

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**QUEENSLAND INVESTMENT CORPORATION - CLERICAL
AND ADMINISTRATIVE EMPLOYEES' AWARD - 2003**

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Queensland Investment Corporation - Clerical and Administrative Employees' Award - State 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Queensland Investment Corporation - Clerical and Administrative Employees' Award - State 2003 as at 1 September 2010.

Dated 1 November 2010.

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

**QUEENSLAND INVESTMENT CORPORATION - CLERICAL
AND ADMINISTRATIVE EMPLOYEES' AWARD - 2003**

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Queensland Investment Corporation - Clerical and Administrative Employees' Award - State 2003.

1.2 Arrangement

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No provisions inserted in this Award relevant to this Part.

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1.3 Award coverage

This Award applies to Clerical and Administrative Employees of Queensland Investment Corporation employed in the State of Queensland whose salaries or rates of pay are fixed by this Award, and to Queensland Investment Corporation as employer in relation to those employees.

1.4 Date of operation

This Award takes effect from 18 August 2003.

1.5 Parties bound

This Award is legally binding upon the employees specified in clause 1.3, Queensland Investment Corporation and the Queensland Public Sector Union of Employees and its members.

1.6 Definitions

- 1.6.1 "Act" means the Industrial Relations Act 1999 , as amended or replaced from time to time.
- 1.6.2 "Clerical and Administrative Employees of Queensland Investment Corporation" are those employees, allocated as such by the Corporation, whose positions cover a range of clerical and administrative positions, and:
- (a) are principally employed in the pursuit or vocation of writing, providing routine information including general reception and telephonist information, engrossing, typing, word processing, data input or calculating, whether by ordinary means or by means of any process calculated to achieve a like result; and/or invoicing, receipting, billing, charging, checking or otherwise dealing with records, writings and correspondence;
 - (b) do not require professional/tertiary qualifications;
 - (c) do not require decision-making interface with financial markets; and
 - (d) are not responsible for policy determination.
- 1.6.3 "Commission" means the Queensland Industrial Relations Commission.
- 1.6.4 "Corporation" means Queensland Investment Corporation.
- 1.6.5 "Office" means the position within the Corporation.
- 1.6.6 "Staff Committee" means a committee of the Board of the Corporation with powers in relation to industrial relations or staffing matters, as delegated by the Board.
- 1.6.7 "Union" means the Queensland Public Sector Union of Employees.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in 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 and facilitative provisions

The Corporation is committed to developing consultative mechanisms involving all employees. These consultative processes will allow employees to participate in determining new employment conditions or the amendment of existing conditions. Consultation will be by representation of the majority of employees directly affected through the Staff Committee and by agreement between those employees and the Corporation. The following conditions will apply:

- 3.1.1 Conditions may be negotiated between Management and employees who are directly affected by such proposals or between Management and the Union elected by employees to represent them.
- 3.1.2 Facilitative award provisions may be implemented only by agreement.
- 3.1.3 Agreement is defined as obtaining the consent of greater than 50% of employees directly affected.
- 3.1.4 All employees affected shall be consulted.
- 3.1.5 Any agreement reached shall be documented and shall incorporate a review period.
- 3.1.6 Where the agreement relates to the working of ordinary hours, the Union is to be notified in writing at least one week in advance of agreement being sought from employees.

3.2 Grievance and dispute settling procedures

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 listed in clause 3.2.2, the matter shall, in the case of a member of the 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 employer's 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, 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 Contract of employment

- 4.1.1 The Corporation and employees shall provide at least 2 weeks' notice of termination of employment or the equivalent of 2 weeks' salary allowed or forfeited in lieu thereof, except in the case of redundancy or a casual employee.
- 4.1.2 Clause 4.1.1 does not apply in the case of misconduct, dishonesty or incompetence, in which case an employee shall be subject to summary dismissal and only entitled to salary and all other monies due up to the time of such dismissal.
- 4.1.3 The Corporation may not offset notice of termination against any period of annual leave or part thereof.

4.2 Casual employees

- 4.2.1 A casual employee is an employee who is engaged as such and is paid on an hourly basis to work for less than the ordinary weekly working hours of a full-time employee.

