

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**QUEENSLAND COMMUNITY SERVICES AND CRISIS ASSISTANCE AWARD - STATE 2008**

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Queensland Community Services and Crisis Assistance Award - State 2008 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 Community Services and Crisis Assistance Award - State 2008 as at 1 September 2010.

Dated 1 November 2010.

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

**QUEENSLAND COMMUNITY SERVICES AND CRISIS ASSISTANCE AWARD - STATE 2008**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Queensland Community Services and Crisis Assistance Award - State 2008

**1.2 Arrangement**

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### 1.3 Date of operation

This Award takes effect from 3 November 2008.

### 1.4 Award coverage

1.4.1 This Award applies to the Queensland Services, Industrial Union of Employees and persons who are eligible to join the above Union and:

- (a) Employees who are employed in the Social and Community Services as defined in Schedule 1 of this Award; and
- (b) Employees who are employed by a service of which the predominant function is the provision of crisis support accommodation and/or related support services as defined in Schedule 2 of this Award.

1.4.2 Provided that this Award shall not apply to employers and employees who are engaged in:

- (a) A service, the predominant function of which is the provision of community based labour market assistance programs;
- (b) A service, the predominant function of which is the provision of family day care and childcare services including kindergartens, outside school hours care including those conducted by Parents and Citizens Associations, Parents and Friends Associations and the Independent Parents and Friends Associations;
- (c) Foster carers who receive an allowance to care for foster children;
- (d) In facilities or homes established to provide nursing and or "personal care" for aged persons, provided this exception shall not apply to persons primarily engaged in social and community services work as defined herein; and
- (e) A person who is in a Holy Order or is a member of a Religious Institute unless it is so stated in a written contract of employment between the person and the employer.

### 1.4.3 *Employees exempted*

This Award shall not apply to employees covered by the Queensland Public Services Award - State 2003, or the Disability Support Workers Award - State 2003 or those employees whose predominant function is to perform:

- (a) Clerical and Administrative work covered by the Clerical Employees Award - State 2002.
- (b) Primary care, or work of a domestic, manual or personal care nature including that provided in a residential setting *which includes the supervision of those staff*; and
- (c) A service, the predominant function of which is the provision of Family Day Care and Child Care Services including Kindergarten and After School Child Care.

1.4.4 Parts 1 - 11 of this Award provide for general conditions that apply to all employees, except where specifically stated otherwise.

Schedule 1 provides specific conditions for employees employed by social and community services organisations not engaged in Crisis Assistance and Supported Accommodation.

Schedule 2 provides specific conditions for organisations that are engaged in Crisis Assistance and Supported Accommodation.

Where a condition is contained in the general conditions Parts 1 - 11 of this Award and in a Schedule, the conditions in the Schedule will prevail.

### 1.5 Definitions

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

- 1.5.2 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.3 "On-Call" means a written instruction to an employee to remain at the employee's residence or otherwise to be immediately contactable by telephone or paging system outside the employee's normal hours of duty in case of a call out requiring an immediate return to duty.
- 1.5.4 "Standby" means a written instruction to an employee to remain at the employer's place of employment during any period outside the employee's normal hours of duty, and to perform certain designated tasks periodically or on an ad hoc basis.
- 1.5.5 "Union" means the Queensland Services, Industrial Union of Employees.

## **1.6 Area of operation**

This Award applies throughout the State of Queensland. For the purposes of this Award, the Divisions and Districts are as follows:

### *1.6.1 Divisions*

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

### *1.6.2 Districts*

- (a) Northern Division:

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

Western District - The remainder of the Northern Division.

- (b) Southern Division:

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

Western District - The remainder of the Southern Division.

## **1.7 Parties bound**

This Award is legally binding on the employees prescribed by Schedules 1 and 2 of the Award 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 an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

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

#### **3.1 Consultative mechanisms and procedures in the workplace**

- 3.1.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industries covered by this Award and to enhance the career opportunities and job security of employees in such industries.

#### **3.2 Grievance and dispute settling procedure**

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

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

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

### **4.1 Employment categories**

4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment. Employment categories are:

- (a) Full-time;
- (b) Part-time (as prescribed in clause 4.3);
- (c) Casual (as prescribed in clause 4.4); and
- (d) Fixed term (as prescribed in clause 4.5).

4.1.2 Upon engagement, an employer shall provide each new employee (except a casual employee) with a written contract of employment which specifies:

- (a) An outline of the main duties of the position;
- (b) The employee's regular hours of work and the employee's normal span of hours for ordinary duty;
- (c) The employee's classification and rate of pay pursuant to this Award;
- (d) The length of any probationary period which might apply and the final working date of the probation period; and
- (e) The nature and detail of engagement in accordance with clause 4.1.1.

4.1.3 An employer may initially engage a full-time or part-time employee for a period of probationary employment for the purpose of determining the employee's suitability for ongoing employment. The employee must be advised in advance that the employment is probationary and of the duration of the probation which can be up to but not exceed 3 months.

#### *4.1.4 Duties within skills, competency and training*

An employer may direct an employee to carry out such duties as are within the limit of the employee's skill, competence and training and the scope of the employee's award classification.

### **4.2 Full-time employment**

An employee not specifically engaged on a part-time or casual basis shall be a full-time employee.

### **4.3 Part-time employment**

4.3.1 A part-time employee means an employee other than a casual, who is engaged to work regularly for less than an average of 38 ordinary hours per week.

4.3.2 The ordinary hours for part-time employees shall be within the ordinary span of hours defined in clause 4.1 of Schedule 1 and clause 4.1 of Schedule 2 of this Award.

4.3.3 Part-time employees shall generally work the hours prescribed in their contracts of employment.

4.3.4 A part-time employee's hours of ordinary duty may be varied by mutual agreement between the employer and employee, up to a maximum of 38 hours per week, provided that the hours worked fall within the definition of ordinary hours defined in clause 4.1 of Schedule 1 and clause 4.1 of Schedule 2 of this Award.

4.3.5 Any additional hours temporarily worked by a part-time employee shall not affect his/her status as a part-time employee.

4.3.6 For ordinary working hours, a part-time employee shall receive, on a *pro rata* basis, equivalent pay and conditions to those of full-time employees in the same classification.

### **4.4 Casual employment**

- 4.4.1 A casual employee means an employee who is engaged and paid as such.
- 4.4.2 An employee engaged as a casual employee shall be engaged for a minimum period of 2 consecutive hours for each period of engagement.
- 4.4.3 The ordinary hours for a casual employee shall be within the ordinary span of hours specified in clause 6.1 of this Award. A casual employee shall be paid for such hours worked at the ordinary rate of pay plus a loading of 23%.

#### **4.5 Fixed term employment**

- 4.5.1 A fixed term employee may be engaged to work on either a full-time or part-time basis for the completion of a specified task(s) or project:
- (a) To relieve in a vacant position arising from an employee taking leave in accordance with this Award; or
  - (b) For the temporary provision of specialist skills that are not available within the organisation for a specified period of time; or
  - (c) To fill short-term vacancies during the recruitment and selection of a permanent employee.
- 4.5.2 When offering employment on a fixed term basis, the employer shall advise the employee in writing of the temporary nature of the employment, and the actual or expected duration of employment.
- 4.5.3 If a fixed term employee is subsequently appointed to a permanent position with the employer, any period of the fixed term contract completed immediately prior to the commencement of the permanent position shall be recognised as service with the employer for calculating leave, provided that the employee has not taken or received payment in lieu of leave.

#### **4.6 Higher duties**

Subject to the provisions of this Award, an employee who is required by the employer to perform duties in a higher classification under this Award for 3 consecutive working days or more shall be paid at a rate not less than the minimum rate prescribed for the higher classification for the period for which duties are performed.

#### **4.7 Anti-discrimination**

- 4.7.1 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.
- 4.7.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.2, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.7.3 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.
- 4.7.4 Nothing in clause 4.7 is to be taken to affect:
- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
  - (b) an employee, employer or registered organisation pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

#### **4.8 Termination of employment**

#### 4.8.1 *Statement of employment*

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

#### 4.8.2 *Termination by employer*

- (a) In order to terminate the employment of an employee the employer shall give to the employee at Levels 1 to 5 of Schedule 1 and Levels 1 to 3 of Schedule 2 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) For employees employed in Levels 6, 7 and 8 of Schedule 1 and Level 4 of Schedule 2 at least 4 weeks notice shall be given.
- (c) In addition to the notice in clause 4.8.2(a) and clause 4.8.2(b), employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, shall be entitled to an additional week's notice.

- 4.8.3 Payment in lieu of the prescribed notice in clause 4.8.2 must be made if the appropriate notice period is not required to be worked:

Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

- 4.8.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

- (a) the employee's ordinary hours of work (even if not standard hours);
- (b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
- (c) any other amounts payable under the employee's contract of employment.

- 4.8.5 The period of notice in clause 4.8 does not apply:

- (a) in the case of dismissal for serious misconduct;
- (b) to apprentices;
- (c) to employees engaged for a specific period of time or for a specific task or tasks in accordance with clause 4.5;
- (d) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
- (e) to casual employees.

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

- (a) The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.



- (b) If an employee fails to give the notice specified in clause 4.8.2 the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under clause 4.8.4.

## 4.9 Introduction of changes

### 4.9.1 *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" include 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 this Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

### 4.9.2 *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 way to avoid or minimise the effects of the changes (eg by finding *alternative* employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.9.1.
- (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.

## 4.10 Redundancy

### 4.10.1 *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 with the employees 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 definite decision which will invoke clause 4.10.1, and shall cover *inter alia*, 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 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.

### 4.10.2 *Definitions*

- (a) Business includes trade, process, business, or occupation and includes part of any such business.
- (b) Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

- (c) Small employer means an employer who employs fewer than 15 employees.
- (d) Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
- (e) Week's pay means the ordinary time rate of pay for the employee concerned:

Provided that such rate shall exclude:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

#### 4.10.3 *Transfer to lower paid duties*

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

The amounts must be worked out on the basis of:

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

#### 4.10.4 *Severance pay*

Severance pay - other than employees of a small employer

An employee, other than an employee of a small employer as defined in 4.10.2 whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

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

\* Week's pay is defined in 4.10.2.

- (b) Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.
- (c) Continuity of service shall be calculated in the manner prescribed by clause 4.11.

- (d) Application may be made for variation of the severance pay provided for in this clause in a particular redundancy situation in accordance with the *Redundancy Case Decision* [PR032004, 26 March 2004] and the *Redundancy Case Supplementary Decision* [PR062004, 8 June 2004].

#### 4.10.5 *Employee leaving during notice period*

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice set out in clause 4.8.2. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

#### 4.10.6 *Alternative employment*

- (a) An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.
- (b) This provision does not apply in circumstances involving transmission of business as set out in clause 4.10.8.

#### 4.10.7 *Job search entitlement*

- (a) During the period of notice of termination given by the employer in accordance with clause 4.8.2, an 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 they shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.10.8 *Transmission of business*

- (a) The provisions of clause 4.10 are not applicable where a business is before or after the date of this Award, transmitted from an employer (in clause 4.10.8 called the transmittor) to another employer (in clause 4.10.8 called the 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 4.10.8(a)(ii) if it is satisfied that this provision would operate unfairly in a particular case.
- (c) Where a business is transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
- (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
- (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (d) In clause 4.10.8, "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.

#### 4.10.9 *Employees exempted*

(a) Clause 4.10 shall not apply to:

- (i) employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- (ii) probationary employees;
- (iii) apprentices;
- (iv) trainees;
- (v) employees engaged for a specific period of time or for a specified task or tasks in accordance with clause 4.5; or
- (vi) casual employees.

#### 4.10.10 *Incapacity to pay*

The Commission may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for variation may be made by an employer or a group of employers.

#### 4.10.11 *Employers Exempted*

(a) Subject to an order of the Commission, in a particular redundancy case, clause 4.1 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.

### **4.11 Continuity of service - transfer of calling**

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

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

### **5.1 Classification structure**

Employees will be classified in accordance with the classification structures which are prescribed in the relevant Schedules.

### **5.2 Wage rates**

Employees will be paid in accordance with the wage structure that corresponds to the employee's relevant classification as set out in the Schedules to this Award.

### **5.3 Allowances**

#### *5.3.1 Travelling and motor vehicle allowance*

- (a) Should an employee be required to use their own vehicle on the employer's business, the employee is to receive a vehicle allowance at the following rate:
  - (i) Under 6 cylinder = 67.78 cents per kilometre
  - (ii) 6 cylinder and over = 80.65 cents per kilometre
- (b) 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 employer.

