

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016*

*Parks and Wildlife Employees Award – State 2016*

*Matter No. B/2020/40, B/2020/41 and B/2020/43*

**REPRINT OF AWARD UNDER SECTION 980**

**Certification of Reprint**

Following the general ruling made by the Commission in the 2020 State Wage Case, the *Parks and Wildlife Employees Award – State 2016* is hereby reprinted, under s 980 of the *Industrial Relations Act 2016*.

I hereby certify that the Award contained herein is a true and correct copy of the Parks and Wildlife Employees Award – State 2016 as at 1 September 2020.

**Name of modern award:** *Parks and Wildlife Employees Award – State 2016*

**Operative date of the modern award reprint:** 1 September 2020

**Operative date of modern award:** As per clause 2 of the modern award

By the Registrar

M. SHELLEY

1 September 2020

# PARKS AND WILDLIFE EMPLOYEES AWARD – STATE 2016

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## **PART 1 - Title and Operation**

### **1. Title**

This Award is known as the *Parks and Wildlife Employees Award – State 2016*.

### **2. Operation**

This Award, made on 6 April 2016, operates from 1 June 2016.

### **3. Definitions and interpretation**

Unless the context otherwise requires, in this Award:

**Act** means the *Industrial Relations Act 2016*

**chief executive** means a person appointed to that role pursuant to the provisions of the *Public Service Act 2008* or, for the purposes of this Award, such other person to whom the chief executive has delegated specific authorities

**classification level** comprises a minimum salary rate plus a number of increments through which employees will be eligible to progress

**Commission** means the Queensland Industrial Relations Commission

**directive** means a ruling, or part of a ruling, made under section 53 or section 54 of the *Public Service Act 2008*

**employee** means a person described in clause 4.1(a) of this Award and refers to rangers or wildlife officers

**generic level statement** means a broad, concise statement of the duties, skills and responsibilities indicative of a given classification level

**increment** means for all employees an increase in salary from one paypoint to the next highest paypoint within a classification level

**paypoint** means the specific rate of remuneration payable to employees within a classification level

**public holiday** has the same meaning as that provided in Schedule 5 of the Act

**QES** means the Queensland Employment Standards contained in Part 3 of Chapter 2 of the Act

**rostered day off** means a day, other than a scheduled day off, on which an employee is not rostered for duty as a result of time accrued under a method of working ordinary hours implemented in accordance with clauses 15.1 and 15.2

**scheduled day off** means:

- for an employee whose ordinary hours of duty are Monday to Friday: Saturday and Sunday
- for an employee whose ordinary hours of duty include a Saturday and/or Sunday: one of the two days each week, or four days each fortnight, that the employee is not rostered for duty in accordance with clause 15.1(i). Depending on the working arrangements, a Saturday and/or Sunday may also be a scheduled day off

**spread of hours** means 0000 until 2400, Monday to Sunday

**TOIL** means time off in lieu of payment for overtime and is on a time for time basis

**union** means one of the industrial organisations of employees mentioned in clause 4.1(c)

**work unit** means an identifiable group of employees within the employ of the employer covered by this Award

#### **4. Coverage**

**4.1** This Award applies to:

- (a) rangers and wildlife officers whose salaries or rates of pay are fixed by this Award employed pursuant to section 147 of the *Public Service Act 2008*; and
- (b) each chief executive (however titled) of a government department or entity which employs employees covered by this Award in their capacity as the employer of such employees; and
- (c) the following industrial organisations of employees:
  - (i) Australian Institute of Marine and Power Engineers' Union of Employees, Queensland; and
  - (ii) The Australian Workers' Union of Employees, Queensland,to the exclusion of any other award.

#### **4.2 Directives which apply to employees covered by this Award**

In addition to conditions of employment provided in this Award, Schedule 3 records those directives about specified matters which apply to employees covered by this Award.

#### **4.3 Existing conditions of employment**

The making of this Award is not intended to increase or decrease entitlements or terms and conditions of employment overall as they existed immediately prior to the commencement of this Award by reason only of the coming into force of this Award.

#### **5. The Queensland Employment Standards and this Award**

This Award together with the QES provide for a minimum safety net of enforceable conditions of employment for employees covered by this Award.

#### **6. Enterprise flexibility and facilitative award provisions**

##### **6.1 Enterprise flexibility**

- (a) As part of a process of improvement in productivity and efficiency, discussion should take place at an enterprise level 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.
- (b) The consultative processes established in an enterprise in accordance with clause 6.1 may provide an appropriate mechanism for consideration of matters relevant to clause 6.1(a). Union delegates at the place of work may be involved in such discussions.

- (c) Any proposed genuine agreement reached between the employer and employees in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 4 of the Act and is to have no force or effect until approval is given.

## **6.2 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 shall apply:

- (a) Facilitative award provisions can be negotiated between management and employees who are directly affected by such proposals or between management and the union depending on the particular award provisions.
- (b) Employees may be represented by their local union delegate/s and shall have the right to be represented by their local union official/s.
- (c) Facilitative award provisions can only be implemented by agreement.
- (d) In determining the outcome from facilitative provisions neither party should unreasonably withhold agreement.
- (e) Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the union depending upon the particular award provisions.
- (f) Where a provision refers to agreement by the majority of employees affected, all employees directly affected shall be consulted. This consultation shall be undertaken where practicable as a group, or in groups. Should the consultation process identify employees with 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.
- (g) Any agreement reached must be documented and shall incorporate a review period.
- (h) 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 a change to the shift roster, the relevant union/s are to be notified in writing at least one week in advance of agreement being sought.

## **PART 2 - Dispute Resolution**

### **7. Dispute resolution**

#### **7.1 Prevention and settlement of disputes - Award matters**

- (a) 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.
- (b) 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 shall be prejudiced as to the final settlement by the continuation of work.
- (c) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.

- (d) In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures shall apply:
- (i) 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;
  - (ii) if the matter is not resolved as per clause 7.1(d)(i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;
  - (iii) if the matter remains unresolved it may be referred to the chief executive for discussion and appropriate action. This process should not exceed 14 days;
  - (iv) if the matter is not resolved then it may be referred by either party to the Commission.
- (e) Nothing contained in this procedure shall prevent a union or the employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

## **7.2 Employee grievance procedures - other than Award matters**

- (a) 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.
- (b) The following procedure applies to all industrial matters within the meaning of the Act:
- Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall 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.
  - Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's union representative during the course of Stage 2.
  - 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 if such employee wishes to pursue the matter further. If desired by either party the matter shall also be notified to the relevant union.
- (c) The chief executive shall ensure that:
- (i) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
  - (ii) the grievance shall be investigated in a thorough, fair and impartial manner.
- (d) The chief executive may appoint another person to investigate the grievance. The chief executive may consult with the relevant union in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.

- (e) If the matter is notified to the union, the investigator shall consult with the union during the course of the investigation. The chief executive shall 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.
- (f) 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 shall not extend beyond 7 days.
  - Stage 2: Not to exceed 7 days.
  - Stage 3: Not to exceed 14 days.
- (g) If the grievance is not settled the matter may be referred to the Commission by the employee or the union.
- (h) 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 shall be prejudiced as to the final settlement by the continuation of work.
- (i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

- (a) An employee may be employed on a full-time, part-time or casual basis.
- (b) A full-time or part-time employee may be employed for a specified period of time or for a specified task or tasks. Such employees shall be entitled to the same provisions as a full-time or part-time employee as the case may be, excluding the provisions of clause 9.
- (c) Employees shall be advised of the basis of their employment in writing upon appointment.

#### **8.1 Full-time employment**

A full-time employee is one who is engaged to work an average of 38 ordinary hours per week.

#### **8.2 Part-time employment**

- (a) A part-time employee is an employee who:
  - (i) is engaged to work a regular pattern of hours each fortnight up to 32 ordinary hours per week and a minimum of 8 hours per week; and
  - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/76th of the minimum fortnightly rate of pay for their classification.
- (c) (i) By mutual agreement with their employer, a part-time employee may elect to work additional ordinary hours above their regular hours, up to and including full-time equivalent



hours. The additional hours so worked are also to be taken into account in the *pro rata* calculation of all entitlements.

- (ii) Any such additional hours worked in excess of the agreed hours on any one day are to be paid for at the ordinary hourly rate or taken as TOIL in accordance with clause 18.3.
- (d) The minimum payment on any day when work is performed shall be for 2 hours' work.

