

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**PATHOLOGY (PRIVATE PRACTICES) AWARD - STATE 2003**

Pursuant to s. 698 of the *Industrial Relations Act 1999* Pathology (Private Practices) Award - State 2003 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Pathology (Private Practices) Award - State 2003 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill  
Industrial Registrar

**PATHOLOGY (PRIVATE PRACTICES) AWARD - STATE 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Pathology (Private Practices) Award - State 2003.

**1.2 Arrangement**

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### **1.3 Definitions**

- 1.3.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.3.2 "Commission" means the Queensland Industrial Relations Commission.
- 1.3.3 "Job Share" - means where an employer decides to share a position. A position subject to the Job Share arrangements is not regarded as a fixed term arrangement but rather continues for an indefinite period.
- 1.3.4 "Practice" - means all operating entities of the employer whether this is by way of a partnership, sole ownership, incorporated company, operating trust or other related entities but limited to those entities which have registered employees.
- 1.3.5 "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch,

Union of Employees or the Queensland Public Sector Union of Employees.

1.3.6 "Work Cycle" - means Monday to Sunday inclusive.

#### **1.4 Date of operation**

This Award takes effect from 20 January 2003.

#### **1.5 Award coverage**

1.5.1 This Award will apply to all employees engaged in the private sector medical pathology industry in Queensland, except Pathologists, Medical Practitioners and Managers.

1.5.2 Provided that a "Manager" for the purposes of this Award will mean any person who is principally employed to be responsible for the actions of subordinate staff and/or to perform a specialised corporation function and who occupies a position that is not specifically covered by this Award.

1.5.3 This Award will apply to contractors and/or sub-contractors and their employees performing or executing work which would ordinarily be performed by employees who would otherwise be remunerated in accordance with this Award.

1.5.4 For the purposes of this Award, the Divisions and Districts will be as follows:

##### (a) 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 east longitude; then by that parallel 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 seacoast 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.

##### (b) Districts

###### (i) Northern Division:

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

Western District - The remainder of the Northern Division.

###### (ii) Southern Division:

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then 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.

1.5.5 Employees paid at higher than level 1 on their classification structure including divisional and district allowances, may agree in writing with their employer, to be exempt by the conditions of this award excluding grievance and dispute settling procedures, Annual leave, Long service leave, Sick leave and Public holidays:

Provided that the overall terms and conditions of employment agreed to under such arrangements shall not be less favourable than the provisions of this award as a whole and that the employee shall not be disadvantaged by this agreement. A true copy of any such agreement shall be supplied to the employee forthwith after signing by all parties.

#### **1.6 Parties bound**

This Award is legally binding upon the employees as prescribed by clause 1.5 and the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees; and the Queensland Public Sector Union

of Employees and their respective members.

## **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 procedures**

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 a 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 any 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 Contract of employment**

4.1.1 Upon engagement employees will be advised of their employment category. Full-time and part-time employees will be advised of such in writing.

Employment categories are:

- (a) full-time (as prescribed in clause 4.2);
- (b) part-time (as prescribed in clause 4.3); or
- (c) casual (as prescribed in clause 4.4).

### **4.2 Full-time employment**

4.2.1 A full-time employee is an employee engaged and paid by the week or fortnight, as the case may be, who is rostered to work the ordinary hours in clause 6.1.1 (Full-Time Employees).

4.2.2 Full-time employees, for the purposes of this Award, are entitled to all the benefits provided by this Award.

### **4.3 Part-time employment**

An employee may be employed as part-time in any classification of this Award on the following basis:

4.3.1 A "part-time employee" shall mean an employee engaged to work on pre-determined days of the week for a regular number of hours. All conditions provided for permanent full-time employees shall apply to part-time employees.

4.3.2 A part-time employee may work up to 76 hours in a Work Cycle, not exceeding fourteen consecutive days, provided that the ordinary working hours shall not be less than four hours on any one day. The spread of hours of part-time employees shall be the same as that applicable to a full-time weekly employee in the section of the establishment in which they are employed.

4.3.3 Part-time employees shall be paid an hourly rate equal to one 38th of the weekly rate. Part-time employees shall be paid as for a minimum of four hours worked on each occasion that such employee attends for work and in accordance with clause 6.1.2.

4.3.4 Part-time employees shall be entitled to receive pro rata entitlements to annual leave, public holidays, sick leave, bereavement leave, and long service leave, in accordance with the provisions of this Award.

4.3.5 Part-time employees whose ordinary rostered hours would otherwise fall on a statutory holiday but who are not required to work shall be paid as if they had worked.

### **4.4 Casual employment**

An employee may be employed on a casual basis in any classification of this Award provided that:

4.4.1 A casual employee is an employee who is engaged by the hour but will not include an employee as defined in clauses 4.2 and 4.3.

4.4.2 A casual employee may work up to a maximum of 38 hours per week, provided that a maximum of 8 hours may be worked on any one day.

4.4.3 The engagement of casual employees will not be utilised by the employer to permanently fill any full-time or part-time positions.

4.4.4 The minimum engagement period which is to be paid is 2 hours for each continuous period of work.

4.4.5 Notwithstanding the regularity of weeks, days or hours previously worked, a casual employee is to have the right, without prejudice, to refuse work offered by the employer and the employer the right not to offer work.

4.4.6 A casual employee will be paid by the hour at a rate calculated as 1/38th of the weekly rate for the class of work performed plus a further casual loading of 23%. The casual loading is deemed to be full recompense for annual leave and sick leave accrued in the course of each period of engagement.

#### **4.5 Probationary employment**

Any period of probation will be for a period of not more than 3 months on appointment. On going reviews of the employees performance will take place during this period.

