

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**CREDIT UNIONS' ADMINISTRATIVE AND CLERICAL OFFICERS' AWARD - STATE 2002**

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Credit Unions' Administrative and Clerical Officers' Award - State 2002 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 Credit Unions' Administrative and Clerical Officers' Award - State 2002 as at 1 January 2011.

Dated 1 March 2011.

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

**CREDIT UNIONS' ADMINISTRATIVE AND CLERICAL OFFICERS' AWARD - STATE 2002**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Credit Unions' Administrative and Clerical Officers' Award - State 2002.

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### **1.3 Date of operation**

This Award takes effect from 25 September 2002.

### **1.4 Coverage**

Notwithstanding the provisions of any other Awards, this Award shall apply exclusively to the credit unions in the State of Queensland and to those of their employees for whom classifications and rates of pay are prescribed.

### **1.5 Area of operation**

For the purposes of this Award, the divisions and districts into which the State is divided in relation to divisional parities and district allowances shall be as follows:

#### **1.5.1 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; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of 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; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.

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

#### 1.5.2 *Districts*

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

*Northern Division - Western District* - The remainder of the Northern Division.

*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 west to 147 degrees of east longitude; then by that degree of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.

*Southern Division - Western District* - The remainder of the Southern Division.

### 1.6 **Definitions**

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

1.6.2 "Commission" means the Queensland Industrial Relations Commission.

1.6.3 "The employee" shall mean any employee of the credit unions for whom rates of pay are prescribed.

1.6.4 "The employer" means the credit unions constituted under *The Co-operative and Other Societies Acts of 1967* and *The Money Lenders' Acts, 1916 to 1962*.

1.6.5 "Union" means the Australian Municipal Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees and/or the Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees.

### 1.7 **Parties bound**

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

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.

2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.

2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **3.1 Grievance and dispute settling procedure**

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

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

## **3.2 Consultative mechanisms and procedures in the workplace**

- 3.2.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industries covered by this Award and to enhance the career opportunities and job security of employees in such industries.
- 3.2.2 At each plant or enterprise, an employer, the employees and their relevant Union commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or Union for consideration consistent with the objectives of clause 3.2.1 shall be processed through that consultative mechanism and procedures.

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

### **4.1 Contract of employment**

- 4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) full-time;
- (b) part-time (as prescribed in clause 4.3); or
- (c) casual (as prescribed in clause 4.4).

### **4.2 Employee duties**

- 4.2.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.
- 4.2.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment (where relevant).
- 4.2.3 Any direction issued by an employer pursuant to clauses 4.2.1 and 4.2.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- 4.2.4 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 has taken place in accordance with clauses 4.8 and 4.9:

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

### **4.3 Part-time employment**

- 4.3.1 An employer may employ part-time employees in any classification in this Award.
- 4.3.2 A part-time employee is an employee who:
  - (a) has been engaged as a part-time employee in accordance with clause 4.1; and
  - (b) is employed for not less than 16 hours per week and for not more than 30 ordinary hours per week; and
  - (c) has reasonably predictable hours of work; and
  - (d) receives, on a *pro rata* basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- 4.3.3 Provided that clause 4.3.2 may be varied in accordance with the following:
  - (a) where a part-time employee requests and the employer agrees, the part-time employee may be employed for less than 16 hours but not less than 4 hours per week; and
  - (b) where there is mutual agreement, a part-time employee may work more than 30 ordinary hours per week but less than 37 hours per week; and
  - (c) where agreement is reached in relation to clauses 4.3.3(a) and 4.3.3(b), such agreement shall be recorded in writing.
- 4.3.4 At the time of engagement, the employer and the employee will agree in writing on the number of ordinary hours worked per week.
  - (a) The agreed number of ordinary hours per week may only be varied by mutual agreement. Any such agreed variation to the number of weekly hours of work will be recorded in writing.
  - (b) Any variation to the normal work pattern will be by agreement with the employee/s directly affected.
- 4.3.5 An employer is required to roster a part-time employee for a minimum of 4 consecutive hours on any shift.
- 4.3.6 All time worked outside of the ordinary hours of work as mutually arranged in accordance with clause 4.3.4 will be overtime and paid for at the rates prescribed in clause 6.4 - Overtime.
- 4.3.7 A part-time employee employed under clause 4.3 must be paid for ordinary hours worked at the rate of 1/37.5 of the weekly rate prescribed for the class of work performed.
- 4.3.8 Where a public holiday falls on a day upon which a part-time employee is normally engaged, the employee shall be paid the appropriate rate for the number of hours normally worked on that day.
- 4.3.9 Where an employee and the employer agree in writing, part-time employment may be converted to full-time, and vice-versa, on a permanent basis or for a specified period of time. If such an employee transfers from full-time to part-time (or vice-versa), all accrued Award and legislative entitlements shall be maintained. Following

transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

#### **4.4 Casual employment**

4.4.1 "Casual employee" means an employee engaged on an hourly basis whose employment can be terminated without notice.

4.4.2 Rate of wages for a casual employee shall be calculated by dividing the weekly rate applicable to the year of service scale rate by 37 1/2 and adding 23%.

4.4.3 A minimum of 4 hours shall be paid for each engagement.

4.4.4 A minimum of 2 hours may be paid in branches where 4 or less full-time staff are employed.

#### **4.5 Trainees**

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

#### **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 includes:

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

(b) sexual harassment; and

(c) racial and religious vilification.

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

4.6.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

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

(a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;

(b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the 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*

(a) Classified positions

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 ordinary time rate for the period of notice.

(b) Other positions

The notice of termination required to be given by an employee shall be 1 week. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to ordinary time rate for the period of notice.

4.7.4 Notice of termination in clauses 4.7.2 and 4.7.3 cannot be counted as annual leave or part thereof, unless otherwise mutually agreed between the employer and the employee.

#### 4.7.5 *Time off during notice period*

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

### **4.8 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 Definition of classifications**

5.1.1 "Development officer" means an employee responsible for implementing procedures for the development of credit union services and other associated matters in accordance with the prescribed policies and practices and as

directed by the board of directors.

- 5.1.2 "Counsellor" means an employee who interviews and advises members on all matters appertaining to their financial requirements and problems in the terms of credit union philosophy and who approves and pays loans in accordance with board policy and controls delinquency as may be necessary and who is responsible for collections and recovery actions and acts in accordance with the requirements of board policy and of the manager.
- 5.1.3 "Senior counsellor" means an employee appointed as such who supervises counsellors and supports staff and who is responsible for training and orientation and for general delinquency control and maintenance of all records of borrowers under board policy and legislation.
- 5.1.4 "Accounting supervisor" means an employee responsible for the internal accounting and for the supervision of general office services.
- 5.1.5 "Office supervisor" means an employee responsible for the clerical services and the supervision and training of staff.

## 5.2 Wages

### 5.2.1 *Classified positions*

The minimum wages payable to the following positions in the Southern Division Eastern District shall be:

Position	Award Rate Per Week \$
Counsellor, Grade I	744.45
Counsellor, Grade II	769.15
Counsellor, Grade III	788.55
Development officer, Grade I	704.35
Development officer, Grade II	714.15
Development officer, Grade III	718.20
Senior counsellor, Grade I	798.50
Senior counsellor, Grade II	808.55
Accounting supervisor, Grade I	744.45
Accounting supervisor, Grade II	766.65
Accounting supervisor, Grade III	788.55

### 5.2.2 *Wages - Clerks and clerk-typists.*

#### (a) Adult employees

Position	Award Rate Per Week \$
During probation or 1st year's service	338.30
During 2nd years' service.	372.70
During 3rd years' service	402.00
During 4th years' service	430.10
During 5th years' service	457.10
During 6th years' service	645.45
During 7th years' service	660.00
During 8th years' service	669.45
During 9th years' service	681.00
During 10th years' service	690.90
During 11th years' service	700.35
During 12th years' service	710.15