### **8.3 Casual employment**

- (a) (i) A casual employee is an employee who is engaged and paid as such.
- (ii) A casual employee cannot be employed to work more ordinary hours than are worked by an equivalent full-time employee each week.
- (b) A casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (c) For each ordinary hour worked a casual employee shall be paid no less than 1/76th of the minimum fortnightly rate of pay for their classification plus a casual loading of 23%.
- (d) The casual loading of 23% is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment. The loading constitutes part of the casual employee's salary for the purpose of calculating overtime, weekend penalties, public holiday and shift payments, where relevant.
- (e) Each casual engagement stands alone with a minimum payment as for 2 hours' work.
- (f) The long service leave entitlement of casual employees is recorded in clause 22.

### **8.4 Probationary employment**

- (a) Except where the employer and an employee agree to a different period or no period of probation prior to commencement of employment, the engagement of a full-time or part-time employee will in the first instance be subject to a probationary period of 3 months duration. If a period of probation of longer than 3 months is agreed, it must:
  - (i) be agreed in writing; and
  - (ii) be a reasonable period having regard to the nature and circumstances of the employment.
- (b) The employer may terminate the employment of an employee who is on probation at any time during the probationary period.
- (c) Where an employee's service is considered satisfactory or where an employee's service exceeds the designated probationary period or agreed extension the employee's appointment will be deemed to be confirmed.

### **8.5 Anti-discrimination**

- (a) In fulfilling their obligations under this Award, the parties must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects. Discrimination includes:
  - (i) 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 in relation to, a person identified on the basis of any of the above attributes;

- (ii) sexual harassment; and
- (iii) racial and religious vilification.

(b) Nothing in clause 8.5 is to be taken to affect:

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

## **9. Termination of employment**

### **9.1 Notice of termination by the employer**

Notice of termination by the employer is provided for in Division 13 of the QES. Clauses 9.2 to 9.5 supplement the QES provisions.

### **9.2 Notice of termination by an employee**

- (a) Unless otherwise agreed between the employer and an employee the notice of termination required by an employee, other than a casual employee, will be the same as required of the employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- (b) If an employee fails to give the required notice the employer will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of salary for the period of notice not provided.

### **9.3 Notice cannot be offset**

In the absence of mutual agreement between the employer and the employee, annual leave or any part thereof cannot be considered as or nominated as notice for the purpose of giving notice of termination of employment.

### **9.4 Job search entitlement**

Where the employer has given notice of termination to an employee for reasons other than redundancy, the employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

### **9.5 Statement of employment**

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

## **10. Redundancy**

### **10.1 Redundancy pay**

Redundancy pay is provided for in Division 13 of the QES. Clauses 10.2 to 10.9 supplement the QES provisions.

*Note: Where a directive about redundancy and retrenchment covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

### **10.2 Consultation before termination**

- (a) Where the employer decides that the employer no longer wishes the job an employee/s 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/s directly affected and, where relevant, their union/s.
- (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 10.2(a) and shall cover the reasons for the proposed termination/s and measures to avoid or minimise the termination/s and/or their adverse effects on the employee/s concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employee/s concerned and, where relevant, their union/s, all relevant information about the proposed termination/s including the reasons for the proposed termination/s, 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.
- (d) Notwithstanding the provision of clause 10.2(c), the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### **10.3 Transfer to lower paid duties**

- (a) Where an employee is transferred to lower paid duties by reason of redundancy the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under the redundancy pay provisions of the QES.
- (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.

### **10.4 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments

they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

### **10.5 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must 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 must, at the request of the employer, produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) Clause 10.5 applies instead of clause 9.4 in cases of redundancy.

### **10.6 Transmission of business**

- (a) Where a business is, whether before or after the date of commencement of this Award, transmitted from the 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 clauses 10.6 and 10.7, '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.

### **10.7 Exemption where transmission of business**

The provisions of clause 10.6 are not applicable where a business is, before or after the date of commencement of this Award, transmitted from the employer (transmittor) to another employer (transmittee) in any of the following circumstances:

- (a) 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
- (b) where the employee rejects an offer of employment with the transmittee:
  - (i) 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
  - (ii) 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.

### **10.8 Alternative employment**

The 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.

### **10.9 Employees exempted**

Clauses 10.1 to 10.8 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to an employee engaged for a specific period or task/s; or
- (c) to a casual employee; or
- (d) to an employee with less than one year's continuous service, in which case the general obligation on the employer should be no more than to give the relevant employee 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 employee of suitable alternative employment.

## **11. Consultation - Introduction of changes**

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

- (a) Where the 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/s.
- (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.
- (c) Where the Award makes provision for alteration of any of the matters referred to in clauses 11.1(a) and (b) an alteration shall be deemed not to have significant effect.

### **11.2 Employer's duty to consult over change**

- (a) The employer shall consult the employees affected and, where relevant, their union/s 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 ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 11.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union/s, 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.
- (d) Notwithstanding the provision of clause 11.2(c) the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

## PART 4 - Minimum Salary Levels, Allowances and Related Matters

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 (Supported Wage System) apply.)*

### 12. Classifications and minimum salary levels

#### 12.1 Classification structure

Employees covered by this Award are to be classified into the Operational stream. The Operational stream comprises those roles, the duties of which apply to various functional areas, the incumbents of which are required to possess a range of skills appropriate to this stream.

#### 12.2 Allocation to stream and classification levels

- (a) Allocation of employees to a classification level within the Operational stream shall be in accordance with the generic level statements contained in Schedule 1. These statements reflect the degree of complexity and responsibility of duties, skills and knowledge proceeding from the lowest to the highest classification levels. Their purpose is to provide an indication as to the classification level appropriate to any packaging of duties.
- (b) Notwithstanding anything contained elsewhere in this Award, an applicant who is appointed to a position may, at the discretion of the relevant employer, be offered and appointed to any paypoint within a level based on recognition of skills, knowledge and abilities.

#### 12.3 Minimum salary levels

##### (a) Operational stream

The minimum salaries payable to rangers and wildlife officers, including employees under 21 years of age, are prescribed in the table below:

Classification Level	Paypoint	Relativity to Age 21 Rate %	Award Rate <sup>1</sup> Per Fortnight \$ <sup>2</sup>	Annual Salary <sup>3</sup> \$ <sup>2</sup>
<b>Level 1</b>	<b>1</b>	71	1,362	35,533
	<b>2</b>	76	1,458	38,038
	<b>3</b>	82	1,573	41,038
	<b>4</b>	87	1,669	43,543
	<b>5</b>	93	1,784	46,543
	<b>6</b>	98	1,880	49,047
<b>Level 2</b> Age 21 <sup>4</sup>	<b>1</b>	100	1,918 <sup>4</sup>	50,039
	<b>2</b>		1,969	51,369
	<b>3</b>		2,022	52,752
	<b>4</b>		2,073	54,082
<b>Level 3</b>	<b>1</b>		2,104	54,891
	<b>2</b>		2,145	55,961
	<b>3</b>		2,190	57,135
	<b>4</b>		2,235	58,309
<b>Level 4</b>	<b>1</b>		2,325	60,657
	<b>2</b>		2,398	62,561
	<b>3</b>		2,473	64,518
	<b>4</b>		2,544	66,370

Classification Level	Paypoint	Relativity to Age 21 Rate %	Award Rate <sup>1</sup> Per Fortnight \$ <sup>2</sup>	Annual Salary <sup>3</sup> \$ <sup>2</sup>
<b>Level 5</b>	<b>1</b>		2,609	68,066
	<b>2</b>		2,691	70,205
	<b>3</b>		2,778	72,475
	<b>4</b>		2,860	74,615
<b>Level 6</b>	<b>1</b>		2,980	77,745
	<b>2</b>		3,060	79,832
	<b>3</b>		3,136	81,815
<b>Level 7</b>	<b>1</b>		3,282	85,624
	<b>2</b>		3,359	87,633
	<b>3</b>		3,437	89,668

Notes:

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2020 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest dollar.

<sup>3</sup> Annual salaries (fortnightly rate x 26.089) are for reference purposes only.

<sup>4</sup> Identifies the minimum salary payable to an employee aged 21 years and over classified in the Operational stream.

- (b) The salaries in clause 12.3(a) contain compensation for:
- (i) general estate maintenance work;
  - (ii) the use of vehicles, small plant and mechanical/electrical equipment as and when required; and
  - (iii) the cleaning of rubbish/litter.

**(c) Payment of salaries**

Salaries shall be paid fortnightly and may at the discretion of the employer be paid by electronic funds transfer.

**12.4 Work allocation**

An employee appointed to or relieving in a role within a classification level may be allocated and subsequently reallocated to any role within that particular classification level.

**12.5 Incidental and peripheral tasks**

The employer may direct an employee to carry out duties that are within the particular employee's skill, competence and training provided:

- (a) the direction does not affect the employee's entitlement to higher or other duties allowances provided in this Award; and
- (b) all such directions are consistent with the employer's responsibilities to provide a safe and healthy working environment.

