

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**LIFELINE COMMUNITY CARE QUEENSLAND ENTERPRISE AWARD - STATE 2005**

Pursuant to s. 698 of the Industrial Relations Act 1999 the Lifeline Community Care Queensland Enterprise Award - State 2005 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Lifeline Community Care Queensland Enterprise Award - State 2005 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill  
Industrial Registrar

**LIFELINE COMMUNITY CARE QUEENSLAND ENTERPRISE AWARD - STATE 2005**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Lifeline Community Care Queensland Enterprise Award - State 2005.

**1.2 Arrangement**

Subject Matter	Clause No.
<b>PART 1 - APPLICATION AND OPERATION</b>	
Title	1.1
Arrangement	1.2
Date of operation	1.3
Coverage	1.4
Parties bound	1.5
Definitions	1.6
Area of operation	1.7
<b>PART 2 - FLEXIBILITY</b>	
Enterprise flexibility	2.1
Superannuation	2.2
<b>PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION</b>	
Grievance and dispute settlement procedure	3.1
Consultation	3.2
<b>PART 4 - EMPLOYER AND EMPLOYEE DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS</b>	
Employment categories	4.1
Duties within skills, competency and training	4.2
Probationary employment	4.3
More than one engagement (part-time and casual employees)	4.4
Anti-discrimination	4.5
Termination of employment	4.6
Introduction of changes	4.7

Subject Matter	Clause No.
Redundancy	4.8
<b>PART 5 - WAGES AND WAGE RELATED MATTERS</b>	
Classification structure and reclassification	5.1
Wages	5.2
Progression between levels	5.3
Increments	5.4
Higher duties	5.5
Payment of wages	5.6
Deductions from wages	5.7
No reduction in wages	5.8
Salary packaging	5.9
Allowances	5.10
<b>PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK</b>	
Hours of work	6.1
Rosters	6.2
Implementation of the 38 hour week	6.3
Meal breaks	6.4
Rest pauses	6.5
Overtime	6.6
Recall - Full-time and part-time employees	6.7
Shift work	6.8
<b>PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS</b>	
Annual leave	7.1
Sick leave	7.2
Bereavement leave	7.3
Long service leave	7.4
Family and other leave	7.5
Public holidays	7.6
Jury service	7.7
Extra leave	7.8
<b>PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK</b>	
No provisions inserted in this Award relevant to this Part.	
<b>PART 9 - TRAINING AND RELATED MATTERS</b>	
Training and skill development	9.1
<b>PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES</b>	
No provisions inserted in this Award relevant to this Part.	
<b>PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS</b>	
Right of entry	11.1
Time and wages record	11.2
Union encouragement	11.3
Union delegates	11.4
Posting of Award	11.5
<b>APPENDIX A - WAGES SCHEDULE</b>	

Subject Matter	Clause No.
Schedules 1, 2 3 and 4 for callings and classifications	
Professional and administrative	Schedule 1
Disability workers	Schedule 2
Child care	Schedule 3
Operations	Schedule 4

### 1.3 Date of operation

This Award takes effect from 28 December 2005.

### 1.4 Coverage

1.4.1 This Award shall apply throughout the State of Queensland to all persons who are employed by Lifeline Community Care Queensland (LCCQ) and who are engaged in the callings and classifications set out in the schedules and who are employed in or in connection with:

- (a) providing crisis support accommodation and/or related support services as defined in Schedule 1; or
- (b) professional services as defined in Schedule 1; or
- (c) administrative services as defined in Schedule 1; or
- (d) family day care services as defined in Schedule 1; or
- (e) disability services as defined in Schedule 2; or
- (f) childcare as defined in Schedule 3; or
- (g) retailing as defined in Schedule 4; or
- (h) cleaning as defined in Schedule 4; or
- (i) transport as defined in Schedule 4.

1.4.2 This Award shall not apply to:

- (a) foster carers who receive an allowance to care for foster children; or
- (b) persons who are in the holy order or are members of a Religious Institute unless it is stated in a written contract of employment between the person and the employer; or
- (c) employees of the Crown; or
- (d) persons covered by the Early Childhood Education Award - State 2003; or
- (e) senior contracted employees; or
- (f) persons whose service is voluntary and whose service is covered by an exchange of letters between the employer and volunteer.

1.4.3 Parts 1 through 9 of the Award provide for general conditions that would apply to all employees. Where a condition is contained in the schedules to this Award, the condition in the schedule will take precedence to the general conditions contained in Parts 1 through 9.

1.4.4 The conditions of Part 6 - and clauses 5.10.2, 5.10.3, 5.10.5 and 5.10.6 shall not apply to employees classified at Levels 6, 7 and 8 in the Professional and Administrative Stream provided the overall terms and conditions of employment for such employees are no less favourable than the provisions of this Award as a whole.

### 1.5 Parties bound

This Award shall be legally binding upon the employees as prescribed by clause 1.4 and LCCQ and upon the Unions (as defined in 1.6.9) and their members.

## 1.6 Definitions

- 1.6.1 "Act" means the *Industrial Relations Act 1999* as amended from time to time.
- 1.6.2 "Australian Qualifications Framework (AQF)" refers to the national system of recognition for the issue of vocational credentials.
- 1.6.3 "Commission" means the Queensland Industrial Relations Commission.
- 1.6.4 "Continuous Shift Work Employee" means an employee who is engaged on continuous Shift Work and whose hours of work are regularly rotated in a shift roster covering 24 hours per day over 7 days per week and 52 weeks of the year.
- 1.6.5 "LCCQ" means Lifeline Community Care Queensland.
- 1.6.6 "On-call" means a written instruction to an employee to remain at the employee's residence or to otherwise be immediately contactable by telephone or paging system outside the employee's normal hours of duty in case of a call out requiring an immediate return to duty.
- 1.6.7 "Shift Work" means work regularly rotated in accordance with a roster which prescribes 2 or more shifts (day, afternoon or night) per day, but does not cover a 24 hour per day operation over a 7 day week.
- 1.6.8 "Short Term Casual" means an employee who is engaged intermittently for work of an unexpected nature with no guarantees of any future work.
- 1.6.9 "Union" means:
- (a) The Australian Workers' Union of Employees, Queensland;
  - (b) Queensland Services, Industrial Union of Employees;
  - (c) Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees;
  - (d) Shop, Distributive and Allied Employees' Association (Queensland Branch), Union of Employees; and
  - (e) Transport Workers' Union of Australia, Union of Employees (Queensland Branch).

## 1.7 Area of operation

This Award shall operate throughout Queensland.

For the purposes of this Award the following divisions and districts named herein shall be:

### 1.7.1 Divisions

- (a) Northern Division - That portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.
- (b) Mackay Division - That portion of the State within the following boundaries:  
  
Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.
- (c) Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

### 1.7.2 Districts

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

(ii) Western District - The remainder of the Northern Division.

(b) Southern Division

(i) Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 140 degrees of east longitude; then by that parallel of longitude due north to the boundary of the Mackay Division.

(ii) Western District - The remainder of the Southern Division.

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at LCCQ 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 LCCQ in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at LCCQ must be invited into such discussions.

2.1.3 Any proposed genuine agreement reached between LCCQ, its employee/s and relevant Unions 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.

### **2.2 Superannuation**

2.2.1 The superannuation provisions for all employees covered by this Award shall be in accordance with the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993* and associated Regulations pertaining thereto and, as amended from time to time.

2.2.2 The following approved funds will be offered to employees:

(a) Uniting Church Superannuation Pty Ltd (UCSuper) - Default Fund;

(b) Sunsuper;

(c) Retail Employees Superannuation Trust (REST);

(d) The Health Employees Superannuation Trust of Australia (HESTA); and

(e) any other approved occupational scheme made available by the employer for the employees' consideration.

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

### **3.1 Grievance and dispute settlement procedure**

3.1.1 The parties agree to the principle of "natural justice" for all employees. A formalised grievance process is available to ensure all employees are treated fairly and equitably.

3.1.2 It is the aim of both parties to ensure that grievances are resolved as quickly as possible and as close to the source of the grievance as possible.

3.1.3 Employee(s) should, in the first instance, seek to resolve any grievance/dispute with their supervisor. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level to the supervisor's manager.

3.1.4 If the grievance involves allegations of unlawful discrimination and or sexual harassment, the employee should refer the matter in accordance with the policy of the workplace.

3.1.5 If the employee(s) and their supervisor are unable to resolve the grievance/dispute, the matter shall be referred to supervisor's manager.

- 3.1.6 If the matter is not resolved at the supervisor's manager level, the employee(s) may report the issue to their nominated representative. Where the grievance/dispute is proceeded with, the nominated representative and the employee(s) will discuss the issue with the General Manager in order to seek a resolution.
- 3.1.7 If not resolved at General Manager level, the issue may be referred to the Commission for resolution.
- 3.1.8 The process contained in the stages above should be completed within 28 working days of the issue being raised by the employee(s). Note that process referred to in clause 3.1.1 allows an appeal process through to the Director, Uniting Care.
- 3.1.9 Work shall continue normally in accordance with the custom and practice existing before the grievance arose until the grievance is resolved except in the instance of a health or safety issue.
- 3.1.10 The status quo existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.

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

### **4.1 Employment categories**

- 4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment and that they may be required to work from any one of the locations falling under the administrative control of the regional entity of LCCQ by whom they were employed as a condition of their engagement. Any disagreement in determining the amount of travel time shall be resolved in accordance with clause 3.

Employment categories are:

- (a) full-time;
- (b) part-time;
- (c) casual; or
- (d) fixed term.

#### *4.1.2 Full-time employment*

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

#### *4.1.3 Part-time employment*

- (a) A part-time employee means an employee, other than a casual employee, who is engaged to work regularly for a contracted minimum number of hours but less than 38 hours per week.
- (b) The ordinary hours for part-time employees shall be within the ordinary span of hours defined in clause 6.1.
- (c) Subject to clause 6.1 the ordinary daily working hours shall be worked continuously excluding meal breaks. There shall be not less than 2 hours or more than 8 hours on any one day provided that, by mutual agreement between the employer and employee, the hours of ordinary duty may be varied up to a maximum of 38 hours per week (but may not exceed 10 hours on any one day) or by the employer giving the employee 3 days' notice, or in the case of an emergency by the employer giving an employee one hour's notice.
- (d) For ordinary working hours, a part-time employee shall be paid for the hours worked at a rate equal to the appropriate full-time hourly rate prescribed in clause 5.2 with an entitlement to weekly employment on a proportional basis. In addition, such employees shall be entitled to payment of *pro rata* allowances where appropriate.
- (e) Overtime shall be paid when the ordinary hours worked by a part-time employee exceed 38 hours in any week or 76 hours in any fortnight or 10 hours in any one day (where the employer and employee agree, TOIL may be taken on a time for time basis in lieu of overtime).
- (f) A part-time employee shall be entitled to pro-rata annual leave, sick leave, long service leave, carer's leave and bereavement leave. A part-time employee shall also be entitled to public holidays (based on the hours they

would normally have worked on that day) where a public holiday falls on a day that is ordinarily worked by that employee.

#### 4.1.4 *Casual employment*

- (a) A casual employee is an employee engaged as such and intermittently for work of an unexpected or casual nature.
- (b) An employee engaged as a casual employee shall be engaged for a minimum period of 2 consecutive hours for each period of engagement.
- (c) The ordinary hours for a casual employee shall be within the ordinary span of hours specified in clause 6.1. A casual employee shall be paid for the hours worked at a rate equal to the appropriate full-time hourly rate prescribed in clause 5.2, plus a loading of 23%. In addition, such employees shall be entitled to payment of allowances where appropriate.
- (d) Overtime shall be payable on the loaded pay rate for the job (that is, on the rate comprising the normal hourly rate plus loading).
- (e) Long term casuals who have been employed on a regular and continuing basis by LCCQ over a minimum period of 12 months may be given the opportunity of part-time employment provided that LCCQ can reasonably foresee the continuity of such work and the provision of adequate funding.

#### 4.1.5 *Fixed-term employment*

- (a) An employee may be engaged on a fixed-term contract or on a fixed-project contract.
- (b) A fixed-term contract operates for a specific period of time, as agreed in writing between the parties prior to engagement. At the end of the specified period, the contract and the employment of the individual is terminated.
- (c) A fixed-term contract can operate for the duration of a specified work task, or range of tasks, and/or operate to cater for the absence of a particular employee as agreed between the parties prior to engagement. Once the reason for the fixed-term contract no longer exists, the contract and the employment of the individual is terminated.

4.1.6 If a fixed-term employee is subsequently appointed to a permanent position with LCCQ, 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 leave or received payment in lieu of those leave entitlements.

## 4.2 **Duties within skills, competency and training**

Within the framework of the classification structure of this Award, the parties recognise LCCQ's right to direct an employee to carry out such duties within the limit of the employee's skill, competence and training and the scope of the Award classification.

## 4.3 **Probationary employment**

- 4.3.1 All employees other than casual employees shall be engaged initially for a period of probationary employment for the purpose of determining the employee's suitability for ongoing employment. The employee must be advised in advance that the employment is probationary as well as the duration of the probation, which can be up to but not exceeding 3 months.
- 4.3.2 Where areas of unsatisfactory work performance are identified, the employee shall be made aware of these, the standard that is required, and be given adequate time for remedial action to take place prior to the end of the probationary period. Where LCCQ determines that the probationary employee has not satisfactorily met LCCQ's work performance requirements, the probationary employee shall be informed of the outcome and shall be given one week's notice of termination of employment or payment in lieu thereof prior to the end of the probationary period.

## 4.4 **More than one engagement (part-time and casual employees)**

4.4.1 Employees may elect to be employed on a combination of part-time and casual basis provided the criteria in clause 4.4.2 are satisfied and, shall be paid at the relevant classification level for those positions.

4.4.2 The criteria that need to be satisfied are as follows:

- (a) the work is conducted subject to written mutual agreement between LCCQ and the employee;
- (b) the work required to be performed in the separate engagement is not within the current job description of the employee concerned;
- (c) the work does not interfere with the employee's original contract of employment;
- (d) the separate engagement is not designed to avoid overtime obligations; and
- (e) the separate engagement enables the employee to obtain additional hours and/or remuneration.

4.4.3 In respect to clauses 4.4.1 and 4.4.2, the additional hours obtained under the separate contract of employment shall be aggregated as part of the 38 hour week.

#### **4.5 Anti-discrimination**

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

- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, breastfeeding, 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.

4.5.2 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 the operations of LCCQ are directly or indirectly discriminatory in their effects.

4.5.3 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.

