

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**INDIGENOUS AUSTRALIAN COMMUNITY  
HOUSING AWARD - STATE 2005**

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Indigenous Australian Community Housing Award - State 2005 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Indigenous Australian Community Housing Award - State 2005 as at 1 September 2010.

Dated 1 November 2010.

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

**INDIGENOUS AUSTRALIAN COMMUNITY  
HOUSING AWARD - STATE 2005**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Indigenous Australian Community Housing Award - State 2005.

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### 1.3 Date of operation

This Award takes effect from 21 November 2005.

#### **1.4 Application of Award**

- 1.4.1 This Award applies throughout the State of Queensland to all employees employed by Indigenous Community Housing Organisations for whom classifications and rates of pay are prescribed by this Award.
- 1.4.2 The conditions of this Award, except Part 6, apply to employees classified at Housing Manager Levels 5 and 6, provided the overall terms and conditions of employment for such employees are not less favourable than the provisions of this Award as a whole.

#### **1.5 Definitions**

- 1.5.1 "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.5.2 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.3 "Indigenous Community Housing Organisations" are Indigenous Australian organisations in Queensland that are the property manager or registered proprietor of housing, and rents those properties to Indigenous Australians. These organisations are responsible for the management and maintenance of those properties and/or the resourcing, coordination or development of the provision of housing for indigenous Australians. These activities are generally performed under various funding programs, for example, Bilateral/Trilateral Agreement for Indigenous Australian Housing.
- 1.5.4 "Union" means the Queensland Services, Industrial Union of Employees.

#### **1.6 Parties bound**

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

##### **1.6.1 Savings**

- 1.7.1 No employee shall have their conditions of employment altered to their detriment by reason of the coming into operation of this Award.
- 1.7.2 An employer's right to institute changes as outlined in clauses 4.9 and 4.10, including the transfer of an employee to lower paid duties, shall not be affected in any way by the operation of clause 1.7.

### **PART 2 - FLEXIBILITY**

#### **2.1 Enterprise flexibility**

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

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

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

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

- 3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.

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

## **3.2 Employee counseling and disciplinary procedures**

3.2.1 Each employer shall establish a procedure for counseling and disciplining employees where the employer has concern about their work performance or conduct. The procedure should be designed to suit the size and nature of the enterprise and shall incorporate the following provisions:

### *3.2.2 Counseling and verbal warnings*

Where the employer has concerns about the work performance or conduct of an employee, the employer shall initiate counseling of the employee concerned to make them aware of the deficiencies in their performance and the standard of performance that the employer requires the employee to meet. At the commencement of counseling the employer shall make the employee aware of the nature of the counseling meeting and the specific areas of concern. Such counseling may or may not be concluded by the employer giving the employee a verbal warning to improve performance or cease the conduct complained of. Any counseling and/or verbal warnings should be documented.

### *3.2.3 Subsequent counseling and/or written warnings*

Where the employer considers that action is necessary because an employee's work performance or conduct or their continuing work performance or conduct following the procedure in clause 3.2.2 having been completed, has not improved, the employer may counsel or further counsel as the case may be, and shall give a written warning outlining the employer's concerns and reasons for coming to that conclusion.

3.2.4 Nothing in this procedure shall prevent the employer from repeating steps specified in clauses 3.2.2 or 3.2.3 where the particular circumstances require it.

3.2.5 In relation to this procedure the employer shall ensure that:

- (a) Where the employee has been counseled or warned to improve work performance or conduct, a reasonable time shall be given to enable the employee to comply;

- (b) The employee is given an opportunity to respond to any concern or allegation made; and
- (c) In a process where the employee is likely to be given a verbal or written warning, the employee is to be informed of their right to be accompanied by their Union or other personal representative.

3.2.6 Nothing in this procedure shall restrict the employer's right to summarily dismiss an employee in circumstances that warrant summary dismissal. The following may represent conduct warranting summary dismissal, subject to the employer being able to substantiate the allegation and subject to clause 4.8.5.

- (a) theft;
- (b) assault;
- (c) fraud;
- (d) being in a state of intoxication during work hours;
- (e) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employment contract; and
- (f) other serious misconduct.

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

### **4.1 Contract of employment**

4.1.1 Upon engagement an employer shall provide each new employee (except a casual employee) with a written contract of employment which specifies:

- (a) An outline of the main duties of the position;
- (b) The employee's regular hours of work and the employee's normal span of hours for ordinary duty;
- (c) The employee's classification and rate of pay pursuant to this Award;
- (d) The length of any probationary period which might apply and the final working date of the probation period; and
- (e) The nature and detail of engagement in accordance with clause 4.1.2.

4.1.2 An employee shall be engaged on one of the following bases:

- (a) Full-time;
- (b) Part-time;
- (c) Casual; or
- (d) Fixed term

### **4.2 Probationary employment**

The first 3 months of employment shall be a probationary employment period, unless agreed to in writing prior to commencement of employment that a shorter or longer period of probation shall apply. The employer or the employee may terminate the employment of the employee by giving to the other party not less than one week's notice of such termination in writing.

### **4.3 Full-time employment**

An employee not specifically engaged on a part-time or casual basis shall be a full-time employee.

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

4.4.1 Part-time employee means a person other than a casual or full-time employee who is engaged to work regularly but less than an average of 38 ordinary hours per week.

4.4.2 For ordinary working hours a part-time employee shall be paid for each hour worked during ordinary hours

1/38th of the weekly rate prescribed by this Award and shall be entitled to payment on a *pro rata* basis for leave and other entitlements provided in this Award.

- 4.4.3 If a part-time employee is required to work full-time or have their hours increased for a legitimate reason for a mutually agreed specified period then their employment as a part-time employee as detailed in their original contract will remain unchanged.
- 4.4.4 Any permanent increase in the number of hours worked or arrangement of those hours shall only be made by mutual agreement of the employer and employee.
- 4.4.5 A part-time employee shall work regular hours and days which shall not be modified unless mutually agreed.
- 4.4.6 A part-time employee's hours shall be a minimum of 3 hours for each instance they are engaged to work.

#### **4.5 Casual employment**

- 4.5.1 Casual employee means an employee who is engaged intermittently for work of an unexpected or casual nature and does not include an employee who could properly be engaged as a weekly or part-time employee or those employed on a fixed term contract in accordance with this Award.
- 4.5.2 An employee engaged on a casual basis shall be paid for a minimum period of 3 hours for each instance they are engaged to work.
- 4.5.3 Casual employees, upon engagement, are to be informed in writing that:
  - (a) they are casual workers and engaged by the hour;
  - (b) subject to clause 4.5.2, a casual worker will be only paid for actual time worked;
- 4.5.4 For ordinary working hours a casual employee shall be paid 1/38th of the weekly rate prescribed by this Award plus a loading of 23%.
- 4.5.5 Except in certain circumstances a casual employee is not entitled to any form of paid or unpaid leave. The exceptions would generally apply to long service leave and family leave. Such provisions can be found in the relevant State industrial legislation

#### **4.6 Fixed term/temporary employment**

- 4.6.1 An employee may be engaged on a fixed-term contract where work for a temporary period is available, and/or for one-off projects.
- 4.6.2 A fixed term employee may be engaged to work on either a weekly or part-time basis:
  - (a) For the completion of a specified task(s) or a one-off project; or
  - (b) To relieve in a vacant position arising from an employee taking leave in accordance with this Award; or
  - (c) For the temporary provision of specialist skills that are not available within the organisation for a specified period of time; or
  - (d) To fill short term vacancies resulting from the resignation of a permanent employee during the recruitment and selection process.
- 4.6.3 A fixed-term contract operates for a specific period of time, as agreed between the parties prior to engagement. At the end of the specified period, the contract and the employment of the individual is terminated.
- 4.6.4 For a one-off project, the fixed-term contract operates for the duration of a specified work task, or range of tasks, as agreed between the parties prior to engagement. Once the task(s) is completed, the contract and the employment of the individual is terminated.
- 4.6.5 When offering employment on a fixed term basis, the employer shall advise the employee in writing of the temporary nature of the employment, the actual or expected duration of employment, and that employment beyond the period is not expected.
- 4.6.6 If a fixed term employee is subsequently appointed to a permanent position with the employer, any period of the fixed term contract completed immediately prior to the commencement of the permanent position shall be recognised as service with the employer for calculating leave entitlements, provided that the employee has not taken or received payment in lieu of those leave entitlements.

