

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - ss. 140G and 140GC - Variation of modern award
ss. 140G(3)(a) and 140GC(2)(a) - Commission acting on its own initiative

MISCELLANEOUS ADMINISTRATIVE EMPLOYEES AWARD - STATE 2016

Matter No. MA/2016/27

DEPUTY PRESIDENT O'CONNOR
DEPUTY PRESIDENT SWAN
INDUSTRIAL COMMISSIONER THOMPSON

5 December 2016

DETERMINATION

This matter coming on for hearing before the Commission at Brisbane on 5 December 2016 this Commission orders that the said Award be varied as follows as from 5 December 2016:

1. By deleting the heading of Part 1 in both the Table of Contents and the Award itself and inserting in lieu thereof:

PART 1 - Title and Operation

2. By deleting clause 1 and inserting the following in lieu thereof:

1. Title

This Award is known as the *Miscellaneous Administrative Employees Award - State 2016*.

3. In clause 3:

- (a) By deleting the definition of "commission" and inserting the following in lieu thereof:

Commission means the Queensland Industrial Relations Commission

- (b) By deleting the definition of "union" and inserting the following in lieu thereof:

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

4. By deleting clause 4.1(a)(ii) and inserting the following in lieu thereof:

- (ii) covered by any other award of the Commission as an employee of an entity expressly covered by that other award, and,

5. By deleting clauses 4.4(a) and (b) and inserting the following in lieu thereof:

- (a) As an alternative to being subject to all Award clauses an employee remunerated in excess of the highest award level prescribed in this Award may mutually agree in writing with their employer not to be bound by the conditions of this Award, except for:

- clause 7 - dispute resolution

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- clause 9 - termination of employment
- clause 11 - consultation
- clause 14 - superannuation
- clause 19 - annual leave
- clause 20 - personal leave
- clause 21 - parental leave
- clause 22 - long service leave
- clause 27 - union encouragement.

(b) A copy of the signed terms of the agreement will be supplied to the employee.

6. By deleting clause 5 and inserting the following in lieu thereof:

5. The Queensland Employment Standards and this Award

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

7. By deleting clause 6.1(c) and inserting the following in lieu thereof:

(c) 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.

8. By deleting clauses 6.2 and inserting the following in lieu thereof:

6.2 Procedures to implement facilitative award provisions

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

- (a) Facilitative award provisions can be negotiated between management and employees who are directly affected by such proposals or between management and the union depending on the particular award provisions.
- (b) Employees may be represented by their local union delegate/s and shall have the right to be represented by their local union official/s.
- (c) Facilitative award provisions can only be implemented by agreement.
- (d) In determining the outcome from facilitative provisions neither party should unreasonably withhold agreement.
- (e) Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the union depending upon the particular award provisions.
- (f) Where a provision refers to agreement by the majority of employees affected, all employees directly affected shall be consulted. This consultation shall be undertaken where practicable as a group, or in groups. Should the consultation process identify employees with specific concerns

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which relate to either equity or occupational health and safety issues, such concerns may be catered for on an individual basis subject to operational requirements.

- (g) Any agreement reached must be documented and shall incorporate a review period.
- (h) Where the agreement relates to either the working of ordinary hours on other than a Monday to Friday basis, the introduction of shift work or a change to the shift roster, the relevant union/s are to be notified in writing at least one week in advance of agreement being sought.

9. By deleting the heading of clause 7.1 and inserting the following in lieu thereof:

7.1 Prevention and settlement of disputes - Award matters

10. In clause 7.1:

(a) By deleting clause 7.1(d)(ii) and inserting the following in lieu thereof:

- (ii) if the matter is not resolved as per clause 7.1(d)(i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;

(b) By deleting clause 7.1(d)(iv) and inserting the following in lieu thereof:

- (iv) if the matter is not resolved then it may be referred by either party to the Commission.

(c) By deleting clause 7.1(e) and inserting the following in lieu thereof:

- (e) Nothing contained in this procedure shall prevent a union or the employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

11. By deleting the heading of clause 7.2 and inserting the following in lieu thereof:

7.2 Employee grievance procedures - other than Award matters

12. In clause 7.2:

(a) By deleting clause 7.2(a) and inserting the following in lieu thereof:

- (a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.

(b) By deleting clause 7.2(b) and inserting the following in lieu thereof:

(b) The following procedure applies to all industrial matters within the meaning of the Act:

Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to solve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.

Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's union representative during the course of Stage 2.

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Stage 3: If the grievance is still unresolved, the manager will advise the chief executive and the aggrieved employee may submit the matter in writing to the chief executive if such employee wishes to pursue the matter further. If desired by either party, the matter shall also be notified to the relevant union.

- (c) By deleting clause 7.2(c)(i) and inserting the following in lieu thereof:
 - (i) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
- (d) By deleting clause 7.2(g) and inserting the following in lieu thereof:
 - (g) If the grievance is not settled the matter may be referred to the Commission by the employee or the union.

13. By deleting clause 8.2(b) and inserting the following in lieu thereof:

- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/76th of the minimum fortnightly rate of pay for their classification.

14. By deleting clause 8.3(a)(ii) and inserting the following in lieu thereof:

- (ii) A casual employee cannot be employed to work more ordinary hours than are worked by an equivalent full-time employee each week or fortnight, as the case may be.

15. By deleting clause 8.3(c) and inserting the following in lieu thereof:

- (c) For each ordinary hour worked a casual employee will be paid no less than 1/76th of the minimum fortnightly rate of pay for their classification plus a casual loading of 23%.

16. By deleting clause 9 and inserting the following in lieu thereof:

9. Termination of employment

9.1 Notice of termination by the employer

Notice of termination by the employer is provided for in Division 9 of the QES. Clauses 9.2 to 9.5 supplement the QES provisions.

9.2 Notice of termination by an employee

Unless otherwise agreed between the employer and an employee the notice of termination required by an employee, other than a casual employee, shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of salary for the period of notice not provided.

9.3 Notice cannot be offset

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

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9.4 Job search entitlement

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

9.5 Statement of employment

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

17. By deleting the Note where it appears under clause 10.1.
18. By deleting clause 10.2 and inserting the following in lieu thereof:

10.2 Consultation before termination

- (a) Where the employer decides that the employer no longer wishes the job an employee/s has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee/s directly affected and, where relevant, their union/s.
 - (b) The consultation shall take place as soon as it is practicable after the employer has made a decision which will invoke the provisions of clause 10.2(a) and shall cover the reasons for the proposed terminations and measures to avoid or minimise the terminations and/or their adverse effects on the employee/s concerned.
 - (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employee/s concerned and, where relevant, their union/s, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out.
 - (d) Notwithstanding the provision of clause 10.2(c), the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.
19. By deleting the heading of clause 10.4 and inserting the following in lieu thereof:

10.4 Employee leaving during notice period

20. By deleting clause 10.6(a) and inserting the following in lieu thereof:
 - (a) Where a business is, whether before or after the date of commencement of this Award, transmitted from the employer (transmittor) to another employer (transmittee) and an employee who at the time of such transmission was an employee of the transmittor of the business becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.

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21. By deleting clause 10.7(a) and inserting the following in lieu thereof:
- (a) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or

22. By deleting clause 10.8 and inserting the following in lieu thereof:

10.8 Alternative employment

The 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.

23. By deleting clause 10.9 and inserting the following in lieu thereof:

10.9 Employees exempted

Clauses 10.1 to 10.8 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
 - (b) to an employee engaged for a specific period or task/s; or
 - (c) to a casual employee; or
 - (d) to an employee with less than one year's continuous service, in which case the general obligation on the employer should be no more than to give the relevant employee an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employee of suitable alternative employment.
24. By deleting clauses 11.1(a) and (b) and inserting the following in lieu thereof:
- (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.

25. By deleting clause 11.2 and inserting the following in lieu thereof:

11.2 Employer's duty to consult over change

- (a) The employer shall consult the employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 11.1
- (c) For the purpose of such consultation the employer shall provide in writing to the employees

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concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.

- (d) Notwithstanding the provision of clause 11.2(c), the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

26. By deleting the heading of Part 4 in both the Table of Contents and the Award itself and inserting in lieu thereof:

PART 4 - Minimum Salary Levels, Allowances and Related Matters

27. By inserting a Note immediately below the heading for Part 4 as follows:

(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 (Supported Wage System) apply.)

28. By deleting the introductory sentence in clause 12.2(a) and inserting the following in lieu thereof:

- (a) The minimum salaries payable to adult employees covered by this Award are prescribed in the table below:

29. By deleting clause 12.2(c) and inserting the following in lieu thereof:

- (c) An employee may progress to a higher classification level in accordance with clause 12.2(b) without having progressed through all paypoints within a lesser level.