4.5.4 Nothing in clause 4.5 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*; and
- (b) any employee or LCCQ pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

#### **4.6 Termination of employment**

##### *4.6.1 Statement of employment*

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

##### *4.6.2 Termination by LCCQ*

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

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

- (b) In addition to the notice in clause 4.6.2(a), employees 45 years old or over and who have completed at least 2 years continuous service with LCCQ shall be entitled to an additional week's notice.
- (c) The notice periods prescribed in clause 4.6.2(a) may be altered by mutual agreement between the employee and LCCQ.

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

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

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

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

(f) The period of notice in clause 4.6 shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

#### 4.6.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be the same as that required of LCCQ, save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give notice, LCCQ shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.6.2.

#### 4.6.4 *Abandonment of employment*

After a period of 5 working days during which an employee has been absent from work, and has failed to provide LCCQ with notification of absence, the employee will be regarded as having abandoned their employment. At this point the employee will be sent a letter requesting an explanation for the absence and providing a further 5 working days before termination if no reply is received by LCCQ.

### **4.7 Introduction of changes**

#### 4.7.1 *LCCQ's duty to notify*

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

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

#### 4.7.2 *LCCQ's duty to consult over change*

- (a) LCCQ shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, LCCQ intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.7.1.
- (c) For the purpose of such consultation LCCQ shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that LCCQ shall not be required to disclose confidential information, the disclosure of which would be adverse to LCCQ's interests.

## 4.8 Redundancy

### 4.8.1 *Consultations before terminations*

- (a) Where LCCQ has made a definite decision that LCCQ no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, LCCQ shall hold discussions with the employees directly affected and their Union.
- (b) The discussions shall take place as soon as it is practicable after LCCQ has made a definite decision which will invoke clause 4.7.1, and shall cover inter alia, the reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to avert or mitigate the adverse effects of any terminations of the employees concerned.
- (c) For the purpose of the discussion LCCQ shall, as soon as practicable, provide in writing to the employees concerned and their Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that LCCQ shall not be required to disclose confidential information, the disclosure of which would be against their interests.

### 4.8.2 *Transfer to lower paid duties*

Where an employee is transferred to other duties for reasons set out in clause 4.7.1, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to pursuant to clause 4.6.2, if their employment had been terminated, and LCCQ may, at LCCQ's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate of pay for the number of weeks of notice still owing.

### 4.8.3 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.7.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of LCCQ, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

### 4.8.4 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.7.1, LCCQ shall notify Centrelink thereof as soon as possible giving relevant information including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

### 4.8.5 *Severance pay*

In addition to the period of notice prescribed for ordinary termination in clause 4.6.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.7.1(a), shall be entitled to the following amounts of severance pay:

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

Period of Continuous Service  
Severance Pay  
(weeks pay)

More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

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

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

#### 4.8.6 *Employee leaving during notice*

An employee whose is terminated for reasons set out in clause 4.8.1 may terminate their employment during the period of notice specified in clause 4.6.2, and, if so, shall be entitled to the same benefits and payments under clause 4.8.5 had such employee remained with LCCQ until the expiry of the notice period:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of any remaining portion of the notice period (i.e. if an employee chooses not to work out the original period of notice given, they will forgo payment for the remainder of their notice period).

#### 4.8.7 *Alternative employment*

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

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

Clause 4.8 shall not apply to employees with less than one year's continuous service and the general obligation on LCCQ should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### 4.8.9 *Employees exempted*

Clause 4.8 shall not apply:

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

#### 4.8.10 *Incapacity to pay*

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

#### 4.8.11 *Transmission of business*

- (a) Where a business is, whether before or after the date of this Award, transmitted from an employer (the "transmittor") to another employer (the "transmittee"), and an employee who at the time of such transmission was an employee of the transmittor of the business becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.

- (b) "Business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

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

### **5.1 Classification structure and reclassification**

- 5.1.1 The classification structure for this Award is provided at Schedules 1, 2, 3, and 4. Positions will be classified in accordance with the work level descriptions provided in these schedules.
- 5.1.2 Positions will be classified in accordance with the work level descriptions provided for in clause 5.1.
- 5.1.3 Position descriptions shall be used as the primary source of classifying positions. The position description shall be compared to the work level definitions to determine which level best describes and fits the position description.
- 5.1.4 The employer may appoint an employee on a paypoint other than the entry point based on an employee's previous relevant experience.
- 5.1.5 An employee may make a written application for reclassification of their position where there has been either:
- (a) significant and identifiable changes in the nature of work and duties performed; or
  - (b) significant increases in responsibilities; or
  - (c) significant changes in the skills, knowledge and experience required when undertaking the duties.
- 5.1.6 Should an employee be successful in their position being reclassified the date of effect shall be the date of lodgement of the application.
- 5.1.7 An employee may request a person of their choice to represent them and to be party to any discussions with the employer concerning an application for reclassification.

### **5.2 Wages**

Employees shall be classified in accordance with the classification structure (Schedules 1 to 4) and shall be paid in accordance with the wage rates contained in each schedule.

### **5.3 Progression between levels**

Movement to a higher classification level shall only occur by way of promotion or reclassification.

### **5.4 Increments**

#### **Progression within classification levels (Schedules 1, 2 and 3)**

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

- (a) in the case of a weekly employee such employee has received such salary/wage for a period of 12 months;
- (b) in the case of a part-time and casual employee such employee has worked 800 ordinary hours and has been employed for a minimum period of 12 months on that paypoint;
- (c) the employee has acquired and is required by the employer to utilise new and/or enhanced skills within the ambit of the classification definition for their position or other skills where agreed between the employer and employee.

- 5.4.1 Leave without pay in excess of 3 months will not count towards the payment of increments.
- 5.4.2 Any disputes between the parties shall be referred to clause 3.1.
- 5.4.3 Movement to a higher classification level shall only occur by way of promotion or reclassification.
- 5.4.4 *Acceptable performance*

- (a) If an employee is not achieving the minimum standards of the position (as indicated by the use of LCCQ's formal performance management process) at the time an increment is due, then such increment will not be paid until the employee attains the required standard of performance. The date of payment of the increment will be the date at which the required standard of performance is reached. Notwithstanding this, all endeavours should be applied to ensuring the required standard of performance is reached within 3 months of the application of LCCQ's performance management process. Future increment dates will be based on the date of attainment of the required standard of performance.
- (b) An employee whose performance has been deemed by LCCQ as not satisfactory in respect to conduct, diligence or efficiency and who is undergoing a formal counselling process in accordance with LCCQ's grievance procedure, will remain on that paypoint. The employee will move to the next paypoint on satisfactory completion of the counselling process.

#### 5.4.5 *Increment due date*

Unless an employee is not performing at an acceptable level as in clause 5.4.4 or is on extended leave without pay as in clause 5.4.1, then all increments must be paid on their due date.

### 5.5 **Higher duties**

An employee who is directed by LCCQ to perform duties of a higher position for 3 consecutive days or more shall be paid for the period for which such duties are assumed at a rate not less than the minimum rate prescribed for the higher classification.

### 5.6 **Payment of wages**

- 5.6.1 Unless there is an express contract to the contrary, wages shall be paid fortnightly. The payment of wages shall be by electronic funds transfer or in exceptional circumstances, by cheque.
- 5.6.2 Wages shall be paid on a week day not being more than 4 working days following the end of the pay period, except where exceptional circumstances exist.
- 5.6.3 Upon termination of employment, wages due to an employee shall be paid to the employee on the day of such termination or forwarded to the employee by electronic funds transfer within 3 working days, or as mutually agreed by the employer and employee.
- 5.6.4 Casual employees shall be paid on the same day as all other employees.

### 5.7 **Deductions from wages**

An employee may make written request for a supplier of services (e.g. health insurance, finance company) to be paid by LCCQ out of money due to the employee in respect of wages. LCCQ shall not be required to process more than 2 different types of payments for each employee.

### 5.8 **No reduction in wages**

Employees receiving a higher rate of wages for a particular category of employment than that provided for in this Award shall not be reduced in wages as a consequence of the making of this Award.

### 5.9 **Salary packaging**

LCCQ may provide salary packaging for any full-time, part-time or fixed-term employee (where the fixed-term exceeds 12 months) if the employee seeks and agrees to LCCQ's salary packaging arrangements. It is in the employee's interest to seek professional financial guidance prior to requesting salary packaging from LCCQ. The terms and conditions of salary packaging shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this Award.

### 5.10 **Allowances**

#### 5.10.1 *Divisional and district allowances*

Where employees receive the payment of a divisional or distance allowance in a particular location, these amounts will continue to be paid for existing and new employees in those locations.

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

These amounts are payable for all purposes of this Award.

#### 5.10.2 *Weekend allowance*

All time worked by all employees, not being overtime within the meaning of clause 6.6, between midnight Friday and midnight Sunday shall be paid at the rate of time and a-half.

#### 5.10.3 *Early or late work allowance*

- (a) A loading of 20% on their ordinary rate of pay for work performed beyond their designated spread of hours on any day, and the commencement of work on the next day, Mondays to Fridays inclusive.
- (b) This extra early or late work allowance shall not apply to work performed on Saturday or Sunday and public holidays where extra payments apply for such work.
- (c) Sleepover is not deemed to be work performed in determining payment or early or late work allowance.

#### 5.10.4 *Travelling allowance*

All employees who are requested by LCCQ to use their own vehicles in the course of their employment shall receive the following flat travelling allowance. By agreement in writing between LCCQ and the employee, the employee may request that the travelling allowance be not paid for taxation purposes.

Up to 2600cc	64 cents per kilometre
Over 2600cc	68 cents per kilometre

If an employee is required, by negotiation, to travel on a regular basis in excess of 150kms, LCCQ and the employee will determine by mutual agreement an acceptable travelling allowance.

Any disagreement in determining this allowance shall be resolved in accordance with clause 3.1.

#### 5.10.5 *On-call allowance*

- (a) On-call shall mean a written instruction to an employee to remain at the employee's residence or to otherwise be immediately contactable by telephone or paging system outside the employee's normal hours of duty in case of a call out requiring an immediate return to duty. It is recognised that work can be conducted at home where practicable rather than return to the workplace.
- (b) When an employee is required to be on-call and the means of contact is to be by telephone, LCCQ shall:
  - (i) where the employee does not already have a telephone, pay the cost of such installation;
  - (ii) where the employee pays or contributes towards the payment of the rental of such telephone, pay the employee one half of the rental costs;

excepting that where an employee is required to be on-call on an infrequent basis, the employee shall be entitled to the on-call allowance plus the cost of any phone calls but not any costs in relation to installation or rental of telephones.
- (c) An employee shall be reimbursed the cost of all telephone calls made on behalf of LCCQ as a result of out of hours contact.
- (d) An employee rostered to be on-call shall receive an additional amount as follows:
  - (i) \$17.66 for each 24 hour period or part thereof when the on-call period is between rostered shifts of ordinary hours Monday to Friday inclusive;
  - (ii) \$26.53 for each 24 hour period or part thereof when the on-call period is on a Saturday;
  - (iii) \$30.94 for each 24 hour period or part thereof when the on-call period is on a Sunday, public holiday or a day when the employee is rostered off duty.

(e) Where an employee is recalled to work, the employee shall be paid in accordance with clause 6.6.

#### 5.10.6 *Sleepover*

- (a) Where an employee is required to sleep over at the workplace for a period not exceeding 8 hours an allowance of \$51.58 shall be paid in respect to each instance. All board and lodgings shall be provided free of charge to an employee in respect of each such instance.
- (b) In the event of the employee being required to perform active duties during this period, payment will be as follows:
- (i) payment up to the next quarter of an hour per episode of duty at ordinary time, for up to the first hour;
  - (ii) payment up to the next quarter of an hour per episode of duty at overtime, for any time over the first hour; and
  - (iii) where possible, additional ordinary hours of work shall be worked by the employee either before or after the sleepover.

#### 5.10.7 *Split shift*

Employees, other than casual employees, rostered to work split shifts as defined in clause 6.2.4 shall be paid an allowance of \$10 per shift in addition to the normal wage for the shift. Hours of work either side of a sleepover do not constitute a split shift.

#### 5.10.8 *First aid allowance*

An employee who holds a current first aid certificate issued by St John's Ambulance Association or the Australian Red Cross Society or equivalent qualification, and who is designated by LCCQ to perform first aid duty at their workplace shall be paid an allowance of \$13.80 per week.

#### 5.10.9 *Excursions*

Where an employee is required to take people in their care on off-site excursions which involve at least an overnight stay of 24 hours duration, the employee will be remunerated in the following manner:

- (a) any arrangement is on a voluntary basis;
- (b) no employee shall be required to participate in an excursion unless by agreement with LCCQ;
- (c) by mutual agreement between the employee and LCCQ and/or the client a flat rate of \$176 per day, which shall be in lieu of all other Award entitlements; and
- (d) all reasonable expenses shall be reimbursed, subject to satisfactory proof.

In addition, for any gazetted public holidays falling on a day in which an employee is on an excursion, the employee shall be given an additional day off at their ordinary rate of pay.

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

### **6.1 Hours of work**

6.1.1 The ordinary hours of work for employees shall be an average of 38 hours per week to be worked in one of the following ways:

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

6.1.2 Subject to clauses 6.1.1(a) and 6.3 and unless as otherwise arranged by mutual agreement between LCCQ and the majority of employees the ordinary hours of work, exclusive of meal times, shall not exceed 7.6 hours per day or 38 hours per week or 76 hours per fortnight.

- 6.1.3 Each full-time and part-time employee shall be allowed 2 consecutive days off each week.
- 6.1.4 An employee's roster may provide for any one of the following combinations of days free from rostered work each fortnight:
- (a) 2 periods comprising 2 days each; or
  - (b) 3 consecutive days and one stand-alone day.
- 6.1.5 The ordinary hours of work, which shall not exceed 10 per day, shall be worked within a designated spread of 12 hours, except for meal breaks, between 6.00 a.m. and 9.00 p.m. The spread of hours may be altered by agreement between LCCQ and the employee or majority of employees directly affected.
- (a) Where necessary the employees shall commence their ordinary hours and breaks at different times to ensure continuity of service.
  - (b) The ordinary starting and finishing times may be altered to suit geographic, safety, climatic or traffic conditions by LCCQ with the agreement of the employees concerned.

