

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

CLERICAL EMPLOYEES' AWARD - PERMANENT BUILDING SOCIETIES - STATE 2003

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Clerical Employees' Award - Permanent Building Societies - State 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Clerical Employees' Award - Permanent Building Societies - State 2003 as at 1 January 2011.

Dated 1 March 2011.

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

CLERICAL EMPLOYEES' AWARD - PERMANENT BUILDING SOCIETIES - STATE 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award shall be known as the Clerical Employees' Award - Permanent Building Societies - State 2003.

1.2 Arrangement

| Subject Matter | Clause No. |
|--|------------|
| PART 1 - APPLICATION AND OPERATION | |
| Title | 1.1 |
| Arrangement | 1.2 |
| Award coverage | 1.3 |
| Date of operation | 1.4 |
| Parties bound | 1.5 |
| Definitions | 1.6 |
| Divisions and districts | 1.7 |
| PART 2 - FLEXIBILITY | |
| Enterprise flexibility | 2.1 |
| PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION | |
| Grievance and dispute settling procedure | 3.1 |
| PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS | |
| Contract of employment | 4.1 |
| Part-time employment | 4.2 |
| Casual employment | 4.3 |
| Trainees | 4.4 |
| Labour Flexibility | 4.5 |
| Anti-discrimination | 4.6 |
| Termination of employment | 4.7 |
| Introduction of change | 4.8 |
| Redundancy | 4.9 |
| Continuity of service - transfer of calling | 4.10 |

PART 5 - WAGES AND WAGE RELATED MATTERS

| | |
|---------------------|-----|
| Wages | 5.1 |
| Allowances | 5.2 |
| Superannuation | 5.3 |
| Payment of salaries | 5.4 |
| Method of payment | 5.5 |

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

| | |
|--|-----|
| Hours of work | 6.1 |
| Implementation of 38 hour week | 6.2 |
| 38 Hour week - procedures for enterprise level discussions | 6.3 |
| Overtime | 6.4 |
| Shift work | 6.5 |
| Meal times and allowances | 6.6 |
| Rest pause | 6.7 |

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

| | |
|--------------------|-----|
| Annual leave | 7.1 |
| Public holidays | 7.2 |
| Sick leave | 7.3 |
| Family leave | 7.4 |
| Bereavement leave | 7.5 |
| Long service leave | 7.6 |
| Jury service | 7.7 |

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

| | |
|---------------------|-----|
| Travelling expenses | 8.1 |
|---------------------|-----|

PART 9 - TRAINING AND RELATED MATTERS

| | |
|----------|-----|
| Training | 9.1 |
|----------|-----|

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

No provisions inserted in the Award relevant to this part.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

| | |
|-----------------------|------|
| Right of entry | 11.1 |
| Time and wages record | 11.2 |
| Union encouragement | 11.3 |
| Displaying of Award | 11.4 |
| Notice boards | 11.5 |

1.3 Award coverage

1.3.1 Notwithstanding the provisions of any other Awards, this Award shall apply exclusively to Employees for whom provision is made in clause 5.1 where such Employees are directly employed by a Permanent Building Society, or where such Employees are employed by or under the terms of a management services contract or the like by another Employer to perform work for and on behalf of a specific Permanent Building Society and are so employed wholly or principally during any relevant periods of employment:

Provided that this Award shall not apply to such Employees in a designated agency or sub-branch of any Permanent Building Society which is conducted within a business house as an incidental function to its main activity.

1.3.2 *Partial Exemption*

As an alternative to being subject to all Award provisions, a weekly full-time Employee remunerated in excess of the highest award level prescribed in this Award including the appropriate divisional and district allowances 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
- Disputes Resolution
- Termination, Change, and Redundancy

A copy of the terms of this agreement will be supplied to the Employee.

There will be taken to be mutual agreement for the purpose of this clause, if an Employer employed an Employee and remunerated that Employee at a level in excess of the highest award rate prescribed in this Award prior to 15 September 2003.

The overall terms and conditions of employment agreed under this clause must not be 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 an agreement.

For any agreement entered into under this clause, and in accordance with section 366(2) of the Act, there will be no requirement for the Employer to keep particulars of the Employee's starting and finishing times each day.