**12.6 Movement between classification levels**

- (a) Movement between classification levels will be based on appointment on merit to vacancies.

- (b) An employee classified at level 1 is entitled to progress to level 2, paypoint 1, upon attaining the age of 21 years.
- (c) An employee promoted to a position at a higher classification level shall be appointed to paypoint 1 of that higher classification level unless the employee has been acting in a role at that higher level, or above, immediately prior to the promotion, in which case the time spent by the employee acting in the higher duties capacity is to be taken into account in determining the paypoint to which the employee is to be assigned.

*Note: Where a directive about higher duties covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

## **12.7 Movement within classification levels - increments**

Movement within classification levels is to be based on meeting the following requirements:

- (a) Except in the case of an employee who is paid the prescribed basic salary on attaining the age of 21 years or in the case of a promotion, or transfer and promotion, from one classification level to another, an increase is not to be made to the salary of any employee until:
  - (i) In the case of a full-time employee: the employee has received a salary at a particular classification and paypoint for a period of 12 months.
  - (ii) In the case of a part-time employee at classification level 1, 2 or 3: the employee has received a salary at a particular classification and paypoint on a *pro rata* basis for a period of 12 months.
  - (iii) In the case of a part-time employee at classification level 4, 5, 6 or 7:
    - (A) the employee has received a salary at a particular classification and paypoint for a period of at least 12 months; and
    - (B) the employee has worked 1,200 ordinary hours in such classification.
  - (iv) In the case of a casual employee with 12 months **continuous service** with the same employer:
    - (A) the employee has received a salary at a particular classification and paypoint for a period of at least 12 months; and
    - (B) the employee has worked 1,200 ordinary hours in such classification.

For the purpose of clause 12.7(a)(iv), **continuous service** for a casual employee is considered to be broken if more than 3 months, excluding any public holidays, has elapsed between the end of one employment contract and the start of the next employment contract.

- (b) Notwithstanding the provisions of clause 12.7(a), an employee is not entitled to move to the next salary increment level unless:
  - (i) In the case of an employee at level 1, 2 or 3: the conduct, diligence and efficiency of the employee has been certified by the chief executive to have been and to be satisfactory.
  - (ii) In the case of an employee at level 4, 5, 6 or 7: performance objectives have been achieved as certified by the chief executive.



## **12.8 Performance of higher duties**

- (a) An employee directed to temporarily fill a position for more than three consecutive working days at a higher classification level under this Award shall be paid extra remuneration at the first paypoint of the classification level of the position being temporarily filled.
- (b) An employee directed to temporarily fill a position for more than three consecutive working days at a higher classification level within a different stream under another Award shall be paid extra remuneration either:
- (i) at the first paypoint of the classification level of the position being temporarily filled; or
  - (ii) at the next highest paypoint above their existing salary level within the classification level of the position being temporarily filled,
- whichever is higher.
- (c) The period/s that an employee temporarily relieves at an equal or higher classification level under this or another Award is to be recognised as service when reverting back to the employee's substantive level, if the following conditions are satisfied:
- (i) the relieving was at the same or at a higher level to the classification level to which the employee has been appointed under this Award; and
  - (ii) the employee has met the performance objectives of the higher classification level at which the employee relieved.

*Note: Where a directive about higher duties covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

## **13. Allowances**

### **13.1 Anchoring out and victualling allowance**

Whilst at sea and away from their appointed headquarters overnight, employees will be entitled to:

- (a) an anchoring out allowance of \$18.24 for each overnight absence; and
- (b) a victualling allowance in respect of each meal the employee is required to provide for themselves and an incidental allowance as prescribed below:
  - breakfast - \$23.60
  - lunch - \$27.00
  - dinner - \$46.45
  - incidental expenses - \$19.30

### **13.2 Commercial vessel masters allowance**

An employee who is required by Commonwealth legislation to possess a certificate of competency, i.e. "Coxswain Grade 1 Near Coastal (NC) - Restricted to Sheltered Waters" or higher qualification in order to perform their day-to-day duties shall be paid an extra \$28.60 per fortnight.

### **13.3 Construction, reconstruction, alteration, repair and/or maintenance work allowance**

- (a) An employee whilst actually engaged on construction, reconstruction, alteration, repair and/or maintenance work (as defined in clause 13.3(b)) on site and in accordance with an approved work program shall be paid an additional \$1.46 per hour, which is to be treated as part of the

employee's ordinary weekly wage rate for all purposes of this Award, to compensate for all disabilities associated with construction or reconstruction work.

- (b) For the purposes of clause 13.3(a), **construction, reconstruction, alteration, repair and/or maintenance work** will mean track development and maintenance and assisting in the construction, reconstruction, alteration, repair or maintenance of:
- (i) toilet blocks;
  - (ii) information centres;
  - (iii) offices;
  - (iv) look-outs;
  - (v) platforms;
  - (vi) campgrounds;
  - (vii) carparks;
  - (viii) fences; or
  - (ix) marine vessels.
- (c) For the purposes of clause 13.3(b)(ix) a **marine vessel** is defined as any kind of vessel used in navigation by water, however propelled or moved, and includes:
- (i) a barge, lighter or other floating vessel;
  - (ii) an air-cushion vehicle, or other similar craft, used wholly or primarily in navigation by water;
  - (iii) an off-shore industry mobile unit,
- but does not include an off-shore industry mobile unit that is not self-propelled.
- (d) Notwithstanding clause 13.3(a) an employee will not be entitled to any payment of the above allowance in relation to work in wet places except where working in water to a depth of 750mm or more.
- (e) The allowance is paid on an hourly basis with a minimum payment of four (4) hours per day on any day the allowance is payable. The allowance is not paid for general estate maintenance work (e.g. mowing and slashing; minor maintenance of buildings, shelters, picnic tables, fire places, carparks and fences; and cutting of timber for barbeques), nor in circumstances where clause 13.6 (live/raw sewerage) applies.

#### 13.4 Division and District allowances

- (a) In addition to the rates of wages set out in this Award the following weekly amounts shall be paid to employees employed in the Divisions and Districts referred to hereunder:

Division and District	\$
Northern Division, Eastern District	1.10
Northern Division, Western District	3.25
Mackay Division	0.90
Southern Division, Western District	1.05

(b) Divisions:

- (i) Northern Division - That portion of the State along or north of a line commencing at the junction of the sea coast with the 21st parallel of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees 30 minutes of south latitude; then from that latitude due west to the western border of the State.
- (ii) Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees of south latitude; then from that latitude due east to the sea coast; then from the sea-coast northerly to the point of commencement.
- (iii) Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

(c) Districts:

(i) 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.

(ii) Southern Division:

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

Western District - The remainder of the Southern Division.

### 13.5 Fire operations

- (a) An employee who holds current accreditation for Fire Fighting level 1, whilst actually engaged on fire operations, shall be paid an additional \$2.52 per hour, which is to be treated as part of the employee's ordinary weekly wage rate for all purposes of this Award, to compensate for all disabilities associated with fire operations work.
- (b) For the purpose of this clause **fire operations** means on the ground, front line fire operations during wild fire and prescribed burns.
- (c) The allowance is to be paid on an hourly basis with a minimum payment of four (4) hours per day on any day the allowance is payable.
- (d) Should an employee be recalled again to perform duties separately within the minimum four (4) hour period, no further minimum period payment will apply. Payment will be per hour after the initial four (4) hour period has expired.

- (e) The employer will determine the allocation of employees to undertake accredited firefighting training. This determination will be made taking into consideration workplace health and safety assessments and the requirements of the employer.

### **13.6 Live/raw sewerage**

- (a) An employee who on any day is required to remove or release blockages in septic lines/or toilet connections or engaged in work involving personal contact with live or raw sewerage, other than merely by hosing, shall be paid for a minimum of 4 hours at the rate of time and one-half.
- (b) Clause 13.3 (construction, reconstruction etc) does not apply to an employee while they are in receipt of the live/raw sewerage allowance.

### **13.7 Motor vehicle allowance**

- (a) Where the employer requires an employee to use their own vehicle in or in connection with the performance of their duties, the employee shall be paid an allowance for each kilometre of authorised travel as follows:
  - (i) motor vehicle - \$0.80 per kilometre; and
  - (ii) motorcycle - \$0.27 per kilometre.
- (b) The employer may require an employee to record full details of all such official travel requirements in a log book.

