

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**QUEENSLAND BUILDING SERVICES AUTHORITY AWARD - STATE 2003**

Pursuant to s. 698 of the *Industrial Relations Act 1999* Queensland Building Services Authority Award - State 2003 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct Queensland Building Services Authority Award - State 2003 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill  
Industrial Registrar

**QUEENSLAND BUILDING SERVICES AUTHORITY AWARD - STATE 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Queensland Building Services Authority Award - State 2003.

**1.2 Arrangement of award**

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### **1.3 Commencement date**

This Award takes effect from 6 January 2003.

## **1.4 Coverage**

This Award applies to those employees of the Queensland Building Services Authority whose rates of pay are fixed by this Award.

## **1.5 Definitions**

1.5.1 The "Act" means the *Industrial Relations Act 1999*.

1.5.2 "Commission" means the Queensland Industrial Relations Commission.

1.5.3 "Union" means The Queensland Public Sector Union of Employees and the Federated Clerks' Union of Australia, North Queensland branch, Union of Employees.

## **1.6 Parties bound**

This Award is binding on the Queensland Building Services Authority, the Queensland Public Sector Union of Employees and the Federated Clerk's Union of Australia, North Queensland Branch, Union of Employees.

## **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 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 employer and employees is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

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

2.2.1 Wherever facilitative provisions appear in this Award which allow for determination of the conditions of employment by agreement between the employer and the Union or the employer and the majority of employees affected, the following procedures 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(s) depending upon the particular Award provisions.
- (b) Employees may be represented by their local Union delegate(s) and 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(s), depending upon the particular award provisions.
- (f) Where a provision refers to agreement by the majority of employees affected, all employees directly affected must be consulted as a group. 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 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 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 3 - COMMUNICATION, CONSULTATION, grievance AND DISPUTE RESOLUTION**

### **3.1 Communication and consultation**

- 3.1.1 The employer, employees and relevant Unions are committed to an appropriate level of advice, communication and consultation in relation to matters in this award.
- 3.1.2 A consultative mechanism and procedures will be established to address matters raised by the employer, employees or relevant Union. The mechanism and processes will be appropriate to the size, structure and needs of the Authority.

### **3.2 Prevention and settlement of disputes**

- 3.2.1 The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Award, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- 3.2.2 Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party will be prejudiced as to the final settlement by the continuation of work.
- 3.2.3 There is a requirement for the employer to provide relevant information and explanation and consult with the appropriate employee representative(s).
- 3.2.4 In the event of any disagreement between the parties about the interpretation or implementation of this Award, the following procedures are to apply:
- (a) the matter is to be discussed by the employee's Union representative and/or the employee(s) concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
  - (b) if the matter is not resolved through clause 3.2.4 (a), it must be referred by the Union representative and/or the employee(s) to the appropriate employer representative who must arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days;
  - (c) if the matter remains unresolved it may be referred to the employer or nominee for discussion and appropriate action. This process should not exceed 14 days;
  - (d) if the matter is not resolved then it may be referred by either party to the Commission for conciliation.
- 3.2.5 Nothing contained in this procedure prevents the relevant Union(s) or the Queensland Government from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

### **3.3 Employee grievance procedures**

- 3.3.1 The objectives of this procedure are to promote the prompt resolution of employee grievances by consultation, co-operation and discussion, to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- 3.3.2 This procedure applies to all industrial matters within the meaning of the Act.
- Stage 1: In the first instance the employee must 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 must refer the grievance to the next in line management ("the manager"). The manager will consult with the parties. The employee may exercise the right to consult or be represented by such employee's Union representative during the course of Stage 2.
- Stage 3: If the grievance is still unresolved, the manager will advise the General Manager and the aggrieved employee may submit the matter in writing to the General Manager if such employee wishes to pursue the matter further. If desired by either party, the matter will also be notified to the Union.
- 3.3.3 The General Manager must ensure that:

- (a) the aggrieved employee or such employee's Union representative has the opportunity to present all aspects of the grievance;
  - (b) the grievance is investigated in a thorough, fair and impartial manner.
- 3.3.4 The General Manager may appoint another person to investigate the grievance. The employer may consult with the Union in appointing an investigating employee. The appointed person must be other than the employee's supervisor or manager.
- 3.3.5 If the matter is notified to the Union, the investigating employee must consult with the Union during the course of the investigation. The employer must advise the employee initiating the grievance, such employee's Union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.
- 3.3.6 The employer may delegate grievance resolution powers under this clause to a nominated representative.
- 3.3.7 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.
- 3.3.8 If the grievance is not settled the matter must be referred to the Public Service Commissioner or the Commission by the employee or the Union, as appropriate, in accordance with the respective jurisdictions of the tribunals.
- 3.3.9 Subject to legislation, while the grievance procedure is being followed, normal work is to continue, except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party will be prejudiced as to the final settlement by the continuation of work.
- 3.3.10 Where the grievance involves allegations of sexual harassment, an employee may commence the procedure at Stage 3.

