

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**HOSPITAL EMPLOYEES AWARD - MOUNT OLIVET  
HOSPITAL - BRISBANE 2003**

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Hospital Employees Award - Mount Olivet Hospital - Brisbane 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 Hospital Employees Award - Mount Olivet Hospital - Brisbane 2003 as at 1 September 2010.

Dated 1 November 2010.

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

**HOSPITAL EMPLOYEES AWARD - MOUNT OLIVET  
HOSPITAL - BRISBANE 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Hospital Employees Award - Mount Olivet Hospital - Brisbane 2003.

**1.2 Arrangement**

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### **1.3 Date of operation**

This Award takes effect from 3 November 2003.

### **1.4 Award coverage**

This Award shall apply to the classes of employees for whom provision is made in clause 5.1 at the Mount Olivet Hospital at Kangaroo Point, Brisbane.

### **1.5 Definitions**

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

- 1.5.2 "Casual Employee" means an employee who is engaged by the hour and works less than 80 hours per fortnight.
- 1.5.3 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.4 "Dresser" means a person employed in surgical dressing and carrying out treatment under directions.
- 1.5.5 "Part-time" employee means an employee engaged on a regular basis other than as a Casual Employee and who works in accordance with a fortnightly roster for less than 76 hours per fortnight and not less than 16 hours per fortnight.
- 1.5.6 "Union" means The Australian Workers' Union of Employees, Queensland.

## **1.6 Parties bound**

This Award is legally binding upon the employees as prescribed by 1.4 and their employers, and the Union and its members.

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between the employer and employee/s in the enterprise is contingent upon the agreement being submitted to the Commission in accordance 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 Consultative mechanisms and procedures in the workplace**

- 3.1.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industries covered by this Award and to enhance the career opportunities and job security of employees in such industries.
- 3.1.2 At each facility, the employer, the employees and the Union commit themselves to establishing and/or continuing the consultative mechanism and procedures appropriate to the size, structure and needs of that facility. Measures raised by the employer, employees or Union for consideration consistent with the objectives of clause 3.1.1 shall be processed through that consultative mechanism and procedures.

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

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

- 3.2.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.2.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.2.5.

- 3.2.4 If the grievance or dispute is still unresolved after discussions listed in the clause 3.2.2, the matter shall, in the case of a member of the Union, be reported to the relevant officer of the Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.2.2 will not result in resolution of the dispute.
- 3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.2.8 All parties 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.
- 3.2.9 Any Order or decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.2.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

### **4.1 Employment categories**

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

Employment categories are:

- (a) full-time;
- (b) part-time (as defined in clause 1.5.5); or
- (c) casual (as defined in clause 1.5.2).

### **4.2 Part-time employees**

- 4.2.1 The employer may employ Part-time Employees in accordance with the following provisions:

- (a) A Part-time Employee means an employee, other than a Casual Employee as defined in clause 1.5.2, who is engaged as such on a fortnightly roster and who is employed with a minimum engagement of 16 hours per fortnight but less than 76 hours per fortnight.

#### *4.2.2 Hours of duty*

The hours of duty of Part-time Employees shall be worked in accordance with a fortnightly roster which shall show the starting and ceasing times and shall have a minimum engagement of 16 hours per fortnight but less than 76 hours per fortnight.

#### *4.2.3 Rates of pay*

Part-time Employees shall be paid an hourly rate equal to the appropriate weekly rate prescribed by the Award and divided by 38 and in addition shall be entitled to a *pro rata* payment of the shift premium where appropriate.

#### *4.2.4 Overtime*

- (a) Part-time Employees shall be entitled to overtime in accordance with clause 6.6 (Overtime).
- (b) Part-time Employees shall be entitled to payments in respect to annual leave, long service leave and all public holidays on which the employee would otherwise have worked, on the same basis as full-time employees on

a proportionate basis, calculated on the normal ordinary hours the employee would have worked in accordance with clause 4.2.2. Where a public holiday occurs during a period of the employee's annual leave, there shall be added to the employee's annual leave, an extra day for each such day so occurring if that day is normally a rostered day.

