

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**QUEENSLAND AIDS COUNCIL INCORPORATED
ENTERPRISE AWARD - STATE 2003**

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Queensland AIDS Council Incorporated Enterprise Award - State 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct Queensland AIDS Council Incorporated Enterprise Award - State 2003 as at 1 September 2010.

Dated 1 November 2010.

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

**QUEENSLAND AIDS COUNCIL INCORPORATED
ENTERPRISE AWARD - STATE 2003**

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Queensland AIDS Council Incorporated Enterprise Award - State 2003.

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1.3 Date of operation

This Award takes effect from 27 October 2003.

1.4 Coverage

This Award shall apply to Employees for whom classifications and rates of pay are prescribed by this Award engaged in or in connection with the objects of the Queensland Aids Council Incorporated.

1.5 Definitions

For the purpose of this Award:

- 1.5.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.5.2 "Casual Employee" means an Employee engaged as such and who is employed by the hour with a minimum of 2 hours pay or payment therefore for each engagement.
- 1.5.3 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.4 "Council" means the Queensland AIDS Council Incorporated and is referred herein as "the Council".
- 1.5.5 "Employee" shall include any person employed by the Council, but shall not include a volunteer worker whilst engaged in voluntary work.
- 1.5.6 "Level" means the skill and wages of the grade to which an Employee is assigned, and shall also include any one or more functions defined in any lower grade if required.
- 1.5.7 "Occupational Superannuation Fund" means the appropriate fund referred to in clause 5.8 (Occupational superannuation).
- 1.5.8 "Part-time Employee" means an Employee who is engaged as such and who is regularly employed for not less than 15 hours each week with a minimum of 3 hours per day.
- 1.5.9 "Union" means The Australian Workers' Union of Employees, Queensland.

1.6 Parties Bound

This Award is legally binding upon the Employees as prescribed by 1.4 and their employers, and the Union and its members.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Consultation

The parties agree that adequate consultation and communication provides a major contribution to efficient, flexible and productive Employee and management practices. It is agreed that the need for proper consultation and communication requires the introduction of a consultative mechanism and procedure appropriate to the size and needs of the Council.

The form, structure and method of implementing consultative mechanism/practices shall be as determined at the local Level through negotiations between the Council and Employees.

3.2 Grievance and dispute settling procedure

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

- 3.2.1 In the event of an Employee having a grievance or dispute the Employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the Employee/s may bypass this Level in the procedure.
- 3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, the Employee or the Employee's representative may refer the matter to the next higher Level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the Employee or the Employee's representative.
- 3.2.3 If the grievance involves allegations of unlawful discrimination by a supervisor the Employee may commence the grievance resolution process by reporting the allegations to the next Level of management beyond that of the supervisor concerned. If there is no Level of management beyond that involved in the allegation the Employee may proceed directly to the process outlined at clause 3.2.5.
- 3.2.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.2.2, the matter shall, in the case of a member of the Union, be reported to the relevant officer of the Union and the senior management of the Council or the Council's nominated industrial representative. An Employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.2.2 will not result in resolution of the dispute.
- 3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.2.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.2.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.2.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

4.1 Employment categories

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

Employment categories are:

- (a) full-time;
- (b) part-time (as defined in clause 1.5); or
- (c) casual (as defined in clause 1.5).

- 4.1.2 All appointments of full-time and Part-time Employees shall be for an initial probationary period of 3 months.

4.2 Part-time Employees

- 4.2.1 "Part-time Employee" means an Employee, other than a "Casual Employee" as defined in clause 1.5.2 of this Award, who is engaged to work rostered regular hours each week with a minimum engagement of 15 hours per

fortnight. Such roster shall show the starting and ceasing times and the days upon which an Employee is engaged to work as well as the number of hours to be worked each week or as otherwise arranged by mutual agreement between the Council and the Employee.

4.2.2 The ordinary daily working hours shall be worked continuously, excluding meal breaks, and shall not be less than 4 hours nor more than 9 hours on any day.

4.2.3 Part-time Employees who work a minimum of 4 consecutive ordinary hours on any day shall be entitled to a rest pause of 10 minutes' duration without loss of pay during the first 4 hours, and a further rest pause where 9 consecutive hours are worked on any one day. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity in the opinion of the Council is necessary:

Provided that where more than 5 hours are worked, such Employees shall be entitled to a meal break of not less than 30 minutes nor more than one hour to be taken between the 4th and 5th hours, which time shall not be paid for.

4.2.4 A Part-time Employee shall be paid an hourly rate equal to the appropriate weekly rate prescribed by the Award and divided by 38.

4.2.5 A Part-time Employee shall be entitled to *pro rata* annual leave, sick leave, long service leave, bereavement leave and all public holidays on the same basis as full-time Employees on which the Employee would have otherwise worked in accordance with clause 4.2.1. When a public holiday occurs during a period of the Employee's annual leave, there shall be added to the Employee's annual leave an extra day for each such day so occurring.