#### **4.6 Job Share employment**

- 4.6.1 The wages paid to Job Share participants will be in accordance with the scale of wages prescribed based on the percentage division of the work.
- 4.6.2 Job Share employees have full-time employee entitlements on a pro rata basis.
- 4.6.3 Employees subject to the Job Share arrangement prescribed by clause 4.6 will be entitled to pro rata benefits of such leave, statutory leave and all other accrued benefits to full-time employees based on the percentage division of the work.
- 4.6.4 The responsibility for organising the Job Share employee's coverage of work is the primary responsibility of the Job Share employee to roster themselves so that they adequately cover the entire spread of hours for the job shared.
- 4.6.5 Where this is not possible because of ill health or other unexpected emergency, the employer must be notified as soon as possible of the inability of the Job Share employees to cover the entire spread of hours.
- 4.6.6 If a participating employee is unable to attend for duty because of illness, the other participant may be offered the day/s work by the employer.
- 4.6.7 A Job Share employee does not receive overtime payments for any time worked within the rostered ordinary hours for the job.

#### **4.7 Multiskilling**

- 4.7.1 An employer may direct an employee to carry out such duties as are within the limits of the employees' skill, competence and training consistent with the classification structure of this Award, provided that such duties are not designed to promote deskilling.
- 4.7.2 An employer may direct an employee to carry out such duties and use such equipment as may be required provided that the employee has been properly trained in the use of such equipment.
- 4.7.3 Any direction issued by an employer in relation to clause 4.7 is to be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- 4.7.4 The assignment of incidental or peripheral tasks to an employee or a class of employees will:
  - (a) be consistent with the efficient performance of the employee's main tasks or functions;
  - (b) be subject to the employee having the skills or competence to perform the initial tasks;
- 4.7.5 Where any dispute arises, it will be dealt with in accordance with clause 3.1 (Grievance and dispute settling procedures).

#### **4.8 Mixed functions**

- 4.8.1 An employee who is required to perform work on any day for which a higher rate of pay is prescribed in clause 5.1 shall be paid as follows:
  - (a) If more than 4 hours on any day the higher rate for the whole of such day.
  - (b) If 4 hour or less then payment of the higher rate for 4 hours.

#### **4.9 Higher duties**

An employee who is appointed by the employer in writing to perform work at a level above their existing level and assumes full responsibility, shall be paid at the minimum award rate provided for that higher level for the whole period of such higher level duties.

#### **4.10 Trainees**

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

#### **4.11 Anti-discrimination**

4.11.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as 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.

4.11.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.2, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

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

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

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

#### **4.12 Termination of employment**

##### *4.12.1 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.

##### *4.12.2 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.

#### 4.12.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be 2 week's.

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 2 week's.

4.12.4 Annual leave shall not be used to provide the notice periods in clause 4.12 unless otherwise mutually agreed.

#### 4.12.5 *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.

### **4.13 Introduction of changes**

#### 4.13.1 *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.

#### 4.13.2 *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 4.13.1.
- (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.

### **4.14 Redundancy**

#### 4.14.1 *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 4.14.1(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.

#### 4.14.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.14.1 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 4.12.
- (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.

#### 4.14.3 *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 transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.14.3, '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.

#### 4.14.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.14.1, 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.

#### 4.14.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.14.1, 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.

#### 4.14.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.12.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.14.1(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.

#### 4.14.7 *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.

#### 4.14.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.14.1(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.

#### 4.14.9 *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.

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

Clause 4.14 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.

#### 4.14.11 *Employees exempted*

Clause 4.14 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.

#### 4.14.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.14 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.

#### 4.14.13 *Exemption where transmission of business*

(a) The provisions of clause 4.14.6 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 4.14.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.14.14 *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.

### **4.15 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.

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

### **5.1 Classification and wages**

5.1.1 "*Services Assistant*" will mean a person who is principally engaged in cleaning and/or maintenance functions.

Indicative duties of this position may include the cleaning of offices, laboratories or amenities, the maintenance of grounds, warehousing and inventory control, canteen duties.

A Services Assistant will be classified at one of the following levels:

Level 4 Upon commencement

Level 3 Upon completion of the specified training period which in the opinion of the employer has been satisfactorily completed.

Level 2 Where the employee is required to perform work within established guidelines but without direct reference to a more senior person on the manner, sequencing or timing of the duties to be performed.

Level 1 As required of Level 2, and where the supervision of other employees is a regular and substantial part of their duties.

(a) *Wages*

Services Assistant	Per Annum \$
Level 4	31,714
Level 3	33,377
Level 2	34,481

Level 1

35,481

5.1.2 "*Courier Driver*" will mean a person who is principally engaged in the transportation of pathology specimens.

Indicative duties of this position may include the coding of pathology specimens, delivery of test results to referrers, transportation of stores, materials, equipment or staff.

A Courier Driver will be classified at one of the following levels:

Level 5      Upon Commencement

Level 4      Upon completion of the specified training period which, in the opinion of the employer, has been satisfactorily completed.

Level 3      Upon completion of a proficiency assessment initiated by the employer or, subject to provision (c) at the request of the employee, the outcome of which indicates that the employee has achieved the required proficiency in this position.

Level 2      When appointed by the employer to perform duties beyond the scope of Level 3 classification and which may include but is not limited to:

supervision of other employees in addition to routine courier duties.

regular review of courier run efficiencies and/or itineraries in addition to routine courier duties.

other administrative duties in addition to routine courier duties.

Level 1      When appointed by the employer, and where the supervision of other employees is a regular and substantial part of their duties.

(a) *Wages*

Courier Driver	Per Annum \$
Level 5	32,683
Level 4	33,877
Level 3	35,191
Level 2	36,443
Level 1	38,126

(b) *Training Completion* - An employee classified at Level 5 will be deemed to be 'in training' for a period of not more than 12 months unless earlier progression to Level 4 is approved by their employer. After a period of 12 months from the date of appointment to Level 4, or after a period of 18 months from the date of initial engagement, whichever is the earlier, an employee will be eligible to apply for a proficiency assessment by their employer in order to progress to Level 3. Nothing will prevent an employer from making an earlier proficiency assessment.

5.1.3 "*Tradesperson*" will mean a person who is principally engaged in a maintenance function.