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

### **4.1 Contract of employment**

- 4.1.1 The employer may direct an employee to carry out duties which are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award. Such duties are not to promote deskilling.
- 4.1.2 The employer may direct an employee to carry out such duties and use such tools and equipment as may be required. The employee must be properly trained in the use of such tools and equipment.
- 4.1.3 Any such direction issued by the employer must be consistent with the employer's responsibilities to provide a safe and healthy working environment.

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

- 4.2.1 The following conditions apply to part-time employees:
  - (a) In consultation with the employee, the employer will determine the minimum number of consecutive hours that the employee may work or determine a regular pattern for the hours to be worked.
  - (b) Subject to the provisions contained in clause 4.2, all provisions of this Award applicable to full-time employees apply to part-time employees on a *pro rata* basis.
  - (c) The ordinary spread of hours is the same as that prescribed for a full-time employee (clause 6.2).
  - (d) The hourly rate of pay for a part-time employee is the same as that for a full-time employee appointed to, or directed to assume duty, at the same classification level.
  - (e) Salary increments will be paid in accordance with the provisions of clause 5.9 of this Award.

- (f) Any applicable allowances will be paid on a *pro rata* basis. An exception is that the following allowances apply in full:
- On-call allowance clause 5.13 and Schedule B;
  - Meal allowance clause 6.4.2.
- (g) Work performed on a public holiday will be paid in accordance with clause 7.8 (Public holidays) of this Award.
- (h) A part-time employee who usually works on a day on which a public holiday falls and who is not required to work on that day will be paid for the ordinary hours the employee would normally have worked if that day had not been a holiday.
- (i) For work performed within the ordinary spread of hours as prescribed in this Award, and in addition to the number of hours specified to be worked in the work cycle, a part-time employee is entitled to payment at the ordinary hourly rate. The additional hours so worked will be taken into account in the *pro rata* calculation of all entitlements.
- (j) When a part-time employee is authorised to work additional hours outside the spread of hours prescribed by the Award, the part-time employee is eligible for payment of overtime in accordance with the provisions of clause 6.6 of this Award.
- (k) A part-time employee may be appointed to more than one position provided that the maximum number of ordinary hours for which they are employed does not exceed 72.5 hours per fortnight.

### **4.3 Casual employment**

The following conditions apply to casual employees:

- 4.3.1 A payment of 23% will be made in addition to the ordinary hourly Award rates of pay for the class of work upon which the employee is engaged.
- 4.3.2 Each engagement is to stand alone, with a minimum payment for 2 hours work made in respect to each engagement.
- 4.3.3 Subject to the provisions contained in clause 4.3, all provisions of this Award applicable to full-time employees apply on a *pro rata* basis.
- 4.3.4 The ordinary spread of hours is the same as that prescribed for a full-time employee (clause 6.2).
- 4.3.5 Where applicable, a casual employee shall be further entitled to the provisions of overtime, weekend penalty rates and payment for work performed on public holidays prescribed in this Award.
- 4.3.6 Salary increments in accordance with clause 5.9 of this Award are payable.
- 4.3.7 Any applicable Award allowances (excluding locality allowance) are payable. Such allowances will be based *pro rata* on the number of hours worked in relation to the ordinary hours of the Award classification.
- 4.3.8 Long service leave on full pay as provided in Chapter 2, Part 3, Division 3 of the Act as amended is payable.
- 4.3.9 Maternity leave as provided under section 16 of the Act and Schedule C.
- 4.3.10 Casual employees are not entitled to any leave provision of this Award, except for the entitlement to long service leave in clause 4.3.8 and maternity leave in clause 4.3.9.

### **4.4 Employment on probation**

- 4.4.1 The appointment of full-time and part-time employees will be subject to the successful completion of a probationary period of 3 months' duration. In exceptional circumstances and as agreed in writing between the employer and the employee, the probation period may be a shorter or longer period but may not exceed 6 months.
- 4.4.2 A system of performance appraisal will apply during the probation period. The appraisal system will include the following provisions:
- (a) an interim performance review by the relevant supervisor or manager in consultation with the employee. This will occur after the completion of 6 weeks' employment;

- (b) appropriate remedial action if the employee's performance is considered unsatisfactory; and
- (c) a formal performance report by the relevant supervisor or manager in consultation with the employee. This will occur prior to the expiration of the probationary period.

4.4.3 The employer will either confirm the permanent appointment or terminate employment of the employee prior to the expiration of the probation period.

4.4.4 The employer may terminate employment of an employee at any time during the probationary period.

## **4.5 Termination of employment**

### *4.5.1 Statement of employment*

The employer will, 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.

### *4.5.2 Termination by employer*

- (a) The 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 clause 4.5.2(a), 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
- (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.

