

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**PUBLIC SERVICE MEDICAL OFFICERS' AWARD - STATE 2012**

Following the Declaration of the General Ruling in the 2013 State Wage Case (matter numbers B/2013/30 and B/2013/36), the Public Service Medical Officers' Award - State 2012 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 Public Service Medical Officers' Award - State 2012 as at 1 September 2013.

Dated 1 September 2013.

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

**PUBLIC SERVICE MEDICAL OFFICERS' AWARD - STATE 2012**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Paid Rates Award is known as the Public Service Medical Officers' Award - State 2012.

**1.2 Arrangement**

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### **1.3 Award coverage**

This Paid Rates Award applies to Medical Officers employed in the public service for whom classification and salary scales are prescribed in clause 5.1 of this Award and the Chief Executives of the various Departments of the Queensland Public Service as employers in relation to such employees.

### **1.4 Date of operation**

This Award takes effect from 23 May 2012.

### **1.5 Savings**

1.5.1 The provisions of the *Public Service Act 2008* and Regulations made thereunder and the Directives of the Minister responsible for industrial relations will continue to apply to the employees or classes of employees to which the Award applies, where such Acts, Regulations and Directives are applicable, save insofar as the conditions of employment and the remuneration to be received by such employees or classes of employees are affected by the provisions of this Award.

The provision of clause 1.5.1 will not apply to Flying Surgeons, Flying Obstetricians and Gynaecologists and their Medical Officers.

### **1.6 Definitions**

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

1.6.2 "Casual Employee" means an employee who is engaged as such and is paid on an hourly basis to work for not more than 32 hours per week.

1.6.3 "Commission" means the Queensland Industrial Relations Commission.

1.6.4 Where the term "Medical Officer" is used in this Award, it includes those positions for which classification and salary scales are prescribed in clause 5.1.

1.6.5 "Union" means Together Queensland, Industrial Union of Employees or the Australian Salaried Medical Officers' Federation Queensland, Industrial Organisation of Employees.

## **1.7 Parties bound**

This Award is binding on Chief Executives as employers of employees of the Public Service and the Unions and their 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.

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

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

2.2.1 Facilitative Award provisions can be negotiated between management and employees who are directly affected by such proposals or between management and the union depending upon the particular Award provisions.

2.2.2 Employees may be represented by their local union delegate/s and will have the right to be represented by their local Union official/s.

2.2.3 Facilitative Award provisions can only be implemented by agreement.

2.2.4 In determining the outcome from facilitative provisions, neither party should unreasonably withhold agreement.

2.2.5 Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the union depending upon the particular Award provisions.

2.2.6 Where a provision refers to agreement by the majority of employees affected, all employees directly affected will be consulted as a group. Should the consultation process identify employees in specific concerns which relate to either equity or occupational health and safety issues such concerns may be catered for on an individual basis subject to operational requirements.

2.2.7 Any agreement reached must be documented, and must incorporate a review period. Any agreement reached must be documented, and will incorporate a review period.

2.2.8 Where the agreement relates to either the working of ordinary hours on other than a Monday to Friday basis, the introduction of shift work or change to the shift roster the relevant Unions are to be notified in writing at least one week in advance of agreement being sought.

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

### **3.1 Prevention and settlement of disputes**

3.1.1 The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Award, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.

3.1.2 Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party will be prejudiced as to the final settlement by the continuation of

work.