If an Employee considers that the Employee has been disadvantaged by the agreement, this issue must be addressed between the Employer and the Employee in the manner prescribed in clause 3.1. No claim for unpaid wages resulting from this clause may be made under the Act until the Grievance and Dispute Settling Procedure under this Award has been concluded.

If an Employee is required to work on a public holiday, they are 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 their annual leave entitlement at the Employer's discretion.

1.4 Date of operation

This Award shall take effect from 15 September 2003.

1.5 Parties bound

This Award is legally binding upon the Employees as prescribed by clause 1.3 and their Employers, and upon the Australian Municipal Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees and/or the Branch Secretary of the Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees and its members.

1.6 Definitions

- 1.6.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.6.2 "Casual Employee" means any Employee engaged on an hourly basis whose employment can be terminated without notice.
- 1.6.3 "Clerk" includes 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, writing, correspondence, books and accounts or in attending telephone switchboards and manipulating the apparatus to enable people at a distance to converse or in any other clerical capacity whatsoever including processing of loan applications.
- 1.6.4 "Computer Operator" means an Employee whose duties include those of an operator in the computer room at an electronic data processing installation.
- 1.6.5 "Data Processing Operator" means an Employee whose duties include the processing of information for an electronic data processing installation.
- 1.6.6 "Employee" shall mean any Employee of the Employer employed in a capacity set out in clauses 1.6.6 to 1.6.9 herein.
- 1.6.7 "Employer" means a company that is permitted to use the expression "building society" under Section 66 of the Banking Act 1959.

- 1.6.8 "Teller/Cashier" means an Employee employed in the direct receipt and/or disbursement of cash, cheques or other legal forms of payment from and/or to members of the general public, clients and customers of the Employer and also the disbursement of salary payments to other Employees.
- 1.6.9 "Union" means the Australian Municipal Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees; or the Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees.

1.7 Divisions and districts

The divisions and districts shall be as follows:

1.7.1 Divisions

Northern Division - that portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; from that latitude west to 147 degrees of east longitude; from that Longitude due south to 22 degrees 30 minutes of south latitude; from that latitude due west to the western border of the State.

Mackay Division - That portion of the State within the following boundaries:

Commencing at the junction of the sea-coast with the 21st parallel of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees of south latitude; from that latitude due east to the sea-coast; from the sea-coast northerly to the point of commencement.

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

1.7.2 Districts

(a) Northern Division:

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

Western District - The remainder of the Northern Division.

(b) Southern Division -

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; from that longitude due north to 25 degrees of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an Employer and Employee/s in an enterprise, excluding those which are not intended to vary a term of this Award, 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 their immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the Employee/s may bypass this level in the procedure.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the Employee or the Employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the Employee or the Employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor, the Employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation, the Employee may proceed directly to the process outlined at clause 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of the Union, be reported to the relevant officer of that Union and the senior management of the Employer or the Employer's nominated industrial representative. An Employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

PART 4 - EMPLOYER AND 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 employment

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) is engaged as a part-time Employee in accordance with clause 4.2;
- (b) is employed for not less than 6 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 type of work.

Provided that by mutual agreement, a part-time Employee may work more than 32 hours per week but less than 38 hours per week. Where such an agreement is reached it shall be recorded in writing.

- 4.2.3 At the time of engagement, the Employer and the Employee will agree on the number of ordinary hours to be worked per week.
- 4.2.4 The number of ordinary hours and the days upon which the work is to be performed may be altered by the Employer giving the Employee 14 days' notice.
- 4.2.5 Where an Employee's hours are amended in accordance with clause 4.2.4, the Employer will not make such an alteration unreasonably, and will take into account an Employee's personal circumstances and family responsibilities.
- 4.2.6 An Employer is required to roster a regular part-time Employee for a minimum of 3 consecutive hours on any day.
- 4.2.7 All time worked outside the spread of ordinary working hours as provided for in clause 6.1.2 and all time worked in excess of the hours as mutually arranged in clauses 4.2.3 and 4.2.4 will be overtime and paid for at the rates prescribed in clause 6.4 - Overtime, of this award.
- 4.2.8 A part-time Employee must be paid for ordinary hours worked at the rate of 1/38 of the weekly rate prescribed for the class of work performed.
- 4.2.9 Where a public holiday falls on a day upon which an Employee is normally employed, that Employee shall be paid the appropriate rate for the number of hours normally worked on that day.
- 4.2.10 Where an Employee and their Employer agree in writing, part-time employment may be converted to full-time, and vice-versa. 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.
- 4.2.11 An Employee who does not meet the definition of a regular part-time Employee and who is not a full-time Employee will be paid as a Casual Employee in accordance with clause 4.3.

