

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

PRIVATE HOSPITALS EMPLOYEES' AWARD - STATE 2003

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Private Hospitals Employees' Award - State 2003 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 Private Hospitals Employees' Award - State 2003 as at 1 September 2010.

Dated 1 November 2010.

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

PRIVATE HOSPITALS EMPLOYEES' AWARD - STATE 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Private Hospitals Employees' Award - State 2003.

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1.3 Date of operation

This Award takes effect from 14 July 2003.

1.4 Coverage

1.4.1 This Award shall apply to employees for whom rates of pay are prescribed in clause 5.2 and to their employers who are members of the Private Hospitals' Association of Queensland Inc, and to contractors and/or subcontractors to the said employers and to such contractors' and/or subcontractors' employees, and no other award shall apply to these employers and employees:

Provided that this Award shall not apply to members of religious orders:

Provided further that this Award shall apply to employers and employees covered by its terms in lieu of the Private Hospital and Nursing Homes Industry Award-State (as amended from time to time).

1.4.2 The names of the members of the Private Hospitals' Association of Queensland Inc are set-out in Schedule "A" to this Award.

1.5 Definitions

1.5.1 "Accrued day off" or "ADO" means the day or part of day taken off during the work cycle as a result of the introduction of the 38 hour week.

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

1.5.3 "Commission" means the Queensland Industrial Relations Commission.

1.5.4 "Continuous Shift Worker" means an employee whose work is organised within a roster pattern which meets all of the following 4 criteria:

- (a) work is performed in rotation on morning, afternoon and night shifts, and
- (b) those 3 shifts are worked over 24 hours per day, and
- (c) those shifts are worked over 7 days each week, and
- (d) this roster pattern is worked over a 12 month period.

Work performed by a Continuous Shift Worker is a "continuous shift work".

1.5.5 "Private Hospital" is an establishment licensed as such in accordance with the provisions of the *Health Act 1937* or other relevant legislation as amended from time to time.

1.5.6 "Shift Worker" means an employee whose work is regularly rotated in accordance with a roster which prescribes 2 or more shifts each day (encompassing morning, afternoon or night shifts) but does not cover a 24 hour per day period over 7 days each week of the year. Work performed by a Shift Worker is "shift work".

1.5.7 "Union" means The Australian Workers' Union of Employees, Queensland.

1.6 Area of operation

1.6.1 This Award shall operate throughout Queensland.

For the purposes of this Award the following divisions and districts named herein shall be:

1.6.2 Divisions

Northern Division - That portion of the State along or north of a line commencing at the junction of the sea-coast with the 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 that parallel of latitude due west to the western border of the State.

Mackay Division - That portion of the State within the following boundaries:

Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.

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

1.6.3 Districts

(a) Northern Division -

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

Western District - The remainder of the Northern Division.

(b) Southern Division -

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the

southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 140 degrees of east longitude; then by that parallel of longitude due north to the boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

1.7 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.4 and their employers, and The Australian Workers' Union of Employees, Queensland and its members.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Consultation

- 3.1.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of Private Hospitals and to enhance the career opportunities and job security of employees in such hospitals.
- 3.1.2 At each facility, an employer, the employees and the Union may establish and/or continue consultative mechanisms and procedures appropriate to the size, structure and needs of that facility. Measures raised by the employer, employees or Union for consideration consistent with the objectives of clause 3.1.1 shall be processed through the consultative mechanism and procedures.

3.2 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.

- 3.2.1 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.
- 3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, 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.
- 3.2.3 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 3.2.5.
- 3.2.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.2.2, 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 3.2.2 will not result in resolution of the dispute.
- 3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, 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.

- 3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.2.8 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.
- 3.2.9 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.
- 3.2.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

4.1 Employment categories

- 4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) full-time;
- (b) part-time (as defined); or
- (c) casual (as defined).

4.2 Part-time employees

- 4.2.1 Part-time employee means an employee, being other than a casual employee, who is engaged to work rostered regular hours each week with a minimum engagement of 16 hours per fortnight and fewer than 76 hours per fortnight.
- 4.2.2 Part-time employees shall be paid at an hourly rate equal to the appropriate weekly rate prescribed by this Award and divided by 38 per hour with a minimum payment as for 3 hours on any day when work is performed. In addition such employees shall be entitled to a *pro rata* payment of allowances where appropriate
- 4.2.3 A part-time employee shall be entitled to annual leave, sick leave, long service leave, bereavement leave and public holiday entitlements, on a proportionate basis calculated on the employee's ordinary hours of work. The eligibility of a part-time employee to these entitlements is to be on the same basis as for full-time employees.
- 4.2.4 Subject to clause 6.2.4 (Broken rostered periods of duty) the ordinary daily working hours shall be worked continuously excluding meal breaks. They shall not be less than 3 hours or more than 8 hours on any one day provided that by agreement between the employer and employee the daily ordinary working hours may be not more than 10 hours on any one day.
- 4.2.5 Part-time employees who work a minimum of 4 consecutive ordinary hours on any day shall be entitled to a rest pause of 15 minutes' duration without loss of pay during the first 4 hours and a further rest pause where 8 consecutive hours are worked on any one day. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity in the opinion of the employer is necessary:

Provided that where at least 6 hours are worked continuously, such employees shall be entitled to a meal break of not less than 30 minutes.

- 4.2.6 Subject to clause 4.2.4 and clause 6.3 of this Award, a part-time employee who works more than 8 hours on any one day or more than 38 hours in any one week shall be paid overtime in accordance with clause 6.8 of this Award.
- 4.2.7 Subject to the provisions contained in clause 4.2, all other provisions of this Award relevant to full-time employees shall apply to part-time employees.

4.3 Casual employees

- 4.3.1 Casual employee means an employee who is not regularly employed as a part-time employee, and who is engaged to work on an hourly basis for fewer than 76 hours per fortnight. A minimum of 3 hours shall be paid for each such engagement or a minimum of 2 hours shall be paid if the employee is guaranteed at least 12 hours' work in any one week
- 4.3.2 Casual employees shall be paid at an hourly rate equal to 123% of the appropriate hourly ordinary rate prescribed by the Award, and shall be further entitled to *pro rata* payment of any applicable allowances under this Award.
- 4.3.3 Subject to there not being an agreement between the employer and the employee to work daily ordinary working hours of up to 10 hours on any one day, a casual employee who works more than 8 hours on any one day or more than 38 hours in any one week shall be paid overtime in accordance with clause 6.8 of this Award.

