

## **HOSPITAL AND HEALTH SERVICE GENERAL EMPLOYEES (QUEENSLAND HEALTH) AWARD – STATE 2015**

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## **PART 1 - Title and Operation**

### **1. Title**

This Award is known as the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015*.

### **2. Operation**

This Award, made on 30 November 2015, operates from 1 March 2017.

### **3. Definitions and interpretation**

Unless the context otherwise requires, in this Award:

**accrued day off** means a day, other than a rostered days off, on which an employee is not rostered for duty as a result of time accrued under the method of working ordinary hours implemented in accordance with clauses 15.1 or 15.2

**Act** means the *Industrial Relations Act 2016*

**afternoon shift** means any shift commencing at or after 1200 and finishing after 1800

**chief executive** means the chief executive of the Department of Health

**classification level** comprises a minimum salary rate plus a number of paypoints in a particular stream through which employees will be eligible to progress

**Commission** means the Queensland Industrial Relations Commission

**continuous shift work** means work done by employees where the hours of work are regularly rotated in accordance with a shift roster covering a 24 hour per day operation over a 7 day week

**crib break** means a break, without loss of pay, which is taken in a way that does not interfere with the continuity of work

**day shift** means any shift worked as part of a non-continuous shift work system or a continuous shift work system which is not an afternoon shift or a night shift

**day work** means a single period of work (excluding a meal break) performed during the spread of ordinary hours which is not part of a non-continuous shift work or a continuous shift work system

**day worker** means a person who works day work

**department** means the Department of Health, and includes the work areas/units listed in Schedule 1 as amended from time to time

**directive** means a ruling, or part of a ruling, made under section 53 or section 54 of the *Public Service Act 2008*

**double rates** means one time in addition to the prescribed rate payable depending upon when the work is performed

**employee** means a person referred to at clause 4.1(a)

**employer** means:

- (a) the chief executive of the department; or
- (b) a hospital and health service,

in their capacity as the employer of employees covered by this Award

**generic level statement** means a broad, concise statement of the duties, skills and responsibilities indicative of a given classification level

**health service** has the same meaning as hospital and health service

**hospital and health service** means a hospital and health service established in accordance with the *Hospital and Health Boards Act 2011*

**increment** means for all employees an increase in salary from one paypoint to the next highest paypoint within a classification level

**majority of shift** means the day on which the major proportion of ordinary hours is worked where the starting and finishing times of that shift occur on different days

**night shift** means a shift commencing at or after 1800 or before 0600 the following day, at least 50% of which is worked before 0800

**non-continuous shift work** means work regularly rotated in accordance with a roster which prescribes 2 or more shifts (day, afternoon or night) per day, but does not cover a 24 hour per day operation over a 7 day week (see continuous shift work)

**paypoint** means the specific rate of remuneration payable to employees within a classification level

**public holiday** has the same meaning as that provided in Schedule 5 of the Act

**QES** means the Queensland Employment Standards contained in Part 3 of Chapter 2 of the Act

**rostered day off** means:

- for an employee whose ordinary hours of duty are Monday to Friday: Saturday and Sunday
- for an employee whose ordinary hours of duty include a Saturday and/or Sunday: one of the two days each week, or four days each fortnight, that the employee is not rostered for duty in accordance with clause 15.1(h). Depending on the working arrangements, a Saturday and/or Sunday may also be a rostered day off

**shift work** means work performed by an employee on day shift, afternoon shift or night shift, either solely or in any combination thereof, as part of a non-continuous shift work system or a continuous shift work system

**shift worker** means an employee who works shift work

**TOIL** means time off in lieu of payment for overtime

**union** means one of the industrial organisations of employees mentioned in clause 4.1(c)

## 4. Coverage

**4.1** This Award applies to:

- (a) those employees described in Schedules 2, 3, 4, 5 and 6 of this Award; and

- (b) (i) the chief executive of the department; and
  - (ii) each hospital and health service,
- in their capacity as the employer of employees covered by this Award; and
- (c) the following industrial organisations of employees:
    - (i) Queensland Services, Industrial Union of Employees;
    - (ii) The Australian Workers' Union of Employees, Queensland;
    - (iii) Together Queensland, Industrial Union of Employees;
    - (iv) Transport Workers' Union of Australia, Union of Employees (Queensland Branch); and
    - (v) United Voice, Industrial Union of Employees, Queensland,
- to the exclusion of any other award.

#### **4.2 Directives which apply to employees covered by this Award**

In addition to conditions of employment provided in this Award, Schedule 9 provides for entitlements under directives that:

- (a) have been extended to certain employees covered by this Award by the operation of Schedule 3 of the *Public Service Regulation 2008*; and
- (b) apply to employees, as a term of this Award, until 30 November 2017.

### **5. The Queensland Employment Standards and this Award**

This Award together with the QES provide for a minimum safety net of enforceable conditions of employment for employees covered by this Award.

### **6. Enterprise flexibility and facilitative award provisions**

#### **6.1 Enterprise flexibility**

- (a) As part of a process of improvement in productivity and efficiency, discussion should take place at an enterprise level 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.
- (b) The consultative processes established in an enterprise in accordance with clause 6.1 may provide an appropriate mechanism for consideration of matters relevant to clause 6.1(a). Union delegates at the place of work may be involved in such discussions.
- (c) Any proposed genuine agreement reached between the chief executive and employees in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 4 of the Act and is to have no force or effect until approval is given.

#### **6.2 Procedures to implement facilitative award provisions**

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

- (a) Facilitative award provisions can be negotiated between management and employees who are directly affected by such proposals or between management and the union depending on the particular award provisions.
- (b) Employees may be represented by their local union delegate/s and shall have the right to be represented by their local union official/s.
- (c) Facilitative award provisions can only be implemented by agreement.
- (d) In determining the outcome from facilitative provisions neither party should unreasonably withhold agreement.
- (e) Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the union depending upon the particular award provisions.
- (f) Where a provision refers to agreement by the majority of employees affected, all employees directly affected shall be consulted. This consultation shall be undertaken where practicable as a group, or in groups. Should the consultation process identify employees with specific concerns which relate to either equity or occupational health and safety issues, such concerns may be catered for on an individual basis subject to operational requirements.
- (g) Any agreement reached must be documented and shall incorporate a review period.
- (h) Where the agreement relates to either the working of ordinary hours on other than a Monday to Friday basis, the introduction of shift work or a change to the shift roster, the relevant union/s are to be notified in writing at least one week in advance of agreement being sought.

## **PART 2 - Dispute Resolution**

### **7. Dispute resolution**

#### **7.1 Prevention and settlement of disputes - Award matters**

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Award by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (b) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (c) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (d) In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures shall apply:
  - (i) the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
  - (ii) if the matter is not resolved as per clause 7.1(d)(i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who

shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;

- (iii) if the matter remains unresolved it may be referred to the employer for discussion and appropriate action. This process should not exceed 14 days;
  - (iv) if the matter is not resolved then it may be referred by either party to the Commission.
- (e) Nothing contained in this procedure shall prevent a union or the employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

## **7.2 Employee grievance procedures - other than Award matters**

- (a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- (b) The following procedure applies to all industrial matters within the meaning of the Act:
  - Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to solve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.
  - Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's union representative during the course of Stage 2.
  - Stage 3: If the grievance is still unresolved, the manager will advise the employer and the aggrieved employee may submit the matter in writing to the employer if such employee wishes to pursue the matter further. If desired by either party the matter shall also be notified to the relevant union.
- (c) The employer shall ensure that:
  - (i) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
  - (ii) the grievance shall be investigated in a thorough, fair and impartial manner.
- (d) The employer may appoint another person to investigate the grievance. The employer may consult with the relevant union in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.
- (e) If the matter is notified to the union, the investigator shall consult with the union during the course of the investigation. The employer shall advise the employee initiating the grievance, such employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.
- (f) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
  - Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.
  - Stage 2: Not to exceed 7 days.
  - Stage 3: Not to exceed 14 days.

- (g) If the grievance is not settled the matter may be referred to the Commission by the employee or the union.
- (h) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

An employee may be employed on a full-time, part-time or casual basis.

#### **8.1 Full-time employment**

A full-time employee is one who is engaged to work an average of 38 ordinary hours per week, unless 36.25 hours is specified elsewhere in this Award.

#### **8.2 Part-time employment**

- (a) A part-time employee is an employee who:
  - (i) is engaged to work a regular number of ordinary hours per fortnight up to 64 ordinary hours per fortnight; and
  - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than:
  - (i) 1/76th of the minimum fortnightly rate of pay for their classification where the ordinary hours of work are an average of 38 hours per week; and
  - (ii) 1/72.5th of the minimum fortnightly rate of pay for their classification where the ordinary hours of work are an average of 36.25 hours per week.
- (c)
  - (i) By mutual agreement with their employer, a part-time employee may elect to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hours so worked are to be taken into account in the *pro rata* calculation of all entitlements.
  - (ii) any such additional hours are to be treated as follows:
    - (A) day workers - additional hours worked within the spread of ordinary hours prescribed at clause 15.3 are to be paid for at the ordinary hourly rate;
    - (B) shift workers - to be paid for at the ordinary hourly rate.
- (d) Subject to clause 8.2(c) all time worked by a part-time employee in excess of the agreed hours on any one day, or in the case of a day worker, outside the spread of ordinary hours prescribed in clause 15.3, is to be paid at the appropriate overtime rate prescribed in clauses 18.2 or 18.3, as the case may be.



- (e) A part-time employee must be employed for no less than 8 ordinary hours per fortnight.
- (f) The minimum payment on any day when ordinary hours are worked shall be for 4 hours' work.
- (g) Part-time employees are eligible for payment of salary increments in accordance with the provisions of clause 12.9(a)(ii).

### **8.3 Casual employment**

- (a)
  - (i) A casual employee is an employee who is engaged and paid as such.
  - (ii) A casual employee cannot be employed to work more ordinary hours than are worked by an equivalent full-time employee each fortnight.
- (b) A casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (c) For each ordinary hour worked a casual employee shall be paid no less than:
  - (i) 1/76th of the minimum fortnightly rate of pay for their classification, where their ordinary hours of work are an average of 38 hours per week; or
  - (ii) 1/72.5th of the minimum fortnightly rate of pay for their classification, where their ordinary hours of work are an average of 36.25 hours per week,plus a casual loading of 23%.
- (d) Each casual engagement stands alone with a minimum payment as for 2 hours' work to be made in respect to each engagement.
- (e) The casual loading of 23% is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment. The loading constitutes part of the casual employee's salary for the purposes of calculating overtime, weekend penalties, public holiday and shift payments, where relevant.
- (f) The casual loading is payable in respect of all hours worked by a casual employee except for hours worked on a Sunday. For hours worked on a Sunday, a casual employee is to be remunerated at the rate of double time and will not be entitled to payment of the casual loading of 23%.
- (g) The method of calculating overtime and penalty rate payments for casual employees are as follows:
  - (i) weekend penalty - Saturday  
(ordinary rate + casual loading) x 1.5
  - (ii) weekend penalty - Sunday  
(ordinary rate) x 2  
Note: Casual loading is not payable on Sundays.
  - (iii) public holidays  
(ordinary rate + casual loading) x 2.5
  - (iv) overtime
    - (A) shift workers  
(ordinary rate + casual loading) x 2

- (B) other employees
  - (ordinary rate + casual loading) x 1.5 for the first 3 hours
  - (ordinary rate + casual loading) x 2 after 3 hours
- (v) afternoon and night shifts  
(ordinary rate + casual loading) + 15% of ordinary rate on hours that attract shift loading.
- (vi) early and late work (prior to 0600 and after 1800)  
A casual employee commencing their ordinary hours of duty prior to 0600 or finishing their ordinary hours of duty subsequent to 1800 shall be paid for the time so worked prior to 0600 or after 1800, respectively, at the same rate as prescribed in clause 8.3(g)(v).
- (h) Casual employees are eligible for payment of salary increments in accordance with the provisions of clause 12.9(a)(iii).
- (i) The long service leave entitlement of casual employees is recorded in clause 22.

#### **8.4 Probationary employment**

- (a) Except where the employer and an employee agree to a different period or no period of probation prior to commencement of employment, the engagement of a full-time or part-time employee will in the first instance be subject to a probationary period of 3 months duration. If a period of probation of longer than 3 months is agreed, it must:
  - (i) be agreed in writing; and
  - (ii) be a reasonable period having regard to the nature and circumstances of the employment.
- (b) The employer may terminate the employment of an employee who is on probation at any time during the probationary period.
- (c) Where an employee's service is considered satisfactory or where an employee's service exceeds the designated probationary period or agreed extension the employee's appointment will be deemed to be confirmed.

#### **8.5 Recognition of previous service**

- (a) An employee may seek to have their previous service recognised for the purposes of calculating any sick leave accumulation, long service leave entitlement and paid parental leave.
- (b) In calculating length of service, any period on probation which the employee has served must be included.

*Note: Where a directive about recognition of previous service and employment covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

#### **8.6 Anti-discrimination**

- (a) In fulfilling their obligations under this Award, the parties must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects. Discrimination includes:
  - (i) discrimination on the basis of sex, relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity,

sexuality and association with, or in relation to, a person identified on the basis of any of the above attributes;

- (ii) sexual harassment; and
- (iii) racial and religious vilification.

(b) Nothing in clause 8.6 is to be taken to affect:

- (i) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
- (ii) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Australian Human Rights Commission/Anti-Discrimination Commission Queensland.

## **9. Termination of employment**

### **9.1 Notice of termination by the employer**

Notice of termination by the employer is provided for in Division 13 of the QES. Clauses 9.2 to 9.6 supplement the QES provisions.

### **9.2 Notice of termination by an employee**

Unless otherwise agreed between the employer and an employee the notice of termination required by an employee, other than a casual employee, will be two weeks or two weeks' salary forfeited in lieu. If an employee fails to give the required notice the employer will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of salary for the period of notice not provided.

### **9.3 Notice cannot be offset**

In the absence of mutual agreement between the employer and the employee, annual leave or any part thereof cannot be considered as or nominated as notice for the purpose of giving notice of termination of employment.

### **9.4 Job search entitlement**

Where the employer has given notice of termination to an employee, for reasons other than redundancy, the employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

### **9.5 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.

### **9.6 Abandonment of employment**

- (a) The absence of an employee from work for a continuous period exceeding three days without the consent of the employer and without notification to the employer shall be *prima facie* evidence that the employee has abandoned their employment.
- (b) If, within a period of 14 days from their last attendance at work or the date of their last absence in

respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of their employer that they were absent for reasonable cause, they will be considered to have abandoned their employment.

- (c) Termination of employment by abandonment in accordance with clause 9.6 will operate as from the date of the employee's:
  - (i) last attendance at work; or
  - (ii) last absence in respect of which consent was granted by the employer; or
  - (iii) last absence in respect of which the notification was given to the employer by the employee, whichever is the latter.

## **10. Redundancy**

### **10.1 Redundancy pay**

Redundancy pay is provided for in Division 13 of the QES. Clauses 10.2 to 10.9 supplement the QES provisions.

