

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**PARENTS AND CITIZENS AND OTHER ASSOCIATIONS RETAIL AWARD - STATE 2004**

Following the Declaration of the General Ruling in the 2011 State Wage Case (matter numbers B/2011/17 and B/2011/19), the Parents and Citizens and Other Associations Retail Award - State 2004 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Parents and Citizens and Other Associations Retail Award - State 2004 as at 1 September 2011.

Dated 1 December 2011.

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

**PARENTS AND CITIZENS AND OTHER ASSOCIATIONS RETAIL AWARD - STATE 2004**

**PART 1 - APPLICATION AND OPERATION**

1.1 Title

This Award is known as Parents and Citizens and Other Associations Retail Award - State 2004.

1.2 Arrangement

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### **1.3 Date of operation**

This Award takes effect from 9 February 2004.

### **1.4 Award coverage**

This Award applies to all employees as defined, engaged in retailing and/or hiring operations conducted in State and independent schools by Parents and Citizens Associations, Parents and Friends Associations and the Independent Parents and Friends Associations which are members of the Childrens Services Employers Association Queensland Union of Employers, and/or members of the Queensland Council of Parents and Citizens Associations Incorporated.

This Award does not apply to any person who genuinely volunteers in writing their labour to a Parents and Citizens, Parents and Friends and Independent Parent and Friends Association.

### **1.5 Definitions**

The following definitions have application for the purposes of this Award:

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

- 1.5.2 "Assistant" has the meaning prescribed in clause 5.1.1.
- 1.5.3 "Association" or "Associations" means Parents and Citizens Associations and Parents and Friends Associations and Independent Parents and Friends Associations who are members of the Childrens Services Employers Association Queensland Union of Employers and/or members of the Queensland Council of Parents and Citizens Associations Incorporated.
- 1.5.4 "Casual Employee" means an employee who is engaged as such and who is employed for not more than 20 hours in any one week, except when relieving a permanent employee who is on leave.
- 1.5.5 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.6 "Convenor" means any person who is employed as a Tuckshop Convenor, Uniform, Hire Shop Convenor, Book/Stationery Convenor, and/or Hall Convenor and in any other retail operation of an Association .
- 1.5.7 "Convenor, Partially Unpaid" has the meaning prescribed in clause 5.1.3.
- 1.5.8 "CSEAQ" means the Childrens Services Employers Association Queensland Union of Employers.
- 1.5.9 "Employee" means all persons following the occupation of "Convenor" as defined in clause 1.5.6, or any person who works with a Convenor, and who receive payment from the Association of the School at which they work.
- 1.5.10 "Exempted School" means a school, or in an instance of amalgamation, a campus forming part of a school, within Queensland where student enrolment numbers are less than 600 on the first day of any school year, and where the Association is unable to operate a viable commercial business within the school or campus in that the retailing operations are performed on less than 5 days per week.
- 1.5.11 "Full Time Employee" means an employee who is engaged as such and is employed for not less than 38 hours per week for no more than 42 weeks per year unless otherwise mutually agreed in writing.
- 1.5.12 "Junior Employee" means an employee who is under the age of 21 years.
- 1.5.13 "Managing Convenor" has the meaning prescribed in clause 5.1.5.
- 1.5.14 "Part-time Employee" means an employee who is engaged as such and who is employed for not less than 12 hours per week and not more than 38 hours per week for no more than 42 weeks per year.
- 1.5.15 'P&C Administration Assistant' means any person who is employed to assist the P&C Executive with the administrative duties of the Parents and Citizens Association, including the retail and general operations.
- 1.5.16 'P&C Operations Manager' means any person who manages all P&C business operations including retail and general operations.
- 1.5.17 "P&C" means a Parents and Citizens Association of a Government school.
- 1.5.18 "P&F" means a Parents and Friends Association of a Non-Government school.
- 1.5.19 "Senior Convenor Partially Unpaid" has the meaning prescribed in clause 5.1.4.
- 1.5.20 "Senior Employee" means an employee who is 21 years of age or over.
- 1.5.21 "Senior Managing Convenor" has the meaning prescribed in clause 5.1.6.
- 1.5.22 "Term Time" means that portion of a year other than school vacations.
- 1.5.23 "QCPCA" means the Queensland Council of Parents and Citizens' Association Incorporated.
- 1.5.24 'Union' and/or 'Unions' mean the Shop, Distributive and Allied Employees Association (Queensland Branch) Union of Employees and/or The Australian Workers' Union of Employees, Queensland and/or Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees (in respect to P&C Administration Assistants and P&C Operations Manager) and/or the Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees (P&C Administration Assistants and P&C Operations Manager).

## **1.6 Area of operation**

- 1.6.1 This Award applies throughout the State of Queensland.