30. By deleting clause 13.2 and inserting the following in lieu thereof:

13.2 First-aid allowance

An employee holding a certificate in first-aid issued by the Queensland Ambulance Service or equivalent qualification who is appointed in writing by a chief executive as a first-aid attendant/officer shall be paid an additional \$29.40 per fortnight which shall be treated as part of the employee's ordinary fortnightly salary for the purposes of annual leave (but not loading on leave), sick leave, long service leave and all other paid leave.

31. By deleting clause 13.3 and inserting the following in lieu thereof:

13.3 Motor vehicle or bicycle allowance

- (a) Where the employer requires an employee to use their own vehicle in or in connection with the performance of their duties, the employee shall be paid an allowance for each kilometre of authorised travel as follows:

(i) motor vehicle - \$0.77 per kilometre; and

(ii) motorcycle - \$0.26 per kilometre.

- (b) The employer may require an employee to record full details of all such official travel requirements in a log book.

- (c) Where the employer requires an employee to use their own bicycle in or in connection with the performance of their duties, such employee will be paid an allowance of \$3.45 per week.

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32. By deleting clause 13.5 and inserting the following in lieu thereof:

13.5 Adjustment of monetary allowances

- (a) The monetary allowances prescribed in clauses 13.2 (first-aid allowance) and 13.3(c) bicycle allowance shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.3(a) (motor vehicle allowance) and 13.4 (overtime meal allowances), respectively, shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

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

33. By deleting clause 14 and inserting the following in lieu thereof:

14. Superannuation

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

34. By deleting clauses 15.1(e)(i) and (ii) and inserting the following in lieu thereof:

- (e) (i) Where the arrangement of ordinary hours of work provides for a rostered day off, the employer and an individual employee and/or the majority of employees concerned may agree to accrue up to a maximum of 10 rostered days off. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
- (ii) Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which each rostered day off was accrued.

35. By deleting clause 15.3(b) and inserting the following in lieu thereof:

- (b) Saturday - time and one-quarter (except casuals who shall be paid at their usual casual hourly rate); and

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36. By deleting clause 16(a)(ii) and inserting the following in lieu thereof:
- (ii) In the absence of a mutual agreement to the contrary, no employee shall be required to work more than 6 hours without a meal break.
37. By deleting the words "one half" in clauses 18.1(a) and (b) and wherever they appear in the Award thereafter, and replace them with the term "one-half".
38. By deleting clause 21(c) and inserting the following in lieu thereof:
- (c) An employee who is pregnant, during the term of her pregnancy until 6 weeks before the expected date of birth of her child or lesser period as approved by the employer, may request to work part-time or other flexible work arrangements.
39. By deleting clauses 23.1(a) to (c) and inserting the following in lieu thereof:
- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
 - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
 - (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
 - (b) An employee (including a casual employee) who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 18.1.
 - (c) An employee (including a casual employee) who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
40. By deleting clause 23.2(a) and inserting the following in lieu thereof:
- (a) Subject to statutory limitations (such as the time work may not be performed on Anzac Day) where there is agreement between the chief executive and an employee or employees, another ordinary working day may be substituted for a public holiday.
41. By deleting clause 25 and inserting the following in lieu thereof:

25. Travelling and relieving expenses

An employee who is required to:

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

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

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42. By deleting clause 26(c) and inserting the following in lieu thereof:
- (c) A consultative mechanism and procedures involving representatives of the employer, employees and relevant unions shall be established as determined by the chief executive, having regard to the size, structure and needs of that agency.
43. By deleting clauses 29(d) and inserting the following in lieu thereof:
- (d) Upon request and subject to approval by the employer, employees may be granted paid time off in special circumstances to attend management committee meetings, union conferences, and Australian Council of Trade Unions (ACTU) Congress.
44. By deleting Schedule 1 and inserting the following in lieu thereof:

Schedule 1 - Generic Level Statements

Classification criteria

The generic level statements in this schedule are guidelines to determine the appropriate classification level under this Award and consist of characteristics and typical duties/skills.

The characteristics are the principal or primary guide to classification as they are designed to indicate the level of basic knowledge, a comprehension of issues, problems and procedures required and the level of responsibility/accountability of the position. The totality of the characteristics must be read as a whole to obtain a clear understanding of the essential features of any particular level and the competency required.