4.4 Relieving at a higher grade

Where any person on any one day relieves at a higher grade, to which a differential rate fixed by this Award is applicable, such person, if employed for more than 4 hours on the grade carrying the higher rate, shall be paid in respect of the whole time during which the employee works on that day at the same rate, which shall be at the highest rate fixed by this Award in respect of any such grade of work, and if employed for 4 hours or less on the grade carrying a higher rate, the employee shall be paid at such highest rate for 4 hours.

4.5 Incidental or peripheral tasks

- 4.5.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training provided that such duties are not designed to promote de-skilling.

An employer may direct an employee to carry out duties and use such equipment and tools as may be required:

Provided that the employee has been properly trained in the use of such equipment and tools.

- 4.5.2 The assignment of incidental or peripheral tasks to an employees or a class of employees shall:

- (a) be consistent with the efficient performance of the employee's main task or functions;
- (b) be subject to the employee having skills or competence to perform the initial tasks;
- (c) be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.6 Anti-discrimination

- 4.6.1 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.

- 4.6.2 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.

- 4.6.3 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.

- 4.6.4 Nothing in clause 4.6 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.

4.7 Termination of employment

- 4.7.1 *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.

4.7.2 *Termination by employer*

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

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

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

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

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

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

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

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

4.7.3 *Notice of termination by employee*

The notice of termination required to be given by an employee (other than a casual employee) shall be one week or payment forfeited in lieu thereof. 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.

4.7.4 *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.

4.8 **Introduction of changes**

4.8.1 *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.

4.8.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.8.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.9 Redundancy

4.9.1 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 4.9.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.9.2 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.9.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employer's employment had been terminated under clause 4.7.
- (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.

4.9.3 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 4.9.3, '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.

4.9.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.9.1, 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.

4.9.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.9.1, 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.

4.9.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.7.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.9.1(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.

4.9.7 *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.

4.9.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.9.1(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.

4.9.9 *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.

4.9.10 *Employees with less than one year's service*

Clause 4.9 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.

4.9.11 *Employees exempted*

Clause 4.9 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.

4.9.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.9 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
 - (i) a company and the entities it controls; or
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.9.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.9.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.9.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.9.14 *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.

4.10 Trainees

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

4.11 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 Definition of classifications

5.1.1 Level 1

An employee at this level may operate either individually or as a member of a team and will be responsible for the quality of their own work under general supervision. Work will be directly supervised but the employee may have discretion within procedures regarding the method of completing the task/duty.

An employee at this level may be receiving on or off the job training or have received appropriate training. Indicative tasks/skills of this level could include:

- (a) Kitchenhand duties;
- (b) Basic food preparation and presentation;
- (c) Cooking snacks and breakfast;
- (d) Counting meal and portion numbers for meal provision;
- (e) Provision of basic dietary advice;
- (f) Distribution, collection and collation of menus for patients;
- (g) Transporting, lifting, positioning, assisting with patient exercises ;
- (h) Removal of waste;
- (i) Cleaning of facility and equipment;
- (j) Cleaning and making of beds;
- (k) Linen supply and repair and sewing;
- (l) Handling laundry and operation of laundry equipment;
- (m) Order supplies, maintain inventory and store work;
- (n) Handyman duties, general maintenance of facilities and equipment;
- (o) Operation of mechanical mobile lifting equipment and responsibility for minor maintenance and repairs of such;
- (p) Security as part of duties;
- (q) Car park attending;
- (r) Maintenance of grounds and gardens;
- (s) Anaesthetic Assistant - no formal qualifications;
- (t) Basic computer tasks;
- (u) Handling money;
- (v) Assisting in answering phones;
- (w) Assisting in basic documentation and administration;
- (x) Domestic and general tasks;
- (y) Assisting in training of new employee or employees with less skill.

5.1.2 Level 2

An employee at this level may work independently under limited supervision and may be responsible for the supervision of other employees at lower levels.

Tasks performed may be complex requiring theoretical knowledge and motor skills and good communication skills. Such employee would perform all tasks incidental to the primary task and facilitate the completion of the entire task.

An employee classified at this level will have, or be gaining, formal qualifications or have appropriate skills/experience/training in the field to enable them to carry out the duties of the position.

Indicative tasks/skills could include in addition to those at Level 1:

- (a) supervision of work groups consisting of Level 1 employees
- (b) Therapy Assistant - appointed to perform work under the supervision of a physiotherapist, occupational therapist, qualified rehabilitation/sports medicine professionals
- (c) Theatre Orderly - required to perform work of a general nature under the direct supervision such as setting up and assisting with positioning/transportation of patients in Theatre
- (d) CSSD Attendant - required to perform work such as cleaning, sterilising, and maintaining equipment in Theatre.

5.1.3 Level 3

A position at this level shall require formal qualifications equivalent to a trade certificate or similar or appropriate experience/training in the field to enable the duties of the position to be carried out.

An employee at this level may work independently but under limited supervision and perform tasks of some complexity which require applied theoretical knowledge and motor skills and good interpersonal and communication techniques. The employee would perform all tasks incidental to the primary task and facilitate the completion of the entire task and be responsible for inspection (process, product and materials) for conformity with established operational standards, and supervise employees at lower levels. Employees at this level would perform incidental and peripheral tasks to their main function and have the ability to move between areas to the level of their training.

Indicative tasks/skills at this level in addition to those at Level 2 may include:

- (a) Trade duties (qualified) ie. cook/chef, hairdresser
- (b) Supervision of non-trade workgroups (including Level 1 and Level 2 employees)
- (c) non nursing hygiene/pest control,
- (d) housekeeper,
- (e) therapy assistant (qual),
- (f) fire safety and security,
- (g) dresser, orderly, theatre assistant,
- (h) anaesthetic technician.

5.2 Wages rates

Level	Step	Relativity %	Rate of Pay Per Week \$
Level 1	1	87.4	627.40
	2	91	642.50
	3	94.4	656.60
Level 2	1	98	671.70
	2	99	675.80
Level 3	1	100	682.00
	2	103	694.50
	3	105	702.90
	4	108	715.40

Note 1. The Award rate includes wage increases and adjustments arising from State Wage Case decisions colloquially referred to as: 2nd Tier Adjustment; 1st (2 parts) and 2nd Structural Efficiency Adjustments; First, Second and Third Minimum Rates Adjustment; and all arbitrated safety new adjustments up to and including the Declaration of General Ruling operative from 1 September 1998.

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

5.3 Junior rates

Junior employees shall be paid the following percentage of the Level 1, Step 1 rate prescribed in clause 5.2 of this Award:

Junior Rates	%
Under 18 years of age	65
18 and under 19 years of age	75

5.4 Skill based assessment structures

5.4.1 Where an employer has introduced appropriate skills based assessment structures, progression within levels may be dependent upon the employee successfully acquiring skills as set out in the skills based assessment structures.

