

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**MEDICAL IMAGING AND RADIATION THERAPY
EMPLOYEES (PRIVATE SECTOR) AWARD - STATE 2002**

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Medical Imaging and Radiation Therapy Employees (Private Sector) Award - State 2002 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Medical Imaging and Radiation Therapy Employees (Private Sector) Award - State 2002 as at 1 January 2011.

Dated 1 March 2011.

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

**MEDICAL IMAGING AND RADIATION THERAPY
EMPLOYEES (PRIVATE SECTOR) AWARD - STATE 2002**

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Medical Imaging and Radiation Therapy Employees (Private Sector) Award - State 2002.

1.2 Arrangement

Subject Matter Clause No.

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1.3 Date of operation

This Award takes effect from 4 February 2003.

1.4 Coverage

1.4.1 This Award applies to:

- (a) All employers engaged in the Industry of Private Sector Radiography, Radiation Therapy and Medical Imaging.
- (b) All employees for whom classifications and rates of pay are prescribed by this Award engaged in or in connection with or incidental to, the industry of Private Sector Radiography.
- (c) Notwithstanding clauses 1.4.1(a) and 1.4.1(b) above, this Award shall not apply to any employee whose gross wage earnings exceeds the sum of \$60,000 per annum.

1.4.2 This Award shall not apply to:

Any employer or employee currently subject to the terms and conditions of the District Health Service Employees' Award - State, the Nurses' Award - State and the Clerical Employees Award - State.

1.5 Definitions

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

1.5.2 "Accrued Day Off" shall mean a day accrued as a result of the method of working ordinary hours where employees are rostered off on various days of the week during a particular work cycle, such that employees may have one or more days off during that cycle.

1.5.3 "Afternoon Shift" shall mean any shift finishing after 6.30 p.m. and at or before midnight.

1.5.4 "Classification Level" shall comprise a number of paypoints through which employees will be eligible to progress.

1.5.5 "Commission" means the Queensland Industrial Relations Commission.

1.5.6 "Continuous Shift Work" shall mean work done by employees where the hours of work are regularly rotated in accordance with a shift roster covering a 24 hour per day operation over a 7 day week.

1.5.7 "Day Shift" shall mean any shift other than an Afternoon Shift or Night Shift.

1.5.8 "Day Work" shall mean work performed other than upon a Shift Work basis within the ordinary span of hours.

1.5.9 "Double Rates" shall mean one time in addition to the prescribed rate payable depending upon when the work is being performed.

1.5.10 "Early Work" shall mean ordinary work performed before 7.00 a.m. which does not qualify as a Night Shift as defined in clause 1.5.13.

1.5.11 "Late Work" shall mean ordinary work performed after 7.00 p.m. which does not qualify as either an afternoon or Night Shift as defined.

1.5.12 "Majority of Shift" means the major portion of ordinary hours worked in any shift where the starting and finishing times occur on different days.

1.5.13 "Night Shift" shall mean any shift finishing after midnight and at or before 8.00am or any shift commencing at or after midnight and before 5.30am.

1.5.14 "Paypoint" shall mean the specific rate of remuneration payable to employees within a Classification Level.

1.5.15 "Rostered Days Off" shall mean those days in each work cycle where an employee is not rostered for ordinary working hours:

Provided that this shall exclude accrued days off as defined.

1.5.16 "Shift Work" (other than Continuous Shift Work) shall mean 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.

1.5.17 "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of employees.

1.6 Area of operation

For the purposes of this Award, the divisions and districts into which the State is divided in relation to the payment of divisional parities and district allowances shall be as follows:

1.6.1 *Divisions:*

Northern Division - That portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of each 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.

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.

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

1.6.2 *Districts:*

(a) Northern Division -

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

Western District - The remainder of the Northern Division.

(b) Southern Division -

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

Western District - The remainder of the Southern Division.

1.7 Parties bound

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

1.8 Preservation of existing conditions

Any employee who at the time of making this Award was in receipt of greater rates of pay than prescribed by this Award or conditions than prescribed by this Award, shall have those pay rates and conditions continued by their employer:

Provided that no employee shall suffer any loss of pay or conditions simply as a result of the making of this Award.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.

2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.

2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedure

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

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

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

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

4.1 Employment categories

4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment. Employment categories are:

- (a) Full-time;
- (b) Part-time (as prescribed in clause 4.3); and
- (c) Casual (as prescribed in clause 4.4).

4.2 Full-time employment

Employees other than casual or part-time employees, shall be deemed to be full-time employees and entitled to all of the benefits provided by this Award.

4.3 Part-time employment

4.3.1 The spread of ordinary working hours shall be the same as those prescribed for a full-time employee under this Award.

