

CITATION: *Community Education Counsellors Interim Award - State 2003*
Reprint of Award - 1 December 2011
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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

COMMUNITY EDUCATION COUNSELLORS INTERIM AWARD - STATE 2003

Following the Declaration of the General Ruling in the 2011 State Wage Case (matter numbers B/2011/17 and B/2011/19), the Community Education Counsellors Interim Award - State 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Community Education Counsellors Interim Award - State 2003 as at 1 September 2011.

Dated 1 December 2011.

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

COMMUNITY EDUCATION COUNSELLORS INTERIM AWARD - STATE 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Community Education Counsellors Interim Award - State 2003.

1.2 Arrangement

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1.3 Definitions

- 1.3.1 "The Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.3.2 "Commission" means the Queensland Industrial Relations Commission.
- 1.3.3 "Chief Executive" - means a person prescribed in Division 2 of the *Public Service Act 1996* or for the purposes of this Award such other person to whom the Chief Executive has delegated specific authorities.
- 1.3.4 "Department" - means a Department as defined in section 7 of the *Public Service Act 1996*.

1.3.5 "Employees" - For the purposes of this Award, means:

- (a) an employee appointed pursuant to section 8 of the *Public Service Act 1996*; or
- (b) an employee appointed pursuant to section 113 of the *Public Service Act 1996* in either a temporary or casual capacity in a position of a kind ordinarily held by an Officer of the Public Service.

1.3.6 "Officer" - for the purpose of this Award means a "Public Service Officer" appointed under section 8 of the *Public Service Act 1996*.

1.3.7 "Public Service" - for the purposes of this Award means the framework within which persons are employed in departments as provided for in Part 2 of the *Public Service Act 1996*.

1.3.8 "Temporary Employee" - means an employee appointed pursuant to section 113 of the *Public Service Act 1996*.

1.3.9 "Union" means the Queensland Public Sector Union of Employees.

1.4 Date of operation

This Award takes effect from 6 January 2003.

1.5 Award coverage

This Award applies to all community education counsellors employed by the Department of Education, Queensland and all other persons employed as community education counsellors or performing the work of community education counsellors where directed by the employer.

1.6 Parties bound

This Award is binding on the Queensland Government its prescribed by clause 1.3 and the Queensland Public Sector Union of Employees and Chief Executive officers of Queensland government departments.

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 an 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 terms of this Award may provide an appropriate mechanism for consideration of matters relevant to clause 2.1. 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 any enterprise is contingent upon the agreement being submitted to the Commission in accordance with the requirements of the *Industrial Relations Act 1999* and is to have no force or effect until approval is given.

2.2 Procedures to implement facilitative award provisions

Wherever facilitative provisions appear in this Award which allow for determination of the conditions of employment by agreement between the chief executive and the Union or the chief executive and the majority of employees affected, the following procedures shall apply:

- (a) Facilitative Award provisions can be negotiated between management and employees who are directly affected by such proposals or between management and the Union depending upon the particular Award provisions.
- (b) Employees may be represented by their local Union delegate/s and shall have the right to be represented by their local Union official/s.
- (c) Facilitative Award provisions can only be implemented by agreement.
- (d) In determining the outcome from facilitative provisions, neither party should unreasonably withhold agreement.
- (e) Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the

Union depending upon the particular Award provisions.

- (f) Where a provision refers to agreement by the majority of employees affected, all employees directly affected shall be consulted as a group. Should the consultation process identify in specific concerns which relate to either equity or occupational health and safety issues such concerns may be catered for on an individual basis subject to operational requirements.
- (g) Any agreement reached must be documented, and shall incorporate a review period.
- (h) Where the agreement relates to either the working of ordinary hours on other than a Monday to Friday basis, the introduction of shift work or change to the shift roster the relevant Union/s are to be notified in writing at least one week in advance of agreement being sought.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Prevention and settlement of disputes

- 3.1.1 The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this agreement, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- 3.1.2 Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- 3.1.3 There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- 3.1.4 In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures shall apply:
 - (a) the matter is to be discussed by the employee's Union representative and/or the employee(s) concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
 - (b) if the matter is not resolved as per clause 3.1.4(a), it shall be referred by the Union representative and/or the employee(s) to the appropriate management representative who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days;
 - (c) if the matter remains unresolved it may be referred to the Chief Executive Officer or nominee for discussion and appropriate action. This process should not exceed 14 days;
 - (d) if the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission for conciliation.
- 3.1.5 Nothing contained in this procedure shall prevent Unions or the Queensland Government from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

3.2 Employee grievance procedures

- 3.2.1 The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion; to reduce the level of disputation; and to promote efficiency, effectiveness and equity in the workplace.
- 3.2.2 This procedure applies to all industrial matters within the meaning of the *Industrial Relations Act 1999*.
- 3.2.3 Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to solve the grievance. It is recognised that an employee may exercise the right to consult such employee's Union representative during the course of Stage 1.
- 3.2.4 Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the parties. The employee may exercise the right to consult or be represented by such employee's Union representative during the course of Stage 2.
- 3.2.5 Stage 3: If the grievance is still unresolved, the manager will advise the Chief Executive and the aggrieved employee may submit the matter in writing to the Chief Executive of the organisation if such employee wishes to

pursue the matter further. If desired by either party, the matter shall also be notified to the Union.