1.6.2 For the purposes of this Award the Divisions are as follows:

- (a) "Northern Division" means that portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by the parallel of latitude due west to the western border to the State, including all the islands north of the 21st parallel of south latitude which are within the State of Queensland.
- (b) "Mackay Division" means that portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement and including all islands situated between the 21st and 22nd parallels of south latitude and within the State of Queensland.
- (c) "Central Division" means that portion of the State commencing at the sea-coast at 24 degrees 30 minutes of south latitude, then by that parallel of latitude bearing true west to 151 degrees of each longitude, then by that degree of longitude bearing true south to 25 degrees of south latitude; then by that parallel of latitude bearing true west to the western border of the State; then by the western border of the State bearing true north to 22 degrees 30 minutes of south latitude; then by that parallel of latitude bearing true east to 147 degrees of east longitude; then by that degree of longitude bearing true north to 22 degrees of south latitude; then by that parallel of latitude bearing true east to the sea-coast; then by the sea-coast southerly to the point of commencement and including the islands adjacent to the Coast within that area.
- (d) "Southern Division" means that part of the State of Queensland south of a line commencing at a point on the western boundary of the State of Queensland on the 25th parallel of south latitude; then due east to the 151st degree of east longitude; then north to a point 24 degrees 30 minutes south latitude; then east to the seaboard of the State of Queensland and including the islands adjacent to the Coast from that point south.

## **1.7 Parties bound**

This Award is legally binding on the employers as prescribed by clause 1.4, the Unions and their members.

## **PART 2 - FLEXIBILITY**

### **2.1 Intention**

This Award has been developed following negotiations between the Unions, Childrens Services Employers Association Queensland Union of Employers and the Queensland Council of Parents and Citizens Associations Incorporated and reflects an acknowledgment of certain difficulties faced by CSEAQ, Parents and Citizens Associations, Parents and Friends Associations and Independent Parents and Friends Associations in staffing Association retail functions. This Award has been developed through a process of consultation and participation between all parties and reflects the ongoing commitment to making the Parents and Citizens Associations, Parents and Friends Associations and Independent Parents and Friends Associations retail operations increasingly more viable.

### **2.2 Convenor partially unpaid - working arrangements**

2.2.1 At an exempted school, an Association may employ a convenor, partially unpaid. Such an employee may work as a paid convenor for part of the week, and work as a volunteer for part of the week:

Provided that the proportion of the hours worked which are to be paid for and the proportion of the hours worked which are to be voluntary will be agreed upon in writing between the parties to this Award, and shall be reviewed from time to time as the parties see fit:

Provided further that the proportion of unpaid hours shall not exceed the proportion of paid hours.

2.2.2 All work performed by a convenor, partially unpaid will be conducted in relation to the retailing operations of an association, including the operation of a tuckshop or a textbook and/or uniform sale and/or hire shop.

2.2.3 The working arrangements of each convenor, partially unpaid will be evidenced in writing between the Association and the employee concerned.

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

### **3.1 Disputes avoidance procedure**

- 3.1.1 In the event of any dispute or claim arising between an Employer and employees relative to the construction or meaning of this Award or anything arising out of its operation or interpretation, the work shall nevertheless be continued, except where the continuation of such work could be detrimental to the safety of an employee, and the dispute or claim shall be dealt with in the following manner:
- 3.1.2 In the first instance the matter will be raised by the employee with the immediate supervisor and shall be dealt with within a period of 48 hours of it being raised.
- 3.1.3 Should the employee wish to take the matter further it shall be dealt with by the duly accredited Union representative and the Association president or authorised person of the employer concerned within a further period of 48 hours of it being raised.
- 3.3.4 Failing a settlement of the dispute by that means, it shall be dealt with at a conference within a further 48 hours between the representatives of the employer being CSEAQ and of the Union concerned, such conference to be arranged as early as possible after the dispute occurs.
- 3.1.5 If the matter cannot be settled by the procedure hereinbefore prescribed it shall be referred to the Commission for conciliation and if necessary, arbitration.

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

### **4.1 Part-time employees**

- 4.1.1 Employees may be engaged as part-time workers subject to the following conditions.
- 4.1.2 Part-time employees shall receive a minimum payment of 3 hours per day.
- 4.1.3 Each part-time employee shall be worked in accordance with a roster showing the employee's commencing and ceasing time on each day of each week, and such roster shall be posted in a conspicuous place. A week's notice of any change in an employee's place in the roster shall be given and a new roster substituted. The roster and any change shall be available for inspection by officials of the Union:

Provided that the ordinary working hours of part-time employees may be altered without 7 days' notice by mutual agreement between the employer and the employee, and/or in the case of emergency and/or special circumstances.