- (c) Where an employee is called out on duty at night or at other times than their normal hours, they shall be reimbursed their fares including taxi fares or, if using their own vehicles to travel between home and work, they shall receive a travelling allowance as set out in 5.3.1(a), subject to returning home prior to commencing work.

#### 5.3.2 *Travelling expenses*

An employee required to stay away from home overnight shall be reimbursed the cost of reasonable board, lodgings and meals. Reasonable proof of costs so incurred is to be provided by the employee to the employer.

#### 5.3.3 *Overtime meal allowances*

Employees shall receive a meal allowance of \$10.33 in the following circumstances:

- (a) Where the employee works overtime in excess of 2 hours on any of the days upon which ordinary hours are worked; or
- (b) Where the employee works 5 hours or more on a day which is not an ordinary working day.
- (c) A meal allowance will not be paid if the employer provides a reasonable meal.

#### 5.3.4 *Sleepovers*

- (a) Where an employee is required to sleep overnight on the employer's premises for a period not exceeding 8 hours an allowance of \$37.11 shall be paid in respect to each instance in addition to any other payments. An employee will be reimbursed for any expenses for board and lodgings in respect of each such instance.
- (b) An employee on sleepover shall be provided with, or paid for, at least 4 hours' work for each instance where the employee is required. Such work shall be performed immediately before or immediately after the sleepover period. The payment prescribed by clause 5.3.4(a) shall be in addition to the minimum payment prescribed by this clause.
- (c) In the event of the employee on sleepover being required to perform work during the sleepover period, the employee shall be paid for the time worked at the prescribed overtime rate with a minimum payment as for one hour worked. Where such work exceeds one hour, payment shall be made at the prescribed overtime rate for the duration of the work.
- (d) An alternative arrangement which is no less favourable than clause 5.3.4(c) may be entered into in writing between the employer and employee.

#### 5.3.5 *First aid allowance*

Where an employer appoints an employee to act as a workplace first aid person, and such employee has undertaken a first aid course and holds a current first aid certificate issued by the St John's Ambulance Association or Australian Red Cross Society or equivalent qualification, the employee shall be paid an allowance of \$9.90 per week.

#### 5.3.6 *On-call allowance*

An employee rostered to be on-call shall receive an additional amount for each 24 hour period or part thereof as follows:

- (a) \$17.83 when the on-call period is between rostered shifts of ordinary hours Monday to Friday inclusive;
- (b) \$26.70 when the on-call period is on a Saturday;
- (c) \$31.21 when the on-call period is on a Sunday, public holiday or a day when the employee is rostered off duty;
- (d) When an employee is required to be on-call and the means of contact is to be by telephone, the employer shall:
  - (i) Where the employee does not already have a telephone, reimburse the cost of such installation;
  - (ii) Where the employee pays or contributes towards the payment of the rental of such telephone, reimburse the employee one half of the rental costs.

- (e) An employee shall be reimbursed the cost of all telephone calls made on behalf of the employer as a result of out of hours contact.

#### 5.3.7 *District allowance*

Employees employed outside the Eastern District of the Southern Division shall be paid the following amounts in addition to the rates of wages prescribed in clause 5.2 for being employed within that District:

	Per week
	\$
Northern Division Eastern District	1.05
Northern Division, Western District	3.25
Mackay Division	0.90
Southern Division Western District	1.05

### 5.4 **Payment of wages**

- 5.4.1 All wages shall be paid weekly or fortnightly by cash, cheque or electronic transfer by agreement between the employer and employee.
- 5.4.2 Wages shall be paid during working hours on a week-day mutually agreed by the employer and employees, being not more than 5 days following the end of the pay period. The pay day, once agreed, may be changed by mutual agreement.
- 5.4.3 Upon termination of employment wages due to an employee, shall be paid on the date of such termination or forwarded by post on the next working day.

### 5.5 **Superannuation**

- 5.5.1 The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.
- (a) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
- (b) A person must not coerce someone else to make an agreement.
- (c) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (inspection of time and wage records) of the Act.
- (d) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure as contained in clause 3.2.

- 5.5.2 Approved funds for the purposes of this Award are:

Health Employees Superannuation Trust Australia (HESTA); and Sun Super.

#### 5.5.3 *Definitions*

- (a) Ordinary time earnings for the purposes of clause 5.5 includes:
- (i) Award classification rate;
  - (ii) Over-award payment;
  - (iii) Commissions;
  - (iv) Allowances (other than a reimbursement of expenses or expense allowance);
  - (v) Shift loadings;
  - (vi) Casual loading in respect of casual employees; and
  - (vii) Paid leave.

- (b) Ordinary time earnings does not include payment for overtime or other payment subject to certain exemptions within the legislation.
- (c) Approved Fund, for the purposes of this clause shall mean one of those listed in clause 5.5.2 that is approved in accordance with Commonwealth Operational Standards for Occupational Superannuation Funds.
- (d) Eligible Employee means any person employed under this Award on a full-time, part-time or casual basis who earns more than \$450 gross per month.

## **5.6 Salary Benefits**

Where mutually agreed between the employer and a full-time or part-time individual employee, an employer may introduce remuneration packaging in respect of salary as outlined in 5.2. The terms and conditions of such package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this Award.

## **5.7 Incremental progression**

5.7.1 An employee shall not move from one paypoint to the next paypoint within the classification level contained within Schedules 1 and 2 until:

- (a) Either
  - (i) In the case of a full-time employee, that employee has been paid at the same rate for 12 months; or
  - (ii) In the case of a part-time or casual employee, that employee has worked 800 ordinary hours and been paid for 12 months on that paypoint: and
- (b) The employee has given satisfactory service over the preceding 12 months; and
- (c) The employee has, on assessment, acquired and is required by the employer to utilise new and/or enhanced skills within the ambit of the level definition for their position or other skills where agreed at the staff development/performance review, and this has been certified in writing following, and as part of, the assessment process.

5.7.2 In cases where the review is delayed the anniversary date (for full-time employees) or the expiration of 800 ordinary hours and 12 months service (for part-time or casual employees), shall not be changed and the increase, if any, will be paid retrospectively to the anniversary date or the expiration of 800 ordinary hours.

5.7.3 Movement to a higher classification shall only occur by way of promotion or reclassification. An exception to this rule will occur when a degree qualified employee classified within level 3 (Schedule 1) and level 1 (Schedule 2) progress to level 4 (Schedule 1) and level 2 (Schedule 2) subject to the following:

- (a) An employee who possesses a relevant 3 year degree and has spent 2 years within level 3; or
- (b) An employee who possesses a relevant 4 year degree and has spent 12 months within level 3 and;
- (c) The employee meets the requirements of level 4 and the provisions of clause 5.7.

## **5.8 Staff development/performance review**

5.8.1 An annual staff development/performance review shall be conducted for all employees. The review shall be confidential, and, without limiting the scope, is intended to identify:

- (a) The new or enhanced skills required by the employer, if any, together with proposed competency levels required where appropriate;
- (b) Any development and expansion anticipated by the employer for the employee in their position both in the short term and the longer term;
- (c) Current training needs to be undertaken to meet organisation objectives in both the short and long term to enable an employee to meet the standards of their existing position;
- (d) The performance objectives required;

(e) Current performance.

5.8.2 An employee who has been absent in excess of 3 months in aggregate shall have the review delayed by the period of absence.

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

### **6.1 Hours of work**

See relevant schedule for hours of work.

### **6.2 Method of working the 38 hour week**

6.2.1 The 38 hour week shall be implemented on one of the following basis, most suitable to the particular business, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:

(a) By employees working less than 8 ordinary hours each day; or

(b) By employees working less than 8 ordinary hours one or more days during each work cycle; or

(c) By fixing one or more work days on which all employees will be off during a particular work cycle; or

(d) By rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.

6.2.2 Notwithstanding any other provision in clause 6.2, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrued rostered days off shall not be unreasonably withheld by either party.

6.2.3 Where a rostered day off falls on a public holiday, another day shall be agreed on to be taken in lieu.

### **6.3 Roster posting**

6.3.1 The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. Where reasonably practicable, such roster shall be displayed for 2 weeks, but in any case at least one week prior to the commencing date of the first working period in any roster:

Provided clause 6.3 shall not make it obligatory for the employer to display a roster of ordinary hours of work of members of the relieving staff or casuals.

Provided further that a roster may be altered at any time to enable the services of the employer to be carried on where another employee is absent from duty on account of illness or in emergency, but where any such alteration involves an employee working on a day which would have been their rostered day off, such time workers shall be compensated in accordance with overtime provisions.

### **6.4 Meal breaks**

6.4.1 Between the fourth and sixth hour from commencement of duty an employee shall take an unpaid meal break of a minimum of 30 minutes and a maximum of one hour:

Provided that an employee may elect to take a meal break at another time. Where the employee elects to do so then all hours after the designated meal period will be paid at ordinary rates.

6.4.2 Where an employee is required to work during an unpaid meal break and continuously thereafter, they shall be paid at the rate of time and a-half until released from duty for a meal break.

6.4.3 Despite clause 6.4.2, where an employee is required by the employer to have a meal with a client or clients as part of the normal work routine or client program, they will be paid for the duration of the meal period at the ordinary rate of pay.

6.4.4 By agreement, a part-time employee may forego their unpaid meal break provided that they must take an unpaid meal break on any day in which they work more than 6 hours continuously.



## 6.5 Rest pauses

- 6.5.1 Every employee is entitled to a paid rest pause of 10 minutes' duration in the employer's time in the first and second half of the working day. Such rest pauses must be taken at such times as will not interfere with the continuity of work where continuity is necessary.
- 6.5.2 Where there is agreement between the employer 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. The meal break should be arranged in such a way that the ordinary working day is broken up into 3 approximately equal working periods.
- 6.5.3 Consent to combine the rest pauses must not be unreasonably withheld by either party.
- 6.5.4 A casual employee who works a minimum of 4 consecutive ordinary hours but less than 8 consecutive ordinary hours on any one day shall receive a rest pause of 10 minutes' duration in the first or second half of the day.

## 6.6 Overtime

### 6.6.1 *Payment for overtime*

(a) A full-time employee shall be paid overtime where the employee works more than 152 hours in any 28 day period or where the employee works more than 10 hours in any one day or where the employee works outside of the spread of ordinary hours on week-ends in accordance with the relevant schedule.

(b) A part-time employee shall be paid overtime where they work in excess of their prescribed hours of duty:

Provided that overtime shall not be paid where the employer and employee have agreed to a temporary variation of working hours under the arrangements specified in clause 4.3.2 in which case overtime shall apply for work in excess of the mutually agreed varied working hours. A part-time employee shall be paid overtime if they work in excess of 38 hours in any one week or greater than 10 hours in any one day.

(c) Casual employees shall be paid overtime where they work outside of the ordinary spread of hours specified in the relevant schedule and/or where they work more than 38 hours in any week or where the employees work more than 10 hours in any day.

6.6.2 All time worked in excess of the ordinary working hours shall be deemed to be overtime and, except in the case of shift workers, shall be paid for at the rate of time and a half for the first 3 hours and double time thereafter. Clause 6.6.2 shall not apply to employees classified in accordance with Schedule 2.

6.6.3 If employees are required to work overtime commencing on Sunday they shall be paid at double time.

6.6.4 Employees required to work overtime on Saturday or Sunday shall be paid a minimum payment of 2 hours at such overtime rate:

Provided that such minimum payment shall not apply where the overtime immediately precedes or follows ordinary hours.

6.6.5 All overtime worked by shift workers shall be paid at the rate of double-time.

6.6.6 In consultation with the employees, each employer shall establish a procedure for approval of overtime.

6.6.7 Overtime shall only be worked with the prior approval of the employer provided that the above procedure may allow for employees to work overtime without specific prior approval in defined emergency situations.

### 6.6.8 *Time off in lieu of overtime*

(a) Subject to other provisions of this Award, time off may be granted in lieu of payment by mutual agreement between the employee and employer.

(b) Time off in lieu of overtime shall be calculated on a time for time basis.

(c) Subject to clause 6.6.8(d) time off in lieu accrued shall be taken as soon as practicable after it has accrued. If accumulated time in lieu has not been taken within 2 pay periods, the employer will notify the employee, and if there is no agreement in accordance with clause 6.6.8(e), the employer will pay the employee for the accrued time at the appropriate overtime rates in the next pay period.

- (d) By mutual agreement, an employee may accumulate up to one week's ordinary hours time in lieu calculated on a time for time basis.
- (e) By mutual agreement, where an employee has accumulated time in lieu in accordance with clause 6.6.8(d), the employee may take the time off in lieu in conjunction with annual leave. In such cases, the time off in lieu shall not attract annual leave loading.

