

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**GOPRINT 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 Goprint 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 Goprint Award - State 2003 as at 1 September 2011.

Dated 1 December 2011.

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

**GOPRINT AWARD - STATE 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Goprint Award - State 2003.

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### **1.3 Date of operation**

This Award takes effect from 28 April 2003.

### **1.4 Award coverage**

This Award applies to those employees of the Government Printing Office whose rates of pay are fixed by this Award and who are deemed to be employees for the purpose of the Act, and to the Group General Manager as the employer.

### **1.5 Parties bound**

This Award is legally binding upon the employees as prescribed by clause 1.4 and their employers, and the Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland, and The Queensland

Public Sector Union of Employees and their members.

## **1.6 Definitions**

- 1.6.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.6.2 "Commission" means the Queensland Industrial Relations Commission.
- 1.6.3 "Group General Manager" means the Group General Manager, Queensland Services Group.
- 1.6.4 The "Government Printing Office" means "Goprint" and vice versa.
- 1.6.5 "Ordinary Rate" in relation to pay rates means the remuneration the employee is receiving under the current industrial instrument or agreement.
- 1.6.6 "Union" means the Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland, or The Queensland Public Sector Union of Employees.

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

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

### **3.1 Consultation**

- 3.1.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of Goprint and to enhance the career opportunities and job security of employees in the industry.
- 3.1.2 The Group General Manager, the employees and their Unions shall establish a consultative mechanism and procedures. Measures raised by the Group General Manager, employees or Unions for consideration consistent with the objectives of clause 3.1.1 shall be processed through that consultative mechanism and procedures.

### **3.2 Grievance and dispute settling procedure**

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.

This procedure applies to all industrial matters within the meaning of the Act.

- 3.2.1 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.
- 3.2.2 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.
- 3.2.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.2.6.
- 3.2.4 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 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 relevant 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 relevant 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.

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

- (a) 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.
- (b) Stage 2 Not to exceed 7 days.
- (c) Stage 3 Not to exceed 14 days.

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

3.2.7 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.

3.2.8 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 Contract of employment**

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

Employment categories are:

- (a) full-time;
- (b) temporary;
- (c) part-time (as defined in clause 4.4.1); or
- (d) casual (as defined in clause 4.5.1).

### **4.2 Probationary employment**

4.2.1 Probationers - Persons, whether initially engaged or promoted to a position at Goprint, shall be deemed to be on probation for a period not exceeding 3 months. This may be extended by mutual consent for a further 3 months.

### **4.3 Temporary employee**

4.3.1 Employment for a specific period of time or specific task or tasks

"Temporary" means an employee whose conditions are determined by this Award, but whose period of employment is fixed at that of less than 12 months.

#### **4.4 Part-time employment**

##### 4.4.1 *Definition*

"Part-time employee" means an employee, other than a "casual employee" as defined in clause 4.5.1, who is engaged to work regular hours each week and whose ordinary daily working hours are worked continuously exclusive of meal times or in the case of a shift worker inclusive of meal times:

The weekly hours shall be in accordance with clause 4.4.2(b)

##### 4.4.2 Part-time employees

The following conditions shall be applicable to part-time employees:

- (a) The spread of ordinary working hours shall be the same as those prescribed for a full-time employee under the Award.
- (b) A part-time employee shall be employed for a maximum number of hours per week equivalent to 4/5 and a minimum number of hours equivalent to 2/5 of the total ordinary weekly working hours of a full-time employee:

Provided that a part-time employee may work outside these hours where special circumstances warrant.

- (c) A part-time employee shall be paid at the same hourly rate as a full-time employee would be paid for performing duty in the same Award classification. A part-time employee shall also be entitled to any allowances applicable based *pro rata* on the number of hours worked in relation to the ordinary full-time hours applicable to the Award classification. For the purposes of clause 4.4.2 shift, meal and higher duties allowances shall not be divisible.
- (d) The public holiday provisions of the Award shall apply, provided that payment shall only be made for hours actually worked.
- (e) A part-time employee who usually works on a day of the week on which a public holiday falls, and who is not required to work on that day, shall be paid for the hours which would otherwise have been worked on that day at their Ordinary Rate of pay.
- (f) Subject to the provisions of clause 4.4, all other provisions of the Award applicable to a full-time employee shall apply *pro rata* to a part-time employee.
- (g) Overtime shall be paid when the employee exceeds the agreed ordinary hours of work prescribed in clause 4.4.2(b).

#### **4.5 Casual employment**

4.5.1 "Casual employee" means an employee, other than a "part-time employee" as defined in clause 4.4.1, who is engaged as such and is paid on an hourly basis to work for less than the ordinary weekly working hours of a full-time employee.

4.5.2 The following conditions shall be applicable to casual employees:

- (a) A casual employee shall be paid 23% in addition to the ordinary Award rates of pay for the class of work upon which such employee is engaged. Each daily engagement shall stand alone, with a minimum payment as for 2 hours work made in respect to each engagement.
- (b) Where applicable, a casual employee shall be further entitled to the provisions of overtime, week-end penalty rates and payment for work performed on public holidays.
- (c) In addition to the provisions of 4.5.2(a), a casual employee shall be further entitled to payment of any applicable Award allowances, including shift allowance, based *pro rata* on the number of hours worked in relation to the ordinary hours of the Award classification.
- (d) Except in accordance with 4.5.2 (a) and (b), a casual employee shall not be entitled to any other Award payment.

#### **4.6 Incidental or peripheral tasks**

- 4.6.1 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.
- 4.6.2 An employer may direct an employee to carry out such duties and use such equipment as may be required, provided that the employee has been properly trained in the use of such equipment.
- 4.6.3 Any direction issued by an employer pursuant to clauses 4.6.1 and 4.6.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

#### **4.7 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).

#### **4.8 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 in excess of 12 months for a new employee appointed to the service or in excess of 6 months for an existing employee who has been promoted, 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.

#### **4.9 Anti-discrimination**

4.9.1 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 Act 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 any of the above attributes.
- (b) sexual harassment; and,
- (c) racial and religious vilification.

4.9.2 Accordingly in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.2, 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.

4.9.3 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.

4.9.4 Nothing in clause 4.9 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.

#### **4.10 Termination of employment**

##### *4.10.1 Statement of employment*

The 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.

##### *4.10.2 Termination of Employment*

- (a) The 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 two 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.

(f) The Employer may not include any period of annual leave in any period of notice for the purpose of this clause.

#### 4.10.3 *Notice of termination by employee*

(a) To terminate the contract of employment, a full-time or part-time employee must give at least two weeks' notice or forfeit two weeks' pay in lieu thereof.