The Chief Executive shall ensure that:

- (a) the aggrieved employee or such employee's Union representative has the opportunity to present all aspects of the grievance;
- (b) the grievance shall be investigated in a thorough, fair and impartial manner.

The Chief Executive may appoint another person to investigate the grievance. The Chief Executive may consult with the Union in appointing an investigating employee. The appointed person shall be other than the employee's supervisor or manager.

If the matter is notified to the Union, the investigating employee shall consult with the Union during the course of the investigation. The Chief Executive shall advise the employee initiating the grievance, such employee's Union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.

The Chief Executive may delegate such Chief Executive's grievance resolution powers under clause 3.2 to a nominated representative.

- 3.2.6 The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:

Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.

Stage 2: Not to exceed 7 days.

Stage 3: Not to exceed 14 days.

- 3.2.7 If the grievance is not settled the matter may be referred to the Public Service Commissioner or the Industrial Relations Commission by the employee or the Union, as appropriate, in accordance with the respective jurisdictions of the tribunals.

- 3.2.8 Subject to legislation, while the grievance procedure is being followed, normal work is to continue, except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.

- 3.2.9 Where the grievance involves allegations of sexual harassment, an employee may commence the procedure at Stage 3.

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

4.1 Termination of employment

4.1.1 Statement of employment

The employer will, 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.

4.1.2 Termination by employer

- (a) In order to terminate the employment of an employee an employer will give the following notice:

Period of Continuous Service	Period of Notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice in clause 4.1.2(a), over 45 years of age at the time of giving of notice and with not less than 2 years continuous service, will be entitled to an additional week's notice.

- (c) Payment in lieu of notice will be made if the appropriate notice is not given.
- (d) Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (e) In calculating any payment in lieu of notice the ordinary time rate of pay for the employee concerned will be used.
- (f) The period of notice in clause 4.1.2(a) will not apply in the case of dismissal for misconduct or other grounds that justified instant dismissal, or in the case of casual or temporary . In such cases the employee will be entitled to their salary and all holiday pay due up to the time of dismissal.

4.1.3 *Notice of termination by employee*

Unless otherwise agreed between the employer and an employee, the notice of termination required by an employee, other than a casual employee, will be 2 weeks or 2 weeks' salary forfeited in lieu. If an employee fails to give notice the employer will 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. The notice period cannot be counted as annual leave or part thereof.

4.1.4 An employee whose employment is terminated according to the provisions of clauses 4.1.2 or 4.1.3 is entitled to salary and all other monies due up to the time of such termination.

4.1.5 It is not lawful for the Chief Executive to offset notice of termination against any period of annual leave or part thereof.

4.1.6 Clause 4.1 shall be read subject to the relevant provisions of the *Industrial Relations Act 1999*.

4.2 **Probationary employment**

Conditions of Appointment on Probationary Service

The conditions of appointment on probationary service of every employee are those prescribed in sections 73 and 128 of the *Public Service Act 1996* and sections 5 to 7 of the *Public Service Regulation 1997* existing at the date of this Award and any amendments thereto apply to Employees covered by this Award.

4.3 **Part-time employment**

The following conditions apply to part-time employees:

- (a) The Chief Executive, or delegate, shall, in consultation with the employee, determine the minimum number of consecutive hours that the employee may work or determine a regular pattern for the hours to be worked.
- (b) Subject to the provisions contained in clause 4.3, all provisions of this Award applicable to full-time Employees apply to part-time Employees on a *pro rata* basis.
- (c) The spread of ordinary hours is the same as that prescribed for a full-time officer as prescribed in this Award.
- (d) The hourly rate of pay for a part-time employee is the same as that for a full-time employee appointed to, or directed to assume duty, at the same classification level.
- (e) A part-time employee is eligible for payment of a salary increment in accordance with the provisions of clause 5.2 of this Award.
- (f) A part-time employee is entitled to any applicable allowances on a *pro rata* basis:

Provided that the following allowances apply in full:

Travelling allowance	clause 8.2
Meal allowance	clause 6.5.4

- (g) A part-time employee who works on a public holiday shall be paid in accordance with clause 7.7 "Public Holidays".
- (h) A part-time employee who usually works on a day on which a public holiday falls and who is not required to work on that day shall be paid for the ordinary hours the employee would normally have worked if that day had not been a holiday.

- (i) For work performed within the spread of ordinary hours as prescribed in this Award, and in addition to the number of hours specified to be worked in the work cycle, a part-time employee is entitled to payment at the ordinary hourly rate. The additional hours so worked shall be taken into account in the *pro rata* calculation of all entitlements.
- (j) When a part-time employee is authorised to work additional hours outside the spread of hours prescribed by the Award the part-time employee is eligible for payment of overtime in accordance with the provisions of clause 6.4.
- (k) A part-time employee may be appointed to more than one position in the public sector provided that the maximum number of ordinary hours for which they are employed shall not exceed 72.5 hours per fortnight.
- (l) A part-time employee may be engaged from 0.1 to 0.9 of a fraction of a full-time employee.