Where no skills based assessment structure exists progression for all employees (whether full-time, part-time or casual) within each level will occur when such employee has been employed at a particular rate of pay within a level for the equivalent of 12 months ordinary time service (1976 ordinary time hours). For the purposes of clause 5.4 ordinary time

service with the same or another employer within the same level in the same industry shall be counted for progression.

- 5.4.2 Where an employee declines an offer by their employer to participate in skills based assessment structures provided in accordance with clause 5.4, the employer may withhold progression of that employee within that employee's level of employment. Any disputes arising from clause 5.4 shall be dealt with in accordance with the grievance and dispute settling procedures in clause 3.2.
- 5.4.3 Employers who introduce such skills based structures shall provide such structural training to the employee at no cost to the employee.
- 5.4.4 Progression from Level 1 (Step 3) to Level 2 (Step 1) shall be by the acquisition of appropriate skills and/or competencies, and by appointment on merit to vacancies.

5.5 Queensland Minimum Wage

5.5.1 The Queensland Minimum Wage

No employee shall be paid less than the Queensland Minimum Wage.

5.5.2 Amount of Queensland Adult Minimum Wage

(a) The Queensland Minimum Wage for full-time adult employees not covered by clause 5.5.4 [special categories clause] is \$431.40 per week.

(b) Adults employed under the Supported Wage Award - State shall continue to be entitled to receive the wage rate determined under that award:

Provided that such employees shall not be paid less than the amount determined by applying the percentage in the Supported Wage Award - State applicable to the employee concerned to the amount of the minimum wage specified in clause 5.5.2 (a).

(c) Adults employed as part-time or casual employees shall continue to be entitled to receive the wage rate determined under the casual and part-time clauses of the Award. Provided that such employees shall not be paid less than *pro rata* the minimum wage specified in clause 5.5.2 (a) according to the number of hours worked.

5.5.3 How the Queensland Minimum Wage Applies to Juniors

(a) The wage rates provided for juniors by this Award continue to apply unless the amount determined under clause 5.5.3 (b) is greater.

(b) The Queensland Minimum Wage for an employee to whom a junior rate of pay applies is determined by applying the percentage in the junior wage rates clause applicable to the employee concerned to the relevant amount in clause 5.5.2.

5.5.4 Application of Minimum Wage to Special Categories of Employee

(a) Clause 5.5 has no application to employees, undertaking a State Training Wage Award Traineeship, an Australian Traineeship, a Career Start Traineeship, a Jobskills placement, or an apprenticeship.

(b) Leave reserved for special categories.

5.5.5 Application of Queensland Minimum Wage to Award Rates Calculation

The Queensland Minimum Wage:

- (a) applies to all work in ordinary hours;
- (b) applies to the calculation of overtime and all other penalty rates, superannuation, payments during sick leave, long service leave and annual leave, and for all other purposes of this Award; and
- (c) is inclusive of the arbitrated Safety Net Adjustment provided by the Declaration of General Ruling operative from 1 September 1998 and all previous Safety Net and State Wage Adjustments.
- (d) The rates of pay in this Award include the Queensland Minimum Wage payable under the Declaration of General Ruling operative from 1 September 1998. Any increase arising from the insertion of the State Minimum Wage clause 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 above award payments include wages payable pursuant to certified agreements, currently operating enterprise

flexibility agreements, industrial 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.

5.6 Payment of wages

Wages shall be paid by the employer either by cash, cheque or electronic funds transfer [E.F.T.], weekly where practicable or otherwise fortnightly, provided that where payment is made by E.F.T that there is reasonable geographical access to a facility which enables the employee to withdraw some or all of their wages on the usual pay day. Should public holiday/s occur during the close of the weekly or fortnightly pay period and/or on the usual pay day, payment of wages may be delayed no longer than the period of such holidays. Any alternative arrangements of paying wages shall be at the discretion of the employer.

5.7 Deductions from wages

Upon request by an employee the employer shall pay out of money due to the employee in respect of wages, to the Union, the annual contribution or part thereof of such employee as a member of that Union. In addition subject to the agreement of the majority of employees covered by this Award as to the selection of one other possible supplier of services (eg Ambulance) and subject to the written request by a particular employee in regard to that agreed supplier, the employer shall pay out of money due to requesting employees the annual contribution or part thereof due to the agreed supplier of services:

Provided that an employer shall not be required to process more than 2 different types of payments for employees generally.

5.8 No reduction in wages

Employees receiving a higher rate of wages or conditions than that provided for in this Award shall not be reduced in wages or conditions as a consequence of the making of this Award.

5.9 Allowances

5.9.1 District allowances

(a) Northern Allowance

Adult employees employed in the Eastern District of the Northern Division shall be paid \$1.05 per week, and juniors 53 cents per week over and above the rates prescribed in this Award.

(b) Mackay Allowance

Adult employees in the Mackay Division shall be paid 90 cents per week, and juniors 45 cents per week over and above the rates prescribed in this Award.

(c) Western Allowance

Employees in the Western District of the Southern Division shall be paid the following weekly allowance in addition to the rates prescribed for such employees in the corresponding Eastern District:

(i) \$1.05 per week for adults and 53 cents per week for juniors.

Employees in the Western district of the Northern Division shall be paid the following weekly allowance in addition to the rates prescribed for such employees in the corresponding Eastern District:

(ii) \$2.20 per week for adults and \$1.10 per week for juniors.

[Refer to clause 1.6 of this Award for a description of the Districts].

5.9.2 Afternoon and night work

In addition to the rates of pay prescribed in clause 5.2 of this Award, employees whilst engaged on afternoon shift and night shift, as defined, shall be paid an additional penalty rate for each such shift as follows:

(a) Afternoon shift 12.5% (or \$9.70 whichever is the greater)

(b) Night shift 15% (or \$9.70 whichever is the greater)

For the purposes of clause 5.9.2:

(i) "Afternoon shift" means a shift, other than a night shift as defined herein, commencing at or after 12 midday;

(ii) "Night shift" means any shift commencing at or after 6.00pm or before 7.30am the following day, the major portion of which is worked between 6.00pm and 7.30am;

(c) The percentage which is quoted shall be the amount which is payable for each shift in addition to the employee's ordinary time wage rate.

(d) This allowance shall not apply to work performed on Saturday and Sunday and public holidays where extra payments apply for such work.

5.9.3 *Extra payment for week-end work*

All time worked by employees, not being overtime within the meaning of clause 6.8 (Overtime) of this Award, between midnight Friday and midnight Sunday, shall be paid for at the rate of time and a-half.