- 4.1.4 Notwithstanding the foregoing, an employee's commencing and ceasing time on any day may be altered (without reducing the number of hours an employee is rostered to be worked on that day) by not less than 24 hours' notice in order to satisfy emergent circumstances arising from the exigencies of the employer's business. In such circumstances an individual employee shall not be required to change commencing or ceasing times on any day the effect of which would increase the number of hours the employee is rostered to be worked on that day, when the employee is not available to work such extra hours.
- 4.1.5 An employer shall roster part-time employees for consecutive hours on each shift.
- 4.1.6 The hourly rate of wages for part-time employees shall be calculated by dividing the appropriate weekly wage by 38. In no case shall the payment be for less than 12 hours per week and not more than 38 hours per week.
- 4.1.7 Part-time employees shall be entitled to pro rata holiday pay, sick leave, long service leave, and all holidays as prescribed in this Award.

### **4.2 Casual employees**

- 4.2.1 The hourly rate of wages for casual employees shall be calculated by dividing the appropriate weekly wage by 38, plus a loading of 25%:

Provided that casuals shall not be worked more than 20 hours per week except where replacing a permanent employee on leave.

- 4.2.2 Except as otherwise specifically provided for in this Award a Casual Employee shall be provided with a minimum payment of 3 hours for each engagement.

### **4.3 Anti-discrimination**

- 4.3.1 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 the above attributes;
- (b) Sexual harassment; and
- (c) Racial and religious vilification.

4.3.2 Accordingly in fulfilling their obligations under the disputes avoidance procedure in clause 3.1, the parties to the Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.3.3 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.

4.3.4 Nothing in clause 4.3 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.

#### **4.4 Termination of employment**

##### *4.4.1 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.

##### *4.4.2 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 clause 4.4.2 (a), 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 clause 4.4 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.

##### *4.4.3 Notice of termination by employee*

The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.4.2.

#### 4.4.4 *Time off during notice period*

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

## **4.5 Introduction of changes**

### 4.5.1 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.

### 4.5.2 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 alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.5.1.
- (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 an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

## **4.6 Redundancy**

### 4.6.1 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 4.6.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects 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 an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

#### 4.6.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.6.1 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 4.4.
- (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.

#### 4.6.3 *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 4.6.3, "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.

#### 4.6.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.6.1, 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.

#### 4.6.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.6.1, 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.

#### 4.6.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.1.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.6.1(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.

#### 4.6.7 *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.

#### 4.6.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.6.1(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.

#### 4.6.9 *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.

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

Clause 4.6 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.

#### 4.6.11 *Employees exempted*

Clause 4.6 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.

#### 4.6.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.6 shall not apply to an employer that employs 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.

#### 4.6.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.6.6 are not applicable where a business is before or after the date of the insertion of clause 4.6 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 transferee which recognises the period of continuous service which the employee had with the transferor, and any prior transferor, to be continuous service of the employee with the transferee; or
- (ii) where the employee rejects an offer of employment with the transferee:
  - (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 transferor; and
  - (B) which recognises the period of continuous service which the employee had with the transferor and any prior transferor to be continuous service of the employee with the transferee.

(b) The Commission may amend clause 4.6.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.6.14 *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.

### **4.7 Mixed functions**

4.7.1 An Employee who is required to perform work on any day for which a higher rate of pay is prescribed in clause 5.2, and which is approved by the employer, shall be paid as follows:

- (a) If more than 4 hours on any day the higher rate for the whole of such day shall apply.
- (b) If 4 hours or less then a minimum payment of the higher rate for 4 hours shall apply.

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

### **5.1 Definitions of classifications**

#### 5.1.1 *Tuckshop employee definitions of classifications*

- (a) 'Assistant' means any person appointed by an Association to provide assistance under direction, towards the retailing operations of an Association.
- (b) 'Convenor' means any person appointed by an Association to co-ordinate that Association's retail operations, including the operation of a tuckshop or a textbook or uniform sale and/or hire shop. That person shall be accountable to the Association.
- (c) 'Convenor, Partially Unpaid' means an employee who is employed under the arrangements described in clause 2.2.
- (d) 'Senior Convenor Partially Unpaid' means a person appointed by an Association to co-ordinate and manage an Association's retail operations in an exempted school who has an AQF qualification of at least Certificate III in food processing or a related area.
- (e) 'Managing Convenor' means a person appointed by an Association to co-ordinate and manage an Association's retail operation in a school with 600 or more students or a Convenor who has an AQF qualification of at least Certificate III in food processing or a related area.
- (f) 'Senior Managing Convenor' means a person appointed by an Association to co-ordinate and manage an Association's retail operations in a school with 600 or more students who has an AQF qualification of at least Certificate III in food processing or a related area.

#### 5.1.2 *P&C Administration Assistant definition of classification*

'P&C Administration Assistant' includes any person employed by a Parents and Citizens Association principally in the pursuit or vocation of writing, engrossing, typing or calculating, whether by ordinary means or by means of any process calculated to achieve a like result, and/or in invoicing, billing, charging, checking, or otherwise dealing with records, writings, correspondence, books and accounts.

#### 5.1.3 *P&C Operations Manager definition of classification structure*

'P&C Operations Manager' includes any person employed by a Parents and Citizens Association principally to manage all P&C business operations including but not be limited to retail and general operations. The duties would include but not be limited to staffing rosters, ordering, invoicing, billing, charging, checking or otherwise dealing with records, writing, correspondence, books, accounts liaison with volunteers.

