

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

GROUP TRAINING ORGANISATIONS AWARD - STATE 2003

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Group Training Organisations 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 Group Training Organisations Award - State 2003 as at 1 September 2010.

Dated 1 November 2010.

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

GROUP TRAINING ORGANISATIONS AWARD - STATE 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Group Training Organisations Award - State 2003.

1.2 Arrangement

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

Subject Matter	Clause No.
Continuity of service - transfer of calling	4.11
PART 5 - WAGES AND WAGE RELATED MATTERS	
Classification definitions	5.1
Wages	5.2
Allowances	5.3
Superannuation	5.4
Payment of salaries	5.5
PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK	
Hours of work	6.1
Flexible working arrangements	6.2
Overtime	6.3
Meal breaks	6.4
Rest pauses	6.5
Shift work	6.6
Wet weather	6.7
PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS	
Annual leave	7.1
Sick leave	7.2
Bereavement leave	7.3
Family leave	7.4
Long service leave	7.5
Public holidays	7.6
Jury service	7.7
PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK	
Travelling time	8.1
Conveyances	8.2
Distant work accommodation	8.3
Camping conditions	8.4
PART 9 - TRAINING AND RELATED MATTERS	
Training	9.1
PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES	
Uniforms, protective clothing and equipment	10.1
Amenities	10.2
PART 11- AWARD COMPLIANCE AND UNION RELATED MATTERS	
Right of entry	11.1
Time and wages record	11.2
Union encouragement	11.3
Posting Award and union information notices	11.4

1.3 Award coverage

- 1.3.1 This Award applies to all Group Training Organisations and their employees, other than apprentices and trainees placed with host employers, throughout the State of Queensland.
- 1.3.2 This Award does not apply to officers and employees of Government departments and any Crown instrumentality, body or authority thereof who may from time to time as part of their duties be engaged as trainers of apprentices or trainees.

1.4 Date of operation

This Award takes effect from 1 December 2003.

1.5 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.3 and their employers, and the Queensland Services, Industrial Union of Employees and its members.

1.6 Definitions

- 1.6.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.6.2 "Commission" means the Queensland Industrial Relations Commission.
- 1.6.3 "Day" means the period between 00.00 hours and 23.59 hours (Monday to Sunday, but within the spread of hours shown in clause 6.1.1).
- 1.6.4 "Employee" means any employee of the GTAQ&NT or GTO and any of their subsidiaries for whom rates of pay are prescribed in clause 5.2, excluding those apprentices and trainees who are placed with a host employer.
- 1.6.5 "G.T.A.Q. & N.T." means the Group Training Association - Queensland & Northern Territory Incorporated.
- 1.6.6 "Group Training Organisations" (GTO) means members, or affiliates, of GTAQ&NT Inc., or eligible for membership or affiliation of the said organisation and have approved group training organisation status and the necessary accreditation, registration and endorsement of the State or Federal Governments, including subsidiaries of such organisations.
- 1.6.7 "Group Training Organisations' Officer" means an employee of the GTAQ&NT or GTO classified in accordance with clause 5.1 at a level commensurate with their skills, competencies and nature of duties within the work functions of clerical and administration, training and development field services, training and development support services, executive and management.
- 1.6.8 "Manager" means an employee, who is required to have sound knowledge of the relevant principles, practices and procedures applicable to a specialised field of work or discipline. Managers are responsible for the achievement of particular objectives or completion of a project. This responsibility includes accountability for material, human and financial resources allocated to that objective or project. Executive officer and special managerial officer shall be deemed one and the same.
- 1.6.9 "Project Officer" means an employee other than a casual employee, who is employed on the same basis as either a full-time or a permanent part-time employee but on a limited term of engagement to carry out duties for that specific project.
- 1.6.10 "Union" means the Queensland Services, Industrial Union of Employees.

1.7 Area of operation

For the purposes of this Award, the Divisions and Districts shall be as follows:

1.7.1 Divisions

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

Mackay Division - That portion of the State within the following boundaries: commencing at the junction of the sea-coast with the 21st parallel of latitude due west to 147 degrees of east longitude; then by that longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.

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

1.7.2 Districts

(a) Northern Division

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

Western District - The remainder of the Northern Division.

(b) Southern Division

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

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedure

In the event of any dispute or grievance arising between an employer and its employee or employees in relation to this Award or to the performance of work under this Award the following procedure shall be applied:

- 3.1.1 In the first instance the employee shall attempt to resolve the grievance with the employee's appropriate superior or delegated representative of management.
- 3.1.2 If the grievance is still unresolved within 24 hours the matter shall be referred to management and the local Union delegate may be involved if practicable. An employee who is not a member of the Union may report the grievance or dispute to senior management or the employer's nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.3 If the grievance is still unresolved, then the Union shall be advised and a meeting of all parties arranged.
- 3.1.4 It is agreed clauses 3.1.1 to 3.1.3 shall take place, wherever possible, within 3 days.
- 3.1.5 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.3.
- 3.1.6 If the matter is still unresolved it may be submitted by any party to the Commission.
- 3.1.7 Except in the instance of a *bona fide* safety issue, until the grievance is resolved, work shall continue normally in accordance with the custom and practice existing before the grievance arose while discussions take place.
- 3.1.8 No party shall be prejudiced as to the final settlement by the continuance of work.
- 3.1.9 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.10 Any Order or Decision of the Commission (subject to the parties right of appeal under the Act) will be final and binding on all parties to the dispute:
- 3.1.11 It is recognised that an employee has the right to consult with the Union during the course of any stage of the procedure in clause 3.1.

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

4.1 Contract of employment

- 4.1.1 Employee's covered by this Award, known as Officers, shall be advised in writing at the time of engagement the basis upon which they are employed.

Employment categories are:

- (a) full-time;
- (b) project (as prescribed in clause 4.2);
- (c) part-time (as prescribed in clause 4.3); and
- (d) casual (as prescribed in clause 4.4).

- 4.1.2 Except in the case of casual employees and project employees, whose tenure shall be as prescribed and defined in a separate contract of employment within the letter of appointment, all employees shall be engaged on a weekly basis. Casual employees are employed by the hour and from hour to hour.

4.1.3 *Probationary period*

- (a) Appointments of new employees to any position within the GTO shall be initially for a period of 3 months.
- (b) During this period any deficiencies in performance or conduct shall be dealt with in accordance with the Code of Practice agreed between the parties.

4.1.4 *Job sharing*

- (a) Any permanent full-time position may be filled equally by 2 officers on a job sharing basis where job sharing is convenient to the requirements of the position and there is agreement between the officers and the GTO.
- (b) Officers so employed shall be entitled to all leave as prescribed by this Award on a *pro rata* basis. All other provisions of this Award shall apply. All appointments made pursuant to clause 4.1.4 shall be subject to an annual review process in order to assess the effectiveness of a position being performed in this manner. The officers concerned and the GTO shall jointly conduct the review.
- (c) The GTO shall advise the Union of all such appointments.

4.2 Project employment

- 4.2.1 Project employment occurs when an officer is employed on the basis of a limited term of employment to carry out duties for a specific project.

Limitations to the term of employment may result from the following:

- (a) limited funds allocated to a project and where an officer with required qualifications and skills is not employed by a GTO, or not available to carry out that project work; or
- (b) limited work to be carried out and where an officer with required skills and qualifications is not employed by a GTO or not available to carry out that project work.

- 4.2.2 Upon appointing an officer on a project a GTO shall notify the Union forthwith as to:

- (a) the nature of the project.
- (b) the expected duration of the project.

- 4.2.3 Should a GTO desire to employ an officer on project employment other than that described by clause 4.2.1, they may do so only with the prior agreement of the Union. Such agreement shall be formalised in writing between the GTO and the Union as a localised agreement.

Requests for an agreement shall be considered on their merits and the Union shall deal with the application expeditiously and convey its decision promptly to the applicant GTO.

- 4.2.4 In respect to officers employed as project officers, the provisions of clauses 4.8, 4.9 and 4.10, shall not apply except where specifically provided for within the letter of appointment and localised agreement.

4.3 Part-time employment

4.3.1 A part-time employee is an employee who:

- (a) is employed for not less than 16 hours per week and for not more than 32 ordinary hours per week; and
- (b) has reasonably predictable hours of work; and
- (c) receives, on a *pro rata* basis, equivalent pay and conditions to those of full-time employees covered by this Award.

4.3.2 At the time of engagement, the employer and the employee will agree in writing on the pattern of work required, including specifying the number of ordinary hours per week, the days on which the work is to be performed and the usual daily starting and finishing times.

4.3.3 Any variation to the work pattern will be in accordance with methods of altering the ordinary hours of work for full-time employees.

4.3.4 The agreed number of ordinary hours per week will not be varied without the consent of the employee. Any such agreed variation to the number of weekly hours of work will be recorded in writing.

4.3.5 An employer is required to roster a part-time employee for a minimum of 3 consecutive hours on any day.

4.3.6 All time worked outside the spread of ordinary working hours and all time worked in excess of the hours as mutually arranged in clause 4.3.2 or 4.3.3 will be overtime and paid for at the rates prescribed in clause 6.3:

Provided that the first 2 hours overtime per week is included in the rate of pay.

4.3.7 A part-time employee employed under the provisions of clause 4.3 must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

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

4.3.9 Where a part-time employee and their employer agree in writing, part-time employment may be converted to full-time, and *vice-versa*. If such an employee transfers from full-time to part-time (or *vice-versa*), all accrued award and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

4.4 Casual employment

4.4.1 A casual employee is an employee other than a full-time, project or part-time employee who is engaged on an hourly basis and whose employment is subject to termination without notice.

4.4.2 Casual employees shall be provided with a minimum period of 3 hours work on each engagement, or be paid for a minimum of 3 hours at the appropriate casual rate.