6.6.9 When overtime is worked it shall, wherever reasonably practicable, be arranged so that employees have at least 10 consecutive hours off duty between the work of successive shifts.

## **6.7 Fatigue breaks**

6.7.1 An employee who works so much overtime between the termination of that employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times shall, subject to clause 6.7, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

6.7.2 If on the instructions of the employer an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double rates until released from duty for such period. The employee shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

6.7.3 Clauses 6.7.1 and 6.7.2 apply in the case of a shift worker who rotates from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:

- (a) for the purpose of changing shift rosters; or
- (b) where a shift worker does not report for duty; or
- (c) where a shift is worked by arrangement between the employees themselves.

## **6.8 Shift work**

6.8.1 Continuous shift work for the purposes of clause 6.8 means work done by an employee where the hours of work are regularly rotated through day, afternoon and night shifts covering a 24 hour per day operation over 7 days of the week and 52 weeks of the year.

- (a) The ordinary working hours of continuous shift workers and shift workers whose work is connected with or incidental to any continuous process shall not exceed an average of 38 hours per week, in a work cycle.
- (b) Not more than 10 hours shall be worked on any one shift at ordinary rates except where there is agreement as outlined in clause 6.8.2. Subject to the requirements of clause 6.8.2(a), the method of working a shift by shift workers shall be as mutually agreed between the employer and the employees.
- (c) The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees at least 7 days before the commencement of the day on which the roster commences:

Provided however that a roster may be altered at any time to enable the service of the organisation to be carried on in an emergency or when another employee is absent from duty.

6.8.2 A shift shall consist of not more than 10 hours inclusive of meal time:

- (a) Provided that by agreement between an employer and the majority of employees in the plant or work section or section concerned, ordinary hours not exceeding 12 hours on any day may be worked subject to:
  - (i) The employer and the employee concerned being guided by the occupational health and safety provisions of the ACTU "Code of Conduct on 12 Hour Shifts";
  - (ii) Proper health monitoring procedures being introduced;
  - (iii) Suitable roster arrangements being made; and
  - (iv) Proper supervision being provided.

### 6.8.3 *Shift breaks*

Shift workers shall be allowed 30 minutes for a shift break during each full shift, to be taken by the employee at such time and in such manner as will not interfere with the continuity of work where continuity is necessary. No deduction shall be made from the wages of an employee for a meal break.

6.8.4 If a holiday mentioned in clause 7.8 falls on a day on which a shift worker is rostered off, an extra day shall be added to annual leave.

6.8.5 An employee shall wherever practicable, have at least 10 hours free from duty between the completion of one rostered shift and the commencement of the next rostered shift. If on the instructions of the employer, such an employee resumes or continues work without having had such 10 consecutive hours off duty, double rates shall be paid until such period off duty is provided without loss of ordinary pay for such time off. Except in an emergency, an employee changing from night to day duty or vice versa shall be free from duty for a minimum of 12 hours immediately preceding commencement.

Clause 6.8.5 shall not apply where an employee resumes or continues work as agreed between the employee and the employer or between the employee and another employee.

### 6.8.6 *Recall to work*

(a) An employee who is recalled to work overtime after leaving the place of employment, shall be paid for a minimum of 2 hours' work at the appropriate rate for such time recalled, or be granted equivalent time in lieu in accordance with clause 6.6.8.

(b) An employee recalled shall not be required to work the full 2 hours if the work to be performed is completed in a shorter period.

(c) Except as provided for in clause 6.8.6(d), where an employee is recalled for duty on their rostered day off, they shall be paid in accordance with the provisions of clause 6.8.6 and shall be entitled to substitute another day for the rostered day off.

(d) Where a part-time or full-time employee has been given reasonable notice that they will be required to work on their rostered day off due to an emergency, the employee shall be paid at ordinary time for that day and a substitute day off shall be granted.

(e) Clause 6.8.6 shall not apply when overtime is continuous with completion or commencement of ordinary working time.

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

### **7.1 Annual leave**

**See relevant schedule.**

### **7.2 Sick leave**

#### *7.2.1 Entitlement*

(a) A full-time employee who becomes sick and unfit for duty shall receive 7.6 hours leave for each completed month of service up to 76 hours leave for each completed year of service. In the case of a part-time employee, sick leave will be a fraction of 76 hours per year based on their weekly hours as a proportion of 38 hours.

(b) The employee must, if required by the employer, establish by the production of a medical certificate or statutory declaration that they were unable to work because of injury or personal illness, after 2 days consecutive absence.

(c) An employee must take all reasonable steps to notify the employer of their absence from work prior to the normal commencement time or, if not practicable, as soon as possible after this time.

(d) Sick leave shall be taken in minimum units of one hour.

(e) There shall be no payment of portions of leave not taken, on retirement or termination.

- (f) Where an employee is sick or injured on the weekday they are to take off in accordance with rostered days off arrangements, they shall not be entitled to sick pay nor will their sick pay entitlements be reduced as a result of the sickness or injury on that day.
- (g) Unused sick leave shall accrue from year to year.

#### 7.2.2 *Accumulated sick leave*

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

- (a) The employee is absent from work on unpaid leave granted by the employer;
- (b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months;
- (c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

#### 7.2.3 *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 On the death of a person with whom the employee is in a bona fide domestic relationship (e.g. spouse) or parent or child, brother, sister, father-in-law or mother-in-law, grandparent, grandchild or sibling of the employee or their spouse, an employee may take leave up to and including the day of the funeral. Three days of any such leave shall be without deduction of pay. The employee will give notice to the employer of their intention to take bereavement leave and will provide reasonable proof of death. However, clause 7.3 shall not apply for any period the bereavement leave coincides with any other period of leave.

#### 7.3.2 *Unpaid bereavement leave*

Where an employee has exhausted all bereavement leave entitlements, including accumulated leave entitlements, the employee is entitled to take unpaid bereavement leave. The employer and employee should agree on the length of the unpaid leave. In the absence of agreement, an employee is entitled to take up to 16 hours unpaid leave.

#### 7.3.3 *Casual employees*

- (a) Subject to the evidentiary and notice requirements in clause 7.5.1(b) and clause 7.5.1(c), casual employees are entitled to not be available to attend work, or to leave work:
  - (i) If they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
  - (ii) Upon the death in Australia of an immediate family or household member.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. 2 days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

### **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 Sick leave to care for an immediate family or household member**

### 7.5.1 *Use of sick leave*

- (a) Subject to clause 7.5.1(b), an employee is entitled to use their sick leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.
- (b) When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by the employee.
- (c) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

### 7.5.2 *Unpaid sick leave*

Where an employee has exhausted all paid sick leave entitlements, they are entitled to take unpaid sick leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to 2 days (up to a maximum of 16 hours) of unpaid leave per occasion, provided the requirements of clause 7.5.1(b) and clause 7.5.1(c) are met.

## 7.6 **Make-up time**

An employee may elect, with the consent of their employer to work make-up time, under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided by the Award.

## 7.7 **Ceremonial leave**

7.7.1 An employee who is legitimately required by the employee's Aboriginal or Torres Strait Islander tradition to be absent from work for ceremonial purposes shall be entitled to up to 10 working days' unpaid leave in any one year. The employee shall be able to establish to the employer that they have an obligation under Aboriginal and Torres Strait Islander custom and/or traditional law to participate in ceremonial activities and shall be granted such leave without pay for a maximum period of 10 days per year or for such extension granted by the employer. Such leave shall not affect the employee's entitlement to bereavement leave prescribed by clause 7.3 of this Award.

7.7.2 Approval of all Aboriginal Torres Strait Islander Ceremonial leave will be subject to the employer's convenience and will not unreasonably affect the operation of the project concerned but shall not be unreasonably withheld.

## 7.8 **Public holidays**

7.8.1 An employee will receive holidays on the following days without deduction of pay where the holiday falls on a day the employee would normally work:

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Labour Day
- Queen's Birthday
- The day gazetted for the local show
- Christmas Day
- Boxing Day

7.8.2 Subject to clause 7.8.3 an employee who works on a holiday as defined in clause 7.8.1 shall be paid at the holiday rate of double time and one-half of the appropriate hourly rate of pay.

- 7.8.3 An employer, with the agreement of the employee or the majority of employees affected may substitute another day for any prescribed in this clause.
- 7.8.4 Should any of the holidays mentioned in this clause fall on an employee's rostered day off, such employee shall receive another one or 2 days off as the case may be in lieu, or one or 2 days shall be added to the employee's annual leave or alternatively one or 2 days' wages at ordinary time shall be paid in addition to the weekly wage.
- 7.8.5 All indigenous Australian employees shall, in substitution for a public holiday specified within this clause, be entitled to the National Aboriginal Day of Celebration as a public holiday without loss of pay on the day it is celebrated in the State in Queensland:

Provided that by mutual agreement in lieu of this day being taken as a substituted public holiday it may be taken as an annual leave day or may be taken out of accumulated time in lieu.

## **7.9 Jury service**

- 7.9.1 Full-time or part-time employees who are 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 amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- 7.9.2 Employees shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further, employees shall give the employer documentary proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

## **7.10 Parental leave**

- 7.10.1 Subject to the terms of clause 7.10 employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of clause 7.10 apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

- 7.10.2 An eligible casual employee means a casual employee:

- (a) Employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) Who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- (c) For the purposes of clause 7.10, continuous service is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).
- (d) An employer must not fail to re-engage a casual employee because:
  - (i) the employee or employee's spouse is pregnant; or
  - (ii) the employee is or has been immediately absent on parental leave.
- (e) The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with clause 7.10.

### *7.10.3 Definitions*

- (a) For the purposes of clause 7.10, "child" means a child of the employee under school age, or a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- (b) Subject to clause 7.10.3(c), in clause 7.10, spouse includes a *de facto* or former spouse.
- (c) In relation to clause 7.10.19, spouse includes a *de facto* spouse but does not include a former spouse.

### *7.10.4 Basic entitlement*

- (a) After 12 months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave, and for males, paternity leave, may be taken in the case of adoption.
- (b) Subject to clause 7.10.15, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
  - (i) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
  - (ii) for adoption leave, an unbroken period of up to 3 weeks at the time of placement of the child.

#### *7.10.5 Variation of parental leave*

Where an employee takes leave under clause 7.10.4 or clause 7.10.6(a)(ii), unless otherwise agreed between the employee and employer, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change is to be notified as soon as possible but no less than 4 weeks prior to the commencement of the changed arrangements. Nothing in clause 7.10 detracts from the basic entitlement in clause 7.10.4 or the right to request in clause 7.10.6.

#### *7.10.6 Right to request*

- (a) An employee entitled to parental leave pursuant to the provisions of clause 7.10.4 may request the employer to allow the employee:
  - (i) to extend the period of simultaneous unpaid parental leave provided for in clauses 7.10.4(b)(i) and clause 7.10.4(b)(ii) up to a maximum of 8 weeks;
  - (ii) to extend the period of unpaid parental leave provided for in clause 7.10.4(a) by a further continuous period of leave not exceeding 12 months;
  - (iii) to return from a period of parental leave on a part-time basis until the child reached school age;

To assist the employee in reconciling work and parental responsibilities.

7.10.7 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

#### *7.10.8 Employee's request and employer's decision to be in writing*

The employee's request and the employer's decision made under clause 7.10.6(ii) and 7.10.6(iii) must be recorded in writing.

#### *7.10.9 Request to return to work part-time*

Where an employee wishes to make a request under clause 7.10.6(iii), such a request must be made as soon as possible but no less than 7 weeks prior to the date upon which the employee is due to return to work from parental leave.

#### *7.10.10 Maternity leave*

An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

- (a) Of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least 10 weeks;
- (b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least 4 weeks;

7.10.11 When the employee gives notice under clause 7.10.10(a) the employee must also provide a statutory declaration stating particulars of any period of maternity leave sought and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

- 7.10.12 An employee will not be in breach of clause 7.10 if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 7.10.13 Subject to clause 7.10.4(a) and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within 6 weeks immediately prior to the expected date of birth.
- 7.10.14 Where an employee continues to work within the 6 week period immediately prior to the expected date of birth, or where the employee elects to return to work within 6 weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

7.10.15 *Special maternity leave*

- (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
  - (b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
  - (c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.
- 7.10.16 Where leave is granted under clause 7.10.13, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed 4 weeks from the recommencement date desired by the employee.