#### **4.7 Incidental or peripheral tasks**

- 4.7.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this Award provided that such duties are not designed to promote deskilling or limit the provision of on-site training and multi-skilling.
- 4.7.2 An employer may direct an employee to carry out such duties and use the equipment as may be required provided that the employee has been properly trained in the use of the equipment.
- 4.7.3 Nothing in clause 4.7 will be construed as limiting or affecting the right of the employer to reasonably require an employee of any classification to perform duties of any other classification from time to time, whether or not those duties are of a higher or lower classification than those of the employee.
- 4.7.4 Any direction issued by an employer pursuant to clauses 4.7.1, 4.7.2 and 4.7.3 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment, and shall not alter the employee's contract of employment.

#### **4.8 Termination of employment**

##### *4.8.1 Termination of employment*

- (a) In order to terminate the employment of a full-time or part-time employee as defined in clauses 4.3 and 4.4 the employer shall give to employees the following notice:

Period of Continuous service with the employer	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- (b) In addition to the notice prescribed in clause 4.8.1(a), employees over 45 years of age, at the time of the giving of the notice, with not less than 2 years' continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice prescribed in clauses 4.8.1(a) and 4.8.1(b) shall be made if the appropriate notice period is not given:
- Provided that employment may be terminated by part of the period of notice specified and part payment made in lieu thereof.
- (d) In calculating any payment in lieu of notice the wages an employee would have received in respect of the normal time they would have worked during the period of notice had their employment not been terminated shall be used.
- (e) The period of notice in clause 4.8 shall not apply in the case of conduct which justifies instant dismissal, or in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.

##### *4.8.2 Notice of termination by employee*

- (a) The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned.
- (b) If any employee fails to give notice, the employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice required.

##### *4.8.3 Certificate of service*

- (a) Upon termination of employment for any reason whatsoever, the employer shall furnish the employee with a certificate of service in the following form:
- (i) Employee's name:
- (ii) Period of employment: From ..... to .....

- (ii) Title of position:
- (iv) Signed by the authorised person (employer's delegate).
- (v) Date:

#### 4.8.4 *Summary dismissal*

Notwithstanding the provisions of clause 4.8.1(a), an employer shall have the right to summarily dismiss any employee without notice for misconduct which justifies instant dismissal, and in such case the wages shall be paid up to the time of dismissal only.

#### 4.8.5 *Dismissals not to be unfair, unjust or unreasonable*

- (a) Termination of employment by an employer shall not be harsh, unjust or unreasonable.
- (b) For the purpose of clause 4.8, termination of employment shall include termination with or without notice.
- (c) Without limiting the above except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the ground of race, age, colour, sex, marital status, sexual preference, disabilities, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.

### **4.9 Introduction of change**

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

- (a) Where an employer has made a definite decision to introduce major changes in program, organisation, structure or technology that are likely to have significant effect on employees, the employer shall notify the employees and their nominated representative who may be affected by the proposed changes.
- (b) "Significant effect" include termination of employment, major changes in the composition, operation of size of the employers' workforce or in 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:

#### 4.9.2 *Employer's duty to discuss change*

- (a) The employer shall discuss with the employees affected and their nominated representative:
  - (i) the introduction of the changes referred to in clause 4.9.1;
  - (ii) the effects such changes are likely to have on employees;
  - (iii) measures to avert or mitigate the adverse effects of such changes on employees; and
  - (iv) any other such relevant matters.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 4.9.1.
- (c) For the purpose of such discussion, the employer shall provide in writing to the employees concerned and their nominated representative:
  - (i) all relevant information about the changes including the nature of the proposed changes; and
  - (ii) the expected effects of the changes on employees and other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would be detrimental to the employer's interest.

### **4.10 Redundancy**

#### 4.10.1 *Discussions before termination*

- (a) Where an employer has made a definite decision that they no longer wish the job the employee has been doing to be done by anyone and that decision may lead to termination of employment, the employer shall

hold discussions with the employees directly affected and their nominated representative. Such circumstances may include the cessation and/or reduction in grant funding.

- (b) The discussions shall take place as soon as practicable after the employer has made a definite decision which will invoke the provisions of clause 4.10.1(a) and shall cover:
  - (i) any reasons for the proposed termination;
  - (ii) measures to avoid or minimise the terminations;
  - (iii) measures to mitigate any adverse effects of any terminations on the employees concerned; and
  - (iv) any other such relevant matters.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their nominated representative, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that the employer shall not be required to disclose confidential information the disclosure of which would be adverse or unfavourable to the employer's interest.

#### 4.10.2 *Transfer to lower paid duties*

Where an employee is transferred to lower paid duties for reasons set out in 4.10.1 the employee shall be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated as per clause 4.8.1. Additionally, the employer may at the employer's option, maintain the employee's wages at the former ordinary time rate of pay for the number of weeks of notice still owing.

#### 4.10.3 *Severance pay*

In addition to the period of notice prescribed for ordinary termination in clause 4.8.1 and subject to any further order of the Commission in accordance with clause 4.10.9, an employee whose employment is terminated as a result of being made redundant, shall be entitled to the following amount of severance pay in respect of continuous period of service:

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

"Weeks' pay" means:

- (a) for full-time employees the current ordinary weekly rate of pay; and
- (b) for part-time employees, an amount calculated by the average number of hours worked over the past 52 weeks.

#### 4.10.4 *Employee leaving during notice*

An employee may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under clause 4.10 had they remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of the remainder of the period of notice as provided in clause 4.8.1.

#### 4.10.5 *Alternative employment*

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

#### 4.10.6 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee as a result of being made redundant, the employee shall be allowed up to one day's time off without loss of pay during each week of notice period

(refer to clause 4.8.1) for the purpose of seeking other employment.

- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.10.7 *Notice to Centrelink*

Where a decision has been made to terminate employees as a result of being made redundant where 15 or more employees are involved, the employer shall notify the local office of Centrelink (or its successor) as soon as possible, giving relevant information including a written statement for the reasons for the terminations, the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

#### 4.10.8 *Employees exempted*

- (a) Clause 4.10 does not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (b) Clause 4.10 does not apply to:
  - (i) employees whose employment has been terminated as a consequence of conduct that justifies instant dismissal; or
  - (ii) casual employees; or
  - (iii) employees engaged for a specific period of time or for a specified task or tasks.

#### 4.10.9 *Incapacity to pay*

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

### **4.11 Anti-discrimination**

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

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

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

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

4.11.4 Nothing in clause 4.11 is to be taken to affect:

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

## **PART 5 - WAGES AND WAGE RELATED MATTERS**

### **5.1 Wage rates**

	Per annum \$	Per week \$
Level 1		
Year 1	33,795	647.70
Year 2	34,795	666.90
Year 3	35,899	688.00
Year 4	36,899	707.20
Level 2		
Year 1	38,691	741.50
Year 2	39,691	760.70
Year 3	40,795	781.90
Year 4	41,795	801.00
Level 3		
Year 1	43,795	839.30
Year 2	44,795	858.50
Year 3	45,795	877.70
Year 4	46,691	894.90
Level 4		
Year 1	47,691	914.00
Year 2	48,691	933.20
Year 3	49,691	952.30
Year 4	50,691	971.50
Level 5		
Year 1	52,691	1,009.80
Year 2	54,262	1,040.00
Year 3	55,834	1,070.10
Year 4	57,405	1,100.20
Level 6		
Year 1	58,976	1,130.30
Year 2	60,548	1,160.40
Year 3	62,119	1,190.50
Year 4	63,691	1,220.70

(The weekly wage rates can be obtained by dividing the per annum rate by 52.178).

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

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

## 5.2 Classification structure

### 5.2.1 Support worker - Level 1

Means an employee whose prime function is to provide administrative support. An employee at this level works under general supervision and assists in carrying out functions that meet the operational requirements and contributes to the smooth running of the organisation.

- (a) Responsibilities at this level may include:
  - (i) collecting rent from the tenants;

- (ii) assisting in organising repairs and maintenance of property;
- (iii) secretarial and accounts/budget support;
- (iv) assisting with administrative functions;
- (v) assisting management with special projects; and
- (vi) providing advice and information on various aspects/services of the organisation.

(b) Requirements at this level may include:

- (i) ability to operate computers, their programs, and other office equipment and initiate corrective action;
- (ii) basic knowledge of administrative priorities and procedures relevant to the organisation; and
- (iii) basic numeracy, written and verbal communication, and time management skills.

### 5.2.2 *Support worker - Level 2*

Means an employee whose prime function is to provide management support. An employee at this level works under general direction, sets goals/objectives for their own work, and will solve basic problems.

(a) Responsibilities at this level may include:

- (i) data compilation;
- (ii) information management;
- (iii) ensure rent is collected from tenants;
- (iv) supervision of level 1 employees;
- (v) applying computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;
- (vi) accounts and budget preparation under direction of a more senior employee; and
- (vii) coordinate basic projects, activities or programs.

