

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**PHYSIOTHERAPISTS' AWARD - STATE 2003**

Pursuant to s. 698 of the *Industrial Relations Act 1999* Physiotherapists' 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 Physiotherapists' Award - State 2003 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill  
Industrial Registrar

**PHYSIOTHERAPISTS' AWARD - STATE 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Physiotherapists' Award - State 2003.

**1.2 Arrangement**

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### **1.3 Award coverage**

This Award shall apply to all employees engaged in the work of Physiotherapy in the State of Queensland with the exception of those employees who are either employees of the Government of Queensland or any District Health Service.

### **1.4 Area of operation**

For the purposes of this Award, the Divisions and Districts are as follows:

#### *1.4.1 Divisions*

Northern Division - That portion of the State along or north of a line commencing at the junction of the sea coast with the 21st parallel of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees 30 minutes of south latitude; then from that latitude due west to the western border of the State.

Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees of south latitude; then from that latitude due east to the sea coast; then from the sea-coast northerly to the point of commencement.

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

#### 1.4.2 Districts

##### (a) Northern Division:

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

Western District - The remainder of the Northern Division.

##### (b) Southern Division:

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

Western District - The remainder of the Southern Division.

### 1.5 Date of operation

This Award takes effect from 2 June 2003.

### 1.6 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.3 and their employers, and the Union and its members.

### 1.7 Definitions

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

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

1.7.3 "Commission" means the Queensland Industrial Relations Commission.

1.7.4 "Generic Level Statement" means a broad, concise statement of duties, skills and responsibilities of a given Classification Level.

1.7.5 "Increment" means for all employees an increase in salary from one Paypoint to the next Paypoint.

1.7.6 "Paypoint" means the specific rate of remuneration payable to employees within a Classification Level.

1.7.7 "Physiotherapy" means the use by external application to the human body of manipulation, remedial exercises, electricity, heat or light for the purpose of curing or alleviating any abnormal condition of the body, or the use for such purpose of any other method of treatment that may be recognised by the Physiotherapists' Board of Queensland constituted under the *Physiotherapists Registration Act 2001* or an approved method of performing massage, but does not include the internal use of any drug or medicine or the application of any medical or surgical appliance except so far as the application of such appliance is necessary in the use as aforesaid of manipulation, remedial exercises, electricity, heat, light or other approved methods.

1.7.8 "Union" means The Queensland Public Sector Union of Employees.

### 1.8 Leave reserved

1.8.1 The Union, reserves its right to pursue the inclusion of higher levels in the salary classification stream.

1.8.2 The Queensland Chamber of Commerce and Industry Limited, Union of Employers and other employer representatives reserve their right to pursue amendment to clause 5.1.4 (Movement beyond Classification Level A/PO2).

## 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.

## **2.2 Procedures to implement facilitative provisions**

- 2.2.1 Wherever facilitative provisions appear in this Award which allow for determination the conditions of employment by agreement between the employer and the majority of employees affected, the following procedures shall apply:
- (a) Facilitative Award provisions can be negotiated between management and employees who are directly affected by such proposals, except where a particular Award provision of this Award expressly provides otherwise.
  - (b) Facilitative Award provisions can only be implemented by agreement.
  - (c) In determining the outcome of facilitative provisions, neither party should unreasonably withhold agreement.
  - (d) Agreement with the majority of employees is defined as obtaining consent of greater than 50% of employees directly affected where there are 3 or more employees in the affected workplace, or with the individual employees in any other case.
  - (e) Where a provision refers to agreement by the majority of employees affected, all employees directly affected must be consulted as a group regarding the proposal before any agreement can be reached.
  - (f) Any agreement reached must be documented, and must incorporate a review period. A copy of this Agreement must be forwarded to the Union, where in accordance with the Award it is made directly with employees prior to implementation.
  - (g) Employees may be represented by their local Union delegate/s and shall have the right to be represented by their local Union official/s.

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

### **3.1 Grievance and dispute settling procedure**

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

- 3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of the Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.

- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

### **4.1 Employment categories**

- 4.1.1 An employee may be engaged as a full-time, part-time or casual employee.
- 4.1.2 The basis of the contract of employment shall be confirmed with each employee in writing at the time of the engagement. In the case of casual employees, such notification need only be supplied at the initial engagement and when that employee's employment status changes.
- 4.1.3 In the instance of part-time employees, such confirmation shall include the number of regular contracted ordinary hours of work.

### **4.2 Part-time employment**

- 4.2.1 The spread of ordinary working hours shall be worked as prescribed for a full-time employee, and shall be worked in accordance with a roster which may be amended from time to time to suit the exigencies of the establishment after consultation with the employee concerned.
- 4.2.2 The ordinary daily working hours shall be worked continuously, excluding meal breaks and shall be not less than 2 hours or more than 8 hours on any one day unless as otherwise agreed as per clause 6.1.7 for full-time employees:

Provided always that working hours of a part-time employee shall be less per week than a full-time employee.