4.4.3 The ordinary hourly rate of pay of casual officers shall be ascertained by dividing the weekly salary for the classification in which the officer is employed by 38 and adding a loading of 23% for all work performed between 7.00 a.m. and 7.00 p.m. Monday to Friday inclusive. Overtime rates in accordance with clause 6.3.2 shall apply to all work performed outside the spread of hours of 7.00 a.m. to 7.00 p.m. or in excess of 8 hours, Monday to Friday and all work performed on Saturday and Sunday.

4.5 Trainees

Trainees may be engaged under this Award in accordance with the Order for *Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities)* or any other relevant applicable industrial instrument.

4.6 Codes of practice

4.6.1 Procedures and facilities relating to various matters are the subject of codes of practice agreed between the Union and the GTAQ&NT Inc on behalf of the GTO and have been adopted as policy by these organisations.

Copies of these codes have been lodged with the Commission and are available from the Union and the GTAQ&NT Inc. Codes of Practice have been agreed in the following areas:

- (a) performance management programme.
- (b) disciplinary procedures

(c) taking long service leave.

(d) annual close down.

4.6.2 Advertising of vacant positions

Vacancies in positions covered by this Award shall be advertised within the GTO operational network at the discretion of the GTO, prior to advertising externally as a means of opening up career paths within the industry's organisational structure.

4.7 Anti-discrimination

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

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

(b) sexual harassment; and

(c) racial and religious vilification.

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

4.7.3 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.

4.7.4 Nothing in clause 4.7 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.

4.8 Termination of employment

4.8.1 Statement of employment

The employer shall, in the event of termination of employment, provide upon request to an employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

4.8.2 Termination by employer

(a) In order to terminate the employment of an employee the employer shall give 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 clause 4.8.2(a), employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, 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 ordinary time rate of pay for the employee concerned shall be used.

- (e) The period of notice in clause 4.8.2 shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.

4.8.3 *Notice of termination by employee*

To terminate the contract of employment a full-time or part-time employee must give at least one week's notice or forfeit a maximum of one week's pay in lieu thereof.

4.9 **Introduction of changes**

4.9.1 *Employer's duty to notify*

- (a) Where an employer has made a definite decision to introduce major 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 their Union.
- (b) "Significant effects" include 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 this Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

4.9.2 *Employer's duty to discuss change*

- (a) The employer shall discuss with the employees affected and their Union, *inter alia*, the introduction of the changes referred to, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 4.9.1.
- (c) For the purpose of such discussion, the employer shall provide in writing to the employees concerned and their Union, 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 an employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interests.

4.10 **Redundancy**

4.10.1 *Discussions before terminations*

- (a) Where an employer has made a definite decision 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 hold discussions with the employees directly affected and, where relevant, their Union.
- (b) The discussions shall take place as soon as it is practicable after the employer has made a definite decision which will invoke clause 4.10.1, and shall cover *inter alia*, the reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to avert or mitigate the adverse effects of any terminations of the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their Union, 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 an employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interests.

4.10.2 *Transfer to lower paid duties*

Where an employee is transferred to other duties for reasons set out in clause 4.10.1, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to, pursuant to clause 4.8.2, if the employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate of pay for the number of weeks of notice still owing.

4.10.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of this Award, transmitted from an employer (the "transmittor") to another employer (the "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) "Business" includes trade, process, business or occupation and includes part 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.

4.10.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.10.1, 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.

4.10.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.10.1 the employer shall notify Centrelink thereof as soon as possible giving relevant information including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

4.10.6 *Severance pay*

In addition to the period of notice prescribed for ordinary termination in clause 4.8.2, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.10.1 shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay
1 year or less	nil
1 year and up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and over	8 weeks' pay

"Weeks' pay" means the ordinary time rate of pay for the employee concerned.

4.10.7 *Superannuation benefits*

Subject to further order of the Commission where an employee who is terminated receives a benefit from a superannuation scheme, such employee shall only receive under clause 4.10.6 the difference between the severance pay specified in that clause and the amount of the superannuation benefit such employee receives which is attributable to employer contributions only. If this superannuation benefit is greater than the amount due under clause 4.10.6 then the employee shall receive no payment under that clause.

4.10.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.10.1 may terminate such employment during the period of notice specified in clause 4.8.2, and, if so, shall be entitled to the same benefits and payments under clause 4.10 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.

4.10.9 Alternative employment

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

4.10.10 Employees with less than one year's service

Clause 4.10 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.

4.10.11 Employees exempted

Clause 4.10 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee;
- (b) to employees engaged for a specific period of time or for a specific task or tasks; or
- (c) to casual employees.

4.10.12 Employers exempted

Subject to an order of the Commission, in a particular redundancy case, clause 4.10 shall not apply to employers who employ less than 15 people.

4.10.13 Incapacity to pay

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

4.11 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 Classification definitions

5.1.1 Group Training Organisations Officer Level 1

(a) Characteristics of the level:

- * a person employed as a Group Training Organisations Officer Level 1 shall work under close direction and undertake routine activities which require the practical application of basic skills and techniques.
- * general features of work in this category consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.
- * freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgement in the planning of their own work within those confines.
- * positions at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.
- * employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills.

- * supervision of other permanent staff or apprentices/trainees is not a feature at this level.
- * at this level, employers are expected to offer substantial internal and/or external training.

(b) Requirements of the job - Some or all of the following are needed to perform work at this level:

- * Skills, knowledge, experience, qualifications and/or training;
- * developing knowledge of the workplace function and operation;
- * basic knowledge of administrative practices and procedures relevant to the workplace;
- * a developing knowledge of work practices and policies of the relevant work area;
- * basic numeracy, written and verbal communication skills relevant to the work area;
- * no formal qualifications are required;

(c) Responsibilities - A position at this level may include some of or similar responsibilities to:

- * undertake routine activities of a support nature;
- * undertake straightforward operation of keyboard equipment including data input and basic work processing at a basic level after having received training;
- * provide routine information including general reception and telephonist duties;
- * apply established practices and procedures;
- * undertake routine office duties involving filing and maintenance of an existing records system;
- * under close direction, assist with the development, planning, implementation and evaluation of Group Training Company programs at an elementary level;
- * under close direction, undertake work with individual apprentice or trainee clients at a first contact level.

(d) Organisational relationships:

- * Work under direct supervision.

(e) Extent of authority:

- * work outcomes are clearly monitored;
- * freedom to act is limited by standards and procedures;
- * solutions to problems are found in established procedures and instructions with assistance readily available.

5.1.2 *Group Training Organisations Officer Level 2*

(a) Characteristics of the level:

- * A person employed as a Group Training Organisations Officer Level 2 shall work under regular direction within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge. Employees will be under the direct supervision of a senior worker.
- * General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.
- * Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees concerning established procedures to meet the objectives of a minor function.

- * Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.

(b) Requirements of the Job - Some or all of the following are needed to perform work at this level:

- (i) skills, knowledge, experience, qualifications and/or training
 - * basic skills in oral and written communication with Apprentice and trainee clients and other members of the public;
 - * knowledge of established work practices and procedures relevant to the workplace;
 - * knowledge of policies relating to the workplace;
 - * application of techniques relevant to the workplace;
 - * developing knowledge of statutory requirements relevant to the workplace;
 - * understanding of basic computing concepts;
 - * the prerequisites for this level would be equivalent to:
 - * appropriate certificate relevant to the work required to be performed; or
- (ii) will have attained through previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required; or
- (iii) appropriate on-the-job training and relevant experience.

(c) Responsibilities - A position at this level may include some of or similar responsibilities to:

- * undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgement within clearly established procedures and/or guidelines;
- * achieve outcomes which are clearly defined;
- * perform tasks including the provision of routine information;
- * assist senior employees with special projects;
- * perform elementary tasks within a Group Training Company programme requiring knowledge of established work practices and procedures relevant to the work area;
- * assist with administrative functions;
- * assist senior employees in the preparation, implementation and evaluation of developmental and/or special programs for individual apprentice and trainee clients or groups of clients.

(d) Organisational relationships:

- * Work under regular and direct supervision.
- * Provide guidance to a limited number of lower classified employees.

(e) Extent of authority:

- * work outcomes are monitored;
- * have freedom to act within established guidelines;
- * solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents, guidelines. Assistance will be available when problems occur.

5.1.3 *Group Training Organisations Officer Level 3*

(a) Characteristics of the level:

- * A person employed as a Group Training Organisations Officer Level 3 will work under general direction in the application of procedures, methods and guidelines which are well established. Employees appointed at this level will be under the direct supervision of a senior worker.
- * General features of this level involve solving problems of limited difficulty using knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior staff. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.
- * Positions at this level allow employees the scope for exercising initiative in the application of established work procedures.
- * At this level employees may be required to provide general direction or supervision of lower level employees. Employees with supervisory responsibilities may undertake more complex operational work and may undertake planning and coordination of activities within a workplace.
- * Employees will be responsible for managing and planning their own work and that of lower classified staff.

(b) Requirements of the job - Some or all of the following are needed to perform work at this level:

(i) skills, knowledge, experience, qualifications and/or training

- * through knowledge of work activities performed within the workplace;
- * sound knowledge or procedural/operational methods of the workplace;
- * may utilise limited professional or specialised knowledge;
- * working knowledge of statutory requirements relevant to the workplace;
- * ability to apply computing concepts;
- * the prerequisites for entry to this level would be equivalent to:
 - * entry level for an appropriate associate diploma or experience attained through previous appointments, service and/or study of an equivalent level of expertise and experience to undertake the range of activities required;
 - * employees with supervisory responsibilities should have a basic knowledge of the principles of human resource managements and be able to assist lower classified staff with on-the-job training;
 - * employees with certificate qualifications relevant to the work area shall be promoted to this level once they have obtained the appropriate certificate and have had relevant satisfactory service and undertake work related to the responsibilities under this level. Employees with a relevant certificate shall advance to the third incremental step after 12 months service on the first step of the range;
 - * employees with a relevant associate diploma shall commence on the third incremental step of Level 3 and shall progress to the first step of Group Training Organisations Officer Level 4, provided that they have the skills and competencies relevant to the position and are performing the duties.