*Note: Where a directive about motor vehicle allowances covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

### **13.8 Overtime meal allowances and meal breaks**

- (a) An employee required to commence work more than 2 hours before the ordinary commencing time shall be allowed one-half hour for breakfast in the employer's time provided the employee resumes work at the end of such half hour.
- (b) An employee working day work required to work overtime for more than 2 hours after ordinary ceasing time or for more than one hour continuing beyond 1800 on any normal working day shall be provided with an adequate meal at the employer's expense or paid a meal allowance of \$14.10 in lieu of the provision of such meal.
- (c) An employee working overtime in the circumstances mentioned in clause 13.8(b) shall be entitled to take a 30 minute unpaid meal break at a time agreed between the employer and employee.
- (d) Where the employer requires an employee to continue working for a further 4 hours of continuous overtime work beyond the times mentioned in clause 13.8(b), the employee shall be entitled to a further 30 minute unpaid meal break and either provided with an adequate meal at the employer's expense or paid an additional meal allowance of \$14.10.
- (e) Where an employee has been given notice to work overtime on the previous working day or earlier, and has brought to work a prepared meal and such overtime is cancelled, the employee shall be paid a meal allowance of \$14.10 for such prepared meal.

### **13.9 Restricted area allowance**

- (a) A restricted area allowance of \$60.80 per week is payable to an employee who is engaged at a designated centre listed in clauses 13.9(b) and (c) and who satisfies the following criteria:

- (i) the employee has to be accommodated on the work site due to insufficient alternative private permanent accommodation and the nearest major centre with a population of at least 1500 is greater than 150 road kilometres or 1.5 hours vehicular travel time under normal circumstances; and
- (ii) where the employer determines that exceptional circumstances exist in relation to the location of a National Park, the employer may approve the payment of the allowance. The approval for payment of the allowance under exceptional circumstances is at the direction of the chief executive and there will be no right of appeal against such decision.
- (b) Although Blackdown Tableland, Taunton, Coen and Weipa do not satisfy the criteria in clauses 13.9(a)(i) and (ii) they have been included due to historical and special circumstances.
- (c) Designated centres eligible for payment of the restricted area allowance are:

<b>Designated centres</b>	<b>Operative from</b>
Artemis Station	19 July 2010
Birdsville (Simpson Desert)	19 July 2010
Blackbraes	19 August 2002
Blackdown Tableland	1 August 2006
Cape Melville	6 January 1997
Cape Tribulation	1 August 2006
Carnarvon Gorge	31 March 1994
Coen	19 July 2010
Chillagoe-Mungana Caves	1 August 2006
Culgoa Flood Plain	1 August 2006
Currawinya	31 March 1994
Diamantina	31 March 1994
Fraser Island	31 March 1994
Fitzroy Island	3 February 2000
Green Island	19 July 2010
Heathland	31 March 1994
Heron Island	31 March 1994
Idalia	31 March 1994
Iron Range	31 March 1994
Lakefield	31 March 1994
Laura	31 March 1994
Lawn Hill	31 March 1994
Lindeman Island	31 March 1994
Lochern	1 August 2006
Low Isles	31 March 1994
Moorinya	19 August 2002
Moreton Island	31 March 1994
Mt Moffatt	31 March 1994
Mungkan Kandju	1 August 2006
Musselbrook	31 March 1994
Nairana	19 August 2002
Peel Island	31 March 1994
Princess Hills	31 March 1994
Riversleigh	31 March 1994
Rokeby	31 March 1994
Salvator Rosa	19 August 2002
St Helena Island	31 March 1994
Stradbroke Island	31 March 1994
Taunton	1 August 2006
Thargomindah (Lake Bindegolly)	19 July 2010
Undara	1 August 2006

Designated centres	Operative from
Welford	31 March 1994
Weipa	19 July 2010
Winton (Bladensburg)	19 July 2010

- (d) The parties to this Award may agree to include a new park or centre that meets the criteria in clauses 13.9(a)(i) and (ii) from the date that an employee commences duty at the location. An application to the Commission by either party to vary this Award to include the new park or centre may be made at any stage.

### 13.10 Ship keeping allowance

A ship keeping allowance shall be paid to employees when it is deemed necessary by the Master of the vessel for ship keeping duties to be undertaken, as follows:

- (a) ship keeping responsibilities are to be allocated by the Master taking into account competency levels and fatigue management requirements;
- (b) the allowance to be paid will be 2 hours at time and one-half (at the person's substantive classification level);
- (c) the two-hour period is cumulative, such that if additional time is required outside the two-hour period it shall be paid at the prescribed overtime rate/s for the time actually worked;
- (d) at least two checks are to be conducted following the completion of an ordinary day's roster;
- (e) the allowance is to be paid only when the ship is at anchor overnight;
- (f) the allowance is to be paid to one employee per night, who must stay on board the vessel;
- (g) rest periods totalling at least 10 hours per 24 hour day, including a minimum uninterrupted rest period of 6 hours, will apply. The total break of 10 hours has to be taken within a 24-hour period from the commencement of the day's work; and
- (h) the provisions of clause 18.5 of this Award will not apply.

### 13.11 Wet conditions and work in the rain

- (a) Subject to clause 13.12(b), all time lost through wet conditions shall be paid for, provided the employee turns up for work and holds themselves in readiness. The supervising employee, or employee who acts in the absence of that employee and under whose direction the employees are working, shall decide whether it is too wet to work.
- (b) When employees are prevented by wet weather from following their usual vocation, unless the employees are willing to perform any work the employer may direct them to do during such wet weather, they shall not be entitled to payment for such time lost.
- (c) Where practicable, suitable waterproof clothing shall be supplied by the employer to the employees who are required to work in the rain.
- (d) Notwithstanding the foregoing, if during the performance of work the employee gets their clothes wet, the employee shall be paid double time for all work performed and such payment shall continue until the employee is able to change into dry clothing or until that person ceases work, whichever is the earlier.

### 13.12 Wet places

- (a) An employee who is required to work in water of a depth of 750mm or more shall be paid an additional \$2.18 per hour for the actual time so engaged with a minimum payment of four (4) hours.
- (b) Employees engaged in maritime open vessel operations and/or undertaking snorkelling or diving duties are eligible for the allowance provided they become wet while performing their duties. For snorkelling and diving duties the allowance applies regardless of the depth of water.

### 13.13 Adjustment of monetary allowances

- (a) Other than the expense related allowances at clauses 13.1(b) (victualling allowances), 13.7 (motor vehicle allowance), 13.8 (overtime meal allowances) and Divisional and District parties at clause 13.4, respectively, all other allowances specified in clause 13 shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) Also at the time of any adjustment to the wage rates in this Award expense related allowances at clauses 13.1(b) (victualling allowances), 13.7 (motor vehicle allowance) and 13.8 (overtime meal allowances), respectively, shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0 - Table 7)</u>
Motor vehicle allowance <i>(last adjusted 1 September 2019)</i>	Private motoring sub-group
Overtime meal allowance <i>(last adjusted 1 September 2020)</i>	Take-away and fast foods sub-group
Victualling allowance <i>(last adjusted 1 September 2020)</i>	Take-away and fast foods sub-group

## 14. Superannuation

- (a) Subject to Commonwealth legislation and clause 14(b), the employer must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).
- (b) Where Commonwealth 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 the appropriate fund prescribed in the abovementioned Queensland legislation.

## **PART 5 - Hours of Work and Related Matters**

### **15. Hours of duty**

#### **15.1 Ordinary hours of duty**

- (a) Except as provided in clause 15.1(b), the ordinary hours of duty for all employees covered by this Award, exclusive of meal breaks, shall be an average of 38 hours per week, with a maximum of 8 hours per day.
- (b) Where the ordinary rostered working hours are to exceed 8 hours on any day, such arrangement shall be subject to agreement of the employer and employee concerned. The maximum daily ordinary rostered hours of work, exclusive of meal breaks, shall not exceed 10 hours per day.
- (c) Unless otherwise provided, the ordinary hours of duty of employees are to be worked on a maximum of five days of each week, on one of the following bases as agreed between the employer and the employees concerned:
  - (i) 38 hours within a work cycle not exceeding 7 consecutive days; or
  - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
  - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (d) Different methods of working a 38 hour week may apply to individual employees or groups of employees in each location concerned.
- (e) Where split shifts in a day may be required, such hours shall be mutually agreed upon between the employer and the district organiser or delegate of the union.
- (f) Upon giving 7 days' notice or such shorter period as may be mutually agreed, the method of working the 38 hour week may be altered from time to time by the employer following negotiations between the employer and employees concerned, together with their union/s where relevant.
- (g) Notwithstanding the requirements outlined at clause 15.1(f) and any lack of agreement, the employer shall have the right to make the final determination as to how the 38 hour week is to be worked. However, the ordinary starting and finishing times can only be changed by agreement between the employer and majority of employees concerned.
- (h) Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.
- (i) Scheduled day off - where work is performed on other than a Monday to Friday basis:
  - (i) Unless prescribed elsewhere in this Award all employees whose ordinary hours of duty may be worked on days other than Monday to Friday shall be entitled to not less than two consecutive scheduled days off duty each week.
  - (ii) In lieu of two whole days off in each week, an employee may be allowed in each fortnightly period either one scheduled day off in one week and three consecutive scheduled days off in the other week or four consecutive scheduled days off.