5.9.4 *Uniforms allowance*

(a) Where an employer requires an employee to wear a uniform but does not provide it, a uniform allowance at the rate of \$159 per annum shall be paid on a *pro rata* basis each pay day.

(b) Uniforms shall be laundered at the expense of the employer or an allowance of \$1.85 per week paid.

5.9.5 *Laundry employees handling foul linen*

(a) Laundry employees personally required to collect foul linen from the ward chutes and wrap such linen into bundles or required to sort foul linen or who are in charge of the washing machines in which foul linen is cold rinsed and boiled while still in the foul condition shall be paid an allowance at the rate of \$3.90 per week in addition to the wages prescribed in clause 5.2 for laundry employees.

(b) For the purposes of clause 5.9.5 "foul linen" means linen that contains body excrement of a nature or quantity which makes it offensive to a reasonable employee.

(c) All other employees who handle linen of a foul nature other than linen bagged or packed in containers shall be paid 82c per day or part thereof in addition to the wages prescribed by clause 5.2 for the classification of the particular employee concerned.

5.9.6 *Employees engaged in cleaning grease traps*

Employees engaged on the cleaning of grease traps shall be paid \$7.40 per week in addition to the rates prescribed herein whilst so engaged.

5.10 Occupational superannuation

5.10.1 Clause 5.10 shall supersede all of the provisions of the Occupational Superannuation Award - Employees of Private Hospitals - State so far as members of the Private Hospitals Association of Queensland Inc. are concerned.

5.10.2 For the purpose of an employee enjoying a higher contribution to their occupational superannuation fund, an employer and an employee may agree at the written request of the employee that the employee will sacrifice part of their wages due under this Award, provided that such sacrificed part of their wages is paid by the employer to the credit of the employee in an agreed complying fund and provided further that such sacrifice arrangement is in compliance with income taxation legislation.

5.10.3 *Superannuation contribution*

(a) An employer shall contribute to one of the following funds so long as they are a complying fund - Health Industry Plan (formerly Private Hospitals Employees Superannuation Fund) Sunsuper, Health Employees Superannuation Trust Australia, National Catholic Superannuation Fund, Sisters of Mercy Staff Superannuation Scheme- on behalf of each eligible employee, such superannuation contributions as required to comply with the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time, but an amount of 9% on behalf of each eligible employee as a minimum:

The above progressive increased contributions shall be payable subject to legislation so requiring such payments:

Provided that:

(i) Contributions on behalf of each eligible employee shall apply from the date of the employee's commencement of employment with the employer notwithstanding the date the membership application was forwarded to the fund. Such contributions will be made at least monthly.

- (ii) The amount of contributions to the fund shall be calculated to the nearest 10 cents, any fraction below 5 cents shall be disregarded.
- (iii) "Ordinary time earnings" for the purposes of calculating the employer contribution under clause 5.10 means the weekly/fortnightly (as the case may be) wage earned during ordinary time in the pay period concerned. Included in such calculation where applicable shall be supervisory and/or certificate allowances.

Shift allowances, weekend penalty rates, allowances for disabilities, reimbursement of expenses, annual leave loading, uniforms and the like shall not be included in the calculation of ordinary time earnings.

- (b) The fund and the amount of contributions paid in accordance with clause 5.10 shall be included in pay advice notices provided by a respondent employer to each employee.

5.10.4 *Employers to participate in nominated fund*

- (a) An employer shall make application to the fund to become a participating employer in the fund and shall become a participating employer upon acceptance by the trustee of the fund.
- (b) An employer shall provide each employee who is not a member of the fund with a membership application form upon commencement of clause 5.10 and thereafter upon commencement of employment.
- (c) Each employee shall be required to complete the membership application and the employer shall forward the completed application to the fund by the end of the calendar month of commencement of clause 5.10 or commencement of employment.

5.10.5 *Provision for workers to make superannuation contributions to the Award fund*

- (a) An employee may make contributions to the fund in addition to those made by the respondent employer under clause 5.10.3(a)
- (b) An employee who wishes to make additional contributions must authorise the respondent employer in writing to pay into the fund, from the employee's wages, a specified amount in accordance with the fund trust deed and rules.
- (c) An employer who receives written authorisation from the employee, must commence making payments into the fund on behalf of the employee within 14 days of receipt of the authorisation.
- (d) An employee may amend their additional contributions by a written authorisation not more than once in each calendar year and the employer must alter the additional contributions within 14 days of the receipt of the authorisation:

Provided that an employee may alter the choice of fund more than once in a calendar year by agreement with the employer or in extenuating circumstances.

- (e) Additional employee contributions to the fund requested under clause 5.10 shall be expressed in whole dollars.

5.11 On-call

5.11.1 The provisions hereunder apply to full-time and part-time employees who are rostered to be on-call at their private residence, or at any other mutually agreed place.

- (a) An employee rostered to be on-call shall receive an additional amount as follows:
 - (i) \$17.22 for each 24 hour period or part thereof when the on-call period is between rostered shifts of ordinary hours Monday to Friday inclusive;
 - (ii) \$25.82 for each 24 hour period or part thereof when the on-call period is on a Saturday;
 - (iii) \$34.40 for each 24 hour period or part thereof when the on-call period is on a Sunday, public holiday or a day when the employee is rostered off duty.
- (b) Payment shall be calculated by reference to that allowance specified in clause 5.11.1(a) applicable to the calendar day on which the major portion of the on-call period falls.
- (c) If an employee rostered to be on-call is required to work, such work shall be remunerated at the appropriate overtime rate, in addition to the rates prescribed in clause 5.11.1(a). A minimum payment of 3 hours at the appropriate overtime rate shall be paid.
- (d) An employee placed on-call is required to remain at their private residence or at any other mutually agreed place as

will enable the employer to readily contact them during the hours for which they have been placed on-call, or shall be provided by the employer with an electronic or other device by which the employee can be contacted.

- (e) An employee on-call who usually lives out and who is required to remain on close call within the hospital precincts shall be provided free of charge with board and lodging, in addition to any allowances payable pursuant to clause 5.11.
- (f) The provisions of clause 6.2.5 (10 hour/8 hour break) shall not apply when an employee has actually worked less than 2 hours on one or more call-outs.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEK-END WORK

6.1 Hours of work

6.1.1 Subject to clauses 6.3, 6.4 and 6.5 and unless as otherwise arranged by mutual agreement between the employer and the majority of employees the ordinary hours of work, exclusive of meal times, shall not exceed 7.6 hours per day or 38 hours per week or 76 hours per fortnight.

- (i) Each full-time and part-time employee shall be allowed 2 consecutive days off each week.
- (ii) A full-time and part-time employee's roster may provide for any one of the following combinations of days free from rostered work each fortnight:

2 periods comprising 2 days each or 3 consecutive days and one stand-alone day, or one period of 4 consecutive days.