(c) Responsibilities - A position at this level may include some of or similar responsibilities to:

- * undertake responsibility for various activities in a specialised area;
- * exercise responsibility for a function within the workplace;
- * assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of the employee.

(d) Organisational relationships:

- * works under regular supervision;
- * oversee and guide a limited number of lower classified employees.

(e) Extent of authority:

- * work outcomes are monitored;
- * freedom to act within established guidelines;
- * solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents and guidelines. Assistance is available when problems occur.

5.1.4 *Group Training Organisations Officer Level 4*

(a) Characteristics of this level:

- * a person employed as a Group Training Organisations Officer Level 4 shall work under general direction in the application of procedures, methods and guidelines which are well established. Employees will be under the direct supervision of a senior employee.
- * general features of this level involve solving problems of limited difficulty using knowledge, judgement and work organisational skills. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.
- * positions at this level allow employees the scope for exercising initiatives in the application of established work procedures.
- * at this level, employees may be required to supervise lower classified staff in their day-to-day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and coordination of activities within a clearly defined area of the organisation. Employees will be responsible for managing and planning their own work.

(b) Requirements of the job - Some or all of the following are needed to perform work at this level:

(i) Skills, knowledge, experience, qualifications and/or training:

- * thorough knowledge of work activities performed within the organisation;
- * sound knowledge of procedural methods of the organisation;
- * may utilise professional or specialised knowledge;
- * working knowledge of guidelines or statutory requirements relevant to the organisation;
- * the prerequisite for entry to this level would be:
- * entry level 3 year degree; or
- * associate diploma with experience; or
- * advanced certificate in a relevant discipline with experience; or
- * attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.
- * The entry level for holders of a relevant 3 year degree who is required to undertake work within this stream shall commence at the second incremental level.
- * Graduates shall advance to the 3rd year incremental step after 12 months service and shall progress to the first step of Group Training Organisations Officer Level 5 after a further 12 months service, provided they have the skills and competencies relevant to the position and are performing the duties.

(c) Responsibilities - A position at this level may include some of or similar responsibilities to:

- * undertake responsibility for various activities in a specialised area;
- * exercise responsibility for a function within the organisation;
- * assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;

- * undertake minor assessment duties;
- * supervise a limited number of lower classified employees;
- * plan and coordinate training programs;
- * coordinate elementary service programs or a single programme at a more complex level;
- * where primary responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
- * undertake some minor phase of a broad or more complex assignment;
- * provide assistance to senior employees;
- * perform duties of a specialised nature;
- * provide a range of information services;
- * plan and coordinate elementary Group Training Company projects or programs;
- * perform moderately complex functions including training module planning, demographic analysis, survey design and analysis.

(d) Organisational relationships:

- * works under general professional guidance;
- * operate as a member of a team;
- * supervision of other employees.

(e) Extent of authority:

- * receive instructions on the broader aspects of the work;
- * freedom to act within established practices;
- * problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

5.1.5 *Group Training Organisations Officer Level 5*

(a) Characteristics of this level:

- * a person employed as a Group Training Organisations Officer Level 5 shall work under general direction in functions that require the application of skills and knowledge appropriate to the work. General guidelines and work procedures are established.
- * general features of this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.
- * Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.
- * work at this level requires a sound knowledge of programme, activity, operational policy or service aspects of the work performed within a function or a number of work areas.
- * employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

(b) Requirements of the job - Some or all of the following are needed to perform work at this level:

- (i) skills, knowledge, experience, qualifications and/or training:

- * knowledge of statutory requirements relevant to work;
- * knowledge of organisation policies and activities;
- * knowledge of the role of the organisation and its services and/or functions;
- * specialists require an understanding of the underlying principles in the discipline;
- * the prerequisites for entry to this level would be:

(ii) relevant 4 year Degree or 3 year Degree with 3 years of relevant experience; or

(iii) associate diploma with relevant experience; or

(iv) lesser formal qualifications with substantial years of relevant experience; or

(v) attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities;

- * employees undertaking specialised services shall be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level;
- * employees working as sole employees shall commence at this level;
- * employees with a three year degree will progress to the first incremental step of this level once two years service at Group Training Organisations Officer Level 4 are completed and will progress to the 3rd incremental step following an additional year of service;
- * employees with a relevant 4 year Degree will commence at the second incremental step of this level.

(c) Responsibilities - A position at this level may include some of or similar responsibilities to:

- * undertake activities which may require the employee to exercise judgement and/or contribute critical knowledge and skills where procedures are not clearly defined;
- * perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- * identification of specific or desired performance outcomes;
- * contribute to interpretation and administration or areas of work for which there are no clearly established procedures;
- * exercise responsibility for various functions within a work area;
- * undertake a wide range of activities associated with programs and methods of service delivery;
- * where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
- * liaise with other professionals at a technical level;
- * discuss techniques, procedures and/or results with internal and external clients on straightforward matters;
- * lead a team within a specialised project;
- * provide a reference, research and/or technical information service;
- * carry out a variety of activities in the organisation requiring initiative and judgement in the selection and application of established principles, techniques and methods;
- * perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
- * assist senior employees with the planning and co-ordination of a Group Training Company work programme of a complex nature.

- (d) Organisational relationships:
 - * works under general direction;
 - * supervises other staff or works in a specialised field.
- (e) Extent of authority
 - * required to set outcomes within defined constraints;
 - * provides specialist advice;
 - * freedom to act governed by clear objectives and/or budget constraints;
 - * solutions to problems generally found in precedents, guidelines or instructions;
 - * assistance usually available.

5.1.6 *Group Training Organisations Officer Level 6*

- (a) Characteristics of this level:
 - * a person employed as a Group Training Organisations Officer Level 6 shall work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.
 - * employees adhere to established work practices. However, they may be required to exercise initiative and judgement where practices and direction are not clearly defined.
 - * general features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve a greater degree of supervision of employees and/or apprentices/trainees. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of, or prepare, the organisation's budget. Employees at this level will be required to provide expert advice to employees classified at a lower level.
 - * positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor workflows in their area of responsibility.
 - * employees are required to set priorities, plan and organise their own work and that of lower classified staff and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of apprentice/trainee clients and staff.
 - * employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals.
- (b) Requirements of the job - Some or all of the following are needed to perform work at this level:
 - (i) Skills, knowledge, experience, qualifications and/or training
 - * knowledge of organisational programs, policies and activities;
 - * sound discipline knowledge gained through experience;
 - * knowledge of the role of the organisation, its structure and services;
 - * the prerequisites for entry to this level would be:
 - (ii) relevant degree with relevant experience; or
 - (iii) associate diploma with substantial experience; or
 - (iv) qualifications in more than one discipline; or
 - (v) less formal qualifications with specialised skills sufficient to perform at this level; or
 - (vi) attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required;

- * 4 year degree graduates will progress to the first incremental step of this level on the completion of 2 years service at Group Training Organisations Officer Level 5 and will progress to the third incremental step after a further year of service.

(c) Responsibilities - A position at this level may include some of or similar responsibilities to:

- * responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;
- * undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;
- * undertake a minor phase of a broader or more complex professional assignment;
- * assist with the preparation of or prepare organisation or programme budgets in liaison with management;
- * set priorities and monitor workflow in the areas of responsibility;
- * provide expert advice to employees classified at lower levels;
- * exercise judgement and initiative where procedures are not clearly defined;
- * undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;
- * operate as a specialist officer in the relevant discipline where decisions made and taken rest with the employees with no reference to a senior employee;
- * plan, co-ordinate, implement and administer the activities and policies including preparation of budget;
- * develop, plan and supervise the implementation of educational and/or developmental programs for apprentice/trainee clients;
- * plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;
- * where the prime responsibility lies in professional services, employees at this level would undertake at least some of the following:
- * under general direction undertake a variety of tasks of a specialised, novel complex and/or critical nature;
- * provide reports on progress of programme activities including recommendations;
- * carry out planning studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;
- * exercise a high level of interpersonal skills in dealing with the public and other organisations;
- * plan, develop and operate a section of a Group Training Company's employees and/or apprentices/trainees.

(d) Organisational relationships

- * work under general direction;
- * supervise other staff.

(e) Extent of authority

- * exercise a degree of autonomy;
- * control projects and/or programs;
- * set outcomes for lower classified staff;
- * establish priorities and monitor workflow in areas of responsibility;

- * solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

5.1.7 *Group Training Organisations Officer Level 7*

(a) Characteristics of this level

- * a person employed as a Group Training Organisations Officer Level 7 shall operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed. An employee at this level may exercise managerial functions within an organisation or operate as a specialist, either as a member of a specialist team or independently.
- * general features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation or a section thereof, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation.
- * positions at this level will require responsibility for decision-making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the work place. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a programme, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.
- * the management of staff is normally a feature at this level and employees are responsible for a larger organisational group.
- * managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices.
- * positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes/objectives for the work area; the level of responsibility for decision-making; the exercise of judgement; delegated authority; and the provision of expert advice.

(b) Requirements of the job - Some or all of the following are needed to perform work at this level:

(i) Skills, knowledge, experience, qualifications and/or training

- * comprehensive knowledge of organisation policies and procedures;
- * specialist skills and/or supervision/management abilities exercised within a multi disciplinary or major single function operation;
- * specialist knowledge gained through experience, training or education;
- * appreciation of the long term goals of the organisation;
- * detailed knowledge of programme activities and work practices relevant to the work area;
- * knowledge of organisation structures and functions;
- * comprehensive knowledge of requirements relevant to the discipline;
- * the prerequisites for entry to this level would be:

(ii) degree with substantial experience; or

(iii) post graduate qualification; or

(iv) associate diploma with substantial experience; or

(v) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level;

- * The entry level for an employee assisting in managing an organisation or section thereof shall be determined by applying category determination score between criteria (i) and (iv) of clause 5.2.6(c), section (C) and (D) will be the second incremental step;
- * the entry level for an employee assisting in managing an organisation, shall be determined by applying category determination score between points 5 and 8 of clause 5.2.6(c), section (C) and (D) will be the third incremental step.