- (c) Part-time Employees who work a minimum of 4 consecutive ordinary hours on any day shall be entitled to a rest pause of 15 minutes' duration without loss of pay during the first 4 hours, and a further rest pause where up to 10 consecutive hours are worked on any one day. Such rest pause shall be taken at such times as will not interfere with the continuity of work where continuity in the opinion of the employer is necessary:

Provided that where 5 hours or more are worked, such employees shall be entitled to a meal break of not less than 30 minutes nor more than one hour to be taken between the 4th and 5th hour for which time shall not be paid.

- 4.2.5 Subject to the provisions contained herein all other provisions of the Award relevant to full-time employees shall apply to Part-time Employees.

### **4.3 Savings clause**

No employee to whom this Award applies, including a Casual Employee, shall be transferred by the employer to part-time employment or be terminated with a view to re-employment as a Part-time Employee without the consent of the employee.

### **4.4 Casual employment**

- 4.4.1 Casual Employees shall be paid 23% in addition to the ordinary rates of pay prescribed in this Award and shall be further entitled to any allowances applicable, based on *pro rata* on the number of hours worked in relation to the weekly/fortnightly ordinary hours of the relevant position.

### **4.5 Call-outs**

Any employee called out of bed to perform any duty shall be paid at the rate of double time for such duty, with a minimum payment of one hour.

### **4.6 Charges**

When an employee is called upon by the employer to reply to any charge the employee shall be furnished with particulars of the nature of the charge by notice in writing.

### **4.7 Two or more classes of work**

Where any person on any one day performs 2 or more classes of work to which a differential rate fixed by this Award is applicable, such person if employed for more than 4 hours on the class or classes of work carrying a higher rate, shall be paid in respect of the whole time during which the employee works on that day at the same rate, which shall be at the highest rate fixed by the Award in respect of any of such classes of work, and if employed for 4 hours or less on the class or classes of work carrying a higher rate, the employee shall be paid at such highest rate for 4 hours.

### **4.8 Incidental or peripheral tasks**

- 4.8.1 Arising out of the Decision of the State Wage Case of October 1989, and in consideration of the wage increases resulting from the first Structural Efficiency adjustment operative from March 1990, employees are to be available to perform a wider range of duties, including work which is incidental or peripheral to their main task or functions.

- 4.8.2 The assignment of incidental or peripheral tasks to an employee or a class of employees shall:

- (a) be consistent with the efficient performance of the employee's main tasks or functions;
- (b) be subject to the employee having the skills or competence to perform the initial tasks;

### **4.9 Anti-discrimination**

- 4.9.1 It is the intention of the parties to this Award to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *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.

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

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

4.9.4 Nothing in 4.9 is to be taken to affect:

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

(b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

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

##### *4.10.1 Statement of employment*

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

##### *4.10.2 Termination by employer*

(a) An employer may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

(b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

(c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

(e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

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

The notice of termination required to be given by an employee shall be one week, or payment forfeited in lieu thereof.

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

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

#### **4.11 Introduction of changes**

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

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

##### **4.11.2 *Employer's duty to consult over change***

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.11.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

#### **4.12 Redundancy**

##### **4.12.1 *Consultation before terminations***

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.12.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

##### **4.12.2 *Transfer to lower paid duties***

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.12.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.10.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.

(c) The amounts must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

#### 4.12.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.12.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

#### 4.12.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.12.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.12.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.12.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

#### 4.12.6 *Severance pay*

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

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

- (b) 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:



Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

#### *4.12.7 Superannuation benefits*

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

#### *4.12.8 Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.12.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### *4.12.9 Alternative employment*

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

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

Clause 4.12 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### *4.12.11 Employees exempted*

Clause 4.12 shall not apply:

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

#### *4.12.12 Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.12 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
  - (i) a company and the entities it controls; or
  - (ii) a company and its related company or related companies; or
  - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

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

- (a) The provisions of clause 4.12.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:

- (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter, and any prior transmitter, to be continuous service of the employee with the transmittee; or
- (ii) where the employee rejects an offer of employment with the transmittee:
  - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
  - (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

(b) The Commission may amend clause 4.12.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.12.14 Incapacity to pay

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

### 4.13 Trainees

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

### 4.14 Continuity of service - transfer of calling

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act as amended from time to time.