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

## **6.2 Rosters**

- 6.2.1 All employees shall work in accordance with a roster to be agreed from time to time between LCCQ and a majority of employees in any workplace or part thereof. Such roster is to comply with clause 6.1.
- 6.2.2 The roster shall set out the employee's periods of duty and the starting and finishing times for such periods. It shall be displayed in a place conveniently accessible to employees at least 7 days before the commencement of the new roster, unless the change is necessary to met unforeseen fluctuations in demand for services, or where another employee is absent from duty on account of illness or an emergency.
- 6.2.3 Rosters can be varied by agreement in writing between LCCQ and the employee on reasonable grounds without incurring overtime or other penalty (including lengthening or shortening or adding shifts) to suit the requirements of LCCQ and/or the employee, provided that:
- (a) no such agreement can require an ordinary time shift longer than the duration of ordinary shifts permitted by agreement under this Award; and
  - (b) the effect of such agreement is not to reduce the number of regular rostered hours of work to be performed by the employee over 2 consecutive pay periods. The term "regular rostered hours of work" excludes hours of work performed on relieving duties; and
  - (c) there will be no additional cost to LCCQ (the substitute employee to be paid at the rate that the normal worker would have been paid for working the shift and the substitute worker to have the appropriate skills for the shift processes, and in the case of disabilities, for the particular consumers involved).

### *6.2.4 Broken rostered periods of duty (split-shifts)*

Where practicable there shall be no broken rostered periods of duty and the hours to be worked shall be arranged so that the continuity of work shall not be interfered with.

Broken rostered periods of duty shall only be worked where there is mutual agreement between the employer and the employee, except that casuals shall not be eligible for a split shift allowance. When such a duty period is rostered a total of 10 hours only shall be worked. One period of the broken period of duty shall be a minimum of 2 hours with only one break between duty period portions exclusive of meal times and shall be worked within a spread of 12 hours.

Payment of an allowance shall be as per clause 5.10.7.

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

- 6.3.1 The 38 hour week shall be implemented on one of the following bases, most suitable to each location, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:
- (a) by employees working less than 8 ordinary hours per day; or

- (b) by employees working less than 8 ordinary hours on one or more days in 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 or more days off during that cycle.

Within LCCQ the 38 hour week has been implemented according to clause 6.3.1(a).

### 6.3.2 *RDO on public holiday*

Should a department, division or the whole of LCCQ decide to implement the 38 hour week by reference to clauses 6.3.1(c) or (d) and where rostered days off fall on a public holiday, the following day may be taken where practicable in lieu or the employee and LCCQ may agree to an alternative day off duty as substitution.

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

## 6.4 **Meal breaks**

6.4.1 All employees who are required to work for more than 5 continuous ordinary hours shall be entitled to a meal break of not less than 30 minutes.

6.4.2 Such meal breaks shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.

6.4.3 Notwithstanding the above, where an employee is required by LCCQ to have a meal with a client or clients as part of the normal work routine or client program they shall be paid for the duration of the meal period at the ordinary rate of pay.

6.4.4 However, an employee may elect to take an unpaid meal break as prescribed above after the meal period. If the employee so elects not to have a meal break, all ordinary hours after the meal period shall be paid at the ordinary rate of pay.

6.4.5 Any employee who is required to continue working for more than 2 hours beyond the ordinary ceasing time shall be provided with an adequate meal by LCCQ or paid an amount of \$9.60 in lieu thereof:

Provided that where an employee has provided their own meal because of receipt of notice to work overtime and the overtime is not worked, they shall be paid \$9.60 for their meal.

## 6.5 **Rest pauses**

6.5.1 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 LCCQ's time.

6.5.2 Employees covered by this Award who work a minimum of 7.6 consecutive ordinary hours on any one day shall be entitled to a rest pause of 10 minutes' duration in the first and second half of the day.

6.5.3 Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.

6.5.4 By agreement between LCCQ and the majority of employees in a work unit, the rest pauses may be combined into one break of 20 minutes.

## 6.6 **Overtime**

6.6.1 Overtime shall only be worked with prior approval of LCCQ provided that in an emergency overtime may be worked without prior approval.

### 6.6.2 *Entitlement to payment for overtime*

- (a) A full-time employee shall be entitled to overtime where the employee works more than 76 hours in any 14 day period or where the employee works more than 10 hours in any one day or where the employee works outside of their spread of ordinary hours in accordance with clause 6.1.2.

- (b) A part-time employee shall be entitled to overtime where they work in excess of their prescribed hours of duty provided that overtime shall not be paid where the employer and employee have agreed to a temporary amendment of working hours under the arrangements specified in clause 4.1.3 in which case overtime shall apply for work in excess of the mutually agreed amended working hours.
- (c) A part-time employee shall be entitled to overtime if they work in excess of 38 hours in any one week or greater than 10 hours in any one day.
- (d) A casual employee shall be entitled to overtime where they work outside of the ordinary spread of hours specified in clause 6.1.1(b) and/or where they work more than 38 hours in any week or where the employee works more than 10 hours in any day.
- (e) Shift employees shall be paid at the rate of double time for all overtime worked.

6.6.3 All time worked in excess of the ordinary working hours or outside of the spread of hours shall be deemed to be overtime and shall be paid for at the rate of time and a-half for the first 3 hours on any one day and double time thereafter.

6.6.4 For the purpose of clause 6.6 work in excess of the ordinary working hours shall be deemed to be work in excess of the maximum daily hours in clause 6.1 or a maximum of 76 hours in each fortnightly period or, in the case of part-time employees, the hours agreed.

#### 6.6.5 *Time off in lieu*

Subject to mutual agreement in writing between LCCQ and the employee, an employee may be compensated for working overtime in lieu of payment by being allowed time off, taken at the rate of time worked for time taken:

- (a) Provided that an employee shall be required to clear accumulated time off in lieu within 3 months of the overtime being performed. If LCCQ is unable to release the employee accordingly, or at the time of termination for any reason by either party, then the employee shall be paid for the overtime worked at the appropriate overtime rate.
- (b) Notwithstanding the provisions of clause 6.6.5, by mutual agreement, an employee may accumulate up to one week's ordinary hours time in lieu calculated on a time for time basis.
- (c) By mutual agreement where an employee has accumulated time in lieu in accordance with clause 6.6.5(b), the employee may take time off in lieu in conjunction with annual leave. In such cases, the time off in lieu shall not attract annual leave loading.

6.6.6 Subject to prior approval by LCCQ, an employee may be granted time off for emergent situations. LCCQ shall pay the employee's salary as if the employee worked ordinary hours during such time off. Such period of time off shall be made up in accordance with clause 6.6.1 through authorised overtime worked and shall be made up within 4 weeks of such time being taken or as otherwise agreed with the employee's supervisor.

6.6.7 An employee who works such an amount of overtime, between the termination of ordinary work on one day and the commencement of work on the next day, that the employee has not had at least 10 consecutive hours off duty between those times shall be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

The provisions of clause 6.6.7 shall not apply in the case of shift workers who rotate from one shift to another:

- (a) for the purpose of changing shift rosters; or
- (b) where a shift worker or continuous shift worker does not report for duty; or
- (c) where a shift is worked by arrangement between the employees themselves; or
- (d) where an employee requests to work a shift before or after a sleepover in order to increase the amount of time off in the balance of the normal working week.

## 6.7 **Recall - full-time and part-time employees**

- 6.7.1 An employee who is recalled to work overtime after leaving the place of employment, shall be paid a minimum of two hours work at the appropriate rate for such time recalled, or be granted equivalent time in lieu in accordance with clause 6.6.5.
- 6.7.2 An employee recalled shall not be required to work the full 2 hours if the work to be performed is completed in a shorter period.
- 6.7.3 This provision shall not apply when overtime is continuous with completion or commencement of ordinary working time.

## **6.8 Shift work**

- 6.8.1 The ordinary working hours of continuous shift employees shall not exceed an average of 38 per week, in a work cycle.

Not more than 10 hours shall be worked on any one shift at ordinary rates except where there is agreement as outlined in clause 6.8.2.

- 6.8.2 The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees at least 7 days before the commencement of the day on which the roster commences:

Provided however that a roster may be altered at any time to enable the service of LCCQ to be carried on in an emergency or when another employee is absent from duty.

### *6.8.3 Shift penalty*

An amount of 15% per shift in addition to ordinary rates shall be paid to afternoon and night shift workers who are working on a shift roster, where the greater part of the Shift Work is performed between the hours of 4.00 p.m. and 8.00 a.m.

The shift penalty of 15% per shift in addition to ordinary rates shall not apply to Shift Work performed on Saturday and Sunday where the weekend allowance applies and where an employee works on a public holiday.

### *6.8.4 Crib break*

Shift workers shall be allowed 30 minutes for a paid meal break during each full shift to be taken by the employee at such time and in such manner as will not interfere with continuity of work where continuity is necessary. No deduction shall be made from the wages of an employee for a meal break.

- 6.8.5 If a holiday mentioned in clause 7.6 falls on a day on which a shift worker is rostered off, an extra day shall be added to annual leave.

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

### **7.1 Annual leave**

- 7.1.1 Employees, other than casual employees, will receive at the end of each year of employment paid annual leave as follows:

- (a) not less than 5 weeks for employees employed on Shift Work where such shifts are worked over a period of 7 days per week;
- (b) not less than 4 weeks in any other case.

Every part-time employee shall, at the end of each year of employment be entitled to annual leave on full pay on a *pro rata* basis based on the same conditions as apply to a full-time employee.

- 7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.8) shall be paid for by LCCQ in accordance with the employee's normal pay cycle except where an employee requests that their annual leave is paid in advance and where there is a minimum of one week's annual leave being taken.
- 7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, LCCQ shall be deemed to have given the leave to the employee from the date of termination of the employment and shall immediately pay to the employee, in addition to all other amounts due to them, their pay, calculated in accordance

with clause 7.1.8 for 4 or 5 weeks as the case may and also their ordinary time rate of pay for any public holidays occurring during such period of 4 or 5 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/9th of their pay for the period of their employment in the case of a shift worker, and 1/12th of their pay for the period of their employment in the case of a day worker, calculated in accordance with clause 7.1.8.

7.1.5 Any employee other than a casual employee who has completed at least one month's continuous service may request in writing to take annual leave on a *pro rata* basis prior to the completion of a full 12 months. All annual leave may be taken as it accrues providing that there is agreement between LCCQ and the employee as to the time of taking such leave.

#### 7.1.6 *Annual and sick leave*

Where an employee falls sick or suffers an injury while on annual leave and provides to LCCQ a medical certificate to show they were incapacitated to the extent that normal duties could not be performed for a period of at least 3 days, and where the employee has accrued sick leave, LCCQ shall debit such time as sick leave and credit the same period of annual leave.

#### 7.1.7 *Accrual of annual leave*

Unless LCCQ and an employee otherwise agree, and where the employee has accrued annual leave in excess of 8 weeks, LCCQ may give notice, which must be at least 4 weeks, of the date from which the employee's annual leave is to be taken and the employee is to comply with such notice.

#### 7.1.8 *Calculation of annual leave pay*

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

- (a) Shift workers and Continuous Shift Workers - Subject to clause 7.1.8(b) the rate of wages to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster including Saturday, Sunday or public holiday shifts.
- (b) All employees - Subject to the provision of clause 7.1.8(c), in no case shall the payment by LCCQ to an employee be less than the sum of the following amounts:
  - (i) the employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and weekend penalty rates); and
  - (ii) a further amount calculated at the rate of 17.5% of the amounts referred to in clause 7.1.8(b)(i).
- (c) The provisions of clause 7.1.8(b) shall not apply to the following:
  - (i) any period or periods of annual leave exceeding:
    - (A) 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week. The additional 5 days leave will be *pro rata* to the time worked on such arrangement; or
    - (B) 4 weeks in any other case.

## 7.2 **Sick leave**

### 7.2.1 *Entitlement*

(a) Every employee, except casual employees, is entitled to accrue 76 hours sick leave for each completed year of their employment with LCCQ. In respect to any completed period of employment of less than one year, an employee shall become entitled to 7.6 hours sick leave for each 1 month and 6 days of such period:

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

(b) Payment for sick leave will be made based on the number of hours which would have been worked by the employee if the employee were not absent on sick leave.

(c) Sick leave may be taken for part of a day.

(d) Sick leave shall be cumulative.

#### 7.2.2 *Employee must give notice*

An employee must take all reasonable steps to notify LCCQ of their absence from work prior to the normal commencement time or, if not practicable, as soon as possible after this time.

#### 7.2.3 *Evidence supporting a claim*

When the employee's absence is of more than 3 days' duration, the employee is required to give LCCQ a certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

#### 7.2.4 *Accumulated sick leave*

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

- (a) the employee is absent from work on unpaid leave granted by LCCQ;
- (b) LCCQ or the employee terminates their employment and the employee is re-employed within 3 months;
- (c) the employee's employment is terminated because of illness or injury and the employee is re-employed by LCCQ without having been employed in the interim;
- (d) the employee accumulates sick leave entitlements whilst absent from work on paid leave granted by LCCQ.

#### 7.2.5 *Workers' compensation*

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of sick leave however sick leave will continue to accrue during the period of compensation.

### **7.3 Bereavement leave**

An employee (other than a Short Term Casual employee) shall, on the death of a member of their family, be entitled to leave up to and including the day of the funeral of such relation, and such leave shall be for a period up to a maximum of 3 days without loss of pay. Proof of such death shall be furnished by the employee when required by LCCQ.

For the purpose of this clause 7.3 the term "family" includes:

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

In the case of a casual employee they shall be entitled 2 days unpaid bereavement leave on the death of a member of their family as defined above.

### **7.4 Long service leave**

7.4.1 (a) 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, section 42-58 of the Act as amended from time to time.

(b) Employees are entitled to the enhanced entitlements for long service leave as detailed below.

#### 7.4.2 *Introduction*

Upon completion of 10 years of continuous service with the one employer, employees shall be entitled to 13 weeks' long service leave with pay.

Subject to the foregoing the eligibility for long service leave shall be determined in accordance with clause 7.4.

Any leave taken and paid under clause 7.4 shall be deducted from the entitlement that would otherwise have accrued under the Act.

### 7.4.3 Entitlement

- (a) For all continuous service after 1 January 2006 long service leave entitlements shall be accrued at the rate of 1.3 weeks on full salary for each year of continuous service and a proportionate amount for an incomplete year of service.
- (b) For service prior to 1 January 2006 long service leave entitlements shall be as prescribed by the *Industrial Relations Act 1999* as at 3 June 2001.

## 7.5 Family and other leave

The provisions of the Family Leave Award 2003 apply to and are deemed to form part of this Award.

### 7.5.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award 2003;
- (b) a copy of the Family Leave Award 2003 is required to be displayed in accordance with section 697 of the Act.

### 7.5.2 The Family Leave Award 2003 also provides for the terms and conditions of leave associated with:

- (a) maternity leave;
- (b) parental leave;
- (c) adoption leave;
- (d) special responsibility leave for the care and support of the employee's immediate family or household.

