

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

QUEENSLAND RURAL ADJUSTMENT AUTHORITY AWARD - STATE 2003

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

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

Dated 10 December 2009.

G.D. Savill
Industrial Registrar

QUEENSLAND RURAL ADJUSTMENT AUTHORITY AWARD - STATE 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Queensland Rural Adjustment Authority Award - State 2003.

1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 29 September 2003.

1.4 Award coverage

This Award applies to employees of the Queensland Rural Adjustment Authority whose rates of pay are fixed by clause 5.1 of this Award.

1.5 Parties bound

This Award is binding on the Queensland Rural Adjustment Authority and its employees, the Queensland Public Sector Union of Employees and the Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees and those Unions' members.

1.6 Definitions

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

1.6.2 "Commission" means the Queensland Industrial Relations Commission.

1.6.3 "Union" means the Queensland Public Sector Union of Employees or the Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

2.1.2 The consultative processes established in 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 employees 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.

2.2 Procedures to implement facilitative award provisions

2.2.1 Wherever facilitative provisions appear in this Award which allow for determination of the conditions of employment by agreement between the employer and the Union or the employer and the majority of employees affected, the following procedures apply:

- (a) Facilitative award provisions can be negotiated between management and employees who are directly affected by such proposals or between management and the Union(s) depending upon the particular award provisions.
- (b) Employees may be represented by their local Union delegate(s) and have the right to be represented by their local Union official(s).
- (c) Facilitative award provisions can be implemented only by agreement.
- (d) In determining the outcome of facilitative provisions, neither party should unreasonably withhold agreement.
- (e) Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the Union(s), depending upon the particular award provisions.
- (f) Where a provision refers to agreement by the majority of employees affected, all employees directly affected must be consulted as a group. Should the consultation process identify employees with specific concerns which relate to either equity or occupational health and safety issues, such concerns may be catered for on an individual basis subject to operational requirements.
- (g) Any agreement reached must be documented and incorporate a review period.
- (h) Where the agreement relates to either the working of ordinary hours on other than a Monday to Friday basis, the introduction of shift work or change to the shift roster, the relevant Union(s) are to be notified in writing at least one week in advance of agreement being sought.

PART 3 - COMMUNICATION, CONSULTATION, GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES

3.1 Consultative mechanisms and procedures in the workplace

- 3.1.1 At each workplace, consultative mechanisms and procedures will be established comprising representatives of the employer and employees.
- 3.1.2 The particular consultative mechanisms and procedures will be appropriate to the size, structure and needs of the Authority.
- 3.1.3 The purpose of the consultative mechanisms and procedures is to facilitate the efficient operation of the enterprise according to its particular needs.
- 3.1.4 Where an enterprise agreement is reached at the Authority through such consultative mechanisms and procedures and where giving effect to such agreement requires this Award, as it applies at the Authority, to be amended, an application to amend will be made to the Commission. The agreement will be made available in writing, to all employees at the Authority and to any Unions involved.
- 3.1.5 When this Award is amended to give effect to an agreement made pursuant to clause 3.1 the amendment will become a schedule to this Award. The amendment will take precedence over any provision of this Award to the extent of any expressly identified inconsistency.
- 3.1.6 The agreement will:
 - (a) make the enterprise operate more efficiently according to its particular needs; and
 - (b) have the support of the majority of employees who genuinely agree to it provided that:
 - (i) the agreement does not, within reason, disadvantage any of the groups against whom discrimination is prohibited under the *Anti Discrimination Act 1991*; and
 - (ii) the Award amendment necessitated by the agreement meets the requirements of the "no disadvantage" test.

- 3.1.7 The Commission may amend the Award only if it is satisfied that the amendment would not disadvantage the employees who would be affected by the amendment in relation to their employment conditions.
- 3.1.8 An amendment disadvantages employees in relation to their employment conditions only if:
- (a) it would result in the reduction of the employees' entitlements or protection under the Award, another Award or an industrial agreement; and
 - (b) in the context of their employment conditions considered as a whole, the Commission considers that the reduction is against the public interest.

3.2 Employee grievance procedures

- 3.2.1 The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion, to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.