7.10.17 *Paternity leave*

An employee will provide to the employer at least 10 weeks prior to each proposed period of paternity leave, with:

- (a) A certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
  - (b) Written notification of the dates on which he proposes to start and finish the period of paternity leave; and
  - (c) Except in relation to leave taken simultaneously with the child's mother under clauses 7.10.4(b)(i), 7.10.4(b)(ii) and 7.10.6, a statutory declaration stating:
    - (i) he will take that period of paternity leave to become the primary care-giver of a child;
    - (ii) particulars of any period of maternity leave sought or taken by his spouse; and
    - (iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
- 7.10.18 The employee will not be in breach of clause 7.10.17 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

7.10.19 *Adoption leave*

- (a) The employee will notify the employer at least 10 weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (b) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
  - (i) the employee is seeking adoption leave to become the primary care-giver of the child;



- (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
  - (iii) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- (c) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
  - (d) Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding 4 weeks from receipt of notification for the employee's return to work.
  - (e) An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
  - (f) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to 2 days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

#### 7.10.20 *Parental leave and other entitlements*

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 7.10.6.

#### 7.10.21 *Transfer to a safe job*

- (a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- (b) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

#### 7.10.22 *Returning to work after a period of parental leave*

- (a) An employee will notify of their intention to return to work after a period of parental leave at least 4 weeks prior to the expiration of the leave.
- (b) An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 7.10.21, the employee will be entitled to return to the position they held immediately before such transfer.
- (c) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- (d) An eligible casual employee who is employed by a labour hire company will be entitled to the position which they held immediately before proceeding on parental leave.
- (e) Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, the employer shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

#### 7.10.23 *Replacement employees*

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

- (b) Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

#### 7.10.24 *Communication during parental leave*

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
  - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
  - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with clause 7.10.24.

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

No provisions inserted in this Award are relevant to this Part.

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

#### **9.1 Commitment to training**

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:

- 9.1.1 Developing a more highly skilled and flexible workforce;
- 9.1.2 Providing employees with career opportunities through appropriate training to acquire additional skills; and
- 9.1.3 Removing barriers to the use of skills acquired.

#### **9.2 Conference, training and study leave**

- 9.2.1 An employee may attend staff training courses, conferences and seminars during normal working hours, without loss of pay.
- 9.2.2 An employee shall be entitled to a maximum of 4 hours per week study leave without loss of pay in the case of a full-time employee, and on a *pro rata* basis for part-time employees, to attend lectures, seminars and/or tutorials in courses of study relevant to their work. This leave is not cumulative.
- 9.2.3 An employee shall also be entitled to leave without loss of pay to attend examinations including time reasonably taken to travel to and from the nearest place where an examination is conducted in courses of study for which leave has been approved by the employer.
- 9.2.4 Subject to clause 9.2.3, where an employee is undertaking a course of study under distance learning arrangements, the following arrangements shall apply:
  - (a) In recognition of the additional disadvantages accruing to an employee undertaking an approved distance learning course, the employee may utilise up to a maximum of 4 hours per week study leave (in the case of a full-time employee and on a proportional basis for a part-time employees) without loss of pay during working hours to undertake private study in the approved course of study; or
  - (b) Such an employee may accrue up to 4 hours per week study leave during term time (in the case of a full-time employee and on a proportional basis for a part-time employee) to a maximum of 10 days per year and use such leave in situations where their course of study requires them to attend on-campus classes or seminars

which are conducted during normal working hours. Study leave under this arrangement shall not be cumulative from year to year:

Provided that only one of the above options will be available to an employee undertaking an approved distance learning course of study.

9.2.5 In all cases, approval of study leave will be subject to the employer's convenience and prior approval will not unreasonably affect the operation of the service concerned but shall not be unreasonably withheld. An employer may take into account factors such as the quantum of class contact hours and whether or not the employee is able to attend classes outside of normal working hours in making a decision to approve or decline a request for study.

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

No provisions inserted in this Award are 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 employer or other person in charge of the workplace to their presence; and
  - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

#### *11.1.3 Inspection of records*

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

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

#### 11.1.4 *Discussions with employees*

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

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

#### 11.1.5 *Conduct*

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

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

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of 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 Trade union training leave

11.3.1 A Union delegate or duly elected or appointed Union representative will, upon written application by the Union to the employer, such application being endorsed by the Union and given to the employer at least 2 months in advance (or such lesser period as mutually agreed between the Union and the employer/s), be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses or seminars conducted by the Union. The scope, content and level of such courses or seminars must be such as to contribute to a better understanding of industrial relations within the employer's operations.

Other courses mutually agreed between the Union and an employer, or employers, may be included under clause 11.3.

11.3.2 Any written application by the Union seeking release of a delegate or representative to attend a course will include details of the type and content of the course to be attended as well as the dates upon which the course is proposed to be conducted.

11.3.3 For the purposes of clause 11.3 "ordinary pay" means the ordinary time rate of pay payable to the employee exclusive of any allowance for travelling time and fares.

11.3.4 The granting of such leave is subject to the employee having at least 6 months' continuous service with the employer prior to such leave being granted and being the elected Union delegate/representative.

11.3.5 Unless otherwise agreed the maximum number of employees of one and the same employer attending a training course or seminar each year will be as follows:

Where the employer employs between 10 - 50 employees	1
Where the employer employs between 51-100 employees	2
Where the employer employs over 100 employees	4

11.3.6 The granting of such leave is subject to the convenience of the employer so that the operations of the enterprise will not be adversely affected.

11.3.7 Where an employer approaches the Union and demonstrates genuine difficulties with respect to the release of a particular Union delegate or representative at a particular time (including where the employer might have previously advised of its ability to release such Union delegate or representative), the Union will not unreasonably press its request for the release of that delegate/representative at that time. If the matter is not amicably resolved, it will be processed in accordance with the grievance and dispute settling procedure contained in clause 3.2.

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

11.3.9 Leave granted to attend such training courses will not incur any additional payment or alternate time off if such course coincides with an employee's rostered day off or with any other concessional leave.

11.3.10 Such paid leave will not affect other leave granted to employees under this Award.

11.3.11 On completion of the course the employee must, upon request, provide to the employer proof of their attendance at the course. Except in the case of sick leave or other authorised leave, non-attendance at a training course will result in the employee not being paid for such time.

### 11.4 Posting of Award

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

### 11.5 Union encouragement

#### Preamble

Clause 11.5 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.

### 11.5.1 *Documentation to be provided by employer*

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

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

### 11.5.2 *Union delegates*

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

## **SCHEDULE 1 - SPECIFIC PROVISIONS - SOCIAL AND COMMUNITY SERVICES**

### **1.1 Definitions**

1.1.1 "Social and Community Services" means work designed to aid individuals, groups or communities to attain satisfying standards of life through activities that improve personal and social relationships. Without limiting the generality of the foregoing, social and community services shall include:

- (a) Information collection and provision related to benefits and services and community resources available to clients;
- (b) Supportive and/or crisis counselling;
- (c) Emergency material relief for persons suffering financial hardship;
- (d) Custodial or supportive care and social welfare support for people in residential accommodation, day and occasional care facilities and/or settings or for people who are unable to live independently, or who are not living in a family setting. But this does not include nursing and/or medical services;
- (e) Assessment of individual, family group or community needs;
- (f) Development, implementation and assessment and/or maintenance of individual casework programs;
- (g) Referral and liaison with other workers and professionals, agencies, community groups, organisations or governments;
- (h) Co-ordination of activities and/or facilities for the development of independent living skills and/or social skills;
- (i) Research and analysis of social, welfare and/or community issues, needs or problems;
- (j) Development and maintenance of community resources;
- (k) Community campaign development and organisation;
- (l) Development, maintenance, implementation and evaluation of a family, group and community programme;
- (m) Social welfare or community planning, policy development, interpretation and/or implementation;
- (n) Representation, advocacy, negotiation and mediation within and between communities, agencies, institutions and governments, or with individuals;
- (o) Counselling and/or social welfare support (not including nursing or medical services) for people living at home and who are unable to live independently;
- (p) Development and transfer of skills and knowledge in community organisation, community education, advocacy, resource management, cultural awareness and other relevant areas within the community;

- (q) Tasks associated with the maintenance of community services and social welfare projects including the preparation of submissions and reports and any incidental financial documentation; and
- (r) Clerical and/or administrative tasks associated with community services work.

## 2.1 Definition of classifications

### 2.1.1 *Community Services Worker Level 1*

#### (a) Characteristics of the level:

- (i) A person employed as a Community Services Worker Level 1 works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include the initial recruit who may have limited relevant experience;
- (ii) General features of work in this category consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available;
- (iii) Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgement in the planning of their own work within those confines;
- (iv) Positions at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace;
- (v) Employees will be responsible for the time management of their work and required to use basic numeracy written and verbal communication skills;
- (vi) Supervision of other staff or volunteers is not a feature at this level, however an experienced employee may have technical oversight of a minor work activity;
- (vii) At this level, employers are expected to offer substantial internal and/or external training.

#### (b) Responsibilities:

To contribute to the operation objectives of the work areas, a position at this level may include some of the following inputs or those of a similar value:

- (i) Undertake routine activities of a clerical and/or support nature;
- (ii) Undertake straightforward operation of keyboard equipment including data input and basic word processing at a basic level;
- (iii) Provide routine information including general reception and telephonist duties;
- (iv) Provide general stenographic duties;
- (v) Apply established practices and procedures;
- (vi) Undertake routine office duties involving filing recording, checking and batching of accounts, invoices, orders, stores requisitions and maintenance of an existing records system.

#### (c) Requirements of the job:

Some or all of the following are needed to perform work at this level - skills, knowledge, experience, qualifications and/or training:

- (i) Developing knowledge of the workplace function and operation;
- (ii) Basic knowledge of administrative practices and procedures relevant to the workplace;
- (iii) A developing knowledge of work practices and policies of the relevant work area;
- (iv) Basic numeracy, written and verbal communication skills relevant to the work area;

- (v) No formal qualifications are required;
  - (vi) It is desirable the employees at this level are studying for an appropriate certificate or undertaking either internal or external training relevant to the work area.
- (d) Organisational relationships:
- (i) Work under direct supervision.
- (e) Extent of authority:
- (i) Work outcomes are closely monitored;
  - (ii) Freedom to act limited by standards and procedures;
  - (iii) Solutions to problems found in established procedures and instructions with assistance readily available;
  - (iv) Project completion according to instructions and established procedures;
  - (v) No scope for interpretation.

### 2.1.2 *Community Services Worker Level 2*

- (a) Characteristics of the level:
- (i) A person employed as a Community Services Worker Level 2 shall work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge;
  - (ii) General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects;
  - (iii) Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function;
  - (iv) Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.

(b) Responsibilities:

To contribute to the operational objectives of the workplace, a position at this level may include some of the following inputs or those of a similar value:

- (i) Undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgement within clearly established procedures and/or guidelines;
- (ii) Achieve outcomes which are clearly defined;
- (iii) Respond to enquires;
- (iv) Assist senior employees with special projects;
- (v) Prepare cash payment summaries, banking reports and bank statements;
- (vi) Operate a computer and/or programs and peripheral equipment - initiate corrective action;
- (vii) Provide detailed advice and information on the organisations products and service;



- (viii) Operate a word processor and/or other business software and be conversant with and utilise the functions of those systems and be proficient in their use;
- (ix) Post journals to ledger, etc;
- (x) Provide secretarial support requiring the exercise of sound judgement, initiative, confidentiality and sensitivity in the performance of work;
- (xi) Apply purchasing and inventory control requirements;
- (xii) Perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;
- (xiii) Assist in calculating and maintaining wage and salary records;
- (xiv) Assist with administrative functions;
- (xv) Working under guidance in maintenance of records and/or journals including initial processing and recording related to the following:
  - Reconciliation of account balance;
  - Incoming/outgoing cheques;
  - Invoicing;
  - Payroll data;
  - Debit/credit items;
  - Petty cash imprest system;
  - Letters, etc.

(c) Requirements of the job:

Some or all of the following are needed to perform work at this level - skills, knowledge, experience, qualifications and/or training:

- (i) Basic skills in oral and written communication with clients and other members of the public;
- (ii) Knowledge of established work practices and procedures relevant to the workplace;
- (iii) Knowledge of policies and regulations relating to the workplace;
- (iv) Understanding of clear but complex rules;
- (v) Application of techniques relevant to the workplace;
- (vi) Developing knowledge of statutory requirements relevant to the workplace;
- (vii) Understanding of basic computing concepts;
- (viii) No formal qualifications required; or
- (ix) Appropriate certificate relevant to the work required to be performed; or
- (x) Will have attained through previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required; or
- (xi) Qualifications accepted as both relevant and equivalent; or
- (xii) Appropriate on-the-job training and relevant experience.