## PART 5 - WAGES AND WAGE RELATED MATTERS

### 5.1 Wages

5.1.1 The minimum rates of wages without board and lodging payable to the following classes of employees shall be:

Classification	Award Rate Per Week \$
Group I -	
Dressers-	
1st year	634.80
2nd year	639.10
3rd year	643.30
Thereafter	647.60
Orderlies-	
1st year	616.10
2nd year	622.00
Thereafter	626.60
Mortuary Attendant	642.50
Group II -	
Head Wardsperson	633.30
Wardsperson -	
1st year	616.10
Thereafter	622.00
Group III -	
Supervisors directed by the employer to control staff	633.30
Housemaids -	
1st year	616.10
Thereafter	620.70
Group IV -	
Head Cook	652.70
Cooks	638.50
Kitchenhands	618.70

Group V - Head Laundryperson/Head Seamstresses	633.30
Laundrypersons and Seamstresses - 1st year	616.10
Thereafter	620.70
Group VI - Head Gardener	633.30
Yardperson and all other adult employees - 1st year	612.90
Thereafter	618.70

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

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

#### 5.1.2 *Trainee entry*

- (a) Employees other than Head Cook or Cook during their first year of service with the employer will receive the appropriate rate of pay for their classification less \$2.50 per week during the first 3 months of employment.
- (b) However, should an employee be able to demonstrate competency acceptable to the employer at time of engagement, no deduction shall be made during the first 3 months of employment.

5.1.3 A wardsperson performing duties as a storeperson shall in addition to the wardsperson's wages as prescribed in clause 5.1.1 be paid remuneration at the rate of \$5.90 per week for the time during which such duties are actually performed.

#### 5.1.4 *Juniors* (not more than 2 to be employed in any hospital):

(a)

	Percentage of rate for 'all other adult employees - 1st year' %
Under 17 years of age	50
17 years and under 18 years of age	60
18 years and under 19 years of age	75

- (b) Junior rates shall be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple.

5.1.5 Where board and lodging are provided, not more than \$1.60 per week shall be deducted for board and 50c per week for lodging:

Provided that for juniors not more than \$1 per week shall be deducted for board.

## 5.2 **Payment of wages**

5.2.1 The payment of wages shall be paid directly into the employee's nominated account (E.F.T.). Any alternative arrangement of paying wages shall be at the discretion of the employer.

#### 5.2.2 *Rostered day off*

In the event that an employee by virtue of the arrangement of the employee's ordinary working hours is rostered off duty on a day that coincides with pay day, such employee shall be paid no later than the working day immediately following such pay day.

### **5.3 Allowances**

#### **5.3.1 *Laundry employees handling foul linen***

- (a) Laundry employees required to collect foul linen from the wards' chutes and wrap such linen into bundles;
- (b) Employees required to sort foul linen at the laundry;
- (c) Employees in charge of the washing machines in which foul linen is cold rinsed and boiled while still in the foul condition shall be paid \$5.20 per week in addition to the wages prescribed for laundry employees.

#### **5.3.2 *Afternoon and night shift allowances***

- (a) In addition to the rates of pay prescribed by clause 5.1.1 (Wages), employees whilst engaged on afternoon shift and night shift, shall be paid an additional penalty rate for each such shift as follows:

- (i) Afternoon shift 12.5% (or \$9.70 whichever is the greater)
- (ii) Night shift 15% (or \$9.70 whichever is the greater)

- (b) For the purposes of clause 5.3.2(a);

- (i) "Afternoon shift" means any shift finishing after 6.00 p.m. and at or before midnight;
- (ii) "Night shift" means any shift finishing after midnight and at or before 8.00 a.m.; and
- (iii) The percentage which is quoted shall be the amount which is payable for each shift in addition to the employee's ordinary time wage rate.

- (c) This allowance shall not apply to work performed on Saturday and Sunday and public holidays where extra payments apply for such work.

#### **5.3.3 Where the services of an employee are likely to be required outside ordinary working hours and such employee is instructed to be available on call during the employee's period off duty in any week, the employee shall be paid \$4.00 in addition to the employee's ordinary weekly wage:**

Provided that in the event of the employee being called out during their period off duty, they shall receive payment for not less than 2 hours at overtime rates.