The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended within the particular level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own. Employees at any particular level may perform/utilise one such duty/skill, or many of them, depending on the particular work allocated.

The key issue to be looked at in properly classifying an employee is the level of initiative, responsibility/accountability, competency and skill that the employee is required to exercise in the work performed within the parameters of the characteristics and not the duties performed per se. It will be noted that some typical indicative duties/skills appear at only one level, whereas others appear in more than one level with little apparent differentiation.

However, when assigning a classification to an employee, or when reclassifying an employee, this needs to be done by reference to the specific characteristics of the level. For example, whilst shorthand is first specifically mentioned in Level 2 (100 wpm) in terms of typical duties/skills, it does not mean that as soon as an employee performs any shorthand that they automatically become Level 2. They would achieve a Level 2 classification when they have achieved the level of initiative, responsibility/accountability, skill and competency envisaged by the characteristics.

Level 1 in this structure is to be viewed as the level at which employees learn and gain competency in the basic clerical skills required by the employer, which in many cases, would lead to progress through the classification structure as their competency and skills are increased and utilised.

In the event that there is a claim for reclassification by an employee to a higher level under this structure on the ground that the employee's duties and responsibilities are reflected within the classification criteria for that level, the prevention and settlement of disputes procedure in clause 7.1 shall be followed.

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Level 1

Work level description

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows.

Characteristics of the work

Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions. Later, work is likely to be performed under routine supervision with intermittent checking.

Such employees perform routine clerical and office functions requiring an understanding of clear, straight forward rules or procedures. Problems can usually be solved by reference to established practices, procedures and instructions.

Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification.

Typical duties/skills

Indicative typical duties and skills of this level may include:

- directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and greeting of visitors e.g. reception, switchboard.
- telephonists involved in the manipulation of communication apparatus, including computerised keyboard/switchboard/call centre.
- maintenance of basic manual and/or computerised records.
- scanning documents and filing electronic documents and emails in a document management system.
- uploading documents to the intranet or internet.
- filing, recording, matching, checking and batching of accounts, records, invoices, orders, store requisitions etc.
- handling, recording or distributing mail including messenger service.
- simple stock control functions (e.g. seeing that the office or department has adequate supplies of stationery, standard printed forms, tea room amenities etc.) within clearly established parameters.
- data entry, typing and audio typing. The routine operation of a range of equipment including scanners, adding machines, calculators, cash registers, facsimile machines, photocopiers, guillotines, franking machines, switchboard, computerised radio/telephone equipment, or any other equipment to facilitate communications, paging systems, telephone/intercom systems, telephone answering machines.
- the basic use of keyboard operated equipment including desktop computers and laptops, tablets and printers.

Level 2

Work level description

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows.

Determination

Characteristics

This level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under limited supervision.

Employees at this level are responsible and accountable for their own work, with checking related to overall progress. In some situations detailed instructions may be necessary. Employees are required to exercise judgement and initiative within a broad range of their skills and knowledge.

The work of these employees may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.

Typical duties/skills

Indicative typical duties and skills at this level may include:

- reception/switchboard/call centre duties as in Level 1 and in addition, responding to enquiries, where presentation and the use of interpersonal skills together with the acquisition of sound knowledge of the organisation's operations and services are a key aspect of the position, e.g. reception/switchboard.
- specialised operations of computerised telephone/switchboard equipment, desktop computer and laptop.
- word processing e.g. the use of a word processing software package to create, format, edit correct, print and save text documents.
- stenographer/person solely employed to take shorthand at 100 words per minute and to transcribe by means of appropriate keyboard equipment at 98% accuracy.
- data entry, typing and audio typing at 65 words per minute at 98% accuracy.
- maintenance of electronic and hard-copy documents, emails, correspondence and publications, including initial processing and recording relating to the following:
 - reconciliation of accounts balance
 - incoming/outgoing cheques
 - invoices
 - debit/credit items
 - payroll data
 - petty cash imprest system
 - letters etc.
- secretarial - performing a broad range of clerical functions within this level.
- update calendars for specific individuals, groups or purposes (e.g. out of office calendar, training calendar, project team calendar) including booking meetings, rooms and resources.
- computer applications involving clerical skills at this level, which may include one or more of the following functions:
 - maintain and update document management systems
 - create a data base/files/records
 - spreadsheet/worksheet
 - graphics
 - accounting/payroll file following standard procedures and using existing models/fields of information.

Level 3**Work level description**

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

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Characteristics

Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work.