(b) Requirements at this level may include:

- (i) proficient operation of computer systems;
- (ii) an ability to work within clearly defined organisational guidelines, practices and procedures;
- (iii) sound knowledge of operational requirements;
- (iv) effective verbal and non-verbal communication skills; and
- (v) an ability to effectively handle sensitive information and interactions with others.

### 5.2.3 *Housing manager - Level 3*

Means an employee whose prime function is to manage the operations of a small and/or less complex housing organisation, or to assist in managing a more complex organisation.

An employee at this level is responsible for leadership, carrying out policies as determined by a more senior employee or the Board from time to time, and exercise delegated authority within policy parameters.

(a) Responsibilities at this level may include:

To contribute to the operational objectives of the workplace which may include:

- (i) overall property and tenancy management, including overseeing management of the repairs and maintenance and of tenant management;

- (ii) coordinate and administer specific operations;
- (iii) contribute to policy development;
- (iv) compliance with statutory requirements of the employer and/or the organisation;
- (v) community liaison;
- (vi) training;
- (vii) income generation;
- (viii) financial and budget management;
- (ix) human resource management.
- (x) use a high degree of judgement, initiative, confidentiality, and sensitivity in the performance of the work; and
- (xi) supervision of level 1 and/or level 2 employees.

The distribution of these responsibilities can be determined by the size and complexity of the organisation, its services and projects.

(b) Requirements at this level may include:

- (i) proficient operation of computer systems;
- (ii) high level of knowledge of operational requirements of the organisation;
- (iii) an ability to exercise initiative and judgement where practices and direction are not clearly defined; and
- (iv) highly developed interpersonal skills in order to gain cooperative working relationships.

#### *5.2.4 Housing manager - Level 4*

Means an employee whose prime function is to manage the overall operations of a housing program or a medium-sized and/or moderately complex organisation.

An employee at this level shall have delegated authority to plan, develop, and implement policies, programs and services which contribute to outcomes as deemed necessary by the Board.

(a) Responsibilities at this level may include:

- (i) exercise managerial control of the operation and specific or desired performance outcomes;
- (ii) planning, controlling and giving the organisation direction in finances and budgeting, human resource management, marketing etc;
- (iii) undertake analysis/design for the development and maintenance of projects and/or undertaking programming in specialist area;
- (iv) provide expert advice to employees and members of the Board, as required from time to time;
- (v) undertake publicity assignments within the parameters set by the Board;
- (vi) oversee property management and tenancy management; and
- (vii) Level 3 responsibilities.

(b) Requirements at this level may include:

- (i) knowledge of organisational programs, policies and activities;
- (ii) expertise in planning, problem solving, evaluation and coordination, including project management; and

- (iii) requirements of Level 3.

#### 5.2.5 *Housing manager - Level 5*

Means an employee whose prime function is to manage the overall operations of a housing program or a large and/or complex housing organisation, which may include a wide range of associated functions or programs. An employee at this level has significant delegated authority for overseeing management of a diverse organisation requiring a high degree of managerial skills. They will be responsible for the management of staff and/or will oversee the development of the organisation in accordance with the principles of self-management and autonomy as directed by the Board.

- (a) Responsibilities at this level may include:
  - (i) exercise extensive managerial control of a housing program or a large and/or coordinating complex housing and associated activities;
  - (ii) administer complex policy and program development and implementation including evaluating operations to determine their effectiveness;
  - (iii) apply high level analytical skills in the attainment and satisfaction of organisational objectives;
  - (iv) negotiate on matters of significance within the organisation and with other bodies and/or members of the public;
  - (v) develop, plan and supervise the implementation of educational and/or developmental programs in a range of areas; and
  - (vi) the responsibilities for Level 4.
- (b) Requirements at this level may include:
  - (i) An ability to provide high level advice;
  - (ii) a good understanding of the long term goals of the organisation;
  - (iii) an ability to solve complex professional problems; and
  - (iv) Level 4 requirements.

#### 5.2.6 *Housing manager - Level 6*

Means an employee whose prime function is to manage the overall operations of regional housing program/s or an extensive and/or highly complex housing organisation, which may include a wide range of associated functions or programs.

An employee at this level has significant delegated authority for overseeing management of a diverse organisation requiring a high degree of managerial skills. They will be responsible for the management of staff and will oversee the development of the regional housing program/s and/or organisation in accordance with the principles of self-management and autonomy as directed by the Board. In addition, employees at this level will require a high level of proficiency in applying theoretical approaches in the search of optimal solutions to new problems and opportunities.

In addition to the responsibilities and requirements at Level 5, an employee at Level 6 will include some of the following:

- (a) the identification of current and future options and the development and/or coordination of strategies to achieve desired outcomes; and/or
- (b) providing financial, specialised, technical, professional and/or high level administrative advice on policy matters within the organisation or to other housing organisations or organisations external to the sector such as government; and/or
- (c) a significant independence of action, providing initiative which will have a major impact upon policies and programs; and/or
- (d) other responsibilities and requirements of a similar value.

### **5.3 Movement within classification Levels**

5.3.1 An employee shall not move from one paypoint to the next paypoint within the classification level until:

- (a) In the case of a full-time employee such employee has received such salary/wages for a period of 12 months;
- (b) In the case of part-time employee or casual employee, such employee must have worked 800 ordinary hours and has been employed for a minimum period of 12 months on that paypoint.
- (c) Notwithstanding anything contained above, no employee shall be entitled to receive annual salary/wage level movements by virtue of this Award if after undergoing a formal counselling process, it was deemed that their performance was not satisfactory.
- (d) Nothing in clause 5.3 shall prevent appointment at any paypoint that reflects the degree of responsibility of the position and/or commensurate with skills and experience.

#### **5.4 Salary benefits/packaging**

5.4.1 Notwithstanding the wages/salary rates specified in this Award, where agreed between the employer and an employee, the employer may introduce remuneration packaging in respect of salary (including any negotiated salary allowable) and the terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this Award and shall be subject to the following provisions:

- (a) the employer shall ensure that the structure of any agreed package complies with taxation and other relevant laws;
- (b) the employer shall advise the employee, in writing, that all employment conditions, other than the salary (including any negotiated salary allowable) shall continue to apply;
- (c) the agreement, the terms and conditions of which shall be in writing and signed by both the employer and employee, shall detail the components of the total remuneration package for the purpose of this Award (a copy of an authority form is attached as Schedule 1);
- (d) the employee shall package up to 30% of the applicable salary described in clause 5.1 to a non-salary benefit;
- (e) a copy of this agreement referred to in clause 5.3.1(c) shall be given to the employee, and the employee shall be given adequate prior opportunity to view the document;
- (f) the configuration of the remuneration package shall remain in force for the period agreed between the employee and the employer;
- (g) where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised, by agreement between the employer and the employee, any unused amount may be carried forward to the next period or paid as salary which will be subject to usual taxation requirements;
- (h) the calculation of overtime under the agreement will be based on not less than the Award's rates of pay as per clause 5.1.
- (i) the calculation of the entitlements concerning sick leave, occupational superannuation and annual leave loading will be based on the value of the employee's total wage as outlined in clause 5.1.
- (j) should a staff member cease employment during the term of this agreement, any unused Salary Sacrifice Benefit will either be paid to one of the nominated allowable items or shall be converted to normal gross wages and paid out upon termination, attracting the appropriate taxation.
- (k) in the event of an employee providing false or misleading information in respect to expenditure in line with items nominated and where this may prejudice the continuation of the packaging arrangements, access to packaging will be withdrawn by the employer for the employee concerned;
- (l) notwithstanding any of the above arrangements, the employer may give the employee 3 months' notice to cancel the arrangement or the employee may give the employer one month's notice of cancellation.

#### **5.5 Payment of wages**

5.5.1 All wages shall be paid weekly or fortnightly by cash or by cheque or electronic transfer by agreement between the employer and employee.

5.5.2 Wages shall be paid during working hours on a weekday mutually agreed to by the employer and employees in

each service, being not more than 5 days following the end of the pay period. The pay day selected, once agreed, must not be changed without mutual agreement between the employer and a majority of employees.

5.5.3 Upon termination of employment wages due to an employee shall be paid on the date of such termination or forwarded by post on the next working day.

## 5.6 Superannuation

### 5.6.1 Definitions

- (a) "Act and Regulations" means the *Occupational Superannuation Standards Act 1987* and Regulations pertaining thereto, and as amended from time to time.
- (b) "Eligible employee" means any person employed on a full-time or part-time basis and casual employees who earn more than \$450 gross per month employed under the terms of this Award.
- (c) "Employer" means any employer who is bound by this Award.
- (d) "Ordinary time earnings" means the employee's wage for work performed in ordinary hours.
- (e) The "Superannuation Fund" means The Health Employees Superannuation Trust Australia of the Australian Superannuation Savings Employment Trust or the Superannuation Trust of Australia or the Australia Retirement Fund or an alternative approved Fund which meets the requirements of the Commonwealth Government operational standards for occupational superannuation.