(c) Responsibilities - A position at this level may include some of or similar responsibilities to:

- * undertake significant projects and/or functions involving the use of analytical skills;
- * undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;
- * exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi specialist operation;
- * provide advice on matters of complexity within the work area and/or specialised area;
- * undertake a range of duties within the work area, including developing work practices and procedures; problem definition, planning and the exercise of judgement;
- * provide advice on policy matters and contribute to their development;
- * negotiate on matters of significance to the organisation with other bodies and/or members of the public;
- * control and coordinate a work area or a larger organisation within budgetary constraints;
- * exercise autonomy in establishing the operation of the work area;
- * provide a consultancy service for a range of activities and/or to a wide range of internal and external clients;
- * where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:
- * provide support to a range of activities or programs;
- * control and coordinate projects;
- * contribute to the development of new procedures and methodology;
- * provide expert advice/assistance relevant to the work area;
- * supervise/manage the operation of a work area and monitor work outcomes;
- * supervise on occasions other specialised staff;
- * provide consultancy services for a range of activities.

(d) Organisational relationships:

- * works under limited direction from senior employees of the Group Training Organisations' Committee of Management or Board;
- * supervision of staff.

(e) Extent of authority:

- * may manage a work area or medium to large organisation or multi worksite organisation;
- * has significant delegated authority. Selection of methods and techniques based on sound judgement. Exercise autonomy (advice available on complex or unusual matters);
- * manage significant projects and/or functions;

- * decisions and actions taken at this level may have significant effect on programs, projects or worksites being managed.

5.1.8 *Group Training Organisations Officer Level 8*

(a) Characteristics of the level:

- * a person employed as a Group Training Organisations Officer Level 8 shall be subject to broad direction from management/the employer and exercise managerial responsibility for an organisation. In addition, employees may operate as a senior specialist providing multi functional advice to other professional employees, or the Group Training Company's Committee of Management or Board.
- * general features of this level require the employee's involvement in the initiation and formulation of extensive projects or programs which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.
- * additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or about external organisations such as government policy.
- * in addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area.
- * employees at this level require a high level of proficiency in the application of theoretical approaches in the search for optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.
- * positions at this level will demand responsibility for decision making within the constraints of organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programs and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programs.
- * positions at this level may be identified by the significant independence of action within the constraints of organisational policy.

(b) Requirements of the Job - Some or all of the following are needed to perform work at this level:

(i) Skills, knowledge, experience, qualifications and/or training

- * detailed knowledge of policy, programs, guidelines, procedures and practices of the organisation and external bodies;
- * detailed knowledge of statutory requirements;
- * qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise; or

(ii) substantial post graduate experience; or

(iii) lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or

(iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties of the position.

(c) Responsibility - A position at this level may include some of or similar responsibilities to:

- * undertake work of significant scope and complexity. A major portion of the work requires initiative;
- * undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- * undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high level advice;
- * provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;

- * manage extensive programs or projects in accordance with organisational goals. This may require the development, implementation and evaluation of those goals;
- * administer complex policy and programme matters;
- * may offer consultancy service;
- * evaluate and develop/revise methodology techniques with the organisation. The application of high level analytical skills in the attainment and satisfying of organisational objectives;
- * where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:
 - * contribute to the development of operational policy;
 - * assess and review the standards of work of other specialised personnel/external consultants;
 - * initiate and formulate organisational programs;
 - * implement organisational objectives within corporate goals;
 - * develop and recommend ongoing plans and programs.

5.1.9 *Special Managerial and Executive Officers Levels 1 to 8*

(a) Characteristics of the Levels:

- * a person employed as a special managerial or executive officer shall be employed to manage a Group Training Company as its manager, executive officer, senior executive officer or one of a team of such officers under a chief executive officer.
- * a person employed as a Special Managerial or Executive Officer shall be subject to broad direction from the Group Training Company's Board and exercise managerial responsibility for an organisation. In addition, employees may operate as a senior specialist providing multi functional advice to other specialised employees, or the Group Training Company's Committee of Management or Board.
- * general features of this level require the employee's involvement in the initiation and formulation of extensive projects or programs which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.
- * additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and external organisations such as government policy.
- * in addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area.
- * employees at this level require a high level of proficiency in the application of theoretical approaches in the search for optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.
- * positions at this level will demand responsibility for decision making within the constraints of organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programs and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programs.
- * positions at this level may be identified by significant independence of action within the constraints of organisational policy.

(b) Requirements of the job - Some or all of the following are needed to perform work at this level:

(i) Skills, knowledge, experience, qualifications and/or training

- * detailed knowledge of policy, programs, guidelines, procedures and practices of the organisation and external bodies;

- * detailed knowledge of statutory requirements;
 - * the prerequisites for entry to this level would be:
- (ii) qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise which could be acquired through further formal qualifications in the field of expertise or in management: or
- (iii) substantial post graduate experience; or
- (iv) lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or
- (v) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties of the position.
- (c) Responsibility - A position at this level may include some of the following inputs or those of similar value:
- * undertake work of significant scope and complexity. Major portion of the work requires initiative;
 - * undertake duties of innovative, novel and/or critical nature with little or no professional direction;
 - * undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high level advice;
 - * provide specialist advice on policy matters and contribute to the development and review of policies, both internal and external;
 - * manage extensive programs or projects in accordance with organisational goals. This may require the development, implementation and evaluation of those goals;
 - * administer complex policy and programme matters;
 - * may offer consultancy service;
 - * evaluate and develop/revise methodology techniques within the organisation. The application of high level analytical skills in the attainment and satisfying of organisational objectives;
 - * where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:
 - * contribute to the development of operational policy;
 - * assess and review the standards of work of other professional personnel/external consultants;
 - * initiate and formulate organisational programs;
 - * implement organisational objectives within corporate goals;
 - * develop and recommend ongoing plans and programs.

5.2 Wages

5.2.1 Subject to clause 5.2.2 the minimum weekly rate of wages for the following classes of employees shall be:

Classification Level	Category	Annual Salary \$	Relativity %	Per Week \$
Group Training Officer	15 and under 16 years of age	15,042.00	45*	289.30
Group Training Officer	16 and under 17 years of age	16,713.00	50*	321.40
Group Training Officer	17 and under 18 years of age	18,384.00	55*	353.50
Group Training Officer	18 and under 19 years of age	21,727.00	65*	417.80
Group Training Officer	19 and under 20 years of age	25,069.00	75*	482.10
Group Training Officer	20 and under 21 years of age	28,412.00	85*	546.40
Group Training Officer - Level 1	1st Year	33,425	88	642.80
Group Training Officer	2nd Year	34,127	91	656.80

Classification Level	Category	Annual Salary \$	Relativity %	Per Week \$
Group Training Officer	3rd Year	34,829	94	669.80
Group Training Officer - Level 2	1st Year	35,401	96	680.80
Group Training Officer	2nd Year	35,973	98	691.80
Group Training Officer	3rd Year	36,441	100	700.80
Group Training Officer - Level 3	1st Year	37,871	107	728.80
Group Training Officer	2nd Year	38,235	108.5	735.80
Group Training Officer	3rd Year	38,573	110	741.80
Group Training Officer - Level 4	1st Year	39,041	112	750.80
Group Training Officer	2nd Year	39,405	113.5	757.80
Group Training Officer	3rd Year	39,743	115	764.80
Group Training Officer - Level 5	1st Year	41,381	122	795.80
Group Training Officer	2nd Year	41,745	123.5	802.80
Group Training Officer	3rd Year	42,083	125	809.80
Group Training Officer - Level 6	1st Year	44,423	135	853.80
Group Training Officer	2nd Year	45,593	140	876.80
Group training officer	3rd year	46,659	145	897.80
Group Training Officer - Level 7	1st Year	47,829	150	919.80
Group Training Officer	2nd Year	48,895	155	940.80
Group Training Officer	3rd Year	50,065	160	962.80
Group Training Officer - Level 8	1st Year	52,405	170	1,007.80
Group Training Officer	2nd year	53,575	175	1,030.80
Group Training Officer	3rd Year	54,745	180	1,052.80

* % of Group Training Officer - Level 1 - 1st Year.

	Relativity %	Per Week \$
Special Managerial and Executive Officer - Level 1	160	962.80
Special Managerial and Executive Officer - Level 2	180	1,052.80
Special Managerial and Executive Officer - Level 3	200	1,142.80
Special Managerial and Executive Officer - Level 4	220	1,232.80
Special Managerial and Executive Officer - Level 5	240	1,322.80
Special Managerial and Executive Officer - Level 6	260	1,412.80
Special Managerial and Executive Officer - Level 7	280	1,502.80
Special Managerial and Executive Officer - Level 8	300	1,592.80

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

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

5.2.2 Salary increments

Other than Special Managerial and Executive Officer Classifications, which shall remain as specified at the time of appointment, unless varied in writing, all movements to the next highest salary increment point within a Level will be by way of annual increments subject to the officer having given satisfactory service for the prior 12 months in accordance with a staff development and appraisal system agreed to by the GTO and the Union.

Where an employer chooses not to implement a staff development and appraisal system, movement between category level salary points will occur at yearly intervals. Movement to a higher level within the scale will occur by way of promotion to a vacant position or reclassified position for which an officer is skilled and competent to perform the prescribed duties required of that position.