- 4.2.2 A casual employee shall be paid 23% in addition to the ordinary Award rates of pay for the class of work upon which such employee is engaged.
- 4.2.3 Each engagement of a casual employee shall stand alone, with a minimum payment as for 2 hours' work made in respect to each engagement. Where applicable, a casual employee shall be further entitled to the provisions of overtime as set out in clause 6.4.
- 4.2.4 A casual employee is entitled to payment of any applicable Award allowances, based *pro rata* on the number of ordinary hours worked relative to the ordinary hours provided in this Award for a full-time employee.
- 4.2.5 Subject to the provisions of the Act relating to casual employees, and except in accordance with clause 4.2, a casual employee shall not be entitled to any other Award provision.

4.3 Part-time employees

- 4.3.1 A part-time employee is an employee who is engaged as such to work regular hours and whose ordinary daily working hours are worked continuously inclusive or exclusive of meal times according to operational requirements.
- 4.3.2 The spread of ordinary working hours for a part-time employee shall be the same as those prescribed for a full-time employee under this Award.
- 4.3.3 The number of ordinary working hours in any one fortnight shall not exceed a total of 60 hours. The ordinary daily working hours shall be worked continuously, excluding meal break, and shall not be less than 4 hours, or more than 8 hours per day.
- 4.3.4 If a part-time employee works more than 30 hours per work week averaged over a fortnightly pay period, the employee will be paid overtime payments for the hours worked exceeding these 30 hours, in accordance with the overtime provisions in clause 6.4.
- 4.3.5 A part-time employee shall be paid an hourly rate being equal to the weekly salary of a full-time employee performing duties of the same grade, divided by 36.25 hours. A part-time employee shall also be entitled to any allowances applicable based *pro rata* on the number of ordinary hours worked relative to the ordinary full-time hours provided in this Award for a full-time employee, calculated by dividing the average number of ordinary hours worked each week, by 36.25 hours.
- 4.3.6 The public holiday provisions of clause 7.6 shall apply, provided that where a projected roster shows that a part-time employee is due to work on a day of the week on which a public holiday falls, and the employee is not required to work on that day, then the employee shall be paid for the hours which would otherwise have been worked on that day.
- 4.3.7 Subject to clause 4.3, all other provisions of this Award applicable to a full-time employee shall apply *pro rata* to a part-time employee, on the basis of the number of ordinary hours worked relative to the ordinary hours provided in this Award for a full-time employee.

4.4 Anti-discrimination

- 4.4.1 It is the intention of the parties to this Award to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:
- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade Union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of the above attributes;
 - (b) sexual harassment; and,
 - (c) racial and religious vilification.
- 4.4.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause in clause 3.2, the parties to the Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.4.3 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.
- 4.4.4 Nothing in clause 4.4 is to be taken to affect:

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

4.5 Termination of employment

4.5.1 Statement of employment

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

4.5.2 Termination by employer

- (a) In order to terminate the employment of an employee the employer shall give the following notice:

Period of Continuous Service	Period of Notice
up to the completion of 3 years	2 weeks
more than 3 years, but not more than 5 years	3 weeks
more than 5 years	4 weeks

- (b) In addition to the notice in clause 4.5.2(a), employees 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.

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

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

- (d) In calculating any payment in lieu of notice, the ordinary time rate of pay for the employee concerned shall be used.
- (e) The period of notice in clause 4.5.2 shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of casual or seasonal employees, employees on daily hire or employees engaged for a specific period of time or for a specific task or tasks.

4.5.3 Time off during notice period

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

4.6 Introduction of changes

4.6.1 Employers duty to notify

- (a) Where an employer has made a definite decision to introduce major 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 their Union.
- (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.

4.6.2 Employer's duty to discuss change

- (a) The employer shall discuss with the employees affected and their Union, *inter alia*, the introduction of the changes referred to, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees.

- (b) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 4.6.1.
- (c) For the purpose of such discussion, the employer shall provide in writing to the employees concerned and their Union, 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 inimical to the employer's interests.

4.7 Redundancy

4.7.1 Discussions before terminations

- (a) 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 this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and where relevant, their Union.
- (b) The discussions shall take place as soon as it is practicable after the employer has made a definite decision which will invoke the provisions of clause 4.7.1(a), and shall cover *inter alia*, the reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate the adverse effects of any terminations of the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their Union, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.7.2 Transfer to lower paid duties

Where an employee is transferred to other duties for reasons set out in clause 4.7.1, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to, pursuant to clause 4.5.2, 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 time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

4.7.3 Transmission of business

- (a) Where a business is, whether before or after the date of this Award, transmitted from an employer (the "transmittor") to another employer (the "transmittee"), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) "Business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

4.7.4 Time off during notice period

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

purpose a statutory declaration will be sufficient.