#### (b) Wages - Age 21 years

- (i) Every clerk shall, upon attaining the age of 21 years, be paid a basic wage of \$645.45 per week and such clerk shall not, except upon promotion or where otherwise prescribed, be entitled to receive a wage greater than \$645.45 per week until such clerk would otherwise have been entitled so to do under the prescribed scale:

Provided that any clerk who has been in receipt of such basic wage for a period of at least one (1) year shall not

be required to remain on that wage until such clerk is eligible for higher wage by reason of length of service but shall be regarded for the purpose of further wage increases as a clerk, but for no other purpose, as having completed 6 years of service.

- (ii) For wage determination purposes, classified officers, with the exception of development officers, shall commence as Grade I officers and progress to the next highest grade, annually subject to the satisfactory completion of each year of service.

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

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

- (c) *Commencing Wages* - A clerk who has qualified at a senior examination according to one of the following standards shall upon appointment be paid wages as follows:

Standard of pass	Rate of Wages
A score of not less than 18 points in one senior examination in 5 subjects including English with a grading of 3 or more in each subject	3rd year
A score of not less than 12 points in one senior examination in 4 subjects including English with a grading of 3 or more in each subject	2nd year

**5.3 Allowances**

*5.3.1 Stenotypists, comptometer operators, ledger posting machine operators or punch card tabulator operators*

- (a) In addition to the rates of wages prescribed for clerks, an employee employed as a stenotypist, comptometer operator, ledger posting machine operator, or punch card tabulator operator, shall be paid as part of the employee's weekly wages, a further sum of \$9.20 per week.
- (b) In the case of any stenotypist specifically required by the 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, and in the case of any electronic data processing equipment computer operator, the additional amount payable, as part of the employee's weekly wage, shall be \$15.10 per week.
- (c) Where an employee is engaged for only part of the employee's time on any duties mentioned in clause 5.3.1 a proportionate payment shall be made for the time so engaged.

*5.3.2 Supervisory allowances*

Any employee other than an accounting supervisor or senior counsellor appointed by the manager to supervise and control other employees shall be paid in addition to the prescribed wage, a supervisory allowance in accordance with the following scale:

	Per Week
	\$
In charge of more than one and not more than 8 employees	9.10
In charge of more than 8 and not more than 16 employees	13.80
In charge of more than 16 employees	17.90

*5.3.3 District allowances*

In addition to the prescribed wage rates, employees employed outside the Eastern District of the Southern Division of Queensland shall be paid the following divisional parities and/or district allowances which shall be treated as part of their ordinary rates of pay:

	Per Week \$
<i>Northern Division</i>	
Eastern District - Adults	1.05
Western District - Adults	3.25
<i>Mackay Division</i>	
Adults	.90
<i>Southern Division</i>	
Western District - Adults	1.05

#### 5.3.4 *Higher duties allowances*

An employee who is called upon to perform for a period of more than one week, all or a specified part of the duties of the employee of the employer in a higher position, shall be paid at the minimum rate prescribed for such higher position provided that in the event of such minimum rate being the same as the relieving employee's existing wage then the next yearly increment shall be paid.

#### 5.3.5 *Vehicle allowance*

- (a) Where an employee is authorised to use their own car on the employer's business, the employee shall be paid a minimum allowance for all actual kilometres travelled as follows:
- (i) Vehicles up to 1.5 litres - 22.20 cents per kilometre.
  - (ii) Vehicles over 1.5 litres and up to 2.5 litres - 23.62 cents per kilometre.
  - (iii) Vehicles over 2.5 litres - 27.09 cents per kilometre.
- (b) Actual kilometres travelled by the vehicle shall mean and include authorised travel to and from the employee's place of residence where applicable.

