauses 6.1.1, 6.1.6 and 6.2.3:

Provided that in enterprises where clerical work is incidental to the main business of the employer and the majority of employees in the main business of the employer are paid on an actual hours of work per week basis, then clerical employees may be paid on the same basis as applies to the majority of the employer's employees.

- 6.4.2 Accrued rostered time of not taken at the time of termination or dismissal shall be paid out at ordinary rates of pay.

6.5 Meal breaks

- 6.5.1 Except where otherwise agreed between the employer and the employee and subject to clause 6.6.2, all employees (other than a shiftworker), shall be entitled to a minimum of one 1/2 hour and a maximum of 1 hour for lunch between 11 a.m. and 2.30 p.m. on ordinary working days; and on Sunday if overtime is worked. In the absence of a mutual agreement to the contrary, no employer shall schedule a meal break for any employee at a time which would require any employee to work more than six (6) hours without a meal break.

- 6.5.2 All time worked during the mutually agreed meal times or during the meal times where there is no mutual agreement shall be paid for at double ordinary rates.

- 6.5.3 When employees covered by this Award are engaged in an industry or enterprise which has a different award applying to the employees in the main business of the employer, and such Award provides for meal breaks, meal breaks for employees covered by this Award shall coincide with the times prescribed by that award, except as may otherwise be agreed between the employer and the employee.

6.6 Rest pauses

- 6.6.1 Where practicable all employees shall be entitled to a rest pause of not less than 10 minutes duration in the first and second half of the day's work.

- 6.6.2 Where there is agreement between the majority of employees and the employer, the rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day, with the combined rest pause and the meal break arranged in such a way that the ordinary working day is broken up into 3 approximately equal working periods.

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

- 6.6.4 Employees who work a minimum of 4 consecutive ordinary hours on any day shall be entitled to a rest pause of 10 minutes duration without loss of pay. Such rest pause shall be taken at such times as will not interfere with the continuity of work where continuity in the opinion of the employer is necessary.

6.7 Overtime

- 6.7.1 Except as provided, all work done outside or in excess of the ordinary working hours on any day shall be paid for at the rate of time and a-half for the first 3 hours and at the rate of double time for all work so performed in excess of 3 hours on any one day. Such payments shall be in addition to the actual or ordinary weekly wage paid to each employee.

6.7.2 Time off in lieu of overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary rate, that is an hour for each hour worked.
- (c) An employer shall, if requested by an employee, provide for the payment of overtime in this Award, for any overtime worked under clause 6.7.2(a) where such time has not been taken within four weeks of accrual.

- 6.7.3 Employees called upon to work overtime on Saturday will be provided with a minimum of 2 hours' work or payment therefore, provided that this shall not apply to overtime worked continuously with ordinary hours.

- 6.7.4 All work done on Sundays by employees shall be paid for at the rate of double time in addition to the ordinary weekly wage paid to each employee:

Provided that if employees are called upon to work on Sunday they shall be provided with a minimum of two hours' work or payment therefore.

6.7.5 No employee shall work overtime unless instructed to do so by their employer, and the payment for any overtime worked shall be adjusted and made at the next ensuing day of payment of such employee.

6.7.6 *Tea* - If overtime is to be worked after 6.30 p.m., a minimum of one-half (1/2) hour shall be allowed between 5.30 p.m. and 7.00 p.m. for a meal where more than one (1) hours overtime is required to be worked. If it cannot be reasonably expected that an employee go home for such meal, the employee shall be provided with a suitable meal by the employer or be allowed \$12.10 in lieu thereof:

Provided that such employee may, in lieu of such meal allowance, be paid the amount of fares ordinarily expended in going to their home or lodgings and returning to the employer's place of business:

Provided further that if overtime so worked in situations where an employee has gone home for a meal and returns to work overtime, then a minimum payment of one (1) hour at overtime rates shall be paid notwithstanding that less than one (1) hour may have been worked.

6.7.7 *Supper* - If overtime is worked on any occasion between the hours of 9.00 p.m. and 8.00 a.m., the employer shall allow a break of 1/2 an hour between 11.00 p.m. and 11.30 p.m. and between 4.00 a.m. and 4.30 a.m.

6.7.8 All time worked during the mutually agreed meal times as specified in clauses 6.7.6 and 6.7.7, or during the meal times where there is no mutual agreement, shall be paid for at double ordinary rates.

6.7.9 All overtime worked by shift workers shall be paid for at double rates.

6.7.10 When employees cease work and their usual means of transport are not available, the employer shall pay any reasonable additional amount incurred by that employee in reaching home.

6.7.11 Employees who work so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not at least had 10 consecutive hours off duty between those times, shall, subject to clause 6.7.11, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, they shall be paid double rates until they are released from duty for such period and they shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

6.7.12 The provisions of clause 6.7.11 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:

(a) for the purpose of changing shift rosters;

(b) where a shiftworker does not report for duty; or

(c) where a shift is worked by arrangement between the employees themselves.

6.8 Shift work

Shift work may be worked according to a roster and conditions as agreed upon in writing between the employer and the Secretary of the Together Queensland, Industrial Union of Employees, and/or the Branch Secretary of the Queensland Services, Industrial Union of Employees.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Every employee (other than a casual 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 hereunder.