4.7.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.7.1, the employer shall notify Centrelink thereof as soon as possible, giving relevant information including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

4.7.6 *Severance pay*

In addition to the period of notice prescribed for ordinary termination in clause 4.5.2, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.7.1 shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay
1 year or less	nil
1 year and up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and over	8 weeks' pay

"Weeks' pay" means the ordinary time rate of pay for the employee concerned.

4.7.7 *Superannuation benefits*

Subject to further order of the Commission, where an employee who is terminated receives a benefit from a superannuation scheme, such employee shall only receive under clause 4.7.6 the difference between the severance pay specified in that clause and the amount of the superannuation benefit such employee receives which is attributable to employer contributions only. If this superannuation benefit is greater than the amount due under clause 4.7.6 then the employee shall receive no payment under that clause.

4.7.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.7.1 may terminate such employment during the period of notice specified in clause 4.5.2 and, if so, shall be entitled to the same benefits and payments under clause 4.7 had such employee remained with the employer until the expiry of such notice:

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

4.7.9 *Alternative employment*

An employer, in a particular 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.

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

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

4.7.11 *Employees exempted*

Clause 4.7 does not apply:

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

4.7.12 *Employers exempted*

Subject to an order of the Commission in a particular redundancy case, clause 4.7 shall not apply to employers who employ less than 15 people.

4.7.13 Incapacity to pay

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

4.8 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.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Remuneration

5.1.1 Basis for determining the annual remuneration of an employee:

- (a) Positions are categorised into 4 work level groupings with the following cash salary ranges attached to each work level grouping;

Level	Award Salary Range \$
1	20,654- 23,626
2	33,207- 38,639
3	40,462- 43,689
4	45,771- 49,071

- (b) Every employee upon attaining the age of 21 years shall be paid except on promotion or otherwise the prescribed minimum salary level 2.

5.1.2 Level 1 - General Work Statement

Remuneration Range	20,654- 23,626
Midpoint	22,140

(a) Work level description

Work at this level usually involves a combination of keyboard, clerical and other duties requiring the application of basic office skills and routines.

(b) Characteristics of the work

- (i) Performed under close direction using established routines, methods and procedures with little scope for deviating from these.
- (ii) Problems can usually be solved by reference to procedures, well documented methods and instructions. Initially direct guidance is given when problems arise. Ready access to advice and assistance is available.
- (iii) The work may involve giving technical and procedural advice to other staff (for example relating to the operation of office equipment used in the work area). It may require the acquisition of knowledge and specific procedures, instructions, regulations or other requirements relating to general administration (eg, personnel or finance operations) and/or specific departmental programs and activities.
- (iv) Work at this level does not include supervisory responsibilities although more experienced staff may assist new staff by providing guidance and advice.
- (v) As individual employees develop more experience and knowledge they will be required to exercise greater judgement and make decisions in their allocated duties, although these will be confined by instruction, established practices and procedures of written guidelines.

(c) Duties and skills

Work at this level may progressively involve an employee in a range of activities requiring the use of written and numeric skills (eg, keyboard) and other work skills appropriate to the discipline. These skills should be readily transferable between organisations.

- (d) Entry to this level is either by commencement of a traineeship or through selection based on standardised vocational testing.

5.1.3 *Level 2 - General Work Statement*

Remuneration Range 33,207- 38,639

Midpoint 36,027

(a) Work level description

- (i) Work at this level usually encompasses a range of combination of administrative activities and operations which require the application of skills and experience in administrative/clerical work and a general knowledge of the work to be performed.
- (ii) The work will involve achieving clearly defined and established outcomes and/or basic problem solving within guidelines and contributing knowledge or skills or information specific to the work of the Corporation.

(b) Characteristics of the work

- (i) Work is usually performed under close supervision and may involve undertaking a range of duties requiring judgement, liaison and communication within the Corporation and with other interested parties.
- (ii) The solution of problems may require the exercising of basic judgement, although knowledge required to perform work is usually related to precedents, guidelines, procedures, regulations and instructions from senior staff. It may require some knowledge and application of specific procedures, instructions, regulations or other requirements relating to general administration and activities.
- (iii) Work at this level does not include supervisory responsibilities although more experienced staff may assist new staff by providing guidance and advice.