#### 4.10.4 *Time off during notice period*

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

### **4.11 Introduction of changes**

#### 4.11.1 *Employer's duty to notify*

(a) Where the 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.

#### 4.11.2 *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 alternate employment).

(b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.11.1.

- (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.

## **4.12 Redundancy**

### *4.12.1 Consultation before terminations*

- (a) Where the 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 4.12.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects 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.

### *4.12.2 Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.12.1 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 4.10.
- (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.

### *4.12.3 Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from the Employer (transmitter) 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 4.12.3 '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.

### *4.12.4 Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.12.1, 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.

#### 4.12.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.12.1, 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.

#### 4.12.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.10.2(a) and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.12.1(a) shall be entitled to the following amounts of severance pay:

| Period of Continuous Service                  | Severance Pay<br>(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.

#### 4.12.7 *Superannuation benefits*

The 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.

#### 4.12.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.12.1(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.

#### 4.12.9 *Alternative employment*

The 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.

#### 4.12.10 *Employees with less than one year's service*

Clause 4.12 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.

#### 4.12.11 *Employees exempted*

Clause 4.12 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.

#### 4.12.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.12 shall not apply to the 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.

#### 4.12.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.12.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from the Employer (transmitter) 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 transmitter, and any prior transmitter, to be continuous service of the employee with the transmittee; or
  - (ii) where the employee rejects an offer of employment with the transmittee:
    - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
    - (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.12.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.12.14 *Incapacity to pay*

The 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.

#### 4.12.15 *Employees of Queensland Government Departments and Agencies*

The provisions of clause 4.12 will not apply to employees of Queensland Government departments and agencies to the extent that the provisions of the redundancy arrangement are contained in a Directive issued by the Public Service Commissioner or the Minister for Industrial Relations pursuant to section 34 of the *Public Service Act 1996*, where the Directive provides for entitlements that are superior to those in clause 4.12.

### **4.13 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**

## Stream allocations

### 5.1.1 *Administrative and Technical stream*

Allocation to this stream includes:

- (a) Executives I and II.
- (b) Managers I, II and III.
- (c) Consultants I, II and III.
- (d) Co-ordinators I, II and III.
- (e) Administration Officers.

### 5.1.2 Production stream

Allocation to this stream includes:

- (a) Tradespersons.
- (b) Assistants.

## **5.2 Generic level statements - administrative and technical stream**

### 5.2.1 Administrative and Technical officer level 1

- (a) Work level description - Work at this level usually involves a combination of keyboard, clerical and other duties requiring the application of basic office skills and routines.
- (b) Characteristics of the work - Performed under close direction using established routines, methods and procedures with little scope for deviating from these.

Problems can usually be solved by reference to procedures, well-documented methods and instructions. Initially direct guidance is given when problems arise. Ready access to advice and assistance is available.

The work may involve giving technical and procedural advice to other staff (for example relating to the operation of office equipment used in the work area). It may require the acquisition of knowledge and specific procedures, instructions, regulations or other requirements relating to general administration (e.g., personnel or finance operations) and/or specific programs and activities.

Work at this level does not include supervisory responsibilities although more experienced staff may assist new staff by providing guidance and advice.

As individual employees develop more experience and knowledge they will be required to exercise greater judgement and make decisions in their allocated duties, although these will be confined by instructions, established practices and procedures of written guidelines.

- (c) Duties and skills - Work at this level may progressively involve an employee in a range of activities requiring the use of written and numeric skills, clerical skills, written and verbal communication, equipment skills (e.g., keyboard) and other work skills appropriate to the discipline. These skills should be readily transferable between organisations.

### 5.2.2 Administrative and Technical officer level 2

- (a) Work level description - Work at this level usually encompasses a range or combination of administrative activities and operations which require the application of skills and experience in office work and a general knowledge of the work to be performed.

The work will involve achieving clearly defined outcomes and/or basic problems solving and contributing specific knowledge or skills or information to the work of the organisation.

- (b) Characteristics of the work - Work is usually performed under close supervision and may involve undertaking a range of duties requiring judgement, liaison and communication within an organisation and with other interested parties.

The solution of problems may require the exercising of basic judgement, although knowledge required to perform work is usually related to precedents, guidelines, procedures, regulations and instructions and from senior staff. It may require some knowledge and application of specific procedures, instructions, regulations or other requirements relating to general administration and activities.

Work at this level does not include supervisory responsibilities although more experienced staff may assist

new staff by providing guidance and advice.

- (c) Duties and skills - Knowledge required to perform work is usually related to guidelines, instructions and procedures relevant to the function of the level.

Familiarity with the functions of related work areas and of relationships between organisational elements may be required.

At this level, basic resolution of problems by reference to established procedures may be required.

Work at this level may involve an employee in a range of activities requiring the use of written and numeric skills, clerical skills, written and verbal communication, equipment skills (e.g. keyboard) and other work skills appropriate to the discipline. These skills should be readily transferable between organisations.

### 5.2.3 Administrative and Technical officer level 3

- (a) Work level description - Appointment to this level requires proven expertise in the particular discipline with demonstrated proficiency in applying established techniques.

Work at this level may include a variety of functions including:

- (i) Supervision of a small, discrete work group or program with direct hands on competence;
  - (ii) Specialist service/support applying the knowledge and skills from a particular technical or administrative field.
- (b) *Characteristics of the level* - Employees at this level are subject to general direction and undertake a range of functions requiring the application of a high level of skills and knowledge and/or the supervision of a small work group or function.

There is some scope for the exercising of initiative in the application of established work practices and procedures.

Assistance is usually available if required when problems occur, although problems are usually resolvable by reference to procedures, documented methods and instructions.

- (c) Duties and skills - Work at this level requires detailed knowledge of the organisations functions and the requirements of the discipline.

Detailed knowledge of the operating procedures is required.

Supervisory responsibility requires the training of subordinate staff, co-ordination of work-flow processes, responsibility of quality of output of the work group, performance assessment and review, staff counselling, career planning and development.

Duties may include ensuring compliance with regulations, codes and specifications, oversight and control of resources, field work, provision of advice, design/modification of equipment and assistance in research projects.

### 5.2.4 Administrative and Technical officer level 4

- (a) Work level description - Work at this level requires a detailed and specialised knowledge of complex though conventional methods and techniques.

A degree of autonomy and initiative may be required to be exhibited in accomplishing objectives and undertaking projects.

Management of medium sized work groups may be a factor with a direct hands on competence or alternatively a technical specialist may be required.

- (b) Characteristics of the level - Employees at this level are subject to limited direction and may exercise managerial responsibility for a medium sized and complex work program where hands on support to staff is available.