4.3 Casual employment

The rate of wages for Casual Employees shall be calculated by dividing the weekly rate of wages and allowances applicable to the year of service or age and classification by 38 and adding 23%:

Provided that relevant adult service with the Employer concerned shall be taken into account in calculating casual rates:

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

4.4 Trainees

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

4.5 Labour Flexibility

4.5.1 The parties to this Award agree that:

- (a) 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.
- (b) 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:

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 *Incidental and peripheral tasks*

Subject to clause 4.5.1:

- (a) An Employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill, competence and training.
- (b) An Employer may direct an Employee to carry out such duties and use such equipment as may be required provided that the Employee has been properly trained in the use of such equipment.
- (c) Any direction issued by an Employer pursuant to clauses 4.5.2(a) and 4.5.2(b) shall be 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* which includes:

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

4.6.2 Accordingly in fulfilling their obligations under the disputes avoidance and settling clause, the parties to the 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 this clause is to be taken to affect:

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

4.7 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 2 weeks. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate for the period of notice.

4.7.4 *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

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

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.9 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
- (i) a company and the entities it controls; or
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.9.13 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 transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.9.13(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.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Wages

The minimum rates of wages payable to the following classes of Employees in the Southern Division (Eastern District) shall be:

5.1.1 Cashiers, Tellers, Audio-typists, Stenographers, Tele-typists, Punch Card Verifier Operators, Operators of Accounting or Ledger Machines and Computer Terminals:

| | Award Rate Per Week |
|--|---------------------|
| | \$ |
| 1st year experience as such | 631.80 |
| 2nd year experience as such | 639.90 |
| 3rd year experience as such | 648.30 |
| 4th year experience as such | 656.60 |
| 5th year experience as such and thereafter | 665.00 |

5.1.2 All other clerical Employees including switchboard operators:

| | Award Rate Per Week |
|-----------------------------|---------------------|
| | \$ |
| 1st year experience as such | 626.50 |

| | |
|--|--------|
| 2nd year experience as such | 635.00 |
| 3rd year experience as such | 643.30 |
| 4th year experience as such | 651.30 |
| 5th year experience as such and thereafter | 659.80 |

- 5.1.3 The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

- 5.1.4 Employees engaged after the making of this Award having had prior experience in a Building Society in respect of work covered in clause 5.1 shall be given credit:

Provided that such experience is declared to the Employer prior to engagement.

- 5.1.5 *Juniors* - Junior rates of wages payable shall be according to age as follows:

| | Percentage of minimum adult rate of (a) or (b) above |
|------------------------------|---|
| | % |
| 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 shall be calculated in multiples of ten cents with any result of 5 cents or more being taken to the next highest ten cent multiple.

- 5.1.6 *Divisional and district allowances*

(a) Adult Employees (21 years and over) in the Mackay Division shall be paid 90c 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 rate of wages set out in this Award for the Eastern District, the following Western allowance shall be paid to all Employees to whom this Award applies employed in the Western Districts of the Southern and Northern Divisions:

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

5.2 Allowances

- 5.2.1 In addition to the rates of wages prescribed above, an Employee specifically required by his or her Employer to be qualified for and capable of writing shorthand at the rate of 120 words per minute, and to be qualified for and capable of typing at the rate of 70 words per minute, or to operate any electronic data processing equipment computer shall be paid as part of his or her weekly wage \$9.20 per week.

When an Employee is engaged for only part of his or her time on any duties mentioned under this heading, a proportionate payment shall be made for the time so engaged.

5.2.3 Any Employee appointed by the Employer to supervise and control other Employees shall be paid in addition to his or her ordinary rate the following additional amounts to be treated as part of his or her normal wages:

| | Per week |
|--|----------|
| Supervisor of a section of more than 2 and not more than 5 Employees | \$ 13.80 |
| Supervisor of a branch with more than one and not more than 5 Employees, or supervisor of a section of more than 5 Employees | 27.80 |
| Supervisor of a branch with more than 5 Employees | 41.20 |

5.2.4 *Vehicle allowance*

Where an Employee is authorised to use his/her own car on the Employer's business, he/she shall be paid a car allowance of 23.62c per kilometre provided that the maximum car allowance payable in any one week shall be \$56.64.