- 4.2.3 Part-time employees shall be paid at the rate of 1/76th of the fortnightly rate of salary prescribed for the appropriate classification per hour with a minimum payment as for 2 hours on any one engagement when work is performed. Such employees shall be further entitled to uniform allowances applicable pursuant to clause 5.4.2, based *pro rata* on the number of hours worked in relation to the ordinary hours of a full-time employee.
- 4.2.4 Annual Increments shall be payable to part-time employees under the same provisions as applicable to full-time employees:
- Provided that Increments of salary will become due when the part-time employee has completed the equivalent of 1976 hours of full-time service, or has received payment for 1976 hours, including annual, sick, bereavement and other paid leave.
- 4.2.5 Part-time employees are entitled to any allowances applicable based *pro rata* on the number of hours worked in relation to the ordinary hours of a full-time employee.
- 4.2.6 Part-time employees are entitled to overtime in accordance with clause 6.4 (Overtime).
- 4.2.7 Part-time employees are entitled to the holiday provisions of clause 7.6 (Public holidays).
- 4.2.8 A part-time employee who is usually rostered to work on a day of the week on which a public holiday falls and who is not required to work on that day, shall be paid for the hours which would otherwise have been worked on that day.

4.2.9 Part-time employees shall be entitled to annual leave in accordance with clause 7.1 (Annual leave):

Provided that "full pay" shall be calculated in the same proportion as the average number of hours worked per week during the employee's year of employment bears to the ordinary hours of a full-time employee.

4.2.10 Where a part-time employee has accumulated an entitlement to sick leave in accordance with clause 7.2 (Sick leave), payment for sick leave shall be based upon the number of hours that the employee would otherwise have worked on the day or days when such leave is taken.

### **4.3 Casual employment**

4.3.1 A casual employee is an employee who is engaged and paid as such, who is not regularly employed as a part-time employee and who is engaged to work on an hourly basis for less than the ordinary weekly hours of a full-time employee.

4.3.2 Casual employees shall be paid 25% in addition to the prescribed minimum rate for the appropriate Classification Level.

4.3.3 Casuals shall be excluded from the provisions of clause 5.4.2 (Uniforms) as the 25% loading incorporates a component for uniforms.

### **4.4 Anti-discrimination**

4.4.1 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.

4.4.2 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.

4.4.3 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.

4.4.4 Nothing in clause 4.4 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.

### **4.5 Termination of employment**

#### *4.5.1 Statement of employment*

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

#### *4.5.2 Termination by employer*

(a) In order to terminate the employment of an employee the employer shall give 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 4.5.2(a), employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, 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 ordinary time rate of pay for the employee concerned shall be used.
- (e) The period of notice in clause 4.5.2 shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.

#### 4.5.3 *Notice of termination by employee*

The notice of termination required to be given by an employee is one week. If an employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate for the period of notice.

#### 4.5.4 *Annual leave*

Annual leave or part thereof cannot be counted as notice of termination by either party.

### **4.6 Introduction of changes**

#### 4.6.1 *Employer's duty to notify*

- (a) Where an employer has made a definite decision to introduce major 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 their Union.
- (b) "Significant effects" include 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 this Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

#### 4.6.2 *Employer's duty to discuss change*

- (a) The employer shall discuss with the employees affected and their Union, *inter alia*, the introduction of the changes referred to, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 4.6.1.
- (c) For the purpose of such discussion, the employer shall provide in writing to the employees concerned and their Union, 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 inimical to the employer's interests.

### **4.7 Redundancy**

#### 4.7.1 *Discussions before terminations*

- (a) Where an employer has made a definite decision 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 hold discussions with the employees directly affected and, where relevant, their Union.

- (b) The discussions shall take place as soon as it is practicable after the employer has made a definite decision which will invoke clause 4.7.1, and shall cover *inter alia*, the reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to avert or mitigate the adverse effects of any terminations of the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

#### 4.7.2 *Transfer to lower paid duties*

Where an employee is transferred to other duties for reasons set out in clause 4.7.1, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to, pursuant to clause 4.5.2, if their employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate of pay for the number of weeks of notice still owing.

#### 4.7.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of this Award, transmitted from an employer (the "transmittor") to another employer (the "transmittee"), and an employee who at the time of such transmission was an employee of the transmittor of the business becomes an employee of the transmittee:
  - (i) The continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) The period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) "Business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

#### 4.7.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.7.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of 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.

#### 4.7.5 *Notice to Centrelink*

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

#### 4.7.6 *Severance pay*

In addition to the period of notice prescribed for ordinary termination in clause 4.5.2, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.7.1 shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay
1 year or less	nil
1 year and up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay



4 years and over

8 weeks' pay

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

#### 4.7.7 *Superannuation benefits*

Subject to further order of the Commission where an employee who is terminated receives a benefit from a superannuation scheme, such employee shall only receive under clause 4.7.6 the difference between the severance pay specified in that clause and the amount of the superannuation benefit such employee receives which is attributable to employer contributions only. If this superannuation benefit is greater than the amount due under clause 4.7.6 then the employee shall receive no payment under that clause.

#### 4.7.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.7.1 may terminate such employment during the period of notice specified in clause 4.5.2, and, if so, shall be entitled to the same benefits and payments under clause 4.7 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.

#### 4.7.9 *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.

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

Clause 4.7 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.

#### 4.7.11 *Employees exempted*

Clause 4.7 shall not apply:

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

#### 4.7.12 *Employers exempted*

Subject to an order of the Commission, in a particular redundancy case, clause 4.7 shall not apply to employers who employ less than 15 people.