Usually only broad guidance and advice is provided as to operational requirements and deadlines to achieve end results in line with operating goals. As a line manager this would involve ensuring section performance is controlled co-ordinated and evaluated using pre-set procedures, production schedules and targets.

- (c) Duties and skills - Duties may involve detailed planning, directing, co-ordinating or financial control within budget, material and workforce limitations established by management and the implementation of overall organisational policies.

Responsibilities include training of subordinate staff, performance assessment and review, staff counselling, career planning and development, application of equal employment opportunity principles as well as implementing occupational health and safety guidelines and principles plus co-ordination of workflow processes, responsibility for quality of output of the work unit.

#### 5.2.5 Administrative and Technical officer level 5

- (a) Work level description - Work at this level may include a variety of functions as follows:

- (i) managing the operations of a discrete organisational element, program or activity; or
- (ii) the operations of an organisational element or specialty which is part of a larger office within the total organisational structure; or
- (iii) under limited direction in relation to priorities and work practices, providing administrative support to a particular program, activity or administrative function and consultancy service to external organisations; or
- (iv) providing information, advice or service in an area of specialisation across a range of programs or activities undertaken by the organisation.

Work at this level may include the preparation of documentation for decision by senior officers.

In positions specialising in a technical area extensive training/education or experience would be necessary whilst positions with line management responsibilities would require direct hand on competence.

Responsibilities may include liaison and co-ordination within and across functions including business unit representation and overseeing and co-ordinating the work of other staff assisting in this area.

Work at this level may include operation within a number of multi-disciplinary teams or independently.

- (b) Characteristics of the work - Work is usually performed under limited direction as to work priorities and the detailed conduct of the task.

Direction exercised over work performance at this level includes, depending on the functional role required, the provision of advice, guidance and/or direction in relation to a project/specialty detailed processing, and other work practices.

Independent action may be exercised within constraints set by senior management.

Any decision taken or delegation exercised tends to be governed by the application of rules, regulations or organisational operating instructions or procedures. While such decisions may impact on organisational operations and resources, they are usually limited to the specific work area involved.

Supervisory responsibilities would usually depend on the specific activities undertaken. Staff at this level would be expected to set and achieve priorities, monitor work flow and/or manage staffing resources to meet objectives.

- (c) Duties and skills - Work at this level requires a knowledge of organisational operations and the ability to interpret legislation, regulations and other guideline material relating to the operations and functions of the work area.

Work at this level may require:

- (i) detailed knowledge of a work unit or a program;
- (ii) the ability to investigate, analyse, interpret or evaluate information or technical matters for the guidance of staff or clients;
- (iii) well developed liaison and communication skills and the ability to negotiate with clients or other interested parties, within parameters decided by senior management;
- (iv) significant managerial ability, including the ability to supervise staff, establish priorities, set and achieve targets, monitor work flow, develop local strategies, procedures and work practices, and allocate

resources.

This includes demonstrated personnel and financial management skills, the ability to apply equal employment opportunity principles and procedures and industrial relations principles and occupational health and safety guidelines. Responsibility for the identification of training needs and the development of appropriate training programmes for the work unit may be undertaken at this level.

#### 5.2.6 Administrative and Technical officer level 6

- (a) Work level description - Work at this level may involve providing advice including policy, administrative, or specialist; undertaking work related to the management or administration of a work area, service delivery or corporate support functions, including project work and work policy development; submissions on policy, technical, professional or program issues, or administrative matters.

Liaison with other elements of the organisation, government agencies, local authorities or community organisations is usually a feature.

Work also includes the preparation, or overseeing the preparation, of correspondence and representing the organisation at meetings, conferences or seminars. Supervision, co-ordination and monitoring of work units is required at this level.

- (b) Characteristics of the work - Work is undertaken at this level with limited direction as to work priorities and the detailed conduct of the task. The tasks undertaken may be of a complex or specific nature encompassing a major area of operations.

Direction exercised over work performed at this level may, depending on the function role required, be by way of providing general guidance and advice.

Work at this level may involve control and/or co-ordination of projects or programs within the organisation in accordance with corporate goals, and requires the development, implementation and evaluation of activities.

Work at this level may involve independence of action including the use and allocation of resources within the constraints laid down by senior management.

Decisions taken or delegations exercised at this level may have major impact on the day-to-day operations of the work area. The impact of such decisions on organisational operations is likely to be limited to a specific work area or function. Delegations exercised may, depending on the nature of the work required, involve making determinations, instigating another course of action, or reviewing previous decisions.

Supervisory responsibilities may be an important function of the work at this level, but this can vary widely depending on factors such as work area, location, priorities, work load, operational deadlines and the availability of staff resources to assist.

Guidelines, rules, instructions or procedures for use by other staff and interested parties may be developed at this level.

- (c) Duties and skills - Management skills and abilities necessary to undertake the allocation and monitoring of resources, the review of operations to determine their effectiveness and contribute to the development of policy initiatives or corporate strategies are usually required at this level. A knowledge of financial program management techniques related to activity or corporate goal of the work area is usually required at this level.

Supervisors at this level should have demonstrated personnel management skills and the ability to apply equal employment procedures and implement training and staff development.

Well developed liaison and communication skills and the ability to negotiate or communicate, under limited direction, on behalf of the organisation with clients or other interested parties may be needed.

Work at this level requires a knowledge and awareness of operations, as related to initiatives or policies.

The ability to apply or interpret legislation, regulations, instructions or other guideline material relating to the operations, policies or functions of the work area; and the capacity to undertake high level research, reviews or investigations including the preparation of reports and associated papers may also be required.

#### 5.2.7 Administrative and Technical officer level 7

- (a) Work level description - Work at this level may involve control of an organisational element involved in the administration or co-ordination of a specific program, activity or corporate support function at the business unit level, to achieve a result in line with the corporate goals of the organisation.

The work may include developing policy and/or providing policy, financial, specific subject matter or administrative advice, including specialist advice or undertaking high level project work; developing, implementing and reviewing policy instructions and administrative or specialist procedures for the guidance of functional elements of the organisation; initiating and formulating recommendations for programs; liaising with Government bodies and community organisations including the preparation of information on programs, activities or services; and representing the organisation at meetings, conferences or seminars.

Work undertaken at this level may also be required to deal with a complex and diverse operating environment.

- (b) Characteristics of the work - Work is undertaken at this level with broad direction usually from the General Manager or Executive in relation to priorities and the detailed conduct of the task. The activities undertaken would be of a complex or specific nature encompassing a significant element of total operations.

Work at this level may involve, depending on the functional role, significant independence of action including the use or allocation of resources within the constraints or guidelines laid down by the General Manager.