- (iii) Two consecutive scheduled days off, one at the end of one week and one at the beginning of the following week may be counted as meeting the requirements of clause 15.1(i)(i).
- (j) Hours of work arrangements for each division or work unit are to be recorded in writing.
- (k) A roster setting out each employee's days of duty, and starting and finishing times on such days, rostered day/s off and scheduled day/s off shall either be displayed in a convenient place or made available electronically to employees at least one roster cycle in advance.

### **15.2 Rostered days off**

- (a) In accordance with clause 15.1(c) all employees will be provided a rostered day off each work cycle.
- (b) The employer and an individual employee and/or the majority of employees concerned may agree to accrue up to a maximum of five rostered days off. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
- (c) Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued.
- (d) Where an employee is required to work on their rostered day off they shall be paid at ordinary time rates and the rostered day off shall be taken at another time mutually agreed by the employer and employee.

### **15.3 Payment for working ordinary hours**

- (a) Subject to clauses 15.3(b) and (c) ordinary hours of duty shall be paid for as follows:
  - (i) Monday to Friday - ordinary time;
  - (ii) between 0000 Saturday and 2400 on a Sunday - time and one-half;
  - (iii) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 23.1.
- (b) Notwithstanding the provisions of clause 15.3(a)(ii), any work performed at the employee's own volition between 0000 Saturday and 2400 Sunday shall be paid at the rate of ordinary time.
- (c) For all ordinary hours worked between 1800 and 0600 on a Monday to Friday, inclusive, an additional loading of 15% will be payable. Such additional loading is not payable on a public holiday, when the provisions of clause 23 shall apply.

## **16. Meal breaks**

- (a) An employee who works in excess of 5 hours on any day shall be allowed not less than 30 minutes and not more than 60 minutes for an unpaid meal break between the third and sixth hours of duty.
- (b) Where it is mutually agreed between the employer and an employee, that in order to maintain the continuity of work, the hours of duty may be inclusive of meal times. Where this occurs no deduction shall be made from the employee's salary.
- (c) Where an employee is directed to work through their normal break the employee shall be paid at the rate of double time for all work so performed until such time as a meal break of the usual duration can be taken or until the employee ceases work for the day.
- (d) Where split shifts may be required, the time for taking a meal break shall be mutually agreed between the employer and the majority of employees concerned.

- (e) An employee required to work overtime on a rostered day off or scheduled day off beyond 6 hours from commencement shall be entitled to an unpaid meal break of 30 minutes.
- (f) Should such employee be required to continue such overtime on a rostered day off or scheduled day off beyond 9 hours from commencement, they shall be entitled to a paid meal break of 30 minutes.

## **17. Rest pauses**

- (a) All employees are entitled to a paid rest pause of 10 minutes duration in the employer's time in the first and second half of the working day, subject to the following:
  - (i) a total of 10 minutes for an employee who works for more than 4 hours but less than 6 ordinary hours in any day; or
  - (ii) a total of 20 minutes for an employee who works for at least 6 ordinary hours in any day.
- (b) Where an employee is entitled to two rest pauses, they may be combined into a single rest pause where there is agreement between the employee/s and the employer.
- (c) All rest pauses shall be taken at such times as will not interfere with the continuity of work where such continuity is necessary.

## **18. Overtime**

### **18.1 Overtime - general**

- (a) Employees shall work reasonable overtime whenever necessary in the opinion of the chief executive but 24 hours' notice shall be given, where practicable, to an employee required to work overtime.
- (b) All overtime must be authorised and calculated to the nearest quarter of an hour.

### **18.2 Payment for overtime**

- (a) Subject to clause 18.3, all authorised time worked by an employee:
  - (i) in excess of their ordinary rostered daily hours of duty shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter; or
  - (ii) on the employee's first or third scheduled day off shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum payment as for 3 hours' work; or
  - (iii) on the employee's second or fourth scheduled day off during a work cycle shall be paid at the rate of double time with a minimum payment as for 3 hours' work.
- (b) All authorised overtime worked by an employee on a public holiday shall be paid at the rate prescribed in clause 23.1.
- (c) The minimum payments provided in clauses 18.2(a)(ii) and (iii) shall not apply where such overtime is performed immediately preceding or following ordinary hours.

**18.3 Time off in lieu of payment for overtime worked (TOIL)**

- (a) All employees entitled to be paid overtime as per clause 8.2(c) or clause 18.2 may elect to be compensated by time off in lieu of overtime (TOIL) on a time for time basis.
- (b) Employees who elect to be compensated by time off in lieu of overtime worked are to avail themselves of such time off within 12 months of the day on which the overtime was worked. Such time off in lieu of overtime will lapse if not availed of within this period.
- (c) Time off will be granted subject to the convenience of the employer.

*Note: Where a directive about hours or overtime covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

**18.4 Recall to duty**

- (a) Subject to clause 18.4(d), an employee having been recalled to perform duty shall be paid at the overtime rate prescribed in clause 18.2 for the time worked with a minimum payment as for 2 hours for each call out.
- (b) Should the employee be called out again within that 2 hour period no further minimum payment shall apply to that work, which shall be paid for at the applicable overtime rate until the overtime is completed.
- (c) Employees who are called out between 0000 and 0600 on any day shall be paid at the rate of double time.
- (d) The minimum payments prescribed in clause 18.4 will not apply:
  - (i) in cases where it is customary for an employee to return to the job site out of hours to perform a specific task;
  - (ii) where the overtime worked is continuous (subject to prescribed meal breaks) with the completion or commencement of ordinary working hours; or
  - (iii) where the overtime is continuous with a period during which an employee is required to remain in camp or report to a depot for the protection of property of the employer or on fire standby duty.

**18.5 Fatigue leave/rest period after overtime**

- (a) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that 10 consecutive hours off duty has not occurred shall be released after completion of such overtime until 10 consecutive hours off duty does occur without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the employer, an employee resumes or continues ordinary work without having had 10 consecutive hours off duty the employee shall be paid double rates until released from duty and shall then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.
- (c) Clause 18.5 does not apply to employees:
  - (i) who reside or remain on or about their place of work and are required to perform duties on an intermittent basis outside their ordinary hours of duty; or

- (ii) who work less than 2 hours when recalled to duty, inclusive of travelling time, on one or more recalls; or
- (iii) who receive the ship keeping allowance prescribed at clause 13.10.

## **PART 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

Annual leave is provided for in Division 5 of the QES. Clauses 19.1 to 19.3 supplement the QES.

#### **19.1 Payment for annual leave**

- (a) An employee proceeding on annual leave is entitled to receive the following payments:
  - (i) an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave; and
  - (ii) a further amount equal to 17.5% of the salary payable for ordinary time in relation to the employee's substantive position for the period of such leave.
- (b) An employee on annual leave cannot be recalled unless there is agreement by the employee. Where such situation does arise the time spent on duty shall be re-credited as annual leave.

#### **19.2 Additional leave**

- (a) An employee who is serving at an eligible isolated centre, as set out in clause 19.2(c), is entitled to an additional five (5) working days of leave per annum (non-cumulative), calculated from the employee's date of commencement in the centre.
- (b) However, notwithstanding clause 19.2(a), an employee does not need to have served in the centre for 12 months before becoming eligible and managers may grant additional leave having regard to the particular circumstances and overall length of service of the employee concerned.
- (c) Eligible Isolated Centres (Parks & Centres):
  - Boodjamulla (Lawn Hill)
  - Bulleringa
  - Diamantina
  - Heathland
  - Kutini-Payamu (Iron Range)
  - Oyala Thumotang (Rokeby)
  - Rinyirru (Lakefield)

#### **19.3 Christmas/New Year closure**

- (a) Where their work location is compulsorily closed over the Christmas/New Year period, all affected employees shall have their annual leave entitlement debited (other than a **concessional day**) by the number of ordinary working days, or hours in the case of part-time employees, they would ordinarily have worked between Christmas Day and New Year's Day, inclusive.
- (b) For the purposes of clause 19.3(a), **concessional day** means any day upon which an employee is permitted to be absent on full pay without debit to any leave account as a result of a compulsory closure of Government establishments over the Christmas/New Year period or such closure or restricted staffing as the employer determines.

- (c) Notwithstanding the provisions of clause 19.3(a), the employer and an employee may agree that an employee may access any accrued rostered day off, TOIL or other leave types during a compulsory Christmas closure period instead of having their annual leave entitlement debited.