5.3 Superannuation

5.3.1 In addition to the rates of pay prescribed by this Award, eligible Employees as defined herein, will be entitled to Occupational Superannuation Benefits, subject to clause 5.3.

5.3.2 Superannuation is governed by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*.

Employers have an obligation to make occupational superannuation contributions on behalf of each eligible Employee according to that legislation as amended from time to time. Such contributions will be paid by the Employer into an "approved fund" or such other fund approved by a majority of Employees regularly at least once each calendar month or in accordance with the requirements of the approved fund's trust deed.

An "Approved Fund" will be:

(a) Clerical Administrative and Retail Employees Plan (CARE);

(b) Sunsuper;

(c) Master Plan Superannuation

(d) Any other fund that complies with the requirements of the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*, and is agreed to by the Employer and the majority of Employees

(e) 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 subclause (2) hereof on behalf of at least a significant number of that Employer's Employees covered by this Award as at 29 September 1989 and continues to make such contributions.

5.3.3 Unless otherwise prescribed by legislation, any change to the choice of funds will be made by the Employer after consulting with their Employees and such fund will be one that is a complying fund in terms of the governing legislation.

5.3.4 "Ordinary time earnings" shall mean the actual ordinary 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 overaward payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

5.3.5 Contributions prescribed by legislation may vary from time to time. The level of contribution that is currently prescribed at the commencement date of this award by legislation is 9% of the Employee's ordinary time earnings, and such contribution is based on and is additional to the Employee's ordinary time earnings.

5.3.6 An employer will not 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. In the case of workers' compensation the employer will contribute 9% of ordinary time earnings whenever the Employee is receiving by way of workers' compensation an amount of money no less than the award rate of pay.

5.3.7 The Employer will make the Employee aware of their entitlements under this Award and offer the Employee the opportunity to become a member of the appropriate fund in accordance with clause 5.3. An Employee is required to properly complete the necessary application forms to become a member of the appropriate fund in order to be entitled to the contributions prescribed in clause 5.3.

5.3.8 An Employee may make contributions to the fund in addition to those made by the Employer.

5.4 Payment of salaries

5.4.1 Salaries shall be paid at least fortnightly, except that Employees being paid on a monthly basis with their own approval at the date of this Award may continue to be so paid.

5.4.2 Except in circumstances where payment is effected by way of electronic funds transfer, in the case of dismissal or an Employee leaving the service of the Employer after having given the prescribed notice, the Employee shall be paid all salaries due within fifteen minutes of ceasing time. If such salaries are not paid within the time prescribed, all waiting time in excess of fifteen minutes shall be paid for at overtime rates.

5.4.3 Except where otherwise mutually agreed, Employees proceeding on annual leave shall be paid for such annual leave before departure.

5.5 Method of payment

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

5.5.2 Accrued leisure time off not taken at the time of termination or dismissal shall be paid out at ordinary rates of pay.

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 Branch Secretary of the Union 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 basis:

- (a) 38 hours within a work cycle not exceeding seven (7) consecutive days; or
- (b) 76 hours within a work cycle not exceeding fourteen (14) consecutive days; or
- (c) 114 hours within a work cycle not exceeding twenty-one (21) consecutive days; or
- (d) 152 hours within a work cycle not exceeding twenty-eight (28) consecutive days.

6.1.2 The ordinary hours of work prescribed herein may be worked on any 5 and a-half days in a week, Monday to Saturday inclusive, subject to the following:

- (a) Except as otherwise specifically provided herein, ordinary hours may be worked between the hours of 7.30 a.m. to 7.00 p.m. Mondays to Fridays inclusive, and between 7.30 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 majority of Employees involved.
- (b) 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.
- (c) No more than two (2) consecutive Saturdays are to be worked by an Employee, unless mutually agreed between the Employer and the Employee.

6.1.3 The ordinary daily hours of work prescribed herein shall be worked continuously, except for meal breaks and rest pauses.

6.1.4 The ordinary hours of work prescribed herein shall not exceed ten (10) hours on any day:

Provided that where the ordinary working hours are to exceed eight (8) on any day, the arrangement of hours shall be subject to the agreement of the Employer and the majority of Employees involved.