(d) Organisational relationships:

- (i) Work under regular supervision;
- (ii) Provide guidance and training to a limited number of lower classified employees or volunteers.

## (e) Extent of authority:

- (i) Work outcomes are monitored;
- (ii) Have freedom to act within defined established guidelines;
- (iii) Solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur.

2.1.3 *Community Services Worker Level 3*

## (a) Characteristics of this level:

- (i) A person employed as a Community Services Worker Level 3 shall work under general direction in the application of procedures, methods and guidelines which are well established. They would have obtained organisation or industry specific knowledge sufficient for them to give advice and/or information to the organisation and clients in relation to specific areas of their responsibility;
- (ii) General features of this level involve solving problems of limited difficulty using knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees;
- (iii) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes for their own particular work program or project;
- (iv) At this level, employees may be required to supervise lower classified staff or volunteers in their day-to-day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation. Employees will be responsible for managing and planning their own work;
- (v) Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area;
- (vi) Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work program of the organisation;
- (vii) Graduates with a 3 year degree that undertake work related to the responsibilities under this level shall commence at no lower than pay point 3. Graduates with a 4 year degree that undertake work related to the responsibilities under this level shall commence at no lower than pay point 4.

## (b) Responsibilities:

To contribute to the operational objectives of the workplace, a position at this level may include some of the following inputs or those of a similar value:

- (i) Undertake responsibility for various activities in a specialised area;
- (ii) Exercise responsibility for a function within the organisation;
- (iii) Allow the scope for exercising initiative in the application of established work procedures;
- (iv) Assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;
- (v) Provide secretarial and/or administrative support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work;
- (vi) Assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;

- (vii) Proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification problems. This level could include systems administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system;
- (viii) Apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;
- (ix) Supervise a limited number of lower classified employees or volunteers;
- (x) Allow the scope for exercising initiative in the application of established work procedures;
- (xi) Deliver single stream training programs;
- (xii) Co-ordinate elementary service programs;
- (xiii) Provide assistance to senior employees;
- (xiv) Where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
  - Undertake some minor phase of a broad or more complex assignment;
  - Perform duties of a specialised nature;
  - Provide a range of information services;
  - Plan and co-ordinate elementary community-based projects or programs;
  - Perform moderately complex functions including social planning, demographic analysis, survey design and analysis.

(c) Requirements of the job:

Some or all of the following are needed to perform work at this level - skills, knowledge, experience, qualifications and/or training:

- (i) Thorough knowledge of work activities performed within the organisation;
- (ii) Sound knowledge of procedural methods of the organisation;
- (iii) May utilise professional or specialised knowledge;
- (iv) Working knowledge of guidelines or statutory requirements relevant to the organisation;
- (v) Ability to apply computing concepts;
- (vi) The prerequisite for entry to this level would be:
  - Entry level 3 year degree; the entry level for holders of a relevant 3 year degree shall be the third incremental level;
  - Entry level 4 year degree; the entry level for holders of a relevant 4 year degree shall be the fourth incremental level; or
  - Associate Diploma with experience; or
  - Advanced Certificate in Community Services with experience or its equivalent; or
  - Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

(d) Organisational relationships:

- (i) Works under general supervision;
- (ii) Operate as a member of a team;
- (iii) Supervision of other employees.

(e) Extent of authority:

- (i) Receive instructions on the broader aspects of the work;
- (ii) Freedom to act within defined established practices - that is, freedom to arrange work in a manner the employee feels most comfortable with provided there is no change to defined established work practices;
- (iii) May set outcomes or objectives for specific projects;
- (iv) Problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

#### 2.1.4 *Community Services Worker Level 4*

##### (a) Characteristics of this level:

- (i) A person employed as a Community Services Worker Level 4 shall work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established;
- (ii) General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature;
- (iii) Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline;
- (iv) Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas;
- (v) Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives;
- (vi) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

##### (b) Responsibilities:

To contribute to the operational objectives of the workplace, a position at this level may include some of the following inputs or those of a similar value:

- (i) Undertake activities which may require the employee to exercise judgement and/or contribute critical knowledge and skills where procedures are not clearly defined;
- (ii) Perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- (iii) Identification of specific or desired performance outcomes;
- (iv) Contribute to interpretation and administration of areas of work for which there are no clearly established procedures;
- (v) Expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgement and contribute critical knowledge and skills where procedures are not clearly defined;
- (vi) Although still under general direction, there is a greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;
- (vii) Provide administrative support of a complex nature to senior employees;
- (viii) Exercise responsibility for various functions within a work area;

- (ix) Provide assistance on grant applications including basic research or collection of data; undertake a wide range of activities associated with program activity of service delivery;
- (x) Provide assistance to a more senior employee in planning, co-ordinating, implementing and administering the activities and policies including preparation of budgets;
- (xi) Develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;
- (xii) Undertake computer operations requiring technical expertise and experience and may exercise initiative and judgement in the application of established procedures and practices;
- (xiii) Apply computer programming knowledge and skills in systems development, maintenance and implementation;
- (xiv) Provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;
- (xv) Where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
  - Liaise with other professionals at a technical/professional level;
  - Discuss techniques, procedures and/or results with clients on straight forward matters;
  - Lead a team within a specialised project;
  - Provide a reference, research and/or technical information service;
  - Carry out a variety of activities in the organisation requiring initiative and judgement in the selection and application of established principles, techniques and methods;
  - Perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
  - Assist senior employees with the planning and co-ordination of a community program of a complex nature.

(c) Requirements of the job:

Some or all of the following are needed to perform work at this level - skills, knowledge, experience, qualifications and/or training:

- (i) Knowledge of statutory requirements relevant to work;
- (ii) Knowledge of organisation policies and activities;
- (iii) Knowledge of the role of the organisation and its services and/or functions;
- (iv) Specialists require an understanding of the underlying principles in the discipline;
- (v) Sound discipline knowledge gained through previous experience, training or education;
- (vi) The prerequisites for entry to this level would be:
  - Relevant 4 year Degree with one years' relevant experience; or
  - 3 year Degree with 2 years of relevant experience; or
  - Associate Diploma with relevant experience; or
  - Lesser formal qualifications with substantial years of relevant experience; or
  - Attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities.
- (vii) Employees undertaking specialised services shall be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level;
- (viii) Employees working as sole employees shall commence at this level.

(d) Organisational relationships:

- (i) Works under general direction;
  - (ii) Supervises other staff and/or volunteers or works in a specialised field.
- (e) Extent of authority:
- (i) Required to set outcomes within defined constraints;
  - (ii) Provides specialist technical advice;
  - (iii) Freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;
  - (iv) Solutions to problems generally found in precedents, guidelines or instructions;
  - (v) Assistance usually available.

#### 2.1.5 *Community Services Worker Level 5*

(a) Characteristics of the level:

- (i) A person employed as a Community Services Worker Level 5 shall work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals;
- (ii) Employees adhere to established work practices. However, they may be required to exercise initiative and judgement where practices and direction are not clearly defined;
- (iii) General features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve supervision. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of, or prepare the organisation's budget. Employees at this level will be required to provide expert advice to employees classified at a lower level and volunteers;
- (iv) Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor work flows in their area of responsibility which may include establishing work programs in small organisations;
- (v) Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and staff;
- (vi) Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals. Specialists may be required to provide multi-disciplinary advice.

(b) Responsibilities:

To contribute to the operational objectives of the workplace, a position at this level may include some of the following inputs or those of a similar value:

- (i) Responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;
- (ii) Undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;
- (iii) Undertake a minor phase of a broader or more complex professional assignment;
- (iv) Assist with the preparation of or prepare organisation or program budgets in liaison with management;
- (v) Set priorities and monitor work flow in the areas of responsibility;
- (vi) Provide expert advice to employees classified at lower levels and/or volunteers;

- (vii) Exercise judgement and initiative where procedures are not clearly defined;
- (viii) Understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- (ix) Monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers' compensation and rehabilitation;
- (x) Undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas. May exercise responsibility for a specialised area of computing operation;
- (xi) Undertake publicity assignments within the framework of the organisation's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total program including media liaison, design and layout of publications/displays and editing;
- (xii) Operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee;
- (xiii) Undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;
- (xiv) Plan, co-ordinate, implement and administer the activities and policies including preparation of budget;
- (xv) Develop, plan and supervise the implementation of educational and/or developmental programs for clients;
- (xvi) Plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;
- (xvii) Where the prime responsibility lies in professional services, employees at this level would undertake at least some of the following:
  - Under general direction undertake a variety of tasks of a specialised and/or detailed nature;
  - Exercise professional judgement within prescribed areas;
  - Carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;
  - Provide reports on progress of program activities including recommendations;
  - Exercise a high level of interpersonal skills in dealing with the public and other organisations;
  - Plan, develop and operate a community service organisation of a moderately complex nature.

(c) Requirements of the job:

Some or all of the following are needed to perform work at this level - skills, knowledge, experience, qualifications and/or training:

- (i) Knowledge of organisational programs, policies and activities;
- (ii) Sound discipline knowledge gained through experience;
- (iii) Knowledge of the role of the organisation, its structure and services;
- (iv) The prerequisites for entry to this level would be:
  - Relevant Degree with relevant experience; or
  - Associate Diploma with substantial experience; or
  - qualifications in more than one discipline; or
  - Less formal qualifications with specialised skills sufficient to perform at this level; or
  - Attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

(d) Organisational relationships

- (i) Work under general direction;
  - (ii) Supervise other employees and/or volunteers.
- (e) Extent of authority
- (i) Exercise a degree of autonomy;
  - (ii) Control projects and/or programs;
  - (iii) Set outcomes for lower classified staff;
  - (iv) Establish priorities and monitor work flow in areas of responsibility;
  - (v) Solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

#### 2.1.6 *Community Services Worker Level 6*

(a) Characteristics of the level:

- (i) A person employed as a Community Services Worker Level 6 shall operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed;
- (ii) General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation;
- (iii) Positions at this level will require responsibility for decision-making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation;
- (iv) Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs or activities. Positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision-making; the exercise of judgement; delegated authority; and the provision of expert advice;
- (v) Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices;
- (vi) Graduates required to perform duties relevant to their qualification and undertake work related to the responsibilities under this level shall commence at no lower than Paypoint2.

(b) Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- (i) Undertake significant projects and/or functions involving the use of analytical skills;
- (ii) Undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;



- (iii) Exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi-specialist operation; provide advice on matters of complexity within the work area and/or specialised area;
- (iv) Undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgement; provide advice on policy matters and contribute to their development;
- (v) Negotiate on matters of significance within the organisation with other bodies and/or members of the public;
- (vi) Control and co-ordinate a work area or a larger organisation within budgetary constraints;
- (vii) Exercise autonomy in establishing the operation of the work area;
- (viii) Provide a consultancy service for a range of activities and/or to a wide range of clients;
- (ix) Where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:
  - Provide support to a range of activities or programs;
  - Control and co-ordinate projects;
  - Contribute to the development of new procedures and methodology;
  - Provide expert advice and assistance relevant to the work area;
  - Supervise/manage the operation of a work area and monitor work outcomes;
  - Supervise on occasions other specialised staff;
  - Supervise/manage the operation of a discrete element which is part of a larger organisation;
  - Provide consultancy services for a range of activities.

(c) Requirements of the job:

Some or all of the following are needed to perform work at this level - skills, knowledge, experience, qualifications and/or training:

- (i) Comprehensive knowledge of organisation policies and procedures;
- (ii) Specialist skills and/or supervision/management abilities exercised within a multi-disciplinary or major single function operation;
- (iii) Specialist knowledge gained through experience, training or education;
- (iv) Appreciation of the long term goals of the organisation;
- (v) Detailed knowledge of program activities and work practices relevant to the work area;
- (vi) Knowledge of organisation structures and functions;
- (vii) Comprehensive knowledge of requirements relevant to the discipline; and
- (viii) The prerequisites for entry to this level would be:
  - Degree with substantial experience; or
  - Post Graduate qualification; or
  - Associate Diploma with substantial experience; or
  - Attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level.

(d) Organisational relationships:

- (i) Works under limited direction from senior employees of the Committee of Management or Board;
- (ii) Supervision of staff.

(e) Extent of authority:

- (i) Exercise a degree of autonomy;
- (ii) May manage a work area or medium to large organisation or multi-worksite organisation;
- (iii) Has significant delegated authority; selection of methods and techniques based on sound judgement;
- (iv) Manage significant projects and/or functions;
- (v) Solutions to problems can generally be found in documented techniques, precedents, or instructions; advice available on complex or unusual matters.