### *4.5.3 Notice of termination by employee*

The notice of termination required to be given by an employee will be a minimum of 2 weeks or 2 week' salary forfeited in lieu. If an employee fails to give written notice the employer will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate for the period of notice. The notice period cannot be counted as annual leave or part thereof.

### *4.5.4 Time off during notice period*

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

## **4.6 Introduction of changes**

### *4.6.1 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 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.

#### 4.6.2 *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 alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.6.1.
- (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 an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

## 4.7 **Redundancy**

### 4.7.1 *Consultation before terminations*

- (a) Where the 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 4.7.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects 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 an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### 4.7.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.7.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.5.
- (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.

#### 4.7.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from 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 clause 4.7.3, '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.

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

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.7.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.7.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.7.1, the employer shall notify Centrelink 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.

#### 4.7.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.5.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.7.1(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.

#### 4.7.7 *Superannuation benefits*

The 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.

#### 4.7.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.7.1(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.

#### 4.7.9 *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.

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

Clause 4.7 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### 4.7.11 *Employees exempted*

Clause 4.7 shall not apply:

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

#### 4.7.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.7 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 common shareholders with another company or companies.

#### 4.7.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.7.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from the 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 transmitter, and any prior transmitter, 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 transmitter; and
  - (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.7.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.7.14 *Incapacity to pay*

The 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.

#### 4.7.15 *Provisions applying to employees of Queensland Government Departments and Agencies*

The provisions of clause 4.7 will not apply to the extent that the provisions of the redundancy arrangements are contained in a Directive issued by the Public Service Commissioner or the Minister for Industrial Relations pursuant to section 34 of the *Public Service Act 1996*, where the Directive provides for entitlements that are superior to clause 4.7.

### **4.8 Anti-discrimination**

4.8.1 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 the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

4.8.2 Accordingly in fulfilling their obligations under the disputes avoidance and grievance settling clauses 3.2 and 3.3, the parties to the Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.8.3 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.

4.8.4 Nothing in clause 4.8 is to be taken to affect:

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

## **PART 5 - WAGE AND WAGE RELATED MATTERS**

### **5.1 Salary rates**

The rates of salary payable to employees engaged under this Award are those prescribed in Schedule A.

### **5.2 Payment of salary**

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

### **5.3 Job evaluation**

The employer will apply the same Job Evaluation Methodology as is prescribed by the relevant Directive issued under section 34 of the *Public Service Act 1996*.

#### **5.4 Occupational streams**

The following occupational streams are covered by this Award:

##### *5.4.1 Administrative Stream*

The Administrative Stream comprises a number of levels where the duties apply to the functional areas identified below and where employees are required to possess a range of skills appropriate to the Stream.

Such functional areas include agency administration, human resource management, finance, customer service, development and implementation of policy, information and advisory services.

##### *5.4.2 Professional Stream*

The Professional Stream comprises a number of levels:

- (a) to which are attached a mandatory degree qualification or agreed equivalent as determined by the employer; and
- (b) the duties of which reflect:
  - (i) a combination of practitioner and/or specialist responsibilities; or
  - (ii) an identifiable specialisation/management in a profession.

##### *5.4.3 Technical Stream*

The Technical Stream comprises a number of levels:

- (a) to which are attached a mandatory Diploma, Advanced Diploma or agreed equivalent as determined by the employer; and
- (b) the duties of which reflect:
  - (i) a combination of practitioner and/or specialist responsibilities providing direct assistance to, but on occasion acting in isolation from, other offices; and/or
  - (ii) supervision of offices in other Streams.

##### *5.4.4 Operational Stream*

The Operational Stream comprises a number of levels where the duties apply to various functional areas and where employees are required to possess a range of skills appropriate to the stream.

#### **5.5 Stream allocation**

Employees will be allocated to the stream in which their duties predominantly fall and where mandatory requirements specified for positions in other streams are not essential for effective performance.

#### **5.6 Work allocation**

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

#### **5.7 Qualifications**

An employee appointed to the Administrative Stream who has satisfied examined requirements for a degree or other post-secondary qualification acceptable to the employer must be paid not less than Classification Level 2, paypoint (7).

#### **5.8 Movement between classification levels**

5.8.1 Movement between Classification Levels will be based on appointment on merit to advertised vacancies. An employee promoted to a position at a higher Classification Level within the same stream will be appointed to paypoint (1) of that higher Classification Level.