### **5.4 Payment of wages**

5.4.1 Wages shall be paid weekly.

5.4.2 Wages may be paid by electronic funds transfer.

5.4.3 In the case of dismissal or of an employee leaving the service of the employer after having given the prescribed notice, the employee shall be paid all wages due within fifteen (15) minutes of ceasing time. If such wages are not paid within the time prescribed, all waiting time in excess of fifteen minutes shall be paid for at overtime rates.

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

#### 5.4.5 *Method of payment where hours of work involve averaging over a cycle*

- (a) Ordinary hours of work for all employees (excluding part-time employees and casuals) shall be paid on the basis of not more than 37½ hours per week, on an averaged basis according to the work cycle, notwithstanding the fact that in excess of 37½ ordinary hours may be worked in a week to maximise leisure time in accordance with clauses 6.1.1, 6.1.3 and 6.1.4.
- (b) Accrued rostered time off not taken at the time of termination or dismissal shall be paid out at ordinary rates of pay.

### **5.5 Superannuation**

5.5.1 *Application* - In addition to the rates of pay prescribed by clause 5.2, eligible employees, as defined in clause

5.5.3, shall be entitled to occupational superannuation benefits, subject to clause 5.5.

#### 5.5.2 Contributions

- (a) Amount - As from 1 January 2005 every employer shall contribute on behalf of each eligible employee an amount calculated at 9% of the employee's ordinary time earnings, into an approved fund, as defined in this clause. Each such payment of contributions shall be rounded off to the nearest ten (10) cents:

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

- (b) Regular payment - The employer shall pay such contributions to the credit of each eligible employee at least once each calendar month or in accordance with the requirements of the approved fund trust deed.
- (c) Minimum level of earnings - As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employee's ordinary time earnings, as defined, is less than \$450.00.
- (d) Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.
- (e) Other contributions - Nothing in clause 5.5 shall preclude an employee from making contributions to a fund in accordance with the provisions of the trust deed of the fund.
- (f) Cessation of contributions - An employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.
- (g) No other deductions - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the Fund other than the remission of contributions as prescribed in clause 5.5.

#### 5.5.3 Definitions

- (a) "Approved fund" means a fund approved for the purposes of this Award by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by this Award. Such approved fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible employee" shall mean any employee who has been employed by the employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 5.5.2 effective from the commencement of that qualifying period.
- (c) "Fund" means a superannuation fund satisfying the Commonwealth legislation for occupational superannuation funds and satisfying the superannuation fund conditions in relation to a year of income, as specified in the relevant Act and complying with the operating standards as prescribed by Regulations made under the relevant Act. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- (d) "Ordinary time earnings" 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 over-award payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

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

- (a) Clerical Administrative and Retail Employees Superannuation Plan (CARE).
- (b) Sunsuper.
- (c) Any named fund as is agreed to between the relevant employer/Union/s parties to this Award and as recorded in an approved Industrial Agreement.

- (d) In the case of a minority group of employees of a particular employer, any industry, multi-industry or other fund which has been approved in an award or an agreement approved by an Industrial Tribunal whether State or Federal jurisdiction and already had practical application to the majority of award employees of that employer.
- (e) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an employer who also belongs to that fellowship any fund nominated by the employer and approved by the Brethren.
- (f) Any fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a fund cited in an award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.
- (g) In relation to any particular employer, any other established fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.5.2 on behalf of at least a significant number of that employer's employees covered by this Award as at 29 September 1989 and continues to make such contribution.
- (h) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this award.
  - (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
  - (ii) A person must not coerce someone else to make an agreement.
  - (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (time and wage records) of the Act.
  - (iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure as contained in this Award.