*Note: Where a directive about redundancy and retrenchment covers an employee, the provisions of the directive apply to the employee to the extent it provide a more generous entitlement*

### **10.2 Consultation before termination**

- (a) Where an employer decides that the employer no longer wishes the job an employee/s 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/s directly affected and, where relevant, their union/s.
- (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 10.2(a) and shall cover the reasons for the proposed terminations and measures to avoid or minimise the terminations and/or their adverse effects on the employee/s concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employee/s concerned and, where relevant, their union/s, 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.
- (d) Notwithstanding the provision of clause 10.2(c), the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### **10.3 Transfer to lower paid duties**

- (a) Where an employee is transferred to lower paid duties by reason of redundancy 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 the redundancy pay provisions of the QES.
- (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.

#### **10.4 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

#### **10.5 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must 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 must at the request of the employer, produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) Clause 10.5 applies instead of clause 9.4 in cases of redundancy.

#### **10.6 Transmission of business**

- (a) Where a business is, whether before or after the date of commencement of this Award, transmitted from the 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 clauses 10.6 and 10.7, '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.

#### **10.7 Exemption where transmission of business**

The provisions of clause 10.6 are not applicable where a business is, before or after the date of commencement of this Award, transmitted from the employer (transmittor) to another employer (transmittee) in any of the following circumstances:

- (a) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or

- (b) where the employee rejects an offer of employment with the transmittee:
  - (i) 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
  - (ii) 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.

### **10.8 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.

### **10.9 Employees exempted**

Clauses 10.1 to 10.8 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to an employee engaged for a specific period or task/s; or
- (c) to a casual employee; or
- (d) to an employee with less than one year's continuous service, in which case the general obligation on the employer should be no more than to give the relevant employee 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 employee of suitable alternative employment.

## **11. Consultation - Introduction of changes**

### **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/s.
- (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.
- (c) Where the Award makes provision for alteration of any of the matters referred to in clauses 11.1(a) and (b) an alteration shall be deemed not to have significant effect.

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

- (a) The employer shall consult the employees affected and, where relevant, their union/s 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 ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 11.1.

- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union/s, 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.
- (d) Notwithstanding the provision of clause 11.2(c) the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

## **PART 4 - Minimum Salary Levels, Allowances and Related Matters**

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 7 (Supported Wage System) apply.)*

### **12. Classifications and minimum salary levels**

#### **12.1 Classification structure**

Employees covered by this Award are to be classified into one of four streams as follows:

(a) **Administrative stream**

- (i) The administrative stream comprises those roles, the duties of which apply to the functional areas identified in clause 12.1(a)(ii), the incumbents of which are required to possess a range of skills appropriate to the stream.
- (ii) The functional areas include administration, human resource management, finance, customer service, development and implementation of policy, information and advisory services.

(b) **Professional stream**

The professional stream comprises roles:

- (i) to which are attached a mandatory degree qualification or agreed equivalent as determined by the chief executive; and
- (ii) the duties of which reflect:
  - (A) a combination of practitioner and/or specialist responsibilities; or
  - (B) an identifiable specialisation/management in a profession.

(c) **Technical stream**

The technical stream comprises roles:

- (i) to which are attached a mandatory diploma, advanced diploma or agreed equivalent as determined by the chief executive; and
- (ii) the duties of which reflect:
  - (A) a combination of practitioner and/or specialist responsibilities providing direct assistance to, but on occasion acting in isolation from, other employees; and/or
  - (B) supervision of employees.

(d) **Operational stream**

The operational stream comprises those roles, the duties of which apply to various functional areas, the incumbents of which are required to possess a range of skills appropriate to this stream.

**12.2 Allocation to stream and classification levels**

- (a) Allocation of employees to the administrative, professional, technical and operational streams shall be in accordance with the indicative occupational groupings contained in Schedule 2.
- (b) Subject to the provisions of clauses 12.2(a) and 12.6, allocation of employees to classification levels within those streams shall be in accordance with the generic level statements contained in Schedules 3, 4, 5 and 6. These statements reflect the degree of complexity and responsibility of duties, skills and knowledge proceeding from the lowest to the highest classification levels. Their purpose is to provide an indication as to the classification level appropriate to any packaging of duties.
- (c) Where a new position is created and its allocation cannot be determined the matter may be discussed with the relevant employee/s and, where requested, their representative, and/or referred to the Commission for resolution.
- (d) Notwithstanding anything contained elsewhere in this Award, an applicant who is appointed to a position may, at the discretion of the relevant employer, be offered and appointed to any paypoint within a level based on recognition of skills, knowledge and abilities.

**12.3 Minimum salary levels**

(a) **Administrative stream**

The minimum salaries payable to employees within the Administrative stream, including employees under 21 years of age, are prescribed in the table below:

Classification Level		Relativity to Age 21 Rate %	Award Rate <sup>1</sup> Per Fortnight \$ <sup>2</sup>	Annual Salary <sup>3</sup> \$ <sup>2</sup>
<b>Level 1</b>	<b>1</b>	75	1,310	34,177
	<b>2</b>	80	1,398	36,472
	<b>3</b>	85	1,485	38,742
<b>Level 2</b>	<b>1<sup>4</sup></b>	100	1,747	45,577
	<b>2</b>		1,790	46,699
	<b>3</b>		1,835	47,873
	<b>4</b>		1,879	49,021
	<b>5</b>		1,923	50,169
	<b>6</b>		1,968	51,343
	<b>7</b>		2,017	52,622
	<b>8</b>		2,070	54,004
<b>Level 3</b>	<b>1</b>		2,204	57,500
	<b>2</b>		2,286	59,639
	<b>3</b>		2,366	61,727
	<b>4</b>		2,448	63,866
<b>Level 4</b>	<b>1</b>		2,590	67,571
	<b>2</b>		2,674	69,762
	<b>3</b>		2,757	71,927
	<b>4</b>		2,841	74,119



Classification Level		Relativity to Age 21 Rate %	Award Rate <sup>1</sup> Per Fortnight \$ <sup>2</sup>	Annual Salary <sup>3</sup> \$ <sup>2</sup>
<b>Level 5</b>	<b>1</b>		2,989	77,980
	<b>2</b>		3,073	80,171
	<b>3</b>		3,157	82,363
	<b>4</b>		3,240	84,528
<b>Level 6</b>	<b>1</b>		3,416	89,120
	<b>2</b>		3,495	91,181
	<b>3</b>		3,572	93,190
	<b>4</b>		3,651	95,251
<b>Level 7</b>	<b>1</b>		3,813	99,477
	<b>2</b>		3,903	101,825
	<b>3</b>		3,994	104,199
	<b>4</b>		4,083	106,521
<b>Level 8</b>	<b>1</b>		4,216	109,991
	<b>2</b>		4,296	112,078
	<b>3</b>		4,375	114,139
	<b>4</b>		4,453	116,174

Notes:

- <sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.
- <sup>2</sup> Rounded to the nearest dollar.
- <sup>3</sup> Annual salaries (fortnightly rate x 26.089) are for reference purposes only.
- <sup>4</sup> Identifies the minimum salary payable to an employee aged 21 years and over classified in the Administrative stream.

(b) **Professional stream**

The minimum salaries payable to employees within the Professional stream, including employees under 21 years of age, are prescribed in the table below:

Classification Level		Relativity to Age 21 Rate %	Award Rate <sup>1</sup> Per Fortnight \$ <sup>2</sup>	Annual Salary <sup>3</sup> \$ <sup>2</sup>
<b>Level 1</b>	<b>1</b>	74	1,346	35,116
	<b>2</b>	81	1,473	38,429
	<b>3</b>	89	1,619	42,238
	<b>4<sup>4</sup></b>	100	1,819	47,456
	<b>5</b>		1,891	49,334
	<b>6</b>		1,964	51,239
	<b>7</b>		2,045	53,352
<b>Level 2</b>	<b>1</b>		2,202	57,448
	<b>2</b>		2,320	60,526
	<b>3</b>		2,438	63,605
	<b>4</b>		2,557	66,710
	<b>5</b>		2,676	69,814
	<b>6</b>		2,794	72,893
<b>Level 3</b>	<b>1</b>		2,931	76,467
	<b>2</b>		3,018	78,737
	<b>3</b>		3,106	81,032
	<b>4</b>		3,193	83,302

Classification Level		Relativity to Age 21 Rate %	Award Rate <sup>1</sup> Per Fortnight \$ <sup>2</sup>	Annual Salary <sup>3</sup> \$ <sup>2</sup>
<b>Level 4</b>	<b>1</b>		3,394	88,546
	<b>2</b>		3,480	90,790
	<b>3</b>		3,565	93,007
	<b>4</b>		3,651	95,251
<b>Level 5</b>	<b>1</b>		3,813	99,477
	<b>2</b>		3,903	101,825
	<b>3</b>		3,994	104,199
	<b>4</b>		4,083	106,521
<b>Level 6</b>	<b>1</b>		4,216	109,991
	<b>2</b>		4,296	112,078
	<b>3</b>		4,375	114,139
	<b>4</b>		4,453	116,174

*Notes:*

- <sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.
- <sup>2</sup> Rounded to the nearest dollar.
- <sup>3</sup> Annual salaries (fortnightly rate x 26.089) are for reference purposes only.
- <sup>4</sup> Identifies the minimum salary payable to an employee aged 21 years and over classified in the Professional stream.

**(c) Technical stream**

The minimum salaries payable to employees within the Technical stream, including employees under 21 years of age, are prescribed in the table below:

Classification Level		Relativity to Age 21 Rate %	Award Rate <sup>1</sup> Per Fortnight \$ <sup>2</sup>	Annual Salary <sup>3</sup> \$ <sup>2</sup>
<b>Level 1</b>	<b>1</b>	74	1,346	35,116
	<b>2</b>	81	1,473	38,429
	<b>3</b>	89	1,619	42,238
	<b>4<sup>4</sup></b>	100	1,819	47,456
	<b>5</b>		1,891	49,334
	<b>6</b>		1,964	51,239
	<b>7</b>		2,045	53,352
<b>Level 2</b>	<b>1</b>		2,078	54,213
	<b>2</b>		2,149	56,065
	<b>3</b>		2,224	58,022
	<b>4</b>		2,299	59,979
	<b>5</b>		2,374	61,935
	<b>6</b>		2,448	63,866
<b>Level 3</b>	<b>1</b>		2,590	67,571
	<b>2</b>		2,658	69,345
	<b>3</b>		2,727	71,145
	<b>4</b>		2,794	72,893
<b>Level 4</b>	<b>1</b>		2,931	76,467
	<b>2</b>		3,023	78,867
	<b>3</b>		3,114	81,241

Classification Level		Relativity to Age 21 Rate %	Award Rate <sup>1</sup> Per Fortnight \$ <sup>2</sup>	Annual Salary <sup>3</sup> \$ <sup>2</sup>
<b>Level 5</b>	<b>1</b>		3,240	84,528
	<b>2</b>		3,334	86,981
	<b>3</b>		3,428	89,433
	<b>4</b>		3,522	91,885
<b>Level 6</b>	<b>1</b>		3,633	94,781
	<b>2</b>		3,723	97,129
	<b>3</b>		3,813	99,477

*Notes:*

- <sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.
- <sup>2</sup> Rounded to the nearest dollar.
- <sup>3</sup> Annual salaries (fortnightly rate x 26.089) are for reference purposes only.
- <sup>4</sup> Identifies the minimum salary payable to an employee aged 21 years and over classified in the Technical stream.

(d) **Operational stream**

The minimum salaries payable to employees within the Operational stream, including employees under 21 years of age, are prescribed in the table below:

Classification Level		Relativity to Age 21 Rate %	Award Rate <sup>1</sup> Per Fortnight \$ <sup>2</sup>	Annual Salary <sup>3</sup> \$ <sup>2</sup>
<b>Level 1</b>	<b>1</b>	66	1,153	30,081
	<b>2</b>	72	1,258	32,820
	<b>3</b>	77	1,345	35,090
	<b>4</b>	83	1,450	37,829
	<b>5</b>	89	1,555	40,568
	<b>6</b>	94	1,642	42,838
<b>Level 2</b>	<b>1</b> <sup>4</sup>	100	1,747	45,577
	<b>2</b>		1,792	46,751
	<b>3</b>		1,839	47,978
	<b>4</b>		1,885	49,178
	<b>5</b>		1,912	49,882
<b>Level 3</b>	<b>1</b>		1,913	49,908
	<b>2</b>		1,949	50,847
	<b>3</b>		1,986	51,813
	<b>4</b>		2,025	52,830
<b>Level 4</b>	<b>1</b>		2,106	54,943
	<b>2</b>		2,172	56,665
	<b>3</b>		2,237	58,361
	<b>4</b>		2,303	60,083
<b>Level 5</b>	<b>1</b>		2,362	61,622
	<b>2</b>		2,438	63,605
	<b>3</b>		2,514	65,588
	<b>4</b>		2,590	67,571
<b>Level 6</b>	<b>1</b>		2,700	70,440
	<b>2</b>		2,770	72,267
	<b>3</b>		2,841	74,119

Classification Level		Relativity to Age 21 Rate %	Award Rate <sup>1</sup> Per Fortnight \$ <sup>2</sup>	Annual Salary <sup>3</sup> \$ <sup>2</sup>
Level 7	1		2,973	77,563
	2		3,043	79,389
	3		3,114	81,241
Level 8	1		3,157	82,363
	2		3,240	84,528
	3		3,416	89,120
Level 9	1		3,495	91,181
	2		3,572	93,190
	3		3,651	95,251
Level 10	1		3,813	99,477
	2		3,903	101,825
	3		3,994	104,199
	4		4,083	106,521

Notes:

- <sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.
- <sup>2</sup> Rounded to the nearest dollar.
- <sup>3</sup> Annual salaries (fortnightly rate x 26.089) are for reference purposes only.
- <sup>4</sup> Identifies the minimum salary payable to an employee aged 21 years and over classified in the Operational stream.

**(e) Payment of salaries**

Salaries shall be paid fortnightly and may at the discretion of the chief executive be paid by electronic funds transfer.

**12.4 Work allocation**

An employee appointed to or relieving in a role within a classification level may be allocated and subsequently reallocated to any role within that particular classification level.

**12.5 Incidental and peripheral tasks**

An employer may direct an employee to carry out duties that are within the particular employee's skill, competence and training provided:

- the direction does not affect the employee's entitlement to higher or other duties allowances provided in this Award; and
- all such directions are consistent with the employer's responsibilities to provide a safe and healthy working environment.

**12.6 Recognition of qualifications**

- An employee appointed to the administrative stream who has satisfied examination requirements for a degree or other post-secondary qualification acceptable to the chief executive shall be paid not less than classification level 2, paypoint 7.
- An employee appointed to the professional or technical stream who has obtained the prerequisite qualifications for that stream shall be paid not less than classification level 2, paypoint 1 in that stream.