### 7.5.3 Ceremonial leave

An employee who is legitimately required by the employee's Aboriginal 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 shall be able to establish to LCCQ that they have an obligation under Aboriginal Torres Strait Islander custom and/or traditional law to participate in ceremonial activities and shall be granted such leave without pay for a maximum period of 10 days per year or for such extension granted by LCCQ. Such leave shall not affect the employee's entitlement to bereavement leave prescribed by clause 7.3 of this Award.

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

### 7.5.4 Trade union training leave

Upon written application by the employee or their Union to LCCQ giving at least one month's notice, an employee will be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by, or on behalf of the Union.

For the purposes of clause 7.5.4 "ordinary pay" means at the ordinary weekly rate paid to the employee exclusive of any allowances, penalty rates, travelling time, accommodation and fares.

The granting of such leave will be subject to the following conditions:

- (a) an employee must have at least 12 months uninterrupted service with an employer prior to such leave being granted;
- (b) the maximum number of employees entitled to attend a course at the same time will be 2 from each Division;
- (c) the granting of such leave will be subject to the convenience of LCCQ so that the operations of LCCQ will not be unduly affected;
- (d) the scope, content and level of the course will be such as to contribute to a better understanding of industrial relations within LCCQ's operations;
- (e) on completion of the course LCCQ must be provided with proof of the employee's attendance at the course. Except in the case of sick leave or other authorised leave, non-attendance at a training course will result in the employee not being paid for such time;

(f) such paid leave will not affect other leave granted to LCCQ employees under this Award.

## **7.6 Public holidays**

7.6.1 An employee shall be entitled to paid holidays on the following days:

- 1 January;
- 26 January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- 25 April (Anzac Day);
- the Birthday of the Sovereign;
- Christmas Day;
- Boxing Day;
- Labour Day;
- Annual Show Day (day gazetted for the local show for the appropriate area); or

any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday.

7.6.2 An employee who works on a public holiday as defined in clause 7.6.1 shall be entitled to payment at the rate of double time and a-half for such work for a minimum of 4 hours work.

Refer also to clause 6.3.2 - RDO on public holiday.

7.6.3 An employee who works on a public holiday outside the ordinary starting and ceasing times prescribed by this Award for the day of the week on which such holiday falls, shall be paid at double the rate prescribed by the Award for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

### *7.6.4 Stand down*

Any full-time or part-time employee, with 2 weeks or more of continuous service, whose employment has been terminated by LCCQ or who has been stood down by LCCQ during the month of December and who is re-employed in January of the following year, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely Christmas Day, Boxing Day and New Year's Day.

### *7.6.5 Part-time employees*

A part-time employee who usually works on a day of the week on which a public holiday falls and is not required to work on that day, shall be paid for the hours which would normally have been worked on that day.

A part-time employee who does not usually work on a day of the week on which a public holiday falls is not entitled to any payment for that day.

### *7.6.6 Substitution*

Notwithstanding the provisions of clause 7.6, LCCQ and the majority of employees involved may agree, and subject to statutory limitations, that other working days may be substituted for the public holidays specified in clause 7.6.1:

Provided that, where an employee is subsequently required to work on such substituted day, the employee shall be paid the rate applicable for the holiday that has been substituted; in this case, the employee will not receive any additional pay in relation to the actual public holiday.

### *7.6.7 NAIDOC*

All Aboriginal and Torres Strait Islander employees shall, in substitution for a public holiday specified within clause 7.6, be entitled to the National Aboriginal and Islander Day of Celebration as a public holiday without loss of pay on the day it is celebrated:

Provided that by mutual agreement in lieu of this day being taken as a substituted public holiday it may be taken as an annual leave day or may be taken out of accumulated time in lieu.

## **7.7 Jury service**

7.7.1 A full-time or part-time employee required to attend jury service shall be paid their normal wage for their ordinary hours by LCCQ. Money received from the Government for attendance at such jury service during their ordinary hours of work shall be paid to LCCQ (with the exception of meal allowance).

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

## **7.8 Extra leave**

Additional annual leave to a maximum of 2 weeks may be accrued through salary sacrifice or reduction in salary. This facility may not be available if an employee has to be replaced at a cost to LCCQ. Employees shall consult with their Divisional Manager prior to making a decision on salary sacrifice or reduction in salary to obtain extra leave. All extra leave arrangements are subject to the approval of the relevant Divisional Manager. Changes to the extra leave arrangement can only be made on an annual basis.

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

No provisions inserted in this Award relevant to this Part.

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

### **9.1 Training and skill development**

The parties to this Award support an ongoing commitment to training and skill development. Accordingly, the parties commit themselves to continue:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training to acquire additional skills;
- (c) LCCQ will pay for the cost of renewing first aid certificates for those employees who are officially appointed as first aid officers;
- (d) where LCCQ provides paid training during working hours, necessary for employees to carry out their duties effectively, it shall be mandatory to attend such training; and
- (e) LCCQ will provide training for employees, during working hours, where such employees have been selected by their work group to act as workplace health and safety representatives.

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

No provisions inserted in this Award relevant to this Part.

## **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 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 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 records 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 is ineligible to become a member of that Union.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from LCCQ.
- (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 LCCQ, 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 LCCQ 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;
- (h) contributions made by the employer to a superannuation fund; and
- (i) location of work, as applicable, from time to time.

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;



PROFESSIONAL / ADMINISTRATIVE		DISABILITIES		OPERATIONS		CHILDREN'S SERVICES	
				RETAIL	TRANSPORT		
86.0					31,390	G 1	
87.2		31,610	2.1				
87.3							31,543 ACC Y1Q1
87.4				31,584	C2		
88.0		32,151	2.2				
89.0					32,188	G 2	
90.0	32,240	1.1					32,151 ACC Y2 Q1
91.0					32,590	G 3	
92.0		32,692	2.3				
92.14				32,614	R1		
92.4				32,671	C3		
92.5							32,687 GL Y1U
92.6							32,692 ACC Y3Q1
94.4					33,190	G 4	
94.5				33,129	R2		
95.0	33,328	1.2					
95.1							33,248 GL Y2U
97.0		33,711	3.1				
97.2							33,737 GL Y1Q1
98.0		34,423	3.2				
100.0	34,521	1.3		34,423	R3		34,423 GL Y2Q1
100.0	34,521	2.1					
102.0		35,151	3.3				
103.0							35,120 GL Y3Q1
105.0	35,609	2.2					35,510 GL Y1Q2
106.8		35,885	4.1				
106.9							36,051 GL Y2Q2
107.0		36,613	4.2				
110.0	36,697	2.3					36,592 GL Y1Q3
							36,592 AD Y1Q2
112.1							36,940 DIR Y1U
112.2							37,034 AD Y2Q2
112.4		37,346	4.3				
112.5							37,283 GL Y2Q3
							37,283 AD Y1Q3
115.0	37,682	2.4					
115.0	37,682	3.1					
115.4							37,653 DIR Y1Q1
							37,653 DIR Y2U
117.0							37,996 AD Y2Q3
119.0							38,521 DIR Y2Q1
120.0	38,770	3.2					
121.5							39,025 DIR Y1Q2
122.5							39,415 DIR Y1Q3
							39,415 DIR Y2Q2
125.0	39,858	3.3					
126.0							40,211 DIR Y2Q3
							40,211 DIR Y3Q2
130.0	40,946	3.4					
131.0							40,975 DIR Y3Q3
							40,975 DIR Y4Q2
134.0							41,745 DIR Y4Q3
135.0	42,034	4.1					
140.0	43,123	4.2					
142.0							43,274 DIR Y5Q3
145.0	44,211	4.3					

PROFESSIONAL / ADMINISTRATIVE		DISABILITIES	OPERATIONS		CHILDREN'S SERVICES	
			RETAIL	TRANSPORT		
149.0					44,803	DIR Y6Q3
150.0	45,195	4.4				
155.0	46,283	5.1				
157.0					46,233	DIR Y7Q3
160.0	47,267	5.2				
162.0					47,408	DIR Y8Q3
165.0	48,356	5.3				
166.0					48,687	DIR Y9Q3
170.0	52,626	6.1				
175.0	53,796	6.2				
180.0	54,965	6.3				
185.0	56,135	7.1				
190.0	57,304	7.2				
195.0	58,475	7.3				
200.0	59,645	8.1				
205.0	60,814	8.2				
210.0	61,984	8.3				

### SCHEDULE 1 - PROFESSIONAL AND ADMINISTRATIVE WORKERS

Subject Matter	Clause No.
<b>PART 1 - APPLICATION AND OPERATIONS</b>	
Coverage	1.1
<b>PART 2 - WAGES AND WAGE RELATED MATTERS</b>	
Wages schedule	2.1
Safety Net adjustments	2.2
<b>WORK LEVEL CLASSIFICATIONS</b>	
Professional and Administrative Worker Level 1	2.3
Professional and Administrative Worker Level 2	2.4
Professional and Administrative Worker Level 3	2.5
Professional and Administrative Worker Level 4	2.6
Professional and Administrative Worker Level 5	2.7
Professional and Administrative Worker Level 6	2.8
Professional and Administrative Worker Level 7	2.9
Professional and Administrative Worker Level 8	2.10
Progression between levels	2.11

### PART 1 - APPLICATION AND OPERATIONS

#### 1.1 Coverage

This provision shall be read in conjunction with clause 1.4 of the Award.

Employees under this schedule shall include workers who provide:

- (a) information collection and provision related to benefits and services and community resources available to clients;
- (b) supportive and/or crisis counselling;
- (c) emergency material relief for persons suffering financial hardship;

- (d) custodial or supportive care and social welfare support for people in residential accommodation, day and occasional care facilities and/or settings or for people who are unable to live independently, or who are not living in a family setting. But this does not include nursing and/or medical services;
- (e) assessment of individual, family group or community needs;
- (f) development, implementation and assessment and/or maintenance of individual casework programs;
- (g) referral and liaison with other workers and professionals, agencies, community groups, organisations or governments;
- (h) co-ordination of activities and/or facilities for the development of independent living skills and/or social skills;
- (i) research and analysis of social, welfare and/or community issues, needs or problems;
- (j) development and maintenance of community resources;
- (k) community campaign development and organisation;
- (l) development, maintenance, implementation and evaluation of a family, group and community programme;
- (m) social welfare or community planning, policy development, interpretation and/or implementation;
- (n) representation, advocacy, negotiation and mediation within and between communities, agencies, institutions, and governments, or with individuals;
- (o) counselling and/or social welfare support (not including nursing or medical services) for people living at home and who are unable to live independently;
- (p) development and transfer of skills and knowledge in community organisation, community education, advocacy, resource management, cultural awareness and other relevant areas within the community;
- (q) tasks associated with the maintenance of community services and social welfare projects including the preparation of submissions and reports and any incidental financial documentation;
- (r) providing a service of crisis supported accommodation and/or related services; and
- (s) clerical and/or administrative tasks associated with community services work.

## **PART 2 - WAGES AND WAGE RELATED MATTERS**

### **2.1 Wages schedule**

	Annual \$	Hourly \$
Professional and Administrative Worker Level 1.1	32,240	16.31633
Professional and Administrative Worker Level 1.2	33,328	16.86694
Professional and Administrative Worker Level 1.3	34,521	17.47068
Professional and Administrative Worker Level 2.1	34,521	17.47068
Professional and Administrative Worker Level 2.2	35,609	18.02129
Professional and Administrative Worker Level 2.3	36,697	18.5719
Professional and Administrative Worker Level 2.4	37,682	19.07038
Professional and Administrative Worker Level 3.1	37,682	19.07038
Professional and Administrative Worker Level 3.2	38,770	19.62099
Professional and Administrative Worker Level 3.3	39,858	20.17159
Professional and Administrative Worker Level 3.4	40,946	20.7222
Professional and Administrative Worker Level 4.1	42,034	21.27281
Professional and Administrative Worker Level 4.2	43,123	21.82392
Professional and Administrative Worker Level 4.3	44,211	22.37453
Professional and Administrative Worker Level 4.4	45,195	22.8725

	Annual \$	Hourly \$
Professional and Administrative Worker Level 5.1	46,283	23.42311
Professional and Administrative Worker Level 5.2	47,267	23.92109
Professional and Administrative Worker Level 5.3	48,356	24.4722
Professional and Administrative Worker Level 6.1	52,626	26.63313
Professional and Administrative Worker Level 6.2	53,796	27.22524
Professional and Administrative Worker Level 6.3	54,965	27.81684
Professional and Administrative Worker Level 7.1	56,135	28.40894
Professional and Administrative Worker Level 7.2	57,304	29.00054
Professional and Administrative Worker Level 7.3	58,475	29.59315
Professional and Administrative Worker Level 8.1	59,645	30.18526
Professional and Administrative Worker Level 8.2	60,814	30.77686
Professional and Administrative Worker Level 8.3	61,984	31.36896

(for Industrial Relativity Figures please see Appendix A)

## 2.2 Safety Net Adjustments

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 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.

## WORK LEVEL CLASSIFICATIONS

### 2.3 Professional and Administrative Worker Level 1

2.3.1 This level is for initial recruits who have limited relevant experience.

It is desirable that employees at this level are studying for an appropriate certificate or undertaking either internal or external training relevant to the work area.

#### 2.3.2 Responsibilities

- (a) Undertake routine office duties involving filing recording, checking and batching of accounts, invoices, orders, stores requisitions and maintenance of an existing records system;
- (b) undertake straightforward operation of keyboard equipment including data input and basic word processing at a basic level;
- (c) provide routine information including general reception and telephonist duties;
- (d) provide general stenographic duties;
- (e) apply established practices and procedures.

#### 2.3.3 Skills, knowledge, experience, qualifications and/or training

- (a) Ability to develop knowledge of the workplace function and operation;
- (b) basic knowledge of administrative practices and procedures relevant to the workplace;
- (c) ability to develop knowledge of work practices and policies of the relevant work area;

- (d) basic numeracy, written and verbal communication skills relevant to the work area;
- (e) no formal qualifications are required.

#### 2.3.4 *Organisational relationships*

- (a) Work under direct supervision.

#### 2.3.5 *Extent of authority*

- (a) Work outcomes are closely monitored;
- (b) freedom to act is limited by standards and procedures;
- (c) solutions to problems are found in established procedures and instructions with assistance readily available;
- (d) project completion is according to instructions and established procedures;
- (e) no scope for interpretation.

### **2.4 Professional and Administrative Worker Level 2**

2.4.1 This level is for positions requiring the application of acquired skills and knowledge to perform work within clearly defined guidelines under general guidance.