- 3.1.3 There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- 3.1.4 In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures will apply:
- (a) the matter is to be discussed by the employee's Union representative and/or the employee(s) concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
  - (b) if the matter is not resolved as per clause 3.1.4(a), it may be referred by the Union representative and/or the employee(s) to the appropriate management representative who will arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days;
  - (c) if the matter remains unresolved it may be referred to the Chief Executive Officer or nominee for discussion and appropriate action. This process should not exceed 14 days;
  - (d) if the matter is not resolved then it may be referred by either party to the Commission for conciliation.
- 3.1.5 Nothing contained in this procedure will prevent Unions or the Queensland Government from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

## **3.2 Employee grievance procedures**

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

3.2.2 This procedure applies to all industrial matters within the meaning of the Act.

### *3.2.3 Stage 1*

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

### *3.2.4 Stage 2*

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

### *3.2.5 Stage 3*

If the grievance is still unresolved, the manager will advise the Chief Executive and the aggrieved employee may submit the matter in writing to the Chief Executive of the organisation if such employee wishes to pursue the matter further. If desired by either party, the matter may also be notified to the Union.

The Chief Executive will ensure that:

- (a) the aggrieved employee or such employee's Union representative has the opportunity to present all aspects of the grievance;
- (b) the grievance will be investigated in a thorough, fair and impartial manner.

The Chief Executive may appoint another person to investigate the grievance. The Chief Executive may consult with the Union in appointing an investigating person. The appointed person must be other than the employee's supervisor or manager.

If the matter is notified to the union, the investigating person may consult with the union during the course of the investigation. The Chief Executive must advise the employee initiating the grievance, such employee's Union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.

The Chief Executive may delegate such Chief Executive's grievance resolution powers under this clause to a nominated representative.

3.2.6 The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:

Stage 1 Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure should not extend beyond 7 days.

Stage 2 Not to exceed 7 days.

Stage 3 Not to exceed 14 days.

3.2.7 If the grievance is not settled the matter may be referred to the chief executive of the Public Service Commission or the Commission by the employee or the Union, as appropriate, in accordance with the respective jurisdictions of the tribunals.

3.2.8 Subject to legislation, while the grievance procedure is being followed, normal work is to continue, except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party will be prejudiced as to the final settlement by the continuation of work.

3.2.9 Where the grievance involves allegations of sexual harassment, an employee may commence the procedure at Stage 3.

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

### **4.1 Anti-discrimination**

4.1.1 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 varied from time to time, which includes:

(a) discrimination on the basis of sex, relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality 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.

4.1.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clauses 3.1 and 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.

4.1.3 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.

4.1.4 Nothing in clause 4.1 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 Australian Human Rights Commission/Anti-Discrimination Commission.

### **4.2 Casual employees**

4.2.1 A casual Medical Officer must be paid 23% in addition to the ordinary Award rates of pay for the class of work upon which such employee is engaged. Each daily engagement will stand alone, with a minimum payment as for 2 hours' work made in respect to each engagement. Where applicable, a casual Medical Officer will be further entitled to the provisions of overtime, and payment for work performed on public holidays.

4.2.2 Provided also that in addition to the provisions of clause 4.2.1, a casual employee will be further entitled to payment of any applicable Award allowances based *pro rata* on the number of hours worked in relation to the ordinary hours of the Award classification.

4.2.3 Except in accordance with clauses 4.2.1 and 4.2.2, a casual employee will not be entitled to any other Award payment.

### 4.3 Part-time employees

#### 4.3.1 Hours

Subject to the provisions of clause 5.2 of this Award the ordinary working hours of a part-time employee must not be more than 0.8 of the total ordinary weekly working hours of a full-time employee with the number of hours worked being fixed and constant over a weekly period.

#### 4.3.2 Payment of wages

A part-time employee must be paid at the same hourly rate as a full-time employee for performing duties of the same Award classification. A part-time employee will also be entitled to any allowances applicable based *pro rata* on the number of hours worked in relation to the ordinary full-time hours applicable to the Award classification.

#### 4.3.3 Public holidays

The public holiday provisions of clause 7.4 of this Award will apply, provided that a part-time employee who usually works on a day of the week on which a public holiday falls, and who is not required to work on that day, will be paid for the hours which would otherwise have been worked on that day.

4.3.4 Subject to the provisions contained herein, all other provisions of this Award applicable to a full-time employee will apply *pro rata* to a part-time employee based upon the actual number of hours worked per week.