Indicative duties of this position may include the maintenance of equipment, vehicles, buildings and building services, printing duties.

A Tradesperson will be classified as one of the following levels:

Level 2      Upon Commencement

Level 1      Where the employee is solely and fully accountable for a major ancillary service function and in doing so may supervise other employees.

(a) *Wages*

Tradesperson	Per Annum \$
Level 2	36,443
Level 1	38,997

5.1.4 "*Pathology Specimen Collector*" will mean a person who is principally engaged in the collection of pathology specimens.

Indicative duties of this position may include the storage and processing of specimens, recording of patient information, attending to the well-being of patients, receiving account payments, liaison with referrers and the operation of VDU's for basic enquiries.

A Pathology Specimen Collector will be classified at one of the following levels:

- Level 6 Upon Commencement
- Level 5 Upon completion of the specified training period which, in the opinion of the employer, has been satisfactorily completed.
- Level 4 Upon completion of a proficiency assessment initiated by the employer or, subject to provision (c) at the request of the employee, the outcome of which indicates that the employee is an experienced member of staff and performs effectively in a technical, liaison and team role.
- Level 3 To be classified at this level an employee would be regularly required to perform a majority of the following duties:
- paediatric collections  
arterial blood-gas collections  
aspirate collections  
collections which are technically difficult and which may include, but are not limited to:
- recollections where venepuncture attempts of less experienced staff have failed
  - collections from oncology or chemotherapy patients
  - collections from critically ill, frail, debilitated or extremely obese patients
  - when uncommon venepuncture sites must be used, for example, hands, feet, legs etc.
- Act as a resource person and reference point for other Pathology Specimen Collectors who are developing or increasing their collection skills. In this context, such tasks require the employee to act as a mentor for such other employees. This may include the limited supervision of employees in lower levels by co-ordinating workflow, checking progress, resolving problems, or assisting with the development of technical skills.
- Level 2 When appointed by the employer or upon completion of a proficiency assessment initiated by the employer and where continuing employment is for the principal purpose of performing collections from hospital in-patients. The 'principal purpose' test is deemed to be satisfied if the employer regularly rosters such employee for such duties for at least 50% of the employee's ordinary hours of duty.
- In cases where an employee has been so classified and the operational requirements of the employer require a reduction in the proportion of 'hospital in-patient' duties to below the said 50%, such employee will retain the Level 2 classification for a period of 3 months from the date of such reduction.
- Level 1 When appointed by the employer and where the direct supervision of other employees is a regular and substantial part of their duties.

(a) *Wages*

Pathology Specimen Collector	Per Annum \$
Level 6	33,902
Level 5	34,177
Level 4	35,613
Level 3	36,230
Level 2	38,126
Level 1	39,871

(b) *Training Completion* - An employee classified at Level 6 will be deemed to be 'in training' for a period of not more than 12 months unless earlier progression to Level 5 is approved by their employer. After a period of 12 months from the date of appointment to Level 5 or after a period of 18 months from the date of initial engagement, whichever is the earlier, an employee will be eligible to apply for a proficiency assessment by their employer in order to progress to Level 4. Nothing will prevent an employer from making an earlier proficiency assessment.

5.1.5 "Administrative Assistant" will mean a person who is principally engaged in work of a clerical nature.

An Administrative Assistant will be classified at one of the following levels:

Level 6 Employees will be classified at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

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, straightforward 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 with 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.

Level 5 Employees will be classified at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

This level caters for 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 with 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.

Level 4 Employees will be classified at this level where the principal characteristics of their employment, as determined by the application of clause 5.15(c), are identified as follows:

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 involve 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 Levels 6 and 5 and would be able to train such employees by means of personal instruction and demonstration.

Level 3 Employees will 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 to perform functions beyond the scope of a Level 4 classification (as characterised).

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

Typically, a Level 3 classification requires the exercise of initiative, discretion and judgement together with the application of a body of knowledge acquired by recognised qualifications relevant to the job function and/or in-depth exposure to specialised administrative procedures or processes.

Typical Duties/Skills

Indicative typical duties and skills in this level may include:

Shift/Section Head of an identifiable group of workers where the Shift/Section Head reports to a Level 2, Level 1 or management position.

Application of standard office-based computer software packages at an advanced level.

Advanced level interpretation and processing of accounting, supply, payroll, general administration and laboratory documentation.

Level 2 When appointed by the employer and where the principal characteristics of their employment 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 themselves and others.

Employees at this level will exercise initiative, discretion and judgement regularly in the performance of their duties. They are able to train employees in Levels 6 to 3 in their own field of expertise 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:

maintain executive diary.

attend executive/organisational meetings and take minutes.

establish and/or maintain current working and personal filing systems for executive.

answer and/or prepare executive correspondence from verbal, handwritten or electronically-stored instructions.

Overall responsibility for a clearly defined sub-function of a major clerical or administrative function or laboratory operation as demonstrated by the following or similarly structured positions:

Creditor or Debtor administration within and Accounts Department.

Marketing/Liaison support within a Marketing/Liaison Department.

Property/Leasing co-ordination within a general administration area.

Report production for an Anatomical Pathology Department.

Level 1 When appointed by the employer and where the principal characteristics of their employment 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.

Employees at this level 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 operational problems, monitoring the quality of work produced as well as counselling staff for performance as well as work related matters. Such employees would 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.

Applies detailed knowledge of the organisation's objectives, performance, projected areas of growth, service trends and general industry conditions for the purposes of assisting in developing policy or new services to meet changing market needs or other circumstances.

Is responsible for the application of computer software packages including evaluating and determining optimum software solutions or the integration of complex word processing, spreadsheet, database, or graphics applications.

Prepares internal reports for management in any or all of the following areas:

Accounts/finance

Staffing

Legislative requirements

Other significant Practice activities/operations

Finalises quotations or costings by applying a detailed knowledge of variable inputs, margins, market conditions, supply and delivery arrangements.