#### 2.4.2 *Responsibilities*

Positions at this level may include some of the following inputs or those of a similar value:

- (a) undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgement within clearly established procedures and/or guidelines;
- (b) respond to enquires and provide advice and information on LCCQ's products and services;
- (c) work under guidance in maintenance of records and/or journals including initial processing and recording related to the following:
  - (i) reconciliation of account balance;
  - (ii) incoming/outgoing cheques;
  - (iii) invoicing;
  - (iv) cash payment summaries;
  - (v) post journals to ledger;
  - (vi) payroll data;
  - (vii) debit/credit items;
  - (viii) petty cash imprest system;
  - (ix) letters, etc.
- (d) operate a word processor and/or other business software and be conversant with and utilise the functions of those systems;
- (e) provide secretarial/receptionist support requiring the exercise of sound judgement, initiative, confidentiality and sensitivity in the performance of work;
- (f) apply purchasing and inventory control requirements.

#### 2.4.3 *Skills, knowledge, experience, qualifications and/or training*

- (a) Basic skills in oral and written communication;
- (b) knowledge of established work practices, policies and procedures relating to the workplace;
- (c) developing knowledge of statutory and regulatory requirements relevant to the workplace;
- (d) knowledge of basic computing concepts;

- (e) no formal qualifications required; however, an appropriate certificate or skills attained through previous experience to undertake the range of activities is required.

#### 2.4.4 *Organisational relationships*

- (a) Works under regular supervision;
- (b) provide guidance and training to a limited number of lower classified employees or volunteers.

#### 2.4.5 *Extent of authority*

- (a) Work outcomes are monitored;
- (b) have freedom to act within defined established guidelines;
- (c) solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents, guidelines. Assistance will be available when problems occur.

### 2.5 **Professional and Administrative Worker Level 3**

2.5.1 This level is for positions working under general direction in the application of procedures, methods and guidelines which are well established. There is scope for exercising initiative in the application of established work procedures. Employees will be responsible for managing and planning their own work.

Positions may be required to supervise lower classified staff or volunteers in their day to day work.

Graduates with a 3-year degree who undertake work related to the responsibilities under this level shall commence at no lower than pay point 3. Graduates with a 4 year degree who undertake work related to the responsibilities under this level shall commence at no lower than pay point 4.

#### 2.5.2 *Responsibilities*

Positions at this level may include some of the following inputs or those of a similar value:

- (a) undertake responsibility for various activities in a specialised area;
- (b) exercise initiative in the application of established work procedures;
- (c) assist in a range of activities and/or contribute to interpretation of matters for which there are no clearly established practices and procedures, although such activity would not be the sole responsibility of the employee;
- (d) provide secretarial and/or administrative support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work;
- (e) assist with or provide a range of records management services;
- (f) provide help desk functions;
- (g) supervise a limited number of lower classified employees or volunteers;
- (h) deliver single stream training programs;
- (i) co-ordinate elementary service programs;
- (j) provide assistance to senior employees.

#### 2.5.3 *Skills, knowledge, experience, qualifications and/or training*

- (a) Demonstrated ability to utilise professional or specialised knowledge;
- (b) working knowledge of guidelines or statutory requirements relevant to LCCQ;
- (c) ability to apply computing concepts;
- (d) the prerequisite for entry to this level would be:

- (i) entry level 3 year degree; the entry level for holders of a relevant 3 year degree shall be the third incremental level;
- (ii) entry level 4 year degree; the entry level for holders of a relevant 4 year degree shall be the fourth incremental level; or
- (iii) Associate Diploma with experience; or
- (iv) Advanced Certificate with experience to undertake the range of activities required; or
- (v) attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

#### 2.5.4 *Organisational relationships*

- (a) Works under general supervision;
- (b) operates as a member of a team;
- (c) supervises other employees.

#### 2.5.5 *Extent of authority*

- (a) Receives instructions on the broader aspects of the work;
- (b) freedom to act within defined established practices;
- (c) may set outcomes or objectives for specific projects;
- (d) problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

## 2.6 **Professional and Administrative Worker Level 4**

2.6.1 This level is for positions that work under general direction. Generally guidelines and work procedures are established.

General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.

For employees working in the family day care area they shall be engaged in service delivery that may include; regular fieldwork, monitoring standards of child care, support and development of childcare provider/caregivers, liaison with parents, placement of children, liaison with government departments; and/or providing administrative support of a complex nature (e.g. preparation of grant applications, budgets, high-level computer applications).

#### 2.6.2 *Responsibilities*

Positions at this level may include some of the following inputs or those of a similar value:

- (a) undertake activities which may require the employee to exercise judgement and/or contribute critical knowledge and skills where procedures are not clearly defined;
- (b) perform duties of a specialised nature, including grant applications, requiring the development of expertise over time or previous knowledge;
- (c) identify specific or desired performance outcomes following budgetary constraints;
- (d) provide administrative support to senior employees in planning and implementing activities and policies, including preparation of budgets;
- (e) develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;
- (f) undertake computer operations requiring technical expertise and experience and may exercise initiative and judgement in the application of established procedures and practices;
- (g) apply computer programming knowledge and skills in systems development, maintenance and implementation.

### 2.6.3 *Skills, knowledge, experience, qualifications and/or training*

- (a) Knowledge of statutory requirements relevant to work;
- (b) knowledge of LCCQ policies and activities;
- (c) knowledge of the role of LCCQ and its services and/or functions;
- (d) specialists require an understanding of the underlying principles in the discipline;
- (e) sound discipline knowledge gained through previous experience, training or education;
- (f) the prerequisite for entry to this level would be:
  - (i) relevant 4 year degree with one year's relevant experience; or
  - (ii) 3 year degree with 2 years' relevant experience; or
  - (iii) lesser formal qualifications with substantial years of relevant experience; or
  - (iv) substantial experience attained through previous appointments to undertake the required range of activities.

### 2.6.4 *Organisational relationships*

- (a) Works under general direction;
- (b) supervises other staff and/or volunteers or works in a specialised field.

### 2.6.5 *Extent of authority*

- (a) Required to set outcomes within defined constraints;
- (b) provides specialist technical advice;
- (c) freedom to act governed by clear objectives and/or budget constraints;
- (d) solutions to problems generally found in precedents, guidelines or instructions;
- (e) assistance is usually available.

## **2.7 Professional and Administrative Worker Level 5**

2.7.1 This level is for positions working under general direction requiring application of a high level of knowledge and skills to achieve results:

- (a) General features at this level include involvement in establishing programs and procedures involving a range of work functions and supervision. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of, or prepare the budget.
- (b) Employees at this level will be required to provide expert advice to employees classified at a lower level and volunteers.
- (c) Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods. In addition, employees would be required to exercise a high level of interpersonal skills.
- (d) For employees working in the family day care area they would be expected to be responsible for the administration and/or coordination of a service; have a broad understanding of child care, community development and welfare issues, support services liaison and community education and service administration; have substantial involvement in service planning; have involvement in more than one (discipline/program) within a service; undertake significant projects requiring the use of analytical skills and subsequent reporting, and have substantial human services management skills.

### 2.7.2 *Responsibilities*

Positions at this level may include some of the following inputs or those of a similar value:

- (a) responsibility for a range of functions within LCCQ requiring a high level of knowledge and skills;

- (b) undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;
- (c) assist with the preparation of or prepare a program's budget in liaison with management;
- (d) set priorities and monitor work flow in the areas of responsibility;
- (e) provide expert advice to employees classified at lower levels and/or volunteers;
- (f) monitor and interpret legislation and regulations and in particular those relating to workplace health and safety, workers' compensation and rehabilitation;
- (g) undertake publicity assignments within the framework of LCCQ's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total program including media liaison, design and layout of publications/displays and editing;
- (h) operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee;
- (i) undertake duties that require knowledge of policies, procedures and guidelines relevant to LCCQ;
- (j) develop, plan and deliver educational and/or developmental programs for clients;
- (k) plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting.

#### 2.7.3 *Skills, knowledge, experience, qualifications and/or training*

- (a) Knowledge of LCCQ programs, policies and activities;
- (b) sound discipline knowledge gained through experience;
- (c) knowledge of the role of LCCQ, its structure and services;
- (d) the prerequisites for entry to this level would be:
  - (i) relevant degree with relevant experience; or
  - (ii) relevant experience attained through previous appointments, to undertake the range of activities required.

#### 2.7.4 *Organisational relationships*

- (a) Works under general direction;
- (b) supervises other employees and/or volunteers.

#### 2.7.5 *Extent of authority*

- (a) Exercises a degree of autonomy;
- (b) controls projects and/or programs;
- (c) sets outcomes for lower classified staff;
- (d) establishes priorities and monitor work flow in areas of responsibility;
- (e) solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

## 2.8 **Professional and Administrative Worker Level 6**

- 2.8.1 Positions at this level will require responsibility for decision making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the work place. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of LCCQ. They may be required to undertake the control and co-ordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of LCCQ.

- (a) A person employed as a Professional and Administrative Worker Level 6 shall operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.
- (b) Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs or activities. Positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision making; the exercise of judgement; delegated authority; and the provision of expert advice.
- (c) Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices.
- (d) Graduates required to perform duties relevant to their qualification and undertake work related to the responsibilities under this level shall commence at no lower than Paypoint 2.
- (e) For employees working within the family day care area they would require all of the skills noted in Level 5 above together with taking a leadership role in areas of management.

### 2.8.2 Responsibilities

Positions at this level may include some of the following inputs or those of a similar value:

- (a) undertake significant projects and/or functions involving the use of analytical skills;
- (b) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with LCCQ goals;
- (c) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi specialist operation; provide advice on matters of complexity within the work area and/or specialised area;
- (d) undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgement; provide advice on policy matters and contribute to their development;
- (e) negotiate on matters of significance within LCCQ with other bodies and/or members of the public;
- (f) control and co-ordinate a work area or a larger organisation within budgetary constraints;
- (g) exercise autonomy in establishing the operation of the work area;
- (h) provide a consultancy service for a range of activities and/or to a wide range of clients.

### 2.8.3 Skills, knowledge, experience, qualifications and/or training

- (a) Comprehensive knowledge of LCCQ policies and procedures;
- (b) specialist skills and/or supervision/management abilities exercised within a multi-disciplinary or major single function operation;
- (c) appreciation of the long term goals of LCCQ;
- (d) detailed knowledge of program activities and work practices relevant to the work area;
- (e) knowledge of LCCQ structures and functions;
- (f) comprehensive knowledge of requirements relevant to the discipline;
- (g) the prerequisites for entry to this level would be:
  - (i) degree with substantial experience; or
  - (ii) Post Graduate qualification; or
  - (iii) Associate Diploma with substantial experience; or

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

#### 2.8.4 *Organisational relationships*

- (a) Works under limited direction from senior employees;
- (b) supervision of staff.

#### 2.8.5 *Extent of authority*

- (a) Exercise a degree of autonomy;
- (b) may manage a work area or multi worksite/s;
- (c) has significant delegated authority; selection of methods and techniques based on sound judgement;
- (d) manage significant projects and/or functions;
- (e) solutions to problems can generally be found in documented techniques, precedents, or instructions with advice available on complex or unusual matters.

### **2.9 Professional and Administrative Worker Level 7**

2.9.1 Positions at this level will demand responsibility for decision making and the provision of expert advice to other areas of LCCQ. Employees would be expected to undertake the control and co-ordination of major work initiatives, programs or projects. Employees require a good understanding of the long-term goals of LCCQ.

- (a) Employees are involved in the formation/establishment of programs, the procedures and work practices within the organisation and will be required to provide assistance to other employees and/or sections.
- (b) In addition, positions at this level will be identified by their level of responsibility for decision making, the exercise of judgement and delegated authority and the provision of expert advice.
- (c) The management of staff is normally a feature at this level. Employees are required to set outcomes in relation to, and may be required to negotiate matters on behalf of LCCQ.

2.9.2 Positions at this level may include some of the following inputs of those of a similar value:

- (a) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- (b) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi discipline operation;
- (c) develop work practices and procedures for various projects;
- (d) establish work area outcomes;
- (e) prepare budget submissions;
- (f) develop and implement significant operational procedures;
- (g) review operations to determine effectiveness;
- (h) develop appropriate methodology and apply proven techniques in providing specialised services.

#### 2.9.3 *Organisational relationships*

- (a) Works under limited direction;
- (b) normally supervises other employees and establishes and monitors work outcomes.

#### 2.9.4 *Extent of authority*

- (a) May manage a program section of LCCQ;

- (b) has significant delegated authority;
- (c) selection of methods and techniques based on sound judgement. (Guidance not always readily available within the organisation.) Decisions and actions taken at the level may have significant effect on program/project/work areas being managed.

#### 2.9.5 *Skills, knowledge, experience, qualifications and/or training*

- (a) Comprehensive knowledge of policies and procedures;
- (b) application of a high level of discipline knowledge;
- (c) qualifications are generally beyond those required through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience; or
- (d) lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard; or
- (e) a combination of experience, expertise and competence sufficient to perform the duties required at this level.

### **2.10 Professional and Administrative Worker Level 8**

2.10.1 A person employed as at this level is subject to broad direction from senior officers and shall exercise managerial responsibility for an activity of LCCQ. In addition, employees may operate as a senior specialist providing multi-functional advice to various divisions.

- (a) General features of this level require the employee's involvement in the initiation and formulation of extensive projects or programs which impact on LCCQ's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.
- (b) Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within LCCQ and/or about external organisations such as government policy.
- (c) Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.
- (d) Positions at this level will demand responsibility for decision making within the constraints of LCCQ policy and require the employees to provide advice and support to all facets of LCCQ. Employees will have significant impact upon policies and programs and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programs.
- (e) Positions at this level may be identified by the significant independence of action within the constraints of LCCQ policy.

#### 2.10.2 *Responsibility*

A position at this level may include some of or similar responsibilities to:

- (a) undertake work of significant scope and complexity. A major portion of the work requires initiative;
- (b) undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- (c) undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high level advice;
- (d) provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;
- (e) manage extensive programs or projects in accordance with LCCQ goals. This may require the development, implementation and evaluation of those goals;
- (f) administer complex policy and program matters;
- (g) may offer consultancy service;

- (h) evaluate and develop/revise methodology techniques with LCCQ. The application of high level analytical skills in the attainment and satisfying of LCCQ objectives.

### 2.10.3 Requirements of the job

Some or all of the following are needed to perform work at this level.

### 2.10.4 Skills, knowledge, experience, qualifications and/or training

- (a) Detailed knowledge of policy, programs, guidelines, procedures and practices of LCCQ and external bodies;  
 (b) detailed knowledge of statutory requirements.

The prerequisites for entry to this level would be:

- (i) qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise; or  
 (ii) substantial post graduate experience; or  
 (iii) lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or  
 (iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties of the position.