#### 4.7.13 *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.

### **4.8 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 structure**

#### 5.1.1 *Generic Level Statements* - Generic Level Statements for all levels are prescribed in clause 5.2.

These statements reflect the degree of complexity and responsibility of duties, skills and knowledge proceeding from the lowest to the highest Classification Levels. Their purpose is to determine the Classification Level appropriate to any packaging of duties.

5.1.2 *Assignment of Positions to Levels* - All positions at each workplace will be assigned to a level based on the comparability of the requirements for a particular job as established by the employer within a Generic Level Statement.

Disputes in relation to assignment to level shall be determined in accordance with the grievance handling procedure.

5.1.3 *Movement within Classification Levels* - Movement from one Classification Level Paypoint to another shall be made to any employee when -

- (a) in the case of a full-time employee such employee has received such salary for a period of 12 months;
- (b) in the case of a part-time and casual employee such employee has completed 1976 hours at that Paypoint.

5.1.4 *Movement beyond Classification Level A/PO2*

- (a) Except where a position is reclassified by reference to the Generic Level Statements, movement beyond level A/PO2 will be subject to the employee concerned having served at least 12 months on the maximum salary prescribed at any level.
- (b) Movement between Classification Levels will be based on:
  - (i) The reclassification of a position by the employer by reference to the Generic Level Statements; or
  - (ii) The employee demonstrating the skills outlined in the Prescribed Criteria for Movement in clause 5.1.5 or clause 5.1.6 and performing at the higher level as reflected in the Generic Level Statements and acknowledgment by the employer that the exercise of such skills enhances the professional care provided by the employing organisation.
- (c) An employee may make application for reclassification under clause 5.1.4(b)(ii). In determining whether the criteria prescribed in clause 5.1.4(b)(ii) have been satisfied, the employer should seek advice from a Physiotherapist senior to the applicant knowledgeable in the discipline or area of work of the applicant.

Failure to process such an application within 8 weeks of receipt by the employer shall constitute grounds for a grievance.

- (d) An appeal, in the event of an employee being aggrieved by either the established classification under clause 5.1.4(b)(i) or by failure to progress under clause 5.1.4(b)(ii) a grievance may be pursued via the grievance dispute settling procedure (clause 3.1).
- (e) An employee appointed to a position at a higher Classification Level shall be appointed to Paypoint one of that higher Classification Level.

5.1.5 *Prescribed criteria for movement to Level B/PO3* - Skills required by the employee who has made application will be assessed on the following criteria:

- (a) Demonstrated professional expertise in one or more areas of the discipline and relevant to the area of work shown by:
  - detailed knowledge of standard professional tasks;
  - examples of modifications to standard procedures and practices and contributions to the development of new techniques and methodologies; and/or
  - professional contribution relevant to the discipline at a local level.
- (b) Dedication to maintaining a high level of knowledge and communication of such knowledge for example through continuing and further education (either formal or informal) relevant courses and conferences, or awareness of current literature.
- (c) Evidence of recognition by peers, industry or other client groups as shown by one or more of the following -
  - original in-service presentations;
  - published papers or articles;
  - active involvement in conferences and seminars;
  - consultancies;
  - recognition as a resource person who collects, collates and imparts knowledge in a particular area;
  - preparation of significant internal reports;
  - taking a leading role in significant professional, industry or community groups relevant to the employer's organisational goals;
  - the extent to which the professional's work is accepted and applied by industry or client groups.

- (d) Demonstrated levels of performance and innovation and a history of satisfactory performance.
- (e) Demonstrated high levels of efficiency and effectiveness.
- (f) Demonstrated high level of responsibility and initiative.
- (g) Demonstrated skills at a higher level in a speciality area or demonstrated higher level of competency in a number of aspects within the professional discipline consistent with the Generic Level Statement for Level B/PO3.

The applicant should address all of the aforementioned criteria, although reclassification will be based on the employees meeting the majority of the same.

The applicant must also demonstrate that they possess the skills capable of performing work as described by Generic Level Statement for Level B/PO3.

5.1.6 *Prescribed criteria for movement to Level C/PO4* - Skills required by the employee who has made application will be assessed on the following criteria:

- (a) demonstrated high level of professional independence combined with competence derived from extensive experience and/or additional study;
- (b) high level of innovation and initiative in accomplishing objectives and/or undertaking projects of a complex or critical nature under limited direction;
- (c) meritorious professional achievement as shown by:
  - contribution to the profession at a workplace level; and/or
  - identifiable benefits to industry or client groups;
  - evidence of recognition of such contribution by peers, industry or client groups.

The applicant must demonstrate that they possess the skills capable of performing work described by the Generic Level Statement for Level C/PO4.

## 5.2 Generic level statements

5.2.1 Generic Level Statements are guidelines to determine the appropriate Classification Level under this Award and consist of characteristics and typical duties/skills.

The characteristics are the principle or primary guide to classification as they are designed to indicate the level of basic knowledge, level of responsibility/accountability and the level of initiative and degree of consultative/advice required of the position. The totality of the characteristics must be read as a whole to obtain a clear understanding of the essential features of any particular level and the competency required.