4.2.6 A Part-time Employee who works more than 10 hours on any one day or more than 38 in any one week shall be paid overtime in accordance with clause 6.5.

4.2.7 Subject to the provisions contained herein, all other provisions of the Award relevant to full-time Employees shall apply to Part-time Employees.

4.2.8 *Savings clause*

No Employee to whom this Award applies, including a Casual Employee currently employed at the date of commencement of this Award, shall be transferred by the Council to part-time employment or be terminated with a view to re-employment as a Part-time Employee without the consent of the Employee.

4.3 Local agreements

As part of the Structural Efficiency exercise and as an on-going process and subject to clause 3.1 (Consultation), the parties agree that discussion should take place at a local Level to provide more flexible working arrangements improvement in the quality of working life, enhancement of skills, training and job satisfaction, and to suit the needs of each service.

4.4 Reserved matters

It is agreed that the parties to this Award may raise any matter of substantial merit during the life of the Award arising from the trialling and implementation of Structural Efficiency.

4.5 Multi-skilling

In recognition of the operational and efficiency requirements of the Council, and to create more amended, and interesting work, it shall be a condition of employment, subject to appropriate training and competency, that each Employee shall be available to work as required on any work within the Employee's skill, competence and training consistent with the classification structure of this Award (subject to prevailing statutory requirements) and that each Employee shall acquire the skills and learn any other job as directed and shall provide instruction and/or training as appropriate to another Employee as required.

Any directions issued by the Council pursuant to the provisions of clause 4.5 shall be consistent with the Council's responsibilities to provide a safe and healthy working environment.

4.6 Volunteer worker

A volunteer worker is any person who by freedom of choice offers to assist in carrying out the work of the Council without monetary remuneration and therefore voluntarily in respect of that work has no entitlement to wages and allowances as prescribed in this Award. A volunteer worker may also be an Employee of the Council in respect of work of the same or a different nature carried out at different times to the voluntary work but the provisions of this Award shall only apply to the paid employment.

Clause 11.3 shall have no application to a volunteer worker.

4.7 Attendance at meetings

Where Employee are appointed to, or required to attend meetings of, Committees, Sub-Committees, Working Groups, Conferences, or Workshops, attendance times will be fully accredited as ordinary hours of work.

At the discretion of the Unit Managers, travel time in excess of what could normally be expected in day to day work may be accredited as working time. All requested or voluntary attendance at meetings of Committees, Sub-Committees, Working Groups, Conferences, or Workshops is not to be accredited as ordinary hours of work unless prior approval is granted by the Administrative Director.

4.8 HIV and AIDS positive Employees

The Council recognises it has a special position as an employer. This derives from its origins in a community of people most affected by HIV/AIDS, its commitment to representing people living with HIV/AIDS and the particular programs it offers. The combined effect of these also means that it is likely that the impact of HIV/AIDS in the workplace will be significant for all Employees, either directly or indirectly.

The Council actively encourages the recruitment and continued employment of people living with HIV/AIDS as an equal opportunity employer. It recognises that people with HIV/AIDS provide unique perspectives, abilities, skills and knowledge which are critical to the work that the Council does. Further the Council recognises that it can harness these benefits only by having HIV/AIDS people work in the organisation, both as Employee or volunteers.

The Council's communication with people with HIV/AIDS is facilitated by having people with HIV/AIDS as Employees. Between people living with HIV/AIDS, there exist commonalities of experience which can evoke trust, understanding and feelings of safety. These commonalities of experience can allow the Council to better interact with the HIV/AIDS community.

The Council recognises that the application of the terms of the Award to HIV/AIDS positive Employees shall be to ensure that the special needs of such Employees are recognised.

4.9 Anti-discrimination

4.9.1 It is the intention of the parties to this Award to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time which includes:

- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade Union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

4.9.2 Accordingly in fulfilling their obligations under the grievance and disputes settling procedure in clause 3.2, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.9.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.9.4 Nothing in clause 4.9 is to be taken to affect:

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

4.10 Termination of employment

4.10.1 Statement of employment

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

the employee.

4.10.2 Termination by employer

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

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

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

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

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

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

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

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

4.10.3 Notice of termination by employee

The notice of termination required to be given by an employee shall be one week, or payment forfeited in lieu thereof.

4.10.4 Time off during notice period

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

4.11 Introduction of changes

4.11.1 Employer's duty to notify

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

4.11.2 Employer's duty to consult over change

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).

- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.11.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.12 Redundancy

4.12.1 Consultation before terminations

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.12.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.12.2 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.12.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.10.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.12.3 Transmission of business

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmitter) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmitter 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 transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.12.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

4.12.4 Time off during notice period

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.12.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the

purpose of seeking other employment.

- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.12.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.12.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.12.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.10.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.12.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

- (b) 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

4.12.7 *Superannuation benefits*

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

4.12.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.12.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

4.12.9 *Alternative employment*

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

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

Clause 4.12 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.12.11 *Employees exempted*

Clause 4.12 shall not apply:

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

4.12.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.12 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
 - (i) a company and the entities it controls; or
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.12.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.12.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.12.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.12.14 *Incapacity to pay*

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

4.13 Trainees

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

4.14 Continuity of service - transfer of calling

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act as amended from time to time.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Definition of classifications

5.1.1 "Level One" means an Employee appointed as such who -

Undertakes induction training which may include information on the conditions of work, introduction to supervisors and fellow workers, initial training, workplace layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurances.

An Employee at this grade performs routine duties essentially of a manual nature and to the Level of their training:

- (a) performs simple, repetitive tasks;
- (b) exercises minimal judgement; and
- (c) works under general supervision;
- (d) will work as a team member and support the administrative requirements in all aspects of administration functions associated with developing and maintaining administrative systems for records, data, office supplies, finance, filing, as well as other recording functions and exercise good communication skills and interpersonal skills, where routine client liaison applies.

5.1.2 "Level 2" means an Employee appointed as such who:

Has satisfactorily completed up to 6 months' structured training or has acquired individual competency so as to enable the Employee to perform work within the scope of this grade.

An Employee at this grade performs work above and beyond the skills of a Level One Employee to the grade of their training:

- (a) performs tasks in accordance with strictly defined procedures;
- (b) is trained in and applies basic quality requirements;
- (c) able to exercise minimal judgement;
- (d) has knowledge of health and safety in relation to task performed;
- (e) performs a limited range of tasks of low variety and complexity.

5.1.3 "Level 3" means an Employee appointed as such who:

Has completed appropriate, accredited training or has acquired equivalent competency so as to enable the Employee to perform work within the scope of this grade or an Employee who has completed an appropriate grade course in a skill stream and is able to exercise the skills and knowledge of that stream.

An Employee at this grade performs work above and beyond the skills of an Employee at Level 2 and to the Level of their training:

- (a) works from complex instructions and procedures;
- (b) assists in the provision of on-the-job training to a limited degree;
- (c) co-ordinates work in a team environment or works individually under limited supervision;
- (d) is responsible for assuring the quality/service of their own work;
- (e) exercises good interpersonal, communication skills;
- (f) performs lower grade tasks incidental to their work or performs work which while primarily involving the skills of the Employee's Level is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

5.1.4 "Level 4" means an Employee employed as a Project Officer and who co-ordinates statewide projects and/or paid and un-paid staff and performs such duties as required.

A Level 4 Employee works above and beyond an Employee at Level 3 and to the Level of their training:

- (a) works from complex instructions and procedures;

- (b) understands and applies quality control techniques to the point of being accountable and responsible for output and/or work area;
- (c) co-ordinates work in a team environment or works individually without supervision;
- (d) exercises high grade communication skills;
- (e) identifies and solves complex problems, including those of other Employees;
- (f) is responsible for assuring the quality/service of their own work;
- (g) performs lower grade tasks incidental to their work or performs work which while primarily involving the skills of the Employee's grade is incidental or peripheral to the primary task and facilitates the completion of the whole task.

5.1.5 "Level 5" means an Employee appointed as such who:

Has completed an appropriate course in a skill stream and is able to exercise the skills and knowledge of that study or an Employee who has advanced skill (either specialised or broadly based) in their trade or skill stream.

5.2 Wages and allowances

5.2.1 The minimum rates of wages payable to the following Levels shall be as follows:

		Per Annum \$
Level One	1.1	33,140
	1.2	33,755
	1.3	34,370
	1.4	34,985
	1.5	35,704
	1.6	36,319
Level 2	2.1	36,832
	2.2	37,344
	2.3	37,753
	2.4	38,265
	2.5	38,778
Level 3	3.1	39,290
	3.2	40,519
	3.3	41,955
	3.4	43,390
Level 4		49,457
Level 5	5.1	48,819
	5.2	50,614
	5.3	52,407

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

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

- 5.2.2 (a) Progression from Level to Level shall be subject to the Employee having attained the appropriate qualifications and/or successfully completed the appropriate training associated with one or more functions encompassed by the higher grade.
Progression of Employees from Level to Level shall be by successful application to any advertised vacancy.