#### 5.5.5 *Challenge of a fund*

- (a) An eligible employee being a member or a potential member of a fund, as well as an industrial Union whose registered list of callings incorporates any of the classification/s of employees to whom this Award applies, may by notification of a dispute to the Commission challenge a fund on the grounds that it does not meet the requirements of clause 5.5.
- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.5, the Commission may in its discretion and subject to any recommendation, direction or order it may make, recognise any or all of the contributions previously made to that fund as having met the requirements or part thereof of clause 5.5.2 up to and including the date of that determination.
- (c) In the event of any dispute over whether any fund complies with the requirements of clause 5.5, the onus of proof shall rest upon the employer.

#### 5.5.6 *Fund selection*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clause 5.5.4 (d), (e), (f), and (g) shall be determined by a majority decision of employees.
- (b) Employees to whom clause 5.5 apply who as at 4 December 1989 are members of an established fund covered by clause 5.5.4(g) shall have the right by majority decision to choose to have the contributions specified in clause 5.5.2 paid into a fund as provided for elsewhere in clause 5.5.4 in lieu of the established fund to which clause 5.5.4(g) has application.
- (c) The initial selection of a fund recognised in clause 5.5.4 shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under that clause where the long term performance of the fund is clearly disappointing.
- (d) Where clause 5.5.6 (c) has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation of this provision.

#### 5.5.7 *Enrolment*

- (a) Each employer to whom clause 5.5 applies shall as soon as practicable as to both current and future eligible employees:
  - (i) Notify each employee of the employees entitlement to occupational superannuation.
  - (ii) Consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 5.5.4.
  - (iii) Take all reasonable steps to ensure that upon the determination of an appropriate fund, each eligible employee receives, completes, signs and returns the necessary application forms provided by the employer, to enable that employee to become a member of the fund; and
  - (iv) Submit all completed application forms and any other relevant material to the Trustees of the fund.
- (b) Each employee upon becoming eligible to become a member of a fund determined in accordance with clause 5.5 shall:
  - (i) complete and sign the necessary application forms to enable that employee to become a member of that fund; and
  - (ii) return such forms to the employer within 28 days of receipt of the application form in order to be entitled to the benefit of the contributions prescribed in clause 5.5.2.
- (c) Where an employer has complied with the requirements of clause 5.5.7(a) and an eligible employee fails to complete, sign and return the application form within 28 days of the receipt by the employee of that form, then that employer shall:
  - (i) Advise the eligible employee in writing of the non-receipt of the application form and further advise the eligible employee that continuing failure to complete, sign and return such form within 14 days could jeopardise the employee's entitlement to the occupational superannuation benefit prescribed by clause 5.5.
  - (ii) In the event that the eligible employee fails to complete, sign and return such application form within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which completed and signed application form is received by the employer.
  - (iii) In the event that the eligible employee fails to return a completed and signed application form within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form is a pre-requisite to the payment of any occupational superannuation contributions.
  - (iv) At the same time as advising the eligible employee pursuant to clause 5.5.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the secretary of an industrial Union of employees whose registered callings incorporate the classification of the eligible employee a copy of each letter forwarded by the employer to the eligible employee pursuant to clauses 5.5.7(c)(i) and 5.5.7(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form in accordance with clause 5.5.7(a)(iii) the employer shall be obliged to make contributions as from the date of operation of clause 5.5 or from the date the employee became the "eligible employee" if that occurs thereafter provided that the eligible employee completes, signs and returns to the employer an application form within 28 days of being provided with the application form by the employer. Where the eligible employee fails to complete, sign and return an application form within such period of 28 days the provisions of clause 5.5.7(c) shall apply.

#### 5.5.8 *Unpaid contributions*

Subject to section 393 of the Act and to clause 5.5.5, where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.5.2 of this clause in respect of any eligible employee such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission under clause 5.5.4, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.5 excepting that resort to clause 5.5.8 shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

### 5.5.9 Exemptions

- (a) An employer may apply to the Commission for exemption from clause 5.5 in the following circumstances:
  - (i) Incapacity to pay the costs associated with its implementation, or
  - (ii) Any special or compelling circumstances peculiar to the business of the employer.