4.3.2 A part-time employee shall be employed for not more than 38 ordinary hours per week with a minimum payment as for 3 hours on any one day when work is performed:

Provided that, where it is essential and agreed between the parties for a part-time employee to work beyond the daily approved part-time hours and where the total number of such daily hours worked is less than the ordinary full-time daily hours or not more than 38 hours per week, such additional hours shall be paid for at ordinary

rates. Such additional time shall be included in calculating *pro rata* leave entitlements.

4.3.3 A part-time employee shall be paid at the same hourly rate as a full-time employee for performing duties of the same Classification. A part-time employee shall also be entitled to any allowances applicable based *pro rata* on the number of hours worked in relation to the ordinary full-time hours applicable to the Award Classification provided that the following provisions apply in full:

Private vehicle allowance	Clause 5.4.2
On call allowance	Clause 5.4.4
Meal allowance	Clause 5.4.8

4.3.4 The public holiday provisions of clause 7.6 of this Award shall apply, provided that a part-time employee who usually works on a day of the week on which a public holiday falls, and who is not required to work on that day, shall be paid for the hours which would otherwise have been worked on that day.

4.3.5 Subject to the provisions contained herein, all other provisions of this Award applicable to a full-time employee shall apply *pro rata* to a part-time employee.

4.4 Casual employment

4.4.1 "Casual employee" means an employee other than a part-time employee as defined in clause 4.3, who is engaged as such an is paid on an hourly basis to work generally for less than the ordinary weekly working hours of a full-time employee.

4.4.2 A casual employee shall be paid 23% in addition to the ordinary Award rates of pay for the class of work upon which such employee is engaged. Each engagement shall stand alone, with a minimum payment as for 2 hours work made in respect to each engagement. Where applicable, a casual employee shall be further entitled to the provisions of overtime, Saturday penalty rates and payment for work performed on public holidays. In respect to Sundays, casual employees shall be remunerated at the rate of double time and shall not be entitled to an additional payment of the 23% casual loading.

4.4.3 A casual employee shall be further entitled to payment of any applicable Award allowances, based *pro rata* on the number of hours worked in relation to the ordinary hours of the Award classification provided that the following provisions apply in full:

Private vehicle allowance	Clause 5.4.2
On call allowance	Clause 5.4.4
Meal allowance	Clause 5.4.8

4.4.4 A casual employee may work up to a maximum of 38 hours per week, provided that a maximum of 8 hours may be worked in any one day or subject to an agreement between the employer and employee, 10 hours may be worked.

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, 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 their operation 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*;

- (b) an employee, employer or registered organization, 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

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

4.6.2 Termination by employer

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

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

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

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

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

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

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

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

4.6.3 Notice of termination by employee

The notice of termination required to be given by a full-time or part-time employee shall be one week.

If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to one week.

4.6.4 Time off during notice period

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

4.7 Introduction of changes

4.7.1 Employer's duty to notify

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.

- (b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job

tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

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

4.7.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.7.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

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

4.8 **Redundancy**

4.8.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.8.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.8.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.8.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.6.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.8.3 *Transmission of business*

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

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

- (b) In clause 4.8.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

4.8.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.8.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.8.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.8.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.8.6 *Severance pay*

- (a) 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 4.8.1(a), shall be entitled to the following amounts of severance pay:

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

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

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

4.8.7 *Superannuation benefits*

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

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and

- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

4.8.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.8.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

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

4.8.9 *Alternative employment*

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

4.8.10 *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 employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.8.11 *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 or task(s); or
- (c) to casual employees.

4.8.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.8 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
 - (i) a company and the entities it controls; or
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.8.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.8.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.8.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.8.14 Incapacity to pay

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

4.9 Continuity of service - transfer of calling

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

4.10 Trainees

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Definition of classifications

5.1.1 "Professional Development Year" shall mean a person who has been employed for less than 12 months as a Radiographer, Sonographer or Nuclear Medicine Technologist who has completed training and works under direct supervision.

5.1.2 "Radiographer", "Sonographer" and "Nuclear Medicine Technologist employees" Levels 1 to 4 shall mean:

- (a) Level 1 - A person employed at this level would be a Radiographer, Sonographer or Nuclear Medicine Technologist who has completed training and is performing routine procedures. Such employee may need on the job training in relation to some of the less frequently performed techniques. It is envisaged that when such employee commences at this level the employee will be under general instruction.
- (b) Level 2 - A person appointed to this level will be an experienced employee who would be required to work under only general directions from their supervisor and be capable of performing the more complex and difficult techniques and procedures.
- (c) Level 3 - A person appointed to this level will usually be in charge of a section of a large practice or in charge of a smaller practice. An employee at this level will usually have to undertake the supervision of radiographic procedures and assist in administrative functions and in planning the workload and throughput of the practice. The employee may receive direction from the Chief Radiographer, Chief Sonographer or Chief Nuclear Medicine Technologist (if one is appointed to that practice) or directly from the principal or principals of the practice.
- (d) Level 4 - This is the level of the most senior employee in the practice who will be responsible directly to the principals of the practice. In small practices there may be nobody appointed at this level. It is envisaged that there would only be one person appointed to this level in a middle to large practice.