#### 2.1.7 *Community Services Worker Level 7*

##### (a) Characteristics of the level:

- (i) A person employed as a Community Services Worker Level 7 shall operate under limited direction and exercise managerial responsibility for various functions within a section and/or organisation or operate as a specialist, a member of a specialised professional team or independently;
- (ii) General features at this level require employees' involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community served by the organisation;
- (iii) Employees are involved in the formation/establishment of programs, the procedures and work practices within the organisation and will be required to provide assistance to other employees and/or sections;
- (iv) Positions at this level will demand responsibility for decision-making and the provision of expert advice to other areas of the organisation. Employees would be expected to undertake the control and co-ordination of the organisation and major work initiatives. Employees require a good understanding of the long term goals of the organisation;
- (v) In addition, positions at this level may be identified by the level of responsibility for decision-making, the exercise of judgement and delegated authority and the provision of expert advice.
- (vi) The management of staff is normally a feature at this level. Employees are required to set outcomes in relation to the organisation and may be required to negotiate matters on behalf of the organisation.

##### (b) Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs of those of a similar value:

- (i) Undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- (ii) Exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi-discipline operation;
- (iii) Develop work practices and procedures for various projects;
- (iv) Establish work area outcomes;
- (v) Prepare budget submissions for senior officers and/or the organisation;
- (vi) Develop and implement significant operational procedures;
- (vii) Review operations to determine their effectiveness;
- (viii) Develop appropriate methodology and apply proven techniques in providing specialised services;
- (ix) Where prime responsibility lies in a professional field an officer at this level:
  - Controls and co-ordinates projects/programs within an organisation in accordance with corporate goals;

- Provides a consultancy service to a wide range of clients;
- Functions may involve complex professional problem solving;
- Provides advice on policy method and contributes to its development.

(c) Requirements of the job:

Some or all of the following are needed to perform work at this level - skills, knowledge, experience, qualifications and/or training:

- (i) Comprehensive knowledge of policies and procedures;
- (ii) Application of a high level of discipline knowledge;
- (iii) Qualifications are generally beyond those required through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience; or
- (iv) Lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard; or
- (v) A combination of experience, expertise and competence sufficient to perform the duties required at this level.

(d) Organisational relationships:

- (i) Works under limited direction;
- (ii) Normally supervises other employees and establishes and monitors work outcomes.

(e) Extent of authority

- (i) May manage section or organisation;
- (ii) Has significant delegated authority;
- (iii) Selection of methods and techniques based on sound judgement (guidance not always readily available within the organisation). Decisions and actions taken at the level may have significant effect on program/project/work areas being managed.

#### 2.1.8 *Community Services Worker Level 8*

(a) Characteristics of the level:

- (i) A person employed as a Community Services Worker Level 8 is subject to broad direction from senior officers and shall exercise managerial responsibility for the organisation's relevant activity. In addition, employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to the organisation;
- (ii) A person employed as a Community Services Worker Level 8 shall be subject to broad direction from management/the employer and exercise managerial responsibility for an organisation. In addition, employees may operate as a senior specialist providing multi-functional advice to other professional employees, the employer, Committee or Board of Management;
- (iii) General features of this level require the employee's involvement in the initiation and formulation of extensive projects or programs which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes;
- (iv) Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or about external organisations such as government policy;
- (v) In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area;

- (vi) Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialization;
- (vii) Positions at this level will demand responsibility for decision-making within the constraints of organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programs and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programs;
- (viii) Positions at this level may be identified by the significant independence of action within the constraints of organisational policy.

(b) Responsibilities:

A position at this level may include some of or similar responsibilities to:

- (i) Undertake work of significant scope and complexity. A major portion of the work requires initiative;
- (ii) Undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- (iii) Undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high level advice;
- (iv) Provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;
- (v) Manage extensive programs or projects in accordance with organisational goals. This may require the development, implementation and evaluation of those goals;
- (vi) Administer complex policy and program matters;
- (vii) May offer consultancy service;
- (viii) Evaluate and develop/revise methodology techniques with the organisation. The application of high level analytical skills in the attainment and satisfying of organisational objectives;
- (ix) Where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:
  - Contribute to the development of operational policy;
  - Assess and review the standards of work of other specialised personnel/external consultants;
  - Initiate and formulate organisational programs;
  - Implement organisational objectives within corporate goals;
  - Develop and recommend ongoing plans and programs.

(c) Requirements of the job:

Some or all of the following are needed to perform work at this level - skills, knowledge, experience, qualifications and/or training:

- (i) Detailed knowledge of policy, programs, guidelines, procedures and practices of the organisation and external bodies;
- (ii) Detailed knowledge of statutory requirements;
- (iii) The prerequisites for entry to this level would be:
  - Qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise; or
  - Substantial post graduate experience; or
  - Lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or

- Attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties of the position.

### 3.1 Wage rates

3.1.1 Subject to this Award, the following rates of pay per annum are the minimum to be paid to employees in respect of their classification level:

Classification	1 September 2010 per annum \$	10 January 2011 per annum \$	11 July 2011 per annum \$	9 January 2012 per annum \$
Community services worker				
Level 1				
Paypoint 1	37,281	37,281	37,654	
Paypoint 2	38,805	38,805	39,193	
Paypoint 3	40,343	40,343	40,746	
Level 2				
Paypoint 1	40,343	40,343	40,722	
Paypoint 2	41,827	41,827	42,245	
Paypoint 3	43,076	43,076	43,808	
Paypoint 4	44,204	44,204	45,353	
Level 3				
Paypoint 1	44,204	44,204	45,353	
Paypoint 2	45,450	45,450	47,427	
Paypoint 3	46,699	46,699	48,436	
Paypoint 4	47,947	47,947	49,975	
Level 4				
Paypoint 1	49,193	51,161	53,105	
Paypoint 2	50,443	52,460	54,112	
Paypoint 3	51,689	53,757	56,176	
Paypoint 4	52,818	54,931	57,732	
Level 5				
Paypoint 1	56,123	58,368	60,761	
Paypoint 2	57,296	59,588	62,341	
Paypoint 3	58,593	60,937	63,874	
Level 6				
Paypoint 1	64,231	68,085	71,850	
Paypoint 2	65,625	69,563	72,930	
Paypoint 3	67,018	71,039	74,023	
Level 7				
Paypoint 1	68,410	72,515	77,359	
Paypoint 2	69,803	73,991	79,000	
Paypoint 3	71,198	75,470	80,647	
Level 8				
Paypoint 1	72,591	76,946	81,563	83,958
Paypoint 2	73,984	78,423	83,128	85,622
Paypoint 3	75,377	79,900	84,694	87,277

NB: (1) The rate for Community services worker Levels 6, 7 and 8 include the 7.5% loading payable under the Award.

- (2) From 1 July 2010, and applied each 1 July until 2015, following any State Wage Case decision of the previous year, an additional Equal Remuneration Component (ERC) of 1% of the rate payable is to be included in the overall wage rate and paid for all purposes. Wage rates published from 1 July 2010 will include and assume the addition of the ERC. This ERC is additional to Award rate changes effected by a State Wage Case.
- (3) 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.

3.1.2 The weekly rate of pay is calculated by dividing the current rate of pay per annum by 52.1667.

3.1.3 The 7.5% loading is payable to Levels 6, 7 and 8 in lieu of Part 6 and clauses 5.3.3, 5.3.4 and 5.3.6 of this Award and clause 4.1 of this Schedule:

Provided that the overall terms and conditions of employment for such employees are no less favourable than the provisions of this Award taken as a whole.

#### **4.1 Hours of work**

4.1.1 The ordinary hours of work shall be an average of 38 per week to be worked on the following basis:

- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
- (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (c) 114 hours within a work cycle not exceeding 21 days or;
- (d) 152 hours within a work cycle not exceeding 28 consecutive days.

4.1.2 The ordinary hours of work prescribed may be worked on any 5 consecutive days in the week, Monday to Sunday inclusive, subject to the following:

- (a) Any arrangement of hours which includes a Saturday or Sunday as ordinary hours shall be subject to agreement between the employer and the employees directly affected.
- (b) A minimum of 2 consecutive days off shall be provided in each week.

4.1.3 The ordinary hours of work prescribed herein shall be worked within a designated spread of 12 hours, except for meal breaks, between 6.00am and 8.00pm. The spread of hours may be altered by agreement between the employer and the employee or majority of employees directly affected.

4.1.4 The ordinary starting and finishing times of an employee or employers may be staggered, provided that there is agreement between the employer and the majority of employees directly affected.

4.1.5 The ordinary hours of work prescribed therein shall not exceed 10 hours on any day.

4.1.6 By mutual agreement employees who work between midnight Friday and midnight Sunday in accordance with clause 4.1.2(a) may take the equivalent time off in lieu of loading specified in clause 4.1.8.

4.1.7 Ordinary hours worked on a Saturday or Sunday shall be paid at the rate of time and three-quarters.

4.1.8 *Early and late work allowance*

Employees who are required to work outside the designated ordinary spread of hours shall be paid:

- (a) A loading of 20% on their ordinary rate of pay for work performed beyond their spread of hours and 12.00 midnight Monday to Fridays inclusive.
- (b) A loading of 35% on their ordinary rate of pay for work performed between the hours of 12.00 midnight and the commencement of their spread of hours between midnight Sunday and their designated start time on Friday.

## 5.1 Annual leave

5.1.1 Employees, other than casual employees, will receive at the end of each year of employment paid annual leave as follows:

- (a) Not less than 5 weeks for employees employed on shift work where such shifts are worked over a period of 7 days per week.
- (b) Not less than 4 weeks in any other case.

5.1.2 An employee, other than a casual employee, who has completed at least one month's continuous service, may request in writing to take annual leave on a *pro rata* basis prior to the completion of any period of a full 12 months' service. Where the employer grants *pro rata* annual leave the following will apply:

- (a) The employee will be paid annual leave loading in accordance with clause 5.1.8; and
- (b) The period of *pro rata* annual leave shall be deducted from the annual leave otherwise payable at the end of that period of 12 months' service.

5.1.3 Approval of any application for *pro rata* annual leave in accordance with clause 5.1.1 shall be subject to the employer's convenience and will not unreasonably affect the operation of the project concerned, but will not be unreasonably withheld.

5.1.4 The annual leave prescribed in clause 5.1.1 and clause 5.1.2 shall be exclusive of any of the holidays prescribed in clause 7.8. If a holiday falls within an employee's period of annual leave and is observed on a day which, in the case of that employee, would have been an ordinary working day, the equivalent ordinary time the employee would have worked if such day had not been a holiday shall be added to the period of annual leave.

5.1.5 The annual leave provided for in clause 5.1 shall be allowed and shall be taken, and, except as provided by clause 5.1.8, payment shall not be made or accepted in lieu of annual leave.

5.1.6 Annual leave shall be given at a time determined by mutual agreement between the employer and the employee within a period not exceeding 6 months from the date when the annual leave accrued, provided that such annual leave may be deferred by mutual agreement in writing between employer and employee.

5.1.7 If after one month's continuous service in any qualifying 12 monthly period, an employee leaves such employee's employment or such employment is terminated by the employer, the employee shall be paid *pro rata* leave at the rate of 1/12<sup>th</sup> of the annual leave for which such employee has not been granted annual leave.

5.1.8 In addition to clause 5.1.1, payment for annual leave shall be calculated as follows:

- (a) Subject to clause 5.1.8(b), the rate of wages to be paid to a worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster including Saturday, Sunday or holiday shifts.
- (b) Subject to clause 5.1.8(c), the payment by an employer to an employee shall be no less than the sum of the following amounts:
  - (i) The employee's ordinary wage rate as prescribed by the Award for the period of annual leave; and
  - (ii) A further amount calculated at the rate of 17.5% of the amounts referred to in clause 5.1.8(b)(i).
- (c) The 17.5% loading shall not be paid in respect to *pro rata* leave payments on termination.
- (d) The provisions of clause 5.1.8(b) shall not apply to the following:
  - (i) Any period or periods of annual leave exceeding:

- 5 weeks in the case of employees employed in a calling where shifts are worked over a period of 7 days per week; or
  - 4 weeks in any other case
- (ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus loading.

## **SCHEDULE 2 - SPECIFIC PROVISIONS - CRISIS ASSISTANCE SUPPORTED HOUSING**

This Schedule applies to employees as defined below who work in programs assisting homeless people and women and children escaping domestic violence funding in accordance with Supported Accommodation Assistance (or its successor) Programs.