5.2.3 Nothing contained within this Award shall preclude any employer from paying any officer at a higher rate than that prescribed, provided that such payment does not contravene any ruling or decision of the Commission.

5.2.4 *All inclusive salary*

- (a) The salary rates prescribed in clause 5.2 for Special Managerial and Executive Officer classifications take into account the abnormal conditions and hours required and no other payments, allowances, commission or penalties prescribed by this Award are entitled to be paid unless provided for specifically.
- (b) In addition to the rates of pay prescribed in clause 5.2, salary packaging for Officers of Level 7, 3rd year and above may be agreed in accordance with clause 5.2.5. The rates for Levels 7, 2nd year and below do not take into account the abnormal conditions and hours and Field Officers are entitled to all other payments, commission or penalties prescribed by this Award unless provided for specifically.

5.2.5 *Salary packaging* - Clause 5.2 of the Award shall not apply to Executive Officers, or GTO Officer Level 7, 3rd year and above, or to any other GTO Officer where provision is made for salary packaging for all staff under the terms of a localised agreement and such officers elect to enter into an agreement under the prescribed provisions.

The salary rates prescribed herein for Executive Officers may be taken by means other than money by an arrangement that complies with current taxation rules. Further, the terms and conditions of such package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this Award and shall be subject to the following provisions:

- (a) the agreement, the terms and conditions of which shall be in writing and signed by both the employer and employee, shall detail the components of the total remuneration package for the purpose of this agreement and for the purpose of complying with this Award;
- (b) a copy of the agreement shall be made available to the employee;
- (c) the employee and the Union shall be entitled to inspect details of payments and transactions made under the terms of this agreement and for this purpose, where such details are maintained electronically, shall be provided access to a computer terminal;
- (d) the configuration of the remuneration package shall remain in force for the period agreed between the employer and employee; and
- (e) where at the end of the agreed period, the full amount allocated to a specific benefit has not been utilised by agreement between the employer and the employee, any unused amount may be carried forward to the next period or paid as salary which will be subject to the usual taxation requirements;
- (f) the salary for superannuation purposes shall be the salary as provided in clause 5.2.4.

5.2.6 *Special Managerial and Executive Officer salary determination formula*

- (a) The Board of the GTO will decide on the hierarchal structure of the organisation for the purposes of determining relativities of rates of pay for Special Managerial and Executive Officer classifications in accordance with the employee's qualifications, skills, competencies and responsibilities of the position.
- (b) The GTAQ&NT and GTO shall at the commencement of operation of the Award and on the first day of July in each year thereafter review the salaries of all employees who are classified and paid in accordance with the Special Managerial and Executive Officer classifications shown in clause 5.2.

Subject to the officer having given satisfactory service for the previous 12 months, the officer's salary may be adjusted in accordance with the prescribed formula shown in clause 5.2.6(c) effective as from the first pay period in the new financial year.

- (c) The appropriate salary level for Special Managerial and Executive Officer classifications shall be determined by summing the scores achieved in each of the separate criteria categories (i), (ii), (iii), (iv), (v) and (vi) and applying the total score to the cumulative points score table as shown in clause 5.2.6(d).

Criteria:

- (i) Annual revenue (from all sources)

\$ Million

Category Determination Score

0 - 0.75

1

Over 0.75 to 1.5	2
Over 1.5 to 2.25	3
Over 2.25 to 3.0	4
Over 3.0 to 3.75	5
Over 3.75 to 4.5	6
Over 4.5 to 5.25	7
Over 5.25	8

(ii) Gross annual salary/wages (total paid by GTO and host employers to all employees of the GTO)

\$ Million	Category Determination Score
0 to 0.75	1
Over 0.75 to 1.5	2
Over 1.5 to 2.25	3
Over 2.25 to 3.0	4
Over 3.0 to 3.75	5
Over 3.75 to 4.5	6
Over 4.5 to 5.25	7
Over 5.25	8

(iii) Employee levels - apprentices

Total Numbers Carried as Clients	Category Determination Score
0 to 50	1
51 to 100	2
101 to 150	3
151 to 200	4
201 to 250	5
251 to 300	6
301 to 350	7
Over 350	8

(iv) Employee Level - Trainees

Total Numbers Carried as Clients	Category Determination Score
0 to 50	1
51 to 100	2
101 to 150	3
151 to 200	4
201 to 250	5
251 to 300	6
301 to 350	7
Over 350	8

(v) Employee levels other than client apprentices and trainees

Total Numbers Carried	Category Determination Score
0 to 3	1
4 to 6	2
7 to 9	3
10 to 12	4
13 to 15	5
16 to 18	6
19 to 21	7
Over 21	8

(vi) Total Expenditure

\$ Million	Category Determination Score
0 - 0.75	1
Over 0.75 to 1.5	2
Over 1.5 to 2.25	3
Over 2.25 to 3.0	4

Over 3.0 to 3.75	5
Over 3.75 to 4.5	6
Over 4.5 to 5.25	7
Over 5.25	8

(d) Cumulative points score table

Level	Cumulative Score
1	6
2	7 to 12
3	13 to 18
4	19 to 24
5	25 to 30
6	31 to 36
7	37 to 42
8	43 to 48

- (c) Criteria (iii) and (iv) are to be adjusted in accordance with the formula specified in the table in clause 5.2.8 provided that Conditions (i) and (ii) are applicable to the GTO:

Conditions:

- (i) The population base within a 50 kilometre radius of the GTO is less than 150,000. Where the population exceeds 100,000 the adjustment factor shall be one.
- (ii) Where less than 10% of the combined total of apprentices and trainees are placed with host employers outside a radius of 50 kilometres from the GTO, in any quarter of the financial year, the adjustment factor shall be one.
- (iii) The maximum distance from the GTO for the purpose of table (B) in clause 5.2.8 shall be based on the location/s where, in total, at least 5% of the apprentices and/or trainees were employed by the GTO in any quarter of the financial year.

The formula has been developed to assist GTO Boards of Directors in the determination of appropriate salary packages which are fair and equitable, however, it should be noted that not all relevant factors have been taken into consideration and that a range of local issues may also need to be considered by each Board.

Scores will be determined each year utilising the GTO annual financial statement, Australian Bureau of Statistics latest available demographic data and internal documents pertaining to the placements of apprentices and trainees. The maximum permissible adjustment shall be 6 points.

The score shall be calculated and certified by a certified practising accountant.

5.2.7 Application of executive officer conditions - Employees of GTO's who as part of their duties perform functions as Managers but who are not classified as Special Managerial or Executive Officers, and are remunerated above the pay rate of GTO Officer Level 8c, shall for the purposes of this Award be regarded as being subject to the provisions applicable to Special Managerial and Executive Officers but shall not have their salary levels determined in accordance with the salary determination formula prescribed in clause 5.2.6(c) of the Award.

5.2.8 Special Managerial and Executive Officer Salary Determination Formula

Adjustment of criteria (c) and (d) having regard to more difficult operational conditions applicable to some GTO based on:

Population Base within a radius of 50 kilometres from the GTO area of operations constituted by the geographic area for the recruitment and training of apprentices and/or trainees.

The level of concentration of resources and apprentices/trainees within a radius of 50 kilometres from the GTO, within the total area of operations.

It is recognised that a realistic evaluation of a Group Training Organisation cannot be made unless the basic statistical scores in the specified categories are adjusted having regard to additional administrative and operational burdens imposed by the above factors.

The comparative ability of a GTO to gain placements with host employers and to provide appropriate level of supervision and training constitutes the basis of the adjustment formula.

Table (A) - Population Base (within 50 km radius of the GTO)

Population	10,000	20,000	30,000	40,000	50,000	60,000	70,000	80,000	90,000	100,000 & over
Factor	1.9	1.8	1.7	1.6	1.5	1.4	1.3	1.2	1.1	1

The adjusted value is to be calculated in increments of 1,000 persons representing 0.01 of 1 point.

E.g. Population of 17,000
Factor 1.83

Table (B) - Area of Operations (expressed as within radius of x kilometres from the GTO)

Distance	1000k & over	900k & over	800k & over	700k & over	600k & over	500k & over	400k & over	300k & over	200k & over	100k & over
Factor	2	1.9	1.8	1.7	1.6	1.5	1.4	1.3	1.2	1.1

Table (C) - Percentage of Apprentices or Trainees with host employers located outside a 50 kilometre radius from the GTC

Percentage	100	90	80	70	60	50	40	30	20	10
Factor	2	1.9	1.8	1.7	1.6	1.5	1.4	1.3	1.2	1.1

The adjusted value is to be calculated in increments of 1 per cent which represents 0.01 of 1 point.

E.g. 37% of Apprentices outside 50 km radius
Factor 1.37

5.2.9 Divisional and District parities

Employees employed outside the Eastern District of the Southern Division shall be paid the following amounts in addition to the wage rates prescribed by clause 5.2.1 for the Division or District in which they are located:

	Adults Per Hour \$	Adults Per week \$	Juniors Per Hour \$	Juniors Per week \$
Northern Division, Eastern District	0.0275	1.05	0.0140	0.53
Northern Division, Western District	0.0855	3.25	0.0430	1.63
Mackay Division	0.0235	0.90	0.0120	0.45
Southern Division, Western District	0.0275	1.05	0.0140	0.53

These amounts are payable for all purposes of this Award.

5.3 Allowances

5.3.1 *Higher duties* - An employee who is called upon to perform for a period of 3 days or more, all or a substantial portion of the duties and responsibilities of an employee of the GTO in a higher position, shall be paid the minimum rate of the category level prescribed for such higher position and shall receive authorised overtime at the minimum rate prescribed for the higher position, if applicable:

Provided that clause 5.3.1 does not apply to Executive Officers.