6.1.5 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.

6.1.6 For Employees employed under this Award:

(a) In a Branch located in a retail complex trading to the public, and subject to the Order fixing Trading Hours - Non-Exempt Shops Trading by Retail - State, and engaged in late night trading on the day permitted for late night trading or engaged in extended trading on Saturday -

(i) the spread of ordinary working hours for late night trading shall be as prescribed by the Order fixing Trading Hours - Non-Exempt Shops Trading by Retail - State for the time being in force in the respective divisions in respect of such establishments; and

(ii) the spread of ordinary working hours for Saturday shall be between 7.30 a.m. and 12.30 p.m.

(b) Staff ancillary to Branch functions may also be required to work in accordance with this subclause.

(c) All Employees required to work in accordance with-subclause 6.1.6 shall be paid a loading of twenty-five percent (25%) on the ordinary weekly rate as prescribed in subclause (1) of clause 7 (Wages) of this Award for work within the ordinary spread of thirty-eight (38) hours which may be required to be performed after 7.00 p.m. on the day permitted for late night trading and within the ordinary spread of thirty-eight (38) hours which may be required to be performed on Saturday. In the case of casuals the maximum payment shall be 125%.

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 days on which all Employees will be off during a particular work cycle; or

(d) by rostering Employees off for various portions of days or full days of the week during a particular work cycle, so that each Employee has additional leisure time off during that cycle.

6.2.2 Subject to the provisions of clause 6.1.4 Employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more leisure time to be taken off during a particular work cycle.

6.2.3 Notwithstanding any other provision in this clause, where the arrangement of ordinary hours of work provides for accrued leisure time off, the Employer and the majority of Employees involved, may agree to accrue up to a maximum of 5 days of leisure time off. Where such agreement has been reached, the accrued time off shall be taken within twelve calendar months of the date on which each leisure time off was accrued. Consent to accrue time off shall not be unreasonably withheld by either party.

6.2.4 When the ordinary work cycle provides for leisure time off, the leisure time off shall not fall on a statutory holiday, but shall be on the ordinary working day immediately before or immediately after the statutory 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 establishment 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 6.1.

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 Union 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, utilising the foregoing provisions of this clause, including clause 6.3.5.

6.4 Overtime

- 6.4.1 All time worked outside or in excess of the ordinary working hours prescribed by clause 6.1 shall be deemed to be overtime and paid for at the rate of time and a-half for the first 3 hours and double time thereafter on any one day, each day to stand alone for the purpose of calculating overtime payments:

Provided that for overtime worked on a Saturday payment shall be made at the rate of time and a-half for the first 3 hours and at the rate of double time thereafter, with a minimum of 2 hours work or payment therefore. All time worked on Sunday shall be paid for at the rate of double time with a minimum of 2 hours' work or payment therefor.

- 6.4.2 Where an Employee is required to return to duty after having ceased duty for that day, he or she shall be paid in accordance with clause 6.4.1 with a minimum payment of 3 hours' work.
- 6.4.3 An Employee who works so much overtime between the termination of his or her ordinary work on one day and the commencement of his or her ordinary work on the next day that he has not at least 10 consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime, until he or she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of his or her Employer such an Employee resumed or continues work without having had such 10 consecutive hours off duty, he or she shall be paid double rates until he or she is released from duty for such period and he or she shall then be entitled to be absent until he or she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of this clause 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 -

- (i) for the purpose of changing shift rosters; or
- (ii) where a shift worker does not report for duty; or
- (iii) where a shift is worked by arrangement between the Employees themselves.

- 6.4.4 An Employer may require any Employee to work reasonable overtime and such Employee shall work overtime in accordance with such requirements subject to the following:

- (a) that a junior female Employee shall be notified of the requirement to work overtime on the preceding day;
- (b) a female Employee who is required to work beyond 8 p.m. shall be provided with transport to her usual place of residence if she so requires;
- (c) all Employees who are required to work overtime shall be provided with transport to their usual place of residence if the normal means of public transport are not available at the time when such Employee finishes working such overtime.

6.5 Shift work

In cases where it can be justified by the Employer that shift work is essential for the conduct of his or her business, hours of work, shift penalties, allowances, meal breaks and other conditions deemed necessary shall be the subject of agreement between the Employer and the majority of Employees concerned. Where agreement cannot be reached, the matter in dispute shall be submitted to the Commission for arbitration.