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

### **6.1 Hours**

#### **6.1.1 Except as hereinafter provided by mutual agreement between the employer and the Union, the ordinary hours exclusive of meal times, shall not exceed 8 hours per day or 76 hours per fortnight.**

#### **6.1.2 Each employee shall be allowed 2 consecutive days off each week:**

Provided that in lieu of 2 whole days off each week, an employee may be allowed, in each fortnightly period, either one day off in one week and 3 consecutive days off in the other week, or 4 consecutive days off.

#### **6.1.3 A fortnightly roster setting out the employees' days off duty and starting and finishing times on such days shall be displayed in a place conveniently accessible to employees at least 3 days before the commencement of each fortnight.**

#### **6.1.4 Night shift workers shall work the same number of hours in unbroken shifts as day workers and the period of night duty shall not exceed 4 weeks in any one period and every employee coming off night duty shall have 24 hours' leave before again resuming duty. Unless agreed otherwise, no employee shall be rostered to again do night duty until the employee has worked a period of at least 4 weeks on day work.**

#### **6.1.5 The ordinary hours of work shall not exceed 8 hours on any day:**

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

6.1.6 Where shifts of 10 hours per day are rostered for work, employees working such hours shall not be rostered for work on more than 4 consecutive days without a break of at least 3 days off.

6.1.7 *Ten hour break between duty periods*

Employees shall be allowed a break of not less than 10 hours between the termination of one duty period and the commencement of another duty period:

Provided that in lieu thereof, such break shall not be less than 8 hours in any of the following circumstances:

- (a) to permit changes of shift rosters;
- (b) in any other case agreed upon by the employee and the employer.

Where agreement has been reached between the employer and the employee to reduce the 10 hour break between duty periods to an 8 hour continuous break, due consideration shall be given to recognise that fatigue prevention must be, at all times, paramount to ensure that standards of care are not reduced.

**6.2 Operation of 38 hour week**

6.2.1 (a) As from 3 January, 1994, and subject to clause 6.3 (Implementation of a 38 Hour Week), and subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week, to be worked on one of the following bases:

- (i) 38 hours within a cycle not exceeding 7 consecutive days; or
  - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
  - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (iv) 152 hours within a work cycle not exceeding 28 days.
- (b) The ordinary hours of work shall not exceed 10 hours per day.
- (c) Where necessary, employees shall commence their ordinary hours and breaks at different times to ensure continuity of service.
- (d) The ordinary starting and finishing times may be altered to suit geographic, safety, climatic or traffic conditions by the employer with the agreement of the majority of employees concerned:

Provided further that any such altered starting and finishing time will not invoke any penalty payment that would not be payable if the Award spread of hours was observed.

- (e) Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.
- (f) Where a rostered day falls on a public holiday, the following day may be taken where practicable in lieu thereof or the employee and the employer may agree to an alternative day off duty as substitution.

6.2.2 *Pay averaging*

- (a) Employees shall be entitled to a week's wages in accordance with clause 5.1.1 (Wages) for each week of the cycle.
- (b) The entitlement to a rostered day off on full pay shall be subject to the following:
- (i) Each day of paid leave taken (not including annual leave, long service leave) and any public holiday occurring during any cycle of 4 weeks shall be regarded as a day worked for accrual purposes.
  - (ii) An employee who has not worked a complete 4 week cycle in order to accrue a rostered day off shall be paid to a *pro rata* amount for credits accrued for each day worked in such cycle payable for the rostered day off (i.e. an amount of 24 minutes for each 8 hour day worked or 2 hours for each 40 hours worked).

For the purposes of clause 6.2.2 "worked" includes paid leave referred to in clause 6.2.2 (b)(i).

6.2.3 *Sickness on a rostered day off which has resulted from the 19 day month work cycle*

Where an employee is sick or injured on the employee's rostered day off the employee shall not be entitled to sick pay nor shall the employee's sick pay entitlement be reduced as a result of this sickness or injury on that day.

### **6.3 Implementation of a 38 hour week**

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

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

6.3.2 Subject to the provisions of clause 6.3, employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.

6.3.3 Notwithstanding any other provision in clause 6.3, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the employee concerned, may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.