- (b) Movement within Levels subject to annual appraisal which will occur on the anniversary date of engagement.
- (c) Appointees to Levels 2 and 3 with relevant tertiary qualifications, or equivalent, shall commence on the second step of the Level.
- (d) Appointees to Levels 2 and 3 without relevant tertiary qualifications or equivalent shall be unable to proceed beyond penultimate step within the Level.
- (e) At the date of transition to the new scale Employees shall move to the step within their existing Level which is equal to or has the next highest dollar value. Where an Employee is in receipt of a salary in excess of the maximum of the Level to which the Employees classification translates, the Employee shall retain the existing salary in accordance with the provisions of clause 5.4.
- (f) The introduction to Levels, both salary range and definition shall be subject to review by way of consultation prescribed in clause 3.1.
- (g) The initial translation of existing classifications to Levels prescribed in this Award is set out in the attached Schedule A.
- (h) A salary review shall be conducted at least once per year each 6 months subject to the availability of Government funding and in accordance with wage fixing principles determined from time to time by the Commission.
- (i) When any person on any one day is directed by their supervisor to perform 2 or more classes of work to which a differential rate fixed by this Award is applicable, such person, if employed for more than 4 hours on the class or classes of work carrying a higher rate, shall be paid in respect of the whole time during which the Employee works on that day at the same rate which shall be the highest rate fixed by this Award in respect of any such classes of work, and if employed for 4 hours or less on the class or classes of work which carry a higher rate, the Employee shall be paid at such highest rate for 4 hours.
- (j) Probationary employment - As provided for in clause 4.1.2, an Employee may be employed on probation for a period of 3 months. During this period, a probationary Employee shall be entitled to be consulted on the review of their employment, and have an opportunity to be informed on the progress of their probation, and to answer any criticism that might be raised during this period.

5.3 Casual Employees

The hourly rate for Casual Employees is to be calculated by dividing the appropriate weekly rate prescribed for full-time Employees of the same class by 38 and adding 23% thereto.

5.4 Savings clause

No Employee shall suffer a reduction in wages or conditions of employment (including overaward) as a result of the introduction of this Award.

5.5 Allowances

5.5.1 Responsibility allowance

Where an Employee is nominated by the Council to be responsible for the conduct of a regional office, the Employee shall be entitled to a yearly allowance of \$818, payable on a fortnightly basis.

5.6 Payment of wages

5.6.1 All wages shall be paid in full in the Council's time at least once in each fortnight. Casual work may, by mutual consent, be paid for as above or at the termination of each engagement:

5.6.2 Provided that payment may be made by use of one of the following methods, at the discretion of the Council:

- (a) Cash;
- (b) Cheque;
- (c) Electronic funds transfer (EFT) directly into the Employee's account in any financial institution nominated by the Employee, which has that facility without cost to the Employee.

5.6.3 Employees whose rostered day off falls on pay day shall be paid their wages, if they so desire, before going off duty on the working day prior to their day off.

5.7 Deductions from wages

The Council shall, on request in writing by any Employee, pay to the Union, out of any money due to the Employees, in respect of wages, the annual or monthly contribution of such Employee as a member of the Union.

5.8 Occupational superannuation

5.8.1 Application

In addition to the rates of pay prescribed by this Award, eligible Employees, as defined in clause 5.8.3(b), shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.8.

5.8.2 Contributions

(a) Amount

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

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

(b) Regular payment

The Council shall pay such contributions to the credit of each such Employee at least once each calendar month or in accordance with the requirements of the approved trust deed.

(c) Minimum Level of Earnings

As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employee's ordinary time earnings, as defined, is less than \$450.00.

(d) Absences from work

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

(e) Other Contributions

Nothing in clause 5.8 shall preclude an Employee from making contributions to a fund in accordance with the provisions.

(f) Cessation of contributions

The Council shall not be required to make any further contributions on behalf of an eligible Employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.

(g) No other deductions

No additional amounts shall be paid by the Council for the establishment, administration, management or any other charges in connection with the fund other than the remission of contributions as prescribed herein.

5.8.3 Definitions

(a) "Approved fund" means a fund approved for the purposes of this Award by the Commission as one to which occupational superannuation contributions may be made by the Council on behalf of an Employee, as required by this Award. Such approved fund may be individually named or may be identified by naming a particular class or category.

(b) "Eligible Employee" means any Employee who has been employed by the Council during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 5.8.2(a) effective from the commencement of that qualifying period.

(c) "Fund" means a superannuation fund satisfying the Commonwealth legislation for Occupational

Superannuation Funds and satisfying the superannuation fund conditions in relation to a year to income, as specified in the relevant Act and complying with the operating standards as prescribed by Regulations made under the relevant Act. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.

- (d) "Ordinary time earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work. The term includes any overaward payment, as well as casual rates received for ordinary hours of work on week-ends. Ordinary time earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

5.8.4 *Approved funds*

For the purposes of this Award an approved fund shall be:

- (a) *HESTA and any other fund agreed to from time to time by the Union and the Council.

5.8.5 *Enrolment*

- (a) The Council shall as soon as practicable as to both current and future eligible Employees -
 - (i) notify each Employee of their entitlement to occupational superannuation;
 - (ii) consult as may be necessary to facilitate the selection by Employees of an appropriate fund within the meaning of clause 5.8.4.
 - (iii) take all reasonable steps to ensure that upon the determination of an appropriate fund each eligible Employee, receives, completes, signs and returns the necessary application forms provided by the Council to enable that Employee to become a member of the fund; and
 - (iv) submit all completed application forms and any other relevant material to the trustees of the fund.
- (b) Each Employee upon becoming eligible to become a member of a fund determined in accordance with clause 5.8 shall -
 - (i) complete and sign the necessary application forms to enable that Employee to become a member of that fund; and
 - (ii) return such forms to the Council within 28 days of receipt in order to be entitled to the benefit of the contributions prescribed in clause 5.8.2.