## PART 5 - WAGES AND WAGE RELATED MATTERS

### 5.1 Salaries

5.1.1 The salaries prescribed by this Paid Rates Award are expressed in both fortnightly and annual rates. The fortnightly rates are the minimum Award rates and annual rates are shown for information purposes only.

5.1.2 Medical Officers will be paid a minimum salary in accordance with one of the classification levels hereunder:

Classification Level	Total Rate Per Fortnight \$
1	4,086.70
2	4,386.50
3	4,726.40
4	4,871.90
5	5,016.70
6	5,162.80
7	5,308.20
8	5,471.70
9	5,756.60
10	5,944.60
11	6,128.30
12	6,500.20
13	6,659.40
14	6,938.80

NOTE: *The above rates incorporate adjustments based upon the State Government Departments' Certified Agreement 2006 (CA/2006/308).*

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2013 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

5.1.3 Salaries will be paid at least fortnightly by electronic funds transfer. Provided that payment by other means will be at the discretion of the employer.

## **5.2 Compensation for on call**

5.2.1 Where a Medical Officer is instructed to hold themselves available on call outside their ordinary working hours, they will be paid an allowance as follows:

- (a) Where the Medical Officer is on call throughout the whole of a Saturday, Sunday or a public holiday, they will receive an amount equal to 90% of the hourly rate as determined in accordance with clause 5.2.2.
- (b) Where the Medical Officer is on call during a day only on a Saturday, Sunday or a public holiday, they will receive an amount equal to 45% of the hourly rate as determined in accordance with clause 5.2.2.
- (c) Where the Medical Officer is on call during a night only, they will receive an amount equal to 45% of the hourly rate as determined in accordance with clause 5.2.2.

For the purposes of clause 5.2, a "night" will be deemed to consist of those hours falling between 6.00 p.m. and 8.30 a.m. or mainly between such hours.

For the purposes of clause 5.2, a "day" on a Saturday, Sunday or a public holiday will be deemed to consist of those hours falling between 8.30 a.m. and 6.00 p.m. or mainly between such hours:

Provided that in respect of Medical Officers employed at psychiatric hospitals a "night" will be deemed to consist of those hours falling between 5.30 p.m. and 8.00 a.m. or mainly between such hours and a "day" on Saturday, Sunday or a public holiday will be deemed to consist of those hours falling between 8.00 a.m. and 5.30 p.m. or mainly between such hours.

5.2.2 (a) For those Medical Officers in receipt of a salary from the level 1 to 11 inclusive, the hourly rate will be determined as 1/80th of the ordinary fortnightly salary prescribed under clause 5.1 of this Award.

- (b) For those Medical Officers in receipt of the salary at the level of 12 and above, the hourly rate will be determined as 1/80th of the fortnightly salary applicable to level 11 prescribed under clause 5.1 of this Award.

5.2.3 Payment as detailed in clauses 5.2.1 and 5.2.2 of this Award can only be made where the Medical Officer is on call for clinical duties.

## **5.3 Superannuation**

Subject to federal legislation, the employer must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).

Where federal legislation provides for choice of fund rights to an employee subject to this Award, and that employee fails to elect which superannuation fund to which employer contributions are directed, the employer will direct contributions to such fund as prescribed by the abovementioned Queensland legislation.

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

### **6.1 Overtime**

6.1.1 Medical Officers covered by this Award who are required to commence duty prior to 8.30 a.m. or to continue duty after 6.00 p.m. will be paid for the work performed at an hourly rate of 1/80th of the ordinary fortnightly salary, taken to the nearest quarter of an hour.

6.1.2 Medical Officers who are required to resume duty prior to 8.30 a.m. or after 6.00 p.m. Monday to Friday or outside of the rostered shift on weekends will be paid for work performed at the hourly rate of 1/80th of the ordinary fortnightly salary, taken to the nearest quarter of an hour.