### 5.6.2 Contributions

- (a) The employer shall contribute on behalf of each eligible employee, such superannuation contributions as required to comply with the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time:
  - (i) 2002/2003 9%
  - (ii) Other conditions shall be in accordance with the Superannuation Guarantee legislation.
- (b) Contributions will be made to the superannuation fund in the manner and at the times specified by the terms of the fund or in accordance with any agreement between the employer and the Trustees of the Fund.

### 5.6.3 Fund membership

- (a) On engagement, and for existing employees, the employer shall make the employee aware of the employee's entitlements under clause 5.6 and offer the employee the opportunity to become a member of the appropriate Fund. The employer shall provide the employee with full details of the Superannuation Fund defined in clause 5.6. An employee shall be required to properly complete the necessary application form(s) to become a member of the fund.
- (b) Where the employee is not a member of the fund, but eligible to join the fund, the employer shall remind the employee, in writing, of the employee's entitlements, within a period of a further 6 months from the date of becoming eligible for superannuation.

### 5.6.4 Absence from work

- (a) Paid leave

Subject to the Trust Deed of the fund of which the employee is a member, absences from work will be treated in the following manner:

Contributions shall continue whilst a member of the fund is absent on paid leave such as annual leave, long service leave, public holidays, jury service, sick leave and bereavement leave.

- (b) Unpaid leave

Contributions shall not be required to be made in respect of any absence from work without pay.

- (c) Work related injury and sickness

In the event of an eligible employee's absence from work due to work related injury or sickness,

contributions will continue for the period of the absence (subject to a maximum of 52 weeks total absence for each injury or sickness) provided that the member of the fund (employee) is receiving payments pursuant to the Queensland workers' compensation legislation.

## **5.7 Higher duties**

An employee who is called upon by the employer to perform the duties of another employee in a higher classification under this Award for 5 consecutive working days or more shall be paid for the period for which duties are assumed at a rate not less than the minimum rate prescribed for the higher classification.

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

### **6.1 Operation of 38 hour week**

Subject to clause 6.4 (Implementation of 38 hour week), the ordinary hours of work shall be average of 38 per week, to be worked on one of the following bases:

- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
- (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (c) 114 hours within a work cycle not exceeding 21 days; or
- (d) 152 hours within a work cycle not exceeding 28 consecutive days.

### **6.2 Hours of work**

- 6.2.1 The ordinary hours of work prescribed shall be worked between Monday to Friday.
- 6.2.2 The ordinary hours of work prescribed herein shall be worked between the hours of 6.00 a.m. and 6.00 p.m.
- 6.2.3 The ordinary starting and finishing times may be altered as to all or a group of employees provided that there is agreement between the employer and the majority of employees directly affected.
- 6.2.4 The ordinary hours of work prescribed herein shall not exceed 10 hours on any day.

### **6.3 Method of working the 38 hour week**

- 6.3.1 The 38 hour week shall be implemented on one of the following bases, most suitable to the particular organisation, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:
  - (a) by employees working less than 8 ordinary hours each day; or
  - (b) by employees working less than 8 ordinary hours one or more days during each work cycle; or
  - (c) by fixing one or more work days on which all employees will be off during a particular work cycle; or
  - (d) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.
- 6.3.2 Notwithstanding any other provision in clause 6.3, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned, may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
- 6.3.3 Where a rostered day off falls on a public holiday, another day shall be agreed to be taken in lieu thereof.

### **6.4 Implementation of 38 hour week**

- 6.4.1 The employer and all employees concerned in each establishment shall consult over the most appropriate means of implementing and working a 38 hour week.
- 6.4.2 The objective of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.3.
- 6.4.3 The outcome of such consultation shall be recorded in writing.

- 6.4.4 In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their relevant employee or employer organisation.
- 6.4.5 Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour week is implemented or worked from time to time.
- 6.4.6 After implementation of the 38 hour week, upon giving 14 days' notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees concerned, utilising the foregoing provisions of clause 6.4, including clause 6.4.5.

## **6.5 Meal break**

- 6.5.1 Employees shall be entitled to an unpaid meal break of a minimum of 30 minutes and a maximum of one hour to be taken between the 4th and 6th hours from commencement of duty.
- 6.5.2 Where an employee is instructed to work through their meal break they shall be paid at the rate of time and a half until released from duty for a meal break.

## **6.6 Rest pauses**

- 6.6.1 All employees covered by this Award who work a minimum of 4 consecutive ordinary hours shall be entitled to a rest pause of 10 minutes' duration in the employer's time.
- 6.6.2 Employees covered by this Award who work a minimum of 7.6 consecutive ordinary hours on any day shall be entitled to a rest pause of 10 minutes' duration in the first and second half of the day.
- 6.6.3 Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.
- 6.6.4 By agreement between the employer and employee/s, the rest pauses may be combined into one break of 20 minutes.

## **6.7 Overtime**

- 6.7.1 All time worked in excess of or outside of the ordinary hours of work contained in clause 6.2, that is unable to be taken as time off in lieu and is in excess of the maximum amount able to be accumulated in 6.8.2 shall be deemed as overtime as shall be paid at the rate of time and a half.
- 6.7.1 Overtime shall be compensated for by time off work in lieu of overtime at a rate of 1.5 hours off for each hour of overtime worked unless otherwise expressly agreed by the employer and employee.
- 6.7.2 In consultation with the employees, each employer shall establish a procedure for approval of overtime.
- 6.7.3 Overtime shall only be worked with the prior approval of the employer provided that the above procedure may allow for employees to work overtime without specific prior approval in defined emergency situations.
- 6.7.4 Time off in lieu of overtime
- 6.7.5 Time off in lieu should be taken as soon as practical thereafter, provided that where this is not possible additional time worked may be accumulated up to 7 hours 36 minutes per month and to a maximum of 38 hours per year. Time off in lieu shall be taken at such times that are negotiated between the employee and the employee's supervisor.
- 6.7.6 Where an employee has accumulated 38 hours, the employee by mutual agreement with the employer may take time off in conjunction with current annual leave credits. Where time off in lieu is taken in conjunction with current annual leave credits; such time shall not accrue annual leave loading as provided in normal annual leave.

## **6.9 Flexible working arrangements**

Where an employee has not worked a 38 hour week and has not been absent on paid leave, provision shall be made for time in lieu owing to the employer. Where the employee's time in lieu shows a deficit in excess of 7 hours 36 minutes, the employer shall deduct in ordinary hours that amount from the next pay period.

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

## **7.1 Annual leave**

- 7.1.1 Annual leave as herein provided shall be allowed to each employee (other than an employee in casual employment) after 12 months' continuous service.
- 7.1.2 Service performed before the date on which this Award comes into operation will be taken into account when calculating annual leave. However an employee will not be entitled to leave, or payment in lieu thereof, for any period for which leave, or payment in lieu thereof, has already been allowed or made.
- 7.1.3 A full-time employee is entitled to 20 working days annual leave after 12 months' continuous service. Annual leave may be taken either continuously or broken.
- 7.1.4 Annual leave shall be taken at a mutually agreed upon time within a period not exceeding 6 months from the date when the right to annual leave accrued, provided that such annual leave may be deferred by mutual agreement in writing between the employer and employee.
- 7.1.5 Unless an employer and employee otherwise agree, and where the employee has accrued annual leave in excess of 8 weeks, an employer may give notice, which must be at least 4 weeks, of the date on and from which the employee's annual leave is to be taken and the employee is to comply with such notice.
- 7.1.6 Annual leave for part-time employees shall be calculated on a *pro-rata* basis.
- 7.1.7 Annual leave shall be exclusive of any public holidays.
- 7.1.8 Each employee, before going on annual leave, shall be paid the amount of wages the employee would have received in respect of ordinary time the employee would have worked had the employee not been on leave during that period plus 17.5 % for leave loading.
- 7.1.9 *Proportionate leave on termination*

If after one month's continuous service in any qualifying 12 monthly period, an employee leaves such employee's employment or such employment is terminated by the employer, the employee shall be paid *pro rata* leave at the rate of 1/12th of the annual leave for which such an employee would be eligible, for each completed month of service in respect of which such employee has not been granted annual leave.