Exceptions to this provision are that:

- (a) employees are entitled to progress between Levels 1 and 2 of the Administrative Stream where annual increments will continue to apply in accordance with the relevant provisions of clause 5.9;
- (b) employees upon attaining the age of 21 years are entitled to payment at the specific age 21 salary as indicated within the various streams;
- (c) employees appointed to Level 1 of the Professional and Technical Streams and who have obtained the prerequisite qualifications, are entitled to be appointed to the minimum rate prescribed in Level 2 of such streams;
- (d) positions at Level 3 within the Professional and Technical Streams will be created by the employer as necessary upon the value of the work undertaken;
- (e) movement of employees from Level 2 to Level 3 within the Professional and Technical Streams is subject to:
  - (i) the employee concerned having served at least 12 months on the maximum salary prescribed for a Level 2 employee;
  - (ii) a recommendation from a Selection Panel that the applicant is worthy of promotion. The merit of the applicant is to be evaluated in relation to the prescribed criteria through:
    - an assessment of a written application from the applicant; and
    - an interview of the applicant; and
    - a certificate from the manager of the division or branch in which the employee is working or a senior employee knowledgeable in the employee's capabilities, that the employee is worthy of promotion based on assessment of the employee addressing the prescribed criteria;

#### 5.8.2 *Prescribed criteria for movement - professional stream*

- (a) Applicants for movement within the Professional Stream from Level 2 to Level 3 must be assessed by the Selection Panel on the following criteria:
  - (i) demonstrated professional expertise in one or more areas of a discipline as shown by:
    - detailed knowledge of standard professional tasks;
    - examples of modifications to standard procedures and practices and contributions to the development of new techniques and methodologies; and/or
    - professional contribution relevant to the discipline at a local level;
  - (ii) possession of postgraduate qualifications or postgraduate developmental experience through attendance at specialist seminars or in-service presentations relevant to the discipline;
  - (iii) evidence of recognition by peers, industry or other client groups as shown by one or more of the following (the activities used as evidence will vary with the discipline of the applicant):
    - original in-service presentations;
    - published papers;
    - active involvement in conferences and seminars;
    - consultancies;
    - recognition as a resource person who collects, collates and imparts knowledge in a particular area;
    - preparation of significant internal reports;
  - (iv) demonstrated levels of performance and innovation through:
    - a history of satisfactory performance;
    - demonstrated high levels of efficiency and effectiveness;
    - demonstrated high level of responsibility and initiative.

#### 5.8.3 *Prescribed criteria for movement - technical stream*

- (a) Applicants for movement within the Technical Stream from Level 2 to Level 3 must be assessed by the Selection Panel on the following criteria:
  - (i) demonstrated technical expertise in one or more areas of a discipline as shown by:

- detailed technical knowledge and experience;
  - high levels of accuracy and precision in undertaking procedures;
  - technical contribution at a local level;
- (ii) possession of higher technical qualifications or developmental experience through attendance at specialist seminars or in-service presentation relevant to the discipline;
- (iii) evidence of recognition by peers, industry or other client groups as shown by one or more of the following (the activities used as evidence will vary with the discipline of the applicant):
- original in-service presentations;
  - published papers;
  - active involvement in conferences and seminars;
  - recognition as a resource person who collects, collates and imparts technical knowledge in a particular area;
  - preparation of significant internal reports;
- (iv) demonstrated levels of performance and innovation through:
- a history of satisfactory performance;
  - demonstrated high levels of efficiency and effectiveness;
  - demonstrated high level of responsibility and initiative.

## **5.9 Movement within classification levels**

5.9.1 An employee is entitled to be paid an increase in salary from one increment paypoint to the next higher increment paypoint within the same Classification Level provided that:

- (a) the employee has received salary at the lower increment paypoint for a period of 12 calendar months; and
- (b) in the case of employees in Levels 1 and 2 of the Administrative, Professional and Technical Streams and Levels 1,2 and 3 of the Operational Stream, the conduct, diligence and general efficiency of such employee has been certified by the employer to have been and to be satisfactory; or
- (c) in the case of employees in all other Classification Levels, performance objectives have been achieved as certified by the employer.

5.9.2 Exceptions to the above provision must be made in the case of:

- (a) an employee who is paid the prescribed basic salary on attaining the age of 21 years (as provided by clause 5.8.1); and
- (b) a promotion, or transfer and promotion from one Classification Level to another (as provided by clause 5.8.1).

## **5.10 Higher duties allowance**

5.10.1 Eligible employees are entitled to be paid additional remuneration (higher duties allowance) when required to temporarily perform the duties of a position at a higher Classification Level.

5.10.2 Where an employee performs 100% of the full duties and responsibilities of a higher position, the employee must perform such higher duties for more than 3 days before becoming eligible for payment of higher duties allowance.

5.10.3 Where an employee performs less than 100% of the full duties and responsibilities of a higher position, the employee must perform such higher duties for 3 weeks before becoming eligible for payment of higher duties allowance.

5.10.4 Provisions relating to such additional remuneration will be determined by the employer in consultation with employees and issued as Administrative Policy.

5.10.5 The provisions will be based on relevant Directive(s) issued by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

## **5.11 Locality allowance**

5.11.1 Employees who are appointed to work at nominated localities are entitled to the payment of a Locality Allowance. Provisions relating to these localities and allowances will be determined by the employer in consultation with employees and issued as Administrative Policy.