#### (a) Wages

Administrative Assistant	Per Annum \$
Level 6	33,009
Level 5	33,529
Level 4	34,423
Level 3	36,592
Level 2	37,543
Level 1	39,743

(b) *Training Completion* - An employee classified at Level 6 will be deemed to be 'in training' for a period of not more than 12 months unless earlier progression to Level 5 is approved by their employer. After a period of 12 months from the date of appointment to Level 5 or after a period of 18 months from the date of initial engagement, whichever is the earlier, an employee will be eligible to apply for a proficiency assessment by their employer in order to progress to Level 4. Nothing will prevent an employer from making an earlier proficiency assessment.

5.1.6 "*Laboratory Assistant*" will mean a person who is principally engaged in laboratory and associated functions.

Indicative duties may include media making, preparation, separation and processing of solutions, cleaning laboratory equipment including glassware, specimen sorting and/or distribution and/or preparation, assisting with test procedures, VDU terminal work performed in a laboratory, packing and dispatching collecting materials and equipment, associated laboratory duties not specified in other employment categories.

A Laboratory Assistant will be classified at one of the following levels:

Level 4 Upon Commencement

Level 3 Upon completion of the specified training period which in the opinion of the employer has been satisfactorily completed.

Level 2 Where the employee is required to perform work within established guidelines but without direct reference to a more senior person on the manner, sequencing or timing of the duties to be performed.

Level 1 As required of Level 2 employee and where the supervision of other employees is a regular and substantial part of their duties.

(a) *Wages*

Laboratory Assistant	Per Annum \$
Level 4	32,248
Level 3	33,558
Level 2	35,831
Level 1	38,177

5.1.7 "*Laboratory Support Officer*" will mean a person who is principally engaged in professional or paraprofessional duties which support the operation of a laboratory and its associated functions and who holds one of the following qualifications:

- (a) For paraprofessional duties an appropriate and recognised post-trade, certificate or diploma qualification or experience/other qualification which in the opinion of the employer is equivalent.
- (b) For professional duties an appropriate and recognised degree qualification or experience/other qualification which in the opinion of the employer is equivalent.

Indicative duties may include data communications engineering, mechanical, electrical or electronic engineering, instrument making, testing, fault diagnosis and repair.

A Laboratory Support Officer will be classified at one of the following levels:

- Level 6 Appointee in training with close supervision
- Level 5 Upon completion of training and the employee is competent in all routine non-complex technical tasks with work routinely subject to review.
- Level 4 When employee is competent in all routine non-complex technical tasks with work not routinely subject to review and may from time to time exercise control, direction and/or supervision of Levels 5 and 6 employees.
- Level 3 As required of Level 4 and the employee is competent in complex technical tasks.
- Level 2 When appointed by the employer, with Level 3 competence and where supervision of other employees is a regular and substantial part of designated responsibilities.
- Level 1 When appointed by the employer and where the employee is solely and fully accountable to the Department/Laboratory Manager for a major function of the Practice and in doing so is required to supervise other employees.

(c) *Wages*

Laboratory Support Officer (paraprofessional duties)	Per Annum \$
Level 6	37,377
Level 5	38,377
Level 4	40,377
Level 3	42,877
Level 2	46,273
Level 1	48,669

Laboratory Support Officer (professional duties)	Per Annum \$
Level 6	39,377
Level 5	40,377
Level 4	45,273
Level 3	48,169
Level 2	52,169
Level 1	58,169

5.1.8 "*Laboratory Technician*" will mean a person who holds an Associate Diploma in Clinical Laboratory Techniques or other qualification which in the opinion of the employer is equivalent and who is principally engaged in the collection, testing and analysing of samples in a laboratory environment.

Indicative duties may include testing of blood and other specimen samples to identify disorders and diseases, and preparing staining slides for microscopic examination.

A Laboratory Technician will be classified at one of the following levels:

- Level 6 Diplomat appointee in training with close supervision.
- Level 5 Upon completion of training and the employee is competent in all routine non-complex technical tasks with work routinely subject to review.
- Level 4 When employee is competent in all routine non-complex technical tasks with work not routinely subject to review and may from time to time exercise control, direction and/or supervision of Levels 5 and 6 employees.
- Level 3 As required of Level 4 and the employee is competent in complex technical tasks.
- Level 2 When appointed by the employer, with Level 3 competence and where supervision of other employees is a regular and substantial part of designated responsibilities.
- Level 1 When appointed by the employer and where the employee is solely and fully accountable to the Department/Laboratory Manager for a major function of the Practice and in doing so is required to supervise other employees.

(a) *Wages*

Laboratory Technician	Per Annum \$
Level 6	37,377
Level 5	38,377
Level 4	40,377
Level 3	42,877
Level 2	46,273
Level 1	48,669

5.1.9 "*Laboratory Scientist*" will mean a person who is principally engaged in scientific duties in a laboratory environment and who holds one of the following qualifications:

- (a) a degree in science, applied science or medical technology awarded by a recognised Australian tertiary institution; or
- (b) an associate qualification conferred by the Australian Institute of Medical Technologists prior to 1 December 1973; or
- (c) a qualification which, in the opinion of the employer, is equivalent to (a) or (b) .

Indicative duties would relate to the conducting of medical laboratory tests by a variety of means to provide advice and information for the diagnosis, treatment and prevention of diseases and other physiological and pathological disorders.

A Laboratory Scientist will be classified at one of the following levels:

- Level 6 Graduate appointee - in training with close supervision
- Level 5 Upon completion of training and the employee is competent in all routine non-complex scientific tasks, with work routinely subject to review.
- Level 4 When employee is competent in all routine non-complex scientific tasks with work not routinely subject to review and may from time to time exercise control, direction and/or supervision of Levels 5 and 6 employees.
- Level 3 As required of Level 4 and the employee is competent in complex scientific tasks.