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

6.3.5 *Procedure for discussions - 38 hour week*

- (a) The employer and all employees concerned in each establishment shall consult over the most appropriate means of implementing and working a 38 hour week.
- (b) The object of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.3.
- (c) The outcome of such consultation shall be recorded in writing.
- (d) In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their relevant employee or employer organisation.
- (e) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour week is implemented from time to time.
- (f) After implementation of the 38 hour week, upon giving 7 days' notice, or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees concerned, utilising the provisions of clauses 6.1 (Hours), 6.2 (Operation of a 38 hour week) and 6.3 (Implementation of a 38 hour week).

### **6.4 Meal breaks**

Employees shall be allowed at least 30 minutes to eat their meals, which shall be of good quality and sufficient quantity.

### **6.5 Rest pauses**

Every employee covered by this Award shall be entitled to a rest pause of 15 minutes' duration in the employer's time in the 1st and 2nd 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.

Subject to the approval of the employer, the 2 rest pauses may be combined into one rest pause in the 1st half of the ordinary shift but excluding the night shift.

Alternatively one rest pause may be taken during the 1st half of the day shift with the shift finishing earlier by 15 minutes.

## **6.6 Overtime**

- 6.6.1 All time worked in excess of the ordinary working hours or outside of the spread of hours shall be deemed to be overtime and, except in the case of shift workers, shall be paid for at the rate of time and a-half for the first 3 hours on any one day and double time thereafter. All overtime worked by shift workers shall be paid for at the rate of double time.
- 6.6.2 Double time shall be paid for all work performed outside of the ordinary working hours or outside of the spread of hours on a Sunday or during a meal period. Such payments shall be in addition to the actual or ordinary weekly salary paid to each employee.
- 6.6.3 Subject to mutual agreement in writing between the employer and the employee, an employee may be compensated for working overtime in lieu of payment by being allowed time off at the following rate:
- (i) the first 3 hours of overtime in any one week may be taken at the rate of time worked for time taken;
  - (ii) any period in excess of 3 hours overtime in any one week may be taken off at a rate equivalent to the prescribed overtime penalty.
- 6.6.4 Should overtime in excess of 3 hours be consecutively worked on any one engagement, such excess overtime shall be taken or paid at the rate of double time:
- Provided that an employee shall be required to clear accumulated time off in lieu within 3 months of the overtime being performed. If the employer is unable to release the employee accordingly, or at the time of termination for any reason by either party, then the employee shall be paid for the overtime worked at the appropriate rate.
- 6.6.5 Subject to prior approval by the employer, an employee may be granted time off notwithstanding that such time has not been worked as overtime in accordance with clause 6.6.1.
- The employer shall pay the employee's wages as if the employee worked ordinary hours during such time off:
- Provided that the period of time off shall be made up in accordance with clause 6.6 through authorised overtime worked, within 4 weeks of the time off being taken, or the employees pay shall be reduced by the amount of such time off taken.
- 6.6.6 Employees other than shift workers required to work on the first rostered day off shall be paid at one and a-half times the ordinary rate for the first 3 hours and double time thereafter.
- 6.6.7 Employees other than shift workers required to work on the second rostered day off shall be paid at the rate of double time.
- 6.6.8 Shift workers required to work on a rostered day off shall be paid at the rate of double time.
- 6.6.9 All time worked by any employees during their usual meal period shall be deemed overtime and paid for at the rate of double time.
- 6.6.10 Any employee who is required to work overtime without having been so notified on the previous shift shall be supplied with a meal by the employer or shall be paid \$9.60 in lieu thereof. In the event of such overtime not being worked, any employee who has provided a meal in consequence of previous notice to work overtime, shall be entitled to and shall be paid, the sum of \$9.60 for such meal.

## **6.7 Week-end work**

### **6.7.1 *Extra payments for week-end work***

All time worked between midnight on Friday and midnight on Sunday up to and including 8 hours in any one shift shall be paid for at one and one-half times the ordinary rate.

Where more than 8 hours are worked in any one shift during the period, double ordinary rates shall be paid for all time in excess of 8 hours.

## **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 of 5 weeks, portion of such 5 weeks being in lieu of extra payment for work done on the public holidays mentioned in clause 7.6.1.

7.1.2 For the purposes of clause 7.1 "year of employment" shall mean and include any year of employment completed on or after 3rd December, 1973.