5.11.2 The provisions will be based on relevant Directive(s) issued by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

#### **5.12 Allowance - senior building inspector and building inspector**

5.12.1 Employees engaged as Senior Building Inspector or Building Inspector and performing formal building inspection functions are entitled to be paid an additional allowance of 10 per cent of salary where the following provisions apply:

- (a) the employee attends to the needs of people in the building industry or their clients by answering telephone enquiries or attending to other incidental matters outside of ordinary working hours; and provided
- (b) the employee had been previously authorised in writing by the employer to attend to such needs.

5.12.2 This allowance is payable on a fortnightly basis and is not considered to be part of ordinary salary.

#### **5.13 On call allowance**

When required by the employer to be on call outside ordinary working hours, eligible employees are entitled to be paid an on call allowance. Provisions relating to payment of the allowance are outlined at Schedule B.

#### **5.14 First aid allowance**

An employee is entitled to be paid an allowance at the rate of \$2.71 per working day in circumstances where the employee:

- (a) holds a current first aid certificate issued by the Queensland Ambulance, Fire Brigade, St John's Ambulance Brigade or an equivalent qualification; and
- (b) is appointed in writing by the employer to perform first aid duties.

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

#### **6.1 Hours of work**

6.1.1 The ordinary hours of duty for employees (other than casual and part-time employees) are 145 over a 28 day cycle worked on Monday to Friday inclusive. Ordinary hours of duty are exclusive of meal times.

6.1.2 An exception to clause 6.1.1 is that ordinary hours of duty may be worked on not more than 5 days per week Monday to Sunday provided there is agreement in writing between the employer and the majority of employees concerned.

#### **6.2 Ordinary spread of hours**

6.2.1 The ordinary spread of hours during which employees are expected to work the above hours is between 7 a.m. and 6.30 p.m. on the ordinary working days as determined.

6.2.2 An exception to clause 6.2.1 is that the ordinary spread of hours may be amended provided there is agreement in writing between the employer and the majority of employees concerned.

#### **6.3 Rest days**

Employees are entitled to 2 whole consecutive days off in each week.

#### **6.4 Meal breaks**

6.4.1 Employees will be allowed not less than 30 minutes for a meal break between the fourth and the sixth hours of duty.

6.4.2 Employees required to work for more than one hour after 5.00 p.m. will be entitled to a meal allowance at the amount of \$10.00. An exception to this provision is that a meal of reasonable quality and adequate quantity may be supplied in lieu of this allowance.

#### **6.5 Rest pauses**

Where practicable, employees are entitled to a pause(s) totalling 20 minutes per day to be taken at time(s) to suit operational requirements as determined by the employer.

## **6.6 Overtime**

- 6.6.1 Overtime is time authorised by the employer and worked outside the ordinary spread of hours or in excess of the ordinary hours of duty.
- 6.6.2 Overtime will be paid at the rate of time and a-half for the first 3 hours and double time thereafter. An exception is that all overtime worked on a Sunday will be paid at double time.
- 6.6.3 A minimum payment of 2 hours work applies to all overtime worked on a Saturday or a Sunday.
- 6.6.4 Employees are required to work overtime whenever considered necessary by the employer. Where practicable, 24 hours' notice will be given to an employee required to work overtime.
- 6.6.5 Employees recalled to perform duty after completing ordinary duty must be paid at overtime rates with a minimum of 2 hours. An exception to this provision is that such minimum payment does not apply where the overtime is performed immediately preceding and is continuous with, ordinary hours of duty.
- 6.6.6 Overtime worked must be calculated to the nearest quarter of an hour of time.
- 6.6.7 Employees temporarily filling and discharging the duties of a position at a higher Classification Level on overtime will be paid overtime at the rate applicable to the employee while temporarily filling that higher position.
- 6.6.8 Time off in lieu (TOIL) will apply as an alternative to payment for authorised overtime. TOIL will apply by agreement between the employer and the employee.
- 6.6.9 Employees paid remuneration above Classification Level AO5 paypoint (4) as prescribed by this Award are not entitled to payment for authorised overtime worked but will be compensated for time worked outside normal hours of duty by the granting of equivalent time off in lieu (TOIL).

## **6.7 Extra payment for week-end work**

All time worked as directed but not being overtime:

- (a) between midnight on Friday and midnight on Saturday, must be paid for at 1.5 times the ordinary rate; and
- (b) between midnight Saturday and midnight Sunday, must be paid for at 2 times the ordinary rate.

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

### **7.1 Annual leave**

- 7.1.1 Employees (except casual employees) are entitled to accrue annual leave on the basis of 4 weeks per completed year of service.
- 7.1.2 An exception to this provision is that employees headquartered in Cairns, Mackay and Townsville are entitled to accrue annual leave on the basis of 5 weeks per completed year of service.
- 7.1.3 Provisions relating to the accrual and granting of annual leave will be determined by the employer in consultation with employees and issued as Administrative Policy.
- 7.1.4 The provisions will be based on relevant Directive(s) issued by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

### **7.2 Loading on annual leave**

A loading of 17.5% of ordinary salary will be paid to employees on annual leave. Such payment will not apply to any period or periods of annual leave in excess of:

- (a) 5 weeks per annum in the case of employees employed on continuous shift work; or
- (b) 4 weeks per annum in any other case.