6.6 Meal times and allowances

- 6.6.1 When an Employee is required to continue working for more than five (5) hours continuously he/she shall be allowed an unpaid meal break of one-half hour by mutual agreement but no more than one hour between 11.00 a.m. and 3.00 p.m.:

Provided that the ten (10) minutes rest pause may be combined with the meal break and divided to allow for approximately three (3) equal working periods.

Provided where an Employee is required to continue working for more than five (5) hours continuously, the Employee shall be allowed a meal break of not less than one (1) hour (or thirty (30) minutes if so agreed) between the 4th and 5th hours or immediately after the fifth hour worked. Such meal break shall not be regarded as working time, but if the meal break is not given the Employee shall be paid for one (1) hour (or thirty (30) minutes if so agreed) as meal time in addition to payment for time worked, and such extra payment shall be made at the rate prevailing at the time the meal break ought to have been given.

6.6.2 An Employee required to continue duty for more than one (1) hour after normal finishing time and who cannot reasonably be expected to go to his/her home or lodgings for a meal shall, in addition to any payment for overtime to which he/she is entitled under clause 10 of the Award to be paid \$12.10 meal allowance.

6.7 Rest pause

6.7.1 A rest pause of ten minutes' duration, either in the morning or afternoon in the Employer's time shall be allowed each Employee covered by this Award including a casual working a full 8 hour day. Such rest pause shall be taken at a time to suit the convenience of the Employer and so as not to interfere with the continuity of work where continuity, in the opinion of the Employer, is necessary.

6.7.2 The rest pause may be combined with the meal period as referred to in clause 6.6.1

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual holidays

7.1.1 Every full time Employee covered by this Award is at the end of each year of their employment entitled to annual holiday on full pay of 152 hours.

7.1.2 Such annual holiday is exclusive of any statutory holiday which may occur during the period of that annual holiday and, except where otherwise mutually agreed, will be paid for by the Employer in advance:

- (a) In the case of any and every Employee in receipt immediately prior to that holiday of ordinary pay at a rate in excess of the ordinary rate payable under this Award, at that excess rate; and
- (b) In every other case, at the ordinary rate payable to the Employee concerned immediately prior to that holiday under this Award.

If the employment of any Employee is terminated at the expiration of a full year of employment, the Employer is deemed to have given the holiday to the Employee from the date of the termination of the employment and must immediately pay to the Employee, in addition to all other amounts due to the Employee, such Employee's pay, calculated in accordance with clause 7.1.3, for 4 weeks and also the Employee's pay for any statutory holiday occurring during such period of 4 weeks.

If the employment of any Employee is terminated before the expiration of a full year of employment, such Employee is to be paid, in addition to all other amounts due an amount equal to 1/9th of such Employee's pay for the period of employment in the case of a shift worker, and 1/12th of such Employee's pay for the period of employment in all other cases calculated in accordance with clause 7.1.3.

7.1.3 *Calculation of Annual Holiday Pay* - In respect to annual holiday entitlements to which this clause applies, annual holiday pay (including any proportionate payments) shall be calculated as follows:

- (a) *Shift Workers* - Subject to clause 7.1.2(b) the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the Employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
- (b) *All Employees* - Subject to clause 7.1.2(b) in no case shall the payment of an Employer to an Employee be less than the sum of the following amounts:
 - (i) The Employee's ordinary wage rates as prescribed by the Award for the period of the Annual Holiday (excluding shift premiums and weekend penalty rates);
 - (ii) A further amount calculated at the rate of 17 1/2% of the amounts referred to in paragraph (i).
- (c) Clause 7.1.2(b) shall not apply to:
 - (i) any period or periods of annual leave exceeding:

(A) 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

(B) 4 weeks in any other case.

(ii) Employers who are already paying an annual holiday bonus, loading or other annual holiday payment which is not less favourable to Employees.

7.1.4 Reasonable notice of at least 14 days of the commencement of annual holidays shall be given to the Employees.

7.1.5 Except as hereinbefore provided it shall not be lawful for the Employer to give or for any Employee to receive payment in lieu of annual holidays.

7.2 Public holidays

7.2.1 All work done by any Employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

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

7.2.2 All Employees, other than casuals, are entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any Employee who works on Labour Day, will be paid a full day's wage for that day and in addition a payment for the time actually worked by him at the rate of time and a-half with a minimum of 4 hours.