## 20. Personal leave

- (a) Personal leave is provided for in Division 6 of the QES and covers:
  - (i) sick leave;
  - (ii) carer's leave;
  - (iii) bereavement leave; and
  - (iv) cultural leave.
- (b) In addition to the provisions of Subdivision 2 of Division 6 of the QES an employee is entitled to use any sick leave to which they have an entitlement for carer's leave purposes.
- (c) An employee may also elect, with the consent of the employer, to take annual leave for carer's leave purposes.
- (d) 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.

*Note: Where a directive about sick leave or bereavement leave covers an employee, the provisions of the relevant directive apply to the employee to the extent it provides a more generous entitlement.*

## 21. Parental leave

- (a) Parental leave is provided for in Division 8 of the QES and covers:
  - (i) birth-related leave for an employee who is pregnant or whose spouse gives birth;
  - (ii) adoption leave; and
  - (iii) surrogacy leave.
- (b) Notwithstanding the provisions of Subdivision 2 of Division 8 of the QES, all full-time and part-time employees are entitled to parental leave upon commencement of employment.
- (c)
  - (i) An employee who is pregnant, whether or not she has given her employer written notice of the date/s on which she proposes to start and/or end maternity leave, must:
    - (A) commence maternity leave at least 6 weeks prior to the expected date of birth of her child; and
    - (B) remain on maternity leave until at least 6 weeks after the birth of the child.
  - (ii) The employer may at the request of the employee and on receipt of a certificate from a medical practitioner certifying that in the opinion of the medical practitioner:
    - (A) the employee is fit for duty until a specified date - reduce the period mentioned in clause 21(c)(i)(A); or

- (B) the employee is fit to resume duty - reduce the period mentioned in clause 21(c)(i)(B).
- (iii) If the employer makes a decision under clause 21(c)(ii)(A) to reduce the period, the approval is of effect until:
  - (A) the day specified in the medical certificate; or
  - (B) the day 14 days after the day the employer revokes the decision by giving written notice to the employee; or
  - (C) the employee commences maternity leave; or
  - (D) the day of the employee's confinement,whichever happens first.
- (d) An employee who is pregnant, during the term of her pregnancy until 6 weeks before the expected date of birth of her child or lesser period as approved by the employer, may request to work part-time or other flexible work arrangements.
- (e) An employee who has taken leave to attend compulsory interviews or examinations as part of an adoption process or who has taken leave to attend compulsory interviews or court hearings associated with a surrogacy arrangement may request that such leave be taken as paid annual leave, TOIL or other leave types.
- (f) In addition to the provisions of Subdivision 6 of Division 8 of the QES an employee who has returned to work on a part-time basis may seek to return to the position they held prior to commencing parental leave.
- (g) If the position mentioned in clause 21(f) no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is, as nearly as possible, comparable in status and remuneration to that of the employee's former position.
- (h) The employer must make a position to which the employee is entitled available to the employee.
- (i) (i) An employee who is the parent of a child may apply, at any time, to their employer to work on a part-time basis in order to be the child's primary caregiver when not at work.
- (ii) The requirements concerning the manner in which the employee may make an application to work part-time under clause 21(i)(i) are the same as those contained in the QES with respect to applications to return to work on a part-time basis for an employee on parental leave (i.e. s 75).
- (iii) The period in relation to which an application under clause 21(i) may be made cannot extend beyond the day the child is required to be enrolled for compulsory schooling under the *Education (General Provisions) Act 2006*.
- (iv) The requirements concerning the manner by which the employer is to assess any application by an employee to work part-time are the same as those contained in the QES with respect to assessing applications to return to work on a part-time basis for an employee on parental leave (i.e. s 76).

*Note: Where a directive about paid parental leave covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

## **22. Long service leave**

- (a) Long service leave, including for casual employees, is provided for in Division 9 of the QES. Clause 22(b) supplements the QES.
- (b) In lieu of the provisions of sections 95(2)(a) and (b) of the Act, all employees who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.

*Note: Where a directive about long service leave covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

## **23. Public holidays**

Public holidays are provided for in Division 10 of the QES. Clauses 23.1 to 23.5 supplement the QES provisions.

### **23.1 Payment for public holidays and for work on a public holiday**

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
  - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
  - (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) An employee (including a casual employee) who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 18.2, as the case may be.
- (c) An employee (including a casual employee) who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payment provided in clauses 23.1(a) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.

### **23.2 Equivalent time off**

- (a) Subject to clause 23.1, an employee who performs work on any public holiday, or any day appointed under the *Holidays Act 1983* to be kept in place of any such holiday, shall at the employee's option receive time off equivalent to the number of hours worked, with a minimum of 4 hours in lieu of monetary compensation.
- (b) Where an employee elects to take equivalent time off such employee shall, in addition, be paid at half the ordinary rate with a minimum as for 4 hours' work.
- (c) Such equivalent time off shall be taken within 12 months of the public holiday day on which the employee performed the work at a time to be mutually agreed with the employer.
- (d) Where such equivalent time off is not utilised within 12 months of the date of accrual, it shall be paid out at the rate of time and one-half.

### **23.3 Substitution**

- (a) Subject to statutory limitations (such as the time work may not be performed on Anzac Day) where there is agreement between the chief executive and an employee or employees, another ordinary working day may be substituted for a public holiday.
- (b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.

### **23.4 Employees who do not ordinarily work Monday to Friday of each week**

- (a) An employee (other than a casual employee) who does not ordinarily work Monday to Friday of each week is entitled to public holidays as follows:
  - (i) either payment for each public holiday or a substituted day's leave;
  - (ii) where a public holiday would have fallen on a Saturday or a Sunday (e.g. Australia Day) but is substituted for another day, an employee (other than a casual employee) who would ordinarily have worked on such Saturday or Sunday but who is not rostered to work on such day is entitled to payment for the public holiday or a substituted day's leave.
- (b) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day, an employee required to work on Christmas Day (i.e. 25 December) is to be paid at the usual rate for work performed on a Saturday or Sunday, as the case may be, plus a loading of 50% of the ordinary hourly rate.
- (c) For the purpose of clause 23.4(a) payment for each public holiday and a substituted day's leave means:
  - (i) for full-time employees, 7.6 hours at ordinary rates; and
  - (ii) for part-time employees, the number of ordinary hours normally worked on the same day of the week on which the holiday falls.
- (d) Nothing in clause 23.4 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

### **23.5 Public holidays that fall on a rostered day off**

- (a) Where an employee is rostered off on a public holiday, a day in lieu is to be granted at a time to be mutually agreed between the employer and the employee concerned, or an extra day shall be added to the employee's annual leave, for each such day on which the employee is rostered off.
- (b) Employees are not entitled to an additional holiday in lieu for Easter Saturday or any other public holiday declared on a Saturday or Sunday if their normal rostered hours of work does not involve working on a weekend.

## **24. Jury service**

Jury service is provided for in Division 12 of the QES.

*Note: Where a directive about court attendance or jury service covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*



## **PART 7 - Transfers, Reporting for Duty and Travelling**

### **25. Transfer and appointment expenses**

- (a) Eligible employees when appointed or when transferred (other than at their own request) from one centre to another shall be paid for expenses incurred, including:
  - (i) the conveyancing of self, family and effects to the centre to which the employee is appointed or transferred;
  - (ii) board and lodging;
  - (iii) other items of expenditure related to taking up duty.
- (b) Nothing in clause 25(a) is to be taken to prevent a chief executive from exercising their discretion to pay all or part of the expenses of an employee who is transferred from one centre to another centre at their own request.
- (c) Employees will also be provided with time off on full pay for a period agreed with the employer prior to transfer and upon arrival at their new centre for the specific purpose of completing arrangements directly related to their transfer, including the supervision of packing or unpacking of their effects.

### **26. Reporting for duty**

- (a) All employees are to commence and cease duty at their usual workplace and will then be transported (if required) to a different work location by the employer.
- (b) Where an employee is required to start and/or finish work at a different work location that is not their usual workplace, they are entitled to be paid:
  - (i) all time reasonably spent in reaching and/or returning from the different work location which is in excess of the time normally spent by the employee in travelling between their usual place of residence and their usual workplace at their ordinary rate of pay; and
  - (ii) subject to clause 26(c) where transport cannot be reasonably provided by the employer, the difference between any fares normally incurred by the employee in travelling to their usual workplace and the fares incurred travelling direct to the different work location.
- (c) Where an employee agrees to use their private motor vehicle, where an employer provided vehicle or transport cannot be provided, they shall be paid the allowance as set out in clause 13.7.
- (d) An employee who elects to use their private motor vehicle at their own volition is not entitled to the allowance at clause 13.7.