Decisions taken at this level may, depending on the degree of autonomy of function and the degree of delegated authority, have significant impact on the day-to-day operations of a specific work area and may also have significant effects elsewhere within the organisation.

Management responsibilities are usually a significant function at this level. The percentage of the total work taken up in management functions and the character of the direction given to subordinates would depend on the nature of the work area, location, workload factors, priorities and staff resources allocated.

The development of guidelines, rules, regulations, procedures or instructions for either staff or other interested parties may be co-ordinated at this level.

- (c) Duties and skills - Management skills and the abilities necessary to monitor resource allocations, evaluate program effectiveness, manage staff and resources, formulate policy initiatives and develop corporate strategy proposals are usually required at this level. A knowledge of financial program management practices appropriate to the program or activity or corporate goal of the organisational element in which a position is located, are usually required at this level.

Work at this level requires the application of a high level of discipline, knowledge, a detailed knowledge of both policies and procedures and an appreciation of their application in relation to operations. Staff at this level with supervisory responsibilities would be expected to have the ability to undertake personnel management functions and to plan, develop and implement programmes associated with equal employment opportunity, occupational health and safety, and staff development and counselling within the functional area of responsibility.

Work may require the ability to interpret and provide advice on legislation, regulations, instructions or other guideline material relating to the policies, operations or functions of the work area; and the capacity to undertake specific or major research, investigations or reviews and prepare associated papers or reports.

Liaison and communication skills of a higher order, including the capacity and ability to negotiate or communicate on behalf of the agency with clients or other interested groups, perhaps to finality, may be needed.

#### 5.2.8 Administrative and Technical officer level 8

- (a) Work level description - Work at this level may involve responsibility for a major program of critical importance to the organisation, operating within broad policy guidelines, or be responsible for an organisation-wide function.

High levels of discipline, expertise and experience are required combining elements of planning, organising, directing and evaluating to determine goals and priorities within the framework of the corporate objectives of the organisation.

This level will require a capacity for original thinking, creativity, the exercise of significant levels of independent judgement, and the exercise of delegated authority as required.

The work may include providing specialist consultancy advice, developing policy and interpreting, reviewing and implementing policy instructions, setting objectives in the work area, preparation of reports to Government, liaising with Government bodies and community organisations, including the provision of

information on programs, activities or services; and representing the organisation at meetings, conferences or seminars.

- (b) Characteristics of the work - Work is undertaken at this level, usually under the broad direction of the General Manager, with significant levels of independent judgement in keeping with the complex nature of work undertaken and the allocation of resources within the constraints or guidelines laid down by the General Manager. Delegations exercised at this level may, depending on the functional role, involve being the final authority in the process of approving the expenditure of funds, undertaking specific action in line with the policy of the organisation, or reviewing any previous action or decisions in the work area.

Management responsibilities are usually a significant function at this level, with management of a number of projects of significance within and outside the organisation being involved.

The development of guidelines, rules, regulations, procedures or instructions for staff or other interested parties may be instigated at this level.

Work at this level may include analysis of organisational design and the formulation of strategic plans for staff and organisational development.

- (c) Duties and skills - Management skills and the abilities necessary to determine resource allocations, manage staff and resources, formulate policy initiatives and develop corporate strategies are usually required at this level. A knowledge of financial program management practices and the evaluation of the results of program activities against stated objectives are normally required at this level.

Work at this level requires the application of a high level of discipline and knowledge including detailed knowledge of both policies and procedures and their application in relation to organisational operations. Staff at this level with managerial responsibilities would be required to oversee the implementation of personnel management functions and to plan, develop and implement programmes associated with equal employment opportunity, occupational health and safety, and formulate policies and plans for staff and organisational development.

Liaison and communication skills to enable the effective resolution of complex organisational issues, including the capacity and ability to negotiate or communicate on behalf of the organisation with clients or other interested groups, often to finality, may be required.

### **5.3 Generic level statements - Production stream**

#### **5.3.1 Production officer level 1**

- (a) Work level description - Training, both on and off the job, is a dominant feature of this level.
- (b) Characteristics of the level - Work at this level is performed under close supervision and direction following standard routines, methods and procedures with little scope for deviation or the exercise of initiative or judgement in the selection of appropriate means to complete the work assignment. Limited responsibility exists for the final outcome.

The routines, methods and procedures to be followed are at a level consistent with skills acquired. Direct guidance is given when problems arise.

Positions at this level have no supervisory responsibility.

- (c) Duties and skills - Employees at this level usually perform repetitive tasks which are fully prescribed and are usually performed in response to standardised instructions or requests. There is only limited scope for interpretation.

#### **5.3.2 Production officer level 2**

- (a) Work level characteristics - Positions at this level involve the delivery of basic operational services which are in support of functions.

Work routines, methods and procedures are clearly established and there is limited scope for deviation.

Training, both on and off the job, is a dominant feature of this level.

- (b) Characteristics of the level - Work may initially be performed under close supervision by a more experienced officer, however, this supervision is expected to reduce as experience increases. Employees at this level may operate individually under supervision or as a member of a project team within a work group.



Limited discretion is available for the selection of the appropriate means of completing duties or tasks. Guidance is always close at hand and work outcomes are closely monitored.

Positions at this level generally have no supervisory responsibilities although more experienced staff may assist new staff by providing guidance and advice.

- (c) Duties and skills - Positions at this level may involve an employee in a range of activities including the performance of non-repetitive tasks governed by established procedures, specific guidelines and standardised instructions.

Duties may include field support activities and data collection and recording.

### 5.3.3 Production officer level 3

- (a) Work level description - Work at this level requires detailed trade knowledge and demonstrated high levels of accuracy. An understanding of the organisation's functions coupled with detailed knowledge of the work units operations, practices and procedures is necessary for competent performance.
- (b) Characteristics of the level - Employees at this level work under general direction and undertake a range of activities which may require the application of trade based skills and experience or the practical application of a high level of skills.

Employees at this level may operate individually or as a member of a project team within a work group.

Supervision of subordinate employees may be a feature of this level.

Problems can generally be solved by reference to procedures, documented methods and instructions. There is limited scope for deviation. Assistance is available should problems occur.

- (c) Duties and skills - Responsibilities may include on-the-job training, staff assessment and performance counselling in relation to subordinates.

Knowledge and compliance with regulations, codes and specifications may be required.

Duties at this level may include application of trade based skills and experience, field work and support services.

### 5.3.4 Production officer level 4

- (a) Work level description - Appointment to this level requires demonstrated accuracy in the application of detailed multitrade knowledge.

Supervision of a small, discrete work group or function may be a feature of this level.