### **12.7 Movement between classification levels - general**

- (a) Except as provided below, movement between classification levels will be based on appointment on merit to advertised vacancies.
- (b) Annual increments will continue to apply in accordance with the relevant provisions of clause 12.9 to employees moving between classification level 1 and classification level 2 of the administrative stream.
- (c) Movement of employees from level 2 to level 3 within the professional and technical streams will be subject to:
  - (i) the employee concerned having served at least 12 months on the maximum salary prescribed for a level 2 employee; and
  - (ii) a recommendation from a selection panel that the applicant is worthy of promotion. The merit of the applicant is to be evaluated in relation to the prescribed criteria (see clause 12.8) through:
    - (A) an assessment of a written application from the applicant; and
    - (B) an interview of the applicant; and
    - (C) a certificate addressing the prescribed criteria, from the director of the division or branch in which the employee is working or a senior employee knowledgeable in the employee's capabilities, that the employee is worthy of promotion based on assessment of the employee.
- (d) Subject to clause 12.2(d), an existing employee appointed to a position at a higher classification level within the same stream shall be appointed to the first paypoint of the higher classification level.

### **12.8 Prescribed criteria for movement between classification levels**

#### **(a) Professional stream**

Applicants for movement within the professional stream from level 2 to level 3 shall be assessed by a selection panel on the following criteria:

- (i) demonstrated professional expertise in one or more areas of a discipline as shown by:
  - (A) detailed knowledge of standard professional tasks;
  - (B) examples of modifications to standard procedures and practices and contributions to the development of new techniques and methodologies;
  - (C) professional contribution relevant to the discipline at a local level;
- (ii) possession of postgraduate qualifications or postgraduate developmental experience through attendance at specialist seminars or in-service presentations relevant to the discipline;
- (iii) evidence of recognition by peers, industry or other client groups as shown by one or more of the following (the activities used as evidence will vary with the discipline of the applicant):
  - (A) original in-service presentations;

- (B) published papers;
  - (C) active involvement in conferences and seminars;
  - (D) consultancies;
  - (E) recognition as a resource person who collects, collates and imparts knowledge in a particular area;
  - (F) preparation of significant internal reports; and
- (iv) demonstrated levels of performance and innovation through:
- (A) a history of satisfactory performance;
  - (B) demonstrated high levels of efficiency and effectiveness;
  - (C) demonstrated high level of responsibility and initiative.

(b) **Technical stream**

Applicants for movement within the technical stream from level 2 to level 3 shall be assessed by a selection panel on the following criteria:

- (i) demonstrated technical expertise in one or more areas of a discipline as shown by:
- (A) detailed technical knowledge and experience;
  - (B) high levels of accuracy and precision in undertaking procedures;
  - (C) technical contribution at a local level;
- (ii) possession of higher technical qualifications or developmental experience through attendance at specialist seminars or in-service presentations relevant to the discipline;
- (iii) evidence of recognition by peers, industry or other client groups as shown by one or more of the following (the activities used as evidence will vary with the discipline of the applicant):
- (A) original in-service presentations;
  - (B) published papers;
  - (C) active involvement in conferences and seminars;
  - (D) consultancies;
  - (E) recognition as a resource person who collects, collates and imparts technical knowledge in a particular area;
  - (F) preparation of significant internal reports; and
- (iv) demonstrated levels of performance and innovation through:
- (A) a history of satisfactory performance;

- (B) demonstrated high levels of efficiency and effectiveness;
- (C) demonstrated high level of responsibility and initiative.

### 12.9 Movement within classification levels - increments

Movement within classification levels is based on meeting the following requirements:

- (a) Except in the case of an employee who is paid the prescribed base salary on attaining the age of 21 years or in the case of a promotion, or transfer and promotion from one classification level to another, an increase is not to be made to the salary of any employee until:
  - (i) in the case of a full-time employee, the employee has received a salary at a particular classification and paypoint for a period of 12 months;
  - (ii) in the case of a part-time employee:
    - (A) the employee has received a salary at a particular classification and paypoint for a period of at least 12 months; and
    - (B) the employee has worked 1,200 ordinary hours in such classification;
  - (iii) in the case of a casual employee with 12 months continuous service with the same employer:
    - (A) the employee has received a salary at a particular classification and paypoint for a period of at least 12 months; and
    - (B) the employee has worked 1,200 ordinary hours in such classification.

For the purpose of clause 12.9(a)(iii), **continuous service** for a casual employee is considered to be broken if more than 3 months, excluding any public holidays, has elapsed between the end of one employment contract and the start of the next employment contract.

- (b) Notwithstanding anything contained elsewhere in this Award, an employee is not entitled to move to the next salary increment level by virtue of the Award unless:
  - (i) in the case of employees in classification levels 1 and 2 of the **administrative, professional and technical** streams and classification levels 1, 2 and 3 of the **operational** stream, the conduct, diligence and efficiency of the employee has been certified by the employer to have been and to be satisfactory;
  - (ii) in the case of employees in all other classification levels, performance objectives have been achieved as certified by the employer.

*Note: Where a directive about transfer within and between classification levels and systems covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

### 12.10 Performance of higher duties

- (a) An employee directed to temporarily fill a position for more than three consecutive working days at a higher classification level within the same stream shall be paid extra remuneration at the first paypoint of the classification level of the position being temporarily filled.
- (b) An employee directed to temporarily fill a position for more than three consecutive working days at a classification level within a different stream as determined by this Award shall be paid extra

remuneration either:

- (i) at the first paypoint of the classification level of the position being temporarily filled; or
- (ii) at the next highest paypoint above their existing salary level, within the classification level of the position being temporarily filled,

whichever is higher.

- (c)
  - (i) Where a relieving employee meets their performance objectives attached to the higher level, the employee is entitled to move to the next paypoint within the higher classification level until either the period of temporary relief ceases, when reversion to the employee's normal paypoint will occur, **or** another 12 months' performance appraisal and development cycle has been completed.
  - (ii) In such case, the employee will be entitled to progress through the paypoints within the higher classification level.
- (d) Notwithstanding the provisions of clauses 12.10(a), (b) and (c), an employee in the operational stream at classification level 1 or 2 who is directed to temporarily fill a classification level 3 position in the operational stream shall be paid at classification level 3, paypoint 1 for the actual period of relief to the nearest quarter of an hour, where:
  - (i) the relief is being undertaken because of emergent circumstances in order to undertake one or more of the following duties for a period of 2 hours or more on any one day:
    - (A) cooking for patients;
    - (B) assisting with post-mortems, in surgery, anaesthetics or plastering;
    - (C) undertaking duties associated with menu monitoring or dietary advice;
    - (D) undertaking fire protection and/or security officer roles; and
  - (ii) the classification level 3 position is not a supervisory position.

### **12.11 Salary sacrifice arrangements**

- (a) Eligible employees covered by this Award may participate in salary sacrifice arrangements as determined by the chief executive to the extent allowed by the relevant Commonwealth legislation.
- (b) The administrative processes to accommodate salary sacrifice arrangements shall be established by the chief executive and may be varied from time to time as required, for example to reflect changes in the relevant Commonwealth legislation or changes in procedures adopted by a particular salary packaging bureau service.
- (c) The following principles will apply where employees avail themselves of salary sacrifice arrangements:
  - (i) there will be no additional costs incurred by the employer, either directly or indirectly;
  - (ii) as part of the salary sacrifice arrangements, the costs for administering the package via a salary packaging bureau service, and including any applicable Fringe Benefits Tax (FBT), will be met without delay by the participating employee;
  - (iii) there will be no additional increase in superannuation costs or to FBT payments made by



- the employer that would not otherwise be payable had the employee not engaged in salary sacrifice arrangements;
- (iv) the employee may cancel any salary sacrificing arrangements by giving one month's notice of cancellation to the employer, and similarly the employer will give the employee one month's notice of termination;
  - (v) employees should obtain independent financial advice prior to taking up salary sacrifice arrangements; and
  - (vi) there will be no significant additional administrative workload or other ongoing costs to the employer.
- (d) Where the employee has elected to sacrifice a portion of the payable salary:
- (i) subject to Australian Tax Office requirements, the sacrificed portion will reduce the salary subject to appropriate tax withholding deductions by the amount sacrificed;
  - (ii) any allowance, penalty rate, overtime, weekly workers' compensation benefit, or other payment, to which an employee is entitled under an industrial instrument, Act or Statute which is expressed to be determined by reference to the employee's salary, will be calculated by reference to the gross salary which the employee would receive if not taking part in salary sacrifice arrangements;
  - (iii) salary sacrifice arrangements will be maintained during all periods of leave on full pay, including the maintenance of cash and non-cash benefits; and
  - (iv) the employee's salary for superannuation purposes and severance and termination payments will be the gross salary which the employee would receive if not taking part in salary sacrifice arrangements.
- (e) For the purposes of this clause **eligible employees** means full-time, part-time and long-term casual employees as defined in the Act.

### 13. Allowances

#### 13.1 Broken shift

All employees engaged on shifts in which the ordinary hours of duty are subject to a break in continuity other than for the purposes of meal breaks and rest pauses must be paid an additional \$4.30 per shift for each shift so worked.

#### 13.2 Divisional and District parities

- (a) In addition to the rates of wages set out in this Award the following weekly amounts shall be paid to employees employed in the Divisions and Districts referred to hereunder:

Division and District	Per week \$
Northern Division, Eastern District	1.05
Northern Division, Western District	3.25
Mackay Division	0.90
Southern Division, Western District	1.05

- (b) Divisions:
- (i) 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 from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees 30 minutes of south latitude; then from that latitude due west to the western border of the State.

- (ii) Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees of south latitude; then from that latitude due east to the sea coast; then from the sea-coast northerly to the point of commencement.
  - (iii) Southern Division - That portion of the State not included in the Northern or Mackay Divisions.
- (c) Districts:
- (i) 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.
  - (ii) 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 from that longitude due north to 25 degrees of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

### 13.3 Foul linen allowance

- (a) An employee who is:
  - (i) a laundry employee required to collect foul linen from the ward chutes and wrap such linen into bundles; and/or
  - (ii) required to sort foul linen at the laundry; and/or
  - (iii) in charge of the washing machines in which foul linen is cold rinsed and boiled while still in a foul condition; and/or
  - (iv) required to handle linen of a foul nature other than linen bagged or packed in containers,shall be paid an additional \$1.43 per day or part thereof.
- (b) For the purpose of clause 13.3 the term **foul linen** means foul linen which has not previously been rinsed or washed outside the laundry.

### 13.4 Grease trap allowance

An employee engaged in cleaning of grease traps shall be paid an extra \$1.02 per day while so engaged.

### **13.5 Live sewerage work**

An employee who is required to work repairing sewerage installations or servicing a sewerage plant and comes in contact with live sewerage shall be paid at the rate of time and one-half while so engaged, with a minimum payment as for 4 hours' work.

### **13.6 Motor vehicle allowance**

- (a) Where an employer requires an employee to use their own vehicle in or in connection with the performance of their duties, the employee shall be paid an allowance for each kilometre of authorised travel as follows:
  - (i) motor vehicle - \$0.77 per kilometre; and
  - (ii) motorcycle - \$0.26 per kilometre.
- (b) An employer may require an employee to record full details of all such official travel requirements in a log book.

*Note: Where a directive about motor vehicle allowances covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

### **13.7 Overtime meal allowances and meal breaks**

- (a) An employee required to work overtime for more than one hour before the ordinary starting time or more than one hour after ordinary ceasing time shall be provided with an adequate meal at the employer's expense or paid a meal allowance of \$12.85 in lieu of the provision of such meal.
- (b) Additionally, the employee must be allowed 30 minutes at the ordinary mealtime for such meal where work is performed after 1800.
- (c) Where the employer requires the employee to continue working for a further four hours of continuous overtime work in a situation mentioned in clause 13.7(a), the employee will be entitled to a 30 minute meal break and either provided with an adequate meal at the employer's expense or paid an additional meal allowance of \$12.85.
- (d) An employee required to work overtime on an accrued day off or a rostered day off is entitled to \$12.85 meal allowance after each period of 4 hours continuous overtime, in addition to any payment for overtime to which the employee is entitled, unless a meal of reasonable quality and quantity is provided by the employer.

### **13.8 Prison allowance**

A dental assistant who is required to work within the bounds of a facility operated by or on behalf of Queensland Corrective Services will be paid an additional \$3.89 per day while so employed.

### **13.9 Work in the rain**

- (a) An employee who is required to work in rain heavy enough to wet the clothes of the employee will, at the option of the employer, be provided by the employer either with waterproof protective clothing or paid at the rate of double time for this work.
- (b) Where double time is payable in accordance with clause 13.9(a), it is payable for the period commencing from the start of the work in heavy rain until the employee is able to change into dry clothing or until the employee finishes work, whichever is the earlier.
- (c) In the circumstances described in clause 13.9(a):

- (i) the employee must notify the employer prior to changing into dry clothing; and
- (ii) where the employee is unable to change into dry clothing until the employee finishes work due to work commitments, the employee must notify the employer prior to continuing work for that day in order to receive the double time payment.

### **13.10 Adjustment of monetary allowances**

- (a) Other than the expense related allowances at clauses 13.6 (motor vehicle allowance) and 13.7 (overtime meal allowance) and the Divisional and District parities at clause 13.2, respectively, all other monetary allowances specified in clause 13 shall be automatically adjusted from the same date and in the same manner as such monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.6 (motor vehicle allowance), 13.7 (overtime meal allowance), and 30(b), 30(c)(ii) and 30(d), (uniforms), respectively, shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index (ABS Cat No. 6401.0 - Table 7)</u>
Motor vehicle allowance (last adjusted 1 September 2014)	Private motoring sub-group
Overtime meal allowance (last adjusted 1 September 2016)	Take-away and fast foods sub-group
Uniform and laundry allowance (last adjusted 1 September 2014)	Clothing and footwear group

## **14. Superannuation**

- (a) Subject to Commonwealth legislation and clause 14(b), each employer must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).
- (b) Where Commonwealth legislation provides for choice of fund rights to an employee subject to this Award, and that employee fails to elect which superannuation fund to which employer contributions are directed, the employer will direct contributions to the appropriate fund prescribed in the abovementioned Queensland legislation.

## **PART 5 - Hours of Work and Related Matters**

### **15. Hours of duty**

#### **15.1 Ordinary hours of duty**

- (a) The ordinary hours of duty for employees covered by this Award, other than those employees identified in Schedule 8 shall be an average of 38 hours per week, with a maximum of 8 hours on any one day.