### **27. Travelling and relieving expenses**

An employee who is required to:

- (a) travel on official duty whether it involves an overnight stay away from their usual place of residence or not; and/or
- (b) take up duty away from the employee's usual place of work to relieve another employee; or
- (c) to perform special duty,

is to be provided, where necessary as determined by the employer, with reasonable transport, accommodation, meals and incidental expenses necessarily incurred by the employee, or reimbursed.

*Note: Where a directive about travelling and relieving expenses covers an employee, the provisions of the relevant directive apply to the employee to the extent it provides a more generous entitlement.*

## 28. Travelling entitlements from isolated centres

(a) Subject to the conditions set out elsewhere in clause 28, an employee who is serving at an eligible centre as set out in the table at clause 28(b), together with their spouse and any dependent children, is entitled to the following travel arrangements:

- (i) one return air fare per person (per annum, non-cumulative) from the eligible isolated centre to the designated major centre; or
- (ii) motor vehicle allowance as set out in clause 13.7 from the eligible isolated centre to the designated major centre and return where they choose to use their own vehicle as well as the entitlements relating to overnight accommodation and meals as set out in clause 27(a).

(b) Table:

<b>Eligible Isolated Centres (Parks &amp; Centres)</b>	<b>Designated Major Centre</b>
Bulleringa	Cairns
Heathland	Cairns
Kutini-Payamu (Iron Range)	Cairns
Oyala Thumotang (Rokeby)	Cairns
Rinyirru (Lakefield)	Cairns
Boodjamulla (Lawn Hill)	Mt Isa
Diamantina	Mt Isa

- (c) An employee may request the use of alternative forms of transport in lieu of those mentioned above, with such request to be determined at the discretion of the employer.
- (d) Where an employee and their spouse are both employed at the eligible isolated centre only one set of travel arrangements will apply (i.e. they cannot claim to be both a spouse and an employee for the purpose of availing themselves of the travel arrangements prescribed in clause 28(a)). Similarly, dependent children are only entitled to a single set of travel arrangements.
- (e) A spouse and dependent child residing at the isolated centre are not required to utilise the travel arrangements at the same time the employee does.
- (f) Dependent children not residing at the eligible isolated centre and who are attending boarding school or other educational institution will also be allowed travel arrangements (one return air fare), from the boarding school or educational institution to the designated major centre provided that:
  - (i) the travel is taken at the same time the employee and/or family avail themselves of the travel arrangements; and
  - (ii) the cost does not exceed the travel costs had the child resided at the isolated centre.
- (g) In lieu of travel to the designated major centre at the same time the employee and/or the employee's family undertakes the concessional travel set out in clause 28(f), a dependent child not residing at the isolated centre may be allowed concessional travel from the boarding school or educational institution to the employee's centre of appointment.

- (h) The arrangements prescribed in clause 28 will operate on a 12 monthly basis from an employee's commencement at the eligible isolated centre. However, an employee does not need to have served in the centre for 12 months before becoming eligible to the benefits of this clause and managers may grant the arrangement having regard to the particular circumstances and overall length of service of the employee concerned.

## **29. Ration runs**

- (a) A permanent employee who permanently resides in a centre eligible for the restricted area allowance as set out in clause 13.9 will be provided with up to 12 working days per calendar year, non-cumulative, plus transportation, to enable them and their immediate family to visit a major centre, as described in clause 13.9(a)(i), for the purchase of provisions and to transact business.
- (b) Subject to prior approval from their supervisor, the 12 days can be taken as single or multiple days up to a maximum of three days at any one time. In certain circumstances, an employee may receive approval to take up to a maximum of six days.
- (c) An employee temporarily engaged (excluding a casual) in a centre eligible for the restricted area allowance as set out in clause 13.9 will be provided with up to one day per month, cumulative to a maximum of three days, plus transportation, to enable them and their immediate family to travel for the same purpose/s as set out in clause 29(a).
- (d) Where possible, visits should be coordinated to undertake official duty obligations at the major centre within the same trip to ensure efficient and effective use of resources. Where an employee is required to stay overnight for ration run purposes they will be entitled to the same entitlements as an employee required to travel on official duty as set out in clause 27(a).
- (e) Where an eligible employee is unable to access a major centre, the employer will arrange for the delivery of provisions.

## **PART 8 - Training and Related Matters**

### **30. Training, learning and development**

- (a) The parties to this Award recognise that in order to increase efficiency and productivity a greater commitment to learning and development is required.
- (b) 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.
- (c) A consultative mechanism and procedure involving representatives of management, employees and relevant unions shall be established as determined by the chief executive, having regard to the size, structure and needs of the employer.
- (d) Following consultation, the chief executive shall develop a learning and development strategy consistent with:
  - (i) the current and future needs of the employer;
  - (ii) the size, structure and nature of the operations of the employer; and
  - (iii) the need to develop vocational skills relevant to the employer through courses conducted wherever possible by accredited educational institutions and providers.

- (e) Learning and development may be both on-the-job or off-the-job and either internal or external to the organisation.
- (f) Learning and development provided should assist employees in obtaining accredited competencies, knowledge and skills.
- (g) 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 9 - Occupational Health and Safety Matters, Equipment, Tools and Amenities**

### **31. Equipment, tools, uniforms and accessories**

- (a) The employer will provide all equipment and tools for the use of employee to carry out their duties.
- (b) Employees will also be provided with uniforms and accessories appropriate to the duties of their position.
- (c) Where necessary the employer will also provide standard protective apparel and safety equipment, to be worn as specified in accordance with safety codes of practice.
- (d) All equipment, tools, uniforms and accessories referred to in clauses 31(a), (b) and (c) will be at no cost to the employee.

### **32. Employee accommodation**

- (a) Where a departmental service exists that requires the provision of accommodation to efficiently deliver the service and there is no suitable private rental available, suitable accommodation will be provided by the employer. The minimum standard to be provided is that prescribed by the appropriate legislation.
- (b) Where accommodation is provided in accordance with clause 32(a), standard rents will be charged and only varied by applying rebates at the discretion of the employer to account for:
  - (i) standard of accommodation;
  - (ii) services provided;
  - (iii) official use;
  - (iv) locality;
  - (v) responsibility.
- (c) In the event an employee disputes the standard of accommodation provided or any adjustment to the standard rent made by the employer, the matter is to be dealt with in accordance with clause 7.2.

## **PART 10 - Union Related Matters**

### **33. Union encouragement**

- (a) 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.

- (b) An application for union membership and information on the relevant union/s will be provided to all employees at the point of engagement.
- (c) Information on the relevant union/s will be included in induction materials.
- (d) Union representative/s will be provided with the opportunity to discuss union membership with new employees.

#### **34. Union delegates**

- (a) The parties acknowledge 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.
- (b) 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.
- (c) 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.
- (d) 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.

#### **35. Industrial relations education leave**

- (a) 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.
- (b) 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, to attend industrial relations education sessions.
- (c) 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, the relevant union and the employee.
- (d) Upon request and subject to approval by the chief executive, employees may be granted paid time off in special circumstances to attend management committee meetings, union conferences, and Australian Council of Trade Unions (ACTU) Congress.
- (e) 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 employer/work unit concerned. At the same time, such leave shall not be unreasonably refused.
- (f) At the discretion of the chief executive, employees may be granted special leave without pay to undertake work with their union.

### 36. Right of entry

- (a) Authorised industrial officer
  - (i) An 'authorised industrial officer' is any union official holding a current authority issued by the Industrial Registrar.
  - (ii) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the union.
- (b) Entry procedure
  - (i) An authorised industrial officer may enter a workplace at which the employer carries on a calling of the officer's organisation, during the employer's business hours, to exercise a power under Chapter 9, Part 1, Division 5, Subdivision 2 of the Act as long as the authorised industrial officer:
    - (A) has notified the employer or the employer's representative of the officer's presence; and
    - (B) produces their authorisation, if required by the employer or the employer's representative.
  - (ii) Clause 36(b)(i) does not apply if, on entering the workplace, the officer discovers that neither the employer nor the employer's representative having charge of the workplace is present.
  - (iii) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
  - (iv) If the authorised industrial officer does not comply with a condition of clause 36(b)(i) the authorised industrial officer may be treated as a trespasser.
- (c) Inspection of records
  - (i) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 339 of the Act.
  - (ii) An authorised industrial officer is entitled to inspect such time and wages records of any current employee except if the employee:
    - (A) is ineligible to become a member of the authorised industrial officer's union; or
    - (B) has made a written request to the employer that they do not want their record inspected.
  - (iii) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
  - (iv) A person must not, by threats or intimidation, persuade or attempt to persuade an employee or prospective employee to make, or refuse to make, a written request to the employer or prospective employer that the record not be available for inspection by an authorised industrial officer.