## 2.11 Progression between levels

A degree qualified employee classified within Level 3 (Schedule 1) will progress to Level 4 subject to the following:

- (a) an employee who possess a relevant 3 year degree and has spent 2 years within Level 3; or  
 (b) an employee who possess a relevant 4 year degree and has spent 12 months within Level 3; and  
 (c) the employee meets the requirements of Level 4 and the provisions of clause 5.3.

## SCHEDULE 2 - DISABILITY WORKERS

Subject Matter	Clause No.
<b>PART 1 - APPLICATION AND OPERATIONS</b>	
Coverage	1.1
Union representation	1.2
Definitions	1.3
<b>PART 2 - WAGES AND WAGE RELATED MATTERS</b>	
Wages schedule	2.1
Safety Net adjustments	2.2
<b>WORK LEVEL CLASSIFICATIONS</b>	
Disability Worker Level 1	2.3
Disability Worker Level 2	2.4
Disability Worker Level 3	2.5
Disability Worker Level 4	2.6
Progression within classification levels	2.7
<b>PART 3 - HOURS OF WORK</b>	
Shift work	3.1
Rural and isolated special arrangements	3.2
<b>PART 4 - CONTRACT OF EMPLOYMENT</b>	
Casual employment	4.1

## **PART 1 - APPLICATION AND OPERATIONS**

### **1.1 Coverage**

This provision shall be read in conjunction with clause 1.4 of the Award.

Employees under this Schedule shall be employed in the provision of primary or personal care or general or support duties in disability services, accommodation or supported accommodation, life style support which would include workplace and study environment and independent living centres and assistant services, support services and housing, temporary accommodation, support and respite care or independent living centres and persons providing in-home assistance.

### **1.2 Union representation**

The Australian Workers' Union of Employees, Queensland shall have the right to represent under this Award the industrial interest of employees covered by the Deed of Agreement which was filed in the Australian Industrial Relations Commission in Case No. 20476 of 1991.

### **1.3 Definitions**

#### *1.3.1 Live-in arrangements*

"Live-in arrangement" means an arrangement where an employee is required to live in the same premises as a client for a period in excess of 68 consecutive hours and is responsible for, or provides one or a combination of home-aide, handyperson, personal care duties and support for the client in their home life. An employee must be provided with full board and lodging whilst required to live in the same premises as the client in order to fall within this definition of "live-in arrangement".

No employee shall suffer a reduction in their terms and conditions of employment as a result of the introduction of this clause in the Award. This definition of "live-in arrangement" shall operate on a trial basis for a period of 12 months and the parties to the Award will jointly report back to the Queensland Industrial Relations Commission during this period if necessary, but no later than 12 months.

## **PART 2 - WAGES AND WAGE RELATED MATTERS**

### **2.1 Wages Schedule**

	Annual \$	Hourly \$
Disability Worker Level 2.1	31,610	15.99761
Disability Worker Level 2.2	32,151	16.27129
Disability Worker Level 2.3	32,692	16.54497
Disability Worker Level 3.1	33,711	17.06076
Disability Worker Level 3.2	34,423	17.42129
Disability Worker Level 3.3	35,151	17.78971
Disability Worker Level 4.1	35,885	18.16076
Disability Worker Level 4.2	36,613	18.52918
Disability Worker Level 4.3	37,346	18.90024

(for Industrial Relativity Figures please see Appendix A)

### **2.2 Safety Net adjustments**

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 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.

## **WORK LEVEL CLASSIFICATIONS**

### **2.3 Disability Worker Level 1**

- 2.3.1 An employee at Level 1 works under close supervision/direction, and involves undertaking routine activities which require practical application of basic skills. The position shall support people with disabilities who need assistance in a living/community/work situation.
- 2.3.2 The work functions and tasks shall be clearly defined activities that support people with disabilities in personal care, hygiene, cooking, cleaning, personal budgeting, shopping, etc. An employee may work as part of a team to meet the support needs of people with disabilities. This position will require taking time to get to know individual people with disabilities. Support and training in learning the work role will be provided.
- 2.3.3 This position works and makes decisions within defined guidelines and procedures, and assistance and/or support is readily available in dealing with unexpected situations and/or when problems occur. Work shall include the provision of personal care assistance as a major role.
- 2.3.4 Employees shall only be engaged for up to 3 months at this level, and may be engaged for a probationary period during this time.
- 2.3.5 An employee at this level possesses no qualifications or has not demonstrated the competency standards requirements of Disability Worker Level 2.

### **2.4 Disability Worker Level 2**

- 2.4.1 An employee at Level 2 has satisfied Level 1 criteria and works under direction and undertakes a range of activities requiring the application of acquired skills and knowledge.
- 2.4.2 The work functions and tasks shall be defined through routines, methods, standards, and procedures that support and assist people with disabilities in a range of personal care and/or support tasks. This position may include working as a part of a team to meet the support needs of people with disabilities to assist them in their living/community/work environment and/or may extend to generic services, and may also encompass any one or more of the functions encompassed in Level 1.
- 2.4.3 The position includes responsibility for accurate written and verbal communications. Work and decision making is predominantly within defined guidelines and procedures. However, initiative is required to respond to immediate crises, with assistance to be sought for situations which are outside of defined guidelines and procedure.
- 2.4.4 The employee at this level may provide information in developing individual/future plans and requires accountability for outcomes within defined guidelines and procedures.
- 2.4.5 Level 2 shall include employees who possess and are required to utilise the competencies achieved either through formal or informal assessment or who possess and are required to utilise the appropriate certification for a qualification with an AQF Level 2 outcome relevant to the industry.

### **2.5 Disability Worker Level 3**

- 2.5.1 An employee at Level 3 means an employee performing at a higher level of responsibility, will have relevant technical experience, knowledge and/or training, which may be specialised or of a broad spectrum, and which may encompass any one or more of the functions encompassed at Levels 1 or 2.
- 2.5.2 An employee at this level works under general directions and/or guidelines and be able to work from complex instructions and procedures, in supporting people with disabilities in living/community/at work, etc.
- 2.5.3 The position requires the ability to apply technical skills that relate directly to and resolve around providing support and assistance to, people with disabilities. This position requires a high level of written and verbal communications and interpersonal skills. The ability to identify and solve problems/situations within the guidelines of the service is required. Assistance can be found in a range of service documentation and from management support.
- 2.5.4 An employee at this level may participate in developing individual/future plans for people with disabilities, and may have accountability for outcomes.
- 2.5.5 This position may require initiative and independent decision making to respond to immediate crises, and to support employees at Levels 1 and 2 to respond to situations/problems for which there are no guidelines or defined procedures. While employees at this level are expected to use their own judgement, assistance can be found in a range of service documentation and from management support. This position may be involved in the training and orientation of other staff and volunteers.

2.5.6 Level 3 includes employees who possess and are required to utilise the competencies achieved either through formal or informal assessment or who possess and are required to utilise the appropriate certification for a qualification with an AQF Level 3 outcome relevant to the industry.

## **2.6 Disability Worker Level 4**

2.6.1 An employee at Level 4 a high level of responsibility and autonomy with extensive experience, knowledge, training and technical skills which may be specialised or of a broad spectrum.

2.6.2 The position requires work to be undertaken within general direction and guidelines, and from complex instructions and procedures. The position may require extensive responsibilities for the day to day personal, primary or domestic service and support provided to people with disabilities. This position may work as part of a team which may include a Team leader role to meet the support of people with disabilities.

2.6.3 This position requires a high level of initiative in decision making and problem solving, especially in vulnerable and volatile situations with assistance being sought from management support. An employee at this level may participate in developing individual/futures plans for people with disabilities, and there is accountability for outcomes.

2.6.4 The position encompasses any one or more functions encompassed under Levels 1, 2 and 3.

2.6.5 Level 4 includes employees who possess and are required to utilise the competencies achieved either through formal or informal assessment or who possess and are required to utilise the appropriate certification for a qualification with an AQF Level 4 outcome relevant to the industry.

## **2.7 Progression within classification levels**

2.7.1 A disability support worker who holds a Certificate III in Disability Work or equivalent and who has less than 1976 hours experience in the case of a weekly employee, or less than a period of 12 months and the equivalent of 800 hours in the case of a part-time or casual employee shall be appointed to Level 3.1.

2.7.2 A disability support worker who holds a Certificate III in Disability Work or equivalent on completion of 1976 hours experience in the case of a weekly employee, or a period of 12 months and the equivalent of 800 hours in the case of a part-time or casual employee shall be appointed at Level 3.2. Such employee shall progress to Level 3.3 in accordance with clause 5.4 of the Award.

## **PART 3 - HOURS OF WORK**

### **3.1 Rural and isolated special arrangements**

In situations where people with disabilities are being assisted in rural or isolated communities, locales or situations, by agreement in writing, part-time employees may be rostered to work up to 12 out of each 14 day cycle.

In specific situations where isolation, distance and other hardships prevail, and subject to an agreement in writing between the employer and employee, other alternative arrangements may be entered into.

## **PART 4 - CONTRACT OF EMPLOYMENT**

### **4.1 Casual employment**

Casual employees shall be paid for a minimum of 2 hours for each period of employment.

Provided that where the client requires only one hour or less on any one day, by mutual agreement in writing between LCCQ and the employee, a minimum of one hour shall be paid.

## **SCHEDULE 3 - CHILD CARE WORKER**

Subject Matter	Clause No.
----------------	------------

### **PART 1 - APPLICATION AND OPERATIONS**

Coverage	1.1
Definitions	1.2

Subject Matter	Clause No.
<b>PART 2 - WAGES AND WAGE RELATED MATTERS</b>	
Wages schedule - other than outside school hours care and vacation care	2.1
Wage rates - outside school hours care and vacation care	2.2
Safety Net adjustments	2.3
Validation	2.4
Upgrading of qualifications	2.5
Juniors	2.6

#### **WORK LEVEL CLASSIFICATIONS**

Assistant child care workers	2.7
Group leaders	2.8
Assistant directors	2.9
Directors	2.10
Outside school hours care and vacation care workers	2.11
Increments	2.12
Higher duties	2.13

#### **PART 3 - HOURS OF WORK**

Outside school hours and vacation care	3.1
--	-----

(LCCQ has indicated that it will take on board any changes in relation to wages or classifications resulting from the current application by the Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees before the Queensland Industrial Relations Commission to amend the Child Care Industry Award - State 2003.)

### **PART 1 - APPLICATION AND OPERATIONS**

#### **1.1 Coverage**

1.1.1 This provision shall be read in conjunction with clause 1.4 of the Award.

This Schedule applies to persons who are employed at or in Child care centres as defined in the Regulations or outside school care, adjunct care, wherein employees are charged with the care of children, and/or the delivery of child care services as per clause 1.2 within Queensland.

1.1.2 Without limiting the scope of coverage, this Schedule shall apply to employees engaged in the provision of long day care, sessional care, occasional care, vacation care, adjunct care, respite care, emergency care, before or after school hours care and extended hours care of children as defined in the *Child Care Act 1991* and the *Child Care (Child Care Centres) Regulation 1991*.

#### **1.2 Definitions**

1.2.1 "Assistant Director" means an employee appointed as such who is approved in terms of the relevant legislation to have charge of the centre in the absence of the Director.

1.2.2 "Broken Shift" means a shift of work performed by employees in the outside school hours care program which is broken into not more than 2 periods (excluding rest pauses and meal breaks), where the unpaid break in between such periods is greater than one hour.

1.2.3 "Child Care Worker" means an employee who is engaged in the provision of child care within a centre and/or who is engaged in functions in or in connection with the general operation of the Centre including but not limited to all aspects of food preparation and service, cleaning and maintenance of all areas of the Centre (internal and external) to the standards required by the employer.

1.2.4 "Centre Based Care" means care for children in a centre as defined in the *Child Care Act 2002* and Regulations 2003.

1.2.5 "Co-ordinator - Qualified" means an employee who co-ordinates and manages an after school hours care and/or vacation care service for children and must have successfully completed a post-secondary course of at least 2 years in Early Childhood studies or another appropriate qualification acceptable to the employer.

The duties would include those listed under Co-ordinator - Unqualified.

- 1.2.6 "Joint Union/Employer Validation Committee" means a Committee with equal representation of Union/Employer, set up to resolve disputes between employees and employers in relation to incremental levels of pay or to relevant/equivalent qualifications.
- 1.2.7 "Outside School Hours Care" means care of children provided in schools, supervised playgrounds and other establishments, but not including child care centres as defined in the Child Care Regulation 2003, outside normal school hours.
- 1.2.8 "The Regulation" means the *Child Care Regulation 2003* or any Regulation enacted in substitution.
- 1.2.9 "Vacation Care" means care of children provided in schools, supervised playgrounds and other establishments, but not including child care centres, as defined in the *Child Care Regulation 2003*, during school vacations.
- 1.2.10 "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.

## **PART 2 - WAGES AND WAGE RELATED MATTERS**

### **2.1 Wages schedule - other than outside school hours care and vacation care**

The minimum weekly rates of pay for employees in the Southern Division, Eastern District working in other than outside school hours care and vacation care will be as set out hereunder.

The new classification structure expresses the Award rate payable, being the combination of the percentage base rate, the supplementary payment which includes the first, second and third \$8 safety net adjustments. The Award rate includes all increases and adjustments arising as a result of the Second Tier, 1st and 2nd structural efficiency payment and structural efficiency adjustment and 1st, 2nd, 3rd and 4th minimum rates adjustment.