- (a) 'Classification criteria' are guidelines to determine the appropriate classification level under this Award and consist of characteristics and typical duties/skills.
- (i) The characteristics are the principal or primary guide to classification as they are designed to indicate the level of basic knowledge, a comprehension of issues, problems and procedures required and the level of responsibility/accountability of the position. The totality of the characteristics must be read as a whole to obtain a clear understanding of the essential features of any particular level and the competency required.
- (ii) The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended within the particular level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own. Employees at any particular level may perform/utilise one such duty/skill, or many of them, depending on the particular work allocated.
- (iii) The key issue to be looked at in properly classifying an employee is the level of initiative, responsibility/accountability, competency and skill that the employee is required to exercise in the work the employee performs within the parameters of the characteristics and not the duties the employee performs *per se*. It will be noted that some typical indicative duties/skills appear at only one level, whereas others appear in more than one level with little apparent differentiation. However, when assigning a classification to an employee, or when reclassifying an employee, this needs to be done by reference to the specific characteristics of the level
- (iv) Level 1 in this structure is to be viewed as the level at which employees have the competency in the basic clerical skills required by the employer, which in many cases would lead to progress through the classification structure as their competency and skills are increased and utilised.
- (v) Classification criteria - in the event that there is a claim for reclassification by an employee to a higher level under this structure on the ground that the employee's duties and responsibilities are reflected within the classification criteria for that level, the grievance and dispute settling procedure (clause 3.1) shall be followed.

5.1.4 *P&C Operations Manager classification levels* - All employees under this classification shall be classified in one of the following levels:

(a) Level 1

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

(i) Characteristics

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

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

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

They exercise initiative, discretion and judgement regularly in the performance of their duties. They are able to train employees in P&C administration offices by personal instruction and demonstration.

(ii) 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 Administration Officer, which may include the following:

- attend executive/organisational meetings and take minutes;
- establish and/or maintain current working and personal filing systems for executive;

- answer executive correspondence from verbal or handwritten instructions;
- responsibility for the preparation of financial/tax schedules;
- calculation of costings and/or wage and salary requirements;
- completion of personnel/payroll data for authorisation;
- reconciliation of accounts to balance.

Advise on/provide information on one or more of the following:

- employment conditions;
- workers' compensation procedures and regulations;
- superannuation entitlements, procedures and regulations.

Apply computer software packages utilising clerical skills at a level higher than at Administration Assistant.

(b) Level 2

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

(i) Characteristics

Employees at this level are subject to broad guidance or direction and would report to the P&C Executive Committee as required.

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

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

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

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

(ii) 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 organisation's objectives, performance, projected areas of growth, product trends and general industry conditions for the purposes of assisting in developing policy or new products and services to meet changing market needs or other circumstances.

Application of computer software packages including evaluating and determining optimum software solutions or the integration of complex word processing/data/graphics text.

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

- account/financial;
- staffing;
- legislative requirements;
- other significant company activities/operations.

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

Executive Secretary/Executive Assistant who performs a broad range of executive support functions with minimal direction or supervision.

(c) Level 3

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

(i) Characteristics

Employees at this level will work in conjunction with the P&C Executive and would report to the P&C Executive Committee as required.

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

They are responsible and accountable for their own work and may have responsibility for the work under their control or supervision in terms of, *inter alia*, all facets of management, accountabilities and responsibilities with the enterprises. The employee will effectively manage all business units under the control of the P&C Association including all management functions such as finances, purchasing, reporting and staffing requirements and recommendations.

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

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

(ii) Typical duties/skills

Indicative typical duties and skills in this level may include:

Manages and is responsible for a complex and diverse payroll system.

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

Application of specialised computer software packages, e.g. payroll, including evaluating and determining optimum software solutions or the integration of complex word processing/data/graphics text.

Prepares internal and external reports for P&C management in any or all of the following areas:

- account/financial;
- staffing;
- legislative requirements and obligations;
- workplace health and safety audits;
- other significant association activities/operations.

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

5.1.5 Progression for P&C Operations Manager shall move from Level 1 to Level 2 after 12 months' service (1976 hours) or in respect to part-time 12 months' service and a minimum of 1200 hours.

Progression to Level 3 will be appointment only.

## 5.2 Wages

5.2.1 The minimum rates of wages to be paid to the undermentioned classes of employees shall be as follows:

Classification	Per week \$
(a) Tuckshop employees) Assistant) Convenor)	
Convenor, Partially Unpaid)	669.20

Classification	Per week \$
Senior Convenor, Partially Unpaid) Managing Convenor)	679.40
Senior Managing Convenor	705.20
(b) P&C Administration Assistants	
Year 1	705.20
Year 2	735.40
(c) P&C Operations Manager	
Level 1	798.00
Level 2	811.00
Level 3	861.70

5.2.2 Employees who are required to supervise other employees shall receive, in addition to the wage rates prescribed by clause 5.2, a weekly allowance of \$13.10 or a *pro rata* daily amount if applicable.