6.1.3 Medical Officers who are recalled to duty prior to 8.30 a.m. or after 6.00 p.m. Monday to Friday or outside of a rostered shift on weekends will be paid for work performed at one and a-half times the hourly rate as calculated in clause 6.1.1, with a minimum payment as for 2 hours for the first recall and as for one hour for any subsequent recall in any period of 24 hours:

Provided that any recall within the minimum period of 2 hours or one hour will not be regarded as a separate call out.

6.1.4 Provided that in respect of Medical Officers employed at psychiatric hospitals the provisions of clause 6.1 apply outside the hours of 8.00 a.m. and 5.30 p.m.

6.1.5 Payment as detailed in clauses 6.1.1, 6.1.2, 6.1.3 and 6.1.4 will only be made for clinical duties performed.

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

### **7.1 Annual Leave**

7.1.1 Medical Officers (other than a casual employee) are entitled to 4 weeks annual leave per annum:

Provided that where work is ordinarily required to be performed on public holidays, every employee so engaged who has completed a full year of employment will be allowed an additional one week annual leave. The additional week's leave will be in lieu of extra payment for the work performed on public holidays.

7.1.2 Annual leave may be allowed to accumulate for 2 years.

7.1.3 Except in the case of misconduct, Medical Officers will be paid the cash equivalent of leave due on ceasing duty with a Department.

7.1.4 Payments to an Officer must not be less than the sum of the following amounts:

- (a) The Officer's ordinary rate of salary as prescribed by this Award for the period of such leave (excluding any penalty rates).
- (b) A further amount calculated at the rate of 17 ½% of the amount referred to in clause 7.1.4(a).

Provided further that the amount referred to in clause 7.1.4(b) will not apply to any period of annual leave in excess of 4 weeks accumulated in any one year.

7.1.5 All Medical Officers will have their annual leave entitlement debited by the number of working days between Christmas Day and New Year's Day inclusive when there is a compulsory closure of Government establishments over the Christmas/New Year period.

### **7.2 Family Leave**

7.2.1 The provisions of the *Family Leave (Queensland Public Sector) Award - State 2012* (including carer's leave) apply.

The entitlements to family leave include:

- Maternity leave;
- Spousal leave;
- Adoption leave;
- Surrogacy leave;
- Part-time work;
- Carer's leave;
- Bereavement leave;
- Cultural leave.

The conditions for paid family leave are found in the Parental Leave Directive, as issued and amended by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

### **7.3 Sick Leave**

Sick leave (leave of absence on account of illness) on full salary will accumulate at the rate of 10 working days for each completed year of service and a proportionate amount for an incomplete year of service.

- Leave may be taken for part of a day;
- Entitlement to sick leave is conditional on the employee promptly notifying the employer of their absence and of its expected duration;
- An application for sick leave of more than 3 days is to be supported by a medical certificate or any other evidence that is acceptable to the employer.

The entitlements for sick leave are prescribed under the Sick Leave Directive, as issued and amended by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

### **7.4 Public holidays**

7.4.1 All work done by Medical Officers during their ordinary shifts on:



- the 1st January;
- the 26th January;
- Good Friday;
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

will be paid for at the rate of one and a-half times the ordinary rate.

#### 7.4.2 *Labour Day*

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

#### 7.4.3 *Annual show*

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

7.4.4 All work done by any Medical Officer on Easter Saturday (the day after Good Friday) will be paid for at the rate of double time and a-half.

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

For the purpose of clause 7.4, where the rate of wages is a fortnightly rate "double time and a-half" will mean one and one-half day's wages in addition to the prescribed rate, or *pro rata* if there is more or less than a day.

7.4.6 Where a Medical Officer is rostered off on Labour Day, annual show day or Easter Saturday they will be paid an additional day's wage or be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the Medical Officer concerned or an extra day will be added to the annual leave for each such day on which the Medical Officer is rostered off:

Provided that in respect to Easter Saturday, clause 7.4.6 will not apply to Medical Officers who are not ordinarily required to work on weekends.