- (b) Characteristics of the level - Employees at this level are subject to general direction and undertake a range of activities requiring the application of multitrade based skills and experience and/or the supervision of a small work group or function.

Employees at this level may operate individually or as a member of a project team within a work group.

Assistance is available if required when problems occur, although problems are usually resolvable by reference to procedures, documented methods and instructions.

- (c) Duties and skills - Work at this level requires detailed knowledge of the organisations functions and the requirements of the discipline.

- (d) Detailed knowledge of the operating procedures is required.

Responsibilities may include on-the-job training, staff assessment and performance counselling in relation to subordinates.

Duties at this level may include application of multitrade based skills and experience, field work and support services.

## 5.4 Translation arrangements

- 5.4.1 All employees shall, upon translation, move to an equivalent or the next highest paypoint with the relevant stream.

- 5.4.2 Disputes concerning appropriate translations should be resolved at the local level. In order to facilitate this, a committee consisting of 2 employer and Union representatives will be set up. This committee will be empowered only to make recommendations to the Group General Manager. Should the matter not be resolved the procedures as outlined in the grievance and dispute settlement procedure shall be invoked.
- 5.4.3 Generic level statements - Individual designations are subject to broadbanding arrangements and have been allocated to the Administrative and Technical or Production Streams as prescribed in clause 5.1 with generic level statements forming clause 5.2.
- 5.4.4 Movement - Movement, including the annual movement to the next paypoint within a band, is linked to the Public Sector Management Standard for Performance Planning and Review. If the appropriate training is not provided to an employee to meet performance objectives, the employee will not be disadvantaged in terms of movement within the level.

In the case of employees in Levels L1 and L2 of the Administrative and Technical Stream the conduct, diligence and general efficiency of such officer shall have been certified by the Group General Manager to have been satisfactory.

In the case of employees in the Production Stream movement to a paypoint is based on the requirement of the Group General Manager for the employee to perform work at a level which requires the employee to satisfactorily meet competency based objectives for the position:

The criteria for competency based movement through a salary band shall be determined by the Group General Manager in consultation with the Industrial Organization.

- 5.4.5 Qualifications - An officer appointed to the Administrative and Technical Stream who has satisfied examination requirements for a degree or other post-secondary qualification acceptable to the Group General Manager shall be paid no less than Classification Level 2, Paypoint 7.
- 5.4.6 Higher duties - An employee who temporarily fills a position, the salary level for which as determined by this Award is in the next highest (or higher) level than the position which the employee ordinarily fills shall be paid extra remuneration. The extra remuneration shall be the percentage which represents the extent to which the full duties of the position are carried out applied to the difference between the salary of the employee and the minimum salary at the higher level, provided that the employee:
- (a) is appointed to a position contained in the Administrative and Technical Stream who temporarily fills the higher level position for more than 3 days; or
  - (b) is appointed to a position contained in the Production Stream who temporarily fills the higher level position for one day.

## 5.5 Salaries

- 5.5.1 "Pay point" means the specific rate of remuneration payable to employees within a classification level.
- 5.5.2 Salaries and allowances prescribed by this Award shall be fortnightly and may at the discretion of the employer be paid by electronic funds transfer.

The minimum rates of wages payable shall be as follows:

### (a) Administrative and Technical Stream

| Levels   | Pay Point | Per Fortnight<br>\$ |
|----------|-----------|---------------------|
| L1       | 1         | 858.00              |
|          | 2         | 930.30              |
|          | 3         | 1,002.40            |
| L2Age 21 | 1         | 1,363.90            |
|          | 2         | 1,402.70            |
|          | 3         | 1,441.80            |
|          | 4         | 1,480.60            |
|          | 5         | 1,519.70            |
|          | 6         | 1,558.50            |
| L3       | 7         | 1,597.50            |
|          | 8         | 1,636.70            |
| L3       | 1         | 1,728.30            |
|          | 2         | 1,782.20            |

| Levels | Pay Point | Per Fortnight<br>\$ |
|--------|-----------|---------------------|
| L4     | 3         | 1,836.50            |
|        | 4         | 1,886.30            |
|        | 1         | 1,980.50            |
|        | 2         | 2,035.60            |
| L5     | 3         | 2,091.00            |
|        | 4         | 2,146.40            |
|        | 1         | 2,244.80            |
|        | 2         | 2,300.70            |
| L6     | 3         | 2,356.40            |
|        | 4         | 2,412.00            |
|        | 1         | 2,528.60            |
|        | 2         | 2,580.30            |
| L7     | 3         | 2,631.80            |
|        | 4         | 2,683.20            |
|        | 1         | 2,791.80            |
|        | 2         | 2,851.50            |
| L8     | 3         | 2,911.10            |
|        | 4         | 2,970.60            |
|        | 1         | 3,058.70            |
|        | 2         | 3,111.40            |
|        | 3         | 3,164.00            |
|        | 4         | 3,216.60            |

(b) Production Stream

| <u>Levels</u>                             | <u>Pay Point</u> | <u>Per Fortnight</u><br>\$   |
|---|------------------|--|
| L2  | 1                | 1,304.80   |
|   | 2                | 1,392.00   |
|   | 3                | 1,445.90   |
|   | 4                | 1,500.10   |
|   | 5                | 1,543.10   |
| L3  | 1                | 1,548.40   |
|   | 2                | 1,490.60   |
|   | 3                | 1,639.80   |
| L4  | 1                | 1,580.90   |
|   | 2                | 1,627.90   |
|   | 3                | 1,674.90   |
| Between 15 and 16 years of age            | 45%              | Of the wage for adults at the applicable pay point as prescribed by this Award |
| Between 16 and 17 years of age            | 50%              |  |
| Between 17 and 18 years of age            | 55%              |  |
| Between 18 and 19 years of age            | 65%              |  |
| Between 19 and 20 years of age            | 75%              |  |
| Between 20 and 21 years of age            | 85%              |  |
| And thereafter the appropriate adult rate |                  |  |

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

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

**PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK**

**6.1 Hours of work**

6.1.1 Ordinary hours of work - day workers

"Day work" means work performed other than upon a shift work basis.