5.2.3 The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2011 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, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

#### 5.2.4 *Junior rates*

The junior rates prescribed in clause 5.2.4 shall apply to the positions of Assistants.

Junior employees	% of appropriate adult rate
Under 17 years of age	50
17 and under 18 years of age	55
18 and under 19 years of age	65
19 and under 20 years of age	75
20 years of age	85

Calculation of rates - The rates of pay applying to junior employees shall be calculated in multiples of 10 cents, with any result of 5 cents or more being adjusted to the highest 10 cent multiple.

### 5.3 Allowances

5.3.1 *First aid allowance* - An employee who is appointed and whilst engaged to act as first aid attendant shall be paid, in addition to the wages prescribed in clause 5.2, the following allowance:

	\$
Full time employees	14.20per week
Part time and casual employees	2.81per day

### 5.4 Payment of wages

5.4.1 Wages and overtime shall be paid weekly. Such payment shall be made on the same day of each week. Payment may be made by cash, cheque, or electronic funds transfer (EFT):

Provided such payment to casual employees shall be on the basis of actual hours worked in each week:

Provided further such payment to weekly and part-time employees may relate to the average number of ordinary hours in accordance with a roster system:

Provided that the employer shall stipulate the completion date for each pay cycle which shall be the same day for each pay cycle.

Provided further that where the employer elects to pay by EFT payment to employees for work performed during such pay cycle shall be made not later than 3 working days after the completion of the stipulated pay cycle.

- 5.4.2 Payment in cash or cheque shall be made not later than 2 working days after the completion of the pay cycle.
- 5.4.3 An Employer may elect to convert to a fortnightly payment system either by paying one week in advance or, at the election of an existing employee, to a fortnightly pay without one week in advance. If the employee does not so elect the first fortnightly pay thereafter shall include one weeks pay in advance, with that additional weeks pay able to be phased out progressively over a maximum period of 5 months, at the rate of one day after each completed month.
- 5.4.4 Employers shall have the authority to deduct from any monies due to the employee, any outstanding pre-payments, in circumstances where for any reason an employment relationship is terminated in the interim.
- 5.4.5 An Employer shall not charge a sum against, nor deduct any sum from the wages of an employee in respect of any shortage in the amount charged by an employee, or in respect of an employee giving too much change, or (except in the case of wilful destruction) in respect of any breakage's by an employee.

## **5.5 Superannuation**

5.5.1 The employer will contribute on behalf of each eligible employee at the end of each accounting month at the following percentage of ordinary time earnings as required by the Superannuation Guarantee (Administration) Act 1992:

- From 1 July 2002 9%

5.5.2 *Approved funds* - For the purpose of this Award an Approved Fund shall be:

- (a) The Queensland Independent Education and Care Superannuation Trust (QIEC);
- (b) The Retail Employees Superannuation Trust (REST);
- (c) Australian Enterprise Superannuation (AES) (for contributors as of the date of the making of this Award).

5.5.3 The employer must make payments when an employee earns more than \$450 ordinary time earnings per calendar month as required by the Commonwealth Legislation.

5.5.4 *Record keeping* - The employer shall be required to maintain records of time worked for the purposes of establishing the employee's entitlement to occupational superannuation, and or payments made to the approved fund in similar form to time and wages records required to be kept in accordance with section 366 of the Act, and shall have such records available for inspection by an Industrial Inspector or officer of the Union, authorised pursuant to section 373 of that Act.

## **5.6 Salary sacrifice**

5.6.1 An employee will be entitled to salary sacrifice a portion of their salary to any benefit which does not attract a fringe benefit tax liability.

5.6.2 Where a salary sacrifice arrangement is entered into it will be recorded in writing.

5.6.3 Where such an arrangement is entered into, the employee's total salary shall be reduced by an amount equivalent to that nominated in the arrangement.

5.6.4 The employee's salary used to calculate superannuation contributions, leave loading, annual leave or vacation entitlements, long service leave, severance and termination payment entitlements, will be the gross base salary as per clause 5.2.1 the employee would receive if not taking part in the salary packaging arrangement.

5.6.5 Salary packaging arrangements may be altered once per annum.

5.6.6 The employer reserves the right to outsource the administration of salary packaging arrangements to a provider appointed by the employer.

5.6.7 The employer will meet the cost associated with salary sacrifice to superannuation.

5.6.8 The employee may be required to meet the cost of salary sacrifice arrangements to benefits other than superannuation.

- 5.6.9 Before entering into a salary sacrifice arrangement, it is necessary for the employee to seek advice from a licensed financial advisor prior to the undertaking of the salary sacrifice.

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

### **6.1 Hours and meal breaks**

- 6.1.1 The ordinary hours of each employee shall be worked so that the maximum number of hours that shall constitute an ordinary week's work shall not exceed on average 38 per week for not more than 42 weeks per year within term time or as otherwise agreed by written mutual agreement.