4.4 Casual employees

- 4.4.1 "Casual Employee" means an employee other than a "Part-time Employee" as defined, who is engaged as such on an hourly basis to work for less than the ordinary working hours of a full-time employee.
- 4.4.2 The engagement of casual Employees shall not be utilised by the Chief Executive to permanently fill any full time position.
- 4.4.3 A casual employee is paid 23% in addition to the ordinary hourly Award rates of pay for the class of work upon which such employee is engaged. Each engagement stands alone, with a minimum payment as for 2 hours work made in respect to each engagement. Where applicable, a casual employee is further entitled to the provisions of overtime, weekend penalty rates and payment for work performed on public holidays.
- 4.4.4 In addition to the provisions of clause 4.4.3, a casual employee is further entitled to payment of any applicable Award allowances, (excluding locality allowance), based *pro rata* on the number of hours worked in relation to the ordinary hours of the Award classification.
- 4.4.5 Subject to the provisions of Chapter 2, Part 3, Division 3 of the *Industrial Relations Act 1999* and except in accordance with clause 4.3(b) and 4.3(c), a casual employee shall not be entitled to any other Leave provision.
- 4.4.6 Casual Employees are entitled to increments in accordance with clause 5.12.

4.5 Recognition of previous service

The conditions prescribed in Directive 14/01, as provided for under section 34(2) of the *Public Service Act 1996* existing at the date of this Award and any amendments thereto, apply to Employees covered by this Award.

Provided that, in calculating length of service for the purpose of fixing salary, any period of probationary service resulting from unsatisfactory work performance shall not be included, but in calculating such length of service for purposes other than salary, any period of probation which such employee has served shall be included.

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, 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 clause 3.1 and clause 3.2, 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 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 Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.7 Termination of employment, introduction of change and redundancy

Except as provided for in clause 4.1.2, the chief executive shall observe the terms and conditions of the Termination of Employment, Introduction of Changes and Redundancy Model Clause contained in the decision of the Full Bench incorporated in the transcript of proceedings of 7 November 2001, in matters following the State Wage Case B882 of 1999 and B888 of 1999, in relation to Principle 12 Award Review (Case B1733 of 1999).

The provisions of the clause relating to Redundancy will apply except where inconsistent with arrangements contained in a Directive issued by the Public Service Commissioner pursuant to section 34 of the *Public Service Act 1996*.

4.8 Appointment arrangements

- 4.8.1 Community education counsellors not holding a diploma, advanced diploma or equivalent qualification including those persons currently enrolled and pursuing such a qualification shall be appointed to level 1 step 1 and progress by annual increments based upon full-time service requirements.
- 4.8.2 Community education counsellors holding a diploma, advanced diploma or equivalent qualification upon appointment or upon later completion of such a qualification shall be appointed to level 2 step 1 and progress by annual increments based upon full-time service requirements.
- 4.8.3 Community education counsellors holding a degree or equivalent qualification shall be appointed to level 3 step 1 and progress by annual increments based upon full-time service requirements.
- 4.8.4 Community education counsellors appointed to selected position operating at a regional or statewide level of operation shall be appointed to level 4 step 1 and progress by annual increments based upon full-time service requirements.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Salaries

5.1.1 Definitions

- (a) "Classification Level" - comprises a number of paypoints in a particular stream through which employees will be eligible to progress.
- (b) "Generic Level Statement" - means a broad, concise statement of the duties, skills and responsibilities indicative of a given Classification Level.
- (c) "Increment" - means for all employees an increase in salary from one paypoint to the next highest paypoint.
- (d) "Paypoint" - means the specific rate of remuneration payable to employees within a Classification Level.

5.1.2 Salaries shall be paid fortnightly and may at the discretion of the Chief Executive be paid by electronic funds transfer.

5.1.3 The salaries payable are prescribed in Schedule 1 of this Award.

5.2 Movement between and within classification levels

- 5.2.1 Community education counsellors appointed to selected position operating at a regional or statewide level of operation shall be appointed to level 4 step 1 and progress by annual increments based upon full-time service requirements.
- 5.2.2 Progression between levels 1 to 3 shall be by attainment of the relevant educational qualifications or equivalent. Appointment to level 4 shall be by applications to specific vacant positions.
- 5.2.3 Community education counsellors with a degree qualifications who have progressed to level 3 step 4 may apply for entry into level 4 in accordance with agreed criteria.

5.2.4 Community education counsellors who are pursuing a degree qualification and have completed the equivalent of one year of a degree will progress to level 2 step 1 and progress by annual increments on level 2. Upon completion of the degree community education counsellors shall progress to level 3 step 1 and progress by annual increments thereafter.

5.2.5 (a) Except in the case of an employee who is paid the prescribed basic salary on attaining the age of 21 years or in the case of a promotion, or transfer and promotion from one classification level to another, an increase is not to be made to the salary of any employee until:

(i) in the case of a full-time employee, the employee has received a salary at a particular classification and paypoint for a period of 12 months or has met the qualification criteria above in clauses 5.2.1 - 5.2.4.