6.2 Rosters

6.2.1 All full-time and part-time employees shall work in accordance with a roster to be agreed from time to time between the employer and a majority of employees in any workplace or part thereof. Such roster is to comply with clause 6.3.

6.2.2 The roster shall set out the employees' periods of duty and the starting and finishing times for such periods. It shall be displayed in a place conveniently accessible to employees at least 3 days before the commencement of each roster.

6.2.3 Rosters can be amended by agreement between the employer and employee on reasonable grounds.

6.2.4 Broken rostered periods of duty

Where practicable there shall be no broken rostered periods of duty and the hours to be worked shall be arranged so that the continuity of work of the hospital shall not be interfered with.

Broken rostered periods of duty shall only be worked where there is mutual agreement between the employer and the employee. When such a duty period is rostered a total of 10 hours only shall be worked. One period of the broken period of duty shall be a minimum of 2 hours with only one break between duty period portions exclusive of meal times and shall be worked within a spread of 12 hours.

6.2.5 10 hour break

Employees shall be allowed a break of not less than 10 hours between the termination of one duty period and the commencing of another duty period:

Provided that in lieu thereof, such break shall not be less than 8 hours in any of the following circumstances:

- (a) to permit changes of rosters;
- (b) in any other case agreed upon the employee and the employer.

Where agreement has been reached between the employer and the employee to reduce the 10 hour break between duty periods to an 8 hour continuous break, due consideration shall be given to recognise that fatigue prevention must be, at all times, paramount to ensure that standards of care are not reduced.

6.2.6 10 hour periods of duty

Employees shall not be rostered to work more than 4 consecutive rostered periods of duty of 10 hours each.

6.2.7 Recall - full-time and part-time employees

The following provisions shall apply to employees who are not rostered to be on-call, but who are recalled to work after ceasing work.

- (a) An employee who is recalled to work shall be paid at the appropriate overtime rate, with a minimum of 3 hours, provided that the time spent travelling to and from the place of duty shall be deemed to be time worked:

Provided that where an employee is recalled within 3 hours of rostered commencement time, and the employee remains at work, only time spent in travelling to work shall be included with actual time worked for the purpose of overtime payment.

- (b) The provisions of clause 6.2.5(10 hour break) shall not apply when an employee has actually worked less than 2 hours on one or more call-outs.

6.3 Operation of the 38 hour week

6.3.1 Subject to clause 6.4 (Implementation of the 38 hour week) and subject to the exceptions hereafter provided, the ordinary hours of work shall be an average of 38 per week as rostered, 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.

6.3.2 The ordinary hours of work shall not exceed 10 hours per day.

- (a) Where necessary the employees shall commence their ordinary hours and breaks at different times to ensure continuity of service.
- (b) The ordinary starting and finishing times may be altered to suit geographic safety, climatic or traffic conditions by the employer with the agreement of the employees concerned:

Provided further that any such altered starting and finishing time will not invoke any penalty payment that would not be payable if the spread of hours permitted by this Award was observed.

6.3.3 Maximising available work time

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

6.3.4 ADO on public holiday

Where accrued days off fall on a public holiday the following day may be taken where practicable in lieu or the employee and the employer may agree to an alternative day off duty as substitution.

6.3.5 Standard pays

By mutual agreement between the employer and an employee the employee may be paid a standard or average pay for work done in each pay period.

6.3.6 ADO accrual

The entitlement to an accrued day off on full pay shall be subject to the following:

- (a) Each day of paid leave (not including annual leave, long service leave) and any public holiday occurring during any cycle of 4 weeks shall be regarded as a day worked for accrual purposes.
- (b) An employee who has not worked a complete 4 week cycle in order to accrue an accrued day off shall be paid a *pro rata* amount for credits accrued for each day worked in such cycle payable for the accrued day off (i.e. an amount of 24 minutes for each 8 hour day worked or 2 hours for each 40 hours worked).

6.3.7 For the purposes of clause 6.3 "worked" includes paid leave referred to in clause 6.3.6.

6.3.8 *Sickness on an accrued day off* - Where an employee is sick or injured on their accrued day off they shall not be entitled to sick pay nor shall the employee's sick pay entitlement be reduced as a result of this sickness or injury in that day.

6.4 Implementation of the 38 hour week

- 6.4.1 The 38 hour week shall be implemented on one of the following bases, most suitable to each location, after consultation with, and after giving reasonable consideration to the wishes of the employees concerned:
- (a) by employees working less than 8 ordinary hours per day; or
 - (b) by employees working less than 8 ordinary hours on one or more days in 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 (i.e. accrued day off).
- 6.4.2 Subject to the provisions of clause 6.4, 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.
- 6.4.3 Notwithstanding any other provisions in clause 6.4, where the arrangement of ordinary hours of work provides for an accrued day off, the employer and the employee concerned may agree to accrue up to a maximum of 5 accrued days off. Where such agreement has been reached, the accrued days off shall be taken within 12 calendar months from the date on which the first accrued day off was accrued. Consent to accrue days off shall not be unreasonably withheld by either party.
- 6.4.4 Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in each location concerned.

6.5 38 hour week - procedures for enterprise level discussions

- 6.5.1 The employer and all employees concerned in each establishment shall consult over the most appropriate means of implementing and working a 38 hour week.
- 6.5.2 The objective of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.5..
- 6.5.3 The outcomes of such consultation shall be recorded in writing.
- 6.5.4 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 relevant employee or employer organisation.
- 6.5.5 Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour week is implemented or worked from time to time.
- 6.5.6 After implementation of the 38 hour week, upon giving 7 days' notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees concerned, utilising the foregoing provisions of clause 6.5.

6.6 Meal breaks

Where an employee is rostered to work at least 6 hours continuously the employee shall be allowed an unpaid meal break of not less than 30 minutes and no more than one hour to be taken between the 4th and 6th hour after commencing work, at a time to be agreed between the employer and the employee.

All work performed during the meal break shall be paid for at the rate of double time, and the rate of double time shall continue to be paid until the meal break is taken and for which meal break no deduction of pay shall be made.

6.7 Rest pauses

Every employee shall be entitled to a rest pause of not less than 15 minutes' duration within each period of 4 ordinary hours of work at a time to be agreed between the employer and the employee. Notwithstanding the above, at the discretion of the employer and having regard to the employee's health and welfare as well as taking into account peak periods of work load, the period of the 2 rest pauses may be combined into one 30 minutes' rest pause, to be taken in the first part of the day.