### **1.1 Definitions**

- 1.1.1 "Continuous Shift Work" means work done by an employee where the hours of work are regularly rotated through day, evening and night shifts covering a 24 hours per day operation over 7 days of the week and 52 weeks of the year. The above definition shall refer to a category (B) employee as defined in Schedule 2.
- 1.1.2 "Evening Shift" means any shift finishing after 9.00pm and at or before midnight or where the majority of hours are worked between 7.00pm and midnight.
- 1.1.3 "Night Shift" means any shift finishing after midnight and at or before 8.00am or where the majority of hours fall between those hours.
- 1.1.4 "Shift Work" means work done by separate relays of employees, worked in accordance with a roster which prescribes 2 or more shifts (day, evening or night) per day, but does not cover a 24 hour per day operation over a 7 day week. The above definition shall refer to a category (A) employee as defined in Schedule 1.

### **2.1 Classification structure**

#### *2.1.1 Crisis accommodation worker Level 1*

- (a) A person employed as an Crisis accommodation worker Level 1 shall work under general direction in the application of procedures, methods and guidelines that are well established. They would have obtained organisation or industry specific knowledge sufficient for them to give advice and/or information.
- (i) General features of this level involve solving problems of limited difficulty using knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees;
  - (ii) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes for their own particular work program or project;
  - (iii) Employees will be responsible for managing and planning their own work;
  - (iv) Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work program of the organisation;
  - (v) Graduates with a 4 year degree that undertake work related to the responsibilities under this level shall commence at no lower than Paypoint 2.
- (b) To contribute to the operational objectives of the workplace, a position at this level may include some of the following inputs or those of a similar value:
- (i) Undertake responsibility for various activities in a specialised area;
  - (ii) Exercise responsibility for a function within the organisation;
  - (iii) Allow the scope for exercising initiative in the application of established work procedures;
  - (iv) Assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;



- (v) Assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;
- (vi) Proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification of problems;
- (vii) Apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;
- (viii) Supervise a limited number of volunteers;
- (ix) Allow the scope for exercising initiative in the application of established work procedures;
- (x) Implement elementary service programs;
- (xi) Provide assistance to senior employees;
- (xii) Where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
  - Undertake some minor phase of a broad or more complex assignment;
  - Perform duties of a specialised nature;
  - Provide a range of information services;
  - Plan and implement elementary community-based projects or programs;
  - Perform moderately complex functions including social planning, demographic analysis, survey design and analysis.

(c) Requirements of the job:

- (i) Thorough knowledge of work activities performed within the organisation;
- (ii) Sound knowledge of procedural methods of the organisation;
- (iii) May utilise professional or specialised knowledge;
- (iv) Some or all of the following are needed to perform work at this level:
  - Working knowledge of guidelines or statutory requirements relevant to the organisation;
  - Ability to apply computing concepts.
- (v) The prerequisite for entry to this level would be:
  - Entry level 3 year degree; the entry level for holders of a relevant 3 year degree or equivalent to, shall be the first incremental level; or
  - Entry levels 4 year degree; the entry level for holders of a relevant 4 year degree shall be the second incremental level; or
  - Associate Diploma with experience; or
  - Advanced Certificate in Community Services with experience or its equivalent; or
  - Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

(d) Organisational relationships:

- (i) Works under general direction;
- (ii) Operate as a member of a team;
- (iii) Supervision of volunteers.

(e) Extent of authority:

- (i) Receive instructions on the broader aspects of the work;

- (ii) Freedom to act within defined established practices - that is, freedom to arrange work in a manner the employee feels most comfortable with provided there is no change to defined established work practices;
- (iii) May set outcomes or objectives for specific projects;
- (iv) Problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

### 2.1.2 Crisis accommodation worker Level 2

#### (a) Characteristics of this Level

- (i) A person employed as an Crisis accommodation worker Level 2 shall work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established;
- (ii) General features at this level require the application of knowledge and skills, which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature;
- (iii) Positions may involve a range of work functions, which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline;
- (iv) Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas;
- (v) Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives;
- (vi) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

#### (b) Responsibilities:

To contribute to the operational objectives of the workplace, a position at this level may include some of the following inputs or those of a similar value:

- (i) Undertake activities which may require the employee to exercise judgement and/or contribute critical knowledge and skills where procedures are not clearly defined;
- (ii) Perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- (iii) Identification of specific or desired performance outcomes;
- (iv) Contribute to interpretation and administration of areas of work for which there are no clearly established procedures;
- (v) Expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgement and contribute critical knowledge and skills where procedures are not clearly defined;
- (vi) Although still under general direction, there is a greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;
- (vii) Provide administrative support of a complex nature to senior employees;
- (viii) Exercise responsibility for various functions within a work area;
- (ix) Provide assistance to a more senior employee in planning, co-ordinating, implementing and administering the activities and policies including preparation of budgets;

- (x) Provide assistance on grant applications including basic research or collection of data; undertake a wide range of activities and policies including preparation of budgets;
- (xi) Case manage clients under supervision;
- (xii) Develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;
- (xiii) Undertake computer operations requiring technical expertise and experience and may exercise initiative and judgement in the application of established procedures and practices;
- (xiv) Apply computer programming knowledge and skills in systems development, maintenance and implementation;
- (xv) Provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;
- (xvi) Where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
  - Liaise with other professionals at a technical/professional level;
  - Discuss techniques, procedures and/or results with clients on straight forward matters;
  - Lead a team within a specialised project;
  - Provide a reference, research and/or technical information service;
  - Carry out a variety of activities in the organisation requiring initiative and judgement in the selection and application of established principles, techniques and methods;
  - Perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
  - Assist senior employees with the planning and co-ordination of a community program of a complex nature.

(c) Requirements of the job:

Some or all of the following are needed to perform work at this level - skills, knowledge, experience, qualifications and/or training:

- (i) Knowledge of statutory requirements relevant to work;
- (ii) Knowledge of organisation policies and activities;
- (iii) Knowledge of the role of the organisation and its services and/or functions;
- (iv) Specialists require an understanding of the underlying principles in the discipline;
- (v) Sound discipline knowledge gained through previous experience, training or education;
- (vi) The prerequisites for entry to this level would be:
  - Relevant 4 year Degree with 2 years' relevant experience; or
  - 3 year Degree with 3 years of relevant experience; or
  - Associate Diploma with relevant experience; or
  - Lesser formal qualifications with substantial years of relevant experience; or
  - Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake a range of activities.
- (vii) Employees undertaking specialised services shall be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level;
- (viii) Employees working as sole employees shall commence no lower than this level.

(d) Organisational Relationships:

- (i) Works under general direction;

- (ii) Supervises other staff and/or volunteers or works in a specialised field.
- (e) Extent of authority:
  - (i) Required to set outcomes within defined constraints;
  - (ii) Provides specialist technical advice;
  - (iii) Freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;
  - (iv) Solutions to problems generally found in precedents, guidelines or instructions;
  - (v) Assistance usually available.

### 2.1.3 *Crisis accommodation worker Level 3*

- (a) Characteristics of the Level:
  - (i) A person employed as an Crisis accommodation worker Level 3 shall work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals;
  - (ii) Employees adhere to established work practices. However, they may be required to exercise initiative and judgement where practices and direction are not clearly defined;
  - (iii) General features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve supervision. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of, or prepare the organisation's budget. Employees at this level will be required to provide expert advice to employees classified at a lower level and volunteers;
  - (iv) Positions at this level demand the application of knowledge, which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor work flows in their area of responsibility;
  - (v) Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and staff;
  - (vi) Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals. Specialists may be required to provide multi-disciplinary advice.

- (b) Responsibilities:

To contribute to the operational objectives of the workplace, a position at this level may include some of the following inputs or those of a similar value:

- (i) Responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;
- (ii) Undertake responsibility for a complex project, including planning, co-ordination, implementation and administration;
- (iii) Assist with the preparation of or prepare organisation or program budgets;
- (iv) Set priorities and monitor work flow in the areas of responsibility;
- (v) Provide expert advice to employees classified at lower levels and/or volunteers;
- (vi) Exercise judgement and initiative where procedures are not clearly defined;

- (vii) Understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- (viii) Monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers' compensation and rehabilitation;
- (ix) Undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas. May exercise responsibility for a specialised area of computing operation;
- (x) Undertake publicity assignments within the framework of the organisation's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total program including media liaison, design and layout of publications/displays and editing;
- (xi) Operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee;
- (xii) Undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;
- (xiii) Plan, co-ordinate, implement and administer the activities and policies which may include preparation of budget;
- (xiv) Develop, plan and supervise the implementation of educational and/or developmental programs for clients or community;
- (xv) Case Management of Clients.

(c) Requirements of the Job:

Some or all of the following are needed to perform work at this level - skills, knowledge, experience, qualifications and/or training:

- (i) Knowledge of organisational programs, policies and activities;
- (ii) Sound discipline knowledge gained through experience;
- (iii) Knowledge of the role of the organisation, its structure and services;
- (iv) The prerequisites for entry to this level would be:
  - Relevant Degree with relevant experience; or
  - Associate Diploma with substantial experience; or
  - Qualifications in more than one discipline; or
  - Less formal qualifications with specialised skills sufficient to perform at this level; or
  - Attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

(d) Organisational Relationships:

Supervise other employees and/or volunteers.

(e) Extent of authority

- (i) Exercise a degree of autonomy;
- (ii) Control projects and/or programs;
- (iii) Set outcomes for lower classified staff;
- (iv) Establish priorities and monitor work flow in areas of responsibility;

- (v) Solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

#### 2.1.4 *Crisis accommodation worker Level 4*

##### (a) Characteristics of the Level

- (i) A person employed as an Crisis accommodation worker Level 4 shall operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed;
- (ii) General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/ or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation or a section thereof, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation;
- (iii) Positions at this level will require responsibility for decision-making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation;
- (iv) Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs or activities. Positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision-making; the exercise of judgement; delegated authority; and the provision of expert advice;
- (v) Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices;
- (vi) Graduates required to perform duties relevant to their qualification and undertake work related to the responsibilities under this level shall commence at no lower than Paypoint 2.

##### (b) Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- (i) Undertake significant projects and/or functions involving the use of analytical skills;
- (ii) Undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;
- (iii) Exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi-specialist operation; provide advice on matters of complexity within the work area and/or specialised area;
- (iv) Undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgement; provide advice on policy matters and contribute to their development;
- (v) Negotiate on matters of significance within the organisation with other bodies and/or members of the public;
- (vi) Control and co-ordinate a work area or a larger organisation within budgetary constraints;
- (vii) Exercise autonomy in establishing the operation of the work area;

- (viii) Plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;
- (ix) Provide a consultancy service for a range of activities and/or to a wide range of clients;
- (x) Where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:
  - Provide support to a range of activities or programs;
  - Control and co-ordinate projects;
  - Contribute to the development of new procedures and methodology;
  - Provide expert advice and assistance relevant to the work area;
  - Supervise/manage the operation of a work area and monitor work outcomes;
  - Supervise on occasions other specialised staff;
  - Supervise/manage the operation of a discrete element which is part of a larger organisation;
  - Provide consultancy services for a range of activities.

(c) Requirements of the job:

Some or all of the following are needed to perform work at this level - skills, knowledge, experience, qualifications and/or training:

- (i) Comprehensive knowledge of organisation policies and procedures;
- (ii) Specialist skills and/or supervision/management abilities exercised within a multi-disciplinary or major single function operation;
- (iii) Specialist knowledge gained through experience, training or education;
- (iv) Appreciation of the long term goals of the organisation;
- (v) Detailed knowledge of program activities and work practices relevant to the work area;
- (vi) Knowledge of organisation structures and functions;
- (vii) Comprehensive knowledge of requirements relevant to the discipline;
- (viii) The prerequisites for entry to this level would be:
  - Degree with substantial experience; or
  - Post Graduate qualification; or
  - Associate Diploma with substantial experience;
  - Attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level;

(d) Organisational relationships:

Works under limited direction from senior employees of the Committee of Management or Board;

- (i) Manage a work area or medium to large organisation or multi-worksite organisation;
- (ii) Has significant delegated authority; selection of methods and techniques based on sound judgement;
- (iii) Manage significant projects and/or functions;
- (iv) Solutions to problems can generally be found in documented techniques, precedents, or instructions; advice available on complies or unusual matters.

(e) Extent of authority

- (i) Exercise a degree of autonomy;
- (ii) May manage a work area or medium to large organisation or multi-worksite organisation;
- (iii) Has significant delegated authority; selection of methods and techniques based on sound judgement;

- (iv) Manage significant projects and/or functions;
- (v) Solutions to problems can generally be found in documented techniques, precedents, or instructions; advice available on complex or unusual matters.