- (b) The ordinary hours of duty for employees identified in Schedule 8 shall be an average of 36.25 hours per week, with a maximum of 8 hours on any one day.
- (c)
  - (i) The ordinary hours of duty of 38 hour per week employees are to be worked on one of the following bases:
    - (A) 38 hours within a work cycle not exceeding 7 consecutive days; or
    - (B) 76 hours within a work cycle not exceeding 14 consecutive days; or
    - (C) 114 hours within a work cycle not exceeding 21 consecutive days; or
    - (D) 152 hours within a work cycle not exceeding 28 consecutive days.
  - (ii) The ordinary hours of duty of 36.25 hour per week employees are to be worked on one of the following bases:
    - (A) 36.25 hours within a work cycle not exceeding 7 consecutive days; or
    - (B) 72.5 hours within a work cycle not exceeding 14 consecutive days; or
    - (C) 108.75 hours within a work cycle not exceeding 21 consecutive days; or
    - (D) 145 hours within a work cycle not exceeding 28 consecutive days.
- (d) Employees must be allowed a break of not less than 10 hours between the termination of one shift and the commencement of another shift, except that 8 hours applies instead of the 10 hours in any of the following circumstances:
  - (i) for the purposes of changing shift rosters by shift workers who rotate from one shift to another; or
  - (ii) in any other case agreed upon between the employer and the employee concerned.
- (e) Notwithstanding the working hours arrangements recorded in clauses 15.1(a), (b) and (h), an employer and an employee or group of employees may agree that the ordinary hours of work are to exceed 8 hours on any day, thus enabling more than one accrued day off to be taken off during a particular work cycle. However, the ordinary hours of work shall not exceed 10 hours on any one day.
- (f) Different methods of working a 38 hour week may apply to individual employees, groups or sections of employees in each location concerned.
- (g) The method of working the 38 hour week may be altered, from time to time, upon giving 7 days' notice or such shorter period as may be mutually agreed upon following negotiations between the employer and employees concerned, utilising the consultation process in clause 6.2.
- (h) In the case of employees within the operational stream of this award, there will be 19 days (or shifts) of 8 hours' duration worked in any 28 day work cycle, with one day taken off as an accrued day off, unless otherwise mutually agreed between the employer and the majority of employees concerned in a specific work area.
- (i)
  - (i) Where the arrangement of ordinary hours of work provides for an accrued day off, the employer and an individual employee and/or the majority of employees concerned may agree to accrue up to a maximum of five accrued days off. Consent to accrue days off shall not be unreasonably withheld by either party.

- (ii) Where such agreement has been reached, the accrued days off shall be taken within 12 calendar months of the date on which the first day off was accrued.
  - (iii) Where, as at the date of termination of service, an employee has accumulated time towards an accrued day or days off in accordance with clause 15.1, such employee shall be paid for the time so accrued at the employee's ordinary rate of pay.
- (j) Rostered days off - where work is performed on other than a Monday to Friday basis
- (i) Unless prescribed elsewhere in this Award, all employees shall be entitled to not less than two whole consecutive rostered days off duty each week.
  - (ii) In lieu of two whole rostered days off in each week, an employee may be allowed in each fortnightly period either one rostered day off in one week and three consecutive rostered days off in the other week, four consecutive rostered days off or two groups of two consecutive rostered days off.
- (k) Two consecutive rostered days off, one at the end of one week and one at the beginning of the following week may be counted as meeting the requirements of clause 15.1(j)(i).

### **15.2 Shift work arrangements**

- (a) Shift work may be introduced to meet operational requirements. Such shift work shall be worked in accordance with a roster mutually agreed between the employer and the union, in consultation with the employees directly affected. Any discussions concerning the introduction of shift work or roster variations shall be conducted in accordance with the provisions of clause 6.2 of this Award.
- (b) A roster setting out the employee's days of duty and starting and finishing times on such days shall either be displayed in a convenient place or made available electronically to employees at least one calendar week in advance of the roster cycle, provided that notification by 1300 on Monday will be sufficient notification for the week commencing the following Monday.
- (c) A shift worker shall not perform more than two consecutive shifts (e.g. day shift/afternoon shift; afternoon shift/night shift).
- (d) Changes within a roster shall be by agreement between the employer and the employee concerned but, failing agreement, 24 hours' notice of any change in the roster must be given by the employer or double time is to be paid for the employee's next shift.

### **15.3 Spread of ordinary hours of duty - day workers**

- (a) Subject to clauses 15.1 and 15.3(b), the spread of ordinary hours of duty for day workers shall be 0600 to 1800 Monday to Friday.
- (b) By agreement between the employer and the majority of the employees concerned, the ordinary hours prescribed by clause 15.1(a) may be worked over any 10 days in any 14 day work cycle.
- (c) The ordinary starting and finishing times of various groups of employees or individual employees may be staggered provided there is agreement between the employer and the majority of employees concerned.
- (d) Employees' starting and finishing times may be altered to suit operational requirements, geographic, safety, climatic or traffic conditions by the employer after consultation with the employees concerned. Any such altered starting and finishing time will not invoke any penalty payment that would not be payable if the Award spread of hours were 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 starting and finishing work including personal clean-up will be in the employee's time.

#### **15.4 Payment for working ordinary hours - day workers**

- (a) All ordinary hours of duty performed by a day worker within the ordinary spread of hours prescribed in clause 15.3 shall be paid for as follows:
  - (i) Monday to Friday - ordinary time;
  - (ii) between 0000 and 2400 on a Saturday - time and one-half;
  - (iii) between 0000 and 2400 on a Sunday - double time; and
  - (iv) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 23.
- (b) Where an employee working day work is required to commence their ordinary hours of duty prior to 0600 or finish their ordinary hours of duty subsequent to 1800, that employee shall be paid for the time so worked prior to 0600 or after 1800, respectively, at one and one-half times the ordinary rate for the first 3 hours and double the ordinary rate thereafter.

#### **15.5 Payment for working ordinary hours - shift workers**

- (a) Subject to clause 15.6 all full-time shift workers who work an afternoon shift or night shift Monday to Friday, inclusive, other than on a public holiday, are to be paid, in addition to their ordinary salary, an allowance of 15% for all ordinary time worked on such shift.
- (b) A part-time shift worker working less than 7.6 hours on an afternoon shift finishing at or after 2030 on Monday to Friday, inclusive, other than on a public holiday is to be paid in addition to their ordinary salary, an allowance of 15% for all ordinary time worked on such shifts.
- (c) A part-time shift worker working less than 7.6 hours on an afternoon shift finishing before 2030 on Monday to Friday, inclusive, other than on a public holiday where the time worked after 1800 was at least 50% of the shift, is to be paid in addition to their ordinary salary, an allowance of 15% for all ordinary time worked on such shifts
- (d) Where an employee working day shift is required to commence ordinary duty prior to 0600, such time worked prior to 0600 will attract an additional 15% allowance.
- (e) Subject to clause 15.6 all ordinary hours of duty worked by a shift worker on a weekend or a public holiday will be paid for as follows:
  - (i) between 0000 and 2400 on a Saturday - time and one-half;
  - (ii) between 0000 and 2400 on a Sunday - double time;
  - (iii) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 23.

#### **15.6 Majority of shift**

The payments prescribed in clause 15.5 shall be calculated on a majority of shift basis. This means, for example:

- (a) if the majority of the ordinary hours of a shift which commenced on a Friday are worked on a Saturday, the whole of the shift is to be treated as having been worked on a Saturday; and

- (b) if the majority of the ordinary hours of a shift which commenced on a Saturday are worked on a Sunday, the whole of the shift is to be treated as having been worked on a Sunday; and
- (c) if the majority of the ordinary hours of a shift which commenced on a Sunday are worked on a Monday, the whole of the shift is to be treated as having been worked on a Monday.

## **16. Meal breaks**

### **16.1 Meal breaks - day workers**

- (a) All day workers shall be allowed not less than 30 minutes for an unpaid meal break between the third and sixth hours of duty.
- (b) Where a day worker is directed to work during an unpaid meal break, and where the meal break is unable to be rescheduled within the span of hours, the employee concerned must be paid for the time so worked at the prescribed overtime rate with a minimum payment as for one-half hour worked.
- (c) Where, as at 1 March 1993, an employee was entitled to payment at the rate of double time for time worked during a meal break, such payment is to continue to apply.

### **16.2 Meal breaks - shift workers**

- (a) All shift workers shall be allowed not less than 30 minutes for a meal break between the third and the sixth hours of duty.
- (b) The hours of duty of continuous shift workers is inclusive of a meal break with such times to be taken as a crib break so as not to interfere with operational requirements.
- (c) The hours of duty of non-continuous shift workers are either inclusive or exclusive of a meal break subject to operational requirements. In cases where the hours of duty of a particular shift is inclusive of a meal break then such break will be taken as a crib break so as not to interfere with operational requirements.
- (d) Where a shift worker is directed to work during an unpaid meal break, and where the meal break is unable to be rescheduled within the span of hours, the employee concerned must be paid for the time so worked at the prescribed overtime rate with a minimum payment as for one-half hour worked.

### **16.3 Meal breaks on overtime**

All employees covered by this Award who work overtime are entitled to meal breaks and, where relevant, meal allowances as prescribed in clause 13.7.

## **17. Rest pauses**

- (a) All employees are entitled to a paid rest pause of 10 minutes duration in the employer's time in the first and second half of the working day, subject to the following:
  - (i) a total of 10 minutes for an employee who works 6 ordinary hours or less in any day; or
  - (ii) a total of 20 minutes for an employee who works for more than 6 ordinary hours in any day.
- (b) All rest pauses shall be taken at such times as will not interfere with the continuity of work where such continuity is necessary.



- (c) An employee working in a kitchen will be allowed a rest pause of 10 minutes duration in the employer's time after every hour of work completed in a cold room or freezer.

## **18. Overtime**

### **18.1 Overtime - general**

- (a) Employees shall work reasonable overtime whenever necessary in the opinion of the employer, but 24 hours' notice shall be given, where practicable, to an employee required to work overtime.
- (b) Overtime is to be calculated to the nearest quarter of an hour.

### **18.2 Payment for overtime - day workers**

- (a) Overtime, that is authorised time worked outside the ordinary starting and ceasing times or in excess of the ordinary hours of duty on a Monday to Friday, inclusive, shall be paid for at the rate of time and one-half for the first 3 hours and double time thereafter.
- (b) All authorised overtime worked by an employee on a Saturday shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum payment as for 2 hours' work.
- (c) All authorised overtime worked by an employee on a Sunday shall be paid at the rate of double time with a minimum payment as for 2 hours' work except where Sunday is the first or third rostered day off.
- (d) All authorised overtime worked by an employee on their accrued day off or first or third rostered day off in any work cycle shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum payment as for 2 hours' work.
- (e) All authorised overtime worked by an employee on their second or fourth rostered day off in any work cycle shall be paid at the rate of double time with a minimum payment as for 2 hours' work.
- (f) The minimum payments provided in clauses 18.2(b), (c), (d) and (e) shall not apply where such overtime is performed immediately preceding or following ordinary hours.

### **18.3 Payment for overtime - shift workers**

- (a) Subject to clause 18.3(b), a shift worker is to be paid for all overtime at the rate of double time.
- (b) All authorised overtime worked by a shift worker on a public holiday shall be paid for at the rate prescribed in clause 23(i), with a minimum payment as for 4 hours' work.
- (c) All authorised overtime worked by an employee on a Saturday, Sunday, rostered day off or an accrued day off shall be paid at the rate of double time with a minimum payment as for 2 hours' work.
- (d) The minimum payments provided in clauses 18.3(b) and (c) shall not apply where such overtime is performed immediately preceding or following ordinary hours.

### **18.4 Time off in lieu (TOIL)**

- (a) In lieu of the provisions of clauses 18.2 and 18.3, an employee, other than a continuous shift worker, who performs overtime work may, at the employee's option, be granted time off in lieu of payment for such overtime at a mutually convenient time on a time for time basis.

- (b) Overtime taken on a time in lieu basis will be taken in periods mutually agreed between the employer and the employee.
- (c) An employee who works overtime on recall on a public holiday and who is granted equivalent time off in lieu is to be paid at half the ordinary rate for the time so worked with a minimum payment as for 4 hours' work.

#### **18.5 On call - additional payments**

- (a) An employee who is instructed to be on call outside ordinary or rostered working hours shall receive, in addition to their ordinary rate of pay, an allowance based upon the hourly rate of the classification of professional stream classification level 3, paypoint 4, in accordance with the following scale:
  - (i) where the employee is on call throughout the whole of a rostered day off, an accrued day off or a public holiday: a payment equivalent to 95% of the prescribed hourly rate for one hour in respect of each such instance;
  - (ii) where an employee is on call during the night only of a rostered day off, an accrued day off or public holiday: a payment equivalent to 60% of the prescribed hourly rate for one hour per night; and
  - (iii) where an employee is on call other than as prescribed in clauses 18.5(a)(i) or (ii): a payment equivalent to 47.5% of the prescribed hourly rate for one hour in respect of each such instance.
- (b) For the purpose of calculating the hourly rate, the divisor will be based upon a 38 hour week and calculated to the nearest \$0.05.
- (c) For the purpose of clause 18.5(a)(ii), a **night** is deemed to consist of those hours falling between 1800 and 0600 or mainly between such hours.

#### **18.6 Restrictions regarding on call arrangements**

Where practicable the employer shall not require an employee to be continuously available on call for a period in excess of 6 weeks.

#### **18.7 Recall to duty - from on call**

- (a) **Monday to Friday** - an employee who has been instructed to be on call and who is recalled to perform duty shall be paid for the time worked at the overtime rate prescribed in clauses 18.2(a) or 18.3(a), such time shall be calculated as from home and return with a minimum payment as for 2 hours' work.
- (b) **Saturday or a Sunday** - an employee who has been instructed to be on call and who is recalled to perform duty on a Saturday or a Sunday is to be paid for such overtime at the appropriate overtime rate prescribed in clauses 18.2 or 18.3 with a minimum payment as for 2 hours' work inclusive of travelling time from home and return **or**, at the employee's option, be granted time off in lieu at a mutually convenient time equivalent to the number of hours worked.
- (c) **Public holiday** - an employee who has been instructed to be on call and who is recalled to perform duty on a public holiday is to be paid for such overtime at the appropriate overtime rate prescribed in clause 23(i) with a minimum payment as for 4 hours' work for the day, inclusive of travelling time from home and return **or**, at the employee's option, be granted time off in lieu at a mutually convenient time equivalent to the number of hours worked. An employee who is granted equivalent time off in lieu shall also be paid at half the ordinary rate for the time so worked with a minimum payment as for 4 hours' work.

- (d) An employee who has been instructed to be on call and who is required to perform duties without the need to leave the employee's place of residence and/or without the need to return to the facility shall be reimbursed for a minimum of one hour's work for each time the employee performs such duties. If the employee is required to perform duties again within that one hour period, no further minimum payment shall apply. The employee will be responsible for the recording of the nature and times of contact for subsequent verification by the employer.
- (e) Any overtime payable in accordance with clause 18.7 shall be in addition to the on call allowance prescribed in clause 18.5(a).

#### **18.8 Recall to duty - other than from on call**

- (a) An employee (other than an employee on call) having been recalled to perform duty shall be paid for the time worked with a minimum payment as for 2 hours for each call out at the prescribed overtime rate, provided that such minimum payment shall not apply where the overtime is performed immediately preceding and/or is continuous with ordinary hours of duty.
- (b) Should the employee be called out again within that 2 hour period, no further minimum payment shall apply to that work which shall be separately paid for at the applicable overtime rate.
- (c) Time worked in clause 18.8 is to be calculated from the time of commencement until the cessation of duty at the employee's normal place of work or other designated place.

#### **18.9 Transport costs on recall**

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

#### **18.10 Fatigue leave/rest period after overtime**

- (a) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that 10 consecutive hours off duty has not occurred, shall be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the employer, an employee resumes or continues ordinary work without having had 10 consecutive hours off duty the employee shall be paid double rates until they are released from duty and shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) The provisions of clause 18.10 shall apply as if 8 hours were substituted for 10 hours when overtime is worked:
  - (i) for the purposes of changing shift rosters by shift workers who rotate from one shift to another; or
  - (ii) in any other case agreed upon between the employer and the employee concerned.
- (d) Clause 18.10 does not apply to employees who work 2 hours or less when recalled to duty (see clauses 18.7 and 18.8), on one or more recalls.