5.3.2 *Vehicle allowance* - Any employee authorised to use their own vehicle on GTO business, shall be paid for all actual kilometres travelled by the vehicle on GTO business and a minimum allowance as follows:

Vehicles up to 1.5 litres	45c per kilometre
Vehicles over 1.5 litres and up to 2.5 litres	55c per kilometre
Vehicles over 2.5 litres	60c per kilometre

or such allowance as is prescribed and varied from time to time by the Australian Taxation Department, whichever amount is the higher.

Clause 5.3.2 shall extend to Executive Officers who are required to utilise their own private vehicles, unless provided for specifically under the terms of the salary package clause 5.2.5.

- 5.3.3 *Meal allowance* - Any employee called upon to work overtime for more than two hours after the ordinary ceasing time shall be paid an allowance for a meal of \$9.60 or such sum equal to the current allowance fixed from time to time as a General Ruling by the Commission, or shall be supplied by the GTO with a reasonable meal in lieu of such payment, in respect of each meal break allowed during such overtime as provided for in clause 6.3:

Provided that clause 5.3.3 does not extend to Executive Officers.

- 5.3.4 *Camping allowance* - Where for the performance of the officer's duties it is necessary for an officer to live in a camp provided by the GTO, rather than be accommodated in a hotel, motel or guest house, either because there are no reasonable transport facilities to or from the officer's home or the alternative accommodation is located in excess of one hour, or 50 kilometres from the work site, such officer shall be paid a camping allowance of \$13.80 for each day (including Saturday and Sunday) the employee lives in the camp;

Clause 5.3.4 shall be read in conjunction with clause 8.4:

Provided that clause 5.3.4 does not apply to Executive Officers.

- 5.3.5 *Site allowances* - Site allowances shall not be granted on any site unless application has been made to the Commission and the Commission is satisfied that extraordinary disabilities exist that warrant compensation.

The Commission shall determine the quantum of that allowance and its duration. Site allowance shall not be payable for normal operations undertaken by employees covered by this Award.

- 5.3.6 *Wet work and foul conditions allowance*

- (a) Where employees are required to work in foul conditions or where their clothing becomes wet they shall be provided with suitable protective waterproof clothing. Waterproof footwear shall be provided to the employees by the employer. Foul conditions means any environment which exposes the officer to water, effluents, fumes and gases during the course of their duties.
- (b) Where such is not provided and an employee, in the performance of duties, works in areas either above or below ground and gets clothing wet, the employee shall be paid for any work performed under these conditions at the rate of time and a-half. Such payment shall continue until the employee finishes work for the day or is able to change into dry clothing.

- 5.3.7 *General disability allowance* - Except as herein provided, all other disability allowances shall be deemed to have been paid and allowed for as a component of the annualised salary for the classifications as shown in the wage rates detailed in clause 5.2.

5.4 Occupational superannuation

- 5.4.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible employees, as defined, shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.4.

- 5.4.2 *Contributions*

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

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

- (b) Regular payment - The employer shall pay such contributions to the credit of each such employee at least once each calendar month or in accordance with the requirements of the approved fund trust deed.
- (c) Minimum level of earnings - As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employee's ordinary time earnings, as defined, is less than \$450.00.
- (d) Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.

- (e) Other contributions - Nothing in clause 5.4 shall preclude an employee from making contributions to a fund in accordance with the provisions thereof.
- (f) Cessation of contributions - An employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.
- (g) No Other deductions - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund other than the remission of contributions as prescribed herein.

5.4.3 Definitions

- (a) "Approved fund" means a fund approved for the purposes of this Award by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by this Award. Such approved fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible employee" means any employee who has been employed by the employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 5.4.2 effective from the commencement of that qualifying period.
- (c) "Fund" means a superannuation satisfying the Commonwealth legislation for occupational superannuation funds and satisfying the superannuation fund conditions in relation to a year of income, as specified in the relevant Act and complying with the operating standards as prescribed by Regulations made under the relevant Act. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- (d) "Ordinary time earnings" means the actual ordinary rate of pay the employee receives for ordinary hours of work including shift loading, skill allowances and supervisory allowances where applicable. The term includes any overaward payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

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

- (a) Clerical Administrative Retail Employees Superannuation Plan (CARE).
- (b) Sunsuper.
- (c) Any named fund as is agreed to between the relevant employer/Union(s) parties to this Award as recorded in an approved Industrial Agreement.
- (d) In the case of a minority group of employees of a particular employer, any industry, multi-industry or other fund which has been approved in an award or an agreement approved by an Industrial Tribunal whether State or Federal jurisdiction and already had practical application to the majority of award employees of that employer.
- (e) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an employer who also belongs to that fellowship any fund nominated by the employer and approved by the Brethren.
- (f) Any Fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a fund cited in this Award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.
- (g) In relation to any particular employer, any other established Fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.4.2 on behalf of at least a significant number of that employer's employees covered by this Award as at 29 September 1989 and continues to make such contribution.
- (h) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.

- (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
- (ii) A person must not coerce someone else to make an agreement.
- (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (time and wage records) of the Act.
- (iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settlement procedure as contained in clause 3.1.

5.4.5 *Challenge of a fund*

- (a) An eligible employee being a member or a potential member of a fund, as well as the Union may by notification of a dispute challenge a fund on the grounds that it does not meet the requirements of clause 5.4.
- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.4, the Commission may in its discretion and subject to any recommendation, direction or order it may make, recognise any or all of the contributions previously made to that fund as having met the requirements or part thereof of clause 5.4.2 up to and including the date of that determination.
- (c) In the event of any dispute over whether any fund complies with the requirements of the clause, the onus of proof shall rest upon the employer.

5.4.6 *Fund selection*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clauses 5.4.4(c)(d), (e), and (g), shall be determined by a majority decision of employees.
- (b) Employees to whom clause 5.4 applies who are members of an established Fund covered by clause 5.4.4(g) shall have the right by majority decision to choose to have the contributions specified in clause 5.4.2 paid into a Fund as provided for elsewhere in clause 5.4.4 in lieu of the established Fund to which clause 5.4.4(g) has application.
- (c) The initial selection of a fund recognised in clause 5.4.4 shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under that clause where the long term performance of the fund is clearly disappointing.
- (d) Where this provision has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the Fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation of this provision.

5.4.7 *Enrolment*

- (a) Each employer to whom clause 5.4 applies shall as soon as practicable as to both current and future eligible employees:
 - (i) Notify each employee of the employee's entitlement to occupational superannuation.
 - (ii) Consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 5.4.4.
 - (iii) Take all reasonable steps to ensure that upon the determination of an appropriate fund, each eligible employee receives, completes, signs and returns the necessary application forms provided by the employer, to enable that employee to become a member of the fund; and
 - (iv) Submit all completed application forms and any other relevant material to the trustees of the fund.
- (b) Each employee upon becoming eligible to become a member of a fund determined in accordance with clause 5.4.7 shall:
 - (i) complete and sign the necessary application forms to enable that employee to become a member of that fund; and
 - (ii) return such forms to the employer within 28 days of receipt in order to be entitled to the benefit of the contributions prescribed in clause 5.4.2.

- (c) Where an employer has complied with the requirements of clause 5.4.7(a) and an eligible employee fails to complete, sign and return the application form within 28 days of the receipt by the employee of that form, then that employer shall:
 - (i) Advise an eligible employee in writing of the non-receipt of the application form and further advise the eligible employee that continuing failure to complete, sign and return such form within 14 days could jeopardise the employee's entitlement to the occupational superannuation benefit prescribed by clause 5.4.
 - (ii) In the event that an eligible employee fails to complete, sign and return such application form within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which completed and signed application form is received by the employer.
 - (iii) In the event that an eligible employee fails to return a completed and signed application form within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form is a pre-requisite to the payment of any occupational superannuation contributions.
 - (iv) At the same time as advising the eligible employee pursuant to clause 5.4.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the Secretary of the Union a copy of each letter forwarded by the employer to the eligible employee pursuant to clauses 5.4.7(c)(i) and 5.4.7(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form in accordance with clause 5.4.7(a)(iii) the employer shall be obliged to make contributions as from the date of operation of clause 5.4 or from the date an employee became an "eligible employee" if that occurs thereafter provided that an eligible employee completes, signs and returns to the employer an application form within 28 days of being provided with the application form by the employer. Where an eligible employee fails to complete, sign and return an application form within such period of 28 days the provisions of clause 5.4.7(c) shall apply.

5.4.8 Unpaid contributions

Subject to Chapter 11, Part2, Division 5 of the Act and to clause 5.4.5, where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.4.2 in respect of any eligible employee such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a Fund to be determined by the Commission under clause 5.4.4, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.4.8 excepting that resort to this provision shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

5.5 Payment of salaries

- 5.5.1 All salaries shall be paid weekly or as provided for by a localised agreement.
- 5.5.2 For the purpose of calculating the amount payable per week, the annual salaries prescribed shall be divided by 52.
- 5.5.3 The payment of salaries and allowances shall be made to officers by means of:
 - (a) Cash; and/or
 - (b) Electronic fund transfer to a bank, building society or credit union or other financial institution nominated by the officer receiving the salary or allowance where the electronic fund transfer is of such an amount as will ensure to the officer payment of salary and allowances in full at the place where payment is tendered: and/or
 - (c) Payment by cheque, draft or order redeemable immediately upon demand at a bank, building society, credit union or other financial institution nominated by the officer receiving the salary or allowance, where the cheque, draft or order is of such an amount of exchange as will ensure to the officer payment of salary and allowances in full at the place where such payment is tendered.
 - (d) Salaries payable to employees by electronic fund transfer shall be available for them to draw upon no later than two working days following the designated end of the GTO's normal pay period/work cycle:

Provided that in the case of a pay period/work cycle ending on a Thursday, such electronic fund transfer shall be available to draw upon by midday of the Friday immediately following.

5.5.4 Clause 5.5 does not apply to Executive Officers.

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

6.1 Hours of work

6.1.1 The ordinary working hours of all employees covered by this Award shall not exceed an average 38 hours per week exclusive of meal breaks and may be worked on any day of the week, Monday to Friday inclusive, between the hours of 7.00 a.m. and 7.00 p.m.