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

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

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

7.3 Sick leave

7.3.1 *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.

(b) This entitlement will accrue at the rate of 7.6 hours sick leave after each 6 weeks of employment.

(c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked by the Employee if they 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 thirteen weeks' absence from work through illness in any one year.

(f) Part-time Employees accrue sick leave on a proportional basis.

7.3.2 *Employee must give notice*

The payment of sick leave is subject to the Employee promptly advising their Employer of the nature of their illness and the expected duration of their absence.

7.3.3 *Evidence supporting a claim*

When the Employee's absence is for more than 2 days the Employee is required to give their Employer a doctor's certificate about the nature and approximate duration of the illness or other evidence to the Employer's satisfaction.

7.3.4 *Accumulated sick leave*

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

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

The Employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the Employer.

7.3.5 *Workers' compensation*

Where an Employee is in receipt of Workers' Compensation, the Employee is not entitled to payment of sick leave.

7.4 Family leave

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

7.4.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;
- (b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

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

- (a) Maternity Leave
- (b) Parental Leave
- (c) Adoption Leave
- (d) Special Responsibility Leave for the care and support of the Employee's immediate family or household.

7.5 Bereavement leave

7.5.1 *Full-time and part-time employees*

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

7.5.2 *Long-term casual employees*

- (a) A long-term Casual Employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term Casual Employee" is a Casual Employee engaged by a particular Employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the

Employee seeks to access an entitlement under clause 7.3.2.

7.5.3 "Immediate family" includes:

- (a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the Employee; and
- (b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

7.5.4 *Unpaid leave*

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

7.6 Long service leave

All Employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 1, Part 3, sections 42-58 of the Act as amended from time to time.

7.7 Jury service

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) "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 expenses

8.1.1 Employees transferred at the request of the Employer or travelling under his or her instruction shall be deemed to be working while so travelling so far as they may be travelling during ordinary hours of duty.

8.1.2 All reasonable fares incurred by an Employee whilst travelling on his or her Employer's business shall be paid by his or her Employer.

The fares allowed shall be -

On passenger coaches - normal fare;

On trains - first class (with sleeping berths if available); and

On passenger aircraft - economy class.

8.1.3 An Employee who is required by his or her Employer, within his or her ordinary working hours, to travel in excess of 3.218 kilometres from the location where he or she is usually employed, shall be allowed reasonable return fares.

8.1.4 If an Employee is required, in the course of his or her work, to remain away from home overnight, he or she shall be reimbursed by his or her Employer for all reasonable expenses actually incurred in obtaining board and accommodation.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

Where an Employee undertakes a course of compulsory training/retraining at the request of the Employer:

- (a) 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) Where an Employee undertakes a course of compulsory 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 statutory holidays, such time shall be paid for at the rate of single time.
- (c) Reimbursement of Costs:
 - (i) Any costs associated with standard fees for compulsory courses and compulsory textbooks incurred in connection with said training shall be reimbursed by the Employer.
 - (ii) Travel costs incurred by an Employee undertaking training in accordance with this clause, which exceed those normally incurred in travelling to and from work shall be reimbursed by the Employer.

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

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

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

No provisions inserted in the Award relevant to this part.

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 relevant Union.

11.1.2 Entry procedure

- (a) The authorised official is entitled to enter the workplace during normal business hours as long as:
 - (i) the officer alerts the Employer or other person in charge of the workplace to their presence; and
 - (ii) shows the authorisation upon request:

Provided that clause 11.1.2(a) does not apply if the official establishes that the Employer or other person in charge is absent.

- (b) A person must not obstruct or hinder any officer exercising their right of entry.
- (c) If the officer intentionally disregards a condition of clause 11.1.2 the officer may be treated as a trespasser.

11.1.3 *Inspection of records*

- (a) An officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An 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 relevant Union; or
 - (ii) is a party to a QWA or ancillary document, unless the Employee has given written consent for the records to be inspected; or
 - (iii) has made a written request to the Employer that they do not want their record inspected.
- (c) The 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 officer is entitled to discuss with the Employer, or a member or Employee eligible to become a member of the relevant 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 relevant Union, during non-working time.