The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended with 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 of the particular work allocated.

The key issue to be looked at in properly classifying an employee is the level of initiative, responsibility, competency and skill that the employee is required to exercise in the work they perform within the parameters of the characteristics and not the duties the employee performs per se.

### 5.2.2 *Level A/PO2*

Positions at this level consist of employees with a minimum of a UG1 (Degree) qualification or agreed equivalent and who are identified as belonging to the generic groups listed in the definition statement.

Mandatory qualifications exist for entry to this level with an expectation of the application of professional knowledge gained through formal studies.

- (a) Characteristics of the work:
  - Positions at this level involve the delivery of basic professional services that are in support of employer objectives.
  - Work is initially performed with professional support by a more experienced professional, however, this support is expected to reduce as experience increases. It would be expected that employees at this level seek

professional guidance as necessary. Where this is not available within the organisation, the employee may seek to negotiate with the employer, financial support and time to obtain such guidance from outside the organisation.

- The solution of problems may require the exercise of professional judgment through the selection and application of procedures, methods and standards, and be supported by guidance from experienced professionals.
- Employees at this level may operate individually or as a member of a multi-disciplinary team within a work area.
- Positions at this level generally have no supervisory responsibilities although more experienced employees may assist new employees by providing guidance and advice.
- Additionally, knowledge of relevant basic practices and procedures is required. (Professional judgment may be exercised within prescribed areas). Guidance would be sought for specialised areas.
- Employees shall have obtained professional knowledge as indicated by successful completion of the appropriate 3 year undergraduate degree or diploma and be able to apply theoretical aspects of Physiotherapy to standard procedures or as a contribution to broader assignments.

(b) Duties and skills:

- Positions at this level may involve an employee in a range of activities including the analysis and interpretation of findings as they relate to the elements of the work. They could also include the preparation of reports incorporating recommendations on basic operations and specific client or service outcome reports.
- Employees at this level perform non-repetitive tasks, governed by established procedures, specific guidelines and standardised instructions.
- Employees will work in an ongoing way to maintain their own professional expertise and seeking to improve skills/duties.

### 5.2.3 Level B/PO3

(a) Characteristics of the work:

- This level usually requires professional expertise in one or more areas of Physiotherapy. Detailed knowledge of standard professional tasks is required with scope existing for exercising initiative in the application of established work practices and procedures.
- The degree of supervision received is variable depending on the assignment, project or work of the facility. Where practicable, work is usually performed under general guidance with the general quality of output monitored by superiors. However, the technical content of the work is not normally subject to direct supervision. It is expected that guidance would be sought in review work programs or on unusual features of an assignment.
- Employees are expected to exercise initiative in the application of professional practices either as a member (in some situations as leader) or as a specialist professional in multi-disciplinary teams or independently and may deputise for the professional head of a small work unit.
- At this level professional support and/or some supervisory responsibility of subordinate staff may be required. Employees at this level may have supervisory responsibilities for technical staff (non physiotherapist) if required, together with responsibilities for training and development of subordinate professional staff within their area of expertise.
- Supervisory responsibilities where they exist include on-the-job training, staff assessment and performance counselling in relation to subordinates for a specific task that the subordinate has requested support for the performance of, as well as provision of professional support in specialty areas to others in the discipline.

(b) Duties and skills:

- Work at this level requires the undertaking of more complex activities and the selection and application based on professional judgment of new and existing techniques and methodologies.
- Employees may carry out research under professional supervision and may be expected to contribute to the advances of the techniques used.

- Duties also include the responsibility for varied professional assignments, requiring knowledge of either a broad or specialist field. Problems would be addressed by the use of combinations of standard procedures and/or modifications of standard procedures.

Note: Employees will be required to progressively obtain greater specialised knowledge through post-graduate developmental experience through attendance at specialist seminars and achieve higher level of outcomes under reducing professional direction.

#### 5.2.4 Level C/PO4

##### (a) Characteristics of the work:

- Work at this level usually requires the exercise of professional independence combined with competence derived from extensive experience and/or additional study.
- High levels of initiative are required to be exhibited in accomplishing objectives and undertaking complex projects, which may be either on an individual basis as a recognised specialist, a professional practitioner with responsibilities for complex duties or as a senior specialist or leader in a multi-disciplinary team and may deputise for a professional head of a work unit.
- Work is performed with limited or no professional supervision. Professional guidance from superiors is only received from those aspects of work that involve new or sophisticated techniques or relate to areas outside the normal span of activity.
- Work at this level requires the development and provision of professional advice and consultancy services to other agencies, industry representatives and the public. The level of information provided and recommendations made influence the decisions of others, including superiors and peers, especially in the monitoring, development and delivery of programs.
- The general quality of advice given is monitored by superiors (if applicable) and is subject to professional standards.
- The application of knowledge obtained through post-graduate specialist qualifications or extensive recognised expertise is required for appointment to this level.
- Professional specialists at this level would undertake work with significant scope and/or complexity and/or undertake professional duties or an innovative, novel and/or critical nature without professional direction.
- The management of work groups may be a function of this level.
- Managerial responsibility may cover professional and related technical staff (non physiotherapist) and includes training of subordinate staff, co-ordination of work flow processes, responsibility for quality of output of the work unit, performance assessment and review, staff counselling, career planning and development, application of equal employment opportunity principles as well as implementing occupational health and safety guidelines and principles.