## **PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, 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 Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees and/or the Secretary of the Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees, and subject to the exceptions herein provided, the ordinary hours of work shall be an average of 37½ per week, to be worked on one of the following basis:

- (a) 37½ hours within a work cycle not exceeding 7 consecutive days; or
- (b) 75 hours within a work cycle not exceeding 14 consecutive days; or
- (c) 112.5 hours within a work cycle not exceeding twenty-one consecutive days; or
- (d) 150 hours within a work cycle not exceeding 28 consecutive days.

6.1.2 The ordinary hours of work in clause 6.1 may be worked on not more than 5 consecutive days in a week, Mondays to Saturdays inclusive, subject to the following:

- (a) Except as otherwise specifically provided for in clause 6.1, ordinary hours may be worked between 7.00 a.m. and 6.30 p.m. Mondays to Fridays inclusive, and between 7.30 a.m. and 1.00 p.m. on Saturdays.
- (b) Such spread of ordinary 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.
- (c) Any arrangements of hours which includes ordinary hours on a Saturday shall be subject to agreement between the employer and the majority of employees involved and no employee shall be required to work on more than 3 out of any 4 consecutive Saturdays. Such ordinary working hours on Saturday shall be paid for at one and a-quarter times the ordinary rate.
- (d) The ordinary hours of work shall be worked continuously except for meal breaks and rest pauses. One hour shall be allowed for a meal break between:
  - (i) 11.30 a.m. and 2.30 p.m.; or
  - (ii) the 3<sup>rd</sup> and the 6<sup>th</sup> hour when late night trading is involved:

The meal break may be reduced to no less than 30 minutes by written agreement with the Industrial Organisation, and agreement on such reduction shall not be unreasonably withheld.

6.1.3 (a) The ordinary working hours of casual or part-time employees shall not exceed 8 on any one day.

(b) The ordinary hours of work prescribed in clause 6.1 for full-time employees shall not exceed ten hours on any day:

Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the written agreement of the employer and the employee or the majority of employees involved.

6.1.4 Notwithstanding any other provisions of clause 6.1, where the arrangement of ordinary working hours provides for a rostered day off, the employer and the employee or the majority of employees involved may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within twelve calendar months of the date on which each rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.

6.1.5 When the ordinary work cycle provides for a rostered day off, the rostered day off shall not fall on a public holiday, but shall be on the ordinary working day immediately before or immediately after the public holiday, or deferred in accordance with clause 6.1.4.

- 6.1.6 Different methods of implementing the 37½ hour week may apply to individual employees, groups or sections of employees in the organisation concerned.
- 6.1.7 For credit union employees in any 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, engaged in late night trading on the day permitted for late night trading and in extended trading on Saturday, the spread of ordinary working hours may be the same as those prescribed by the awards for shop assistants for the time being in force in the respective divisions in respect of such establishment.
- 6.1.8 All employees involved shall be paid in addition to their ordinary rates of pay, a loading of 25% for work within ordinary hours performed after 6.30 p.m. on the day permitted for late night trading and on Saturday. No employees shall be requested to work on more than 3 late nights or Saturdays during any 4 week cycle.

## **6.2 Meal breaks**

- 6.2.1 Where an employee is required to continue working for more than 5 hours continuously, the employee shall be allowed a meal break of not less than one hour between the 4<sup>th</sup> and 5<sup>th</sup> hours or immediately after the 5<sup>th</sup> 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 hour's 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.
- 6.2.2 An employee required to continue duty or to resume duty after 6.00 p.m. on any day other than Saturday or after 1.00 p.m. on Saturday or after 12.00 noon on Sunday and who cannot reasonably be expected to go to their home or lodgings for a meal shall, in addition to any payment for overtime to which the employee is entitled under clause 6.4 shall be paid \$12.10 meal money.