(c) Duties and skills

- (i) Knowledge required to perform work is usually related to guidelines, instructions and procedures relevant to the function of the level.
- (ii) Familiarity with the functions of related work areas and of relationships between organisational elements may be required.
- (iii) At this level, basic resolution of problems by reference to established procedures may be required.
- (iv) Work at this level may involve an employee in a range of activities requiring the use of written and numeric skills, clerical skills, written and verbal communication, equipment skills (eg. keyboard) and other work skills appropriate to the discipline. These skills should be readily transferable between organisations.

- (d) The minimum skills required for entry to this level are as defined in the traineeship curriculum or through standardised vocational testing.

5.1.4 *Level 3 - General Work Statement*

Remuneration Range 40,462- 43,689

Midpoint 42,076

(a) Work level description

- (i) Work at this level usually requires relevant experience combined with a broad knowledge of the Corporation's functions and activities and a sound knowledge of the major activity performed within the work area. The work may include preparing preliminary reports, papers and correspondence which

usually relate to a specific organisational function or discipline, providing or interpreting information for clients or other interested parties and general administrative support to senior officers.

- (ii) Supervisory responsibilities may involve some complex operational work and may involve assisting with, or reviewing the work undertaken by, subordinates or team members.
- (iii) Scope exists for exercising initiative in the application of established work practices and procedures although this level may require expertise to resolve issues within a day-to-day environment for which there may not be clearly established procedures.
- (iv) Effective judgement and work organisation skills are required which have been acquired through previous experience, demonstrated capacity or post secondary education or partial completion of same.

(b) Characteristics of the work

- (i) Work is usually performed under general direction and may involve preparing papers, briefing notes, correspondence or other written material.
- (ii) Decisions made or delegations exercised at this level may have an impact on the relevant Corporation's operations, but are normally of limited procedural or administrative importance.
- (iii) Work at this level may include responsibility for training, involvement in working with staff to develop work performance, planning and co-ordinating tasks and work flow.

(c) Duties and skills

- (i) Work at this level requires a sound knowledge of the activities usually performed within the work area and their impact upon the activities of other organisations.
- (ii) Supervisory responsibilities include on-the-job training and staff assessment and performance counselling in relation to the work area. This level usually requires the application of personnel-related function such as orientation of staff, staff attendance and recommendation of leave arrangements, written and verbal communication, interpretation and liaison skills to solve basic problems together with interpersonal skills to deal with non-routine matters and analytical abilities appropriate to the work area.

5.1.5 *Level 4 - General Work Statement*

Remuneration Range 45,771- 49,071

Midpoint 47,422

(a) Work level description

- (i) Work at this level is usually performed in relation to established priorities, task methodology and work practices to achieve results in line with the corporate goals of the Corporation.
- (ii) The work may include preparing papers and reports, drafting complex correspondence for senior officers, undertaking activities of a specialist or detailed nature, assisting in the preparation of procedural guidelines, providing, interpreting and analysing information for clients or other interested parties, exercising specific process responsibilities and overseeing and co-ordinating the work of subordinate staff.
- (iii) Work at this level includes supervision of a work group, or small work area or Office within the total organisational structure, and co-ordination of a range of Corporation functions.

(b) Characteristics of the work

- (i) Work is performed under general direction as to work priorities and may be of a technical or professional, project, procedural or processing nature, or a combination of these.
- (ii) Direction exercised over work performed at this level may be less direct than at lower levels and is usually related to task methodologies and work practices. Staff would be expected to set priorities and to monitor work flow in the area of responsibility.
- (iii) The work at this level requires the application of knowledge usually gained through previous experience in the discipline or from post secondary or tertiary study. The work may require the co-ordination of a range of Corporation functions and the exercising of judgment and/or delegated authority in areas where

precedents or procedures are not clearly defined.

- (iv) Independent action may be exercised at this level, particularly in Local Office situations, for example, developing local procedures, management strategies and guidelines.
- (v) Any decisions taken or delegations exercised would be limited by the application of rules, regulations, guidelines or procedures.
- (vi) The extent of supervisory responsibility would depend on the operational work of the area and the factors such as work priorities, complexity of the work and the number of subordinate staff.