##### (b) Duties and skills:

- The duties undertaken at this level are of a complex and varied nature. They require detailed knowledge of the employer's operations combined with a specialist or very high level of practitioner knowledge of major activities in the work unit.
- Any standard professional task, (including problem definition, planning, execution, analysis and reporting) is expected to be performed by an employee of this level.
- Work at this level requires the ability to interpret legislation, regulations and other guideline material relating to the operations and functions of the work area.

### 5.3 Salaries

#### 5.3.1 The following scale of minimum award wages shall apply:

	Award Rate Per Fortnight \$
Grade I	

A/PO2(1)	1,527.40
A/PO2(2)	1,587.50
A/PO2(3)	1,647.50
A/PO2(4)	1,707.60
A/PO2(5)	1,763.70
A/PO2(6)	1,819.40

Grade II

B/PO3(1)	1,888.70
B/PO3(2)	1,932.90
B/PO3(3)	1,977.10
B/PO3(4)	2,021.30

C/PO4(1)	2,123.00
C/PO4(2)	2,166.20
C/PO4(3)	2,209.30
C/PO4(4)	2,252.50

Deputy-in-charge

*C/PO4(1)	2,123.00
C/PO4(2)	2,166.20
C/PO4(3)	2,209.30
C/PO4(4)	2,252.50

Physiotherapist-in-charge

+C/PO4(1)	2,123.00
C/PO4(2)	2,166.20
C/PO4(3)	2,209.30
C/PO4(4)	2,252.50

\* Should there be a Senior Physiotherapist in the workplace, a Deputy-in-charge would translate to C/PO4(2) in 3 equal instalments.

+ Should there be a Senior Physiotherapist and a Deputy-in-charge in the workplace, a Physiotherapist-in-charge would translate to C/PO4(3) in 3 equal instalments.

(a) Employees who hold a Physiotherapy qualification of less than 4 years shall be appointed to the minimum rate in Level A/PO2.

(b) Employees who hold a 4 year Physiotherapy qualification, shall be appointed to payment 2 in Level A/PO2.

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.

5.3.2 *Divisional and District parities*

Employees employed outside the Eastern District of the Southern Division shall be paid the following amounts in addition to the rates of wages prescribed by clause 5.3 (Salaries) hereof for employees employed within that District:

	Per annum \$
Northern Division, Eastern District	55.00
Northern Division, Western District	141.00
Mackay Division	47.00
Southern Division, Western District	42.00

## **5.4 Allowances**

5.4.1 *Split periods of duty* - Employees engaged on split periods of duty in which the ordinary hours of duty are subject to a break in continuity other than for meal breaks and rest pauses as provided by clause 6.5, shall be paid an allowance of \$11.14 per day for each day so worked.

5.4.2 *Uniforms* - Where uniforms are required to be worn by a full-time or part-time employee, the employer shall supply that employee with at least 6 suitable uniforms in the first year of service and at least 3 suitable uniforms in each succeeding year of service:

Provided that an employer who does not supply uniforms to an employee shall pay to the employee an allowance of \$168 per annum, to be paid on a *pro rata* basis each pay day.

Where such uniforms are laundered by the employer, the uniforms shall be laundered without charge to the employee. Where uniforms are not laundered by the employer, an allowance of \$1.95 per week shall be paid to the employee.

## **5.5 Occupational superannuation**

5.5.1 In addition to the rates of pay prescribed by clause 5.3 all employees shall be entitled to occupational superannuation provisions as prescribed in clause 5.5.

5.5.2 Definitions:

(a) The "Fund" means the Sunsuper Fund as well as any other occupational superannuation scheme approved in accordance with the Commonwealth Operational Standards for Occupational Superannuation Funds.

(b) "Contributory Wage" means the ordinary fortnightly rate of pay applicable to each employee's classification and includes any over-award payment as well as casual rates received for ordinary hours of work.

(c) "Eligible Employee" means any employee who has been employed by the employer during 4 consecutive weeks. On completion of the above qualifying period, superannuation contributions shall be made retrospectively to the commencement of that period.

5.5.3 *Freedom of Choice* - Each employee shall be given equal access to information regarding the Sunsuper Fund, as well as such other approved occupational superannuation schemes made available by the employer for the employee's consideration, in order that the employee is able to make an informed choice as to which occupational superannuation scheme the employee wishes the employer to contribute the amount specified in clause 5.5.4.

5.5.4 *Contributions*

Amount - As from 1 January 2005 every employer shall contribute on behalf of each eligible employee an amount calculated at 9% of the employee's ordinary time earnings, into an approved fund, as defined in this clause. Each such payment of contributions shall be rounded off to the nearest ten (10) cents:

Provided that where an employee is absent and is receiving by way of workers' compensation an amount of money no less than the award rate of pay the contribution shall be calculated at 3%.

Provided that in any instance where the amount as calculated above represents less than \$5.00 per fortnight no contribution will be payable by the employer:

Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.