	Annual \$	Weekly \$	Hourly \$
<i>Assistant Child Care Workers</i>			
Year 1 Unqualified	30,092	578.80	15.22918
Year 2 Unqualified	30,523	586.80	15.44761
Year 1, 1 Year Qualified	31,543	606.80	15.96339
Year 2, 1 Year Qualified	32,151	618.80	16.27129
Year 3, 1 Year Qualified	32,692	628.80	16.54497
<i>Group Leaders</i>			
Group Leader Year 1 Unqualified	32,687	628.80	16.54234
Group Leader Year 2 Unqualified	33,248	634.80	16.82655
Group Leader Year 1, 1 Year Qualified	33,737	648.80	17.07392
Group Leader Year 2, 1 Year Qualified	34,423	661.80	17.42129
Group Leader Year 3, 1 Year Qualified	35,120	675.80	17.77392
Group Leader Year 1, 2 Year Qualified	35,510	682.80	17.97129
Group Leader Year 2, 2 Year Qualified	36,051	693.80	18.24497
Group Leader Year 2, 3 Year Qualified	36,592	703.80	18.51866
Group Leader Year 1, 3 Year Qualified	37,283	716.80	18.86866
<i>Assistant Directors</i>			
Assistant Director Year 1, 2 Year Qualified	36,592	703.80	18.51866
Assistant Director Year 2, 2 Year Qualified	37,034	711.80	18.74234
Assistant Director Year 1, 3 Year Qualified	37,283	716.80	18.86866
Assistant Director Year 2, 3 Year Qualified	37,996	730.80	19.22918
<i>Directors</i>			
Director Year 1, Unqualified	36,940	710.80	18.69497
Director Year 2, Unqualified	37,653	723.80	19.0555

	Annual \$	Weekly \$	Hourly \$
Director Year 1, 1 Year Qualified	37,653	723.80	19.0555
Director Year 2, 1 Year Qualified	38,521	740.80	19.49497
Director Year 1, 2 Year Qualified	39,025	750.80	19.75024
Director Year 2, 2 Year Qualified	39,415	757.80	19.94761
Director Year 3, 2 Year Qualified	40,211	773.80	20.35024
Director Year 4, 2 Year Qualified	40,975	787.80	20.73708
Director Year 1, 3 Year Qualified	39,415	757.80	19.94761
Director Year 2, 3 Year Qualified	40,211	773.80	20.35024
Director Year 3, 3 Year Qualified	40,975	787.80	20.73708
Director Year 4, 3 Year Qualified	41,745	802.80	21.12655
Director Year 5, 3 Year Qualified	43,274	831.80	21.90024
Director Year 6, 3 Year Qualified	44,803	861.80	22.67392
Director Year 7, 3 Year Qualified	46,233	888.80	23.39761
Director Year 8, 3 Year Qualified	47,408	911.80	23.99234
Director Year 9, 3 Year Qualified	48,687	936.80	24.63971

(for Industrial Relativity Figures please see Appendix A)

## 2.2 Wage rates - outside school hours care and vacation care

The minimum rates of pay for employees working in the Southern Division Eastern District in outside school hours care and vacation care will be as set out hereunder:

	Wage Unqualified Per Week \$
(i) Assistant	
Year 1	578.40
Year 2	606.60
Year 3	618.30
Year 4	628.70
(ii) Co-ordinator - Unqualified	
Year 1	703.70
Year 2	710.40
Year 3	724.10
(iii) Co-ordinator - Qualified	
Year 1	742.00
Year 2	750.50
Year 3	758.00

## 2.3 Safety Net adjustments

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 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.

## 2.4 Validation

In the event that an employee holds a qualification which is not recognised by the employer, that employee will have recourse to a Joint Union/Employer Validation Committee as defined in clause 1.2.6 which will assess the qualifications for the purposes of determining the relevant classification and wage level. Assistance may also be provided by the Department

of Family Services.

## 2.5 Upgrading of qualifications

No employee should receive a lesser wage rate as a result of the upgrading of qualifications.

## 2.6 Juniors

The junior rates prescribed in clause 5.1.6 will apply to the positions of Assistant Child Care Worker, and Assistant - Outside School Hours Care.

Junior employees:

	% of appropriate adult rate
17 and under 18 years of age	55
18 and under 19 years of age	65
19 and under 20 years of age	75
20 years of age	85

Calculation of junior rates - Junior rates will be calculated in multiples of 10 cents, with any result of 5 cents or more being adjusted to the next highest 10 cent multiple.

## WORK LEVEL CLASSIFICATIONS

### 2.7 Assistant Child Care Workers

2.7.1 "Assistant Child Care Worker - Unqualified" - means an employee who is an adult or an employee who:

- (a) has successfully completed Year 12 at Secondary School; or
- (b) on the day the person is first employed as an assistant, is at least 17 and is undertaking, or has completed a Child Care Practice Certificate at a College of Technical and Further Education;
- (c) an assistant who is not an adult must be supervised by an appropriately approved Group Leader;
- (d) duties would include, but not be limited to, some or all of the following:
  - (i) assist in the implementation of the early childhood program under supervision;
  - (ii) implement daily routine;
  - (iii) ensure the health and safety of the children in their care;
  - (iv) give each child individual attention and comfort as required;
  - (v) work in accordance with the licensing requirements of the *Child Care Act 1991*;
  - (vi) understand and work according to the Centre or service's policy; and
  - (vii) perform general duties associated with the operation of the Centre, including but not limited to all aspects of food preparation, service and cleaning/maintenance of all areas of the Centre (internal and external).

2.7.2 "Assistant Child Care Worker - Minimum 1 Year Qualified" means an employee who holds a one year full-time or 2 years part-time qualification in the early childhood area (or its equivalent) from an accredited tertiary institution, or an employee who has successfully completed one half of the course of study for an Associate Diploma in Child Care or an equivalent qualification as determined under the Regulations.

- (a) This classification will also include a cook who prepares at least one full meal per day for each of a substantial proportion of children present at the Centre.
- (b) Duties would include, but not be limited to, some or all of the following:
  - (i) any of the duties of an Assistant Child Care Worker - Unqualified;
  - (ii) co-ordinate and direct activities of unqualified workers engaged in the implementation of programs and activities in group settings;
  - (iii) liaise with parents;
  - (iv) ensure a safe environment is provided for the children;
  - (v) ensure that records are maintained and are up to date concerning each child in their care;
  - (vi) assist in the development, implementation and evaluation of daily routines;
  - (vii) be responsible to the Director for the assessment of students on placement; and
  - (viii) ensure the Centre or service's policies are adhered to.

## 2.8 Group Leaders

2.8.1 "Group Leader - Unqualified" means an unqualified employee who is an adult and holds a Certificate of Endorsement or previous exemption to act as a Group Leader under the *Child Care Act 1991*.

(a) Duties would include, but not be limited to, some or all of the following:

- (i) carrying out the work of a Group Leader;
- (ii) the co-ordination of the activities of a group of children;
- (iii) general supervision of workers;
- (iv) assisting in the Centre's or service's administrative functions;
- (v) any of the duties of Assistant Child Care Worker - 1 Year Qualified;
- (vi) to ensure that a developmentally appropriate program is planned and implemented for each child;
- (vii) to assess the needs of each child and monitor the child's progress; and
- (viii) to maintain effective communication with a parent of each child in the group that the person leads.

2.8.2 "Group Leader - 1 Year Qualified" means an unqualified employee who is an adult and holds a one year full-time or 2 years part-time qualification in the early childhood area (or its equivalent) as approved under the Regulation, and holds an endorsement under the *Child Care Act 1991* or, an employee who is an adult who has successfully completed one half of the course of study for an Associate Diploma in Child Care or an equivalent qualification as determined under the Regulation and holds an endorsement under the *Child Care Act 1991*.

(a) Duties would include, but not be limited to, some or all of the following:

- (i) carrying out the work of a Group Leader;
- (ii) the co-ordination of the activities of a group of children;
- (iii) general supervision of workers in the Centre;
- (iv) assisting in the Centre's or the service's administrative functions;
- (v) any of the duties of Assistant Child Care Worker - 1 Year Qualified;
- (vi) to ensure that a developmentally appropriate program is planned and implemented for each child;
- (vii) to assess the needs of each child and monitor the child's progress; and
- (viii) to maintain effective communication with a parent of each child in the group that the person leads.

2.8.3 "Group Leader - 2 Year Qualified" means an employee who is an adult who has successfully completed a post-secondary course of at least 2 years full-time in early childhood studies conducted by a college of technical and further education or a qualification awarded by another institution that is approved or is regarded as a similar qualification under the Regulation.

(a) A Registered Nurse who has enrolled in or has successfully completed an appropriate bridging course in early childhood studies will also meet the criteria for a 2 Year Qualified Group Leader.

(b) Duties would include, but not be limited to, some or all of the following:

- (i) any of the duties of a Group Leader - 1 Year or less;
- (ii) work as the person in charge of a group of children in the age range from birth to 12 years;
- (iii) take responsibility in consultation with the Director for the preparation, implementation and evaluation of a developmental program for individuals and groups of children in care;
- (iv) co-ordinate and direct the activities of workers engaged in the implementation and evaluation of developmental programs and activities in a group setting;
- (v) contribute, through the Director, to the development of the Centre or service's policies; and
- (vi) ensure that the policies and practices of the Centre are maintained.

2.8.4 "Group Leader - Minimum 3 Year Qualified" means an employee who is an adult who has successfully completed a tertiary qualification of at least 3 years full-time in early childhood studies conducted by a university or at least a 3 year qualification awarded by another institution that is approved or is regarded as a similar qualification under the Regulation.

(a) Duties will include but not be limited to some or all of the following:

- (i) any of the duties of a Group Leader - 2 Year Qualified;
- (ii) work as the person in charge of a group of children in the age range from birth to 12 years;
- (iii) take responsibility in consultation with the Director for the preparation, implementation and evaluation of a developmental program for individuals and groups of children in care;
- (iv) co-ordinate and direct the activities of workers engaged in the implementation and evaluation of developmental programs and activities in a group setting;

- (v) contribute, through the Director to the development of the Centre or services' policies; and
- (vi) ensure that the policies and practices of the Centre are maintained.

## 2.9 Assistant Directors

- 2.9.1 "Assistant Director - 2 Year Qualified" means an employee who has been appointed as an Assistant Director and who has successfully completed a post secondary course of at least 2 years in early childhood studies conducted by a college of technical and further education or a qualification awarded by another institution that is approved or is regarded as a similar qualification under the Regulation and has had at least 2 years employment in the Early Childhood profession or a person who, although not meeting these requirements, is permitted to be employed as an Assistant Director by a relevant provision of the *Child Care Act 1991* or Regulation.
- 2.9.2 "Assistant Director - Minimum 3 Year Qualified" means an employee who has been appointed as an Assistant Director and must have successfully completed a Tertiary Qualification of at least 3 years full-time in Early Childhood studies conducted by a University or at least a 3 year qualification awarded by another Institution that is approved or regarded as a similar qualification under the Regulation.
- 2.9.3 Duties of Assistant Director (2 Year Qualified and Minimum 3 Year Qualified) include but are not limited to some or all of the following:
- (a) all of the duties of a Group Leader - Minimum 3 Year Qualified;
  - (b) to supervise the programs and the quality of care that the service provides;
  - (c) to maintain the service's policies and practices;
  - (d) to maintain effective liaison with other agencies in the community;
  - (e) to maintain the Centre's records;
  - (f) supervising qualified and unqualified workers;
  - (g) planning and co-ordinating in-service training for the Centre or service; and
  - (h) planning and implementing programs for children with special needs, including, but not limited to, children with disabilities and children of non-English speaking background.

## 2.10 Directors

- 2.10.1 "Director Unqualified" means an employee who holds no child care qualifications and who holds a Certificate of Endorsement or previous exemption to act as a Director of a Child Care Centre.
- 2.10.2 "Director 1 Year Qualified" means an employee who has successfully completed a one year full-time or 2 years part-time course in early childhood studies which is a qualification approved under the Regulation and who holds an endorsement or previous exemption to act as a Director of a Child Care Centre.
- 2.10.3 "Director 2 Year Qualified" means an employee who holds a 2 years full-time or 4 years part-time qualification in the early childhood area (or its equivalent) from an accredited tertiary institution, such qualification being an approved qualification under the Regulation, and who holds an endorsement or previous exemption to act as a Director of a Child Care Centre.
- 2.10.4 "Director Minimum 3 Year Qualified" means an employee who has successfully completed a tertiary course of at least 3 years in early childhood studies or a qualification that is approved under the terms of the Regulation and who is approved under the *Child Care Act 1991* to act as a Director of a Child Care Centre.
- 2.10.5 Duties of Directors (one Year, 2 Year and Minimum 3 Year Qualified) include but are not be limited to all or some of the following:
- (a) responsibility for the overall administration of the Centre or service;
  - (b) to develop, implement and supervise developmental programs and the quality of care that the service provides;
  - (c) to maintain the service's, policies and practices;
  - (d) to establish a process for the recruitment, orientation and support of staff;

- (e) to identify and assist in meeting in-service training needs of staff;
- (f) to establish and maintain effective communication systems with staff and parents;
- (g) to establish and maintain liaison with other agencies in the community (as required);
- (h) to maintain the Centre's records;
- (i) recruit staff in consultation with the Manager/Owner or Licensee of the Centre;
- (j) to keep day-to-day accounts and handle clerical administrative matters;
- (k) ensure that the Centre or service adheres to all relevant Regulations;
- (l) formulate and evaluate annual budgets in liaison with relevant authorities where necessary;
- (m) all of the duties of an Assistant Director.

## **2.11 Outside school hours care and vacation care workers**

2.11.1 "Assistant" means an employee who is unqualified and is employed to assist at an Outside School Hours Care and Vacation Care Service.

- (a) An Assistant must be supervised by a Co-ordinator.
- (b) Duties would include, but not be limited to, some or all of the following:
  - (i) supervise children's activities;
  - (ii) ensure the health and safety of the children in care;
  - (iii) take a genuine interest in the children, their activities and participate in these as much as possible;
  - (iv) administer first aid when appropriate, and ensure injured children receive appropriate medical attention;
  - (v) supervise sports activities;
  - (vi) liaise with parents;
  - (vii) assist in developing and implementing programs/activities; and
  - (viii) understand and work according to the Centre's policies.

2.11.2 "Co-ordinator - Unqualified" means an employee who co-ordinates and manages an After School Hours Care and/or Vacation Care Service for children and has no relevant post secondary qualification. The duties would include, but not be limited to, some or all of the following:

- (a) develop and or oversee programs and ensure they offer a balance of flexibility, variety, safety and fun;
- (b) supervise the programs/activities, staff and ensure each staff member is fulfilling their relevant duties and responsibilities;
- (c) carry out administration tasks including fee collection and receipting, banking, staff pay, etc;
- (d) administer first aid when appropriate and ensure that injured children receive appropriate medical attention;
- (e) to work positively in working with parents and/or Committees; and
- (f) understanding and working in accordance with the Service's policies.

## **2.12 Increments**

### *2.12.1 Accumulation toward increments*

For the purpose of the introduction of the incremental salary scale years of service will begin to accumulate from September 1991.

### *2.12.2 Continuous service*

For the purpose of determining the incremental level within a classification, total continuous service within the child care industry as defined in the *Child Care Act 1991* or in a kindergarten or other child care centre as defined in the Regulations within Australia, will be counted effective from 1 September 1991. Employees moving from one classification level up to another will commence on the first year of service rate of that higher classification.

### 2.12.3 *Disputes re incremental level*

Any dispute relating to appropriate incremental level will be referred in the first instance to the Joint Validation Committee as defined in clause 1.2.6.