5.1.3 "Imaging Support Worker" shall mean a person who is engaged to perform duties which may include the processing and developing of films, clerical work associated with the preparation and typing of reports and other such duties as directed. It is expected that this position may involve high levels of patient contact.

- (a) Level 1 - Upon Commencement
- (b) Level 2 - Upon completion of 3 months probationary period which has been satisfactorily completed.
- (c) Level 3 - Where the employee is required to perform independently and exercises initiative.

5.1.4 "Clinic Support Worker" shall mean a person who is principally engaged in the preparation of patients in the clinics awaiting medical procedures.

Indicative duties of this position may include recording of patient information, attending to the well-being of patients, setting up clinics for procedures, assisting patients in preparation for medical procedures and operation of VDU's for basic enquires.

- (a) Level 1 - Upon Commencement
- (b) Level 2 - Upon completion of 3 months probationary period which has been satisfactorily completed.
- (c) Level 3 - Where the employee is required to perform independently and exercises initiative.

5.2 Wage rates

5.2.1 Rates of Pay - Adults

Classification	Per Week \$
Radiographer, Sonographer or Nuclear Medicine Technologist	
Professional Development Year	819.40
Level 1 (1st Year of Service)	853.00
(2nd Year of Service)	886.50
(3rd Year of Service)	918.10
(4th Year of Service)	949.70
(5th Year of Service)	983.10
Level 2 (Radiographer, Sonographer or Nuclear Medicine Technologist)	1,021.80
Level 3 (Senior Radiographer, Senior Sonographer or Senior Nuclear Medicine Technologist)	1,142.80
Level 4 (Chief Radiographer, Chief Sonographer or Chief Nuclear Medicine Technologist)	1,207.80
Imaging Support Worker	
1st Year of Service	629.90
2nd Year of Service	638.30
3rd Year of Service	663.30
Clinic Support Worker	
Level 1	629.90
Level 2	638.30
Level 3	663.30

5.2.2 Junior rates:

Junior Rates:	Percentage of Appropriate Adult Rate
15 Years & Under 16 Years	45%
16 Years & Under 17 Years	50%
17 Years & Under 18 Years	55%
18 Years & Under 19 Years	65%
19 Years & Under 20 Years	75%
20 Years & Under 21 Years	85%
Thereafter at appropriate adult rates.	

5.2.3 Divisional and District Parities:

Employees employed outside the Eastern District of the Southern Division shall be paid the following amounts in addition to the rates of salaries/wages prescribed by clause 5.2 for employees employed within that District:

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

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the

Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

5.3 Movement within classification levels

5.3.1 Except in the case of an employee who is paid the prescribed basic salary/wage on attaining the age of 21 years or in the case of a promotion, or transfer and promotion from one Classification Level to another, an increase shall not be made to the salary/wage of any employee until:

- (a) In the case of a full time employee such employee has received such salary/wage for a period of 12 months;
- (b) In the case of a part-time employee such employee has received such salary/wage for the equivalent of 12 months full-time service.

5.4 Allowances

5.4.1 Uniforms

- (a) All uniforms which are required by the employer to be worn, and protective clothing, will be supplied by the employer in sufficient quantity.
- (b) Where such uniforms are laundered by the employer, the uniforms shall be laundered without charge to the employee. Where uniforms are not laundered by the employer, an allowance of \$2.81 per week shall be paid to the employee.

5.4.2 Private vehicle allowance

Where an employee is directed to use their own vehicle to travel in the course of their duties, they shall be paid an allowance of 52 cents per kilometre for such usage.

If the employee is directed to use their own vehicle where travelling will be in excess of 100km, the employer 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 5.1.

5.4.3 Living away from home allowance

Where an employee is required by the employer to temporarily work at a location more than 100 kilometres from the employees' regular place of employment or their home (whichever is the closer to the temporary place of employment) and who is required to reside within a reasonable distance of the temporary location, the following conditions shall apply:

- (a) all reasonable expenses incurred by an employee shall be reimbursed by the employer upon production of relevant receipts;
- (b) accommodation of a reasonable standard shall be arranged and paid for by the employer.
- (c) This allowance shall be in full recompense for all incidental expenses incurred, including meals, private telephone calls, laundry expenses, local transport and any other expenditure not usually incurred by the employee at their regular place of employment.