(c) Duties and skills

- (i) Work performed at this level will require the ability to supervise staff, set priorities, monitor work flow and develop local strategies or work practices.
- (ii) This may include responsibility for the development of appropriate training programs related to group development, application of equal employment opportunity, industrial relations principles and an awareness of occupational health and safety guidelines and principles. Staff assessment and counselling may involve providing advice in relation to personal and career development relating to work requirements.
- (iii) Liaison and communication skills and the capacity to negotiate may be required, particularly for activities involving liaison or communication with clients or other interested groups.
- (iv) Work at this level requires thorough knowledge of the Corporation's operations, combined with a specialist knowledge of major activities within the work area.
- (v) In program, activity or service delivery areas, staff should have the knowledge to interpret and apply standard policies, specific procedures and regulations or other guideline material to specific situations. They should be able to disseminate information about the Corporation's operations particularly in relation to policy aspects or program, activity or service delivery to clients.
- (vi) Work at this level may require the ability to investigate, interpret or evaluate information where legislation, regulations, instructions or procedural guidelines do not give adequate or specific answers.

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

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

5.2 Factors relevant to remuneration

- 5.2.1 Movement within levels will be subject to individual performance, conduct, diligence and efficiency and will be subject to review not less frequently than annually.
- 5.2.2 Movement between levels will be merit based having regard to an employee's capacity to undertake duties and skills consistent with those set out in the generic work level statements in clause 5.1.
- 5.2.3 The remuneration structure is both position and person based. Positions are allocated to work levels based on their work value assessment.
- 5.2.4 The general work level statements at clause 5.1 indicate the level of basic knowledge, comprehension of issues, problems and procedures, level of supervision required and the level of responsibility/accountability of the position that characteristically apply to each work level.
- 5.2.5 The work value of a position is assessed by job evaluation using an agreed job evaluation methodology. Work value includes job content, position related skills and knowledge required, size and complexity, diversity, impact, and strategic importance to the organisation.
- 5.2.6 A salary range is attached to each work level grouping. The salary range is determined by taking benchmark

positions (representative of each occupational grouping covered by this Award) within these work level groupings and pricing them in the commercial and public sector labour markets using survey data taken from a stable comparative sample of related work level groupings.

- 5.2.7 An employee is allocated to a point in the salary range attached to their position's work level grouping, based on individual competence and performance.
- 5.2.8 Individual competence refers to the combination of skills, knowledge, experience, capabilities and personal characteristics which a person applies in performing a job.
- 5.2.9 Individual performance refers to demonstrated performance in meeting objectives and personal contribution to team and corporate performance.
- 5.2.10 In determining the salary point within the cash salary range of the relevant work level, the following principles will apply:
- (a) A fully competent employee will be positioned around the midpoint of the cash salary range.
 - (b) Developing or less experienced/competent employees will be paid between the minimum and the midpoint salary, in the cash salary range.
 - (c) Very experienced, competent performers will generally be paid between the midpoint salary and the maximum salary, in the cash salary range.
- 5.2.11 The procedure for assessing individual performance and competence is as follows:
- (a) Positions are described in terms of outcomes, responsibilities and tasks.
 - (b) Each position description details the particular occupation-specific competencies required to perform each of the responsibilities and tasks (the combination of occupation-specific skills, experience, knowledge, capabilities and personal characteristics that are specific to the job) and the level at which the work is performed, according to the relevant work level statement.
 - (c) Outcomes to be achieved will be negotiated during the performance planning phase of the Performance Management Cycle.
 - (d) Employee's performance assessments will be conducted during the performance review phase of the Performance Management Cycle prior to their salary review.

5.3 Occupational superannuation

- 5.3.1 Employees shall also receive the Corporation's contribution to the QSuper Superannuation Scheme, at the rate prescribed by the Scheme based on the employee's rate of contribution.
- 5.3.2 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.
- 5.3.3 Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
- 5.3.4 A person must not coerce someone else to make an agreement.
- 5.3.5 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 (time and wage records) of the Act.
- 5.3.6 Any dispute arising out of this process will be handled in accordance with the disputes resolution procedure contained in this Award.

5.4 Meal allowances

- 5.4.1 Meal allowances will be payable in the following circumstances, subject to the employee receiving the prior approval of the relevant Division Head.
- 5.4.2 *Monday to Friday*
- (a) Where an employee is required to work more than one hour after 6.00 p.m. Monday to Friday, where no

break is taken.

- (b) Where an employee is required to work more than one hour after 6.00 p.m. Monday to Friday, cannot be reasonably expected to return to the employee's residence for a meal and has an unpaid meal break of at least 45 minutes before the completion of overtime.