"Continuous shift work" is defined as work done by employees where the hours of work are regularly rotated in accordance with a shift roster covering a 24 hour per day operation over a 7 day week.

### **7.3 Long service leave**

- 7.3.1 Employees (except casual 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. A proportionate amount will apply to an incomplete year of service.
- 7.3.2 After 7 years' continuous service, employees (except casual employees) are entitled to a proportionate payment (calculated on a *pro rata* basis for 7 years' continuous service) in specified circumstances relating to the termination of employment and parental leave.
- 7.3.3 Provisions relating to the accrual and granting of leave will be determined by the employer in consultation with employees and issued as Administrative Policy.
- 7.3.4 The provisions will be based on relevant Directive(s) issued by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.
- 7.3.5 Casual employees are entitled to long service leave on full pay as provided in Chapter 2, Part 3, Division 3 of the Act as amended.

### **7.4 Sick leave**

- 7.4.1 Employees (except casual employees) are eligible to be granted sick leave (leave of absence on account of illness) on full salary. Sick leave will accumulate at the rate of 10 working days for each completed year of service. A proportionate amount will accrue for an incomplete year of service.
- 7.4.2 Sick leave on full salary may be granted by the employer:
- (a) for part of a day;
  - (b) provided the employee promptly notifies the employer of the employee's absence and of its expected duration; and
  - (c) an application for sick leave of more than 3 days' duration is supported by a medical certificate or any other evidence that is acceptable to the employer.
- 7.4.3 Provisions relating to the accrual and granting of leave will be determined by the employer in consultation with employees and issued as Administrative Policy.
- 7.4.4 Provisions of sick leave will be based on relevant Directive(s) issued by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

### **7.5 Family leave**

- 7.5.1 The provisions of the Family Leave Award - Queensland Public Sector apply to employees (except casual employees)
- 7.5.2 Long term casual employees are eligible to be granted maternity leave in accordance with the provisions of section 16 of the Act as amended.
- 7.5.3 Family leave provisions include:
- (a) Parental leave (for maternity, paternity and adoption purposes);
  - (b) Part-time work;
  - (c) Special responsibility leave (access to sick leave); and
  - (d) Carers leave.
- 7.5.4 Provisions relating to the granting of leave will be determined by the employer in consultation with employees and issued as Administrative Policy.
- 7.5.5 The provisions will be based on relevant Directive(s) issued by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

## **7.6 Bereavement leave**

7.6.1 Employees (except casual employees) may be granted bereavement leave on full salary on the death of a member of an employee's immediate family or household. "Immediate family" includes:

- (a) The employee's spouse;
- (b) A child, ex-nuptial child, step-child, adopted-child, ex-foster child of the employee;
- (c) Parent, grandparent, grandchild, sister or brother of the employee and of the employee's spouse; and
- (d) Step-father, step-mother, half-brother, half-sister, step-brother and step-sister of the employee.

7.6.2 "Spouse" of an employee includes:

- (a) A former spouse; and
- (b) A *defacto* spouse, including a spouse of the same sex as the employee.

7.6.3 Provisions relating to the granting of leave will be determined by the employer in consultation with employees and issued as Administrative Policy.

7.6.4 The provisions will be based on relevant Directive(s) issued by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

## **7.7 Industrial relations education leave**

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

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

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

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

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

## **7.8 Public holidays**

7.8.1 All work done by an employee on the following public holidays or any day appointed under the *Holidays Act 1983*, to be kept in place of any of the listed holidays, will be paid for at the rate of 2 and a-half times the employee's ordinary rate, with a minimum payment of 4 hours:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day; or
- Boxing Day.

7.8.2 In clause 7.8, reference to the rate of payment as "2 and a-half times" means one and one-half day's salary in addition to the prescribed daily rate, or *pro rata* if there is more or less than a day.

### 7.8.3 Labour Day

All employees (except casual employees) covered by this Award will be entitled to be paid a full day's salary for Labour Day (the first Monday in May, or other day appointed under the *Holidays Act 1983* to be kept in place of that holiday), irrespective of the fact that no work may be performed on that day.

Where an employee actually works on Labour Day, the employee will be paid in addition, a payment for the time actually worked between the ordinary spread of hours at one and a-half times the ordinary rate prescribed for the work with a minimum payment of 4 hours.

If an employee is subsequently required to work on the day substituted for Labour Day, the employee will be paid the rate applicable for Labour Day.

### 7.8.4 Annual show

Compensation must be paid for all work performed by employees in a district specified from time to time by the Minister by notification published in the *Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town.

The compensation will be paid for at double time and a-half the employee's prescribed daily rate of pay. A minimum payment of 4 hours will apply.