6.8 Overtime

- 6.8.1 All time worked by any employee in excess of the employee's rostered hours of work or outside the spread of hours on any one day shall be deemed to be overtime and shall be paid for at the following rate:
- (a) In the instance of Shift Workers and Continuous Shift Workers at the rate of double time;

(b) In the instance of all other employees at the rate of time and one-half for the first 3 hours and double time thereafter;

(c) All overtime worked on a Sunday shall be paid for at the rate of double time;

(d) All overtime payments shall be in addition to the actual or weekly wage paid to each employee.

6.8.2 An employee may be required to work reasonable overtime subject to adequate prior notice.

6.8.3 Except in an emergency no employee shall work overtime unless instructed to do so by a person authorised to so instruct.

6.8.4 Subject to mutual agreement in writing between the employer and the employee, an employee may be compensated for overtime worked 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 of overtime in any one week may be taken off at a rate equivalent to the prescribed overtime penalty.

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 the 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, or at the time of termination for any reason by either party, then the employee shall be paid for the overtime worked at the appropriate overtime rate.

6.8.5 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 6.8.1. The employer shall pay the employee's wages 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 6.8 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.

The employer shall maintain an appropriate record of hours accumulated and taken off duty by each employee under clause 6.8.5.

6.8.6 An employee who has worked at least 7.6 ordinary hours on any day and who is required to continue to work after the usual ceasing time shall be supplied with a reasonable meal at the employer's expense, or be paid \$9.60 per meal in lieu thereof, after more than 2 hours, or after more than one hour if overtime continues beyond 6 pm. If an employee continues to so work the employee shall be allowed an additional meal or \$9.60 in lieu thereof for each completed 4 hours work after the first hour:

Provided that an employee is not entitled to a meal or to be paid in lieu of a meal if the employee would not normally take a meal after the 2 hours or the one hour of overtime respectively referred to above.

6.8.7 An employee who works so much overtime between the termination of ordinary work on the one day and the commencement of ordinary work on the next day that at least 10 consecutive hours off duty have not been taken between those times shall, subject to clause 6.8.7 be released after the completion of such overtime until 10 consecutive hours off duty have been taken without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer, such an employee resumes or continues work without having had such 10 consecutive hours off duty, double rates shall be paid until such period off duty is provided without loss of ordinary pay for such time off.

The provisions of clause 6.8.7 shall apply in the case of Shift Workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:

(a) for the purpose of changing shift rosters; or

(b) where a Shift Worker does not report for duty; or

(c) where a shift is worked by arrangement between the employees themselves.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Entitlement

- (a) Every full-time employee shall at the end of each year of employment be entitled to annual leave on full pay of not less than 152 hours of leave:

Provided that a Continuous Shift Worker as defined in clause 1.5.4 shall be entitled to an additional period of paid annual leave as prescribed in clause 7.1:

Provided further that subject to clause 7.1.1(f) and (g), part-time employees accrue annual leave on a proportional basis.

- (b) 12 months on Continuous Shift Work - If an employee during a 12 month period from the anniversary date of their employment works at least 20 rostered shifts of each type of shift defined in clause 1.5.4 (i.e. morning, afternoon and night shifts) and has made themselves available for rostering on all of the 3 types of shift by the employer over such period, such employee shall be entitled to an additional 38 hours paid annual leave for each 12 month period in which an employee has so worked and been so available.

- (c) The mere availability for continuous shift work shall not entitle an employee to additional annual leave.

- (d) Non-continuous shift work

Where an employee has worked on only one or 2 of such types of shift during the period of 12 months referred to such an employee shall not be regarded as a Continuous Shift Worker for the purposes of clause 7.1.

- (e) Less than 12 months' continuous shift work completed - An employee who is not a Continuous Shift Worker in terms of the above but has worked as a Continuous Shift Worker for a portion of the 12 months prior to taking annual leave or who having worked as a Continuous Shift Worker resigns before the completion of 12 months' service, shall be entitled to additional annual leave on a *pro rata* basis in respect of the period of work performed as a Continuous Shift Worker, on the terms below:

Provided that the following minimum number of each of the 3 types of shift have been worked:

- (i) up to and including 3 months' service - no entitlement;
 - (ii) from 3 months and up to but not including 6 months' service - 5 of each shift to be worked;
 - (iii) from 6 months and up to but not including 9 months' service - 10 of each shift to be worked;
 - (iv) from 9 months and up to but not including 12 months' service - 15 of each shift to be worked.
- (f) Part-time employee entitlement after 12 months' continuous shift work - A part-time employee shall be entitled to additional leave on a *pro rata* basis on the same conditions as apply to full-time employees subject to the employee working that number of each of the 3 types of shift which is proportionate to the total number of shifts to be worked by a full-time employee to become entitled to the additional leave.

[For example, an employee employed for 24 hours per week who has worked all 3 types of shift over the 12 months qualifies for additional leave if at least 12 of each type of shift has been worked (20 x 24/38).]

- (g) Part-time employee entitlement if less than 12 months' continuous shift work completed - A part-time employee who is deemed to be a Continuous Shift Worker for less than 12 months in terms of clause 7.1.1(f) shall accrue additional annual leave on a *pro rata* basis, provided that *pro rata* of the minimum of each shift as prescribed in clause 7.1.1(e) has been worked.

[For example, an employee employed for 24 hours per week who resigns after 7 months' service qualifies for additional leave if at least 6 of each type of shift has been worked (10 x 24/38).]

- 7.1.2 Subject to the requirements as to minimum qualifying shifts (where appropriate) prescribed by clause 7.1.1 above, if the employment of an employee is terminated before the expiration of a full year of employment such employee shall be paid in addition to all other amounts due monetary *pro rata* equivalent of the employee's annual leave entitlement prescribed by clause 7.1.1 above.

- 7.1.3 (a) By mutual agreement between employer and employee annual leave may be taken in one or more parts provided that 38 hours of the entitlement shall be available in single day periods and the remaining entitlement shall be available in periods of not less than 38 hours.

- (b) The 38 hours that may be taken in single day periods entitlement referred to in clause 7.1.3(a) are deemed to be the week for which annual leave loading is not payable pursuant to clause 7.1.4 (c) and accordingly single day absences shall not attract annual leave loading.

7.1.4 Calculation of annual leave pay

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

- (a) Shift Workers - Subject to clause 7.1.4 (b) the rate of wage to be paid to a Shift Worker or Continuous Shift Worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.
- (b) All employees - Subject to the provisions of clause 7.1.4 (c), 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 (excluding afternoon and night allowance and week-end penalty rates);
 - (ii) A further amount calculated at the rate of 17 1/2% of the amounts referred to in clause 7.1.4(i).
- (c) The provisions of clause 7.1.4(b) shall not apply to the following:
 - (i) Any period or periods of annual leave exceeding -
 - 190 hours of leave in the case of continuous shift work; or
 - 152 hours of leave in any other case.
 - (ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

If any of the annual leave referred to in clause 7.1 has not been taken as it falls due from time to time, such annual leave, by mutual arrangement, may be accumulated for a period not exceeding 2 years. All leave is to be paid for in advance or at another time by mutual agreement. Annual leave shall be taken to suit the administration of the hospital but in exercising its discretion the administration will give reasonable consideration to the preference of employees.