## **7.2 Sick leave**

- 7.2.1 In the event of a full-time employee becoming sick and unfit for duty, and certified as such by a duly qualified medical practitioner, they shall be entitled to 10 days (76 hours) leave for each completed year of service. In the case of a part-time employee, their sick leave entitlement shall be a fraction of 76 hours per year based on their weekly hours as a proportion of 38 hours.
- 7.2.2 In the case of a weekly or part-time employee, not more than a total of 2 consecutive days may be taken without the production of a medical certificate.
- 7.2.3 An employee must take all reasonable steps to notify the employer:
- (a) of their absence from work prior to the normal commencement time, and preferably no later than 2 hours after the employee's commencement time or, if not practicable, as soon as possible thereafter;
  - (b) of the nature of the illness; and
  - (c) the estimated duration of the absence.
- 7.2.4 Failure to provide timely advice of the information as required by clause 7.2.3 may lead to action in accordance with clause 3.2.
- 7.2.5 If the full period of sick leave as described above is not taken in any year, such portion as is not taken shall be cumulative from year to year.
- 7.2.6 Sick leave shall be taken in minimum units of one hour.
- 7.2.7 There shall be no payment of portions of leave not taken, on retirement or termination.
- 7.2.8 *Sickness on a rostered day off or accrued rostered days off*

Where an employee is sick or injured on the weekday they are to take off in accordance with rostered days off arrangements specified in clauses 6.2 and 6.3 they shall not be entitled to sick pay nor will their sick pay entitlements be

reduced as a result of the sickness or injury on that day.

7.2.9 An employee shall not be entitled to be paid sick leave for any period covered by workers' compensation with the exception of any periods that may be required by the relevant legislation.

7.2.10 An employee after one month's service with the employer shall be entitled to accrued sick leave.

### **7.3 Family leave**

#### *7.3.1 Use of sick leave*

- (a) An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use in accordance with clause 7.3.1 up to 5 days per annum of the employee's sick leave for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with clause 7.3.1 is subject to:
  - (i) the employee being responsible for the care of the person concerned; or a member of the employee's household;
  - (ii) the term "immediate family" includes:
    - (A) a spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse) of the employee; and
    - (B) a child or an adult child (including an adopted child, a stepchild or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
  - (iii) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take such leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence, and preferably not later than 2 hours after the commencement of the absence.

#### *7.3.2 Unpaid leave for caring purposes*

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a member of the employee's immediate family or household.

#### *7.3.3 Annual leave*

An employee who is responsible for providing care to a member of the employee's immediate family or household, may elect, with the consent of the employer, to take annual leave in single day periods not exceeding 5 days in any calendar year at a time or times agreed between them.

7.3.4 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences until at least 5 consecutive annual leave days are taken.

#### *7.3.5 Time off in lieu of payment for overtime*

An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime in accordance with clause 6.8, whether sick or not.

#### *7.3.6 Use of flexible working arrangement*

An employee may elect, with the consent of their employer, to take time off work in accordance with clause 6.9. In the event the employee requires leave for a period that may result in the employee's time in lieu showing a deficit in excess of 7 hours, 36 minutes, the employee may elect with the consent of the employee's employer to take such time as is reasonable, without loss of pay, to be "made up" at a later time during the spread of ordinary hours.

#### *7.3.7 Grievance process*

In the event of any dispute arising in connection with any part of clause 7.3, such a dispute shall be processed in

accordance with the grievance and dispute settling procedure in clause 3.1.

#### **7.4 Leave without pay**

On application by an employee, an employer may, at its discretion, grant to an employee leave without pay for any purpose.

#### **7.5 Cultural leave**

7.5.1 All indigenous Australian employees shall be entitled to one day off during the week of the National Aboriginal and Islander Day of Celebration as a cultural holiday without loss of pay.

##### *7.5.2 Aboriginal and Torres Strait Islander Ceremonial leave*

An employee who is legitimately required by the employee's Aboriginal or Torres Strait Islander tradition to be absent from work for ceremonial purposes shall be entitled to up to 10 working days unpaid leave in any one year. The employee who is able to establish to the employer that the employee has an obligation under Aboriginal or Torres Strait Islander custom and/or traditional law to participate in ceremonial activities shall be granted such leave without pay for a maximum period of 10 days per year or for such extension granted by the employer. Such leave shall not affect the employee's entitlement to bereavement leave prescribed by clause 7.8.

Approval of all Aboriginal and Torres Strait Islander Ceremonial leave will be subject to the employer's convenience and will not unreasonably affect the operation of the project concerned but shall not be unreasonably withheld.

#### **7.6 Long service leave**

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

#### **7.7 Parental leave**

##### *7.7.1 Maternity leave*

###### (a) Eligibility for maternity leave

Subject to the provisions of clause 7.7, an employee who becomes pregnant shall, upon production to her employer of a certificate from a duly qualified medical practitioner stating that she is pregnant and the expected date of birth, be entitled to maternity leave, provided that she has had not less than 12 months' continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

For the purpose of clause 7.7:

- (i) an employee shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the expected date of birth.
- (ii) an employee shall give not less than 4 weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.
- (iii) an employer, by not less than 14 days' notice in writing to the employee, may require her to commence maternity leave at any time within the 6 weeks immediately prior to her expected date of birth; unless the employee provides a medical certificate stating that she is fit to continue employment for all or part of that period. In that event, the employer may still require the employee to take maternity leave for any period prior to confinement, which is not covered by the medical certificate.
- (iv) an employee shall not be in breach of clause 7.7.1 as a consequence of failure to give the stipulated period of notice in accordance with clause 7.7.1(a)(iii), if such failure is occasioned by the confinement occurring earlier than the expected date.

###### (b) Period of leave and commencement of leave

- (i) Subject to clauses 7.7.1(c), 7.7.1(d) and 7.7.1(f), the total period of maternity leave in respect of each pregnancy shall be up to 52 weeks, consisting of one or 2 unbroken periods (or more periods by agreement with the employer) of from one to 52 weeks each, provided that the total period of maternity leave shall be completed within 2 years from the date nominated by the employee as the commencement date

(c) Transfer to a safe job

Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purpose of clauses 7.7.1(g), 7.7.1(h), 7.7.1(i) and 7.7.1(j).

(d) Variation of period of maternity leave

(i) Where the employee gives at least 14 days' notice in writing of her intention to do so, any period of maternity leave may be shortened or lengthened; provided this is done once only within the total period of maternity leave (except by agreement with the employer) and does not extend that total period beyond 52 weeks or beyond 2 years from the commencement date of maternity leave.

(ii) When the employee applies at least 4 weeks in advance to do so, and obtains the employer's agreement, she may commence a period of leave without pay on completion of her total period of maternity leave.

(e) Cancellation of maternity leave

(i) Maternity leave, applied for but not commenced shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

(ii) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed 4 weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(f) Special maternity leave and sick leave

(i) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:

(A) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work; or

(B) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

(ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.

(iii) For the purposes of clauses 7.7.1(g), 7.7.1(h) and 7.7.1(i), maternity leave shall include special maternity leave.

(iv) An employee returning to work after the completion of a period of leave taken pursuant to this clause 7.7.1 shall be entitled to the position which she held immediately before proceeding on such leave or in the case of an employee who was transferred to a safe job pursuant to clause 7.7.1(c), to the position she held immediately before such transfer.

(g) Maternity leave and other leave entitlements

Provided the aggregate of leave including leave taken pursuant to clauses 7.7.1(f)(iii) and 7.7.1(f)(iv) does not exceed 52 weeks.

(h) Effect of maternity leave on employment

Notwithstanding any Award or other provision to the contrary, absence on maternity leave shall not break

the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of this Award.

- (i) Termination of employment
  - (i) An employee on maternity leave may terminate at any time during the period of leave by notice in writing given in accordance with this Award.
  - (ii) An employer shall not terminate the employment of an employee on the grounds of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employee in relation to termination of employment are not hereby affected.
- (j) Return to work after maternity leave
  - (i) An employee shall confirm her intention of returning to her work by notice in writing to her employer given not less than 4 weeks prior to the expiration of her period of maternity leave.
  - (ii) An employee, upon the expiration of the notice by clause 7.7.1(j)(i), shall be entitled to the position which she held immediately before proceeding on maternity leave, or in the case of an employee who was transferred to a safe job pursuant to clause 7.7.1(c), to the position which she held immediately before such transfer. Where such a position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary to that of her former position.
  - (iii) Where an employee applies to the employer at least 4 weeks prior to the expiration of maternity leave, and where the employer agrees, an employee may return to work on the basis of shorter weekly working hours than those which she worked immediately prior to commencement of maternity leave, in accordance with clause 6.2.
- (k) Replacement employees
  - (i) A replacement employee is an employee specifically engaged as such and as a result of an employee proceeding on maternity leave, provided, however, that a replacement employee does not have to fill the job vacancy by the employee proceeding on maternity leave.
  - (ii) Before an employer engages a replacement employee under clause 7.7.1(k), the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
  - (iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under clause 7.7.1, the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the employee who is being replaced.
  - (iv) Provided that nothing in clause 7.7.1(k) shall be construed as requiring an employer to engage a replacement employee.
  - (v) A replacement employee shall not be entitled to any of the rights conferred by clause 7.7.1 where that employee's employment continues beyond the 12 months qualifying period.