No employee will be entitled to receive payment in accordance with clause 7.8.4 for work performed on such a day on more than one occasion in each calendar year.

7.8.5 Employees who work as specified in clauses 7.8.1, 7.8.3 or 7.8.4 may by mutual agreement, be compensated for such work by:

- (a) time off in lieu (TOIL) at single time with a minimum of 4 hours; plus
- (b) payment at half the ordinary rate of pay with a minimum of 4 hours:

Provided that employees will be required to take accrued TOIL within 12 months of the day on which the work was performed. Accrued TOIL is forfeited if it is not taken within this period:

Further provided that all time worked on any public holiday outside the ordinary spread of hours on an ordinary day will be paid at the ordinary rate of pay with a minimum of 4 hours in lieu of the rate at clause 7.8.5(b).

## 7.9 Jury service

- (a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.
- (b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.
- (c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- (d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
- (e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

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

### 8.1 Transfer and travelling expenses

8.1.1 Provisions will be determined by the employer in consultation with employees and issued as Administrative Policy.

8.1.2 The provisions will be based on the following relevant Directive(s) issued by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*:

- Transfer and Appointment Expenses; and
- Travelling and Relieving Expenses.

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

### **9.1 Training, learning and development**

9.1.1 The parties to this Award recognise that in order to increase efficiency and productivity a greater commitment to learning and development is required.

9.1.2 Accordingly, the parties commit themselves to developing a more highly skilled and flexible workforce and providing employees with career opportunities through appropriate training to acquire additional skills and knowledge for performance of their duties.

9.1.3 A consultative mechanism and procedures involving representatives of management, employees and public sector unions will be established as determined by the chief executive having regard to the size, structure and needs of the employer.

9.1.4 Following consultation the chief executive will develop a learning and development strategy consistent with:

- (a) the current and future needs of the Authority;
- (b) the size, structure and nature of the operations of the Authority; and
- (c) the need to develop vocational skills relevant to the Authority through courses conducted wherever possible by accredited educational institutions and providers.

9.1.5 Learning and development may be both on-the-job or off-the-job and either internal or external to the Authority.

9.1.6 Learning and development provided should assist employees in obtaining knowledge and skills recognised by the Australian National Training Authority (ANTA).

9.1.7 All such learning and development should be directed at enabling employees to enhance skills relevant to duties to be performed. Employees will be expected to attend scheduled learning and development activities.

9.1.8 Clause 9.1 will operate as an interim provision and be subject to review after 12 months operation.

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

### **10.1 Health and safety**

10.1.1 The parties to this Award are committed to promoting and securing the health and safety of employees.

10.1.2 The relevant safety measures contained in the following instruments as amended from time to time, will be applied:

- the *Workplace Health and Safety Act 1995*;
- *Workplace Health and Safety Regulations 1997*; and
- relevant Codes of Practice.

## **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 that Act as amended from time to time.

### **11.1 Right of entry**

#### 11.1.1 *Authorised industrial officer*

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

#### 11.1.2 *Entry procedure*

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

#### 11.1.3 *Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
  - (i) is ineligible to become a member of the Union; or
  - (ii) has made a written request to the employer that they do not want their record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

#### 11.1.4 *Discussions with employees*

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

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

#### 11.1.5 *Conduct*

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

### **11.2 Time and wages record**

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

- (a) the employee's award classification;
- (b) the employer's full name;
- (c) the name of the award under which the employee is working;

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.2.5 Consistent with Ministerial Directive *12/01 Attendance - Recording, Reporting and Public Holidays*, the General Manager may specifically exempt those employees who have been, or who are a class of office from a system for recording starting and finishing times, meal breaks and absences from duty.

### **11.3 Availability of Award**

A copy of this Award will be included on the QBSA Intranet for easy access by employees.

### **11.4 Union encouragement**

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

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

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

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

11.4.5 Where requested by Unions party to this Award the employer will provide payroll deduction facilities for Union subscriptions.

### **11.5 Union delegates**

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

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

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

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

## **SCHEDULE A - SALARY RATES**

### **Queensland Building Services Authority - Employees' Award - State**

#### *Administrative Stream*

Classification Level	Per Fortnight \$
L8(4)	2,659.40
(3)	2,619.30
(2)	2,579.20
(1)	2,539.00
L7(4)	2,471.70
(3)	2,426.30
(2)	2,380.80
(1)	2,335.30
L6(4)	2,252.50
(3)	2,213.20
(2)	2,173.90
(1)	2,134.50
L5(4)	2,045.50
(3)	2,003.00
(2)	1,960.50
(1)	1,917.90
L4(4)	1,842.70
(3)	1,804.50
(2)	1,762.30
(1)	1,724.20
L3(4)	1,652.30
(3)	1,611.10
(2)	1,569.80
(1)	1,528.60
L2(8)	1,458.70
(7)	1,428.80
(6)	1,403.10
(5)	1,373.40
(4)	1,343.60
(3)	1,309.90
(2)	1,280.20
(1)Age 21	1,250.50
L1(3)	902.40
(2)	845.50
(1)	788.50