(ii) in the case of a part-time employee:

(A) the employee has received a salary at a particular classification and paypoint for a period of at least 12 months; and

(B) the employee has worked 1,200 ordinary hours in such classification; or

(C) has met the qualification criteria above in clauses 5.2.1-5.2.4.

(iii) in the case of a casual employee with 12 months continuous service with the same employer:

(A) the employee has received a salary at a particular classification and paypoint for a period of at least 12 months; and

(B) the employee has worked 1,200 ordinary hours in such classification; or

(C) has met the qualification criteria above in clauses 5.2.1-5.2.4.

For the purpose of this clause, continuous service for a casual employee ends if the employment is broken by more than 3 months between the end of one employment contract and the start of the next employment contract. Absences from work on public holidays do not break, or contribute to a break, in the continuity of service.

(b) Notwithstanding anything contained elsewhere in this Award, an employee is not entitled to move to the next salary increment level by virtue of the Award unless:

(i) in the case of Employees in levels 1 and 2 of the Administrative, Professional and Technical Streams and levels 1, 2 and 3 of the Operational Stream, the conduct, diligence and efficiency of the employee has been certified by the Chief Executive to have been and to be satisfactory;

(ii) in the case of Employees in all other classification levels, performance objectives have been achieved as certified by the Chief Executive.

(c) If any increment prescribed by this Award is temporarily withheld from an employee or there is a refusal to grant an increment the employee may make an appeal to the Public Service Commissioner under the relevant Public Service Directive.

5.3 Recognition of prior learning

5.3.1 A committee comprising representatives from the Department and the State Public Services Federation, Queensland will be established for the purpose of determining an application for the recognition of prior learning by community education counsellors based upon an assessment of Aboriginal culture and environment and Torres Strait Islander culture and environment in accordance with the following criteria:

(a) knowledge of Aboriginal protocols and/or Torres Strait Islander protocols;

(b) knowledge of Aboriginal cultures and/or Torres Strait Islander cultures;

(c) knowledge of cultural awareness training techniques;

(d) ability to communicate with Aboriginal young people and adults;

(e) ability to communicate with Torres Strait Islander young people and adults;

- (f) implementation of culturally appropriate curriculum resources;
- (g) knowledge of culturally appropriate educational counselling techniques.

5.3.2 The committee shall determine an appropriate salary step and level following an assessment of each case.

5.4 Performance of higher duties

Extra remuneration on the conditions prescribed in *Directive 11/01*, issued in accordance with section 34 of the *Public Service Act 1996* existing at the date of this Award and any amendment, shall apply to employees or classes of employees whose salaries are determined under this Award:

Subject to *Directive 11/01 "Higher Duties Allowance"*, an employee who temporarily fills a position at a higher Classification Level within the same stream as determined by this Award is to be paid at the first paypoint of the classification level of the position being temporarily filled.

Where the salary of the employee's substantive position exceeds the lowest paypoint of the position which the employee is filling temporarily at the higher classification level the employee's salary is determined as the paypoint that is closest to but higher than the paypoint of the employees existing position.

5.5 Allowances

5.5.1 Overtime Meal Allowance

The conditions and entitlements paid to employees are prescribed under *Directive 20/01 "Overtime Meal Allowances"*, as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

5.5.2 Motor Vehicle Allowance

The conditions and entitlements of motor vehicle allowances paid to employees are prescribed under *Directive 13/01 "Motor Vehicle Allowances"*, as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

5.5.3 Locality Allowance

The conditions and entitlements of Locality Allowances paid to employees who are appointed to work at named centres are prescribed under *Directive 19/99 "Locality Allowances"*, as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

5.5.4 Payment of Allowances

In accordance with clause 5.5, payment of all allowances shall be made to the employee concerned on the appropriate pay day within 6 weeks following application by the employee.

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

6.1 Hours of work

6.1.1 Working Arrangements

Notwithstanding the provisions of clause 6.1 (annual leave) and clause 6.2 (public holidays), in lieu of the additional hours worked by Employees outside of the ordinary hours of 36 and 1/4 Monday to Friday the Employees shall receive an additional amount of leave as follows:

End of term break (Easter)	3 days
End of term break (June)	8 days
End of term break (September)	8 days
Mid-summer break	4 days

6.1.2 By mutual agreement with the employer an employee may take any or all additional days leave during school term time.

6.1.3 By mutual agreement with the employer an employee may take any additional days leave as paid leave where that leave is categorised as unpaid leave under the Award with a consequential reduction in the Employees additional days leave.

6.1.4 Should an employer require an employee to work on any additional days during the school vacation period

determined by clause 6.1.1, or where required to work on a mutually agreed day off, the employee shall attend and the employer shall pay that day or days at the following penalty rates:

- (a) The first 3 hours at time and a-half and any additional hours at double-time.
- (b) At the employee's request and agreed to by the employer the employee may waive the penalty rate payments and take additional leave calculated at the following rates:

The first 3 hours at time and a-half and any additional hours at double-time.