- Level 2 When appointed by the employer, with Level 3 competence and where supervision of other employees is a regular and substantial part of designated responsibilities.
- Level 1 When appointed by the employer and where the employee is solely and fully accountable to the Department/Laboratory Manager for a major laboratory function of the Practice and in doing so is required to supervise other employees.

(d) *Wages*

Laboratory Scientist	Per Annum \$
Level 6	39,377
Level 5	40,377
Level 4	45,273
Level 3	48,169
Level 2	52,169
Level 1	58,169

5.1.10 "*Information Technology Officer*" will mean a person who is involved in the application of knowledge of information technology and information technology methods, techniques and principles to the development and maintenance of information systems. It includes the associated systems analysis, systems design, programming and specialist activities.

Information Technology work is undertaken by persons who have obtained a knowledge of information technology methods, techniques and principles by variety of means including:

- (a) a degree qualification in information technology or related disciplines awarded by a recognised Australian tertiary institution; and/or
- (b) acquired experience, private studies, special training courses or on-the-job training.

Indicative duties may include writing, testing and maintaining computer programs, analysing and developing procedures for computerised data processing systems.

An Information Technology Officer will be classified at one of the following levels:

- Level 4 Upon engagement and where the employee may have relevant training but little or no practical experience and therefore requires close supervision and direction.
- Level 3 Upon completion of relevant organisation-specific training and where the employee has developed competent practical skills in information technology work and requires moderate review and direction but is expected to exercise individual initiative and judgement.
- Level 2 Where the employee performs a wide range of information technology work and is therefore required to be technically competent and is expected to demonstrate originality and resourcefulness and to set work priorities and to develop work practices and procedures.
- Level 1 When appointed by the employer and where the employee undertakes work that is at a high level of specialist activity under broad management direction. The employee is required to exercise independence and judgement in formulating and resolving complex information technology issues where decisions taken may have a significant impact on the operations of the organisation. Supervision of other Information Technology Officers may be involved and may require the employee to assume overall supervisory responsibility in the absence of the relevant Manager.

(c) *Wages*

Information Technology Officer	Per Annum \$
Level 4	39,377
Level 3	45,773
Level 2	51,169
Level 1	58,169

5.1.11 *Classification and grading*

Employees will be advised on appointment in writing of their classification and grading by the employer and will be

given a job description where practicable.

5.1.12 Weekly or fortnightly wages are calculated by dividing the annual amount by 52 or 26 respectively.

5.1.13 The wages detailed in this Award are the minimum rates, however, the employer may pay a wage to a particular employee, which is greater than the minimum wage for the next highest level without being required to reclassify such employee to that level.

5.1.14 *Recognition of previous service*

Previous service with an employer subject to this Award may be recognised for the purpose of determining the wage level.

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

5.1.15 *Merit-based wage structure*

In addition to the wage structure described in clause 5.1, the employer will have the right to establish a wage structure in excess of the minima stipulated and which provides for additional remuneration based on the attainment of individually-specific qualitative and quantitative goals as agreed between the employer and employee in the process of a performance review system. The requirements of clause 3.1 (Grievance and dispute settling procedures) will apply in the event of any dispute arising from the application of the review system.

Any total remuneration determined as a consequence of the above which exceeds the minimum wage for the next highest Wage Level to that currently designated to the employee does not render the employer bound to reclassify the employee concerned to that next highest Wage Level.

5.1.16 *Determination of classification level*

Every employee covered by this Award is entitled to be classified and paid at the appropriate level, as described or defined, according to the actual duties performed regardless of any written or implied job or position description, duty statement or any like document. Any dispute arising from the application of clause 5.1.17 will be dealt with in accordance with clause 3.1 (Grievance and dispute settling procedure) except that under clause 3.1 the process may be initially invoked at clause 3.1.4.

## **5.2 Salary packaging**

5.2.1 An employer and employee may agree to substitute a portion of the relevant wage as prescribed by Clause 5.1 (Classification and Wages) with a benefit having an agreed value provided:

- (a) The agreement is in writing and is available for inspection by those so authorised under the Act.
- (b) The agreement complies with taxation and other relevant laws.
- (c) The amount of cash wages (after substitution) when viewed objectively, is no less favourable than the entitlements otherwise available under this Award.
- (d) The agreement does not render the employee entitled to a Social Security or other benefit to which the employee would not have been entitled had the agreement not been in existence.

5.2.2 Any agreement made pursuant to clause 5.2, unless otherwise mutually agreed, is terminable by the giving of 3 months' notice by either the employer or employee.

5.2.3 Any benefit which allocates a sum of money to be drawn upon over a specified period of time by the employee, and which is not drawn upon at either:

- (a) the end of the specified period;
- (b) termination of employment;

(c) termination of the agreement;

is to be paid to the employee forthwith.

### **5.3 Allowances**

#### *5.3.1 On-call allowances*

(a) An employee instructed to be on call outside ordinary or rostered working hours will be paid:

(i) \$15.06 per day for any day Monday to Friday, inclusive;

(ii) \$30.11 for Saturday or first and third rostered days off;

(iii) \$60.24 for Sunday or Public Holiday or second and fourth rostered days off.

Provided that for the purposes of determining when such allowance is paid, availability is deemed to commence before midnight each day.

(b) An employee required to be available to work outside their rostered hours of work and who is subsequently called back to work will be paid at the prescribed overtime rate expressed in clause 6.4.1 of this Award.

(c) It is a condition precedent to the payment of this allowance that employees must remain in a fit and proper physical and mental condition in order to perform work in case they are re-called to work and that they are contactable at all times, and in reasonable proximity to where they would be re-called to work.

#### *5.3.2 Private vehicle allowance*

(a) Employees required to use their private vehicle in the performance of their duties are to be paid 55.45 cents per kilometre for such usage. This allowance is full recompense for wear and tear, registration, comprehensive insurance (including any policy excess payable by the insured), oil and other items of a consumable nature, and will include fuel. Employees will be required to provide proof of comprehensive insurance prior to using their private vehicle for work purposes.