7.2 Sick leave

7.2.1 Entitlement

- (a) Every full-time employee, 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 each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked by the employee 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; 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*

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

7.3 Bereavement leave

7.3.1 *Full-time and part-time employees*

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

7.3.2 *Long-term casual employees*

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

7.3.3 "Immediate family" includes:

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

7.3.4 *Unpaid leave*

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

7.4 Long service leave

7.4.1 All employees shall be entitled to long service leave on full pay under, subject to, and in accordance with the provisions of the Act.

7.4.2 Subject to clauses 7.4.3 and 7.4.4. below the following enhanced long service leave entitlements shall also apply:

(a) *Introduction*

Upon completion of 10 years' of continuous service with the one employer, employee shall be entitled to 13 weeks' long service leave with pay.

Subject to the foregoing the eligibility for long service leave shall be determined in accordance with clause 7.4.2.

Any leave taken and paid under clause 7.4.2 shall be deducted from the entitlement that would otherwise have accrued under the Act.

(b) *Entitlement*

For all continuous service after 2 January 1996 an employee who completes 10 years' continuous service shall be entitled to long service leave at the rate of 1.3 weeks on full salary for each year of continuous service and a proportionate amount for an incomplete year of service.

For service prior to 2 January 1996, long service leave entitlement shall be as prescribed by the Act as at 2 January 1996 except that an employee shall be entitled to take such leave after 10 years of service as hereafter provided.

Entitlement to enhanced long service leave benefit for service in excess of 15 years with the one employer shall be in accordance with the provisions of the Act.

(c) *Conditions*

The following provisions shall apply in respect of long service leave:

- (i) An application for leave shall be made in writing, in a form determined by the Local Hospital Management
- (ii) Timely notice of the desire for leave shall be given by the employee. The employee shall be given timely advice of whether or not leave is approved. In the event of any disagreement the employer may require an employee to take a period of long service leave by giving 3 months' notice of the request to take long service leave.
- (iii) Leave may be taken up to the total amount of leave due as at the date of commencement of the leave, calculated by:
 - (A) determining the total period of the employee's continuous service having regard to the provisions of clause 7.4 in respect of leave credited for service;
 - (B) determining the total long service leave entitlement appropriate to that period of continuous service;
 - (C) deducting from the total entitlement, long service leave previously taken,
- (iv) The minimum period of long service leave which may be taken at any one time shall be 2 weeks.
- (v) Where an employee becomes ill and is granted sick leave in lieu of long service leave approved, the period of long service leave actually taken shall not be subject to the minimum period requirement set out in clause 7.4.2(iv).
- (vi) Where an employee is recalled from long service leave, the taking of the balance of the leave originally approved shall not be subject to the minimum period requirement set out in clause 7.4.2(iv).

(d) *Cash equivalent*

Cash equivalent on ceasing employment normally occurs at or after ten calendar years continuous service. However, payment can be made for lesser periods of continuous service in the following circumstances:

- Upon retrenchment - 1 year
- Upon ill health retirement - 5 years
- Upon retirement within 10 years of attaining age 65 - 5 years
- Upon death - 5 years

Where an employee dies, the amount which would have been payable to that employee had that employee retired or been dismissed on the date on which the employee actually died shall be paid to the employee's dependants (if any) or, if there be no dependant, to the employee's personal representative.

(e) *Payment in lieu of long service leave not taken*

A person who ceases to be an employee and who at the date of ceasing to be an employee has an entitlement to long service leave shall receive a payment in lieu of long service leave not taken.

The calculation of the amount of the payment shall be based on:

- (i) that entitlement; and
- (ii) the rate of ordinary salary which the person was receiving at the date of ceasing to be an employee.

(f) *Casual employees*

Prior to 23 June 1990 casuals, as a general rule, were not entitled to accrued long service leave. As from 23 June 1990, the Act came into force and casual employees were granted an entitlement to long service leave.

Put simply this means casual employee entitlements are as follows:

DATE	ENTITLEMENT
Prior to 23.6.90	No entitlement - Service does not count.

23.6.90 - 30.3.94	Service counts provided at least 32 hours are worked every 4 weeks.
From 30.3.94 onwards	Service counts provided there is no break between casual engagements of more than 3 months.

(g) *Record keeping*

The Act placed additional responsibility on employers with regard to time and wages records. Section 366 particularly highlights the need to record total hours other than overtime aggregated to 30 June each year as well as entitling the employee to receive a certificate of such accumulated hours calculated to the previous 30 June.

All long service leave entitlements are to be expressed in hours

(h) *Part-time employees - Long service leave*

A part time employee accrues long service leave on a proportionate basis of the entitlement for a full-time employee.

In determining the length of absence of a part-time employee on long service leave, employees should apply for the number of ordinary hours they would have been at work for the required period. The debit against the balance of accrued leave is to be the actual number of hours absent from the duty as described. This principle also applies in the case of employees who have accrued their leave entitlements by working a combination of full time and part-time employment

7.4.3 The provisions of clause 7.4.2 above (excluding the operative date of 2 January 1996 apply to the following hospitals as from 1 July 2002:

Palm Beach Clinic
Riverview Private Hospital
Peninsula Private Hospital
Toowong Private Hospital.

7.4.4 The provisions of clauses 7.4.2 and/or 7.4.3 do not apply to any other member of the Private Hospitals Association of Queensland (Inc.) which, at the time of making this Award, did not have a pre-existing Certified Agreement with the Union at the time of making *the previous* Award (22 November 1999), or did not have a similar arrangement as to long service leave entitlements (as set out herein) agreed with the Union.

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 part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;

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 *Payment for work done*

All work done by any full-time, part-time or casual employee during their ordinary rostered period of duty on the following public holidays - 1st January (New Year's Day), 26th January (Australia Day), Good Friday, Easter Saturday, Easter Monday, the 25th day of April (Anzac Day), the Birthday of the Sovereign, Christmas Day, Boxing Day, Labour Day or annual show day, or on any day appointed under the *Holidays Act 1983* to be kept in place of any such holiday shall be paid for at double time and a-half with a minimum payment as for 4 hours.