5.4.4 On call allowances

- (a) Where an employee is instructed to be available on call outside ordinary or rostered working hours, such employee shall be paid, in addition to their ordinary rate of pay an allowance based upon the hourly rate of the classification of Radiographer Level 1 Paypoint one in accordance with the following scale:
 - (i) Where the employee is on call throughout the whole of a rostered day off, an accumulated day off or a public holiday - 95% of the hourly rate in respect of such instances;
 - (ii) Where an employee is on call during the night only of a rostered day off, an accumulated day off or public holiday - 60% of the hourly rate per night; and
 - (iii) Where an employee is on call on any other night - 47.5% of the hourly rate per night.

For the purpose of calculating the hourly rate, the divisor shall be based upon a 38 hour week and calculated to the nearest 5 cents.

For the purposes of clause 5.4.4, a "night" shall be deemed to consist of those hours falling between 8.00p.m. and 7.00 a.m. or mainly between such hours.

5.4.5 *Recall*

- (a) Monday to Friday - In the event of an employee on call being recalled to perform duty, such employee shall be paid for the time worked, such time to be calculated as from home and back to home with a minimum payment of 2 hours at the prescribed overtime rate.
- (b) Saturday and Sunday and public holidays - An employee performing overtime work on recall on Saturday, Sunday or a public holiday may be paid for such overtime at the appropriate overtime rate with a minimum of 2 hours, in respect of overtime worked on a Saturday or Sunday and 4 hours in respect of overtime worked on a public holiday, or at the employee's option be granted time off at a mutually convenient time, equivalent to the number of hours worked. Such time to be calculated as from home and back to home:

Provided that an employee who works overtime on a public holiday and who is granted equivalent time off shall be paid at half the ordinary rate for the time so worked with a minimum of 4 hours:

Provided further that accrued time in lieu shall be taken in periods as mutually agreed between the employer and the employee.

- (c) Any subsequent call back within the respective period of 2 hours, shall not be regarded as a separate call out:

Provided that the employee will be responsible for the recording of such requests which will require subsequent verification by the employer.
- (d) Any overtime payable shall be in addition to the on call allowance.
- (e) Where an employee is recalled to perform work during an off duty period such employee shall be provided with transport to and from the employee's home, or be refunded the cost of such transport. (as per clause 5.4.2 to a maximum of \$15.00 for each such recall).
- (f) The provisions of Clause 6.3 shall apply when an employee has actually worked in excess of 2 hours on one or more call-outs.
- (g) Where practicable an employer shall not require an employee to be continuously available on call for a period in excess of 6 weeks.

An employee who is recalled to perform work after completing ordinary duty, or is recalled at least 2 hours prior to commencing ordinary duty shall be paid at overtime rates with a minimum payment of 2 hours.

5.4.6 *Broken shift allowance*

All employees engaged on shifts in which the ordinary hours of duty are subject to a break in continuity other than for the purposes of meal breaks and rest pauses shall be paid in addition to the ordinary rate of pay prescribed, an allowance of \$3.27 per shift for each shift so worked.

This provision will not be utilised to extend the working of broken shifts in circumstances where it is not occurring as at the date of operation of this Award unless by agreement between the employer and the relevant employees involved.

The minimum hours able to worked by split shifts shall be subject to clause 6.1.3

5.4.7 *Higher duties allowance*

An employee who temporarily fills a position for more than 3 days at a higher Classification Level within the same stream as determined by this Award, shall be paid extra remuneration of such Classification Level:

Provided that an employee who temporarily fills a position for more than 3 days at a higher Classification Level within a different stream as determined by this Award shall be paid extra remuneration either:

- (a) At the first Paypoint of the Classification Level of the position being temporarily filled; or
- (b) At the next highest Paypoint above their existing Paypoint, within the Classification Level of the position being temporarily filled, whichever is higher.

5.4.8 Meal allowance

- (a) An employee required to work for more than one and a half hours before the ordinary commencing time or more than one hour after the ordinary ceasing time shall be supplied with a meal of reasonable quality and quantity by the employer or shall be paid \$12.10 in lieu thereof and shall be allowed one half hour at the ordinary meal time for such meal without loss of pay:

Provided that an employee will be entitled to a further one half hour break and a meal of reasonable quality and quantity or a further meal allowance after the completion of every additional four hour's overtime worked.

Provided further than an employee who works afternoon or Night Shifts shall be entitled to a meal allowance or crib break after more than one hour's overtime.