6.1.2 Provided such spread of ordinary daily working hours may be altered as to all or a section of employees with respect to a special project or projects provided there is agreement between the GTO and the majority of employees involved, and agreed to in writing by the GTO and Union, as a localised agreement.

6.1.3 The ordinary starting and finishing times of various groups of employees or individual employees may be staggered, within the spread of hours shown in clause 6.1.1, provided that there is agreement between the employer and the majority of employees in the section or sections involved.

6.1.4 The ordinary hours of work prescribed herein shall not exceed 10 hours on any day, each day to stand alone:

Provided that where the ordinary hours are to exceed 7.6 on any day, the arrangement of hours shall be subject to the agreement of the GTO and the majority of employees in the section or sections concerned, and agreed to in writing by the GTO and Union, as a localised agreement.

6.1.5 Any employee required to work continuous shifts shall be notified in writing and be subject to the provisions of clauses 6.6 and 7.1 where relating to shift work.

6.1.6 *Hours of duty - Executive officers* - Nominal hours of duty for Executive Officers shall be 38 hours per week. The hours arrangements for Executive Officers, including time off in lieu, shall be by way of mutual arrangement between each individual Executive Officer and the employing GTO. It is expected that Executive Officers would work sufficient hours to effectively carry out the requirements of the position. However, should an Executive Officer feel that the hours of duty are excessive, objectively viewed over a 12 month period, the matter shall be discussed between the parties in accordance with the grievance and dispute settling procedure prescribed in clause 3.1.

6.2 Flexible working arrangements

6.2.1 Where the GTO and the majority of employees in a section or section involved agree, the provisions of clause 6.1 may be varied to provide employees with a 19 day month, 9 day fortnight, or such other flexible working arrangement suitable to the normal business operations of the GTO concerned.

All such agreements shall be formalised in writing by the GTO and Union as a localised agreement:

6.2.2 Clause 6.2 does not apply to Executive Officers.

6.3 Overtime

6.3.1 Any time worked before the ordinary starting or after the normal ceasing time on any one day which results in an excess of 40 hours in a one week period shall be deemed to be overtime. A component for compensation of the overtime penalty rate based on an average of 2 hours overtime per week has been included in the annualised salary shown in clause 5.2:

Provided that those employees engaged in the role of "Field Officers" may by mutual agreement with the GTO aggregate the 2 hours per week annualised overtime component provided that such aggregation does not exceed 24 hours in any one quarter.

6.3.2 All overtime except as herein provided shall be paid for at one and a-half times the ordinary rate for the first 3 hours and double time thereafter on Monday to Friday inclusive. All overtime worked on a Saturday shall be paid at time and one-half for the first 3 hours and double the ordinary rate thereafter with a minimum of 3 hours a day. All overtime on a Sunday shall be paid at double the ordinary rate with a minimum payment of 3 hours.

For the purposes of calculating clause 6.3.2 each day shall stand alone:

Provided that clause 6.3.2 shall not apply to any employee in receipt of a salary classification in excess of or equal to the third increment of Level 7. Such employee may upon claiming for overtime be given equivalent

time off in lieu of the time worked, to be taken at a mutually agreed time. All time so accrued shall be taken within 6 months of its accrual date or shall be immediately paid to the employee at the penalty rate which would have otherwise applied, except for this proviso.

6.3.3 Subject to mutual agreement between the employer and employee, an employee in receipt of a salary below Level 7 third increment who so requests, in writing, may be allowed time off duty in lieu of the overtime payment pursuant to clause 6.3.3 subject to the following conditions:

(a) the time allowed off duty shall be computed at the value of the appropriate penalty rate applicable to the overtime worked; and

(b) no employee shall be allowed to accumulate more than 5 working days' credit at any time; and

(c) all approved accumulated time must be taken within 6 months of such accrual or paid for.

6.3.4 An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day, so that there has not been at least 10 consecutive hours off duty for the employee between those times shall, subject to clause 6.3.4, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absences.

If, on the instruction of the employer, such employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double ordinary time until released from duty for such period, and shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

6.3.5 An employee recalled to work overtime after leaving the GTO's premises (where notified before or after leaving the premises), shall be paid for a minimum of 4 hours' work at the appropriate rate for each time the employee is so recalled, provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 4 hours, if the work to be performed is completed within a shorter period.

In the event of cancellation or postponement of such recall when an employee reports for duty the employee shall be paid the above minimum of 4 hours for each time so recalled.

Clause 6.3.4 shall not apply in cases where the overtime is continuous (subject to a meal break) with the completion or commencement of ordinary starting and ceasing times.

6.3.6 No employee shall work overtime unless authorised and instructed to do so by their immediate supervisor, except in the case of a genuine emergency, acceptable to the GTO.

6.3.7 Employees are expected to work a reasonable amount of overtime as and when required, provided, always that when possible the GTO shall advise the employee in advance of such requirement by giving 24 hours' notice.

6.3.8 The GTO shall on the first day of July of each year review that portion of overtime included as an element of the annualised salary to ensure that there is a fair and equitable sharing of overtime worked. Where an employee works overtime in excess of the 96 hours per year allowed as a component of the annualised salary by 5%, then such additional time shall be paid out at the rate of 1.5 times the employee's appropriate rate of pay:

Provided always that such payment shall not be made where the penalty has previously been paid at the time of working such overtime.

6.4 Meal breaks

6.4.1 Employees required to work 5 hours or more on each day shall be allowed an unpaid meal break each day of not less than 30 minutes and not more than one hour between the third and sixth hour worked after starting work. If the meal break is not given the employee shall be paid at double the ordinary rate for the period of the normal meal break.

6.4.2 Any employee who is required to continue working for more than one hour after the ordinary ceasing time shall be allowed 30 minutes for a meal after the first hour worked (and 20 minutes after each further 4 hours worked):

Provided in each case work is to continue thereafter. No deduction of pay shall be made for such meal breaks.

Provided that clause 6.4.2 does not apply to Executive Officers.

6.5 Rest pauses

- 6.5.1 All employees shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of their daily work. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary.
- 6.5.2 The rest pauses may be combined into one 20 minute rest pause to be taken in any ordinary working day and arranged with the taking of the meal break in such a way that the ordinary working day is broken into 3 approximately equal working periods.
- 6.5.3 Part-time employees and casual employees who work a minimum of 4 consecutive ordinary hours, but less than 7 consecutive ordinary hours on any one day shall receive a rest pause of 10 minutes' duration. Such employees who work a minimum of 8 consecutive ordinary hours (excluding the meal break) on any one day shall be entitled to a rest pause of 10 minutes' duration in the first half and the second half of the period worked.

6.6 Shift work

- 6.6.1 Shift work may only be worked by employees covered by this Award where agreement in writing has been reached between the GTO and the Union. Afternoon or night shift workers as defined below shall be paid a shift allowance of 15 % of their ordinary rate, in addition to their ordinary rate of pay shown in clause 5.2.
- 6.6.2 The ordinary working hours of shift workers in any shift roster cycle shall not exceed the number of ordinary hours of work to be performed by non-shift workers in the same classification over the same work cycle period and shall be inclusive of crib time.
- 6.6.3 The ordinary working hours of shift workers may be averaged over a period of one, 2, 3 or 4 fortnights, or in the instance of continuous shift work, such period as may be agreed between the employer and the majority of employees concerned and agreed to in writing by the GTO and the Union as a localised agreement.
- 6.6.4 Each rostered shift within the hours prescribed by clause 6.6.2 shall be of 7.6 hours' duration:

Provided that with agreement between the employer and the majority of employees concerned, shifts of more or less than 7.6 hours may be worked. Such localised agreement shall be formalised in writing between the GTO and the Union.

- 6.6.5 For the purposes of clause 6.6:

- (a) "Day shift" shall commence at or after 6.00 a.m. and before 12 noon.
- (b) "Afternoon shift" shall commence at or after 12 noon and before 6.00 p.m.
- (c) "Night shift" shall commence at or after 6.00 p.m. and before 6.00 a.m.

- 6.6.6 Shift work may not be worked for periods of less than 2 weeks.
- 6.6.7 A shift worker shall be granted a minimum 2 consecutive days off duty within each fortnightly period.
- 6.6.8 All time worked by shift workers outside or in excess of the ordinary working hours prescribed by clause 6.6.2 shall be deemed overtime and be paid for at the rate of double the ordinary time rate.
- 6.6.9 Where a shift worker is recalled to work overtime after completion of a normal rostered shift, such officer shall be provided with a minimum of 4 hours work or be paid for 4 hours at the overtime rate.

6.7 Wet weather

- 6.7.1 On an open to weather outdoor site, the representative of the GTO who is on-site and in charge of the work shall decide whether or not it is too wet to work.
- 6.7.2 The employees shall hold themselves in readiness to commence work at any time required by the representative of the GTO.
- 6.7.3 In the event that wet weather prevents the performance of work arranged, employees may be required to undertake any other duty within their competence until the work which was disrupted by wet weather can be resumed.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

- 7.1.1 Every employee (other than a casual employee) covered by this Award shall at the end of each year of their employment be entitled to annual leave on full pay as follows:
- (a) Not less than 5 weeks if employed on shift work where 3 shifts per day are worked over a period of 7 days per week; and
 - (b) Not less than 4 weeks in any other case.
- 7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.6) shall be paid for by the employer in advance:
- (a) In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Award, at that excess rate; and
 - (b) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.
- 7.1.3 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 leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due to them, their pay, calculated in accordance with clause 7.1.6, for 4 or 5 weeks as the case may be and also their ordinary pay for any public holiday occurring during such period of 4 or 5 weeks.
- 7.1.4 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 employment if they are an employee to whom clause 7.1.1(a) applies, and 1/12th of their pay for the period of their employment if they are an employee to whom clause 7.1.1(b) applies, calculated in accordance with clause 7.1.6.
- 7.1.5 Unless the employee shall otherwise agree, the employer shall give the employee at least 14 days' notice of the date from which such employee's annual leave shall be taken.