5.4.3 *Week-ends or any public holidays*

- (a) Where an employees is required to work for more than 4 hours on a week-end or a public holiday.
- (b) Where an employee is required to continue to work for more than one hour after completing 4 hours on a week-end or public holiday, cannot be reasonably expected to return to the employee's residence for a meal and has an unpaid meal break of at least 45 minutes before the completion of overtime.
- (c) Where an employee is required to continue to work for more than one hour after completing a full shift of 7 hours on a week-end or public holiday, cannot be reasonably expected to return to the employee's residence for a meal and has an unpaid meal break of at least 45 minutes before the completion of overtime.

5.4.4 Meal allowance rates will remain relative to determinations with respect to meal allowances under directives issued under section 34(2) of the *Public Service Act 1996*.

5.4.5 Information regarding meal allowance entitlements will remain available to employees at all times.

5.5 Payment of wages

Salaries shall be paid fortnightly by electronic funds transfer. Payment other than by this method shall be at the discretion of the employer.

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

6.1 Hours of work

- 6.1.1 The ordinary hours of work shall be 36.25 hours within a work cycle of 5 consecutive days, to be worked between the hours of 6.00 a.m. and 6.00 p.m.
- 6.1.2 Alternative arrangements to these ordinary hours of work may be made by mutual agreement between the Corporation and the majority of employees.
- 6.1.3 For the purposes of clause 6.1, neither party shall unreasonably withhold their agreement where the Corporation and/or the majority of employees in any given section/work unit, which also includes the majority of employees in that section/work unit who are covered by this Award, seeks an alternative to the ordinary hours of work to improve the effectiveness and efficiency of the Corporation.

6.2 Meal breaks

All employees shall be allowed a minimum of 30 minutes, and a maximum of 2 hours, for a meal break between the 3rd and the 6th hours of duty, unless otherwise agreed between the employer and the employee.

6.3 Rest pauses

Where practicable, employees shall be entitled to a pause(s) not exceeding a total of 20 minutes per day to be taken at times to suit operational requirements as determined by the employer, unless mutually agreed otherwise by the employer and the employee.

6.4 Overtime

- 6.4.1 Subject to clause 6.6, all authorised overtime worked by employees shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter, provided that all overtime worked on a Sunday shall be paid for at double the ordinary rate.
- 6.4.2 A minimum payment of 2 hours work shall apply to all overtime worked on a Saturday or a Sunday.
- 6.4.3 Employees will be required to work overtime whenever necessary in the opinion of the employer, but 24 hours' notice shall be given, where practicable, to an employee required to work overtime.
- 6.4.4 Overtime shall be calculated to the nearest quarter of an hour in the total amount of time in respect to which overtime is claimed by an employee.

6.4.5 The provisions of clause 6.4 regarding the payment of overtime are subject to section 9(3)(a) and section 9(3)(b) of the Act.

6.5 Fatigue leave

6.5.1 In the unusual circumstance that employees are requested to work particularly long hours due to urgent work or unforeseen circumstances, they shall be entitled to fatigue leave.

6.5.2 Wherever practicable, any additional hours worked shall be so arranged that employees have at least 10 consecutive hours off duty before being required to start work again, after completing the previous duty.

6.5.3 An employee who works so many additional hours after finishing their normal hours of work that they would not have 10 consecutive hours off duty before they are due to begin work again, shall be released from duty, without loss of pay for ordinary working time during this absence.

6.5.4 If on the instruction of the employer, such an employee resumes or continues work without having 10 consecutive hours off duty, the employee shall be paid at a rate of double time until the employee finishes duty and the employee shall then be entitled to be off duty until the employee has had 10 consecutive hours off duty, without loss of pay for ordinary time occurring during such absence.

6.5.5 Provided that clause 6.5.4 shall not apply when the time is worked by arrangement between employees.

6.6 Extra payment for week-end work

Unless by mutual agreement between the employer and the employee, all ordinary time worked between midnight on Friday and midnight on Saturday not being overtime shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter, and between midnight Saturday and midnight Sunday shall be paid for at the rate of double time.

6.7 Rest days

6.7.1 Unless the Corporation and the employee agree otherwise, subject to clause 6.7.2, employees shall be allowed 2 whole consecutive days off in each week.