Provided that term may be extended by up to one week for the purpose of preparation or closing of a retail outlet.

Provided further that broken shifts shall not be worked.

- 6.1.2 The ordinary hours shall not exceed 8 1/2 on any one day (exclusive of meal hours).
- 6.1.3 The ordinary daily working hours shall be worked continuously without a break except for meal breaks between 6.00 a.m. and 12 midnight each day.
- 6.1.4 No employee shall be required to work longer than 5 hours without a meal break and no employee shall be required to take more than one hour or less than 30 minutes in one continuous period for each midday meal break:
- 6.1.5 Meal breaks shall be taken between the 3rd and 6th hour of engagement upon agreement between the employer and the employee.
- 6.1.6 All time worked on a Sunday by any employee shall be paid for at the rate of double time with a minimum of 2 hours.
- 6.1.7 All time worked on a Saturday by any employee shall be paid for at the rate of time and a quarter.

### **6.2 Rest pauses**

- 6.2.1 *All Employees* - Weekly, part-time and casual employees who work a minimum of 4 consecutive ordinary hours, but less than 7.6 consecutive ordinary hours on any one day shall receive a rest pause of 10 minutes' duration. Employees who work a minimum of 7.6 consecutive ordinary hours (excluding the meal break) on any one day shall receive a rest pause of 10 minutes' duration in the first half and the second half of the period worked.
- 6.2.2 Rest pauses shall be taken in the employer's time.
- 6.2.3 Rest pauses shall be taken at times to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity, in the opinion of the employer, is necessary.

### **6.3 Overtime**

- 6.3.1 All time worked in excess of the ordinary weekly working hours, or outside the time specified in clause 6.1, or outside the hours specified in the employee's roster, shall be deemed overtime and paid for at the rate of time and a-half for the first 3 hours and double time thereafter:

Provided that any time required to be worked by a casual employee in excess of 8 hours on any day shall be deemed overtime and shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter.

- 6.3.2 In the event of an employee being required to work overtime the employee shall be given notice by the employer before closing time on the day previous to the day on which the employee is required to commence such overtime work. If notice is not given, and the overtime is of one hour's duration or longer, the employee shall be paid a meal allowance of \$10.00. Alternatively the employer may provide to the employee a meal of adequate quantity and quality:
- 6.3.3 On termination of employment an employee shall be entitled to be paid, as overtime, any time in excess of 38 hours per week where the appropriate roster cycle has not been completed.
- 6.3.4 Subject to mutual agreement in writing between the employee and employer, an employee may be compensated for working overtime in lieu of payment, by being allowed time off equivalent to the prescribed penalty rate.

Such time off shall be allowed and taken within 28 days or paid out at the end of each school term or other time, not exceeding 12 months of the overtime being worked, otherwise mutually agreed in writing between the employer and employee.

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

### **7.1 Annual leave**

7.1.1 Every employee (other than a casual employee) covered by this Award shall at the end of each year of their employment be entitled to annual leave on full pay of 4 weeks. The entitlement is *pro rata* for part-time employees.

The accrual rate for full-time employees for annual leave is 152 hours per annum (i.e., 4 weeks' annual leave per annum on a 38 hour week basis).

Unless otherwise mutually agreed, annual leave accrued shall be taken outside of term time during the Christmas vacation.

7.1.2 *Leave debits* - Leave debits will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

7.1.3 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.7) shall be paid for by the employer in advance:

(a) In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Award at the excess rate; and

(b) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.

7.1.4 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due to the employee, the employee's pay, calculated in accordance with clause 7.1.7, for 4 weeks and also the employee's ordinary hours pay for any public holiday occurring during such period of 4 weeks.

7.1.5 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due to the employee, an amount equal to 1/12th of the employee's pay for the period of the employee's employment, calculated in accordance with clause 7.1.7.

7.1.6 If any holidays mentioned in clause 7.6 shall occur during such annual leave, then the period of annual leave shall be extended by one day for each holiday so occurring, except when such holiday is observed as a-half holiday in which case the period of annual leave shall be extended by one-half day.

#### *7.1.7 Calculation of annual leave pay*

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

(a) All employees - Subject to the provisions of clause 7.1.7(b), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:

- (i) The employee's ordinary wage rate as prescribed by the Award for the period of the annual leave;
- (ii) a further amount calculated at the rate of 17.5% of the amounts referred to in clause 7.1.2(a)(i).

(b) The provisions of clause 7.1.7(a) shall not apply to the following:

- (i) Any period or periods of annual leave exceeding 4 weeks;
- (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, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer:

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

- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave after 6 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

#### 7.2.2 Employee must give notice

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

#### 7.2.3 Evidence supporting a claim

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

#### 7.2.4 Accumulated sick leave

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

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

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

#### 7.2.5 Workers' compensation

When 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 shall, on the death of a member of their immediate 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 Casual employees

A 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.