### 2.12.4 *Credit for previous experience*

- (a) An employee who has been away from the child care industry for 3 years or less will return at the same level of experience at which the employee was at when leaving the industry. For any absence of 3 years or part thereof over and above the period of 3 years referred to in clause 2.12.4, one year will be deducted from the actual years of experience fulfilled.
- (b) Following termination of employment for any reason an employer will, upon demand, supply to a former employee a certificate of service, in writing, which certificate will amongst other things, specify the period of service of such employee and the classification level at which such employee was employed from time to time.

## 2.13 Higher duties

An employee who performs the work of an employee in a higher classification level shall be paid as follows:

- (a) if more than 4 hours on any day, the higher rate for the whole of such day;
- (b) if 4 hours or less then payment of the higher rate for 4 hours.

## PART 3 - HOURS OF WORK

### 3.1 Outside School Hours Care and Vacation Care

#### 3.1.1 *Outside School Hours Care*

- (a) The ordinary working hours will not exceed 38 hours in any one week and will be worked Monday to Friday inclusive.
- (b) An employee other than a full-time employee will be engaged for a minimum period of 2 hours per day:  
Provided that the 2 hours may be broken into 2 periods of not less than 1 hour.
- (c) Such ordinary working hours will be worked between the hours of 6.00 a.m. and 7.00 p.m. for which the broken shift allowance specified in clause 5. 10.7 will be paid if employees report for work twice per day.
- (d) Where co-ordinators are required wholly or mainly to supervise children during the operative hours of the program and are required to perform administrative duties in relation to the Outside School Hours Care program, they will be employed for additional time to perform these duties. This additional time will be the equivalent of not less than 15 minutes per hour, for each hour of contact time with the children. Where employees are required to prepare equipment and facilities for the Outside School Hours Care program, they will be allowed adequate paid time to perform these duties.

## SCHEDULE 4 - OPERATIONS

Subject Matter	Clause No.
PART A - RETAIL	
A1 - APPLICATION AND OPERATIONS	
Coverage	A1.1
Definitions	A1.2
A2 - WAGES AND WAGE RELATED MATTERS	
Wages schedule	A2.1
WORK LEVEL CLASSIFICATIONS	
Shop Assistant	A2.2
Assistant Store Manager/2IC	A2.3
Store Manager	A2.4

Subject Matter	Clause No.
Storeperson	A2.5
Storeperson in charge	A2.6
Distribution worker	A2.7
Cleaner	A2.8
Junior rates	A2.9
Cleaners/caretakers allowances	A2.10

### A3 - HOURS OF WORK

Span of hours	A3.1
Saturday and late night work	A3.2
Part-time employment	A3.3
Casual employment	A3.4
Split shift	A3.5
Overtime	A3.6
Public holidays	A3.7

### PART B - TRANSPORT

#### B1 - APPLICATION AND OPERATIONS

Coverage	B1.1
----------	------

#### B2 - WAGES AND WAGE RELATED MATTERS

Wages schedule	B2.1
<b>WORK LEVEL CLASSIFICATIONS</b>	
Grade 1 Transport and Distribution Worker	B2.2
Grade 2 Transport and Distribution Worker	B2.3
Grade 3 Transport and Distribution Worker	B2.4
Grade 4 Transport and Distribution Worker	B2.5
Junior rates	B2.6
Overtime	B2.7
Allowances	B2.8

### PART C - WAGES SCHEDULE

Wage Rates	C1
Safety Net Adjustments	C2

### **PART A. - RETAIL**

#### **A1 - APPLICATION AND OPERATIONS**

##### **A1.1 Coverage**

This provision shall be read in conjunction with clause 1.4 of the Award.

This schedule applies to all employees engaged in LCCQ retail outlets, warehousing and distribution.

##### **A1.2 Definitions**

A1.2.1 "Employee" means and includes all persons for whom wage rates are prescribed by this Award.

A1.2.2 "Junior Employee" means any employee under the age of 21 years, excepting employees engaged in cleaning, watching or lift attendant duties.

A1.2.3 "Senior Employee" means any shop assistant, 21 years of age or over.

#### **A2 - WAGES AND WAGE RELATED MATTERS**

##### **A2.1 Wages schedule**

Refer to Part C - Wages schedule.

### **A2.2 Shop Assistant (92.14%)**

"Shop Assistant" means an employee who is engaged as such and primarily employed in either a retail role or a warehouse role working under direct supervision. A shop assistant is also required to perform general duties within their knowledge, have good communication skills and provide excellent customer service.

A shop assistant under this classification may be asked to perform any of the following duties:

- (a) selling merchandise and customer service;
- (b) pricing goods and labelling ;
- (c) moving stock, preparing stock for display and stock replenishment;
- (d) answering and responding to telephone enquiries;
- (e) maintaining basic manual or computerise records;
- (f) operating cash registers including processing EFTPOS, credit card and cheque transactions;
- (g) counting register float;
- (h) opening and closing the store;
- (i) general housekeeping;
- (j) receipt and despatch of good;
- (k) storing and retrieval of good;
- (l) packing goods for transport;
- (m) selecting goods and assembling orders;
- (n) preparing and receiving appropriate documentation;
- (o) loading trucks.

### **A2.3 Assistant Store Manager/2IC (94.5%)**

"Assistant Store Manager/2IC" means an employee who is engaged as such and primarily employed as an Assistant Manager 2IC and to perform duties within their knowledge, have good communication skills and provide excellent customer service.

An Assistant Store Manager under this classification may be asked to do any of the following duties:

- (a) general retail duties as defined for a Shop Assistant;
- (b) may work alone, or directly supervise other employees in accordance with the instructions of the Store Manager or company;
- (c) provide assistance to the Store Manager;
- (d) training of new staff including volunteers;
- (e) cash handling and banking.

### **A2.4 Store Manager (100%)**

"Store Manager" means an employee who is engaged as such and primarily employed as a Store Manager and to perform duties within their knowledge, have good communication skills and provide excellent customer service.

A Store Manager under this classification may be asked to do any of the following:

- (a) general retail duties as defined for a shop assistant;
- (b) to be in charge of a shop and staff including volunteers;
- (c) training of new staff including volunteers;
- (d) work without direct supervision and make own decisions.

#### **A2.5 Storeperson (92.14%)**

"Storeperson" means any employee principally engaged in the reception, storing or packing of any goods, for sale by retail.

#### **A2.6 Storeperson in charge (94.5%)**

"Storeperson in charge" means a senior storeperson who has under their supervision or direction not less than 2 storepersons.

#### **A2.7 Distribution Worker (92.14%)**

"Distribution Worker" means an employee in a distribution centre engaged in sorting, packing, handling and in particular, preparation of goods that are being prepared for dispatch, including rag cutting.

#### **A2.8 Cleaner**

"Cleaner" means a person employed for the greater part of their working time in cleaning work of any description on any premises or is bringing into or maintaining premises in a clean condition, whatever may be the nature of their duties.

Level 1 - Induction (82%)

Level 2 - General cleaning (87.4%)

Level 3 - General cleaning and ordering supplies and receiving deliveries and/or being given the responsibility for the distribution and maintenance of toilet and other requisites and cleaning materials in buildings (92.4%).

#### **A2.9 Junior rates**

The minimum rates of pay for junior employees shall be determined by applying the following percentages to relevant rate as indicated in the Wage Schedule A2.1 as appropriate:-

	Minimum Adult Rate %
Under 16 years of age	45
16 and under 17 years of age	50
17 and under 18 years of age	55
18 and under 19 years of age	65
19 and under 20 years of age	75
20 and under 21 years of age	85

Calculation of Junior Rates - Junior rates shall be calculated in multiples of 10c with any result of 5c or more being taken to the next highest 10c multiple.

#### **A2.10 Cleaners' allowances**

##### *A2.10.1 Toilet cleaning*

- (a) Employees required to clean toilets connected with septic tanks or sewerage are to be paid an allowance of \$7.20 per week in addition to their ordinary wage rates.
- (b) Employees required to clean earth closets or urinals, other than merely by hosing them, are to be paid 39c per closet per service, or 39c for each 3 (or fraction of 3) urinals, in addition to their ordinary wage rates. Neither of these payments will apply where the allowance in clause A2.10. 1(a) applies.

##### *A2.10.2 Washing dusters and towels*

Employees who are called upon outside their ordinary working hours to wash dusters will be paid 23c each and for washing

towels or larger articles, 33c each.

#### A2.10.3 *Window cleaning*

- (a) Any employee who is required to clean windows when it is necessary to go wholly outside the window or climb around an outside column to do such cleaning will, if such cleaning or climbing is at a height of more than 3 metres from the ground or verandah, be paid 39c extra for each such window unless the outside window or column ledge is more than 50 centimetres wide:

Provided clause A2.10.3 (a) does not apply to cleaning from a ladder resting on the ground.

- (b) Where cleaning is done from a ladder, and any portion of the window to be cleaned exceeds in height 7.5 metres from the ground, the employee is to be paid 39c per window extra for each window so cleaned:

Provided that clause A2.10.3(b) does not apply when an efficient safety device is provided.

### **A3 - HOURS OF WORK**

Subject to clause 6.1.1, the ordinary hours of all full-time employees and part-time employees shall be worked on any 5 days, Monday to Saturday inclusive with one late night work arrangement per week, with the rostered days off decided by mutual agreement between LCCQ and the employees concerned.

#### **A3.1 Span of hours**

- (a) 7.00 a.m. to 6.00 p.m. Monday to Saturday.
- (b) Late night trading to 9.00 p.m.
- (c) 6.00 a.m. start at the election of the majority of employees in a particular work unit.

#### **A3.2 Saturday and late night work**

All employees other than casuals, shall be paid in addition to their ordinary rates of pay a loading of 25% for all ordinary hours worked between 6.00 p.m. and 9.00 p.m. for the late night arrangement and all Saturday work.

#### **A3.3 Part-time employment**

All part-time employment shall be a minimum engagement of not less than 3 hours per day or 12 hours per week and not more than 32 hours per week.

#### **A3.4 Casual employment**

Casual employment shall be no less than 3 hours per engagement and not more than 30 hours per week.

#### **A3.5 Split shift**

No split shifts apply to retail.

#### **A3.6 Overtime**

A3.6.1 Overtime will be paid as per clause 6.6, with the exception to the defined maximum hours for part-time and casual employment as defined in clauses A3.3 and A3.4. Time off in lieu is not applicable for employees engaged under Part A - Retail of Schedule 4.

A3.6.2 Any overtime worked on Sunday shall be paid at double time.

#### **A3.7 Public holidays**

A full-time employee whose non-working day falls on a public holiday shall receive, by mutual agreement, either:

- (a) an additional day's wages; or
- (b) another day off with pay within 28 days after the holiday falls or during the week prior to the holiday.

### **PART B - TRANSPORT**

**B1 - APPLICATION AND OPERATIONS**

**B1.1 Coverage**

This provision shall be read in conjunction with clause 1.4 of the Award.

This schedule applies to all employees engaged in or in connection with the transport of goods, wares, merchandise, material or anything whatsoever.

**B2 - WAGES AND WAGE RELATED MATTERS**

**B2.1 Wages schedule**

Refer to Part C - Wages schedule.

**B2.2 Grade 1 Transport and Distribution Worker**

Motor Driver's Assistant. Furniture Removers' Assistant. Loader - other than freight forwarder.

**B2.3 Grade 2 Transport and Distribution Worker**

Loader - Freight Forwarder. Driving a vehicle not exceeding 4.5 tonnes GVM (Gross Vehicle Mass) and drivers of sedans, station wagons, motor cycles and other vehicles not mentioned elsewhere in this clause which do not have a GVM stated in a certificate of registration.

**B2.4 Grade 3 Transport and Distribution Worker**

Driving a 2 axle rigid vehicle or any other rigid vehicle exceeding 4.5 tonnes GVM, but not exceeding 13.9 tonnes GVM (unless by special permit or registration such vehicle may be up to 15 tonnes GVM).

**B2.5 Grade 4 Transport and Distribution Worker**

Driving a 3 axle rigid vehicle exceeding 13.9 tonnes GVM. Driver of a 2 axle rigid vehicle greater than 13.9 tonne GVM.

**B2.6 Junior rates**

	Percentage of Grade 2 %
16 and under 17 years	45
17 and under 18 years	55
18 and under 19 years	65

Where a junior employee aged 18 years or more is required to drive another vehicle and is in sole charge thereof, the junior will be paid the adult rate assigned to the class of driving that the junior is required to perform.

**B2.7 Overtime**

Ordinary hours worked on a Sunday shall be paid at double time.

**B2.8 Allowances**

*B2.8.1 Furniture handling*

Employees engaged in handling, carting, or delivering any article of household, office, or school furniture or white goods, which are completely manufactured and ready for use, and will include furniture being transported from manufacturer to a retail store; unless such furniture is crated or carbonised will be paid \$2.92 per day in addition to the wages prescribed in clause B2.1.

*B2.8.2 Drivers handling money*

Employees who are required to handle money will be paid the following rates in addition to the rates set out in clause B2.1:

Per week  
\$

For any amount handled:

Up to \$20	1.00
Over \$20 but not exceeding \$200	3.20
Over \$200 but not exceeding \$600	5.10
Over \$600 but not exceeding \$1,000	7.80
Over \$1,000 but not exceeding \$1,200	10.60
Over \$1,200 but not exceeding \$1,600	11.90
Over \$1,600 but not exceeding \$2,000	13.50
Over \$2,000	16.00

### B2.8.3 *Work in the rain*

Suitable clothing will be supplied by the employer to employees who are required to work in the rain:

Provided that if such an employee, while using such clothing, nevertheless gets the employee's clothes wet the employee will be paid double rates for all work so performed and such payment will continue until the employee is able to change into dry clothing or until the employee ceases work, whichever is the earlier.

## PART C - WAGES SCHEDULE

### C1 - Wage rates

	Annual \$	Hourly \$
<b>RETAIL BASE RATES</b>		
Cleaner Level 1	30,414	15.39234
Cleaner Level 2	31,584	15.98445
Shop Assistant	32,614	16.5055
Storeperson	32,614	16.5055
Distribution Worker	32,614	16.5055
Cleaner Level 3	32,671	16.53445
Assistant Store Manager	33,129	16.766
Storeperson in Charge	33,129	16.766
Store Manager	34,423	17.4213
<b>TRANSPORT BASE RATES</b>		
Grade 1 Transport and Distribution Worker	31,303	15.8423
Grade 2 Transport and Distribution Worker	32,099	16.245
Grade 3 Transport and Distribution Worker	32,499	16.4476
Grade 4 Transport and Distribution Worker	33,097	16.7502

(for Industrial Relativity Figures please see Appendix A)

### C2 - Safety Net adjustments

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 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.

Dated 15 December 2005.

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

Operative Date: 28 December 2005  
New Award - Lifeline Community Care Queensland Enterprise  
Award - State 2005  
Released: 1 March 2006