Work is likely to be without supervision with general guidance on progress and outcomes sought and involves the application of knowledge with depth in some areas and a broad range of skills. Initiative, discretion and judgement are required in carrying out assigned duties.

Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Level 1 and 2 and would be able to train such employees by means of personal instruction and demonstration.

Typical duties/skills

Indicative typical duties and skills in this level may include:

- prepare cash payment summaries, banking report and bank statements, calculate and maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger etc. at a higher level than at Level 2.
- provide detailed advice and information on the organisation's products and services; respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills.
- secretarial - performing a broad range of clerical functions at a higher level than at Level 2.
- apply computer software packages utilizing clerical skills at a higher level than at Level 2.

Level 4

Work level description

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Characteristics:

Employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give independent advice and/or information to the organisation and clients in relation to specific areas of their responsibility.

Whilst not a pre-requisite a feature of this level is responsibility for supervision of employees in lower levels in terms of co-ordinating work flow, checking progress and resolving problems.

Judgement is required in planning and selecting appropriate equipment, services, techniques and work organisation for self and others.

They exercise initiative, discretion and judgement regularly in the performance of their duties. They are able to train employees in Levels 1-3 by personal instruction and demonstration.

Typical duties/skills

Indicative typical duties and skills in this level may include:

- secretarial/executive services - performing a broad range of clerical functions at a level higher than at Level 3, which may include the following:

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- maintain executive diary; attend executive/organisational meetings and take minutes; establish and/or maintain current working and personal filing systems for executive; answer executive correspondence from verbal or handwritten instructions.
- responsibility for the preparation of financial/tax schedules; calculation of costings and/or wage and salary requirements; completion of personnel/payroll data for authorisation; reconciliation of accounts to balance.
- advise on/provide information on one or more of the following:
 - employment conditions;
 - workers compensation procedures and regulations;
 - superannuation entitlements, procedures and regulations.
- apply computer software packages utilizing clerical skills at a level higher than at Level 3.

Level 5

Work level description

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Characteristics

Employees at this level are subject to broad guidance or direction and would report to more senior staff as required.

Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to independently advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field/s of their expertise.

They are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, in terms of, inter alia, scheduling workloads, resolving operations problems, monitoring the quality of work produced as well as counselling staff for performance as well as work related matters.

They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They often exercise initiative, discretion and judgement in the performance of their duties.

The possession of relevant post secondary qualifications may be appropriate but not essential.

Typical duties/skills

Indicative typical duties and skills in this level may include:

- operates and is responsible for a complex and diverse payroll system.
- apply detailed knowledge of organisation's objectives, performance, projected areas of growth, product trends and general industry conditions for the purposes of assisting in developing policy or new products and services to meet changing market needs or other circumstances.
- application of computer software packages including evaluating and determining optimum software solutions or the integration of complex word processing/data/graphics text.
- prepare internal reports for management in any or all of the following areas:
 - account/financial
 - staffing
 - legislative requirements
 - other significant company activities/operations.

Determination

- finalise quotations or costings by applying a detailed knowledge of variable inputs, margins, market conditions, supply and delivery arrangements.
- executive secretary/executive assistant who performs a broad range of executive support functions with minimal direction or supervision.

45. By deleting Schedule 2 - Supported Wage System and inserting the following in lieu thereof:

Schedule 2 - Supported Wage System

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

Definitions - In this Schedule:

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

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

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

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

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

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

Eligibility criteria

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

Supported wage rates

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

| Assessed capacity (see below) | Relevant minimum wage* |
|-------------------------------|------------------------|
| 10% | 10% |
| 20% | 20% |

Determination

| | |
|-----|-----|
| 30% | 30% |
| 40% | 40% |
| 50% | 50% |
| 60% | 60% |
| 70% | 70% |
| 80% | 80% |
| 90% | 90% |

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

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

Assessment of capacity

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

Review of assessment

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

Other terms and conditions of employment

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

Workplace adjustment

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

Trial period

- (a) In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (b) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- (c) The minimum amount payable to the employee during the trial period must be no less than the amount recorded in the Note under the Table (above).

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- (d) Work trials should include induction or training as appropriate to the job being trialled.
- (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment (see **Assessment of capacity** - above).

Dated: 5 December 2016

By the Commission,
M. Shelley,
Deputy Industrial Registrar.

Operative Date: 5 December 2016
Determination - Correction of error

Released: 5 December 2016