7.6.2 For the purposes of clause 7.6:

"Labour Day" shall be the first Monday in May or other day appointed under the *Holidays Act 1983* to be kept in place of that holiday;

"Annual show day" shall be a day in a district specified from time to time by the Minister by notification published in the *Gazette* of 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 for such district:

Provided that where the show is of more than one day's duration the employees may agree with the employer to choose another day during the show period in lieu of the day so appointed, in which case the provisions of clause 7.6.1 shall apply to the day so chosen.

7.6.3 *Double-time and a-half*

For the purpose of clause 7.6, where the rate of wages is a weekly rate "double time and a-half" means one and one-half days wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

7.6.4 *If no work is required by employer to be performed*

- (a) All full-time employees shall be entitled to be paid their ordinary rostered hours for each public holiday mentioned in clause 7.6.1 which falls on a day regularly worked by the employees concerned irrespective of the fact that no work may be required of them by the employer on such day.

A part-time employee who would, as part of their usual roster, have been rostered to work on a day of the week on which public holidays fall, 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.

- (b) If employee rostered off

For each of the public holidays mentioned in clause 7.6.1 which fall on a full-time employee's days off, such employee shall be paid an additional day's wage or shall be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the employee concerned, or an extra day shall be added to the employee's annual leave.

7.6.5 *Annual leave impact - full-time and part-time employees*

- (a) Subject to clause 7.6.4 (b), if any public holiday listed in clause 7.6.1 occurs during the period of a full-time employee's annual leave, there shall be added to the employee's annual leave extra hours equivalent to the number of hours the employee would have worked on that/those holiday/s had the employee not been on annual leave.
- (b) If a part-time employee is rostered regularly to work on the day on which Labour day, annual show day and Easter Saturday fall and such public holiday occurs during a period of the employee's annual leave, there shall be added to the employee's annual leave extra hours equivalent to the number of hours the employee would have worked on that/those holiday/s had the employee not been on annual leave.

7.6.6 *Additional annual leave option*

An employee may agree in writing with an employer to be compensated for an entitlement to extra payment for work performed as prescribed by clause 7.6.1 by an entitlement to additional annual leave on full pay at the appropriate rate calculated in accordance with clause 7.6.1

7.6.7 *Substitution of days*

Where there is agreement between an employee and the employer, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in clause 7.6:

Provided that, where an employee is subsequently required to work on such substituted day, the employee shall be paid the rate applicable for the holiday that has been substituted.

7.6.8 *ADO impact*

In the event that an accrued day off (ADO) coincides with a public holiday another day determined by mutual agreement between the employer and employee shall be taken in lieu thereof, this day to be within the same roster cycle where possible.

7.6.9 *ADO accrual*

Subject to clause 7.6.2, where an employee is not required to work on any specific public holiday it shall be regarded as a day worked for accrual purposes of the ADO.

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

No provisions inserted in this Award relevant to this Part.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

- 9.1.1 The parties are committed to a continuation of the matters comprehended by the Structural Efficiency Principle. The Union commits itself to the concept of multi-skilling and employees may be expected to perform duties which are incidental or peripheral to their main functions. The level of training in the industry shall continue to be reviewed and upgraded where the parties deem it necessary.
- 9.1.2 The parties commit themselves to continuing such 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 will co-operate in ensuring that it is maintained and improved.
- 9.1.4 This training will form the basis of an enhanced career structure in the industry.

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

10.1 Protective clothing

In the event of it becoming necessary to wear overcoats, such overcoats shall be provided by the employer free of charge.

Employees who are required to perform work which results in their clothing becoming wet shall be supplied with waterproof aprons or overalls.

Employees whilst regularly working in the kitchen shall be provided with aprons which shall be maintained in a clean condition by the employee.

Employees who are required to perform work which results in the boots of such employees becoming wet shall be supplied with rubber waterproof boots.

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

11.1.4 *Discussions with employees*

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

Preamble.

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

11.3.1 Documentation to be provided by employer

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

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

11.3.2 Union delegates

- (a) Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.
- (b) The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.3.3 Deduction of union fees

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

11.4 Posting of Award

The following documents shall be exhibited in a conspicuous place at the workplace where they are easily read by the employees in the workplace:

- (a) the full current text of this Award;
- (b) the Family Leave Award.

SCHEDULE A

List of Members of PHAQ

<i>PHAQ Members</i>	<i>Town/City</i>
Cairns Surgical Centre	Manunda
Cairns Private Hospital <i>(formerly Calvary Private Hospital)</i>	Cairns
Campbell Street Surgicentre	Bowen Hills
Canossa Private Hospital	Oxley
Clifton Co-Operative Hospital	Clifton
Cooloola Community Private Hospital	Gympie
Crows Nest & District Co-Operative Hospital	Crows Nest
Eastern Endoscopy Services	Birkdale
Eden Private Health Care <i>(formerly Cooroy Private Hospital)</i>	Cooroy
Eye-Tech Day Surgeries	Spring Hill
Friendly Society Private Hospital	Bundaberg
Greenslopes Day Surgery	Greenslopes
Greenslopes Private Hospital	Greenslopes
Haematology & Oncology Clinics of Australasia	Milton & Sth Brisbane
Killarney & District Memorial Hospital	Killarney
Mackay Day Surgery	Mackay
Mater Misericordiae Hospital, Bundaberg	Bundaberg
Mater Misericordiae Hospital, Gladstone	Gladstone
Mater Misericordiae Hospital, Mackay	Mackay
Mater Misericordiae Hospital, Redlands	Cleveland
Mater Misericordiae Hospital, Rockhampton	Rockhampton
Mater Misericordiae Hospital, Townsville	Pimlico
Mater Misericordiae Hospital, Yeppoon	Yeppoon
Mater Misericordiae Private Hospital	South Brisbane
Montserrat Day Hospitals <i>(Brisbane Gastroscopy & Colonoscopy)</i>	Spring Hill
New Farm Clinic	New Farm
North Queensland Day Surgical Centre	Aitkenvale
Pacific Day Surgery	Southport
Palm Beach Currumbin Clinic	Currumbin
Pioneer Valley Private Hospital	Mt Pleasant
Pittsworth & District Hospital	Pittsworth
QFG Day Theatres	Spring Hill
Queensland Eye Centre Pty Ltd	Spring Hill
South Burnett Community Private Hospital <i>(formerly St. Aubyn's Kingaroy)</i>	Kingaroy
St. Andrew's Toowoomba Hospital	Toowoomba
Sunshine Coast Day Surgery	Cotton Tree
Toowong Private Hospital	Toowong
Toowoomba Surgicentre Pty Ltd	Toowoomba
Vision Centre Day Surgery	Southport.

Dated 22 May 2003.

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

Operative Date: 14 July 2003