Such leave shall be taken during school vacation periods or at other times where mutually agreed.

6.1.5 Employees who commence duty during a school term shall be entitled to proportionate additional days leave.

6.1.6 Where any employer required an employee to work on an additional days leave at least 24 hours notice shall be provided to the employee.

6.1.7 In determining hours of duty, wherever practicable, the employer shall:

- (a) consult on the requirement to work specific hours before directing an employee to work those hours;
- (b) where the working of particular hours is not suitable to an employee on a given day, take into account whether other staff are available and competent to perform this work;
- (c) take into account the needs of workers with family responsibilities or disabilities;
- (d) provide timely notice of the requirement to work in excess of ordinary hours;
- (e) take into account the employee's current levels of additional days leave.

6.2 Meal breaks

6.2.1 Unless otherwise specified above, all Employees who work in excess of 5 hours on any day shall be allowed not less than 30 minutes for an unpaid meal break between the 3rd and 6th hours of duty:

Provided that where it is mutually agreed between the employer and the employee that in order to maintain the continuity of work, the hours of duty may be inclusive of meal times, and no deduction shall be made from the employee's wages.

6.2.2 Employees authorised to work overtime for more than one hour after 6.00 pm shall be entitled to a meal allowance as prescribed in Directive 20/01 "Overtime Meal Allowances" as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*:

Provided that a meal of reasonable quality and adequate quantity may be supplied in lieu of the abovementioned meal monies.

6.3 Rest pauses

6.3.1 Employees are entitled to rest pause(s) of a total of 20 minutes per day, in the employer's time, at a time to suit the operational requirements of the employer.

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

6.4 Overtime

6.4.1 Subject to Directive 19/01 "Hours and Overtime" as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*, all authorised overtime worked by employees in excess of their ordinary daily hours of duty or outside their ordinary spread of hours are paid for at the rate of time and a-half for the first 3 hours in any one day and double time for all time worked thereafter.

6.4.2 Provided that all authorised overtime worked on:

- (a) Saturday is paid at the rate of time and a-half for the first 3 hours and double time thereafter within a minimum payment as for 2 hours.
- (b) Sunday is paid at the rate of double time with a minimum payment as for 2 hours:

Provided further that such minimum payments shall not apply where such overtime is performed immediately preceding and/or following ordinary hours.

- 6.4.3 Notwithstanding the provisions of clause 6.4 employees working shift work, as defined, in accordance with a shift roster covering 2 or more shifts per day are paid for all overtime at the rate of double time.
- 6.4.4 Employees shall work reasonable overtime, whenever necessary in the opinion of the Chief Executive, but 24 hours' notice shall be given, where practicable, to an employee required to work overtime.
- 6.4.5 Overtime is calculated to the nearest quarter of an hour in the total amount of time in respect to which overtime is claimed by the employee.
- 6.4.6 An employee temporarily filling and discharging the full duties of an office at a higher classification level for which overtime payments are applicable is subject to the provisions of clause 6.4.1 and be paid for authorised overtime at the minimum rate applicable to that higher classification level.
- 6.4.7 Subject to clause 6.4.1 an employee (other than an employee on call) having been recalled to perform duty shall be paid for the time worked, with a minimum payment of 2 hours for each call out at the prescribed overtime rate provided that such minimum payment shall not apply where the overtime is performed immediately preceding and/or is continuous with ordinary hours of duty:

Provided further that, should an employee be called out again within that 2 hour period, no further minimum payment shall apply to that work which shall be separately paid for at the prescribed overtime rates.

6.4.8 *Transport Costs on Recall*

Where an employee is recalled to perform work during an off duty period the employee shall be provided with transport to and from the employee's home, or be refunded the cost of such transport.

6.4.9 *Fatigue Leave*

- (a) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that 10 consecutive hours off duty has not occurred shall be released after completion of such overtime until 10 consecutive hours off duty occur without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the Chief Executive, such an employee resumes or continues work without having had 10 consecutive hours off duty, the employee shall be paid double rates until released from duty for such period, and shall then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.
- (b) The provisions of clause 6.4.9 shall apply to 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 purposes of changing shift rosters; or
 - (ii) when a shift worker does not report for duty; or
 - (iii) where a shift is worked by arrangement between the Employees themselves.
- (c) clause 6.4.9 does not apply to Employees:
 - (i) who reside or remain on or about their place of work and are required to perform duties on an intermittent basis outside their ordinary hours of duty;
 - (ii) subject to extended hours of duty arrangements (other than shift work arrangements) prescribed in Schedule 3 and Schedule 4.

6.5 Shift work

6.5.1 *Shift Work Arrangements*

- (a) Subject to any agency or occupational arrangements included in Schedule 3 and Schedule 4 and clause 2.2, shift work may be introduced to meet operational requirements. Such shift work shall be worked in accordance with a roster mutually agreed between the Chief Executive and the majority of Employees directly affected and are worked on one of the following bases:

- (i) a work cycle not exceeding 7 consecutive days; or
- (ii) a work cycle not exceeding 14 consecutive days; or
- (iii) a work cycle not exceeding 21 consecutive days; or
- (iv) a work cycle not exceeding 28 consecutive days:

Provided that having regard to operational requirements rostered shifts may be mutually exchanged between Employees provided such exchange occurs within the same pay period.