## **PART 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

Annual leave is provided for in Division 5 of the QES. Clauses 19.1 to 19.4 supplement the QES.

### **19.1 Payment for annual leave**

- (a) An employee (other than a shift worker) proceeding on annual leave is entitled to receive the following payments:
  - (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave; and
  - (ii) a further amount equal to 17.5% of the amount referred to in clause 19.1(a)(i).
- (b) A non-continuous shift worker proceeding on annual leave is entitled to receive the following payment:
  - (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave calculated according to the employee's roster or projected roster including any shift, weekend or public holiday penalties; or
  - (ii) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave, excluding any shift, weekend or public holiday penalties plus a further 17.5% of this amount,

whichever is the higher.

- (c) A continuous shift worker, except those Operational Stream employees covered by The Australian Workers' Union of Employees, Queensland, proceeding on annual leave are entitled to receive the following payments:
  - (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave, excluding any shift, weekend or public holiday penalties, and
  - (ii) a further amount equal to 27.5% of the amount referred to in clause 19.1(c)(i).
- (d) Operational Stream continuous shift workers covered by The Australian Workers' Union of Employees, Queensland, proceeding on annual leave are entitled to receive the following payment:
  - (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave calculated according to the employee's roster or projected roster including any shift, weekend or public holiday penalties; or
  - (ii) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave, excluding any shift, weekend or public holiday penalties plus a further 17.5% of this amount,

whichever is the higher.

### **19.2 Additional leave**

- (a) By mutual agreement between the employer and the majority of employees concerned, employees engaged in the same work unit within a facility may (subject to clause 19.2(b)) receive an additional one week's leave in lieu of the extra payment as prescribed in clauses 15.4(a)(iv) and 15.5(e)(iii) for work performed upon public holidays.

- (b) The granting of the additional week's leave as prescribed in clause 19.2(a) is dependent upon the individual employees having completed a full year of employment and having actually worked ordinary rostered hours on public holidays.
- (c)
  - (i) The payment of projected penalties in accordance with clause 19.1 or the payment of the applicable percentages referred to in clause 19.1 are not payable on the additional week's leave referred to in clause 19.3(a).
  - (ii) Consequently, payment of annual leave loading is to be made on the basis of 4/5ths of the total projected roster penalties or 4/5ths of the relevant percentage referred to in clause 19.1 or, in the case of continuous shift workers, 5/6ths of the total projected roster penalties or 5/6ths of the percentages referred to in clause 19.1 and should be calculated by an averaging method.

### **19.3 Christmas/New Year closure**

- (a) Where their work area is compulsorily closed over the Christmas/New Year period all affected employees shall have their annual leave entitlement debited (other than a concessional day) by the number of ordinary working days, or hours in the case of part-time employees, they would ordinarily have worked between Christmas Day and New Year's Day, inclusive.
- (b) For the purposes of clause 19.3(a), **concessional day** means any day upon which an employee is permitted to be absent on full pay without debit to any leave account as a result of a compulsory closure of Government establishments over the Christmas/New Year period or such closure or restricted staffing as the employer determines.
- (c) Notwithstanding the provisions of clause 19.2(a), the employer and an employee may agree that an employee may access any accrued days off or TOIL during a compulsory Christmas closure period instead of having their annual leave entitlement debited.

### **19.4 Accumulation of leave**

Annual leave may accrue from year to year to a maximum of the equivalent of two years' entitlement.

## **20. Personal leave**

- (a) Personal leave is provided for in Division 6 of the QES and covers:
  - (i) sick leave;
  - (ii) carer's leave;
  - (iii) bereavement leave; and
  - (iv) cultural leave.
- (b) In addition to the provisions of Subdivision 2 of Division 6 of the QES an employee is entitled to use any sick leave to which they have an entitlement for carer's leave purposes.
- (c) An employee may also elect, with the consent of the employer, to take annual leave for carer's leave purposes.
- (d) An application for sick leave of more than 3 days is to be supported by a medical certificate or any other evidence that is acceptable to the employer.

*Note: Where a directive about sick leave or bereavement leave covers an employee, the provisions of the relevant directive apply to the employee to the extent it provides a more generous entitlement.*

## **21. Parental leave**

- (a) Parental leave is provided for in Division 8 of the QES and covers:
  - (i) birth-related leave for an employee who is pregnant or whose spouse gives birth;
  - (ii) adoption leave; and
  - (iii) surrogacy leave.
- (b) Notwithstanding the provisions of Subdivision 2 of Division 8 of the QES, all full-time and part-time employees are entitled to parental leave upon commencement of employment.
- (c)
  - (i) An employee who is pregnant, whether or not she has given her employer written notice of the date/s on which she proposes to start and/or end maternity leave, must:
    - (A) commence maternity leave at least 6 weeks prior to the expected date of birth of her child; and
    - (B) remain on maternity leave until at least 6 weeks after the birth of the child.
  - (ii) An employer may at the request of the employee and on receipt of a certificate from a medical practitioner certifying that in the opinion of the medical practitioner:
    - (A) the employee is fit for duty until a specified date - reduce the period mentioned in clause 21(c)(i)(A); or
    - (B) the employee is fit to resume duty - reduce the period mentioned in clause 21(c)(i)(B).
  - (iii) If the employer makes a decision under clause 21(c)(ii)(A) to reduce the period, the approval is of effect until:
    - (A) the day specified in the medical certificate; or
    - (B) the day 14 days after the day the employer revokes the decision by giving written notice to the employee; or
    - (C) the employee commences maternity leave; or
    - (D) the day of the employee's confinement,whichever happens first.
- (d) An employee who is pregnant, during the term of her pregnancy until 6 weeks before the expected date of birth of her child or lesser period as approved by the employer, may request to work part-time or other flexible work arrangements.
- (e) An employee who has taken leave to attend compulsory interviews or examinations as part of an adoption process or who has taken leave to attend compulsory interviews or court hearings associated with a surrogacy arrangement may request that such leave be taken as paid annual leave.

- (f) In addition to the provisions of Subdivision 6 of Division 8 of the QES an employee who has returned to work on a part-time basis may seek to return to the position they held prior to commencing parental leave.
- (g) If the position mentioned in clause 21(f) no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is, as nearly as possible, comparable in status and remuneration to that of the employee's former position.
- (h) The employer must make a position to which the employee is entitled available to the employee.
- (i)
  - (i) An employee who is the parent of a child may apply, at any time, to their employer to work on a part-time basis in order to be the child's primary caregiver when not at work.
  - (ii) The requirements concerning the manner in which the employee may make an application to work part-time under clause 21(i)(i) are the same as those contained in the QES with respect to applications to return to work on a part-time basis for an employee on parental leave (i.e. s 75).
  - (iii) The period in relation to which an application under clause 21(i) may be made cannot extend beyond the day the child is required to be enrolled for compulsory schooling under the *Education (General Provisions) Act 2006*.
  - (iv) The requirements concerning the manner by which the employer is to assess any application by an employee to work part-time are the same as those contained in the QES with respect to assessing applications to return to work on a part-time basis for an employee on parental leave (i.e. s 76).

*Note: Where a directive about paid parental leave covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

## 22. Long service leave

- (a) Long service leave, including for casual employees, is provided for in Division 9 of the QES. Clause 22(b) supplements the QES.
- (b) In lieu of the provisions of sections 95(2)(a) and (b) of the Act, all employees who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.
- (c) Employees who have completed 7 years' continuous service are entitled to take long service leave on full pay or half pay.
- (d) Employees are entitled to a cash equivalent of long service leave in the following circumstances:

Specific circumstances	Minimum period of continuous service
Retrenchment	1
Ill health retirement	5
Retirement if 55 years or older	5
Death	5
Termination except where termination is due to dismissal or career advancement	7
All other circumstances	10

*Note: Where a directive about long service leave covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

## 23. Public holidays

Public holidays are provided for in Division 10 of the QES. Clauses 23(a) to 23(m) supplement the QES provisions.

- (a) All work done on a public holiday by an employee who is not in receipt of the additional week's leave in accordance the clause 19.2(a) shall be paid for at the rate of double time and one-half with a minimum of 4 hours.
- (b) Except for the public holidays prescribed at clauses 23(c), (d), (e) and (f), all work done on a public holiday by an employee who is in receipt of the additional week's leave in accordance with clause 19.2(a) shall be paid at the rate of time and one-half with a minimum of 4 hours.
- (c) Easter Saturday: All work done by an employee on Easter Saturday (the day after Good Friday) shall be paid for at the rate of double time and one-half with a minimum of 4 hours.
- (d) Easter Sunday: All work done by an employee on Easter Sunday (the Sunday after Good Friday) shall be paid for at the rate of double time and one-half with a minimum of 4 hours.
- (e) Labour Day: All employees are entitled to be paid a full day's wage for Labour Day irrespective of the fact that no work may be performed on such day. If an employee works on Labour Day, they shall be paid a full day's wage for that day and, in addition, a payment for the time actually worked at one and one-half times the ordinary time rate of pay with a minimum payment as for 4 hours' work.
- (f) Show Day: All work done by an employee on show day shall be paid for at the rate of double time and one-half with a minimum payment as for 4 hours' work.
- (g) Subject to clause 23(i) where an employee who is not in receipt of the additional week's leave as prescribed in clause 19.2(a) (other than a casual employee) is rostered off on a public holiday, such employee shall be paid an additional day's wage, or 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 will be added to annual leave, for each such day on which such employee is rostered off.
- (h) Subject to clause 23(i) where an employee who is in receipt of the additional week's leave as prescribed in clause 19.2(a) (other than a casual employee) is rostered off on Easter Saturday, Show Day or Labour Day, such employee shall be paid an additional day's wage, or 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 will be added to annual leave, for each such day on which such employee is rostered off.
- (i) In respect to Easter Saturday and Easter Sunday, clauses 23 (g) and (h) do not apply to an employee who is not ordinarily required to work on a Saturday or Sunday respectively.
- (j) All time worked on a public holiday outside an employee's ordinary starting or ceasing time on such day must be paid at double the rate prescribed by this Award for such time when worked outside the ordinary starting and finishing times on an ordinary day.
- (k) Casual employees required to work on public holidays shall be paid at the rate of double time and one-half for all time worked with a minimum payment as for 4 hours' work.
- (l) The minimum payments provided in clause 23 shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.
- (m) All ordinary hours of duty worked in any one shift on a public holiday shall be calculated and paid for on a majority of shift basis as prescribed in clause 15.6.



## **24. Jury service**

Jury service is provided for in Division 12 of the QES.

## **25. Debiting of leave entitlements**

All leave debits will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken, provided that those employees listed in Schedule 8 will have their calculations based on a 36.25 week.

## **PART 7 - Transfers, Travelling and Board and Lodging**

### **26. Transfer and appointment expenses**

- (a) Eligible employees when appointed or transferred (other than at their own request) from one centre to another may be paid for expenses incurred, including:
- (i) the conveyancing of self, family and effects to the centre to which the employee is appointed or transferred;
  - (ii) board and lodging; and
  - (iii) other items of expenditure related to taking up duty.
- (b) Nothing in clause 26(a) is to be taken to prevent the employer from exercising their discretion to pay all or part of the expenses of an employee who is transferred from one centre to another centre at their own request.

*Note: Where a directive about transfer and appointment expenses covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

### **27. Travelling and relieving expenses**

An employee who is required to:

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

is to be reimbursed actual and reasonable expenses for accommodation, meals and incidental expenses necessarily incurred by the employee.

*Note: Where a directive about travelling and relieving expenses covers an employee, the provisions of the relevant directive apply to the employee to the extent it provides a more generous entitlement.*

### **28. Board and lodging**

- (a) Where board and lodging is supplied to an employee residing within employer accommodation, the employer will be entitled to deduct a weekly sum equivalent to 49% of the operational stream classification level 2, paypoint 1 rate.
- (b) Where an employee who is living out is provided with meals by the employer, a deduction may

be made from their wages/salary calculated at the rate of 2.2% of the board and lodging charge for breakfast and at the rate of 2.7% of the board and lodging charge for each lunch and dinner provided. In respect of lunch and dinner, only a main course, together with tea or coffee will be provided. For each additional course a charge at the rate 0.6% of the board and lodging charge will be made.

- (c) Where an employee is provided with accommodation only by the employer a deduction will be made from their wages/salary at the rate of 35% of the board and lodging charge per week.
- (d) For the purpose of determining the charges prescribed in clause 28, calculations will be made to the nearest \$0.05.

## **PART 8 - Training, Learning and Development**

### **29. Training, learning and development**

- (a) The parties to this Award recognise that in order to increase efficiency and productivity a greater commitment to learning and development is required.
- (b) Accordingly, the parties commit themselves to developing a more highly skilled and flexible workforce and providing employees with career opportunities through appropriate training to acquire additional skills and knowledge for performance of their duties.
- (c) Within each Hospital and Health Service and relevant work area/unit in the Department, a consultative mechanism and procedures involving representatives of management, employees and relevant unions shall be established as determined by the employer, having regard to the size, structure and needs of the employer.
- (d) Following consultation the employer shall develop a learning and development strategy consistent with:
  - (i) the current and future needs of the employer;
  - (ii) the size, structure and nature of the operations of the employer;
  - (iii) the need to develop vocational skills relevant to the employer through courses conducted wherever possible by accredited educational institutions and providers.
- (e) Learning and development may be both on-the-job or off-the-job and either internal or external to the organisation.
- (f) Learning and development provided should assist employees in obtaining accredited competencies, knowledge and skills.
- (g) All such learning and development should be directed at enabling employees to enhance skills relevant to duties to be performed. Employees will be expected to attend scheduled learning and development activities.

## **PART 9 - Uniforms and Safety Equipment**

### **30. Uniforms**

- (a) Where the employer requires an employee to wear a uniform, the employer must supply the employee with 6 uniforms of good quality in the first year of service. Replacement uniforms will be provided in subsequent years on a fair wear and tear basis.

- (b) An employer who requires an employee to wear a uniform and does not supply uniforms to an employee is to pay to the employee an allowance of \$206.00 per annum or a *pro rata* equivalent in the first year of service and an allowance of \$102.00 per annum or a *pro rata* amount in respect to replacement uniforms during subsequent years.
- (c)
  - (i) Where the employer provides a laundry service or access to a service and such uniforms are laundered by the employer, the uniforms will be laundered without charge to the employee.
  - (ii) Where no laundry service or access to a laundry service is provided by the employer and uniforms are not laundered by the employer, an allowance of \$2.81 per week will be paid to the employee. However this allowance is not payable where such a service is available but the employee elects not to access the service.
- (d) Counsellors engaged in the Alcohol and Drug Dependence Service will be paid a clothing allowance of \$7.20 per fortnight in the first year of service and \$3.60 per fortnight during subsequent years of service. The laundry allowance prescribed in clause 30(c)(ii) is not payable to employees in receipt of this clothing allowance.

### **31. Outer duty garments**

Where protective outer garments are supplied by the employer, they shall be laundered and maintained by the employer without charge to the employee.