5.5.5 The obligation upon an employer to make occupational superannuation contributions under clause 5.5 shall be in addition to, and distinguishable from any contributions being made by such an employer in accordance with the rules of any particular scheme, prior to the introduction of clause 5.5.

5.5.6 *Cessation of contributions* - The employer shall not be required to make any further contributions on behalf of any employee after the end of the last day from which the employee's resignation or dismissal becomes effective.

## **5.6 Payment of salary**

- 5.6.1 Salaries shall be paid fortnightly by cheque or electronic funds transfer which ensures reasonable geographic access for staff to their salaries on pay day.
- 5.6.2 Salaries shall be paid in the employer's time. All monies due to an employee shall be paid to such employee before they cease work on termination of employment.

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

### **6.1 Hours of work**

6.1.1 Subject to clause 6.2 (Working of a 38 hour week), and subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week, to be worked on one of the following bases:

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

6.1.2 Except as otherwise specifically provided herein, ordinary hours shall be between 6.00 a.m. and 7.00 p.m. Monday to Friday and between 6.00 a.m. and 12 noon on Saturdays. The spread of hours prescribed herein may be altered as to all or a section of employees provided there is agreement between the employer and the majority of employees concerned:

Provided further that work done outside 6.00 a.m. to 7.00 p.m. Monday to Friday and 6.00 a.m. to 12 noon on Saturdays shall be paid at overtime rates and will be deemed to be part of the ordinary hours of work for the purposes of clause 6.1.

Provided further that the arrangement of such working hours encompassing Saturday shall be with the agreement of the employee concerned.

6.1.3 The ordinary daily hours of work prescribed herein shall be worked continuously, except for meal breaks and rest pauses, or where the provisions of clause 6.1.8 are met.

6.1.4 Where necessary, employees shall commence their ordinary hours and breaks at different times to ensure continuity of service to the employer's clients.

6.1.5 Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.

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

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

#### *6.1.7 Split periods of duty*

(a) Full-time employees employed by private practice clinics may work split periods of duty where such arrangements are necessary and where there is written agreement between the employer and the employee. Where such split periods of duty are worked a maximum of 8 hours per day shall be worked. Split periods of duty are to be worked in no more than 2 duty periods per day with no less than 3 hours, nor more than 5 hours per period, on any one day.

(b) Full-time employees other than those engaged in private practice clinics may work split periods of duty as provided for in clause 6.1.7 (a), by written agreement with the Union. The Union should not unreasonably withhold agreement.

6.1.8 *Rosters* - Where rosters are implemented in accordance with clause 6.1.6 or clause 6.2.1(d), employees shall be notified one week in advance. Changes within a roster shall be by agreement between the employer and the employee concerned, but failing agreement, 24 hours notice of a change of roster shall be given or double time shall be paid for that day worked:

Provided that this payment shall not be applicable where rosters are changed due to emergent circumstances.

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



- 6.2.1 The 38 hour week will be worked in one of the following ways, 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; or
  - (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 Subject to the provisions of clause 6.1.6, 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.
- 6.2.3 Despite any other provision in clause 6.2, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
- 6.2.4 When the ordinary work cycle provides for a rostered day off, the rostered day off shall not fall on a public holiday, but shall be on the ordinary working day immediately before or immediately after the public holiday, or deferred in accordance with clause 6.2.6.
- 6.2.5 Different methods of working of a 38 hour week may apply to individual employees, groups or sections of employees in each location concerned.
- 6.2.6 *38 hour week - Procedures for discussion*
- (a) The employer and all employees concerned in each enterprise will consult over the most appropriate means of working a 38 hour week.
  - (b) The objective of such consultation is to reach agreement on the method of working the 38 hour week in accordance with clause 6.2.
  - (c) The outcome of such consultation must be recorded in writing.
  - (d) In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their Union or employer organisation.
  - (e) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer has the right to make the final determination as to the method by which the 38 hour week is to be worked from time to time.
  - (f) 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 provisions of clause 6.2, including clause 6.2.6(e).

### **6.3 Method of payment**

- 6.3.1 Ordinary hours for all employees shall be paid at the employer's discretion by either:
- (a) on the basis of not more than 38 per week, on an averaged basis over a 152 working hours cycle in 28 consecutive days, notwithstanding that in excess of 38 ordinary hours may be worked to maximise leisure time off in accordance with clause 6.1.1 and clause 6.2.3; or
  - (b) by payment of actual hours worked each fortnight.

Should the employer wish to introduce an alternative to the averaging system or actual system, the implementation of such a system shall be subject to the agreement of the majority of employees concerned.

Notwithstanding the above, employers employing less than 3 employees may implement a payment system of the employer's choice which may be different to the averaging or the actual systems.

- 6.3.2 Accrued rostered days off not taken at the time of termination or dismissal shall be paid out in ordinary rates of pay.

## **6.4 Overtime**

6.4.1 Except as hereinafter provided, all work done outside or in excess of the ordinary working hours on any day shall be paid for at the rate of time-and-a-half for the first 3 hours and at the rate of double time for all work so performed in excess of 3 hours on any one day. Double time shall be paid for work done on a Sunday or during a meal period. Such payments shall be in addition to the actual or ordinary weekly salary paid to each employee.