- (b) An employee who works overtime on a rostered day off shall be entitled to \$12.10 meal allowance after each period of 4 hours continuous overtime in addition to any payment for overtime to which the employee is entitled, unless a meal of reasonable quality and quantity is provided by the employer.

5.5 Payment of wages

Salaries/Wages shall be paid weekly or fortnightly by electronic funds transfer. Payment other than by this method should be at the discretion of the employer and with prior consultation and agreement with employees to ensure that no employee is adversely affected by an alternate method of payment.

5.6 Superannuation

5.6.1 The superannuation provisions of this Award shall be determined in accordance with the *Superannuation Guarantee Charges Act 1991*.

5.6.2 The following approved funds shall be offered to employees:

- (a) HESTA
(b) Any other approved occupational scheme made available by the employer.

5.6.3 The *Superannuation Guarantee Charges Act 1991* provides for the following levels of contribution:

Year Percentage of Salary

2001/02	8%
2001/03	9%

5.6.4 The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.

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

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 on one of the following bases:

- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
(b) 76 hours within a work cycle not exceeding 14 consecutive days; or

(c) 114 hours within a work cycle not exceeding 21 consecutive days; or

(d) 152 hours within a work cycle not exceeding 28 consecutive days.

6.1.2 Except in the case of shift workers and subject to clause 6.1.1 hereof, the hours of duty of employees shall be worked on a Monday to Sunday basis:

Provided that where as at the date of operation of this Award provision exists for hours other than on a Monday to Sunday basis to apply, such provision shall continue to apply. Any extension of such arrangements may be worked as agreed upon between the employer and the majority of employees concerned:

Provided further that by agreement between the employer and the majority of employees concerned, such ordinary hours, may be worked over any 10 days in any 14 Day Work cycle.

6.1.3 The ordinary hours of work inclusive of meal times as the case may be shall be worked as follows:

(a) Day Work - between the hours of 7.00 a.m. and 8.00 p.m.

(b) Shift Work - worked between Monday and Sunday inclusive in accordance with a roster agreed upon between the employer, and the majority of employees involved.

(c) Notwithstanding the provisions of clause 6.1.3(b), a shift worker shall not perform more than 2 consecutive shifts.

6.1.4 Employees starting and finishing times including those occurring at the date of operation of this Award, may be altered to suit operational requirements, geographic, safety, climatic or traffic conditions by the employer with the agreement of the employee concerned. Any such altered starting and finishing time will not invoke any penalty payment that would not be payable if the Award spread of hours were observed.

6.1.5 Subject to the provisions of clause 6.1 the ordinary hours of shift workers shall be worked in accordance with a roster agreed upon between the employer and the majority of employees concerned.

Employees shall be notified 2 calendar weeks in advance of the roster cycle.

Changes within a roster shall be by agreement between the employer and the employee concerned, but failing agreement, 48 hours' notice of a change in roster shall be given or overtime payments shall be paid for the next shift. The 48 hour notice shall be waived if it is to cover an emergency situation beyond the control of the employer.

6.1.6 *Working of a 38 hour week*

(a) The 38 hour week shall be worked 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:

(i) By employees working less than 8 ordinary hours each day; or

(ii) By employees working less than 8 ordinary hours on one or more days each work cycle; or

(iii) By fixing one or more work days on which all employees will be off during a particular work cycle; or

(iv) By rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.

(b) The objective of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.1.

(c) Subject to the provisions of clause 6.1.6 (f), employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.

(d) The outcome of such consultation shall be recorded in writing.

(e) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour week is implemented or worked from time to time.

(f) After implementation of the 38 hour week, upon giving 4 days' notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following

negotiations between the employer and employees concerned, utilising the foregoing provisions of clause 6.1, including clause 6.1.6 (d).

- (g) Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in each location concerned.
- (h) The ordinary hours of work, excluding the meal breaks shall be a minimum of 7.6 in any one day and shall not exceed 10 hours per day:
- (i) Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.
- (j) The ordinary starting and finishing times of various groups of employees or individual employees may be staggered, provided that there is agreement between the employer and the majority of employees concerned.
- (k) Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks, to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.
- (l) Notwithstanding any other provision in clause 6.1, where the arrangement of ordinary hours of work provides for an Accrued Day Off, the employer and the majority of employees concerned, may agree to bank up to a maximum of 5 accrued days off. Where agreement has been reached, such accrued days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to bank accrued days off shall not be unreasonably withheld by either party.
- (m) Where, as at the date of termination of service, an employee has accumulated time towards an accrued day or days off in accordance with clause 6.1, such employee shall be paid for the time so accrued at the employee's ordinary rate of pay.