- (b) A roster setting out the employee's days of duty and starting and finishing times on such days shall be displayed in a place conveniently accessible to Employees at least one work cycle in advance.
- (c) Notwithstanding clauses 6.5.1(a) and (b), a shift worker shall not perform more than 2 consecutive shifts.
- (d) Changes within a roster shall be by agreement between the employer and the employee concerned, but failing agreement, 24 hours notice of any change in the roster shall be given or double time be paid for the employee's next shift.

6.5.2 *Shift Allowance*

- (a) Employees working afternoon or night shifts are paid an allowance of 15% per shift for all ordinary time worked in addition to their ordinary salary.
- (b) Provided that in respect to the calculations of payments as prescribed by clause 6.5.2 they shall be made upon the majority of shift basis in respect of ordinary hours worked where the starting and finishing times occur on different days over the period Monday to Friday both days inclusive.

These allowances shall not apply to work performed between midnight Friday and midnight Sunday or on public holidays.

6.5.3 *Extra Payment for Weekend Work*

- (a) All ordinary time worked between midnight on Friday and midnight on Saturday not being overtime shall be paid for at one and a-half (1.5) times the ordinary rate and between midnight Saturday and midnight Sunday shall be paid for at the rate of double time.

6.5.4 *Meal Breaks and Rest Pauses*

(a) *Meal Breaks*

All Employees working shifts shall be allowed not less than 30 minutes for a meal break with such a break being taken at a time, which maintains the continuity of work.

Subject to agency or occupational arrangements included in Schedule 3 and Schedule 4, during the day, afternoon or night shifts the hours of duty shall be inclusive of meal times with no deduction from the employee's salary.

Employees authorised to work overtime for more than one hour after their normal finishing time shall be entitled to a meal allowance as prescribed in Directive 20/01 "Overtime Meal Allowance" as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

Provided that a meal of reasonable quality and adequate quantity may be supplied in lieu of the abovementioned meal monies.

(b) *Rest Pauses*

Employees engaged on shift work shall be entitled to rest pause(s) in accordance with clause 6.3.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Recreation leave

The entitlements for recreation leave are prescribed under Directive 7/01 "Recreation Leave", as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

7.2 Loading on recreation leave

7.2.1 A loading calculated as prescribed hereunder shall be paid to Employees on recreation leave:

- (a) Shift workers - Subject to clause 7.2.1(b) the rate of wage or salary 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 the provisions of clause 7.2.2 hereof, in no case shall the payment to an employee be less than the sum of the following amounts:
 - (i) The employee's ordinary wage rate or salary as prescribed by the Award for the period of such leave (excluding shift premiums and weekend penalty rates);
 - (ii) A further amount calculated at the rate of 17.5 per cent of the amounts referred to in clause 7.2.1(b)(i).

7.2.2 The provisions of clause 7.2.1(b) shall not apply to any period or periods of recreation leave exceeding:

- (a) 5 weeks per annum in the case of Employees employed on continuous shift work; or
- (b) 4 weeks per annum in any other case.

7.3 Sick leave

7.3.1 Sick leave (leave of absence on account of illness) on full salary will accumulate at the rate of 10 working days for each completed year of service and a proportionate amount for an incomplete year of service.

7.3.2 Sick leave may be taken for part of a day.

7.3.3 Entitlement to sick leave is conditional on the employee promptly notifying the employer of their absence and of its expected duration.

7.3.4 An application for sick leave of more than 3 days is to be supported by a medical certificate or any other evidence that is acceptable to the employer.

7.3.5 The entitlements for sick leave are prescribed under Directive 8/01 "Sick Leave", as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

7.4 Bereavement leave

7.4.1 Employees are granted bereavement leave on full salary on the death of a member of the employee's immediate family or household:

"Immediate family" includes:

- The employee's spouse;
- A child, ex-nuptial child, step-child, adopted-child, ex-foster child of the employee;
- Parent, grandparent, grandchild, sister or brother of the employee and of the employee's spouse;
- Step-father, step-mother, half-brother, half-sister, step-brother and step-sister of the employee.

"Spouse" of an employee includes:

- A former spouse; and
- A *de facto* spouse, including a spouse of the same sex as the employee.

7.4.2 The entitlements for bereavement leave are prescribed under Directive 9/01 "Bereavement Leave", as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

7.5 Long service leave

7.5.1 Employees who complete 10 years continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.

7.5.2 After 7 years continuous service Employees are entitled to a proportionate payment (calculated on a *pro rata* basis for 7 years continuous service) in specified circumstances relating to the termination of employment and parental leave.

7.5.3 The entitlements to long service leave are prescribed under Directive 1/01 "Long Service Leave", as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

7.6 Family leave

The provisions of the *Family Leave Award - Queensland Public Sector* (including special responsibility leave) apply.