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

- (a) the first 3 hours of overtime in any one week may be taken at the rate of time worked for time taken.
- (b) any period in excess of 3 hours overtime in any one week may be taken off at a rate equivalent to the prescribed overtime penalty.
- (c) should overtime in excess of 3 hours be consecutively worked on any one engagement, such excess overtime shall be taken or paid at the rate of double time:

Provided that time off in lieu shall not apply to overtime worked on Sundays or during meal breaks:

Provided further that an employee shall be required to clear accumulated time off in lieu within 3 months of the overtime being performed. If the employer is unable to release the employee accordingly, then the employee shall be paid for the overtime worked at the appropriate overtime rate.

6.4.3 Subject to prior approval by the employer, an employee may be granted time off, notwithstanding that such time has not been worked as overtime in accordance with clause 6.4.2.

The employer shall pay the employee's salary as if the employee worked ordinary hours during such time off:

Provided that the period of time off shall be made up in accordance with clause 6.4.3 through authorised overtime worked, within 4 weeks of the time off being taken, or the employee's pay shall be reduced by the amount of such time off taken.

## **6.5 Meal time and rest pauses**

6.5.1 *Meal time* - Not less than 30 minutes shall be allowed for each meal, and meal times shall fall between the 4th and 6th hour of duty.

6.5.2 *Rest pauses* - Every employee shall be entitled to a rest pause of 10 minutes duration in the employer's time in the 1st and 2nd half of the employee's daily work. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.

Provided that at management's discretion, the employer may combine the period of the 2 rest pauses to provide one 20 minute rest pause in each ordinary working day.

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

### **7.1 Annual leave**

7.1.1 Every employee (other than a casual employee) shall at the end of each year of their employment be entitled to not less than 4 weeks' annual leave on full pay.

7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.6) 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 wages at a rate in excess of the ordinary rate payable under clause 5.3, at that excess rate; and
- (b) In every other case, at the ordinary time rate of pay payable under clause 5.3 to the employee concerned immediately prior to that leave.

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall immediately pay to the employee, in addition to all other amounts due to them, their pay, calculated in accordance with clause 7.1.6, for 4 weeks and also their ordinary time rate of pay for any public holiday occurring during such period of 4 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/12th of their pay for the period of their employment, calculated in accordance with clause 7.1.6.

7.1.5 Unless the employee shall otherwise agree, the employer shall give the employee at least 14 days' notice of the date from which such employee's annual leave shall be taken.

#### 7.1.6 *Calculation of annual leave pay*

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

(a) Subject to clause 7.1.6(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 in clause 5.3 for the period of the annual leave (excluding weekend penalty rates); and

(ii) A further amount calculated at the rate of 17 1/2% of the amount referred to in clause 7.1.6(a)(i).

(b) Clause 7.1.6(a) does not apply to:

(i) any period or periods of annual leave exceeding 4 weeks; and

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

7.1.7 Annual holidays by mutual agreement between employer and employee may be taken in one or more parts, providing that up to one week of each year's entitlement may be taken daily.

7.1.8 Each employee shall be notified of the date of commencement of their annual holiday at least one month before such date.

7.1.9 Where leave is taken daily, at least 7 days' notice shall be given unless mutually agreed otherwise. With the exception of daily leave, annual leave shall not be taken in parts of less than one week.

## **7.2 Sick leave**

### 7.2.1 *Entitlement*

(a) Every employee, except casuals and school-based apprentices and trainees, 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 for each 6 weeks of employment.

(c) Payment for sick leave will be made based on the 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, about the nature and approximate duration of the illness.

### 7.2.4 *Accumulated sick leave*

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

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

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

#### *7.2.5 Workers' compensation*

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

#### *7.2.6 Procedure for monitoring sick leave usage*

The employer/s and Union recognise that absenteeism constitutes a significant industrial relations issue and cost overhead, and recognise that both the Union and industry representatives will collaborate on reducing its incidence, and agree to a range of initiatives to examine trends and causes. As one measure only, the parties agree to implement the following procedure:

- (a) The parties recognise that sick leave is unlike annual or long service leave in that sick leave is conditional upon an employee being ill or injured to the point of being unfit for duty; or may be used in accordance with clause 7.3 (Family leave).

It is an insurance to protect the employee and family against hardship should they be unable to continue in their normal occupation when injured or ill.

- (b) This procedure is designed to equitably scrutinise sick leave usage by employees.
- (c) At the end of each 3 monthly period the responsible officer may review attendance records of employees who have been absent from work for more than 3 days on sick leave during the 3 month period.
- (d) Such officer or nominated delegate will then have the matter examined in the following manner:
  - (i) check the pattern of leave;
  - (ii) check the past history of absences to see if this pattern is unusual for the employee;
  - (iii) check with the employee's supervisor regarding knowledge of the employee's personal problems or situation at the time they was absent, or the supervisor believed it to be a genuine absence for injury or sickness; or is due to the effects of management or work practices which need review;
  - (iv) the results of the above checks should be recorded for future information;
  - (v) if the results of 2 consecutive periods show possible unsatisfactory attendance and reasons for absence, then the following actions should be taken:
    - (1) formally notify the employee of a forthcoming interview between the responsible officer, or their nominated delegate, in the presence of their supervisor and notify the employee they may have a Union representative present if that employee so requests.
    - (2) If the discussion in respect to the absences does not provide satisfactory reason for the absences then a letter is to be sent to the employee, stating management's assessment and the intended procedure to be followed in future. The employee will be entitled to have filed their explanation.
    - (3) If a similar pattern is observed in the next period, the employee is again interviewed (as in clause 7.2.6(d)(v)(1)), and if the interview results in unsatisfactory reasons again being given, then a second letter is to be sent to the employee, also indicating proof of illness or a certificate may be required for any absence for the next 6 months.