7.1.6 *Calculation of annual leave pay*

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

- (a) Shift workers - Subject to clause 7.1.6(c), the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
- (b) Leading hands, etc - Subject to clause 7.1.6(c), leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (c) All employees - Subject to the provisions of clause 7.1.6(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
 - (i) The employee's ordinary wage rate as prescribed by this Award for the period of the annual leave (excluding shift premiums and weekend penalty rates);
 - (ii) Leading hand allowance or amounts of a like nature;
 - (iii) A further amount calculated at the rate of 17.5% of the amounts referred to in clauses 7.1.6(a) and 7.1.6(b)
- (d) Clause 7.1.6(c) does not apply to:
 - (i) any period or periods of annual leave exceeding:
 - 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week;
 - 4 weeks in any other case; and
 - (ii) employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.2 Sick leave

7.2.1 Entitlement

- (a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer:

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

- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave for each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the number of hours which would have been worked by the employee if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

7.2.2 Employee must give notice

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

7.2.3 Evidence supporting a claim

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

7.2.4 Accumulated sick leave

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

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

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

7.2.5 Workers' compensation

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

7.3 Bereavement leave

7.3.1 Full-time and part-time employees

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

7.3.2 Long-term casual employees

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

7.3.3 "Immediate family" includes:

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

7.3.4 *Unpaid Leave*

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

7.4 **Family leave**

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

7.4.1 It is to be noted that:

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

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

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

7.5 **Long service leave**

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

7.6 **Public holidays**

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

7.6.2 All work done by any employee on:

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

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

7.6.3 *Labour day*

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

7.6.4 *Annual show*

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

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

7.6.5 Double time and a-half

For the purpose of clause 7.6, where the rate of wages is a weekly rate, "double time and a-half" means one and a-half day's wages in addition to the prescribed weekly rate or *pro rata* if there is more or less than a day.

7.6.6 All time worked on any of the aforesaid holidays outside starting and ceasing times prescribed by this Award for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by this Award for such time when worked outside the ordinary starting and ceasing times on an ordinary day.

7.7 Jury service

- (a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.
- (b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.
- (c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- (d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
- (e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

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

8.1 Travelling time

8.1.1 All time spent by an employee in travelling at the direction of the GTO during ordinary working hours shall be paid for at ordinary time rates of pay as shown in clause 5.2.

8.1.2 An employee directed to perform work at a location different from the usual workplace or territory shall be entitled to claim ordinary time payment for time spent in travelling outside normal rostered hours of work:

Provided that the employee shall be reimbursed by the GTO for all fares and reasonable expenses, including meal and accommodation expenses, incurred in such travel.

8.1.3 All time spent by an employee in travelling at the direction of the GTOs on week-ends and public holidays shall be paid at the appropriate penalty rate:

Provided further that clause 8.1.3 shall not apply where an employee, for personal reasons, elects to travel on week-ends, public holidays or rostered days off.

8.1.4 Where an employee while travelling is required to transport equipment or other employees in a conveyance supplied, or paid for, by the GTO and such employee is held to be in charge of the vehicle, its contents or passengers, then such employee shall be entitled to the appropriate overtime penalty rate provided in clause 6.3, for all time spent exercising such responsibility and duty of care, in excess and outside of the normal ordinary hours as provided for in clause 6.1:

Provided that such overtime is worked in accordance with clause 6.3.7.

- 8.1.5 Having due regard to the provisions of the *Workplace Health and Safety Act 1995* and its Regulations, employees shall not be required to travel excessive distances whilst driving a vehicle and in no case shall a single occupant vehicle be driven for more than 10 hours on any one day without the driver being accommodated at the GTO's expense and allowed to recuperate for a period of not less than 10 hours before resuming the journey.
- 8.1.6 In the case of a multiple occupant vehicle where the driving is shared, the time spent travelling on any one day shall not exceed 12 hours without the occupants being accommodated at the GTO's expense and allowed to recuperate for a period of not less than 8 hours before resuming the journey.

8.2 Conveyances

When an employee is required to commence or cease duty at a time when the employee's usual means of transport is not available, the GTO shall pay any reasonable additional amount incurred by that employee in travelling to or from the employee's home or lodgings. Such reasonable additional amounts shall include the provision of taxis in lieu of public transport when use of public transport would require the employee to leave home more than one-half hour earlier, or require the employee to travel in the dark.

8.3 Distant work accommodation

- 8.3.1 Where an employee is directed by the GTO to proceed to work at such a distance that the employee cannot return home each night, the GTO shall provide the employee with suitable board and lodging or shall pay the expenses reasonably incurred by the employee for board and lodging.
- 8.3.2 Suitable board and lodging means full board and lodging at a hotel, motel, guest house, or construction camp:
- Provided that board and lodging at public house hotels shall be an alternative to motel, private hotel or guest house accommodation only when the latter is unavailable.
- 8.3.3 Notwithstanding the provisions of clauses 8.3.1 and 8.3.2, the GTO may provide camping accommodation or a caravan when the job site is located in excess of half an hour's travelling time or is in excess of 50 kilometres from suitable board and lodging, as defined in clause 8.3.2.
- 8.3.4 Conditions applicable to living in camp or for camping out shall be as prescribed in clause 8.4.

8.4 Camping conditions

- 8.4.1 Where for the performance of his/her work it is necessary for an employee to live away from their usual place of residence by living in camp or other accommodation provided by the GTO, such employee shall be provided by the GTO with board and accommodation free of charge and without deduction from the employee's wages in accordance with clause 8.4.
- (a) The board and lodging shall be of a reasonable and sufficient standard.
- (b) Camping allowance - Such an employee shall be paid a camping allowance of \$13.80 for each day (including Saturday and Sunday) the employee lives in camp.
- (c) An employee who lives in a camp during the week and returns home for a week-end or part of a week-end but is not absent from the job for any of the ordinary working hours, shall be paid camping allowance for each of the employee's normal working days in that week.
- (d) An employee who returns home or is otherwise absent from camp for not more than 2 nights during such week but who does not absent themselves from the job shall nevertheless be deemed to live in camp during the week and shall be entitled to the allowance for each of the normal working days in that week.
- 8.4.2 Where an employee is required to live in camp for a period of 3 months or more at any one site, the standard of accommodation shall be the same as the minimum standards applicable from time to time to employees in Established Camps (of 3 months or more duration) covered by the Local Government Employees' (Excluding Brisbane City Council) Award - State 2003 as amended or replaced from time to time.
- 8.4.3 Where employees in the performance of their work have to camp out at the one site for a period of less than 3 months' duration, the GTO shall supply sufficient tent accommodation on each job to properly house the employees employed. Such accommodation shall be limited to tents and flies.
- (a) Suitable tents and flies, stretchers, camp and cooking utensils shall be supplied free of charge by the GTO and the erection of all such camps shall be done in the GTO's time.

- (b) Water and firewood - The GTO shall supply all necessary water to the employees at the camp and shall also supply a sufficient quantity of firewood for domestic purposes if water and firewood are not readily obtainable within 200 metres from the camp.
- (c) Efficient lighting shall be provided by means of kerosene pressure lamps, electric lights, or other lights. Lighting equipment shall be maintained in good order and condition and fuel shall be provided free of cost to the employee.
- (d) Showers - Showers of the bucket type, suitably screened, shall be provided by the GTO for the use of employees.
- (e) Refrigerators - Where the mess system is in operation, and a cook is employed, a refrigerator shall be supplied by the GTO.

8.4.4 Where there are 4 or more persons in the distant site working party, exclusive of the cook, a cook shall be supplied and paid by the GTO, and the cook shall pay their share of the mess account.

Where no cook is employed, a member of the party shall be delegated by the GTO to do any necessary cooking for the party, and shall be paid overtime rates as set out in clause 6.3 for all time worked in excess of the hours specified in clause 6.1.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

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

- (a) developing a more highly skilled and flexible work force;
- (b) providing employees with career opportunities facilitated through appropriate training to acquire additional skills to be utilised in the enterprise.

9.1.2 Following consultation with the employees concerned, the GTO will develop a training programme consistent with:

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

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

10.1 Uniforms, protective clothing and equipment

10.1.1 If the GTO directs an employee to wear a special uniform or protective clothing, such items shall be supplied to the employee or employees concerned by the GTO. Employees will be required to change into or out of uniforms in their own time, and launder and maintain the uniforms.

10.1.2 Protective clothing will be supplied on an as needs basis and the requirement to change into or out of such clothing will be in normal work time.

10.1.3 Such special uniforms or protective clothing will be replaced by the GTO on a condemnation basis.

10.1.4 Damage to items of clothing and equipment supplied by the GTO other than by fair wear and tear may require the employees to contribute to the items' replacement based upon normal depreciation formulas.

10.2 Amenities

Each GTO shall provide amenities as prescribed by the Queensland Workplace Health and Safety Regulations and Codes of Practice.

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

11.1.4 Discussions with employees

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

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

11.1.5 Conduct

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

11.2 Time and wages record

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of 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 an organisation of employees that has the right to represent the industrial interests of the employees concerned.

11.3.1 Documentation to be provided by employer

At the point of engagement, an employer to whom this Award applies shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by each employee.

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

11.3.2 Union delegates

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.3.3 Deduction of union fees

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

11.4 Posting Award and union information notices

Each GTO shall in each office or place of business conducted by it in which officers covered by this Award are employed, keep and make available for perusal by such officers during their own time a current copy of this Award. Further, the Union shall be permitted to post any official Union notices in each office or place of business on a general staff notice board provided by the GTO for that purpose.

Dated 17 November 2003.

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

Operative Date: 1 December 2003