#### 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 step-child or an "ex-nuptial child), parent, grand-parent, grand-child or sibling of the employee or spouse of the employee.

7.3.4 A permanent 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**

7.4.1 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 to 57 of the Act as amended from time to time.

## **7.5 Family leave**

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

7.5.1 It is to be noted that:

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

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

- (a) Maternity leave
- (b) Parental leave
- (c) Adoption leave
- (d) Special responsibility leave for the care and support of the employee's immediate family or household.

## **7.6 Public holidays**

7.6.1 All employees will be entitled to a day off, without deduction of pay, where the employee would ordinarily be rostered to work one of the following public holidays and is not required to perform any duties on that public holiday:

- New Years day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- ANZAC Day
- The Birthday of the Sovereign
- Labour day
- Christmas Day
- Boxing Day
- Exhibition Day or the appropriate regional Show day
- Any additional days gazetted as public holidays, which have not already been listed above; and
- Any ordinary working day, agreed between the employer and the employee to be treated as Show Holiday in a District in which a holiday has not been appointed.

7.6.2 Any employee who works on a public holiday will be paid for a minimum period of 4 hours.

7.6.3 All full-time and part-time employees will be paid 250% of the part-time hourly rate for all hours worked on a public holiday. All casual employees will be paid 250% of the casual rate for all time worked on a public holiday.

7.6.4 If there is a substituted day gazetted or proclaimed for a particular public holiday, the following will apply:

- (a) If an employee is ordinarily rostered to work on the actual public holiday and the substituted day, then that employee shall elect which day is to be their public holiday and receive the standard public holiday benefits for that day. The other day shall then be worked as a normal rostered day, without payment of any additional loadings unless the actual public holiday is 25 December. In this case an employee will be entitled to receive a loading of one half of an ordinary day's wages for working on that day.
- (b) An employee who is rostered to work the substituted day and not the actual public holiday will receive public holiday loadings for work done on the substituted day. In this case, the employee will not receive any additional pay in relation to the actual public holiday.
- (c) An employee who is required to work on either the actual public holiday or substituted day shall observe the day on which the employee is rostered to work as the public holiday.

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

- (a) an additional day's wages; or
- (b) an additional day's annual leave; or
- (c) another day off with pay within 28 days after the holiday falls or during the week prior to the holiday; or
- (d) an additional day's wages if the employer and the employee are unable to reach agreement on one of the above three options:

Provided that, a part-time employee will also be entitled to the benefits of clause 7.6.5 if the public holiday falls on a day on which the employee works in any week of their roster cycle.

7.6.6 A part-time employee whose normal roster includes a public holiday shall either be paid for the ordinary hours that would ordinarily have been worked on that day, or shall receive the appropriate public holiday rate for all work done on that day.

7.6.7 If a full-time or part-time employee:

- (a) is stood down by an employer during December;
- (b) is re-employed by the employer before the end of the next January; and
- (c) was employed by the employer for a continuous period of at least 2 weeks immediately before being stood down then the employer must pay the employee at the ordinary rate payable to the employee, immediately before the stand down for the Christmas Day, Boxing Day and New Years Day public holidays between the stand down and the re-employment.

## **7.7 Jury service**

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) "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 Allowance for use of private vehicle**

When with the approval of the employer, an employee uses the employee's private vehicle for business purposes; the employee shall receive an allowance of 50 cents per kilometre.

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

### **9.1 Objective**

9.1.1 The objective of Part 9 is to provide the form and substance of the conditions of employment including rates of pay to the persons engaged under the traineeship System. The purpose is to enhance the skill levels and future employment prospects.

## 9.2 Engagement and training conditions

- 9.2.1 The engagement of a trainee shall not cause the displacement of a full-time employee. Nothing contained in clause 9.2 shall be interpreted so as to prevent the recruitment of junior employees by other methods.
- 9.2.2 Where possible trainees will be engaged in addition to the numbers required by an employer to meet the workload of the section in which they are to be trained and generally be supervised by employees normally engaged in the work.
- 9.2.3 A trainee shall undertake the approved on and off the job training course or program prescribed in the relevant training agreement or as notified to the trainee by the Department of Training and Industrial Relations.
- 9.2.4 The employer shall provide a level of supervision in accordance with the approved training plan during the traineeship period.
- 9.2.5 The overall training program will be monitored by officers of the Department of Training and Industrial Relations and/or other approved training organisation and training record books may be utilised as part of this monitoring process.
- 9.2.6 A traineeship shall not commence until the relevant Traineeship Agreement has been signed by the employer and trainee and lodged for registration with the Training Recognition Council.