6.1.7 *Rostered days off*

Employees shall be allowed 2 whole consecutive Rostered Days Off in each week:

Provided, that in lieu of 2 whole days off in each week an employee may be allowed in each fortnightly period:

- (a) one day off in one week and 3 consecutive days off in the other week; or
- (b) 4 consecutive days off; or
- (c) 2 groups of 2 consecutive days off.

Provided further that 2 consecutive days off, one at the end of one week and one at the beginning of the following week may be counted as meeting the requirements of clause 6.1.7.

Notwithstanding the above provisions, employees regularly rostered to work shifts in excess of 8 hours shall be entitled to such number of rest days in any one week according to the specific shift arrangements.

6.2 Breaks

6.2.1 *Meal breaks*

All employees whether day workers or shift workers, shall be allowed not less than 30 minutes for a meal break between the third and the sixth hours of duty if rostered on to work for 6 hours or more.

The hours of duty of shift workers shall be inclusive of meal times such to be taken so as not to interfere with operational requirements and no deduction shall be made from the employees wages.

6.2.2 *Rest pauses*

Every employee shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of the working day. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary:

Provided that the employer may determine that the rest pauses may be combined into one 20 minute rest pause, to be taken in the first part of the ordinary working day:

Provided further that where an employee is engaged for 6 or less hours, such employee shall only be entitled to one rest pause.

6.3 Overtime

- 6.3.1 Overtime, that is authorised time worked outside the ordinary starting and ceasing times or in excess of the ordinary hours of duty shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter:

Provided that shift workers, whose hours of work are regularly rotated in accordance with a shift roster covering 2 or more shifts per day shall be paid for overtime at the rate of double time.

- 6.3.2 All overtime worked on a Sunday shall be paid for at the rate of double time except where Sunday is the first or third rostered day off.
- 6.3.3 A minimum payment of 2 hours work shall apply to all overtime worked on a Saturday or a Sunday:

Provided that such minimum payment shall not apply where such overtime is performed immediately preceding and/or following an ordinary rostered shift.

- 6.3.4 An employee, other than a shift worker, directed to work overtime on the first and/or third day of such employee's Rostered Days Off during a work cycle shall be paid at the rate of time and a-half for the first 3 hours and double time thereafter with a minimum of 2 hours' work or payment thereof;

An employee, other than a shift worker, directed to work overtime on the second and/or fourth day of such employee's Rostered Days Off during a work cycle shall be paid at the rate of double time, with a minimum of 2 hours' work or payment thereof.

- 6.3.5 An employee directed to work overtime on such employee's Accrued Day Off shall be paid for such work at the rate of time and a-half for the first 3 hours and double time thereafter with a minimum of 2 hours' work or payment thereof.
- 6.3.6 Where an employee is directed to work during an unpaid meal break, and where the meal break is unable to be rescheduled within the span of hours provided for in clause 6.2.1 the employee concerned shall be paid for the time so worked at the prescribed overtime rate with a minimum payment as for one-half hour worked:

Provided that where, as at the date of operation of this Award, an employee was entitled to payment at the rate of double time for time worked during a meal break, then such payment shall continue to apply.

- 6.3.7 Overtime shall be calculated to the nearest quarter of an hour in the total amount of time in respect to which overtime is claimed by an employee.
- 6.3.8 An employee, other than a continuous shift worker who performs overtime work on a Saturday, Sunday or public holiday, shall at the employee's option be granted time off at a mutually convenient time equivalent to the number of hours worked in lieu of monetary compensation for such overtime:

Provided that overtime taken on a time in lieu basis shall be taken in periods mutually agreed between the employer and the employee:

Provided further that an employee who works overtime on recall on a public holiday and who is granted equivalent time off shall be paid at the equivalent rate to the hours worked with a minimum payment of 4 hours.

6.4 Afternoon and night shift loadings

- 6.4.1 Employees working afternoon hours, within the hours of 8.00pm to 12.00am shall be paid an allowance of 20% for the ordinary hours worked between such times.
- 6.4.2 Employees working night hours, within the hours of 12.00am to 7.00am shall be paid an allowance of 25% for the ordinary hours worked between such times:

Provided that this allowance shall not apply to work performed between midnight Friday and midnight Sunday or public holidays.