7.1.3 Such annual leave (subject to clause 7.1.4) 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 wages at a rate in excess of the ordinary wages payable under clause 5.1.1, at that excess rate; and
- (b) In every other case, at the ordinary time rate payable under clause 5.1.1 to the employee concerned immediately prior to that leave:

Provided that if any employee is dismissed or voluntarily leaves their employment before the completion of a full year of employment, the employee shall be allowed a monetary *pro rata* equivalent proportional to their period of service calculated in accordance with clause 7.1.4.

7.1.4 *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 7.1.4 (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, &c - Subject to clause 7.1.4 (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 clause 7.1.4 (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 clause 5.1.1 for the period of the annual leave (excluding shift premiums and week-end penalty rates);
  - (ii) Leading hand allowance or amounts of a like nature;
  - (iii) A further amount calculated at the rate of 17 1/2% of the amounts referred to in clauses 7.1.4(c)(i) and 7.1.4(c)(ii).
- (d) Clause 7.1.4(c) shall not apply to the following:
  - (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; or
    - 4 weeks in any other case.
  - (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 the employer.
- (b) This entitlement will accrue at the rate of 7.6 hours sick leave after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked by the employee if 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 the employer is not bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

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

#### 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; or
- (c) The employee's employment is terminated because of illness or injury and the employee re-employed by the employer without having been employed in the interim.

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

### **7.4 Long service leave**

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

## **7.5 Family leave**

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

7.5.1 It is to be noted that:

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

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

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

## **7.6 Public holidays**

7.6.1 All work done by any employee during their ordinary shifts on:

- the 1st January;
- the 26th January;
- 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 time and one-half the ordinary rates.

7.6.2 All work done by any employee on Easter Saturday (the day after Good Friday) shall be paid for at the rate of double time and a-half with a minimum of 4 hours.

7.6.3 *Labour Day*

All employees covered by this Award 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 actually works on such Labour Day, the 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 with a minimum of 4 hours.

7.6.4 *Annual show*

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

7.6.5 Casual Employees required to work on public holidays shall be paid at the rate of double time and a-half for all time worked.

7.6.6 Where an employee is rostered off on Easter Saturday, annual show day or Labour Day, the employee shall be paid an additional day's wage, or shall be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the employee concerned, or an extra day shall be added to the employee's annual leave, for each such day on which the employee is rostered off.

7.6.7 *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" shall mean one and a-half days wages in addition to the prescribed weekly rate or *pro rata* if there is more or less than a 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**

No provisions inserted in this Award relevant to this Part.

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

### **9.1 Commitment to training and careers**

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

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

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

### **10.1 Time book**

A time-sheet or time-book shall be provided, in which employees shall record their starting and ceasing time.

### **10.2 Rubber gloves**

Where considered necessary by the Medical Superintendent rubber gloves shall be provided for Dressers and wardspersons.

### **10.3 Uniforms**

Uniforms of good quality shall be provided free of charge to wardspersons and Dressers and also to any other employees who may be required to wear uniforms. All such uniforms shall be laundered at the expense of the employer. In the event of it becoming necessary to wear overcoats, such overcoats shall be provided by the employer free of charge.

### **10.4 Protective clothing**

Laundrypersons shall be provided with waterproof aprons or overalls, and suitable footwear if working in water, and employees whilst regularly working in the kitchen shall be provided with waterproof aprons.

Employees when required by the Medical Superintendent to enter isolation wards shall be provided with suitable gowns and caps.

Employees who are required to perform work which results in the boots of such employees becoming wet shall be supplied with suitable waterproof boots or shoes.

## **10.5 Accommodation**

Employees who are required to sleep on the premises shall be provided with good and proper sleeping accommodation.

## **10.6 Breakages**

Employees shall not be charged any sum nor shall any deduction be made from the wages of any employee in respect of breakages of crockery or other utensils, except in the case of wilful misconduct.

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

### *11.1.3 Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the 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 The employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

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

11.2.2 *The time and wages record must also contain:*

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

11.2.3 The employer must keep the record for 6 years.

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

### **11.3 Union encouragement**

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

#### *11.3.1 Documentation to be provided by employer*

At the point of engagement, the employer 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 the employee.

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

#### *11.3.2 Union delegates*

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

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

#### *11.3.3 Deduction of Union fees*

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

### **11.4 Posting of Award**

A copy of this Award shall be posted in a conspicuous place.

Dated 9 September 2003.

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

Operative Date: 3 November 2003