## 9.3 Employment conditions

- 9.3.1 The trainee shall be engaged for a period of 12 months as a full-time or part-time employee provided that the trainee may be subject to the satisfactory probationary period of up to one month.
- 9.3.2 The trainee is permitted to be absent from work without loss of continuity of employment to attend the off the job training in accordance with the training agreement.
- 9.3.3 Where the employment of a trainee by the employer is continued after the completion of traineeship period, such traineeship period shall be counted as service for all purposes of the Award and for all leave entitlements including long service leave.
- 9.3.4 Trainees shall not work shift work or overtime unless it is necessary to enable the requirements of the training plan to be effected.
- 9.3.5 Trainees shall be exempt from industrial action with respect to disputes.
- 9.3.6 Except as specifically provided in clause 9.3, all other conditions prescribed by this Award shall apply to trainees.
- 9.3.7 Wage rates for Trainees are as prescribed by the Retail Industry Award - State from time to time.

## 9.4 Wages - traineeships

### 9.4.1 Traineeships Level 1 and Level 2 (AQF 2 outcome)

School Leaver	Highest Year of Schooling Completed		
	Year 10	Year 11	Year 12
	\$	\$	\$
	205.00(50%)*	256.00(33%)*	
	240.00(33%)	291.00(25%)	335.00
Plus 1 year out of school	291.00	335.00	386.00
Plus 2 years out of school	335.00	386.00	454.00
Plus 3 years out of school	386.00	454.00	519.00
Plus 4 years out of school	454.00	519.00	
5 years or more out of school	519.00		

### 9.4.2 Traineeships Level 3 (AQF 3 outcome)

School Leaver	Highest Year of Schooling Completed		
	Year 10	Year 11	Year 12
	\$	\$	\$
	205.00(50%)*	255.00(33%)*	
	240.00(33%)	289.00(25%)	345.00
plus 1 year out of school	286.00	345.00	401.00

plus 2 years out of school	345.00	401.00	468.00
plus 3 years out of school	401.00	468.00	537.00
plus 4 years out of school	468.00	537.00	
5 years or more out of school	537.00		

\* Percentage of time spent in off-the-job training.

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

### **10.1 Commitment**

The employers bound by this Award will maintain a safe and healthy workplace consistent with their obligations under the *Workplace Health and Safety Act 1995*.

### **10.2 Protective clothing**

Every employer shall provide and maintain for the use of employees at the expense of the employer, protective clothing in the form of aprons, and gloves suitable for handling hot items and for cleaning utensils.

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

### **Preamble**

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

### **11.1 Right of entry**

#### **11.1.1 Authorised industrial officer**

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

#### **11.1.2 Entry procedure**

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

#### **11.1.3 Inspection of records**

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
  - (i) is ineligible to become a member of the Union; or
  - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or

(iii) has made a written request to the employer that they do not want their record inspected.

- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

#### **11.1.4 Discussions with employees**

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

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

#### **11.1.5 Conduct**

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

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

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

### **11.3 Posting of Award**

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

### **11.4 Union encouragement**

11.4.1 For the purposes of clause 11.4, all Associations of schools situated in the Southern Division and in the Local Government areas of the Cities of Rockhampton and Gladstone, recognise the Shop Distributive and Allied Employees Association (Queensland Branch) Union of Employees as a Union which is entitled to represent employees covered by this Award.

11.4.2 For the purposes of clause 11.4, all Associations of schools situated in the Central Division, other than in the Local Government areas of the Cities of Rockhampton and Gladstone, and in the Mackay and Northern Divisions, recognise The Australian Workers' Union of Employees, Queensland as a Union which is entitled to represent employees covered by this Award:

Provided that the representation to which clauses 11.4.1 and 11.4.2 refer extends to all terms and conditions of employment, whether those terms and conditions are subject to this Award or not.

11.4.3 For the purpose of clause 11.4, all Associations of Schools situated in Queensland recognise the Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees which are entitled to represent P&C Administration Assistants and P&C Operations Managers and the Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees which are entitled to represent P&C Administration Assistants and P&C Operations Managers.

11.4.4 It is the policy of the Childrens Services Employers Association Queensland Union of Employers and Queensland Council of Parents and Citizens Associations that employers shall strongly recommend that all employees covered by this Award join the appropriate Union as delineated in clauses 11.4.1 and 11.4.2. This includes positively promoting Union membership at point of engagement and strongly recommending that all employees remain Union members.

11.4.5 All new employees covered by this Award shall upon engagement be given an application form to join the appropriate Union and any appropriate literature provided by the Union.

11.4.6 All employers will upon authorisation by the employee deduct membership dues as levied by the Shop, Distributive and Allied Employees Association (Queensland Branch) Union of Employees and/or The Australian Workers' Union of Employees, Queensland and/or Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees (in respect to P&C Administration Assistants and P&C Operations Managers) and/or the Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees (in respect to P&C Administration Assistants and P&C Operations Managers) from the pay of employees who are members of the relevant Union. Monies thus collected will be forwarded to the relevant Union at the beginning of each month together with all the relevant information to enable the reconciliation and crediting of subscriptions to members' accounts.

Dated 4 February 2004.

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

Operative Date: 9 February 2004