5.8.6 *Record keeping*

The Council shall be required to maintain records of time worked for the purposes of establishing the Employee's entitlement to occupational superannuation, and of payments made to the approved fund in similar form to time and wages records required to be kept in accordance with section 366 of the Act, and shall have such records available for inspection by an Industrial Inspector or authorised industrial officer of the Union, authorised pursuant to sections 371 and 373 of the Act.

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

6.1 Hours of work

Subject to clause 6.2 (Hours of work - method of implementation), the ordinary hours of work shall be an average of 38 per week, to be worked by agreement between the Council and Employee on any 5 out of 7 days per week Monday to Sunday.

6.2 Hours of work - method of implementation

- 6.2.1 Except for hereinafter provided, the ordinary hours of work shall be an average of 38 hours per week to be worked with a minimum of 6 hours and a maximum of 10 hours per day exclusive of meal breaks between 6.00 a.m. and 12.00 midnight each day.
- 6.2.2 Where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement between the Council and the majority of Employees concerned.
- 6.2.3 Broken shifts may be permitted and shall only be worked where there is mutual agreement between the Council

and Employee, within a spread of 12 hours with one period to be a minimum of 4 hours.

- 6.2.4 The Employee will need to manage their own hours to meet the needs of the position. A work diary to record details of hours worked will be maintained.
- 6.2.5 Employees who voluntarily place their name on the roster for telephone counselling outside of ordinary hours shall be deemed to be volunteers in terms of clause 4.6 for such telephone counselling duty.
- 6.2.6 The working hours of HIV/AIDS positive Employees shall be arranged so as to accommodate their special needs (including where necessary time to attend treatment as required), and the working hours of Employees who are the principal or primary carers of HIV/AIDS positive persons, shall be subject to similar flexible arrangements.

6.3 Meal breaks

- 6.3.1 Weekly Employees shall be entitled to a daily unpaid meal break of not less than 30 minutes nor more than one hour's duration, to be taken between 3 1/2 to 5 hours after the commencement of work, or as at any other time as has been mutually agreed between the Council and the majority of Employees.
- 6.3.2 Part-time Employees and Casual Employees who are engaged to work for 5 or more hours a day shall be entitled to an unpaid meal break of not less than 30 minutes to be completed between 3 1/2 and 4 1/2 hours after the commencement of work.

6.4 Rest pauses

6.4.1 *Weekly Employees*

Weekly Employees shall receive a paid rest pause of 10 minutes' duration in the first half and the second half of each day worked.

6.4.2 *Part-time and Casual Employees*

Part-time and Casual Employees who work a minimum of 4 consecutive ordinary hours on any one day shall receive a paid rest pause of 10 minutes' duration. Employees who work a minimum of 8 consecutive ordinary hours (excluding the meal break) on any one day shall receive a paid rest pause of 10 minutes' duration in the first half and the second half of the period worked.

- 6.4.3 Rest pauses shall be taken in the Council's time and shall be taken at times to suit the convenience of the Council and so as not to interfere with the continuity of work where continuity, in the opinion of the Council is necessary:

Provided that where there is agreement between the Council and the majority of Employees concerned the rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into 3 approximately equal working periods.

Consent to combine the rest pauses shall not be unreasonably withheld by either party.

6.5 Overtime

- 6.5.1 Except as herein provided all work done in excess of the ordinary hours in any one day or in excess of the ordinary hours in any one week worked between 6.00 a.m. and 12.00 midnight shall be deemed to be overtime.
- 6.5.2 Such overtime will be compensated by time off in lieu (T.O.I.L.) on a time for time equivalent.
- 6.5.3 Up to 4 days T.O.I.L. leave can be taken consecutively within a 2 month period, provided that the time has been accrued and such leave does not interfere with the needs of the position.
- 6.5.4 Any unused accumulated overtime under the clauses 6.5.2 and 6.5.3 shall be paid out as calculated time equivalent calculated at time and a-half, on termination. For the purposes of clause 6.5.4 any accumulated overtime as at the date of the making of this Award shall not be subject to these provisions.
- 6.5.5 All work required between 12.00 midnight and 6.00 a.m. shall be deemed overtime and paid at the rate of time and a-half for the first 3 hours and double time thereafter.
- 6.5.6 Overtime shall be authorized in advance:

Provided that no overtime shall be worked, and no T.O.I.L. shall be taken without prior approval of Unit Manager, or Administrative Director. T.O.I.L. shall not, except by mutual agreement, be accumulated beyond 38

hours.