(d) 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:

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

(e) Conduct

- (i) The employer must not obstruct the authorised industrial officer exercising their right of entry powers.
- (ii) An authorised industrial officer must not wilfully obstruct the employer, or an employee during the employee's working time.

*Note: Clause 36 - Right of entry, deals with comparable provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to Chapter 9, Part 1, Division 5 of the Act as amended from time to time.*

## **Schedule 1 - Generic Level Statements - Operational Stream**

### **Operational officer level 1 (OO1)**

#### **Work level description**

Training, both on and off-the-job, is a dominant feature of this level.

#### **Characteristics of the work**

Work at this level is performed under close supervision and direction following standard routines, methods and procedures with little scope for deviation or the exercise of initiative or judgement in the selection of appropriate means to complete the work assignment. Limited responsibility exists for the final outcome.

The routines, methods and procedures to be followed are at a level consistent with skills acquired. Direct guidance is given when problems arise.

Positions at this level have no supervisory responsibility.

#### **Duties and skills**

Employees at this level usually perform repetitive tasks which are fully prescribed and are usually performed in response to standardised instructions or requests. There is only limited scope for interpretation.

### **Operational officer level 2 (OO2)**

#### **Work level description**

Positions at this level involve the delivery of operational services whose work routines, methods, and procedures are clearly established and there is limited scope for deviation.

Training, both on and off the job, is often a dominant feature of this level.

#### **Characteristics of the work**

Work may initially be performed under close supervision by a more experienced officer, however, this supervision is expected to reduce as experience increases. Employees at this level may operate individually or as a member of a project team within a work group.

Limited discretion is available for the selection of the appropriate means of completing duties or tasks. Guidance is always available and work outcomes may be closely monitored.

Positions at this level may have limited supervisory responsibilities with more experienced staff assisting new staff by providing guidance and advice.

#### **Duties and skills**

Positions at this level may involve an employee in a range of activities including the performance of non-repetitive tasks governed by established procedures, specific guidelines and standardised instructions.

Duties may include field support or regulatory inspection activities and data collection and recording.



Appointees to this level undertake a range of functions requiring the practical application of acquired skills and knowledge.

Technical skills not requiring trade or equivalent qualifications are required in order to safely and effectively operate basic machinery to perform routine and standard functions, and organise duties across a working day to meet regular work load requirements.

### **Operational officer level 3 (OO3)**

#### **Work level description**

Appointment to this level requires proven expertise in the particular discipline with demonstrated proficiency in applying established techniques.

An understanding of the agency's functions coupled with detailed knowledge of the work units' operations, practices and procedures is necessary for competent performance.

#### **Characteristics of the work**

Employees at this level work under general direction and undertake a range of functions which may require the application of trade based skills and experience or the practical application of a high level of skills.

Employees at this level may operate individually or as a member of a project team within a work group. Supervision of subordinate employees within a small discrete work group or function may be a feature of this level.

Assistance is usually available if required when problems occur, although problems are usually resolvable by reference to procedures, documented methods and instructions.

Whilst there is some scope for the exercising of initiative in the application of established work practices and procedures, problems can generally be solved by reference to documented methods and instructions.

#### **Duties and skills**

Work at this level requires a sound knowledge of the agency's functions and the requirements of the discipline. A sound knowledge of the operating procedures is required.

Supervisory responsibilities may include co-ordination of work-flow processes, training of subordinate staff, responsibility of quality of output of the workgroup, staff assessment and performance counselling in relation to subordinates.

Knowledge and compliance with regulations, codes and specifications may be required.

Duties at this level may include application of trade based skills or equivalent involving field work, design/modification of equipment, research projects, support services and the collating and analysis of specimens or data.

### **Operational officer level 4 (OO4)**

#### **Work level description**

Work at this level requires specialised knowledge within the discipline.

Work is undertaken under limited direction as to work priorities and the detailed conduct of the task.

Employees may be responsible for larger work groups or functions, field groups or district operations.

High levels of initiative in accomplishing objectives may be required to be exercised either on an individual basis or in a multi-disciplinary unit.

### **Characteristics of the work**

Work is performed either independently with guidance from superiors only received for those aspects of work which involve new or sophisticated techniques or relate to areas outside the positions normal span of activity.

There is scope for the exercise of initiative in the application of established work practices and procedures.

### **Duties and skills**

Duties include the supervision of a work group or function, field group or regional operation, with responsibility for the standard of workmanship, completion of work assignments and allocation of resources.

Interpretation of guideline material and documented precedents and the application of judgment may be required in the determining of solutions to problems.

## **Operational officer level 5 (OO5)**

### **Work level description**

Work at this level requires specialised knowledge of complex though conventional methods and techniques.

High levels of autonomy and initiative may be required to be exhibited in accomplishing objectives and undertaking projects.

Management of large work groups may be a factor.

### **Characteristics of the work**

Employees at this level are subject to limited direction and may exercise managerial responsibility for a large and complex work program.

Usually only broad guidance and advice is provided as to operational requirements and deadlines to achieve end results in line with operating goals.

### **Duties and skills**

Duties may involve detailed planning, directing, co-ordinating or financial control within budget, material and workforce limitations established by management and the implementation of overall agency policies.

Managerial responsibility includes training of subordinate staff, co-ordination of workflow processes, responsibility for quality of output of the work unit, performance assessment and review, staff counselling, career planning and development, application of equal employment opportunity principles as well as implementing occupational health and safety guidelines and principles.

## **Operational officer levels 6 and 7 (OO6 & OO7)**

### **Work level description**

Work at these levels require specialised knowledge and may be undertaken autonomously.

These are managerial levels and may include responsibility for large and complex work groups.

### **Characteristics of the work**

Responsibilities at these levels will reflect the size and complexity of agency operations and will normally entail significant independence of action in the allocation of resources within constraints imposed by management.

Work is performed under limited direction with a significant degree of discretion permitted within the boundaries of broad guidelines to achieve organisational goals.

### **Duties and skills**

Duties at these levels reflect the independent operation of the employee and may involve significant allocation of resources.

Management of work units may include prioritising work, training staff, monitoring of work flow and setting of local strategic plans. Assessment and review of the standard of work of subordinate staff is also a requirement of these levels.

Work at these levels require a knowledge and awareness of agency operations as well as detailed knowledge of major activities of the work unit.

The requirement to interpret legislation, regulations and other guidance material relating to the operations and functions of the work area is necessary for adequate performance at these levels.

## Schedule 2 - Supported Wage System

This Schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the supported wage system.

**Definitions** - In this Schedule:

**approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

**assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), or any successor to that scheme

**relevant minimum wage** means the minimum wage prescribed in this Award for the class of work for which an employee is engaged

**supported wage system (sws)** means the Commonwealth Government system to promote employment for people who cannot work at full Award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)

**sws wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

### Eligibility criteria

- (a) Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity, and who meet the impairment criteria for receipt of a disability support pension.
- (b) This Schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of the *Workers' Compensation and Rehabilitation Act 2003*.

### Supported wage rates

- (a) Employees to whom this Schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following Table and Note:

Assessed capacity (see below)	Relevant minimum wage*
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

\*Note: The minimum amount payable to an employee receiving a supported wage must not be less than \$89 per week.

- (b) Where an employee's assessed capacity is 10%, the employee must receive a high degree of assistance and support.

### **Assessment of capacity**

- (a) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the sws by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.
- (b) All assessments made under this Schedule must be documented in a sws wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

### **Review of assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the sws.

### **Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this Schedule will be entitled to the same terms and conditions of employment as other workers covered by this Award on a *pro rata* basis.

### **Workplace adjustment**

If the employer wishes to employ a person under the provisions of this Schedule it must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation.

### **Trial period**

- (a) In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (b) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- (c) The minimum amount payable to the employee during the trial period must be no less than the amount recorded in the Note under the Table (above).
- (d) Work trials should include induction or training as appropriate to the job being trialled.
- (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment (see **Assessment of capacity** - above).

### **Schedule 3 - Directives Which Apply to Employees Covered by this Award**

#### **Directives referenced in the body of the Award and which apply by operation of the Directive itself**

- Court attendance and jury service
- Early retirement, redundancy and retrenchment
- Hours, overtime and excess travel
- Long service leave
- Motor vehicle allowances
- Paid parental leave
- Sick leave
- Special leave (insofar as it relates to bereavement leave)

#### **Directives which apply as a term of this Award**

The terms and conditions of employment in the directives about the matters specified below shall apply to employees covered by this Award until 5 April 2018.

- Domestic travelling and relieving expenses
- Higher duties
- Hours, overtime and excess travel (insofar as it relates to excess travel)

By the Commission,  
[L.S.] M. SHELLEY,  
Industrial Registrar.