(b) An employee who is called upon to temporarily work at a location of the employer which is not their regular place of employment, is entitled to receive the allowance specified above for those kilometres travelled which are in excess of the distance between the employee's place of residence and their regular place of employment.

(c) Employees travelling greater than 100km will be entitled to have Clause 5.4.3 apply.

#### *5.3.3 Living away from home allowance*

(a) An employee required by the employer to temporarily work at a location more than 100 kilometres from the employee's regular place of employment or their home (whichever is closer to the temporary place of employment) and who is required to reside within a reasonable distance of the temporary location is to be paid \$44.36 per day without proof of expenditure whilst living away from home. Where expenditure exceeds \$44.36 per day, actual and reasonable expenses of the employee will be reimbursed by the employer provided proof of total expenditure is given by the employee.

(b) Accommodation of a reasonable standard will be arranged and paid for by the employer.

(c) This allowance will 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, including use of private vehicle.

(d) This allowance is to be paid in advance of employees leaving for the temporary work location.

#### *5.3.4 Meal allowance*

An employee required to work for more than 2 hours before the ordinary commencing time or more than 2 hours after the ordinary ceasing time will be supplied with a meal of reasonable quality and quantity by the employer or will be paid \$9.60 in lieu thereof:

Provided that an employee will be entitled to a one half hour break and a meal of reasonable quality and quantity or a further meal allowance after the completion of every 4 hours overtime worked.

### 5.3.5 *Afternoon and night loadings*

- (a) Employees working afternoon hours, within the hours 7.00pm to 12.00am will be paid an allowance of 20% for the ordinary hours worked between such times.
- (b) Employees working night hours, within the hours 12.00am to 7.00am will be paid an allowance of 25% for the ordinary hours worked between such times:

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

### 5.3.6 *Divisional and district allowances*

In addition to the rates of wages set out in this Award for the Southern Division, Eastern District, the following amounts will be paid to employees to whom this Award applies employed in the Divisions and Districts referred to hereunder:

	Per Week \$	Per Annum \$
Southern Division, Western District	1.05	54.60
Mackay Division	0.90	46.80
Northern Division, Eastern District	1.05	54.60
Northern Division, Western District	3.25	169.00

## 5.4 **Occupational superannuation**

The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993, and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as amended from time to time, governs the superannuation rights and obligations of the parties.

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

### **6.1 Hours of work**

#### 6.1.1 *Full-time employees*

The ordinary hours of work for full-time employees will be an average of 38 hours per week to be worked continuously and on one of the following basis:

- (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 twenty-one consecutive days; or
- (d) 152 hours within a Work Cycle not exceeding 28 consecutive days.

The ordinary hours of work for casual employees will be worked in accordance with clause 4.4:

#### 6.1.2 *Work Cycle*

Where rosters are determined over a fortnightly cycle, employees must be allowed either

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

Consideration will be given to workplace health and safety recommendations when rostering, including, where possible, in 2 out of every 4 weekends, employees will not be rostered to work.

#### 6.1.3 *Ten hour break between duty periods*

Subject to clause 6.4.4, employees will be allowed a break of not less than 10 hours between the termination of one duty period of ordinary time and the commencement of another duty period of ordinary time:

Provided that in lieu thereof, such break will be not less than 8 hours by mutual agreement.

#### 6.1.4 *Amendment to normal starting and finishing times*

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 relevant employees concerned. Any such altered starting and finishing time will not invoke any penalty payment that would not be payable otherwise under this Award.

#### 6.1.5 *Rosters*

- (a) Subject to the provisions of clause 6.1 the ordinary hours will be worked in accordance with a roster agreed upon between the employer and the majority of employees concerned.
- (b) Employees will be notified one calendar week in advance of the roster cycle, provided that notification by 1.00pm on Monday will be sufficient notification for the week commencing the following Monday.
- (c) Changes within a roster will be by agreement between the employer and the employee concerned, but failing agreement, 24 hours notice of a change of roster will be given or double time will be paid for the next shift.

### **6.2 Working a 38 hour week**

6.2.1 The 38 hour week will be implemented on one of the following bases, most suitable to each location, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:

- (a) by employees working less than 8 ordinary hours each day;
- (b) by employees working less than 8 ordinary hours on one or more days each Work Cycle; or
- (c) by fixing one or more work days on which all employees will be off during a particular Work Cycle; or
- (d) by rostering employees off on various days of the week during a particular Work Cycle, so that each employee has one work day off during that cycle.

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

6.2.3 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.

6.2.4 The outcome of such consultation will be recorded in writing.

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

6.2.6 After implementation of the 38 hour week, upon giving 7 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 6.2, including clause 6.2.5.

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

6.2.8 The ordinary hours of work, excluding the meal breaks will not exceed 10 hours per day:

Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours will be subject to the agreement of the employer and the majority of employees concerned.

6.2.9 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.

6.2.10 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 will be in the employee's time.

6.2.11 Notwithstanding any other provision in clause 6.2 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 will be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to bank accrued days off will not be unreasonably withheld by either party.

6.2.12 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 6.2, such employee will be paid for the time so accrued at the employee's ordinary rate of pay.

### **6.3 Meal breaks**

6.3.1 All employees who are rostered to work more than 5 hours will be allowed time for a meal of not less than 30 minutes, nor more than one hour to be taken between the third and sixth hours of duty or at such times as may be mutually agreed between the employee and employer, and which will not count as time worked in the case of day workers.

6.3.2 If the meal break is worked, other than as prescribed in clause 6.3.3, it will be deemed to be overtime and paid for at the rate of double time and such double time payment will continue until such time as the employee finishes work or is allowed a half-hour meal break for which no deduction of pay will be made. Provided that payment as aforementioned is conditional upon employees contacting their supervisor to inform them of their likely inability to take the meal break prescribed.

6.3.3 Where the majority of ordinary hours are worked between 7.00pm and 7.00am, such time will be inclusive of meal times, and the 30 minute meal break will be taken so as not to interfere with operational requirements and no deduction will be made from the employee's wages.