#### 7.7.2 Paternity leave

- (a) An employee who is:
  - (i) the father of a newly-born child; or
  - (ii) the spouse or de facto spouse of the mother of a newly-born child; shall be entitled to paternity leave under the same conditions as those which apply to maternity leave of an employee who is the mother of a newly-born child, subject to the provisions hereunder.
- (b) An employee who wishes to apply for paternity leave shall, not less than 10 weeks prior to the presumed date of birth of the child, give notice in writing to his employer stating the presumed date of birth and shall provide to the employer:
  - (i) a statutory declaration or affirmation (or where acceptable to the employer, a signed statement) stating that he expects to become the father of a child, or that his spouse or *de facto* is pregnant; and

- (ii) a certificate from a duly qualified medical practitioner stating the expected date of birth of the child.
- (c) Paternity leave applied for shall be taken in one or 2 unbroken periods (or more by agreement between the employee and the employer) between the date 6 weeks prior to the expected date of birth of the child and the date 2 years thereafter, provided that leave may commence earlier where the child is born before the expected date of birth.
- (d) Paternity leave applied for but not commenced, shall be cancelled when the pregnancy of the mother of the child referred to in clause 7.7.2(a) terminates after 28 weeks other than by the birth of a living child, provided that the employee shall on written application to the employer be entitled to an additional 4 weeks' unpaid leave in order to offer support to the mother.
- (e) The following maternity leave conditions shall not apply to applicants for paternity leave:
  - (i) the periods of compulsory leave specified in clause 7.7.1(b);
  - (ii) clause 7.7.1(c);
  - (iii) clause 7.7.1(e);
  - (iv) clause 7.7.1(f);

### 7.7.3 Adoption leave

- (a) For the purpose of clause 7.7.3:
  - (i) an employee shall include a part-time employee but shall not include a casual employee.
  - (ii) adoption leave shall mean unpaid adoption leave.
  - (iii) "Child" refers to a person under the age of 5 years who has not previously lived continuously with the employee concerned for a period of 6 months or who is not a child or step-child of the employee or of the employee's spouse.
  - (iv) "Relative adoption" occurs where a child, as defined, is adopted by a parent, spouse of a parent or other relative being a grandparent, brother, sister, aunt or uncle.
- (b) Eligibility for adoption leave
  - (i) An employee who adopts a child or who, having been approved for adoption by the appropriate Government authority, proposes to travel overseas for the purpose of taking custody of a child shall, subject to the provisions of clause 7.7.3(b)(iii), be entitled to adoption leave in accordance with clause 7.7.3.
  - (ii) An employee who is the spouse or defacto spouse of an adopting parent shall, subject to the provisions of clause 7.7.3(b)(iii), be entitled to adoption leave in accordance with clause 7.7.3.
  - (iii) An employee will only be entitled to adoption leave in accordance with clause 7.7.3 where:
    - (A) the employee has completed at least 12 months' continuous service with the employer immediately preceding the proposed date commencement of such leave; and
    - (B) the employee has provided to the employer:
      - (I) a statement from the adoption agency or other appropriate body the presumed date of placement of the child with the employee for adoption purposes; or
      - (II) a statement from the Government authority confirming that the employee is to have custody of the child pending application for an adoption order; and
      - (III) in the case of an employee whose entitlement arises from paragraph (ii) hereof, a statutory declaration or affirmation (or where acceptable to the employer, a signed statement) from the employee that she/he is the spouse or defacto of the adopting parent.
- (c) Period of leave and commencement of leave

- (i) Subject to clauses 7.7.3(a) and 7.7.3(b), the total period of adoption leave in respect of each adopted child shall be up to 52 weeks, consisting of one or 2 unbroken periods (or more periods by agreement with the employer) of from one to 52 weeks each; between the commencement date nominated by the employee and the date that the child attains the age of 5 years, or 2 years after the commencement date, whichever is earlier.
- (ii) Upon receiving notice of approval for adoption purposes from the appropriate Government authority, the employee shall notify the employer of such approval, and within 2 months further notify the employer of the period of adoption leave the employee proposes to take. In the case of relative adoption, the employee shall notify as aforesaid within 7 days of deciding to take a child into custody pending an application for an adoption order.
- (iii) An employee who commences employment with an employer after the date of the employee's approval for adoption purposes shall notify the employer upon commencing employment and of the period of adoption leave which the employee proposes to take:

Provided that such employee shall not be entitled to adoption leave unless the employee has not less than 12 months' continuous service with the employer immediately preceding the date upon which the leave commences.

- (iv) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes, but not later than 14 days before such placement, give notice in writing to the employer of such date, and of the date upon which the employee intends to commence adoption leave and confirm the period of adoption leave to be taken.
  - (v) An employee shall be entitled to commence adoption leave on the nominated date.
  - (vi) An employee shall not be in breach of clause 7.7.3, either as a consequence of failure to give the stipulated period of notice or if the employee changes the date upon which the employee intends to commence adoption leave as provided in clause 7.7.3(c)(iv), where the child becomes available for placement upon a date earlier than the presumed date of placement.
- (d) Variation of adoption leave
- (i) Where the employee gives at least 14 days' notice in writing of the employee's intention to do so, any period of adoption leave may be shortened or lengthened; provided this is done once only within the total period of adoption leave (except by the agreement with the employer) and does not extend that total period beyond 52 weeks or beyond 2 years from the commencement date of adoption leave.
  - (ii) When the employee applies at least 4 weeks in advance to do so and obtains the employer's agreement the employee may commence a period of leave without pay on completion of the employee's total period for adoption leave.
- (e) Cancellation of adoption leave
- (i) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.
  - (ii) Where the adoption of a child by an employee then on adoption leave does not proceed or continue, the employee shall give written notification to the employer forthwith, and the employer shall nominate a time not exceeding 4 weeks from receipt of notification for the employee's resumption of work.
- (f) Special leave
- (i) An employee who is seeking to adopt a child and who wishes to take unpaid leave to attend any interviews, work shops, court attendances or medical examinations as are necessary or required for the purpose of adopting a child, shall give such notice as is reasonable but adequate in the circumstances to the employer of the employee's desire to take such special leave. The employer shall grant an employee unpaid special leave not exceeding 2 days in total (provided that up to 5 days unpaid leave may be taken by agreement between the employee and the employer). This special leave may be taken concurrently by both prospective adoptive parents.
  - (ii) In clause 7.7.3 "child" shall include a person under the age of 16 years.
- (g) Adoptive leave and other entitlements

Providing the aggregate of leave including adoption leave does not exceed 52 weeks:

- (i) an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which the employee is then entitled;
  - (ii) paid sick leave or other paid authorised Award absences (excluding annual leave or long service leave) shall not be available to an employee during the employee's absence on adoption leave.
- (h) Effect of adoption leave on employment

Notwithstanding any Award or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee, but the period of leave shall not be taken into account in calculating the period of service for the purpose of this Award.

(i) Termination of employment

- (i) An employee on adoption leave may terminate their employment at any time during the period of leave by notice given in accordance with this Award.
- (ii) An employer shall not terminate the employment of an employee by reason of:
  - (A) the application to adopt a child; or
  - (B) the absence of the employee on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(j) Return to work after adoption leave

- (i) Not less than 4 weeks prior to the expiration of the period of adoption leave an employee shall confirm in writing the date upon which the employee intends to return to work.
- (ii) An employee, upon the expiration of the notice required by clause 7.7.3(j)(i), shall be entitled to the position held immediately before proceeding on adoption leave. Where such position no longer exists but there are other positions available for which the employee is both qualified and capable of performing, the employee shall be entitled to a position as nearly comparable in status and salary or wage to that of the employee's former position.
- (iii) By written application by the employee no less than 4 weeks prior to the expiration of adoption leave, and with the agreement of the employer; an employee may return to work on the basis of shorter weekly working hours than those which were worked immediately prior to commencement of adoption leave, in accordance with clause 6.2.

(k) Replacement employees

- (i) A "replacement employee" is an employee specifically engaged as a result of an employee proceeding on adoption leave.
- (ii) Before an employer engages a replacement employee under clause 7.7.3, the employer shall inform that person of the temporary nature of the employment and of the rights pursuant to this Award of the employee who is being replaced.
- (iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this Award, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights pursuant to this Award of the employee who is being replaced.
- (iv) Nothing in clause 7.7.3 shall be construed as requiring an employer to engage a replacement employee.
- (v) A replacement employee shall not be entitled to any of the rights conferred by this Award except where such employment continues beyond the 12 months' qualifying period.