The entitlements to family leave include:

- Maternity leave;
- Spousal leave;
- Pre-natal leave;
- Pre-adoption leave; and
- Adoption leave.

and those conditions are found in Directive 3/01 "Parental Leave", as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

7.7 Cultural leave

7.7.1 Any employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal ceremonial purposes or Torres Strait Islander ceremonial purposes shall be entitled to up to 10 working days unpaid leave in any one year.

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

7.7.3 Notwithstanding the provisions of clause 7.7.1 and 7.7.2 the employer may allow the employee to use additional days off to attend traditional or ceremonial functions that culturally the employee is required to attend.

7.8 Public holidays

7.8.1 "Concessional day" - means any day upon which an employee is permitted to be absent on full pay without debit to any leave account as a result of a compulsory closure of Government establishments over the Christmas/New Year period or such closure or restricted staffing as the employer determines.

7.8.2 (a) All work done by any employee on the following public holidays is paid for at the rate of double time and a-half with a minimum of 4 hours.

- ~ 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.

7.8.3 Labour Day

All Employees (other than casual 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;

Where an employee actually works on Labour Day, such employee shall be paid in addition, a payment for the time actually worked between the normal starting and finishing times at one and a-half times the ordinary rates prescribed for such work with a minimum of 4 hours;

7.8.4 Show day

All work done by Employees in a district specified from time to time by the Minister by notification published in the Gazette on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification, of such district, shall

be paid for at the rate of double time and a-half with a minimum of 4 hours. No employee shall be entitled to receive payment in accordance with clause 7.8.4 for work performed on such a day on more than one occasion in each calendar year.

7.8.5 *Double time and a-half*

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

7.8.6 Subject to clause 7.8.3 and 7.8.9 an employee who performs work on any Public Holiday or any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday, shall at the employee's option receive time off equivalent to the number of hours worked, with a minimum of 4 hours in lieu of monetary compensation:

Provided that where an employee elects to take equivalent time off such employee shall in addition be paid at half the ordinary rate with a minimum of 4 hours.

7.8.7 Substituted days for 38 hour week workers: Where Employees are listed in Schedule 1 as working subject to 38 hour week arrangements, and where there is agreement between the Chief Executive and the majority of Employees concerned and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in the *Holidays Act 1983*:

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

7.8.8 *Employees "rostered off" on Public Holidays who work in accordance with shift work or 5 out of 6 days provisions:*

All Employees (other than Casual Employees) working in accordance with the provisions of clauses 6.1 or 6.5, if rostered off on any Public Holiday, shall be paid an additional day's wage or, by mutual agreement between the Chief Executive and the employee, shall be granted a day's holiday in lieu at a time to be mutually arranged between the Chief Executive and the employee concerned or an extra day shall be taken with annual leave for each such day on which the employee is rostered off:

Provided that for the purposes of clause 7.8.8 "rostered off" means rostered off on a day of the week which normally forms part of the employee's ordinary hours:

Provided further that the "additional day's wage", "another day off" or "extra day" added to annual leave means:

- for Employees prescribed in Schedule 4, Section One, 7.6 hours at ordinary rates; and
- for all other Employees, 7.25 hours at ordinary rates.

7.8.9 All Employees shall be entitled to payment for rostered ordinary hours to be worked for each of the public holidays referred to in clause 7.8.2 above notwithstanding that no work is required to be performed.

7.8.10 Where a public holiday as prescribed by clause 7.8 falls upon a Saturday or Sunday, and an employee, as part of the employee's ordinary rostered hours is required to work upon such day, calculations of payment shall be made upon the majority of shift basis where the starting and finishing times of such ordinary hours occur on different days.

7.8.11 *Employees who do not work Monday to Friday of each week*

Employees who do not ordinarily work Monday to Friday of each week are entitled to public holidays as follows:

- (a) A full-time employee is entitled to either payment for each public holiday or a substituted day's leave.
- (b) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all Employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (c) Where Christmas day falls on a Saturday or a Sunday and the public holiday is observed on another day, an employee required to work on Christmas day (i.e. 25 December) is to be paid at the rate of double time.
- (d) Nothing in clause 7.8.11 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

7.9 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 Transfer and appointment expenses

These are the expenses that may be paid on behalf of an eligible employee when appointed or transferred from one centre to another, including:

- the conveyancing of self, family and effects to the centre to which the teacher is transferred;
- board and lodging;
- other items of expenditure related to taking up duty

and are prescribed under Directive 8/00 "Transfer and Appointment Expenses", as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

8.2 Travelling and relieving expenses

An eligible employee who is required to:

- travel on official duty; or
- to take up duty away from the employee's usual place of work to relieve another employee or to perform special duty;

is allowed actual and reasonable expenses or allowances for accommodation, meals and incidental expenses necessarily incurred by the employee.