- 6.1.2 Subject to clause 6.2 (Implementation of the 38 hour week) and subject to the exceptions provided, the ordinary hours of work shall be an average of 38 per week; to be worked on one of the following bases:
- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
  - (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
  - (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (d) 152 hours within a work cycle not exceeding 28 consecutive days.
- 6.1.3 The ordinary working hours of all full-time employees inclusive or exclusive of meal times as the case may be shall not exceed 10 hours per day and shall be worked as follows:
- (a) Day workers - Between the hours of 6.00 a.m. to 6.00 p.m. Monday to Friday inclusive.
  - (b) Shift workers - To be worked in accordance with a roster established by the Group General Manager in consultation with the relevant union:  
  
Hours of duty of other than 7.6 hours duration shall operate by mutual agreement between the Group General Manager and employees concerned.
- 6.1.4 Where it is mutually agreed between the Group General Manager or an authorised officer and employees both day and shift workers may work beyond normal shifts or working times on the basis of a 152 hour 4 week work cycle to provide for accumulated time off to be taken at a time convenient to the employee and the Group General Manager.
- 6.1.5 The ordinary hours of shift work prescribed may be worked on any 5 consecutive days in the week, Monday to Sunday inclusive, subject to the following:
- (a) All ordinary hours worked on week-ends shall be paid for as follows:
    - (i) Between midnight Friday and midnight Saturday - at the rate of time and a-half;
    - (ii) Between midnight Saturday and midnight Sunday - at the rate of double time.
  - (b) Any arrangements of hours which includes a Saturday or Sunday as ordinary hours shall be subject to agreement between the employer and the majority of employees concerned.
- 6.1.6 Notwithstanding the provisions of clauses 6.1.2 to 6.1.5, no shift worker shall perform more than 2 consecutive shifts.
- 6.1.7 Notwithstanding the provisions of clause 6.1.3 by agreement between the Group General Manager and the majority of employees concerned, work may be performed on any 5 consecutive days Monday to Saturday.
- 6.1.8 Where work is performed on any 5 consecutive days as above, the provisions of clauses 6.1 and 6.4 shall apply as if "Monday to Saturday" were substituted for "Monday to Friday" wherever appearing therein:
- All ordinary hours of work performed between midnight Friday and midnight Saturday, employees shall be paid at the rate of time and a-half.
- "Week-end work" for the purposes of clause 6.1.8 be deemed to be a reference to work performed on Sunday and whatever day constitutes the other day off in any given 7 day period Monday to Sunday. Similarly, reference to overtime work on Saturday in clause 6.4.10 shall for the purposes of clause 6.1.8 be taken to refer to Monday where the working week is Tuesday to Saturday.
- 6.1.9 Employees are required to observe the nominated starting and finishing times for the work day, including any designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.
- 6.1.10 Where it is mutually agreed between the Group General Manager or an authorised officer and employees both day and shift workers may work beyond normal shifts or working times to provide for accumulated time off to be taken at a time convenient to the employee and the Group General Manager.
- 6.1.11 Rest between periods of rostered work

An employee shall be allowed a break of not less than 10 hours between the termination of one shift and the commencement of another, and no deduction shall be made from the employee's pay because of any time lost by reason of such break.

In the case of shift workers, and subject to clause 6.4.5 (Overtime) an employee working within a roster of rotating shifts:

- (a) who for the purpose of changing shift rosters; or
- (b) where a shift is worked by arrangement between the employees themselves;

shall be granted a break of at least 8 hours between the time of ceasing ordinary hours one day and commencing ordinary hours the following day.

6.1.12 An employee shall not be required to change from a rostered shift unless at least one week's notice has been given. The Group General Manager may change the shift with less than one week's notice only where there is agreement with each employee concerned or where there arises an unforeseeable threat to customer service that can only be resolved by a change to the roster.

## **6.2 Implementation of the 38 hour week**

6.2.1 The 38 hour week shall be applied on one of the following bases, most suitable to each location, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:

- (a) By employees working less than 8 ordinary hours each day; or
- (b) By employees working less than 8 ordinary hours in one or more days each work cycle; or
- (c) By fixing one or more work days on which all employees will be off during a particular work cycle; or
- (d) By rostering employees off on various days of the week during a particular work cycle, so employee has one work day off during that cycle.

6.2.2 Subject to the provisions of clause 6.1.3 employees may agree that the ordinary hours of work are to exceed 7.6 on any day, thus enabling more than one work day to be taken off during a particular work cycle.

6.2.3 Notwithstanding any other provision in clause 6.2, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned, 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 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party. Where agreement is reached to defer or accrue rostered days off, payment for work on rostered days off will be at Ordinary Rates.

6.2.4 Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in each location concerned.

## **6.3 Shift work**

6.3.1 "Shift work" means work done by separate relays of employees working recognised hours in accordance with clause 6.1.4.

6.3.2 Shift allowance

Employees working shifts commencing on or after 12 noon on any one day shall be paid an allowance of 15% per shift in addition to their ordinary salary. This allowance shall not apply to work performed between midnight Friday and midnight Sunday.

## **6.4 Overtime**

6.4.1 Subject to Directive 19/01 "Hours and Overtime" and any amendments, all authorised overtime worked by employees in excess of their ordinary daily hours of duty or outside their ordinary spread of hours shall be 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 until the commencement of the ordinary daily working hours.

6.4.2 In the case of shift workers who work 3 shifts per day over a period of 7 day authorised overtime worked outside a rostered shift shall be paid for at the rate of double time.

6.4.3 All overtime performed on Sundays shall be paid for at the rate of double time.

- 6.4.4 Employees will be required to work reasonable overtime whenever necessary in the opinion of the employer, but 24 hours' notice shall be given where practicable, to an employee required to work overtime.
- 6.4.5 An employee who having left work is called back to work overtime shall be paid a minimum of 3 hours at the prevailing overtime rate.

When an employee responds by arriving for work but is not required to work overtime the employee shall be paid a minimum of 3 hours at Ordinary Rates.

Clause 6.4.5 shall not have application to overtime performed where such overtime is continuous with ordinary hours.

- 6.4.6 An employee who has worked overtime shall be granted a break of at least 10 hours between the time of ceasing work and the time of commencing work on the employee's next shift and no deduction shall be made from the employee's pay because of any time lost by reason of such break.

If a break of 10 hours is not given to such employee the employee shall be paid at the rate of double time for all time worked until a break of not less than 10 hours has been received.

- 6.4.7 An employee directed to work overtime on the first day of such employee's 2 days off in each 7 days of a work cycle shall be paid at the rate of time and a-half for the first 3 hours and double time thereafter with a minimum of 2 hours' work or payment therefore.
- 6.4.8 An employee directed to work overtime on the second day of such employee's 2 days off in each 7 days of a work cycle shall be paid at the rate of double time, with a minimum of 2 hours' work or payment therefore.
- 6.4.9 The provisions of clauses 6.4.7 and 6.4.8 shall not apply to work performed on an employee's day off as a result of such employee working ordinary hours on less than 5 days in any week.

An employee directed to work on their day off when working ordinary hours over less than 5 days in any week shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter.