6.7.2 In lieu of 2 whole days off each week, an employee may be allowed in each fortnightly period:

(a) one day off in one week and 3 consecutive days off in the other week; or

(b) 4 consecutive days off; or

(c) 2 groups of 2 consecutive days off.

6.7.3 2 consecutive days off, one at the end of one week and one at the beginning of the following week may be counted as meeting the requirements of clause 6.7.

6.7.4 If an employee is required to work, such that the requirements of clause 6.7 are not met, the employee will receive overtime payments for the hours worked during their days off, in accordance with clause 6.4.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Every employee (other than a casual employee) is entitled to 4 weeks annual leave on full pay at the end of each year of service.

7.1.2 Annual leave is exclusive of any public holiday which may occur during the period of that annual leave.

7.1.3 Unless otherwise agreed between the employer and the employee, all employees shall have their annual leave entitlement debited by the number of working days between Christmas Day and New Year's Day inclusive when there is a compulsory closure of the establishment, or part of the establishment in which the employee is employed, over the Christmas/New Year period.

7.1.4 Annual leave is to be paid for by the employer in advance:

(a) in the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Award, at that excess rate; and

- (b) in every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.

The entitlement of employees who are officially in a relieving capacity shall be based upon the salary of the employee's appointed classification.

7.1.5 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due, the employee's pay, calculated in accordance with clause 7.1.7, for 4 weeks and also the employee's ordinary pay for any public holiday occurring during such period of 4 weeks. For any periods of service of less than one year, on termination the employer will pay the employee proportionate annual leave for the period.

7.1.6 *Calculation of annual leave pay*

- (a) Annual leave pay (including any proportionate payments) shall be no less than the employee's ordinary wage rate as prescribed by the Award (excluding week-end penalty rates) for the period of annual leave plus a loading of 17 1/2%.

- (b) The 17 1/2 % loading shall not apply to:

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

- (ii) employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.7 Leave shall be given and taken by mutual arrangement between the employer and the employee.

7.1.8 Where leave has been granted to an employee before the leave has accrued due, and the employee subsequently leaves or is discharged from the service of an employer before completing the service in respect of which the leave is granted, the employer may, for each month of the qualifying period not served by the employee, deduct from whatever remuneration is payable upon termination of the employment, 1/12th of the amount of wages paid on account of the annual leave.

7.2 Sick leave

7.2.1 *Entitlement*

- (a) Every employee, except casuals, pieceworkers and school based apprentices and trainees, is entitled to 72.5 hours sick leave for each completed year of service with their employer.

- (b) This entitlement will accrue at the rate of 7.25 hours' sick leave after each 5.2 weeks of service.

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

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

- (e) Part-time employees accrue sick leave on a proportional basis.

7.2.2 *Employee must give notice*

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

7.2.3 *Evidence supporting a claim*

When the employee's absence is for more than 2 days, the employee is required to give the Corporation a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness. If the period of absence does not exceed 3 working days, the Corporation may dispense with the furnishing of medical evidence.

7.2.4 *Accumulated sick leave*

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

- (a) The employee is absent from work on unpaid leave granted by the employer;
- (b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months; or
- (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.

7.2.5 *WorkCover benefits*

Where an employee is in receipt of benefits payable under the *Workers' Compensation and Rehabilitation Act 2003*, the employee is not entitled to payment of sick leave.

7.3 Bereavement leave

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

7.3.2 *Long-term casual employees*

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

7.3.3 "Immediate family" includes:

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

7.3.4 An employee, with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household, or any other person approved by the employer, in Australia, dies and the period of bereavement leave entitlement provided above is insufficient.

7.3.5 An employee is entitled to bereavement leave for the death outside of Australia of an employee's spouse or parent and where the employee travels outside of Australia to attend the funeral. Such leave shall be without deduction of pay for a period not exceeding the number of ordinary hours worked by the employee in 2 ordinary days of work. Proof of such death is to be provided by the employee to the satisfaction of the employer.

7.4 Long service leave

7.4.1 All employees are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of the employee's continuous service and a proportionate amount for a part of an incomplete year.

7.4.2 The minimum period of long service leave which may be granted at any one time is one week and the maximum is 26 weeks.

7.4.3 *Leave debits*

Leave debits will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

7.4.4 *Payment in lieu of leave on resignation, retirement or termination*

- (a) An employee who resigns, retires or terminates their service, and who immediately prior to the effective date of resignation, retirement or termination of service, was entitled to be granted long service leave, shall be

paid in lieu of long service leave.