#### *Professional Stream*

L6(4)	2,659.40
(3)	2,619.30
(2)	2,579.20
(1)	2,539.00

L5(4)	2,471.70
(3)	2,426.30
(2)	2,380.80
(1)	2,335.30
L4(4)	2,252.50
(3)	2,209.30
(2)	2,166.20
(1)	2,123.00
L3(4)	2,021.30
(3)	1,977.10
(2)	1,932.90
(1)	1,888.70
L2(6)	1,819.40
(5)	1,763.70
(4)	1,707.60
(3)	1,647.50
(2)	1,587.50
(1)	1,527.40
L1(7)	1,445.30
(6)	1,400.60
(5)	1,351.90
(4)Age 21	1,299.20
(3)	990.60
(2)	900.70
(1)	810.80

*Technical Stream*

L6(3)	2,335.30
(2)	2,291.80
(1)	2,244.30
L5(4)	2,187.70
(3)	2,140.30
(2)	2,092.90
(1)	2,045.50
L4(3)	1,981.50
(2)	1,935.20
(1)	1,888.70
L3(4)	1,819.40
(3)	1,789.10
(2)	1,754.70
(1)	1,724.20
L2(6)	1,652.30
(5)	1,614.50
(4)	1,574.70
(3)	1,538.90
(2)	1,501.10
(1)	1,463.20
L1(7)	1,445.30
(6)	1,400.60
(5)	1,351.90
(4)Age 21	1,299.20
(3)	990.60
(2)	900.70
(1)	810.80

*Operational Services Stream*

L7(3)	1,981.50
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(2)	1,945.60
(1)	1,909.70
L6(3)	1,842.70
(2)	1,811.40
(1)	1,776.20
L5(4)	1,724.20
(3)	1,685.80
(2)	1,647.20
(1)	1,608.70
L4(4)	1,579.10
(3)	1,545.80
(2)	1,512.30
(1)	1,478.90
L3(4)	1,434.30
(3)	1,410.40
(2)	1,390.40
(1)	1,366.40
L2(4)	1,348.10
(3)	1,313.00
(2)	1,281.70
(1) Age 21	1,250.50
L1(6)	1,013.50
(5)	946.30
(4)	879.40
(3)	812.60
(2)	745.80
(1)	679.00

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

#### **SCHEDULE B - ON CALL ARRANGEMENTS**

1. Where an employee is instructed to be available on call outside ordinary or rostered working hours, such employee will be paid, in addition to their ordinary rate of pay an allowance based upon the hourly rate of the classification of Professional Officer Level 2, paypoint (1) in accordance with the following scale:
  - (a) Where the employee is on call throughout the whole of a rostered day off or a public holiday - 95% of the hourly rate in respect of such instances;
  - (b) Where an employee is on call during the night only of a rostered day off, an accrued day off or public holiday - 60% of the hourly rate per night; and
  - (c) Where an employee is on call on any other night - 47.5% of the hourly rate per night.

For the purpose of calculating the hourly rate, the divisor will be based upon a 38 hour week and calculated to the nearest 5c.

For the purpose of this provision, a "night" will be deemed to consist of those hours falling between 5.00pm and 8.00am or mainly between such hours.

2. Monday to Friday - in the event of an employee on call being recalled to perform duty, such employee will be paid for the time worked at the prescribed overtime rate, such time to be calculated as from home and back to home with a minimum payment of 2 hours.

3. Saturday, Sunday and public holidays - an employee performing overtime work on recall on Saturday, Sunday or a public holiday may be paid for such overtime at the appropriate overtime rate with a minimum of 2 hours inclusive of travelling time, in respect of overtime worked on a Saturday or Sunday and 4 hours in respect of overtime worked on a public holiday, or at the employee's option be granted time off at a mutually convenient time, equivalent to the number of hours worked. Such time to be calculated as from home and back to home:

Provided that an employee who works overtime on a public holiday and who is granted equivalent time off will be paid at half the ordinary rate for the time so worked with a minimum of 4 hours:

Provided further that accrued time off in lieu will be taken in periods mutually agreed between the employer and the employee.

4. In the event of an employee on call being requested by the employer to provide advice (without the need to return to the facility), the employee will be paid at the prescribed overtime rate for the actual time worked up to a maximum of 2 hours on any one day:

Provided that the employee will be responsible for the recording of such requests which will require subsequent verification by the employer.

5. Any overtime payable will be in addition to the on call allowance.
6. Where an employee is recalled to perform work during an off duty period such employee will be provided with transport to and from the employee's home, or be refunded the cost of such transport.
7. Where practicable the employer will not require an employee to be continuously available on call for a period in excess of 6 weeks.

Dated 18 December 2002.

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

Operative Date: 6 January 2003