These are prescribed under Directive 1/02 "Travelling and Relieving Expenses", as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

8.3 Excess travelling time

The general conditions applicable for the compensation of excess travelling time for an eligible employee who is required to travel on official business are:

- attending approved seminars and agency courses;
- outside ordinary hours; and
- away from normal headquarters.

are prescribed under Directive 7/00 "Excess Travelling Time" as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

8.4 Transfer of employees

An employee who has served for 3 years or more continuously, in an office or offices in an isolated location, shall be transferred without detriment to some other position in a more favourable locality as soon as opportunity offers.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training, learning and development

9.1.1 The parties to this Award recognise that in order to increase efficiency and productivity a greater commitment to learning and development is required.

Accordingly, the parties commit themselves to developing a more highly skilled and flexible workforce and providing Employees with career opportunities through appropriate training to acquire additional skills and knowledge for performance of their duties.

Within each agency a consultative mechanism and procedures involving representatives of management, Employees and public sector Unions shall be established as determined by the Chief Executive having regard to the size, structure and needs of that agency.

Following consultation the Chief Executive shall develop a learning and development strategy consistent with -

- (a) the current and future needs of the agency;
- (b) the size, structure and nature of the operations of the agency;
- (c) the need to develop vocational skills relevant to the Agency through courses conducted wherever possible by accredited educational institutions and providers.

Learning and development may be both on-the-job or off-the-job and either internal or external to the organisation.

Learning and development provided should assist Employees in obtaining knowledge and skills recognised by the Australian National Training Authority (ANTA).

All such learning and development should be directed at enabling Employees to enhance skills relevant to duties to be performed. Employees will be expected to attend scheduled learning and development activities.

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

10.1 Workplace health and safety

All provisions of relevant workplace health and safety legislation apply.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

Clauses 11.1 and 11.2 replicate legislative provisions contained within the *Industrial Relations Act 1999*. In order to ensure the currency of existing legal requirements parties are advised to refer to Sections 366, 372 and 373 of that 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) 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 *Industrial Relations Act 1999*.
- (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 they do not want their record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 *Discussions with employees*

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

- (a) matters under the *Industrial Relations Act 1999* 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 stopped employment with the employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the *Industrial Relations Act 1999* - 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:

- (a) an inspector of the Department of Industrial Relations, in accordance with section 371 of the *Industrial Relations Act 1999*; or
- (b) an authorised industrial officer in accordance with sections 372 and 373 of the *Industrial Relations Act 1999*.

11.2.5 References to the *Industrial Relations Act 1999* shall be taken to be references to that Act as amended or replaced from time to time.

11.2.6 Consistent with Ministerial Directive 12/01 "Attendance - Recording, Reporting and Public Holidays", a chief executive may specifically exempt those employees who have been, or who are a class of office from a system for recording starting and finishing times, meal breaks and absences from duty.

11.3 Union delegates

11.3.1 The parties acknowledges the constructive role democratically elected Union delegates undertake in the workplace in relation to Union activities that support and assist members. That role will be formally recognised, accepted and supported.

11.3.2 Public sector Employees will be given full access to Union delegates/officials during working hours to discuss any employment matter or seek Union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.

11.3.3 Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking Union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.

11.3.4 Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

11.4 Union encouragement

11.4.1 The parties recognise the right of individuals to join a Union and will encourage that membership. However, it is also recognised that Union membership remains at the discretion of individuals.

11.4.2 An application for Union membership and information on the relevant Union/s will be provided to all Employees at the point of engagement.

11.4.3 Information on the relevant Union/s will be included in induction materials.

11.4.4 Union representative(s) will be provided with the opportunity to discuss Union membership with new Employees.

11.4.5 Where requested by public sector Unions, agencies and public sector units will provide payroll deduction facilities for Union subscriptions.

11.5 Industrial relations education leave

11.5.1 Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow Employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.

Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year, approved by the Chief Executive (or delegated authority) of the agency, to attend industrial relations education sessions.

Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured Employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the Chief Executive (or delegated authority) of the agency, the relevant Union and the employee.

Upon request and subject to approval by the Chief Executive (or delegated authority) of the agency, Employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences, and ACTU Congress.

11.5.2 The granting of industrial relations education leave or any additional special leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the agency/work unit concerned. At the same time such leave shall not be unreasonably refused.

11.5.3 At the discretion of the Chief Executive of the agency/public sector unit concerned, public sector Employees may be granted special leave without pay to undertake work with their Union.

SCHEDULE 1

Salary Rates

The following salary rates shall apply:

	Per Fortnight
Level CEC 1	\$
Step 1	1,560.80
Step 2	1,624.50
Step 3	1,688.90
Step 4	1,736.00
Step 5	1,782.40
Level CEC 2	
Step 1	1,852.30
Step 2	1,916.60
Step 3	1,982.10
Step 4	2,048.10
Step 5	2,114.30
Level CEC 3	
Step 1	2,239.70
Step 2	2,300.00
Step 3	2,360.30
Step 4	2,420.30
Level CEC 4	
Step 1	2,592.20
Step 2	2,666.60
Step 3	2,741.30
Step 4	2,815.60

NOTE: The above rates incorporate adjustments based upon the *State Government Departments Certified Agreement 2006* (CA 308 of 2006).

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 over-award 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.

Dated 18 December 2002.

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

Operative Date: 6 January 2003