6.6 Other hours of work for special needs

6.6.1 Notwithstanding the provisions of clause 6.6, employees may be required to work in accordance with such other hours of work as are mutually agreed upon, in writing, between the Council and the secretary of the Union to suit the requirements of the Council and employees.

6.6.2 Employees with HIV/AIDS should be allowed to work for as long as their health permits or are able to perform the functions as set out in their job description. Where an Employee can no longer fully perform these functions, possible changes that will be considered include:

- (a) adjustment of duties within the existing job;
- (b) part-time and job share arrangements or reduction in work hours;
- (c) redeployment to other positions in the organisation when practical retraining associated with the latter.

Any of these options will be considered with the full involvement of the Employee.

Any changes to individual working arrangements will balance the right of the Employee to continue to work as long as possible with the needs of the Council and its Employees to ensure continuity of its work.

6.7 Weekend work

6.7.1 Saturday and Sunday Rates

All time worked by Employees within their ordinary working hours as prescribed herein, between midnight Friday and midnight Sunday, shall be paid for at the rate of time and a-half. By agreement between the Council and Employee, other than casuals, such time worked may be remunerated by equivalent time off in lieu for which payment is actually made commuted at time and a-half, to be taken within 3 months to meet the convenience of the Council and Employee.

Notwithstanding the salaries prescribed in this Award, and subject to policy determined from time to time by the Board of Directors of the Council, nothing herein shall prevent the employer and the Employee agreeing on a salary and conditions package which provides a remuneration benefit in total not less beneficial than would apply if the Employee was paid in accordance with the prescribed benefits under this Award including penalties and overtime.

In determining the relative benefits of a package under the provisions of clause 6.7.1, the parties may take into account the effect of approved taxation benefits and other non-cash items.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Period of annual leave

Every Employee (other than a Casual Employee) covered by this Award shall at the end of each year of employment be entitled to 4 weeks' annual leave on full pay.

Such annual holiday shall be exclusive of any public holiday which may occur during the period of that annual holiday and (subject to clause 7.1.4) shall be paid for by the Council in advance:

- (a) In the case of any and every Employee in receipt immediately prior to that holiday of ordinary wages at a rate in excess of the ordinary wages payable under clause 5.2, at that excess rate; and
- (b) In every other case, at the ordinary time rate payable to the Employee concerned immediately prior to that holiday.

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

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

7.1.4 Calculation of annual holiday pay

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

(a) All Employees

Subject to clause 7.1.4(b), in no case shall the payment by a Council to an Employee be less than the sum of the following amounts:

(i) The Employee's ordinary wage rate as prescribed by the Award for the period of the annual holiday (excluding week-end penalty rates);

(ii) A further amount calculated at the rate of 17 ½ % of the amounts referred to in clause 7.1.4(a)(i).

(b) Clause 7.1.4(a) shall not apply to the following:

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

(ii) The Council (and its Employees) already paying or receiving an annual holiday bonus, loading or other annual holiday payment which is not less favourable to Employees.

7.2 Sick leave

7.2.1 Entitlement

(a) Every Employee, except casuals, and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with the Council.

(b) This entitlement will accrue at the rate of 7.6 hours' sick leave after each 6 weeks of employment.

(c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked by the Employee if the Employee were not absent on sick leave.

(d) Sick leave may be taken for part of a day.

(e) Sick leave shall be cumulative, but unless the Council and the Employee otherwise agree, no Employee shall be entitled to receive, and the Council shall not be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

(f) Part-time Employees accrue sick leave on a proportional basis.

7.2.2 Employee must give notice

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

7.2.3 Evidence supporting a claim

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

7.2.4 Accumulated sick leave

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

(a) The Employee is absent from work on unpaid leave granted by the Council;

(b) The Council or Employee terminates the Employee's employment and the Employee is re-employed within three months; or

(c) The Employee's employment is terminated because of illness or injury and the Employee is re-employed by the Council without having been employed in the interim.

The Employees accumulates sick leave entitlements whilst absent from work on paid leave granted by the Council.

7.2.5 Workers' compensation

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

7.3 Bereavement leave

7.3.1 Full-time and Part-time Employees

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

7.3.2 Long-term Casual Employees

- (a) A long-term Casual Employee is entitled to at least 2 days' unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term Casual Employee" is a Casual Employee engaged by the Council, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the Employee seeks to access an entitlement under clause 7.3.2.

7.3.3 "Immediate family" includes:

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

7.3.4 Unpaid leave

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

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

7.4 Long service leave

All Employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

7.5 Family leave

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

7.5.1 It is to be noted that:

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

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

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

7.6 Domestic leave

The Employee shall be entitled to leave on ordinary pay to a maximum of 5 days per year in case the Employee finds it essential to stay home in an emergency in the event of the illness of close friend, lover, or a member of the family, that is spouse, mother, father, sibling, child, parent-in-law, or grandparent or a person infected with HIV/AIDS where the Employee is a principal or primary carer.