11.1.5 *Conduct*

An 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) a Casual Employee's entitlement to long service leave (if any) worked by the Employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 *The employer must keep the record for 6 years*

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

11.3 Union encouragement

This clause gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Queensland Industrial Relations 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 an organisation of Employees that has the right to represent the industrial interests of the Employees concerned.

11.3.1 *Documentation to be provided by employer*

At the point of engagement, an Employer to whom this Award applies shall provide Employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Queensland Industrial Relations 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.

11.3.2 *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.

11.3.3 *Deduction of union fees*

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

11.4 Displaying of Award

A copy of this Award shall be displayed in a conspicuous and convenient place at each office of the Employer where Employees can easily read it.

11.5 Notice boards

11.5.1 Each Employer shall permit the use of notice boards upon which notices, duly authorised by the secretaries of the appropriate branches, of the Union may be posted.

11.5.2 Any unauthorised notice posted on such board may be removed by an accredited Union official or representative or by the Employer.

Schedule 1

Second Tier Wage Approvals

Each of the undermentioned Employers, so far as they are bound by this Award being a party to a Restructuring and Efficiency Agreement has satisfied the Commission that the wage increase listed herein should be applicable to its Employees in the locations shown operative from the date listed. "Ordinary Time" rate of pay for a relevant classification under this Award means the rate prescribed herein for a normal working week (day/hour) exclusive of extraneous payments such as production bonuses, special overtime and penalty rates and allowances for tools, disabilities, shift work, fares and travelling time and payment by results and any other ancillary payment of a like nature.

| Employer | Location (Where necessary) Rate Existing as at 1.12.87 | Increase in Wage | Operative Date | Approval Date |
|-------------------------------------|--|---------------------|-------------------|------------------|
| Mackay Permanent Building Society | - | 4% | 13. 2.89 | 18. 4.89 |
| Pioneer Permanent Building Society | - | 4% | 13. 2.89 | 18. 4.89 |
| The Rock Building Society | - | 4% | 13. 2.89 | 18. 4.89 |
| Wide Bay Capricorn Building Society | - | 4% | 13. 2.89 | 18. 4.89 |
| Heritage Building Society | - | 4% | 15. 5.92 | 15. 5.92 |

Schedule 2

"RESTRUCTURING AND EFFICIENCY AGREEMENT (2ND TIER)

Between

HERITAGE BUILDING SOCIETY

and the

FEDERATED CLERKS UNION OF AUSTRALIA
(CENTRAL AND SOUTHERN QUEENSLAND BRANCH)
UNION OF EMPLOYEES

And

Employees of the Society employed under the terms of the Clerks' Award - Permanent Building Societies - State.

The parties to this Agreement have engaged in discussions under the Restructuring and Efficiency Principle of the State Wage Clause - March 1987, and together have reached agreement with the following clauses:

It is agreed that the following productivity improvements will be implemented.

Item 1 Public Holidays

Where there is agreement between the majority of Employees in the enterprise or section or sections involved, and the Employer, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in clause 7.2 of the Award.

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.

Item 2 Rest Pauses

A rest pause of 10 minutes duration, either in the morning or afternoon in the Employer's time shall be allowed to each Employee covered by the award including a Casual working a full 8 hour day. Such rest pause shall be taken at a time to suit the convenience of the Employer and so as not to interfere with the continuity of work where continuity, in the opinion of the Employer, is necessary.

Provided that, the rest pause may be combined with the meal period referred to in clause 6.6.1 of the Award.

Item 3 Sick Leave Counselling and Monitoring Procedure

The provisions set out below shall be available to the parties in circumstances where the Employer is of the opinion that individual Employees are not aware of or are abusing their entitlements under the award in relation to sick leave.

- (a) The Employer shall ensure that the Employees are aware of their responsibilities to attend for work.
- (b) Where the Employer has ensured that item (a) above has been established but the Employee continues to have an unsatisfactory work attendance record, the Employer shall counsel the Employee as to their sick

leave absences.

- (c) Where the Employer is satisfied that item (b) above has been completed but the Employee continues to have an unsatisfactory work attendance record, disciplinary action may be taken by the Employer. Such disciplinary action may include but not be limited to requiring the Employee to produce evidence of the illness to the satisfaction of the Employer.

DATE OF OPERATION

This Agreement will operate as from the 15th day of May 1992."

Dated 15 July 2003.

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

Operative Date: 15 September 2003