#### 7.7.4 Combined parenting leave

Where 2 employees of the same employer are each eligible for maternity, paternity or adoption leave in respect of the same child, then notwithstanding clause 7.7.3 of this Award, the following shall apply:

- (a) the 2 employees shall be entitled to a total of 52 weeks only of maternity, paternity or adoption leave

between them in respect of that child; and

- (b) the 2 employees shall be entitled to take leave concurrently (ie., at the same time) for a maximum of 26 weeks only in respect of that child; and
- (c) where such employees apply at least 4 weeks in advance to do so and obtain the employer's agreement, they may commence a period of leave without pay on completion of their period or periods of parenting leave referred to in clause 7.7.4.

## **7.8 Bereavement/funeral leave**

7.8.1 An employee shall, on the death of a wife, husband, either parent or parent-in-law, brother, sister, child, either step-parent, step-child, guardian, foster parent, step-brother/sister, or half-brother/sister or where an employee is able to demonstrate a family relationship with persons other than those already mentioned, be entitled to leave up to and including the day of the funeral of such relation. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days.

7.8.2 Further to provisions in clause 7.8, in circumstances where cultural custom and practices relating to bereavement (such as a community funeral or community march) require an absence from work exceeding paid leave entitlements or an employee requires leave to travel interstate or overseas as a result of bereavement, additional unpaid bereavement leave may be granted by the employer for the required period. An employee may choose to use other leave entitlements in addition to unpaid bereavement leave.

## **7.9 Jury service**

7.9.1 A full-time or part-time employee (as defined) required to attend jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.

7.9.2 An employee shall notify their employer as soon as possible of the day upon which they are required to attend jury service. Further, the employee shall give the employer documentary proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

## **7.10 Calculation of continuous service**

7.10.1 For the purpose of calculating entitlements under this Award, service with one particular employer shall be deemed to be continuous notwithstanding:

- (a) Absence from work on account of paid leave, which shall be taken into account and counted as time worked; and
- (b) The end of a funding period for project; and
- (c) Unpaid absences - that unpaid absences in excess of one week in any year of employment shall not be counted as time worked. The anniversary date for leave entitlements and increment advancement shall be adjusted to take account of any unpaid absence in excess of one week in any year of employment.

7.10.2 Where a service is before or after the date of this Award, transmitted from an employer (in clause 7.10.2 called the transmittor) to another employer (in clause 7.10.2 called the transmittee) and an employee who at the time of such transmission was an employee of the transmittor in that service becomes an employee of the transmittee:

- (a) The continuity of employment of the employee shall be deemed not to have been broken by reason of such transmission; and
- (b) The period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be of service to the employee with the transmittee.

## **7.11 Public holidays**

7.11.1 An employee (other than a casual employee) who normally works on the day of the week one or more of the following public holidays occur, shall be entitled to a holiday on that day without deduction of pay:

New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, ANZAC Day, Labour Day, Queens Birthday, the day gazetted for the local show, Christmas Day and Boxing Day.

7.11.2 It is the general intention of the employer that no work upon public holidays shall be required of the employee and that if such work is required that it will only be for a need to maintain the delivery of essential goods and

services or to accommodate the necessities of special work circumstances.

- 7.11.3 Subject to clause 7.11.4 an employee who works on a holiday as defined in clause 7.11.1, shall be paid at the rate of double time and a half of the appropriate hourly rate of pay, for a minimum of 4 hours.
- 7.11.4 Where a casual is required to work on a day as defined in clause 7.11.1, the employee shall be paid at double time and a half of the appropriate hourly rate of pay, for a minimum of 4 hours, but shall not be paid a 23% loading for that duration.
- 7.11.5 An employer, with the agreement of the employee or the majority of employees affected may substitute another day for any prescribed in clause 7.11.
- 7.11.6 Where an employee is absent from their employment without reasonable excuse on the working day that falls immediately before or after a public holiday then that employee shall not be entitled to the pay for that working day.
- 7.11.7 Should any of the holidays mentioned in clause 7.11.1 fall on an employee's rostered day off, such employee shall receive another one or 2 days off as the case may be in lieu thereof, or one or 2 days shall be added to the employee's annual leave or alternatively one or 2 days wages at ordinary time shall be paid in addition to the weekly wage.

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

### **8.1 Motor vehicle expenses/allowances for travelling**

- 8.1.1 The employee who is in charge of a motor vehicle shall be responsible for the vehicle at all times, and take care in servicing and maintaining the vehicle at the cost of the employer. Neglect of care may result in action in accordance with clause 3.2.
- 8.1.2 In the event that an employee is required to travel on the employer's business and a motor vehicle is unavailable and the employee is required to use the employee's own vehicle, the employer shall pay the employee a vehicle allowance of 46 cents per kilometre.
- 8.1.3 An employee required to travel by other means in connection with the employee's work shall be reimbursed all reasonable travelling expenses so incurred, provided that where an employee is required to travel by air transport the employer shall provide a return economy class plane ticket to the employee prior to departure.
- 8.1.5 Where an employee is required to travel intrastate or interstate on official business, the employer will set a reasonable allowance per day to cover costs associated with accommodation, meals, fares and incidentals. These costs are to be in accordance with the State Public Sector allowances (Schedule 2).

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

### **9.1 Employee training and study leave**

#### *9.1.1 Employee training*

The employer may request that an employee undertake training that will enhance the operations of the organisation. Irrespective of the training activities, employees shall maintain their employment status and accrual of all entitlements and continuity of service provided for in the Award including sick leave, long service leave, holidays, superannuation, parental leave, shall not be affected.

#### *9.1.2 Study leave*

An employee has the right to apply for approval (in writing) from the employer to undertake studies that are relevant to their work. The employee upon application shall provide formal evidence of such study and its relevance to the employee's employment with the employer.

Approval of study leave shall be at the employer's discretion but shall not be unreasonably withheld. When considering an application for study, the employer must take into account the relevance of study to the employee's work, the likely effect on staffing levels and operational procedures of the employer organisation

When an application for study leave is formally approved, the employer will make allowances for the employee to take 2 hours per week paid leave plus one hour travelling time in addition to 5 full days of normal working hours of paid leave to prepare for exams and attend an educational institution.

Employees shall maintain their employment status and accrual of all entitlements and continuity of service provided for in the Award including sick leave, long service leave, holidays, superannuation, parental leave, shall not be affected.

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

### **10.1 Occupational health and safety**

10.1.1 The employer shall take all reasonable action to ensure the health and safety of employees and shall adopt and implement appropriate health and safety policies and practices.

10.1.2 A first aid kit, as recommended by the St John's Ambulance Society or other recognised body shall be provided and maintained at each workplace by the employer.

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

### **Preamble**

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

### **11.1 Right of entry**

#### *11.1.1 Authorised industrial officer*

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

#### *11.1.2 Entry procedure*

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

#### *11.1.3 Inspection of records*

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

#### 11.1.4 *Discussions with employees*

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

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

#### 11.1.5 *Conduct*

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

### **11.2 Time and wages record**

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

### **11.3 Posting of Award**

A copy of this Award shall be kept in a convenient place for perusal of all employees, and all new employees shall be informed that they have the right to access a copy of the Award.

## **SCHEDULE 1**

**SALARY BENEFITS/PACKAGING AUTHORITY FORM**

**NAME:**

**EMPLOYEE NO:**

**TO COMMENCE PAY PERIOD:**

1. It is agreed that up to 30% of your Gross Salary shall be taken up in Salary Sacrifice Benefit
2. Please tick the following allowable items, with requested details:

Vehicle cost etc	\$	F/nightly
Mortgage	\$	F/nightly
Rent for present place of dwelling	\$	F/nightly
Superannuation etc	\$	F/nightly
Childcare cost	\$	F/nightly
Membership subscriptions	\$	F/nightly
Health cost	\$	F/nightly
Other payments (please list)	\$	F/nightly
3. Total salary	\$	per week
Salary sacrifice benefit ( up to 30%)	\$	per week
Weekly rate of pay	\$	per week
Hourly rate of pay	\$	per hour

4. Superannuation and annual leave loading is calculated on total salary.

Signed By the Employer .....

Signed by the Employee ..... Date / /

**SCHEDULE 2**

**ALLOWANCES FOR TRAVELLING**

**Documentary evidence**

The payment of allowances prescribed or actual and necessary expenses incurred is subject to the employee producing documentary evidence (receipts, itemised statements, certification, etc.) as required by the Board.

**Meals during overnight absences**

The payment of appropriate meal allowances to an employee in relation to the first and last day of an employee's overnight absence from the employee's normal place of work or home shall be made in accordance with the following arrival and departure times:

Lunch - Where the employee departs earlier than 1:30 pm or returns later than 1:30 pm.

Dinner - Where the employee departs earlier than 6:30 pm or returns later than 6:30 pm.