- (e) The above procedure does not operate to withdraw the employer's right to take termination procedures or other disciplinary action against any employee if that employee has been guilty of filling out a false leave application form and claiming sick leave pay when that person was not actually sick. Similarly, the above procedures do not repudiate the Union's right to take the matter to the appropriate tribunal.

### **7.3 Family leave**

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

7.3.1 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.

7.3.2 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.

### **7.4 Bereavement leave**

7.4.1 *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.

7.4.2 *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.

7.4.3 "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.

7.4.4 *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.

7.4.5 An employee shall be entitled to a maximum of 2 days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's spouse, child, father or mother and where such employee travels outside of Australia to attend the funeral.

### **7.5 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.

### **7.6 Public holidays**

7.6.1 Subject to clause 7.6.6 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.

#### 7.6.2 *Labour Day*

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

#### 7.6.3 *Annual show*

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

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

#### 7.6.4 *Double time and a-half*

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

#### 7.6.5 *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 New Year's Day.

#### 7.6.6 *Substitution*

Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of double time and a-half at the employees' ordinary time rate of pay.

7.6.7 If it is required that any employee shall work on any of the public holidays, the employer shall give not less than one clear day's notice of such requirements to the employee.

### 7.7 **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 Travelling time**

8.1.1 Where an employer sends an employee to some place other than the employee's ordinary place of duty, the remuneration for which the employee would otherwise be entitled shall not be reduced during the travelling period involved and the employee shall be allowed:

- (a) When travelling by rail, first class fares, including sleeper, where necessary;
- (b) The amount actually paid for reasonable and necessary expenses whilst travelling.

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

### **9.1 Training and education**

9.1.1 The parties to this Award recognise the importance of training and education to the productivity and efficiency of the workplace.

Accordingly the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
- (b) assisting employees' career opportunities and productivity through the provision of appropriate training to acquire additional skills;
- (c) ensuring skills so acquired are able to be utilised.

9.1.2 Therefore the parties commit themselves to encouraging the use of and access to such education and training as is regarded by them as appropriate and improving training in such cases where this is required.

9.1.3 It is agreed that the parties shall discuss the development of appropriate training programs to facilitate skill enhancement to ensure that such training provided externally complies with criteria and guidelines established by the parties.

9.1.4 The parties agree that such training may take place either on or off the job and will be provided at the expense of the employer. Where such training takes place during working hours the employee shall not suffer any loss of pay.

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

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

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

### **Preamble**

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

### **11.1 Right of entry**

#### *11.1.1 Authorised industrial officer*

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

#### *11.1.2 Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:

- (i) the authorised industrial officer alerts the 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 Trade union training leave**

11.3.1 Upon written application by an employee to the employer, such application being endorsed by, and given to the employer at least one month in advance, such employee shall be granted up to 5 working days leave (non cumulative) or ordinary pay each calendar year to attend courses and seminars conducted by the Union or other Union recognised provider of training.

11.3.2 For the purposes of these provisions "ordinary pay" means at the ordinary fortnightly rate paid to the employee exclusive of any allowance for travelling and fares or shift work.

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

- (a) An employee must have at least 12 months uninterrupted service with an employer prior to such leave being granted.
- (b) Clause 11.3 shall not apply to a work establishment with less than 1.5 full time equivalent employees covered by this Award. Work establishment is defined as the whole or section of an organisation which operates on a week to week basis independently from other sections of the organisation with regard to rostering or employees and responsibilities for the provision of specific services to a geographical area or areas.
- (c) The maximum number of ordinary hours of such leave which an employer employing 1.5 full time equivalent employees under this award shall be required to grant at each establishment within any 12 month period shall be 38 with a maximum of one actual employee on leave at any one time to a maximum of 38 hours.
- (d) The granting of such leave shall be subject to the convenience of the employer and so that the operations of the employer will not be unduly affected. Such leave shall not be unreasonably refused by the employer.
- (e) In granting such paid leave, the employer is not responsible for any additional costs, except for payment where relieving arrangements are instituted to cover the absence of the employee/s.
- (f) Leave granted to attend Trade Union Training courses will not incur any additional payment if such course coincides with the employees' day off in the 19 day month working arrangements or with any other concessional leave.
- (g) Such paid leave will not affect other leave granted to employees under this Award.
- (h) Leave granted under clause 11.3 must be counted as continuous service for all purposes of the Award.
- (i) On completion of the course the employee shall, within 14 days, provide the employer proof satisfactory to the employer of their attendance at the course and necessary Training Guarantee Levy details if available.

- (j) The scope and content of the course must contribute to a better understanding of Industrial Relations within the employees' operations.

#### **11.4 Award posting**

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

Dated 8 April 2003.

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

Operative Date: 2 June 2003