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 (i.e. 4 weeks annual leave per annum on a 38 hour week basis).

(b) for continuous shift workers, 190 hours per annum (i.e. 5 weeks' annual leave per annum on a 38 hour week basis).

7.1.3 *Leave debits*

Leave debits on and after 4th 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 *Rostered day off arising from the implementation of the thirty-eight hour week*

- (a) An employee shall not derive any additional benefit for Rostered Days Off falling within a period of annual leave;
- (b) Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.5), shall be paid for by the employer in advance;
- (c) In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Award at the excess rate; and

In every other case at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.

- (d) If the employment of any employee is terminated at the expiration of a full year of employment and without such leave having been taken, the employer shall be deemed to have given the annual leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due, pay calculated in accordance with clause 7.1.5, for four or five weeks as the case may be and also ordinary pay for any public holiday occurring during such period of four or five weeks.
- (e) If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to one-twelfth of ordinary pay for the period of employment if an employee to whom clause 7.1.2(a) above applies, and one-ninth of ordinary pay for the period of employment if an employee to whom clause 7.1.2(b) above applies, calculated in accordance with clause 7.1.5.

7.1.5 *Calculation of annual leave pay*

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

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

7.1.6 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.

7.1.7 Where employees are engaged in an industry covered by this Award and the award covering such industry makes provision for an annual leave closedown, such closedown shall apply to employees covered by this Award, in accordance with the provisions of the relevant award.

7.2 Sick leave

7.2.1 Entitlement

(a) Every employee, except casuals and school-based apprentices and 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 after each six weeks of employment.

(c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked by the employee if the employee were not absent on sick leave.

(d) Sick Leave may be taken for part of a day.

(e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

7.2.2 Employee must give notice

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

7.2.3 Evidence supporting a claim

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

7.2.4 Accumulated sick leave

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

(a) the employee is absent from work on unpaid leave granted by the employer;

(b) the employer or employee terminates the employee's employment and the employee is re-employed within three 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 while absent from work on paid leave granted by the employer.

7.2.5 Workers' Compensation.

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

7.3 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.

Portability of long service leave entitlements for Local Government employees is provided pursuant to Division 4, Part 3, Chapter 5 - *Administration of the Local Government (Operations) Regulation 2010*.

7.4 Family leave

The provisions of the *Family Leave Award 2003* apply to and are deemed to form part of this Award.

Employees of Stadiums Queensland shall receive conditions as contained in the *Family Leave (Queensland Public Sector) Award - State 2012*.

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 2003*;
- (b) a copy of the *Family Leave Award 2003* is required to be displayed in accordance with section 697 of the Act.

7.4.2 The *Family Leave Award 2003* also provides for the terms and conditions of leave associated with:

- (a) Maternity leave;
- (b) Spousal leave;
- (c) Adoption leave;
- (d) Surrogacy leave;
- (e) Part-time work;
- (f) Carer's leave;
- (g) Bereavement leave; and
- (h) Cultural leave.

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, 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 dies and the period of bereavement leave entitlement provided above is insufficient.

7.6 Public holidays

7.6.1 Subject to clause 7.6.7 all work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or

- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

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

7.6.2 *Labour Day*

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

7.6.3 *Annual Show*

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

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.

7.6.4 *Double time and a-half*

For the purposes of clause 7.6, where the rate of wages is a weekly rate, "double time and a-half" shall mean 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.

7.6.5 *Stand down*

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

7.6.6 *Notice of requirement to work*

If it is required that any employee shall work on any of the holidays provided in clause 7.6, the employer shall give not less than one clear days notice of such requirements to the employee. Clause 7.6.7 shall not apply to employees in legal offices.

7.6.7 *Substitution*

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 7.6:

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

7.7 **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 clause 6.7, 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 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 clauses 9.1.1(a) and (b) shall be borne by the employer.

9.1.2 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:

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

9.1.3 Following proper consultation in accordance with clause 2.1 or through the establishment of a Joint Training Body, the employer shall develop a training programme consistent with:

- (a) the current and future skill needs of the plant or enterprise;

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

(c) 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 Amenities

10.1.1 Accommodation and conveniences

(a) In any establishment where the employee is required by the employer to reside on the premises, such accommodation shall be of a fit and proper standard, and the employer shall have the right to deduct from the employee's pay for such accommodation an amount of \$50.40 for adults and \$40.00 for juniors per week.

(b) The value of food, where provided, and payment therefore, shall be as agreed to between the employer and the employee involved on the basis that the employer is not to profit from such transaction.

10.2 Uniforms

In any establishment where employees are required to wear any special uniform, the employer will supply such uniform, to the employees.

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

11.1.4 *Discussions with employees*

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

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Justice and Attorney-General, 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 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 Union:

Provided that an employee who has so applied for such leave has at least twelve months service with a current employer prior to trade union training 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 make may seek to verify with those employees who have been released on trade union training leave to satisfy the employer that such employees actually attend such trade union training leave.

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 Posting of Award

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

11.5 Union encouragement

Clause 11.5 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.

11.5.1 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 the employee.

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

11.5.2 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.

11.5.3 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.

Dated 10 May 2012.

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

Operative Date: 10 May 2012