- (b) This payment in lieu of long service leave shall be a sum equal to salary at the rate the employee was receiving at the date on which the resignation, retirement or termination of service became effective, for the period of long service leave accrued. The period of long service leave accrued is calculated as provided in clause 7.4.1, after deducting any long service leave which has been granted.
- (c) The period for which payment in lieu of long service leave shall be made shall in no case exceed 26 weeks, except in the case of an employee who resigns at any time after the employee turns 55 years of age.
- (d) An employee who has had continuous service for a minimum period of 5 years and who resigns at any time after age 55 years of age, shall be paid in lieu of long service leave, a sum as calculated in clause 7.4.1 on a *pro rata* basis.

7.4.6 *Calculation of periods on termination/retirement or death*

The periods referred to in clause 7.4.5 shall be calculated as provided in clause 7.4.1 in respect of the whole of the employee's continuous service, after deducting from such periods any long service leave previously taken.

7.4.7 Subject to clauses 7.4.5 and 7.4.6, long service leave will only be granted to an employee after completing minimum service with the Corporation of 10 years.

7.5 Family leave

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

7.5.2 It is to be noted that:

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

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

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

7.6 Public holidays

7.6.1 All work done by any employee on:

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

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

7.6.2 *Labour Day*

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

7.6.3 *Annual show*

All work done by employees in a district specified by the Minister by notification published in the *Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday for the annual agricultural, horticultural or industrial show held at the principal city or town, shall be paid for at the rate of double time and a-half with a minimum of 4 hours.

7.6.4 *Double time and a-half*

For the purposes of clause 7.6, where the rate of wages is a weekly rate, "double time and a-half" shall mean one and one-half day's wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

7.6.5 An employee who works on any public holiday, or any day appointed under the *Holidays Act 1983* to be kept in place of any such holiday, can at the employees option, receive instead of the payments otherwise payable:

- (a) time off equivalent to the number of hours worked, with a minimum of half a working day, in lieu of monetary compensation; and
- (b) payment at one and a-half times the ordinary rate for the time worked on the public holiday with a minimum of 4 hours.

7.6.6 Where an employee is entitled to time off in lieu for working on a public holiday, the time off, at the option of the employee, may be added to annual leave or taken within 28 days of the day on which the employee worked.

7.6.7 If time off is to be added to the annual leave of any employee under clause 7.6.6, the time off to be allowed shall not exceed 10 working days in any one year, or 20 working days in the case of an employee who has permitted annual leave to accumulate for 2 years.

7.6.8 *Substitution*

Where mutual agreement exists between the Corporation and the employee concerned and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in clause 7.6.

7.6.9 If an employee is subsequently required to work on a substituted day under clause 7.6.8, the employee shall be paid the rate applicable for the holiday that has been substituted.

7.7 Leave for jury service or court attendance as a witness

An employee summoned to perform jury service or to attend any Court as a witness on behalf of the Crown shall be granted leave:

- 7.7.1 without loss of salary or wage if payment received for performance of the service or attendance is paid to the Corporation; or
- 7.7.2 without salary or wage if the payments received are retained by the employee.

7.8 Illness during leave

Where an employee who has been granted annual leave or long service leave becomes ill during that leave and makes application in writing forwarded by a medical certificate, the Corporation may approve the sick leave being granted in lieu of such annual leave or long service leave, provided that:

- 7.8.1 In the case of annual leave, the period of incapacity is in excess of 3 working days; and
- 7.8.2 In the case of long service leave, the period of incapacity is at least one week.

7.9 Withdrawal of leave

Leave granted to an employee under Part 7 may be withdrawn at any time by the Corporation if the interests of the Corporation so require, provided that at the earliest opportunity convenient to the Corporation, the employee shall be allowed to avail themselves of any leave so withdrawn. Any employee so recalled shall be adequately compensated for additional expenses and loss of fares.

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

No provisions inserted in this Award relevant to this Part.

PART 9 - TRAINING AND RELATED MATTER

9.1 Training clause

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

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

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

No provisions inserted in this Award relevant to this Part.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry procedure

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
 - (i) the authorised industrial officer alerts the 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 employee does not want that employee's record

inspected.

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

11.1.4 *Discussions with employees*

An authorised industrial officer is entitled to discuss with the 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.

Dated 17 June 2003.

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

Operative Date: 18 August 2003