- 6.4.10 An employee may elect to accrue accumulated time in lieu of overtime in accordance with clause 6.5.3 of this Award. Such accumulated time shall be calculated at the rate of 1.5 times for the actual hours worked:

- (a) between midnight Friday and midnight Sunday with a minimum of 2 hours;
- (b) for public holidays or days substituted in lieu (excluding Labour Day);
- (c) when employees are recalled to duty with a minimum accumulation of 2 hours.

In all other cases, such accumulated time shall accrue at the rate of single time.

Where an employee, other than those employees referred to as exceptions in clause 6.4.1, elects not to accrue authorised overtime as accumulated time, then such employee shall be entitled to receive payment as outlined in clauses 6.4.2 and 6.4.3.

With regard to public holidays other than Labour Day such accumulated time shall be in addition to payment as per clause 7.7 notwithstanding that work is actually performed on such public holiday.

## **6.5 Accumulated time arrangements**

- 6.5.1 Accumulated time arrangements will operate on the basis of a 28 calendar day cycle.
- 6.5.2 Authorised work including authorised travelling time other than authorised overtime, performed by employees engaged on a full-time basis in excess of the Standard Day but within the 10 hours of duty permitted in clause 6.1.3 shall be recognised as accumulated time.
- 6.5.3 Subject to the provisions of clause 6.4.9 accumulated time may be accumulated for authorised work performed where an employee:
- (a) has completed in excess of 10 hours duty or outside the 6.00 a.m. to 6.00 p.m. spread of hours;
  - (b) has been recalled for duty; worked on public holidays or days substituted in lieu (excluding Labour Day), rest days, week-ends or concessional days.
- 6.5.4 Working arrangements shall provide flexible starting and ceasing times for employees within the prescribed

spread of hours unless such arrangements are not operationally viable.

6.5.5 Accumulated time leave shall be approved by the Group General Manager conducive to operational requirements.

6.5.6 *Accumulated time*

(a) Accumulated time which an employee has accrued shall at the end of a work cycle subject to the following conditions, be carried over to the commencement of the next work cycle and subsequently be added to accumulated time which accumulates during such period.

(b) Accumulated time accrued by an employee during a work cycle should be taken in the form of accumulated time leave during that same work cycle.

Accumulated time leave shall not be taken in periods of less than one hour's duration.

(c) Accumulated time shall not exceed 5 whole days. No payment shall be made for such excess period, that is, the time will be forfeited.

The Group General Manager shall approve a carryover of accumulated time in excess of 5 whole days for an employee in the following circumstances:

(i) where such employee was refused accumulated time leave and hence exceeded the maximum accumulation limit specified above due to a specific direction by the Group General Manager to the employee to work certain hours; or

(ii) where it is unforeseen that an absence on sick leave or other approved leave occurs upon days immediately preceding the end of a work cycle;

(iii) Any such excess time should be taken during the next work cycle.

(d) Subject to workload accumulated time may be debited prior to being worked.

## **6.6 Rest pauses**

6.6.1 All employees shall be entitled to rest pauses on the following basis:

(a) A total of 10 minutes for an employee who works more than 3 but less than 6 ordinary hours in a day;

(b) A total of 20 minutes for an employee who works at least 6 ordinary hours in a day.

Multiple pauses may be taken throughout the day, the sum of which shall not exceed the daily entitlement, so as not to interrupt the continuity of any production process or work scheduling.

A rest pause of up to the daily entitlement may be taken where waiting time is involved.

## **6.7 Meal breaks**

6.7.1 Employees not engaged upon continuous process operations shall be allowed an unpaid meal break of at least 30 minutes duration to be taken between the 4th and 6th hours after the commencement of their ordinary work.

Such meal break shall be taken, if required by the Group General Manager outside the aforementioned span of hours to facilitate the continuous operations.

6.7.2 Employees supervising continuous process operations shall be allowed a crib break of 30 minutes duration which shall be taken at such time as will not interfere with operational requirements and no reduction shall be made from employees' wages.

6.7.3 An employee, who is required to work more than one hour overtime that follows immediately upon ordinary hours of work shall be paid a meal allowance of \$12.10, regardless of whether a meal break is taken. If such employee continues to work, an additional meal allowance of \$12.10 shall be paid for each completed 4 hours work after the one hour.

6.7.4 An employee, who is required to work overtime that does not follow immediately upon ordinary hours of work shall be paid a meal allowance of \$12.10 where the overtime goes beyond the 5th hour. If such employee continues to work, an additional meal allowance of \$12.10 shall be paid for each subsequent completed 4 hours work.

6.7.5 In respect to clauses 6.7.3 and 6.7.4, meal money shall not be payable if the employee has been given 12 hours prior notification of such overtime.

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

### **7.1 Annual leave**

7.1.1 Every employee covered by this Award shall, at the end of each year of employment, be entitled to an annual leave on full pay as follows:

- (a) not less than 190 hours if employed on shift work where 3 shifts of 8 hours per day or 2 shifts of 12 hours per day are worked over a period of 7 days per week; and
- (b) not less than 152 hours in any other case:

The Group General Manager has the discretion to grant leave in broken periods of not less than one day.

7.1.2 Should an employee not take leave in any year it shall be granted in the following year, but the accumulated leave shall not exceed the equivalent of 2 years' normal accrued leave.

7.1.3 An employee shall not derive any additional benefit for rostered days off falling within a period of annual leave.

7.1.4 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and subject to clause 7.1.7 must be paid for by the employer in advance, if requested by the employee.

The employer must pay for the leave prior to the public holiday (if requested by the employee):

- (a) at the Award rate or, if higher than the Award rate as specified by an industrial instrument, at the rate being paid to the employee under that industrial instrument.

7.1.5 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the holiday to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due to the employee, the employee's pay, calculated in accordance with clause 7.1.7, for the employee's annual leave entitlements and also the employee's ordinary hours pay for any public holiday occurring during such period of annual leave.

If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/9th of their pay for the period of their employee's employment in the case of a shift worker, and 1/12th of their pay for the period of their employment in the case of a day worker, calculated in accordance with clause 7.1.7.

7.1.6 Except as provided it shall not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave:

Provided that all employees shall have their annual leave entitlement debited by the number of ordinary hours they would have worked between Christmas Day and the 1st January (New Year's Day) inclusive when there is a compulsory closure of Government establishments over the Christmas/New Year period.