### **32. Freezer suits and boots**

- (a) An employee working in freezers will be supplied with freezer suits and boots by the employer.
- (b) Freezer suits and boots provided in accordance with clause 32(a) will remain the property of the employer.

### **33. Waterproof clothing**

- (a) Where considered appropriate by the employer, laundry and kitchen employees will be provided with waterproof aprons or overalls and with suitable footwear if working in water.
- (b) The provision of waterproof protective clothing for work in the rain is prescribed in clause 13.9.

## **PART 10 - Union Related Matters**

### **34. Union encouragement**

- (a) The parties recognise the right of individuals to join a union and will encourage that membership. However, it is also recognised that union membership remains at the discretion of individuals.
- (b) An application for union membership and information on the relevant union/s will be provided to all employees at the point of engagement.
- (c) Information on the relevant union/s will be included in induction materials.
- (d) Union representative/s will be provided with the opportunity to discuss union membership with new employees.

### **35. Union delegates**

- (a) The parties acknowledge the constructive role democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.
- (b) Employees will be given full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.
- (c) Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- (d) Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

### **36. Industrial relations education leave**

- (a) Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- (b) Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year, approved by the employer, to attend industrial relations education sessions.
- (c) Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the employer, the relevant union and the employee.
- (d) Upon request and subject to approval by the employer, employees may be granted paid time off in special circumstances to attend management committee meetings, union conferences, and Australian Council of Trade Unions (ACTU) Congress.
- (e) The granting of industrial relations education leave or any additional special leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the hospital and health service/work unit concerned. At the same time, such leave shall not be unreasonably refused.
- (f) At the discretion of the employer, employees may be granted special leave without pay to undertake work with their union.

### **37. Right of entry**

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

(b) Entry procedure

- (i) An authorised industrial officer may enter a workplace at which the employer carries on a calling of the officer's organisation, during the employer's business hours to exercise a power under Chapter 9, Part 1, Division 5, Subdivision 2 of the Act as long as the authorised industrial officer:
  - (A) has notified the employer or the employer's representative of the officer's presence; and
  - (B) produces their authorisation, if required by the employer or the employer's representative.
- (ii) Clause 37(b)(i) does not apply if, on entering the workplace, the officer discovers that neither the employer nor the employer's representative having charge of the workplace is present.
- (iii) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (iv) If the authorised industrial officer does not comply with a condition of clause 37(b)(i) the authorised industrial officer may be treated as a trespasser.

(c) Inspection of records

- (i) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 339 of the Act.
- (ii) An authorised industrial officer is entitled to inspect such time and wages records of any current employee except if the employee:
  - (A) is ineligible to become a member of the authorised industrial officer's union; or
  - (B) has made a written request to the employer that they do not want their record inspected.
- (iii) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (iv) A person must not, by threats or intimidation, persuade or attempt to persuade an employee or prospective employee to make, or refuse to make, a written request to the employer or prospective employer that the record not be available for inspection by an authorised industrial officer.

(d) 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:

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

(e) Conduct

- (i) The employer must not obstruct the authorised industrial officer exercising their right of

entry powers.

- (ii) An authorised industrial officer must not wilfully obstruct the employer, or an employee during the employee's working time.

*Note: Clause 37 - Right of entry, deals with comparable provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to Chapter 9, Part 1, Division 5 of the Act as amended from time to time.*

**Schedule 1 - Work Areas/Units included in Department of Health (as at 1 March 2017)**

- Office of the Director-General;
- Clinical Excellence Division;
- Corporate Services Division;
- Healthcare Purchasing and System Performance Division;
- Prevention Division;
- Strategy, Policy and Planning Division;
- Queensland Ambulance Service;
- Health Support Queensland; and
- eHealth Qld.

## **Schedule 2 - Allocation of Occupational Groupings to Administrative, Professional, Technical and Operational Streams**

### **S2.1 Indicative administrative stream disciplines:**

Accountant  
Administrative Officer  
Administrative Assistant  
Administration Officer  
Executive Secretary  
Executive Support Officer  
Field Officer  
Finance Officer  
Health Education Officer  
Industrial Relations Officer  
Management Services Officer  
Manager  
Personnel Officer  
Receptionist  
Research Officer  
Supervisor - Keyboard  
Supervisor - Stenographic  
Telephonist  
Ward Receptionist

### **S2.2 Indicative professional stream disciplines:**

Cadet (Professional)  
Computer Systems Officer  
Engineer (Professional)  
Health Information Officer  
Legal Officer  
Librarian  
Medical Records Administrator  
Optometrist  
Paramedical Officer  
Program Coordinator  
Research Officer  
Scientist  
Team Leader, Mental Health Services  
Team Leader, Aged Care Assessment Team

### **S2.3 Indicative technical stream disciplines:**

Cadet (Technical)  
Dental Servicing Technician  
Health Worker (Aboriginal & Torres Strait Islander Communities) (Australian Qualification Framework level 4 & 5)  
Instrument Technician  
Library Technician  
Photographic Technician  
Recreation Officer (Associate Diploma level only)  
School Dental Therapist  
Technical Assistant  
Technician - Electronic

### **S2.4 Indicative operational stream disciplines**

Ambulance Bearer/Driver  
Anaesthetic Assistant  
Audiometrist  
Canteen Assistant



Catering Officer  
Cleaner  
Clinic Attendant  
Clinic Measurement Assistant  
Community Health Aide  
Cook  
Co-ordinator (Home Help Service)  
Counsellor  
Dark Room Attendant  
Dental Assistant  
Diet Aide  
Domestic  
Dresser  
Driver Attendant  
Driver of Motor Buses  
Engineer (Trade Qualified)  
Fire, Protection and Security Officer  
General Hand  
Gardener  
Hairdresser  
Home Help  
Health Worker (Aboriginal and Torres Strait Islander Communities)  
Housekeeper  
Houseperson  
Kitchenhand  
Laboratory Assistant  
Labourer  
Landscape  
Landscaper  
Laundry Hand  
Laundry Manager  
Library Assistant  
Manager and Assistant Manager  
Menu Monitor  
Mortuary Attendant and Assistant  
Officer in Charge  
Operating Theatre Assistant  
Operational Services Officer  
Orderly  
Other Technician  
Pathology Assistant  
Patient Services Officer  
Pharmacy Assistant  
Phlebotomist  
Plaster Assistant, Orderly, Technician  
Recreation Officer  
Scientific Assistant  
Seamstress  
Security Officer  
Sterilisation Unit Operator  
Storeperson  
Supervisor  
Supervisor - Fire Protection and Security  
Therapy Assistant and Aide  
Trade Manager  
Traffic Officer  
Truck Driver  
Unit Services Officer  
Wardsperson  
Welfare Officer  
Yard Person

## **Schedule 3 - Generic Level Statements - Administrative Stream**

### **Administrative Officer Level 1 (AO1)**

#### **Work level description**

Work at this level usually involves a combination of keyboard, clerical and other duties requiring the application of basic office skills and routines.

#### **Characteristics of the work**

Work is usually performed under close direction using established routines, methods and procedures with little scope for deviation.

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

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

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

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

#### **Duties and skills**

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

Entry to this level is either by commencement of a traineeship or through selection based on standardised vocational testing.

### **Administrative Officer Level 2 (AO2)**

#### **Work level description**

Work at this level usually encompasses a range or combination of administrative activities and operations that require the application of skills and experience in administrative/clerical work and a general knowledge of the work to be performed.

The work will involve achieving clearly defined and established outcomes and/or basic problem solving within guidelines and contributing knowledge, skills or information specific to the work of the employer.

#### **Characteristics of the work**

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

The resolution of problems may require exercise of basic judgement, although knowledge required to perform work is usually related to precedents, guidelines, procedures, regulations and instructions from

more senior employees. It may require some knowledge and application of specific procedures, instructions, regulations or other requirements relating to general administration and activities.

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

### **Duties and skills**

Knowledge required to perform work is usually related to guidelines, instructions and procedures relevant to the function of the level.

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

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

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

The minimum skills required for entry to this level are as defined in the traineeship curriculum or through standardised vocational testing.

## **Administrative Officer Level 3 (AO3)**

### **Work level description**

Work at this level usually requires relevant experience combined with a broad knowledge of the employer's functions and activities and a sound knowledge of the major activity performed within the work area. The work may include preparing preliminary reports, papers and correspondence which usually relate to a specific organisational function or discipline, providing or interpreting information for clients or other interested parties and general administrative support to senior officers.

Supervisory responsibilities may involve some complex operational work and may involve assisting with, or reviewing the work undertaken by more junior employees or team members.

Scope exists for exercising initiative in the application of established work practices and procedures although this level may require expertise to resolve issues within a day-to-day environment for which there may not be clearly established procedures.

Effective judgement and work organisation skills which have been acquired through previous experience, demonstrated capacity or post secondary education or partial completion of same are required.

### **Characteristics of the work**

Work is usually performed under general direction and may involve preparing papers, briefing notes, correspondence or other written material.

Decisions made or delegations exercised at this level may have an impact on the relevant employer's operations, but are normally of limited procedural or administrative importance.

Work at this level may include responsibility for training, involvement in working with employees to develop work performance, planning and co-ordinating tasks and workflow.

### **Duties and skills**

Work at this level requires a sound knowledge of the activities usually performed within the work area and their impact upon the activities of other organisations.

Supervisory responsibilities include on-the-job training, employee assessment and performance counselling in relation to the work area. This level usually requires the application of personnel-related functions such as orientation of employees, employee attendance and recommendation of leave arrangements, written and verbal communication, interpretation and liaison skills to solve basic problems together with interpersonal skills to deal with non-routine matters and analytical abilities appropriate to the work area.

## **Administrative Officer Level 4 (AO4)**

### **Work level description**

Work at this level is usually performed in relation to established priorities, task methodology and work practices to achieve results in line with the corporate goals of the employer.

Work may include preparing papers and reports, drafting complex correspondence for senior officers, undertaking activities of a specialist or detailed nature, assisting in the preparation of procedural guidelines, providing, interpreting and analysing information for clients or other interested parties, exercising specific process responsibilities and overseeing and co-ordinating the work of more junior employees.

Work at this level may include supervision of a work group, small work area or office within the total organisational structure and coordination of a range of employer functions.

### **Characteristics of the work**

Work is performed under general direction as to work priorities and may be of a technical or professional, project, procedural or processing nature, or a combination of these.

Direction exercised over work performed at this level may be less direct than at lower levels and is usually related to task methodologies and work practices. Employees would be expected to set priorities and to monitor workflow in the area of responsibility.

Work at this level requires the application of knowledge usually gained through previous experience in the discipline or from post secondary or tertiary study. The work may require the co-ordination of a range of employer functions and the exercising of judgement and/or delegated authority in areas where precedents or procedures are not clearly defined.

Independent action may be exercised at this level, particularly in Local Office situations, for example, developing local procedures, management strategies and guidelines.

Any decisions taken or delegations exercised would be limited by the application of rules, regulations, guidelines or procedures.

The extent of supervisory responsibility would depend on the operational work of the area and factors such as work priorities, complexity of the work and the number of more junior employees.

### **Duties and skills**

Work performed at this level will require the ability to supervise employees, set priorities, monitor work flow and develop local strategies or work practices.

This may include responsibility for the development of appropriate training programs related to group development, application of equal employment opportunity, industrial relations principles and an awareness of occupational health and safety guidelines and principles. Employee assessment and counselling may

involve providing advice in relation to personal and career development relating to work requirements.

Liaison and communication skills and the capacity to negotiate may be required, particularly for activities involving liaison or communication with clients or other interested groups.

Work at this level requires general knowledge of the employer's operations, combined with a specialist knowledge of major activities within the work area.

In program, activity or service delivery areas employees should have the knowledge to interpret and apply standard policies, specific procedures and regulations or other guideline material to specific situations. They should be able to disseminate information about the employer's operations particularly in relation to policy aspects or program, activity or service delivery to clients.

Work at this level may require the ability to investigate, interpret or evaluate information where legislation, regulations, instructions or procedural guidelines do not give adequate or specific answers.

## **Administrative Officer Level 5 (AO5)**

### **Work level description**

Work at this level may include a variety of functions as follows:

- managing the operations of a discrete organisational element, program or activity; or
- the operations of an organisational element which is part of a larger office within the total organisational structure; or
- under limited direction in relation to priorities and work practices, providing administrative support to a particular program, activity or administrative function and consultancy service to external organisations; or
- providing subject matter expertise or policy advice across a range of programs or activities undertaken by the organisation.

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

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

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

### **Characteristics of the work**

Work is usually performed under limited direction as to work priorities and the detailed conduct of the task.

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

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

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

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

### **Duties and skills**

Work at this level requires a knowledge of employer operations and the ability to interpret legislation, regulations and other guideline material relating to the operations and functions of the work area.

Work at this level may require:

- the ability to investigate, analyse, interpret or evaluate information for the guidance of employees or clients, or undertake research in relation to technical matters.
- well developed liaison and communication skills and the ability to negotiate with clients or other interested parties, within parameters decided by senior management.
- significant managerial ability, including the ability to supervise employees, set priorities, monitor work flow, develop local strategies, procedures and work practices and allocate resources.

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

### **Administrative Officer Level 6 (AO6)**

#### **Work level description**

Work at this level may involve:

- providing advice including policy, administrative, or specialist;
- undertaking work related to the management or administration of a program or activity;
- service delivery or corporate support functions, including project work and work policy development; and
- preparation or co-ordination of research papers, submissions on policy, technical, professional or program issues or administrative matters.

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

Work also includes the preparation, or overseeing the preparation, of correspondence and replies to Parliamentary Questions, Ministerial representations and other briefing material and representing the employer at meetings, conferences or seminars. Management of diverse occupational groups may be required of this level.

#### **Characteristics of the work**

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

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

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

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

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

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

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

### **Duties and skills**

Management skills and abilities necessary to undertake the allocation and monitoring of resources, the review of operations to determine their effectiveness and contribute to the development of policy initiatives or corporate strategies are usually required at this level. A knowledge of financial program management techniques related to the activity or corporate goal of the work area is usually required at this level, together with demonstrated personnel management skills and the ability to apply equal employment procedures and implement training and employee development.

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

Work at this level requires a knowledge and awareness of the employer's operations, as related to Government initiatives or policies.

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

## **Administrative Officer Level 7 (AO7)**

### **Work level description**

Work at this level may involve control of an organisational element involved in the administration or co-ordination of a specific program, activity or corporate support function at either the Section or Branch Head level, to achieve a result in line with the corporate goals of the employer.

The work may include:

- developing policy and/or providing policy, financial, specific subject matter or administrative advice, including specialist advice or undertaking high level project work;
- developing, implementing and reviewing policy instructions and administrative or specialist procedures for the guidance of functional elements of the organisation;
- initiating and formulating recommendations for the employer's programs;
- processing representations to the Minister, preparing replies to Parliamentary Questions, preparing Briefing Notes for senior level Managers and assisting in the preparation of Cabinet Submissions and correspondence;
- liaising with other Government bodies and community organisations including the preparation of public information on programs, activities or services; and
- representing the employer at meetings, conferences or seminars.

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

### **Characteristics of the work**

Work is undertaken at this level with broad direction usually from a senior level Manager or comparable officer in relation to priorities and the detailed conduct of the task. The activities undertaken would be of a complex or specific nature encompassing a significant element of total employer operations.