Such leave can only be taken upon application, and where the Employee has unused sick leave. This leave will be treated as though due to the Employee's own sickness.

If the Council so requires, reasonable evidence shall be provided.

For the purpose of clause 7.6 "spouse" shall include *de facto* spouse, "father" and "mother" shall include foster father or mother and step-father or mother, and "child" include step-child or child for which the Employee has taken the responsibility for the care and maintenance.

7.7 Leave without pay

The Council may grant leave of absence without pay to the Employee, subject to such conditions as may be prescribed, for such a period as may be agreed to by the Council.

7.8 Jury leave

If an Employee is required to attend for jury service during that Employee's ordinary working hours, the Employee shall be reimbursed by the Council an amount equal to the difference between the fees paid by the Court and the Employee's basic daily pay. An Employee shall notify the Council as soon as possible of the date upon which the Employee is required to attend for jury service, and shall provide proof of such attendance, the duration of the attendance and the amount received in respect of such service.

7.9 Trade Union training leave

7.9.1 Subject to the provisions of clause 7.9:

- (a) The Council shall grant paid leave of absence to workers who are nominated by the Union through the local delegate to attend courses conducted by the Union.
- (b) Paid leave of absence shall also be granted to attend similar courses or seminars as from time to time approved by agreement between the parties.

7.9.2 A nominated Employee shall be granted up to a maximum of 3 days' paid leave per calendar year (non cumulative) for trade Union training or similar courses or seminars as approved.

7.9.3 Where a public holiday or rostered day off falls during the duration of a course, a day off in lieu of that day will not be granted.

7.9.4 The granting of leave pursuant to the provisions of clause 7.9.1 is subject to the operation of the organisation not being unduly affected and to the convenience of the Council.

7.9.5 Leave will be deemed time worked for calculating leave granted to Employees under this Award.

7.9.6 An Employee must have at least 12 months' uninterrupted service with the Council prior to such leave being granted, and no more than 2 Employees shall attend to such courses at any one time.

7.9.7 No Employee shall be granted leave exceeding the duration of the course or seminar to be attended.

7.9.8 No Employee shall be granted a second or subsequent period of leave prior to the expiration of 3 years from the date of commencement of the last period of such leave granted by the Council.

7.9.9 The scope, content and Level of the course or seminar shall be such as to contribute to a better understanding of industrial relations within the Council's operations, and in particular, a better understanding of the Award and Industrial Agreements and industrial issues impinging upon the professional life of Employees in the non-government sector.

7.9.10 In granting such paid leave, the Council is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the Employee.

7.10 Education and training leave

7.10.1 An Employee may have time away from work of up to 3 hours per week, or more by agreement, without loss of pay to attend conferences, seminars or short term courses, or undertaken examinations, or studies, or training deemed by the Council to be appropriate to employment as follows:

7.10.2 *Criteria for approval of applications*

- (a) The studies relate directly to the staff member's duties or likely future duties and are necessary to enable these to be carried out effectively; or
- (b) The studies involve research, the results of which are likely to be of significant benefit to the organisation; or
- (c) The staff member would gain skills and knowledge which are in scarce supply and which are required by the organisation; or
- (d) The studies would enable the organisation to implement programs considered to be of high priority; or
- (e) To provide an opportunity for Employees to develop their career goals; or
- (f) The studies would assist the organisation to meet EEO objectives or other special purposes of the organisation.

7.10.3 *Unit discretion*

Although the general expectation is that study assistance should be available to staff, management has the responsibility to ensure that study assistance is used efficiently and effectively to improve organisation productivity.

In cases where inconvenience to the unit is considered to outweigh the claimed advantages to be gained from the proposed study, or where the proposed course or study is not considered relevant to the unit or the organisation, then study assistance should not be granted. Even where approval is intended, it may be reasonable to negotiate a flexible pattern of leave with the applicant to suit the unit.

The organisation should ensure that adequate opportunity occur for staff, preferably through grievance mechanisms, to have decisions to refuse study assistance reviewed independently within the organisation.

7.11 **Public holidays**

7.11.1 All work done by any Employee on:

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

will be paid for at the rate of double time and a-half.

7.11.2 *Annual show*

Moreover, all work done by an Employee in a district specified from time to time by the Minister, by notification published in the *Gazette* or the *Queensland Government Industrial Gazette* on the day appointed under the *Holidays Act 1983* to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principle city or town, as specified in such notification of city or town as specified in such notification of such district, shall be paid for at the rate of double time and a-half.

7.11.3 All time worked on any of the holidays mentioned in clauses 7.11.1 and 7.11.2 outside the ordinary starting and ceasing times prescribed by this Award for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by the Award for such time when worked outside the ordinary starting and ceasing time on an ordinary working day.