6.5 Weekend work

All ordinary time worked between midnight Friday and midnight Saturday shall be paid for at 1.5 times the ordinary rate and between midnight Saturday and midnight Sunday shall be paid for at double time:

Provided that such Sunday penalty shall include the casual loading paid to casual employees.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Every employee (other than a casual employee) shall at the end of each year of their employment be entitled to annual leave on full pay as follows:

- (a) Every employee (other than a casual employee) shall at the end of each year of such employee's employment be entitled to annual leave on full pay for 152 hours.
- (b) Where work is performed on a Continuous Shift Work basis over a period of 7 days per week and the employees engaged in such work perform their duties in the varying shifts allocated in rotation by the officer duly authorised in that regard, every employee so engaged in Shift Work who has completed a full year of employment shall be allowed additional annual leave at the rate of one week per year in respect of the period during which such shifts have been worked by the employee.
- (c) By mutual agreement between the employer and the Union, employees engaged in the same calling, within a facility may choose to be allowed an additional one week's leave in lieu of extra payment for work performed upon those holidays, with the exception of Easter Saturday, as prescribed in clause 7.6.1:

Provided that the granting of the additional week's leave as prescribed in clause 7.1.1(c) shall be dependent upon the individual employees having completed a full year of employment and having actually worked ordinary rostered hours upon any of the aforementioned public holidays.

Nothing in clause 7.1.1(c) shall, as from the date of operation of this Award or from any subsequent date be construed so as to alter any employee's entitlement to annual leave as prescribed herein unless prior agreement is reached between the employer and the Union.

7.1.2 Any period of annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave unless such public holiday is prescribed in clause 7.6 and an employee receives the additional annual leave as prescribed in clause 7.1.1(c).

Subject to clause 7.1.3 annual leave must be paid for by the employer in advance:

- (a) in the case of any and every employee in receipt immediately prior to that leave of ordinary wages at a rate in excess of the ordinary wages payable under clause 5.2, at that excess rate; and
- (b) in every other case, at the ordinary time rate of pay payable to the employee concerned immediately prior to that leave.

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of 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 7.1.5, for the untaken leave and also their ordinary time rate of pay for any public holidays occurring during such period.

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 7.1.5:

Provided that where an employee is entitled to additional leave as prescribed in clauses 7.1.1(b) and/or 7.1.1(c), such additional annual leave shall be included in calculating the monetary *pro rata* equivalent.

7.1.5 Calculation of annual leave pay

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

- (a) Shift workers - Subject to clause 7.1.5(c), the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.
- (b) Leading hands etc. - Subject to clause 7.1.5(c), leading hand allowances otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (c) All employees - Subject to the provisions of clause 7.1.5(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:

- (i) the employee's ordinary wage rate as prescribed in clause 5.2 for the period of the annual leave (excluding shift premiums and weekend penalty rates);
- (ii) leading hand allowance prescribed in clause 5.2;
- (iii) a further amount calculated at the rate of 17 1/2% of the amounts referred to in clauses 7.1.5(c)(i) and 7.1.5(c)(ii).

(d) Clause 7.1.5(c) does not apply to:

(i) any period or periods of annual leave:

- exceeding 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
- exceeding 4 weeks in any other case; or

(ii) employers who are already paying an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.6 All employees shall take their annual leave when it becomes due, however, an employer and employee may agree as to the time when and the manner in which the employees annual leave is to be given and taken.

Unless an employer and employee otherwise agree, an employer may give an employee notice, which must be of at least 14 days, of the date on and from which the employee's annual leave is to be taken, and the employee is to comply with such notice.

7.1.7 Except as provided in clause 7.1.4, it is not lawful for the employer to give, or for the employee to receive, payment in lieu of annual leave.

7.1.8 Should an employee not take leave in any year, such leave shall be granted to the employee in the following year in addition to leave for that year but the total accumulated leave shall not exceed 2 years' accrued entitlement.

7.2 Sick leave

7.2.1 Entitlement

(a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 76 hours' sick leave for each completed year of their employment with their employer:

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

(b) This entitlement will accrue at the rate of 7.6 hours' sick leave for each 6 weeks of employment up to a maximum of 76 hours per year.

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

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

(e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

7.2.2 Employee must give notice

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

7.2.3 Evidence supporting a claim

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

7.2.4 Accumulated sick leave

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

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

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

7.2.5 *Workers' compensation*

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

7.3 Bereavement leave

7.3.1 *Full-time and part-time employees*

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

7.3.2 *Long-term casual employees*

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

7.3.3 "Immediate family" includes:

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

7.3.4 *Unpaid leave*

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

7.4 Long service leave

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

7.5 Family leave

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

7.5.1 It is to be noted that:

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

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

- (a) Maternity Leave
- (b) Parental Leave

(c) Adoption Leave

(d) Special responsibility leave for the care and support of the employee's immediate family or household.