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

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

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

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

### **Duties and skills**

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

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

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

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

## **Administrative Officer Level 8 (AO8)**

### **Work level description**

Work at this level may involve responsibility for a major program or programs at statewide level and of critical importance to the employer, operating within broad policy guidelines or responsibility for a service-wide function.

High levels of discipline, expertise and experience are required combining elements of planning, organising, directing and evaluating.

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



The work may include:

- providing specialist consultancy advice within or across Agencies;
- developing policy and interpreting, reviewing and implementing policy instructions;
- setting objectives in the work area;
- processing representations to the Minister, overseeing responses to Parliamentary Questions, preparation of reports to Government, preparing ministerial briefing notes and correspondence;
- liaising with other Government bodies and community organisations, including the provision of public information on programs, activities or services; and
- representing the employer at meetings, conferences or seminars.

### **Characteristics of the work**

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

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

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

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

### **Duties and skills**

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

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

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

## **Schedule 4 - Generic Level Statements - Professional stream**

### **Professional Officer Level 1 (PO1)**

#### **Work level description**

Work at this level is restricted to those employees who have met the minimum entry requirements under the relevant legislation plus the education requirements for acceptance into an appropriate tertiary institution.

Appointment to this level is solely for the purpose of fulfilling prerequisite education and/or training prior to appointment to the substantive grade (UG-1 - Degree) in the Professional stream.

A requirement of this level is the successful completion of the educational or training requirements of the particular professional group.

Employees at this level may be enrolled as a full-time or part-time student, and if part-time, may be required to do work associated with the relevant profession, but at a level and under a degree of supervision appropriate to the skills held. This may include some work normally which would be carried out by Level 2 (i.e. Practising) Professional, provided such work is verified or validated by a qualified and experienced professional employee.

#### **Characteristics of the work**

Work within this level is performed under close supervision following standard routines, methods and procedures with little scope for deviation or the exercise of initiative or judgement.

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

Skills and knowledge will be acquired and demonstrated on a progressive basis consistent with the formal and informal training undertaken.

Positions at this level have no supervisory responsibility, although more experienced employees may be expected to assist new employees by providing basic advice and guidance.

#### **Duties and skills**

This level recognises that duties and skills will increase in complexity as the employee moves through the education and training phase.

Employees at this level usually perform repetitive tasks that are fully prescribed and are usually performed in response to standardised instructions or requests.

Employees at this level may undertake a combination of routine clerical, analysis, preparatory and operative duties requiring the application of basic skills and routines.

### **Professional Officer Level 2 (PO2)**

#### **Work level description**

Positions at this level consist of employees with a minimum of a UG1 (Degree) qualification or agreed equivalent and who are identified as belonging to the list of disciplines in Schedule 2.2.

Mandatory qualifications exist for entry to this level with an expectation of the application of professional knowledge gained through formal studies.

Positions at this level involve the delivery of basic professional services that are in support of the employer's objectives.

### **Characteristics of the work**

Work is initially performed under close supervision by a more experienced professional; however, this supervision is expected to reduce as experience increases. Guidance is always close at hand.

The resolution of problems may require the exercise of professional judgement through the selection and application of procedures, methods and standards, however guidance from more senior employees is readily available.

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

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

Possession of the mandatory tertiary qualification and experience is required for positions at this level.

Additionally, knowledge of basic practices and procedures relevant to the discipline is required. Professional judgement may be exercised within prescribed areas, however the provision of results is subject to verification and validation.

### **Duties and skills**

Positions at this level may involve an employee in a range of activities including the analysis and interpretation of findings as they relate to the elements of the work. They could also include the preparation of reports incorporating recommendations on basic operations.

Employees at this level perform non-repetitive tasks, governed by established procedures, specific guidelines and standardised instructions.

Employees at this level have obtained professional knowledge as indicated by successful completion of the appropriate 3 year undergraduate degree or diploma and are able to apply theoretical aspects of the relevant discipline to basic problems or minor phases of broader assignments.

## **Professional Officer Level 3 (PO3)**

### **Work level description**

This level usually requires professional expertise in one or more areas of a discipline. Detailed knowledge of standard professional tasks is required with scope existing for exercising initiative in the application of established work practices and procedures.

At this level some supervisory responsibility of more junior employees may be required. The degree of supervision is variable depending on the assignment or project.

Employees will be required to progressively obtain greater specialised knowledge through postgraduate qualifications or postgraduate developmental experience through attendance at specialist seminars and achieve higher level of outcomes under reducing professional direction.

### **Characteristics of the work**

Work is usually performed under general guidance with the general quality of output monitored by superiors. However, the technical content of the work is not normally subject to direct supervision. Guidance may be given in reviewing work programs or on unusual features of an assignment.

Employees are expected to exercise initiative in the application of professional practices either as a member (in some situations as leader) or a specialist professional in multi-disciplinary teams or independently and may deputise for the professional head of a small work unit.

Employees at this level may have supervisory responsibilities for technical employees, if required, together with responsibilities for training and development of more junior professional employees within the discipline.

### **Duties and skills**

Work at this level requires the undertaking of more complex activities and the selection and application of new and existing techniques and methodologies based on professional judgement.

Employees may carry out research under professional supervision and may be expected to contribute to the advances of the techniques used.

Supervisory responsibilities include on-the-job training, employee assessment and performance counselling in relation to more junior employees within the discipline or para professionals, as well as authority for the verification and validation of work results of supervised employees.

Duties also include the responsibility for varied professional assignments, requiring knowledge of either a broad or specialised field. Problems would be addressed by the use of combinations of standard procedures and/or modifications of standard procedures.

## **Professional Officer Level 4 (PO4)**

### **Work level description**

Work at this level usually requires the exercise of professional independence combined with competence derived from extensive experience and/or additional study.

Employees at this level exhibit high levels of initiative to accomplish objectives and undertake complex projects. This may be either on an individual basis, as a recognised specialist or a professional practitioner with responsibilities for complex duties, or as a senior specialist or leader in a multi-disciplinary team. Employees at this level may deputise for a professional head of a work unit.

The management of work groups may be a function of this level.

### **Characteristics of the work**

Work is performed with limited or no professional supervision. Professional guidance from superiors is only received for those aspects of work which involve new or sophisticated techniques or relate to areas outside the normal span of activity.

Any standard professional task within the discipline (including problem definition, planning, execution, analysis and reporting) is expected to be performed by an officer of this level.

Work at this level requires the development and provision of professional advice and consultancy services to other Agencies, industry representatives and the public. The level of information provided and recommendations made influence the decisions of others, including superiors and peers, especially in the monitoring, development and delivery of programs.

The general quality of advice given is monitored by superiors and is subject to professional standards.

The application of knowledge obtained through postgraduate specialist qualifications or extensive recognised expertise is required for appointment to this level.

Professional specialists at this level would undertake work with significant scope and/or complexity and/or undertake professional duties of an innovative, novel and/or critical nature without professional direction.

### **Duties and skills**

The duties undertaken at this level are of a complex and varied nature. They require detailed knowledge of the employer's operations combined with a specialist or very high level of practitioner knowledge of major activities in the work unit.

Managerial responsibility may cover a small number of professional and related technical employees, and includes training of more junior employees, co-ordination of workflow processes, responsibility for quality of output of the work unit, performance assessment and review, employee counselling, career planning and development, application of equal employment opportunity principles and implementation of occupational health and safety guidelines and principles.

Work at this level requires the ability to interpret legislation, regulations and other guideline material relating to the operations and functions of the work area.

## **Professional Officer Level 5 (PO5)**

### **Work level description**

Employees at this level are recognised as authorities within a particular specialised field of expertise or they may have extensive knowledge within the professional discipline and broad experience spanning more than one professional discipline.

Positions at this level may have professional responsibility for a large work group.

### **Characteristics of the work**

Work at this level may involve the exercise of substantial professional judgement based on knowledge of national initiatives and involvement in the development/application of discipline principles and new technology and/or knowledge of critical work which can involve a number of personnel from the disciplines or a variety of disciplines.

Work is usually performed without professional direction with a discretion permitted within the boundaries of broad guidelines to achieve organisational goals.

This level requires that employees be recognised by their peers as expert professionals in their field either as practitioners or as professional specialists. This recognition is acknowledged by higher qualifications or by publications in referred scientific journals.

The development and application of discipline principles and new technology may be a feature of this level, requiring the exercise of substantial professional judgement.

Management, initiation and formulation of research programs, major project or management of a scientific service or enterprise involving both a service and research work are features of this level.

Management of large work units, including prioritising work, training of employees, monitoring of work flow and setting of local strategic plans is often a feature of this level. Assessment and review of the standard of work of more junior professional employees may also be required.

Positions within this level will generally have a very high profile within the discipline and will operate within broad guidelines to achieve specific objectives with professional independence.

### **Duties and skills**

Work at this level requires a detailed knowledge of both governmental policies and procedures and an appreciation of their application in relation to the employer's operations. The ability to interpret and provide advice on legislation, regulations and other guideline material relating to the operations and functions of the work area is required.

Duties may span a range of activities in a complex, specialised environment and may include contributing to the formulation of corporate policy and the implementation of policy directives.

The provision of expert advice on a consultancy basis to outside bodies, Agencies and the public as well as participation on inter-organisational committees to develop policy, planning and other initiatives is required.

Significant managerial skills and the abilities necessary to monitor resource allocations, evaluate professional, technical and economic impacts of programs and formulate policy and corporate strategy proposals are a requirement of positions within this level.

The management of very complex projects involving a number of personnel from either the discipline or a variety of professional disciplines may be required.

## **Professional Officer Level 6 (PO6)**

### **Work level description**

Work at this level is usually under the broad direction of a senior executive and includes a requirement for high levels of expertise and experience to determine professional objectives and priorities within the frameworks of the employer's corporate goals, in the absence of general professional guidance.

Employees at this level are recognised as national or international authorities within their discipline and have generally made a significant contribution to the development of professional understanding on a national or international basis.

High levels of expertise and experience are required with a comprehensive knowledge of a recognised professional discipline.

This level may require the management of programs of critical importance to the State, to satisfy the Government's objectives or the employer's corporate goals.

### **Characteristics of the Level**

Work is undertaken in a highly complex or specialised field to establish and/or modify standards, guidelines, concepts, theories, techniques or principles, both by adapting precedents and by making significant departures from traditional approaches.

In the absence of other evidence higher qualifications or national/international professional recognition of expertise is considered essential to undertake duties at this level.

The provision of expert specialist consultancy skills with critical impacts to the industry, the State and at times the Nation must be combined with the exercise of total professional independence.

### **Duties and skills**

The lack of precedent is a significant feature of the majority of duties and actions undertaken.

Development and overseeing the implementation of new and high level programs and major investigations is a significant feature of this level, as is an emphasis on strategic management.

## **Schedule 5 - Generic Level Statements - Technical stream**

### **Technical Officer Level 1 (TO1)**

#### **Work level description**

Work at this level is restricted to those employees who have met the minimum entry requirements under the relevant legislation plus the education requirements for acceptance into the appropriate tertiary institution.

Appointment to this level is solely for the purpose of fulfilling prerequisite education and/or training prior to appointment to the substantive grade in the Technical stream.

A requirement of this level is the successful completion of the educational or training requirements of the particular technical group.

Employees at this level may be enrolled as a full-time or part-time student, and if part-time, may be required to do work associated with the relevant occupation, but at a level and under a degree of supervision appropriate to the skills held. This may include some work which normally would be carried out by Level 2 (i.e. Practising) Technical Officer, provided such work is verified or validated by a qualified and experienced technical employee.

#### **Characteristics of the work**

Work within this level is performed under close supervision following standard routines, methods and procedures with little scope for deviation or the exercise of initiative or judgement.

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

Skills and knowledge will be acquired and demonstrated on a progressive basis consistent with the formal and informal training undertaken.

Positions at this level have no supervisory responsibility, although more experienced employees may be expected to assist new employees by providing basic advice and guidance.

#### **Duties and skills**

This level recognises that duties and skills will increase in complexity as the employee moves through the education and training phase.

Employees at this level usually perform repetitive tasks that are fully prescribed and are usually performed in response to standardised instructions or requests.

Employees at this level may undertake a combination of routine clerical, analysis, preparatory and operative duties requiring the application of basic skills and routines.

### **Technical Officer Level 2 (TO2)**

#### **Work level description**

Positions at this level consist of employees with a minimum of a UG2/UG3 tertiary qualification or agreed equivalent and who are identified as belonging to the list of disciplines in Schedule 2.3.

Positions at this level involve the delivery of basic technical services which are in support of the employer's objectives.

### **Characteristics of the work**

Work is initially performed under close supervision by a more experienced professional or technical officer; however, this supervision is expected to reduce as experience increases. Guidance is always close at hand and work outcomes are closely monitored.

The resolution of problems may require the exercise of basic technical judgement through the application of standard procedures, methods and standards, however guidance from more senior employees is readily available.

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

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

Knowledge of basic practices and procedures relevant to the discipline is required with the possibility of specialisation in work application.

### **Duties and skills**

Positions at this level may involve an employee in a range of activities including the analysis of findings as they relate to the elements of the work. They could also include the preparation of reports incorporating recommendations on basic technical investigations, tests or measurements.

Employees at this level perform non-repetitive tasks, governed by established procedures, specific guidelines and standardised instructions. Work is generally undertaken under technical guidance of more senior employees.

Skills are generally transferable within particular disciplines.

Employees shall be required to have technical knowledge as indicated by successful completion of the appropriate UG/2 or UG/3 tertiary qualification and be able to apply theoretical aspects of the relevant discipline to basic problems or minor phases of broader assignments.

## **Technical Officer Level 3 (TO3)**

### **Work level description**

Work at this level requires detailed technical knowledge and experience with demonstrated high levels of accuracy and precision. An understanding of the organisation's functions, coupled with detailed knowledge of the units' operations, practices and procedures is necessary for competent performance.

An employee may be required to undertake a range of moderately complex tasks and functions. Specialisation in a particular discipline may be a feature of work at this level.

### **Characteristics of the work**

Work at this level is undertaken autonomously with limited guidance. Guidance is available for complex or unusual problems, research or moderately complex experimental work. However, the contribution of experience to resolve issues on a day to day basis for which there may be no established procedure is a requirement of this level.

Supervision of small work groups and responsibility for quality of output by the group may be a feature of this level.



### **Duties and skills**

The determination, conduct and evaluation of standard technical practices and procedures is required at this level. Significant technical responsibility exists for the application of new techniques to moderately complex problems and may be combined with limited specialist research.

Supervisory responsibilities are limited and would include on-the-job training, employee assessment and performance counselling in relation to more junior employees within the discipline.

## **Technical Officer Level 4 (TO4)**

### **Work level description**

Appointment to this level requires proven technical expertise and competence with demonstrated proficiency in applying established technical disciplines over several years either on an individual basis or as a member of a multi-disciplinary unit as either a technical practitioner or a technical specialist.

High levels of initiative in accomplishing technical objectives, which may be on an individual basis as a recognised technical specialist or as a senior technical specialist in a multi-disciplinary unit, are required.