### 3.1 Wages

3.1.1 Subject to this Award, the following rates of pay per annum are the minimum to be paid to employees in respect of their classification level:

(a) Crisis accommodation worker Category A

Classification	1 September 2010 per annum \$	10 January 2011 per annum \$	11 July 2011 per annum \$
Level 1			
Paypoint 1	44,204	44,204	45,353
Paypoint 2	45,450	45,450	47,427
Paypoint 3	46,697	46,697	48,434
Paypoint 4	47,947	47,947	49,975
Level 2			
Paypoint 1	49,193	51,161	53,105
Paypoint 2	50,443	52,461	54,114
Paypoint 3	51,689	53,757	56,176
Paypoint 4	52,818	54,931	57,732
Level 3			
Paypoint 1	56,123	58,368	60,761
Paypoint 2	57,296	59,288	62,341
Paypoint 3	58,593	60,937	63,874
Level 4			
Paypoint 1	64,231	68,085	71,850
Paypoint 2	65,625	69,563	72,930
Paypoint 3	67,018	71,039	74,023



N.B: The rates for Crisis accommodation worker Level 4 include the 7.5% loading payable under the Award.

(b) Crisis accommodation worker Category B

Classification	1 September 2010 per annum \$	10 January 2011 per annum \$	11 July 2011 per annum \$
Level 1			
Paypoint 1	48,007	48,007	49,255
Paypoint 2	49,365	49,365	51,512
Paypoint 3	50,725	50,725	52,612
Paypoint 4	52,086	52,086	54,289
Level 2			
Paypoint 1	53,445	55,583	57,695
Paypoint 2	54,807	56,999	58,794
Paypoint 3	56,165	58,412	61,041
Paypoint 4	57,396	59,692	62,736



Classification	1 September 2010 per annum \$	10 January 2011 per annum \$	11 July 2011 per annum \$
Level 3			
Paypoint 1	60,996	63,436	66,081
Paypoint 2	62,274	64,765	67,757
Paypoint 3	63,687	66,234	69,426

N.B: (1) Category B rates include all penalties except overtime and public holiday and apply to those workers defined at clause 1.1.1 of this schedule, as a continuous shift worker.

(2) From 1 July 2010, and applied each 1 July until 2015, following any State Wage Case decision of the previous year, an additional Equal Remuneration Component (ERC) of 1% of the rate payable is to be included in the overall wage rate and paid for all purposes. Wage rates published from 1 July 2010 will include and assume the addition of the ERC. This ERC is additional to Award rate changes effected by a State Wage Case.

(3) 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.

3.1.2 The weekly rate of pay is calculated by dividing the current rate of pay per annum by 52.1667.

3.1.3 A loading of 7.5% is incorporated into the rate payable to level 4 employees in lieu of Part 6 and clauses 5.3.3, 5.3.4 and 5.3.6 of this Award and clause 4.1 and 5.1 of this Schedule:

Provided that the overall terms and conditions of employment for such employees are no less favourable than the provisions of this Award taken as a whole.

#### **4.1 Hours of work**

4.1.1 Subject to clause 6.2 of the Award (Method of working the 38 hour week), the ordinary hours of work shall be an average of 38 per week, to be worked on the following basis:

- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
- (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (d) 152 hours within a work cycle not exceeding 28 consecutive days.

4.1.2 The ordinary hours of work prescribed herein shall be worked on any 5 consecutive days in the week Monday to Sunday inclusive between the hours of 6.00am and 8.00pm.

4.1.3 The ordinary hours of work prescribed herein shall be worked within a designated spread of 12 hours, except for meal breaks. The spread of hours prescribed may be altered as to all or a group of employees provided there is agreement between the employer and the majority of employees directly affected.

4.1.4 The ordinary starting and finishing times of an employee or employers may be staggered, provided that there is agreement between the employee and the majority of employees directly affected. Further, the designated 12 hour spread may be varied subject to there being an agreement between the employer and the employee directly affected.

4.1.5 The ordinary hours of work prescribed therein shall not exceed 10 hours on any day.

4.1.6 Full-time and part-time employees shall be rostered to work up to 10 out of each 14 day cycle. Within each 14 day cycle an employee will be given 4 days off of which no less than 2 whole days shall be consecutive:

- (a) 2 periods comprising 2 days each; or
- (b) 3 consecutive days and one day to stand alone; or
- (c) One period of 4 consecutive days.

4.1.7 Where no agreement can be reached between the employer and employee, the employee shall be entitled to 2 days off in each week.

## **4.2 Flexible ordinary hours penalty - Category A Employee**

### *4.2.1 Late work allowance*

- (a) All employees, other than shift workers, shall be paid a penalty of 20% on their ordinary rate of pay for the ordinary hours of work performed beyond their spread of hours and up to 12.00 midnight Monday to Friday inclusive; and
- (b) All employees, other than shift workers, shall be paid a loading of 35% on their ordinary rate of pay for the ordinary hours of work performed between the hours of 12.00 midnight and the commencement of their spread of hours between midnight on Sunday and their designated start time on Friday.

### *4.2.2 Penalty for week-end work*

All ordinary time worked between midnight Friday and midnight Saturday shall be paid at time and a-half and between midnight Saturday and midnight Sunday time and three-quarters.

## **5.1 Shift work**

5.1.1 Evening and night shift workers shall be paid at the following rates:

- (a) Evening shift - 12.5%
- (b) Night shift - 15.0%

This extra shift penalty shall not apply to shift work performed on Saturday, Sunday or a public holiday where extra payments apply for week-end work in accordance with clause 6.8 and clause 7.8 of the Award.

### *5.1.2 Evening shift allowance to be paid after sleepover*

- (a) Where an employee who works an evening shift continues on to perform a sleepover and is then required to perform work between 6.00am or if agreed a time earlier than 6.00am to 9.00am, shall be paid the evening shift allowance for the time worked between 6.00am, or earlier and 9.00am, in addition to the sleepover allowance.
- (b) The employee should be relieved of duties no later than 9.00am.

## **6.1 Annual leave**

### *6.1.1 Period of leave*

- (a) A full-time or part-time employee under this Award is entitled to a period of 28 consecutive days leave, including non-working days, (i.e. 4 weeks) after each 12 months service (less the period of annual leave) with an employer.
- (b) An employer may reach agreement with the majority of employees concerned to convert the entitlements in 6.1.1(a) or clause 6.1.2 to an hourly entitlement (i.e. 152 hours or 190 hours respectively for a full-time employee) for administrative ease.
- (c) The annual leave for full-time and part-time employees accrues at a rate of 2.923 hours for each 38 ordinary hours worked.

(d) Casual employees are not entitled to annual leave.

#### 6.1.2 *Additional leave for 7 day shift workers*

In addition to leave provided for in clause 6.1.1, shift workers, that is shift workers who are rostered to work over 7 days of the week, shall be allowed 7 consecutive days leave including non-working days.

Where an employee with 12 months continuous service is engaged for part of the 12 monthly period as a 7 day shift worker, that employee is entitled to have the period of leave prescribed in clause 6.1.1 increased by half a day for each month they are continuously engaged as a 7 day shift worker.

#### 6.1.3 *Payment for period of annual leave*

Subject to clause 6.1.2 employees, before going on leave, are to be paid the wages they would have received in respect of the ordinary time they would have worked had they not been on leave during the relevant period. This amount shall be calculated as follows:

- (a) The wages to be paid must be worked out on the basis of what the employee would have been paid under this Award for working ordinary hours during the period of leave, including allowances, loadings and penalties paid for all purposes of the Award, and any other wages payable under the employee's contract of employment including any over award payment.
- (b) The employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

#### 6.1.4 *Loading on annual leave*

- (a) During a period of annual leave an employee will receive a loading calculated on the rate of wage prescribed by clause 3.1.
- (b) The loading shall be as follows:
  - (i) Day workers - employees who would have worked on day work only had they not been on leave - a loading of 17.5% or the relevant week-end penalty rates, whichever is greater but not both.
  - (ii) Shift workers - employees who would have worked on shift work had they not been on leave - a loading of 17.5% or the shift loading (including relevant week-end penalty rates) whichever is the greater but not both.
- (c) The loading prescribed by clause 6.2 does not apply to:
  - (i) Proportionate leave on termination; and
  - (ii) Where any period or periods of annual leave exceed 5 weeks in case of employees employed in a calling where shifts are worked over a period of 7 days per week; or 4 weeks in any other case.

#### 6.1.5 *How to calculate the leave entitlement*

- (a) Except for the following, any absences from work are not to be taken into account and will not count as time worked in calculating the leave entitlement:
  - (i) In a 12 month period the employee is entitled to have off up to 152 ordinary working hours because of sickness or accident and this will be counted as time worked (i.e. worker's compensation leave, paid sick leave, paid carers leave);
  - (ii) Long service leave, annual leave, public holidays, paid bereavement leave, paid training leave and jury service taken by an employee will count as time worked;
  - (iii) Any interruption or termination of the employment by the employer which has been made with the intention of avoiding obligations under this clause.
- (b) Absences from work which do not count as time worked in calculating the leave entitlement but do not break continuity of service for the purposes of this Award include:
  - (i) Any absences with reasonable cause, proof of which shall be upon the employee;

(ii) Any leave without pay taken with the agreement of the employer.

(iii) Parental leave.

6.1.6 Where a business is transmitted from one employer to another, as set out in clause 4.10.8 of the Award, the period of continuous service that the employee had with the transmitter or any prior transmitter shall be deemed to be service with the transferee and taken into account when calculating annual leave. However an employee shall not be entitled to leave or payment in lieu for any period in respect of which leave has been taken or paid for.

6.1.7 *Public holidays falling in a period of leave*

(a) If any public holiday prescribed by clause 7.8 of the Award falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there must be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if the day had not been a holiday.

(b) Where a holiday or holidays falls in a period of annual leave and the employee fails, without reasonable cause, to attend for work at the employee's ordinary starting time on the working day immediately following the last day of the period of annual leave, the employee shall not be entitled to be paid for the holiday or holidays.

6.1.8 *Annual leave in one or more separate periods*

(a) Annual leave is to be given by the employer and taken by the employee in up to 4 separate periods.

(b) If the employer and an employee so agree the annual leave entitlement may be given and taken in more than 4 separate periods including up to a maximum of 10 single days.

However, one period of annual leave must be of at least 7 consecutive days, including non-working days.

6.1.9 *Leave is to be taken*

The annual leave provided by clause 6.1 must be taken as leave and except as provided by clause 6.1.1(a) and clause 6.1.1(b) payment will not be made or accepted in lieu of annual leave.

6.1.10 *Time of taking leave*

(a) Annual leave shall be given at a time fixed by the employer within a period not exceeding 6 months from the date when the right to leave accrued.

(b) An employer can require an employee to take annual leave by giving not less than 4 weeks' notice of the time when such leave is to be taken.

(c) By agreement between an employer and an employee, annual leave may be taken at any time provided it is done within 2 years from the date when the right to leave accrued.

6.1.11 *Leave allowed before due date*

(a) An employer may allow an employee to take annual leave either wholly or partly in advance before the leave becomes due. In such case, a further period of annual leave will not commence to accrue until after the expiration of the 12 months in respect of which the annual leave or part of it had been taken before it accrued. Approval of any application for advance leave will be subject to the employer's convenience and will not unreasonably affect the operation of the facility concerned, but will not be unreasonably withheld.

(b) Where annual leave or part of it has been granted before the leave is due, and the employee subsequently leaves or is discharged from the service of the employer before completing the required 12 months continuous service and the amount paid by the employer to the employee for the annual leave or part so taken in advance exceeds the amount which the employer is required to pay to the employee under clause 6.1.11, the employer will not be liable to make any payment to the employee under clause 6.1.11 and is entitled to deduct the amount of excess from any remuneration payable to the employee upon the termination of employment.

6.1.12 *Proportionate leave on termination*

An employee other than a casual who:

- (a) after one week's continuous service in the first qualifying 12 monthly period with an employer, lawfully leaves the employment of the employer, or is terminated by the employer through no fault of the employee; or
- (b) after 12 months continuous service with an employer, leaves the employment of the employer or is terminated by the employer for any reason,

shall be paid 2.923 hours for each 38 ordinary hours worked and in respect of which leave had not been granted under this clause at the appropriate rate of wage calculated in accordance with clause 3 of this Schedule.

Dated 19 September 2008.

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

Operative Date: 3 November 2008  
Repeal and New Award - Queensland Community Services  
and Crisis Assistance Award - State 2008  
Released: 16 October 2008