### 7.5 **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 - TRANSFER, TRAVELLING 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, learning and development**

- 9.1.1 The parties to this Award recognise that in order to increase efficiency and productivity a greater commitment to learning and development is required.
- 9.1.2 Accordingly, the parties commit themselves to developing a more highly skilled and flexible workforce and providing employees with career opportunities through appropriate training to acquire additional skills and knowledge for performance of their duties.
- 9.1.3 Within each agency a consultative mechanism and procedures involving representatives of management, employees and public sector unions will be established as determined by the chief executive having regard to the size, structure and needs of that agency.
- 9.1.4 Following consultation the chief executive will develop a learning and development strategy consistent with -
- (a) the current and future needs of the agency;
  - (b) the size, structure and nature of the operations of the agency;
  - (c) the need to develop vocational skills relevant to the Agency through courses conducted wherever possible by accredited educational institutions and providers.
- 9.1.5 Learning and development may be both on-the-job or off-the-job and either internal or external to the organisation.
- 9.1.6 Learning and development provided should assist employees in obtaining accredited competencies, knowledge and skills consistent with the Australian Qualifications Framework.
- 9.1.7 All such learning and development should be directed at enabling employees to enhance skills relevant to duties to be performed. Employees will be expected to attend scheduled learning and development activities.

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

### **10.1 Clothing**

- 10.1.1 Where protective clothing is warranted because of the nature of the work being performed, Medical Officers covered by this Award must be supplied with outer duty garments free of charge.

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

### 11.1.4 *Discussions with employees*

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

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

### 11.1.5 *Conduct*

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

## **11.2 Time and wages record**

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.2.5 Consistent with the Attendance - Recording, Reporting and Public Holidays Directive as issued and amended by the Minister responsible for industrial relations under section 54 of the *Public Sector Act 2008*, a Chief executive may specifically exempt those employees who have been, or who are a class of office from a system for recording starting and finishing times, meal breaks and absences from duty.

### **11.3 Union encouragement**

11.3.1 The parties recognise the right of individuals to join a Union and will encourage that membership. However, it is also recognised that Union membership remains at the discretion of individuals.

11.3.2 An application for Union membership and information on the relevant Union/s will be provided to all employees at the point of engagement.

11.3.3 Information on the relevant Union(s) will be included in induction materials.

11.3.4 Union representative(s) will be provided with the opportunity to discuss union membership with new employees.

11.3.5 Where requested by public sector unions, agencies and public sector units will provide payroll deduction facilities for Union subscriptions.

### **11.4 Union delegates**

11.4.1 The parties acknowledges the constructive role democratically elected Union delegates undertake in the workplace in relation to Union activities that support and assist members. That role will be formally recognised, accepted and supported.

11.4.2 Public sector employees will be given full access to Union delegates/officials during working hours to discuss any employment matter or seek Union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.

11.4.3 Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.

11.4.4 Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

### **11.5 Industrial relations education leave**

11.5.1 Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.

Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year, approved by the chief executive (or delegated authority) of the agency, to attend industrial relations education sessions,.

Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the chief executive (or delegated authority) of the agency, the relevant Union and the employee.

Upon request and subject to approval by the chief executive (or delegated authority) of the agency, employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences, and ACTU Congress.

11.5.2 The granting of industrial relations education leave or any additional special leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the agency/work unit concerned. At the same time such leave must not be unreasonably refused. At the discretion of the chief executive of the agency/public sector unit concerned, public sector employees may be granted special leave without pay to undertake work with their Union.

#### **11.6 Leave to undertake work with relevant Union**

At the discretion of the employer, employees may be granted special leave without salary to undertake a period of work with the relevant Union.

#### **11.7 Award Posting**

A copy of this Award will be displayed in a conspicuous and convenient place on the employer's premises so as to be easily read by all relevant employees.

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