### **Characteristics of the work**

Work is performed either independently, with limited guidance from superiors only received for those aspects of work which involve new or sophisticated techniques or relate to areas outside the position's normal span of activity, or as a member of a specialist or multi-disciplinary team.

Specialist technical consultancy either in the particular area of expertise or in a specialist area of expertise is required, as is a high level of technical assistance to the work group.

The general quality of advice given is monitored by superiors and is subject to professional standards.

Management of work groups may be a feature of this level.

### **Duties and skills**

Managerial responsibility includes training of more junior employees, co-ordination of workflow processes, responsibility for the quality of output of the work unit, performance assessment and review, employee counselling, career planning and development, application of equal employment opportunity principles and implementation of occupational health and safety guidelines and principles.

Work at this level requires the ability to interpret legislation, regulations and other guideline material relating to the operations and functions of the work area.

The investigation of a range of operating and design issues is a key duty of this level.

## **Technical Officer Level 5 (TO5)**

### **Work level description**

This level requires a high level of knowledge of complex conventional methods and techniques of a particular discipline resulting from many years' experience and/or advanced technical training.

High levels of autonomy and initiative are required to accomplish objectives and undertake complex research projects, which may be either on an individual basis as a recognised technical specialist or as a senior technical specialist in a multi-disciplinary team. Employees would be expected to work with only broad guidelines in accomplishing objectives and undertaking complex projects.

The management of large technical work units, which may be located across several work sites or involved in several programs, may be a function of this level.

### **Characteristics of the work**

Higher qualifications or further study or research experience is usually a characteristic of this level.

Management of large technical work units, including prioritising work, training of employees, monitoring of work flow and setting of local strategic plans is often a feature of this level. Assessment and review of the standard of work of more junior technical employees may also be required.

Work at this level requires the development and provision of specialist technical advice and consultancy services to other Agencies, industry representatives and the public. The level of information provided and recommendations made influence the decisions of others, including superiors and peers, especially in the monitoring, development and delivery of programs.

### **Duties and skills**

The duties undertaken at this level are of a complex and varied nature. They require detailed knowledge of the employer's operations combined with a specialist knowledge of major activities within the work unit.

Key duties and skills include the development of innovative methodologies, the application of proven techniques to specialised technical services and the undertaking of significant projects requiring the use of analytical skills.

The development and implementation of research studies, the preparation of reports and the formulation of recommendations and strategic plans in relation to the operation of the unit are key duties at this level.

## **Technical Officer Level 6 (TO6)**

### **Work level description**

Employees at this level are recognised as authorities within a particular specialised technical field of expertise. This expertise is exhibited through extensive knowledge and experience within the area of specialisation possibly gained through either research or further qualifications.

Positions at this level may have managerial responsibility for major work units.

Employees at this level exhibit high levels of initiative to accomplish objectives and undertake complex projects, which may be either on an individual basis as a recognised technical specialist or as a senior technical specialist in a multi-disciplinary team.

### **Characteristics of the work**

Work is usually performed without technical direction with a degree of individual discretion permitted within broad guidelines to achieve organisational goals.

The development and application of discipline principles and new technology requiring the exercise of substantial technical judgement may be a feature of this level.

Positions within this level will generally have a very high profile within the discipline and will operate within broad guidelines to achieve specific objectives with technical independence.

### **Duties and skills**

Work at this level requires a detailed knowledge of both governmental policies and procedures and an appreciation of their application in relation to employer operations. The ability to interpret and provide

advice on legislation, regulations and other guideline material relating to the operations and functions of the work area is required.

Duties may span a range of activities in a complex, specialised environment and may include contributing to the formulation of corporate policy and the implementation of policy directives.

The development of appropriate techniques in providing specialised technical services and the formulation of complex programs within the framework of objectives and priorities of major work units are key duties of this level.

The provision of expert advice on a consultancy basis to outside bodies, Agencies and the public and participation on inter-organisational committees to develop policy, planning and other initiatives is required.

Significant managerial skills and the abilities necessary to monitor resource allocations, evaluate program effectiveness and formulate policy and corporate strategy proposals are a requirement of positions at this level.

## **Schedule 6 - Generic Level Statements - Operational stream**

### **Operational Officer Level One (OO1)**

#### **Work level description**

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

#### **Characteristics of the Level**

Work at this level is performed under close supervision and direction following standard routines, methods and procedures with little scope for deviation or the exercise of initiative or judgement in the selection of appropriate means to complete the work assignment. Limited responsibility exists for the final outcome.

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

Positions at this level have no supervisory responsibility.

#### **Duties and skills**

Employees at this level usually perform repetitive tasks that are fully prescribed and are usually performed in response to standardised instructions or requests. There is only limited scope for interpretation.

### **Operational Officer Level 2 (OO2)**

#### **Work Level Characteristics**

Positions at this level involve the delivery of operational services whose work routines, methods and procedures are clearly established with limited scope for deviation.

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

#### **Characteristics of the Level**

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

Limited discretion is available for the selection of the appropriate means of completing duties or tasks. Guidance is always available and work outcomes may be closely monitored.

Positions at this level may have limited supervisory responsibilities with more experienced employees assisting new employees by providing guidance and advice.

#### **Duties and skills**

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

Duties may include field support or regulatory inspection activities, data collection and recording.

Employees at this level undertake a range of functions requiring the practical application of acquired skills and knowledge.

Technical skills not requiring trade or equivalent qualifications are required in order to safely and effectively operate basic machinery to perform routine and standard functions and organise duties across a working day to meet regular work load requirements.

### **Operational Officer Level 3 (OO3)**

#### **Work level description**

Appointment to this level requires proven expertise in the particular discipline with demonstrated proficiency in applying established techniques.

An understanding of the employer's functions coupled with detailed knowledge of the work units' operations, practices and procedures is necessary for competent performance.

#### **Characteristics of the Level**

Employees at this level work under general direction and undertake a range of functions which may require the application of trade based skills and experience or the practical application of a high level of skills.

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

Supervision of more junior employees within a small discrete work group or function may be a feature of this level.

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

Whilst there is some scope for the exercising of initiative in the application of established work practices and procedures, problems can generally be solved by reference to documented methods and instructions.

#### **Duties and skills**

Work at this level requires a sound knowledge of the employer's functions and the requirements of the discipline.

A sound knowledge of the operating procedures is required.

Supervisory responsibilities may include co-ordination of work-flow processes, training of more junior employees, responsibility for quality of output of the workgroup, employee assessment and performance counselling in relation to more junior employees.

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

Duties at this level may include application of trade based skills or equivalent involving field work, design/modification of equipment, research projects, support services and the collation and analysis of specimens or data.

### **Operational Officer Level 4 (OO4)**

#### **Work level description**

Work at this level requires specialised knowledge within the discipline.

Work is undertaken under limited direction as to work priorities and the detailed conduct of the task.

Employees may be responsible for larger work groups or functions, field groups or hospital and health service operations.

High levels of initiative in accomplishing objectives may be required to be exercised either on an individual basis or in a multi-disciplinary unit.

### **Characteristics of the Level**

Work is performed either independently or with guidance from superiors only received for those aspects of work which involve new or sophisticated techniques or relate to areas outside the positions normal span of activity.

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

### **Duties and skills**

Duties include the supervision of a work group or function, field group or regional operation, with responsibility for the standard of workmanship, completion of work assignments and allocation of resources.

Interpretation of guideline material and documented precedents and the application of judgment may be required in the determining solutions to problems.

## **Operational Officer Level 5 (OO5)**

### **Work level description**

Work at this level requires specialised knowledge of complex, conventional methods and techniques.

High levels of autonomy and initiative may be required to be exhibited in accomplishing objectives and undertaking projects.

Management of large work groups may be a factor.

### **Characteristics of the Level**

Employees at this level are subject to limited direction and may exercise managerial responsibility for a large and complex work program.

Usually only broad guidance and advice is provided as to operational requirements and deadlines to achieve end results in line with operating goals.

### **Duties and skills**

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

Managerial responsibility includes training of more junior employees, co-ordination of workflow processes, responsibility for quality of output of the work unit, performance assessment and review, employee counselling, career planning and development, application of equal employment opportunity principles and implementation of occupational health and safety guidelines and principles.

## **Operational Officers Levels 6 and 7 (OO6 & OO7)**

### **Work level description**

Work at this level requires specialised knowledge and may be undertaken autonomously.

These are managerial levels and may include responsibility for large and complex work groups.

### **Characteristics of these levels**

Responsibilities at these levels will reflect the size and complexity of the employer's operations and will normally entail significant independence of action in the allocation of resources within constraints imposed by management.

Work is performed under limited direction with a significant degree of discretion permitted within the boundaries of broad guidelines to achieve organisational goals.

### **Duties and skills**

Duties at this level reflect the independent operation of the employee and may involve significant allocation of resources.

Management of work units may include prioritising work, training employees, monitoring workflow and setting local strategic plans. Assessment and review of the standard of work of more junior employees is also a requirement of this level.

Work at this level requires a knowledge and awareness of the employer's operations as well as detailed knowledge of major activities of the work unit.

The requirement to interpret legislation, regulations and other guidance material relating to the operations and functions of the work area is necessary for adequate performance at this level.

## **Operational Officers Levels 8, 9 and 10 (OO8, OO9 & OO10)**

### **Work level description**

These levels are the management levels within the Operational Stream and include responsibility for large and complex work groups. An employee at this level will have the skills, expertise and training to manage resources required for the delivery of an individual service or composite service within an institution or sector of a hospital and health service. Such a service may relate to catering, household, laundry, portage, stores and supplies, grounds maintenance, general or clinical support services.

Determination of a position at this level shall be subject to position evaluation according to accepted methodology.

### **Duties and Responsibilities**

An employee at one of these levels will be able to:

- Manage the provision of a support service, or group of support services which may include the delegated responsibility for a range of authorities and accountabilities as determined by policy, such as:
  - management and monitoring of resources and finances;
  - review of operations to determine efficiency and effectiveness of the service;
  - implementation of quality control;
  - management of employees;
  - setting of work priorities and practices and manage work flows;
  - development and review procedures, strategies and policies consistent with corporate and hospital and health service objectives;
  - employee recruitment;
  - estimation of costs; and
  - management of work systems.
- Exercise a high degree of autonomy, initiative and judgement in the utilisation of resources under control and in day-to-day resolution of issues and problems, including:

- co-ordination and allocation of resources;
- employee training and instruction;
- prioritisation of work;
- safety measures and procedures;
- compliance with occupational health and safety obligations;
- co-ordination and monitoring of employee rehabilitation;
- preparation of reports and statistics; and
- assessment and review of the standard of work of more junior employees.
- Develop, implement and review strategic, business and operational plans, which will provide strategies for the achievement of service goals and objectives consistent with the employer's initiatives/directives.
- Provide a high level of leadership to employees within the work group.
- Exercise accountability and responsibility for the work production and outcomes of unit/s under control, and for the quality standards of work produced.

### **Knowledge, Skills and Abilities**

Employees at these levels:

- Are expected to demonstrate a high degree of managerial and leadership skills and abilities required to manage a support service or group of support services within a public health facility or across a hospital and health service.
- Must demonstrate personnel management skills and the ability to apply the principles and procedures relating to equal employment opportunity, employment relations and occupational health and safety.
- Have well developed liaison and communication skills and the ability to negotiate or communicate on behalf of the employer with clients or other interested parties

### **Qualifications**

It will be expected that employees at these levels will have gained extensive experience in the delivery of health services support systems and acceptable qualifications or training in interpersonal and management skills, appropriate to the level of the position.



## Schedule 7 - Supported Wage System

This Schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the supported wage system.

**Definitions** - In this Schedule:

**approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

**assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), or any successor to that scheme

**relevant minimum wage** means the minimum wage prescribed in this Award for the class of work for which an employee is engaged

**supported wage system (sws)** means the Commonwealth Government system to promote employment for people who cannot work at full Award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)

**sws wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

### Eligibility criteria

- (a) Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity, and who meet the impairment criteria for receipt of a disability support pension.
- (b) This Schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of the *Workers' Compensation and Rehabilitation Act 2003*.

### Supported wage rates

- (a) Employees to whom this Schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following Table and Note:

Assessed capacity (see below)	Relevant minimum wage*
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

\*Note: The minimum amount payable to an employee receiving a supported wage must not be less than \$82 per week.

- (b) Where an employee's assessed capacity is 10%, the employee must receive a high degree of assistance and support.

### **Assessment of capacity**

- (a) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the sws by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.
- (b) All assessments made under this Schedule must be documented in a sws wage assessment agreement and retained by the employer as a time and wages record in accordance with the Act.

### **Review of assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the sws.

### **Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this Schedule will be entitled to the same terms and conditions of employment as other workers covered by this Award on a *pro rata* basis.

### **Workplace adjustment**

If the employer wishes to employ a person under the provisions of this Schedule it must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation.

### **Trial period**

- (a) In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (b) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- (c) The minimum amount payable to the employee during the trial period must be no less than the amount recorded in the Note under the Table (above).
- (d) Work trials should include induction or training as appropriate to the job being trialled.
- (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment (see **Assessment of capacity** - above).

## **Schedule 8 - Employees working other than 38 hours per week**

Scientists, Technicians, Scientific Assistants, and Cadets employed in Pathology departments (however named) by the department or a hospital and health service as at 1 January 2015 shall continue to enjoy a 36.25 hour week so long as they continue their employment under this Award. An employee who resigns their employment and who is not re-employed by an other employer covered by this Award within a period of 3 months shall not be regarded as having continued their employment under this Award and shall no longer be entitled to enjoy a 36.25 hour week.

## **Schedule 9 - Directives Which Apply to Employees Covered by this Award**

### **Directives which apply by the operation of Schedule 3 of the *Public Service Regulation 2008***

- Domestic travelling and relieving expenses
- Early retirement, redundancy and retrenchment
- International travelling, relieving and living expenses
- Paid parental leave
- Recognition of previous service and employment
- Recruitment and selection
- Transfer and appointment expenses
- Transfer within and between classification levels and systems

### **Directives which apply as a term of this Award**

The terms and conditions of employment of the directives specified below shall apply until 30 November 2017 after which, where a directive covers an employee, the provisions of the directive will continue to apply to the employee.

- Long service leave
- Motor vehicle allowances
- Sick leave
- Special leave (insofar as it relates to bereavement leave)

### **Application of existing preserved conditions and directives**

Employees engaged prior to 1 March 1993 who:

- were subject to the provisions of, or received the benefits of, the *Public Service Management and Employment Act 1988* and Regulations (now prescribed in the *Public Service Act 2008*) and as such received the benefits of the terms and conditions prescribed by the *Public Service Act 2008* and Regulations; or
- by Award or administrative prescription, received the benefits of all or part of the provisions as contained in the *Public Service Act 2008* and Regulations,

will continue to be entitled to receive the following terms and conditions of employment of the Directives and Award specified below:

- Leave and travel concessions - Isolated centres
- Locality allowance
- Recreation leave: (Annual leave entitlement for officers headquartered in the Northern and Western Region)
- Salary determinations for overtime as prescribed in clause 6.4 of the *Queensland Public Service Award - State 2003*
- Special leave: (Discretionary leave as prescribed in Clause 8 of Directive No. 9/13)

By the Commission,  
[L.S.] J. STEEL,  
Industrial Registrar.