#### *6.3.4 Rest pauses*

Every employee will 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 will be taken at such times as will not interfere with the 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 will only be entitled to one rest pause.

### **6.4 Overtime**

#### *6.4.1 General*

All time worked on any one day outside the ordinary starting and ceasing times or in excess of the ordinary hours of work will be deemed overtime and will be paid for at the rate of time and a-half for the first 3 hours and double time thereafter:

Provided that

(a) Employees whose rostered periods of duty are performed over a 7 day week, and over 24 hours, and who are regularly rotated through a roster over 24 hours, will be paid for all overtime at the rate of double time.

(b) All overtime worked on a Sunday, or the second and fourth rostered days off, will be paid for at the rate of double time.

6.4.2 It is a condition of employment that every employee covered by this Award may be required by the employer to work reasonable overtime, however, consideration must be given to the notice time and family responsibilities.

#### *6.4.3 Call-back*

Where an employee is called back to perform work outside ordinary or rostered working hours, the employee will be paid overtime in accordance with clause 6.4 for the time worked calculated as from home and back to home with a minimum payment of 2 hours:

Provided that if any further call-back is made within an existing minimum period of 2 hours it will not be regarded as a separate call-back.

(a) Where an employee is called back the employer will provide transport to and from the employee's home or refund the employee the reasonable cost of such transport.

- (b) Where an employee is requested to provide advice without the need to be called back, the employee will be paid overtime for the actual time spent in providing the advice in accordance with clause 6.4.2.

#### 6.4.4 *Calculation*

All overtime will be rounded to the nearest 15 minutes for the purpose of payment.

#### 6.4.5 *Fatigue leave*

An employee who works so much overtime between the termination of their ordinary work on the one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times, will, subject to clause 6.4.4, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during absence. If, on the instructions of their employer, such an employee resumes or continues work without having had 10 consecutive hours off duty, they will be paid double rates until they are released from duty for such period, and such employee will then be entitled to be absent until they have had 10 consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence.

The provisions of clause 6.4.5 will apply in the case of those workers who rotate from one rostered period to another as if 8 hours were substituted for 10 hours when overtime is worked:

- (a) for the purpose of changing work periods; or
- (b) in any other case agreed upon between the employer and the employee concerned.

The provisions of clause 6.4.5 will only apply to call-back situations (clause 6.4.3) when an employee has actually worked in excess of 2 hours on one or more call-backs.

### **6.5 Time off in lieu of overtime**

6.5.1 Any employee who is not a casual employee may, subject to the agreement of the employer, elect to bank any time worked as overtime under clause 6.4, to be taken as leave at a future time, subject to the following:

- (a) Overtime worked on any one day that is less than one hour cannot be banked.
- (b) An employee cannot elect to bank only a portion of overtime worked on any particular day.
- (c) Once elected to be banked, the overtime worked will be recorded on a time for time basis only and the component which would otherwise be paid as overtime penalty as specified in clause 6.4.1 is no longer due and payable to the employee.
- (d) An employee may convert banked overtime to equivalent payment at any time, subject to the provisions of clause 6.5.1(c) and paid on the next scheduled pay day of that employee.

6.5.2 The taking of leave in lieu of overtime is subject to agreement between the employee and the employer.

6.5.3 An employee is not permitted to bank more than 5 days worth of accumulated (and duly elected) time off in lieu of overtime.

6.5.4 An employer may direct an employee to take leave for any banked time off in lieu of overtime which has stood in credit for the employee for more than 13 weeks.

6.5.5 Banked overtime standing to the credit of an employee is to be paid to the employee, along with all other entitlements, upon the termination of employment of the employee concerned.

### **6.6 Weekend penalties**

6.6.1 All ordinary hours worked between midnight Friday and midnight on Saturday will be paid for at one and one-half times the ordinary rate.

6.6.2 All ordinary hours worked between midnight on Saturday and midnight on Sunday will be paid for at double the ordinary rate.

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

### **7.1 Annual leave**

7.1.1 Every employee (other than a casual employee) is entitled after the completion of each 12 months of continuous

service, to 152 hours annual leave.

Provided that, employees who have worked:

(a) a minimum of 20 rostered periods of duty where the majority (that is, 50% or greater) of hours of those rostered periods of duty are worked between midnight and 7:00am the following day:

and

(b) are regularly rotated through their rostered periods of duty over 7 days of the week and over 24 hours; will be entitled to additional annual leave at the rate of 38 hours per 12 months in respect of the period during which such working arrangements have been worked by such an employee.

7.1.2 Annual leave will be exclusive of any public holiday that may occur during the period of that leave.

7.1.3 Annual leave is to be paid for by the employer in advance for periods of leave greater than 5 days, unless the employee does not wish to be paid in advance.

7.1.4 Annual leave may be taken in units of one day.

7.1.5 In the event of termination of employment of an employee, all undrawn annual leave plus any further accrued annual leave hereby owing in respect of an incomplete 12 months service and calculated on a pro rata basis, will be forthwith paid to the employee based on the entitlements and on the terms and conditions set out in clause 7.1

7.1.6 An employee may direct an employee to take annual leave to which the employee has become entitled with the giving of at least 4 weeks notice before the annual leave is to commence.

7.1.7 Payment of annual leave, or any cash equivalent in lieu thereof, will be made as follows:

Subject to the clauses 7.1.7(a) and (b) an employee will be paid for the period of annual leave on one of the following bases, whichever is the greater:

(a) At the rate payable for work in ordinary time according to the employee's roster or projected roster, including afternoon and night loadings, weekend and public holiday premiums;

(b) At the rate payable for work in ordinary time (excluding afternoon and night loadings) weekend and public holiday premiums) plus a further amount of 17.5%:

Provided that the above will not apply to the following:

(i) Any period or periods of annual leave exceeding:

(1) 5 weeks for employees receiving annual leave in accordance with clause 7.1.1

(2) 4 weeks in any other case.