7.6 Public holidays

7.6.1 All work done by any employee on:

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

shall be paid for at the rate of double time and a-half with a minimum of 4 hours for employees who have elected not to accrue the additional week's leave in accordance with clause 7.1.1(c) and at the rate of time and a-half with a minimum of 4 hours for those employees who have elected to accrue the additional week's leave in accordance with the aforementioned provision.

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

7.6.2 Labour Day

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

7.6.3 Annual show

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

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

7.6.4 Where an employee who is not in receipt of the additional weeks' leave as prescribed in clause 7.1.1(c) (other than a casual employee) is rostered off on any of the public holidays as prescribed herein, such employee shall be paid an additional days wage, or shall be granted a days holiday in lieu at a time to be mutually arranged between the employer and the employee concerned, or an extra day shall be added to annual leave, for each such day on which such employee is rostered off:

Provided that in respect to Easter Saturday, the aforementioned provisions shall not apply to employees who are not ordinarily required to work on weekends.

7.6.5 Where an employee who is in receipt of the additional week's leave as prescribed in clause 7.1.1(c) (other than a casual employee) is rostered off on Easter Saturday, Show Day or Labour Day, such employee shall be paid an additional days wage, or shall be granted a days holiday in lieu at a time to be mutually arranged between the employer and the employee concerned, or an extra day shall be added to recreation leave, for each such day on which such employee is rostered off:

Provided that in respect to Easter Saturday, the aforementioned provisions shall not apply to employees who are not ordinarily required to work on weekends.

7.6.6 All time worked on any of the aforesaid holidays outside an employee's ordinary starting or ceasing time on such day shall be paid for at double the rate prescribed by the Award for such time when worked outside the ordinary starting and finishing times on an ordinary day.

7.6.7 Casual employees required to work on public holidays shall be paid at the rate of double time and a-half for all

time worked with a minimum of 4 hours' pay, calculated on the ordinary hourly rate, not the casual hourly rate.

7.6.8 *Double time and a-half*

For the purposes of clause 7.6 "double time and a-half" means one and a-half day's wages in addition to the employee's ordinary time rate of pay or *pro rata* if there is more or less than a day.

7.6.9 Where a public holiday as prescribed by clause 7.6 falls upon a Saturday or Sunday and an employee as part of the employee's ordinary rostered hours is required to work upon such day, calculations of payment shall be made upon the Majority of Shift basis where the starting and finishing times of such ordinary hours occur on different days.

7.6.10 Where an employee is required to work on a public holiday, they may, by mutual agreement, substitute payment for another day off.

7.6.11 *Employees other than casuals who do not work Monday to Friday of each week*

In the case of employees who do not work Monday to Friday of each week they shall be entitled to public holidays as follows:

- (a) A full-time employee shall be entitled to either payment for each of the abovementioned public holidays or a substituted days leave.
- (b) A part-time employee shall be entitled to either payment for each of the abovementioned public holidays or a substituted days leave provided that that part-time employee would have been ordinarily rostered to work that day had it not been a public holiday.
- (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day shall be entitled to payment for the public holiday or a substituted day's leave.
- (d) Where Christmas Day falls on a Saturday or Sunday and the public holiday is observed on another day an employee required to work on Christmas Day shall be paid at the rate of double time in the case of work performed on a Saturday and double time and a-half in the case of work performed on a Sunday.
- (e) Nothing in clause 7.6 confers a right to any employee to payment for the public holiday as well as a substituted day in lieu of a public holiday.

7.7 **Jury service**

A full-time employee or part-time employee required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of their ordinary time as contained in clause 5.2, if they would have worked had they not been on jury service.

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

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

NOTE: No provisions inserted in this Award relevant to this Part.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

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

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

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

10.1 Breakages

Except in the case of proven wilful misconduct, the employer shall not charge a sum against, or deduct any amount from, the wages of an employee in respect of breakages of crockery or other utensils.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 *Authorised industrial officer*

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

11.1.2 *Entry procedure*

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

11.1.3 *Inspection of records*

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

11.1.4 *Discussions with employees*

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

- (a) matters under the Act during working or non-working time; and

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Award posting

A true copy of this Award shall be exhibited in a conspicuous and convenient place on the premises of the employer so as to be easily read by employees.

11.4 Roster posting

The employer shall, by legible notice displayed at some place accessible to the employees, notify the hour of commencing and ceasing work. Such hours once notified, shall not be changed (except by a week's notice), or by 24 hours notice or by mutual consent.

11.5 Union encouragement

Clause 11.5 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the

Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

11.5.1 Documentation to be provided by employer

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

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

11.5.2 Union delegates

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

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

11.5.3 Deduction of union fees

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

Dated 4 December 2002.

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

Operative Date: 4 February 2003