In the case of breakfast, an employee is not eligible for payment of a meal allowance upon departure. However, the meal allowance is payable for each subsequent breakfast during the period of the employees absence.

**Deduction of meal allowances**

An employee should not claim a meal allowance in respect of a meal that is provided at the employer's expense or as

part of a fare already paid (eg catered meal at conference where the cost was included in the registration fee or a meal provided on an aircraft where the cost was included in the airfare).

**Telephone calls, facsimiles and postage**

Official telephone calls, facsimiles and postage costs are to be paid by the employer.

**Incidental Allowance**

The incidental allowance is paid to cover expenses of the following nature:

- newspapers, magazines;
- snacks including coffee, tea or drinks, etc;
- private telephone calls; and
- personal items necessary for the travel.

**Time limit on claims**

A claim shall be submitted within 2 months of the approved travel, for appropriate reimbursement.

**Preferred venue**

A venue where the employer has negotiated competitive rates with an organisation to supply accommodation and /or meals at no expense to the employee.

CATEGORY AND CONDITIONS OF APPROVAL	AMOUNT
<p>1. Absences not extending overnight</p> <p>Where absence from the employee's normal place of work or home extends at least 12 hours.</p> <p style="padding-left: 40px;">An employee shall be paid an allowance for expenses incurred in purchasing meals.</p> <p>Where the absence from the employee's normal place of work or home is less than 12 hours.</p> <p style="padding-left: 40px;">No allowance is payable except on the following circumstances:</p> <p>an employee is required to purchase an expensive meal as an integral part of travel (eg catered lunch during a 1 day conference); and/or</p> <p>an employee returns after 6:30 pm.</p>	<p>\$32.00 (excludes breakfast meal allowance)</p> <p>Actual and reasonable expenses at the discretion of the Board, upon the production of receipts.</p> <p>\$21.00 - Dinner</p>
<p>2. Absences extending overnight</p> <p>An employee shall be paid the undermentioned allowances:</p> <p>Where accommodation only is supplied at a preferred venue at no expense to the employee. *</p> <p>(b) Where accommodation and meals are supplied at a preferred venue at no expense o the employee.*</p>	<p>\$10.00 Breakfast \$11.00 Lunch \$21.00 Dinner</p> <p>OR</p> <p>Actual reasonable expenses for meals where the cost exceeds the relevant total amount and upon the production of receipts.</p> <p>PLUS</p> <p>\$10.00 per overnight stay for incidental expenses.</p> <p>\$10.00 per overnight stay for incidental expenses.</p>

CATEGORY AND CONDITIONS OF APPROVAL	AMOUNT
<p>(c) Where private accommodation is obtained (ie with relatives or friends)</p> <p>Where an employee elects to stay in more expensive accommodation than that which may be obtained at a preferred venue.</p> <p>Where the employee is accommodated*: at venue not being the employer's preferred venue; or at a working venue (eg conference or seminar venue) which because of the location or other reasons, is deemed to be more suitable than the employer's preferred venue.</p> <p>Capital cities (including Canberra and Darwin but excluding Sydney).</p> <p>Sydney</p> <p>Other places</p> <p>Where an employee will be detained or expected to be detained in a centre for an extended period.</p> <p>Where an employee is required to travel overnight by train.</p>	<p>Appropriate meal allowances as contained in paragraph 2(a) above.</p> <p>PLUS</p> <p>A special incidental expenses allowance of \$25.00 per overnight stay.</p> <p>Accommodation expenses not to exceed the expenses the employer would have been charged had the employee stayed at the employer's preferred venue.</p> <p>PLUS</p> <p>Appropriate meal allowances as contained in paragraph 2(a) above.</p> <p>PLUS</p> <p>\$10.00 per overnight stay for incidental expenses.</p> <p>\$10.00 Breakfast \$11.00 Lunch \$21.00 Dinner \$92.00 per overnight stay for accommodation expenses. \$10.00 per overnight stay for incidental expenses.</p> <p>\$10.00 Breakfast \$11.00 Lunch \$21.00 Dinner \$106.00 per overnight stay for accommodation expenses. \$10.00 per overnight stay for incidental expenses.</p> <p>\$10.00 Breakfast \$11.00 Lunch \$21.00 Dinner \$55.00 per overnight stay for accommodation expenses. \$10.00 per overnight stay for incidental expenses.</p> <p>Actual reasonable accommodation expenses.</p> <p>PLUS</p> <p>Appropriate meal allowances as contained in paragraph 2(a) above.</p>
<p>(h) Where an employee is required to travel overnight by plane.</p>	<p>PLUS</p>

CATEGORY AND CONDITIONS OF APPROVAL	AMOUNT
	<p>\$10.00 per overnight stay for incidental expenses.</p> <p>Appropriate meal allowances as contained in paragraph 2(a) above.</p> <p>OR</p> <p>Actual reasonable expenses for meals where the cost of the meals exceeds the relevant total amount and receipts are furnished.</p> <p>PLUS</p> <p>\$10.00 per overnight stay for incidental expenses.</p> <p>\$10.00 per overnight stay for incidental expenses.</p>
<p>3. On application from an employee, an advance may be approved for period from headquarters up to 3 weeks with progression advanced for each subsequent 3 week period for which the employee makes application.</p>	<p>100% of total estimated costs based on actual accommodation charges or accommodation allowances (where applicable), meal allowances (where applicable) and incidental allowances.</p>

\* Where accommodation charges at a particular venue exceed the prescribed amount prescribed for accommodation at that venue and/or where the purchase of meals exceed the total amount prescribed for meals for the whole of the absence, the employee may be granted reimbursement of actual and necessary expenses incurred as considered reasonable by the Board upon the production of receipts.

### SCHEDULE 3

#### TRANSITIONAL ARRANGEMENTS

The provisions of this Schedule shall be used in determining the appropriate transition of existing employees, employees who commenced employment (i.e. prior to 28-2-2000) now coming within the scope of the Award, to the appropriate classification level and incremental paypoint in accordance with Part 5 of the Award.

#### 1. Classification

- 1.1 The employer shall ensure that all existing employees are assessed and assigned the appropriate classification level and paypoint in accordance with classification criteria specified in Part 5 (clauses 5.3 & 5.4).
- 1.2 The initial assignment of a classification level shall be completed within 4 months from 28-2-2000 with a retrospective date of operation of classification being the first pay period on or after 28-2-2000.
- 1.3 For all employees being translated to the Award for the first time at 28-2-2000, the applicable date for paypoint increments in accordance with clause 5.4 of the Award shall be the first paypoint to commence on or after 28-2-2000.

#### 2. Rate of pay

- 2.1 The actual rate of pay to be assigned initially to employees who commenced employment prior to 28-2-2000 within the appropriate classification level and relevant paypoint determined, having regard to the relevant rates of pay contained in clause 5.1 Wage Rates and applications of the provisions herewith.
- 2.2 Where an employee's existing salary is less than the rate applicable to the correctly assessed and determined classification level the employee shall be assigned the correct level of the classification rate of pay.
- 2.3 Where an employee's existing salary falls within the salary range of the correctly assessed and determined classification level in accordance with Part 5, the employee shall be placed on a salary point within the range which is not less than the existing salary.
- 2.4 Where an employee's existing salary is in excess of the maximum level in the salary range of the correctly assessed and determined classification level the employee shall retain that salary with the difference between the classification level under this award and the current salary rate being maintained as an all purpose allowance.

Where an employee is in receipt of an existing salary that is in excess of the rates of pay provided for the correct classification level, that employee shall not suffer a reduction of salary.

- 2.5 The following formula for employees who will receive a wage increase as a result of translation onto this new award shall be completed within the time frame below:

First Instalment: (4 months) The first \$15.00 per week, or the whole increase if less than \$15.00 per week, from the first pay period commencing on or after 28-2-2000,

Second Instalment (5 months) 50% of the balance of the applicable weekly wage increase, from the first pay period to commence on or after 30 June 2000.

Third Instalment (3 months) The remaining 50% of the balance of the applicable weekly wage increase, operative from the first pay period to commence on or after 30 November 2000.

### **3. Advice to Employee**

- 3.1 The employer shall provide in writing to each existing employee the results of this initial translation exercise.

- 3.1 The written advice shall include but not be limited to details regarding the employee's:

3.1.1 Pre and post translation position;

3.1.2 Pre and post translation classification; and

3.2.3 Pre and post translation salary.

### **4. Dispute process for translation exercise**

- 4.1 Disputes in relation to the outcome of the translation process shall be resolved in accordance with clause 3.1 of this Award.

- 4.2 Employers will notify employees of their right to dispute the outcome of the translation process and the detail of the provision in clause 3.1.

Dated 7 November 2005.

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

Operative Date: 21 November 2005