## **6.3 Rest pauses**

A rest pause of 10 minutes' duration, morning and afternoon in the employer's time shall be allowed each employee covered by this Award. Such rest pauses shall be taken at times 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.

## **6.4 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.
- 6.4.2 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 therefor. 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.

## **6.5 Shiftwork**

Shift work may be worked according to a roster and conditions as agreed upon in writing between the employer and the Branch Secretary of the Australian Municipal, Administrative, Clerical and Services Union, and/or the Branch Secretary of the Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees.

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

## **7.1 Annual leave**

- 7.1.1 Every employee (other than a casual employee) covered by this Award is at the end of each year of their employment entitled to annual leave on full pay of 150 hours (4 weeks).
- 7.1.2 Such annual leave is exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.3) must be paid for by the employer in advance:
- (a) In the case of any and every employee in receipt immediately prior to that leave of ordinary wages at a rate in excess of the ordinary wages payable under 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 leave 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 leave 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 150 hours (4 weeks) and also the employee's pay for any public holiday occurring during such period of 150 hours (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 leave pay*

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

- (a) Shift workers - Subject to clause 7.1.3(c), the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
- (b) Supervisors - Subject to clause 7.1.3(c), supervisory allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during Annual leave.
- (c) All employees - Subject to the provisions of clause 7.1.3(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
  - (i) The employee's ordinary wage rate as described by the Award for the period of the annual leave (excluding shift premiums and weekend penalty rates);
  - (ii) Supervisory allowance or amounts of a like nature;
  - (iii) A further amount calculated at the rate of 17 1/2% of the amounts referred to in clauses 7.1.3(c)(i) and 7.1.3(c)(ii).
- (d) Clause 7.1.3(c) shall not apply to the following:
  - (i) Any period or periods of annual leave exceeding 150 hours (4 weeks).
  - (ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

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

7.1.5 Except as hereinbefore provided, it is not lawful for the employer to give, or for the employee to receive, payment in lieu of leave.

7.1.6 An employee on annual leave will be rostered off one day in each 4 week cycle and such rostered day off will be exclusive of any annual leave entitlement.

7.1.7 *Annual Shut Down* - An employer may close down a plant, or a section or sections thereof for a period of at least 21 consecutive days and grant the balance of the annual leave due to an employee in one continuous period in accordance with a roster:

Provided that by agreement with the majority of employees concerned, an employer may close down a plant for a period of at least 14 consecutive days including non-working days and grant the balance of annual leave due to the employee by mutual arrangement.

## **7.2 Sick leave**

### 7.2.1 *Entitlement*

(a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 60 hours' sick leave for each completed year of their employment with their employer:

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

(b) This entitlement will accrue at the rate of 7.5 hours' sick leave for each 6 weeks of employment.

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

employee if the employee were not absent on sick leave.

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

#### *7.2.2 Employee must give notice.*

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

#### *7.2.3 Evidence supporting a claim.*

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

#### *7.2.4 Accumulated sick leave*

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

- (a) The employee is absent from work on unpaid leave granted by the employer;
- (b) The employer or employee terminates the employee's employment and the employee is re-employed within 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 employees accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

#### *7.2.5 Workers' compensation.*

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

#### *7.2.6 Sick leave monitoring and counselling*

- (a) Employees' sick days which are attached to rostered days off, weekends and public holidays will be monitored by management. If an employee's absences are proven to be excessive, the employee will be counselled by management as to their sick leave absences.
- (b) If after counselling, the employee's absences are once again proven to be unchanged (i.e. attached to rostered days off, weekends and public holidays) disciplinary action may be taken by management.
- (c) Disciplinary action will be that such employee may be required to produce evidence of illness satisfactory to the employer (i.e. a statutory declaration) so that full pay for such absences shall be granted.