7.1.7 Calculation of annual leave pay - Annual leave pay (including any proportionate payments) shall be calculated as follows:

- (a) Shift workers - subject to clause 7.1.7(b) the rate of wage or salary to be paid to a shift worker shall be the rate payable for the 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 7.1.7(c) 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 week-end penalty rates); and
  - (ii) A further amount calculated at the rate of 17 1/2% of the amount referred to in 7.1.7(b)(i).
- (c) The provisions of clause 7.1.7(b) shall not apply to any period or periods of leave exceeding:
  - (i) 190 hours per annum in the case of employees employed in a calling where 3 shifts of 8 hours per day or 2 shifts of 12 hours per day are worked over a period of 7 days per week;



(ii) 152 hours per annum in any other case.

## **7.2 Sick leave**

7.2.1 An employee shall accumulate an entitlement to leave of absence on account of illness (sick leave) on full salary to the extent of 76 hours in respect of each year of service and a proportionate amount for an incomplete year of service.

7.2.2 The following provisions of clause 7.2.2(a),(b) and (c) shall apply in respect of sick leave:

- (a) An application in writing by or on behalf of an employee and supported by a certificate from a medical practitioner stating -
- (b) the nature of the illness; and
- (c) the period or approximate period for which sick leave is necessary, shall be submitted for every absence for which sick leave is sought.

7.2.3 The employer may dispense with the medical certificate where the absence does not exceed 3 consecutive working days.

Without limiting the generality of clause 7.2, where, in opinion of the employer, an employee's personal record demonstrates either an excessive number of absences claimed against sick leave or a pattern of recurring absences on sick leave, such employee shall be notified of same.

7.2.4 The employer shall ensure that the employee is counselled in relation to the employee's absences. If an excessive number of absences claimed against sick leave or a pattern of sick leave absences continues, the employee may be required to produce a medical certificate for future absences. At the expiration of a 12 month period, the requirement to provide a medical certificate for all absences will be reviewed.

The employer may arrange for a medical practitioner of such employer's choice to examine the employee and shall request the practitioner to provide a report of the examination at the expense of the employer.

7.2.5 Sick leave for any period of absence may be granted upon (1) or more applications covering the period of absence.

7.2.6 Sick leave granted to an employee shall be deducted from the employee's accumulated entitlement.

7.2.7 Sick leave with pay shall not be granted if the sickness or ill-health has been caused by the misconduct of the employee.

7.2.8 Sick leave shall not be granted to any employee who, when required by the employer, fails to submit for medical examination by a medical practitioner.

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*.

## **7.3 Bereavement leave**

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 defacto spouse, including a spouse of the same sex as the employee.

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*.

## **7.4 Long service leave**

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

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

The entitlements to long service 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*.

## **7.5 Family leave**

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

The entitlements to leave include:

- Maternity leave
- Parental leave
- Pre-natal leave
- Pre- adoption leave
- Adoption leave
- Special responsibility leave for the care and support of the employee's immediate family or household.

These entitlements and conditions are found in *Directive 3/01 Parental Leave* and *Directive 10/01 Special Leave*, as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

## **7.6 Special leave**

The entitlements to special leave are prescribed under *Directive 10/01 Special Leave* as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

The entitlements to leave include:

- Floods, cyclones, etc
- Reserve Forces training
- Emergency Management courses
- Attendance at emergencies
- Blood donors
- Pre-retirement seminars
- Local government leave and leave when elected or appointed to ATSIC
- Declared emergency situation or state of disaster

## **7.7 Public holidays**

7.7.1 All work done by any employee on:

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

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

### *7.7.2 Labour Day*

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

### *7.7.3 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 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 more than one day per year as annual show day.

#### 7.7.4 *Double time and a-half*

For the purposes of clause 7.7.3, where the rate of wages is a weekly rate, "double time and a-half" means one and one-half days wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

#### 7.7.5 *Stand down*

Any and every employee who, having been dismissed or stood down by their employer during the month of December in any year, shall be re-employed by that employer at any time before the end of the month of January in the next succeeding year shall, if that employee shall have been employed by that employer for a continuous period of 2 weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid and shall be paid by the employer (at the Ordinary Rate payable to that employee when so dismissed or stood down) for any one or more of the following holidays, namely, Christmas Day, Boxing Day, and the first day of January occurring during the period on and from the date of such employee's dismissal or standing down to and including the date of re-employment as aforesaid.

#### 7.7.6 *Substitution*

Where there is agreement between the majority of employees concerned in consultation with the relevant Union/s and the employer at each locality, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in clauses 7.7.1, 7.7.2, and 7.7.3.

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

### **7.8 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 Motor vehicle allowance**

The conditions and entitlements of transfer and appointment 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*.

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

### **9.1 Training**

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 procedure involving management, employees and relevant Unions shall be established as determined by the Group General Manager having regards to the size structure and needs of that agency.

Following consultation the Group General Manager 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 operation 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.

Clause 9.1.1 shall operate as an interim position and shall be subject to review after 12 months operation.

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

### **10.1 Workplace health and safety matters**

The relevant safety measures as set out in the *Workplace Health and Safety Act 1995*, the Regulations and the relevant Codes of Practice are to be followed.

### **10.2 First aid**

Where the employer appoints an employee, who holds an appropriate first-aid certificate, as a first-aid attendant, an additional \$25.10 per week in which the employee works 3 days or more shall be paid to such employee.

## **PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS**

### **Preamble**

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

### **11.1 Right of entry**

#### *11.1.1 Authorised industrial officer*

- (a) An "Authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

#### *11.1.2 Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:

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

### 11.1.3 *Inspection of records*

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

### 11.1.4 *Discussions with employees*

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

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

### 11.1.5 *Conduct*

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

## **11.2 Time and wages record**

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

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

(g) details of any deductions made from the wages; and

(h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

(a) The employee's full name and address;

(b) the employee's date of birth;

(c) details of sick leave credited or approved, and sick leave payments to the employee;

(d) the date when the employee became an employee of the employer;

(e) if appropriate, the date when the employee ceased employment with the employer; and

(f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

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

### **11.3 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*

(a) 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.

(b) 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 Union delegates**

11.4.1 The parties acknowledge 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.

11.4.2 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.

11.4.3 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.

11.4.4 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.

### **11.5 Industrial relations education leave**

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

11.5.2 Employees may be granted up to 5 working days (or the equivalent Hours) paid time off (non cumulative) per calendar year, approved by the Group General Manager to attend industrial relations education sessions.

11.5.3 Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any (1) calendar year may be granted where approved structured employee's training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the chief (or delegated authority) of the agency, the relevant Union and the employee.

11.5.4 Upon request and subject to approval by the Group General Manager, employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences, and ACTU Congress.

11.5.5 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 concerned. At the same time such leave shall not be unreasonably refused. At the discretion of the Group General Manager, public sector employees may be granted special leave without pay to undertake work with their Union.

Dated 9 April 2003.

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

Operative Date: 28 April 2003