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

## **7.2 Sick leave**

### **7.2.1 Entitlement**

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

(b) In respect to any completed period of employment of less than one year, an employee shall be entitled to a proportionate amount of leave.

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

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

(e) All untaken sick leave is fully cumulative.

(f) Part-time employees accrue sick leave on a proportional basis.

### 7.2.2 *Employee must give notice*

The payment of sick leave is subject to the employee promptly advising their employer of their 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 their employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

### 7.2.4 *Accumulated sick leave*

(a) Employee's accumulated sick leave entitlements are preserved when:

- (i) The employee is absent from work on unpaid leave granted by their employer;
- (ii) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months; or
- (iii) 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.

(b) Employees accumulate sick leave entitlements whilst they are absent from work on paid leave granted by their 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 7.4.2.

### 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 Study leave

Employees may be granted time off as necessary to attend employer approved courses of study related to their employment, without reduction of wages. This includes examination times. Study time includes one day off for each final examination for each subject.

## 7.7 Public holidays

7.7.1 Subject to clause 7.7.6 all work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after 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

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

### 7.7.2 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.

### 7.7.3 Annual show

- (a) 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.
- (b) 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.
- (c) No employee shall be entitled to receive more than one day per year as Show Day.

### 7.7.4 Double time and a-half

For the purposes of clause 7.7 "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.

### 7.7.5 Stand down

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and the 1st January (New Year's Day).

### 7.7.6 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 will be entitled to public leave as follows:

- (a) A full-time employee will be entitled to either payment for each of the abovementioned public leave or a substituted days leave.
- (b) A part-time employee will be entitled to either payment for each of the abovementioned public leave 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 will 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 will be paid at the rate of double time in the case of work performed on a Saturday and double time and one half in the case of work performed on a Sunday.
- (e) Nothing in clause 7.7.6 confers a right to any employee to payment for the public holiday as well as a substituted day in lieu of a public holiday.

## 7.8 Jury service

An employee, other than a casual 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 ordinary pay the employee would have been paid if the employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

"Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

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

### 8.1 Conferences

Employees will be paid for attendance at conferences, seminars or workshops that occur during ordinary working time where such attendance is authorised by the employer and where the subject matter is directly related to the employee's employment.

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

### 9.1 Commitment to training and careers

The parties acknowledge that various degrees of training are provided to employees in the industry, both by internal on

the job training and through external training providers.

The parties commit themselves to continuing such training as it regarded by them as appropriate and improving training in such cases where this is required.

It is agreed that the parties will co-operate in ensuring that appropriate training is available for all employees in this industry and the parties agree to co-operate in encouraging both employers and employees to avail themselves of the benefits from such training.

The parties agree to continue discussions on issues raised in relation to training.

The parties are committed to encouraging young people to view this industry as one that has the capacity to provide them with an interesting career.

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

### **10.1 Workplace health and safety**

Adequate consideration will be given to the health and safety of employees and equipment required, such as torches and mobile phones for cars, when delivering specimens at night.

### **10.2 Breakages**

An employer will not charge any sum against, nor deduct any sum from, the wages of an employee in respect of breakages of utensils, except in the case of wilful misconduct.

### **10.3 Uniforms**

10.3.1 Where employees are required to wear a uniform or any other distinctive type of clothing, such uniform will be supplied at the employer's expense, and will remain the property of employer.

10.3.2 Where uniforms are supplied by the employer, a full-time employee will be supplied with 3 uniforms of good quality in the first year of service. Part-time employees will be provided with uniforms on a *pro rata* basis:

Provided that subsequent issue of uniforms in subsequent years will be replaced on a fair wear and tear basis.

10.3.3 Three uniforms will mean 3 sets of uniforms, provided that a combination of items may also constitute a uniform:

Provided that such combination does not exceed the total value of a uniform set.

10.3.4 Uniforms will include specific items requested by the employer to be worn by the employee.

10.3.5 Courier drivers and specimen collectors who by the nature of their work may be required to work in wet weather, will be supplied with adequate wet weather clothing.

## **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 relevant 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 relevant 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 the employee does not want that employee's 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 relevant 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 relevant 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 Union encouragement**

Clause 11.3 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.

#### *11.3.1 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.

#### *11.3.2 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.

#### *11.3.3 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.

### **11.4 Trade Union training leave**

11.4.1 Upon written application by an employee to an employer such application being endorsed by the Union and giving to the employer at least 2 months notice, such employee will be granted up to 3 working days leave (non-cumulative) on ordinary pay to attend courses and seminars conducted by the Union.

For the purposes of these provisions "ordinary pay" will mean at the fortnightly rate paid to the employee exclusive of any allowance for travelling time and fares.

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

- (a) An employee must have at least 2 years uninterrupted service with the employer prior to such leave being granted.
- (b) Clause 11.4.2 will not apply to an employer with less than 10 full time employees bound by this Award.
- (c) The maximum number of employees of one and the same employer attending a course or seminar at the same time will be as follows:
  - (i) Where the employer employs between 10 and 50 employees 1
  - (ii) Where the employer employs between 51 and 100 employees 2
  - (iii) Where the employer employs more than 100 employees 4
- (d) The granting of such leave will be subject to the reasonable convenience of the employer so that the operations of the employer will not be unduly affected.
- (e) No employee will be granted leave exceeding the duration of the course or seminar to be attended.
- (f) No employee will be granted a second or subsequent period of leave prior to the expiration of 3 years from the date of commencement of the last period of such leave granted by the employer.
- (g) The scope, content and level of the course or seminar will be such as to contribute to a better understanding of industrial relations within the employer's operations, and in particular, a better understanding of the Award and Industrial Agreements and industrial issues impinging upon the professional life of employees in the industry.
- (h) In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- (i) Such paid leave will not affect other leave granted to employees under this Award.

Dated 20 November 2002.

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

Operative Date: 20 January 2003