### **7.3 Bereavement leave**

#### *7.3.1 Full-time and part-time employees*

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

#### *7.3.2 Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days' unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.3.2

### 7.3.3 "Immediate family" includes:

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

### 7.3.4 *Unpaid leave*

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

## 7.4 Long service leave

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

## 7.5 Family leave

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

### 7.5.1 It is to be noted that:

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

### 7.5.2 The Family Leave Award also provides for the terms and conditions of leave associated with:

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

## 7.6 Public holidays

7.6.1 An employee (other than a casual employee) who would ordinarily be required to work on a day on which a public holiday falls is entitled to full pay for the time the employee would ordinarily have been required to perform work on that day.

### 7.6.2 *All work done by any employee on:*

- Good Friday;
- Christmas Day;
- the twenty-fifth day of April (Anzac Day);
- the first day of January;
- the 26<sup>th</sup> day of January;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- The Birthday of the Sovereign; and
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

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

### 7.6.3 *Labour Day*

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

#### 7.6.4 Annual show

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

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

#### 7.6.5 Employees who do not work Monday to Friday of each week

In the case of employees who do not ordinarily work Monday to Friday of each week they 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) A part-time employee is entitled to either payment for each public holidays or a substituted day's leave provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.
- (c) 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.
- (d) 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.
- (e) Nothing in clause 7.6 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu

#### 7.6.6 Double time and one-half

For the purposes of clause 7.6, 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.

#### 7.6.7 Stand down

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

#### 7.6.8 Substitution

Where there is agreement between the employer and the majority of employees concerned, a public holiday, may be substituted for another day. If such other day is worked, then payment for that day will be at the rate applicable for the holiday that has been substituted.

### 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, transport and fares**

#### *8.1.1 Expenses*

An employee, when travelling under instructions from his or her employer, shall be entitled to the following by way of reimbursement of travelling expenses:

- (a) First class fares by rail, passenger bus, boat or aeroplane (including sleeping accommodation when available).
- (b) First class motel or hotel accommodation when an employee of an employer is required to live away from their usual place of abode overnight.
- (c) In addition to the entitlements in clauses 8.1.1.(a) and (b), each employee shall be reimbursed by their employer for any reasonable out of pocket expenses incurred whilst carrying out their employer's business.

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

### **9.1 Training program**

9.1.1 The parties to this Award recognise that in order to increase the efficiency, productivity and competitiveness of the industry, a commitment to training and skills development is required. Accordingly, the parties commit themselves to:

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

#### *9.1.2 Additional training*

- (a) Where an employee undertakes a course of training/retraining at the request of the employer, such training may be undertaken either on or off the job, and shall wherever possible, be conducted in the employer's time.
- (b) The employee shall not suffer any loss of ordinary pay as a result of such training, and in addition, the employer shall pay for (or reimburse the employee for) the following costs associated with such training:
  - (i) prescribed course fees;
  - (ii) prescribed text book/materials;
  - (iii) additional travel costs incurred by the employee in undertaking such a course which exceed those normally incurred by the employee in travelling to and from work.
- (c) Any dispute arising as a result of this clause shall be dealt with under clause 3.1 (Grievance and dispute settling procedure).

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

NOTE: No provisions inserted in this 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 the Union.

### *11.1.2 Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
  - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
  - (ii) shows their authorisation upon request:
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

### *11.1.3 Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
  - (i) is ineligible to become a member of the Union; or
  - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
  - (iii) has made a written request to the employer that the employee does not want the record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

### *11.1.4 Discussions with employees*

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

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

### *11.1.5 Conduct*

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

## **11.2 Time and wages record**

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following

particulars for each pay period for each employee, including apprentices and trainees:

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

### **11.3 Union encouragement**

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

#### *11.3.1 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 Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by each employee.

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

#### *11.3.2 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 Posting of award**

A copy of this Award shall be displayed in each office of the employer where employees are employed so as to be easily read by the employees.

Dated 25 September 2002.

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

Operative Date: 25 September 2002