7.11.4 Employees required to work on any of the holidays mentioned in clauses 7.11.1 and 7.11.2 shall be paid for a minimum of 4 hours work at double time and a-half.

7.11.5 *Part-time employees*

A Part-time Employee who usually works on a day of the week on which a public holiday falls and is not required to work on that day, shall be paid for the hours which would normally have been worked on that day.

7.11.6 Casual Employees

Casual Employees required to work on a public holiday shall be paid at the rate of double time and a-half for all time worked on any such public holiday.

7.11.7 Equivalent time off in lieu

Alternatively, full-time Employees who work on a prescribed holiday may be in agreement to perform such work at ordinary rates provided that the Employee is provided with equivalent paid time off equivalent to one day and a-half at a mutually convenient time, or added to the Employee's annual leave.

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

8.1 Transport

8.1.1 Should an Employee be required to use the Employee's own vehicle on the Council's business, the Employee is to receive a vehicle allowance of 39 cents per kilometre.

8.1.2 An Employee required to travel by other means in connection with their work shall be reimbursed all reasonable travelling expenses so incurred with reasonable proof of such expenses to be provided by the Employee to the Council.

8.1.3 Where an Employee is called on duty at night or at other than the Employee's normal hours, or on any non-working day the Employee's shall be reimbursed fares, or if using the Employee's own vehicle to travel between home and place of work, receive a travelling allowance, as set out above.

8.1.4 Where an Employee is required to work at times and/or in places where the use of public transport could reasonably be deemed to place the Employee in a position of possible personal risk, the Council shall provide suitable transport or shall authorise the Employee to use the Employee's own vehicle. Clause 8.1.4 shall include, where applicable, the Employee's travelling between home and place of work.

8.2 Travelling and accommodation

An Employee who travels on authorised official business shall be reimbursed reasonable expenses for accommodation, food, conference fees etc. and incidental expenses upon production of receipts and other evidence of incurred expenses.

Such reimbursement shall be by mutual agreement between the Council and Employee and agreed to prior to the expenses being incurred.

HIV/AIDS positive Employees who are required by the Council to travel shall be afforded reasonable reimbursement recognising their special needs with accommodation, fares, and special meals as required for the comfort and health of the Employee. Such arrangements shall be approved in advance and shall have regard to the Council's financial position.

Nothing in clause 8.2 prevents the Council from advancing monies for expenses having regard to past practice.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Commitment to training and careers

9.1.1 The parties to this Award recognise that in order to increase the efficiency and productivity of the enterprise and also the national and international competitiveness of the industries covered by this award, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing Employees with career opportunities through appropriate training to acquire additional skills; and
- (c) removing barriers to the use of skills acquired.

9.2 Training and education

The parties to this Award are jointly committed to the provision of appropriate training for all Employees working under the Award and achieved by way of training to enhance and develop work skills of Employees.

9.2.1 Training shall comply with the criteria and guidelines established by the parties to meet the requirements of the Council developed in conjunction with staff.

- 9.2.2 Training may be undertaken either on or off the job, provided that where the training is undertaken during ordinary hours, the Employee shall not suffer any loss of pay.
- 9.2.3 Where the Council provides in-service training during working hours, Employees may be required to spend an equivalent period of non-working time in training to a maximum of 4 hours of the Employee's own time per month.
- 9.2.4 Employees shall be entitled to paid training leave to attend approved training programs. The Council shall not unreasonably withhold such paid training leave.
- 9.2.5 Where the Council requires the Employee to attend training courses on a Saturday or Sunday the employer will provide equivalent time off calculated at ordinary time rates, for time other than that referred to in clause 9.2.3.

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

No provisions inserted in this Award relevant to this Part.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry procedure

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

11.1.3 Inspection of records

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current Employee except if the Employee:
 - (i) is ineligible to become a member of the Union; or
 - (ii) is a party to a QWA or ancillary document, unless the Employee has given written consent for the records to be inspected; or
 - (iii) has made a written request to the Council that the Employee does not want the Employee's record inspected.

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

11.1.4 *Discussions with Employees*

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

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Union encouragement

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

11.3.1 Documentation to be provided by employer

At the point of engagement, the Council shall provide Employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the Council in a place readily accessible by the Employee.

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

11.3.2 Union delegates

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

The Council shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.3.3 Deduction of Union fees

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

11.4 Posting of award

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

11.5 Time sheets

Time-sheets or time-books shall be provided by the Council, wherein each Employee shall enter daily the starting and ceasing times.

SCHEDULE A

Introduction of existing Classifications to Levels at the date of the making of this Award.

Classification	Wage Level
Education Manager	5
Client Service and Support, Manager	5
Senior Project Officer	4
Personnel and Training Officer	3
Information and Publication Officer	3
Client Service and Support Officers	3
Finance Officer	3
Activities Co-ordinator	3
Education Officers	3
Property Officer	2
Executive Officer	3

Dated 26 August 2003.

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