Stage 1: In the first instance the employee will inform such employee's immediate supervisor of the existence of the grievance and they will attempt to solve the grievance. It is recognised that an employee may exercise the right to consult such employee's Union representative during the course of Stage 1.

Stage 2: If the grievance remains unresolved, the employee will refer the grievance to the next in line management ("the manager"). The manager will consult with the parties. The employee may exercise the right to consult or be represented by such employee's Union representative during the course of Stage 2.

Stage 3: If the grievance is still unresolved, the manager will advise the Chief Executive and the aggrieved employee may submit the matter in writing to the Chief Executive of the organisation if such employee wishes to pursue the matter further. If desired by either party, the matter will also be notified to the Union.

- 3.2.2 The Chief Executive will ensure that:

- (a) the aggrieved employee or such employee's Union representative has the opportunity to present all aspects of the grievance;
- (b) the grievance will be investigated in a thorough, fair and impartial manner.

- 3.2.3 The Chief Executive may appoint another person to investigate the grievance. The Chief Executive may consult with the Union in appointing an investigating employee. The appointed person will be other than the employee's supervisor or manager.

- 3.2.4 If the matter is notified to the Union, the investigating employee will consult with the Union during the course of the investigation. The Chief Executive will advise the employee initiating the grievance, such employee's Union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.

- 3.2.5 The Chief Executive may delegate such Chief Executive's grievance resolution powers under clause 3.2 to a nominated representative.

- 3.2.6 The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:

Stage 1	Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure will not extend beyond 7 days.
Stage 2	Not to exceed 7 days.
Stage 3	Not to exceed 14 days.

- 3.2.7 If the grievance is not settled the matter may be referred to the Public Service Commissioner or the Commission by the employee or the Union, as appropriate, in accordance with the respective jurisdictions of the tribunals.

- 3.2.8 Subject to legislation, while the grievance procedure is being followed, normal work is to continue, except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party will be prejudiced as to the final settlement by the continuation of work.
- 3.2.9 Where the grievance involves allegations of sexual harassment, an employee may commence the procedure at Stage 3.

3.3 Prevention and settlement of disputes

- 3.3.1 The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Award, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- 3.3.2 Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party will be prejudiced as to the final settlement by the continuation of work.
- 3.3.3 There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- 3.3.4 In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures will apply:
- (a) the matter is to be discussed by the employee's Union representative and/or the employee(s) concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
 - (b) if the matter is not resolved as per clause 3.3.4(a), it will be referred by the Union representative and/or the employee(s) to the appropriate management representative who will arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days;
 - (c) if the matter remains unresolved it may be referred to the Chief Executive officer or nominee for discussion and appropriate action. This process should not exceed 14 days;
 - (d) if the matter is not resolved then it may be referred by either party to the Commission for conciliation.
- 3.3.5 Nothing contained in this procedure will prevent Unions or the employer from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

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

4.1 Employee duties

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

4.2 Full-time employment

The majority of employees will be engaged on a full-time basis.

4.3 Part-time employment

- 4.3.1 The employer may employ a part-time employee in any classification in this Award.
- 4.3.2 The ordinary spread of hours will be the same as those prescribed for full-time employees in clause 6.1.1.

- 4.3.3 Part-time employees will be employed to work a regular pattern of hours.
- 4.3.4 At the time of engagement the employer and employee will agree in writing on the number of ordinary hours to be worked per week.
- 4.3.5 The agreed number of ordinary hours per week may be amended only by mutual agreement. Any such agreed amendment will be made with the employee/s directly affected and will be recorded in writing.
- 4.3.6 The employer will roster a part-time employee for a minimum of 3 consecutive hours work.
- 4.3.7 A part-time employee is entitled to:
- (a) any applicable allowances based *pro rata* on the number of hours worked in relation to the ordinary full-time hours applicable under this Award;
 - (b) be paid in full any meal allowance incurred in working overtime or motor vehicle allowance subject to clauses 5.9 and 5.11 respectively;
 - (c) annual leave, long service leave, and sick leave on a *pro rata* basis; and
 - (d) the public holiday provision of clause 7.22 of this Award on a *pro rata* basis:
- Provided that a part-time employee who usually works on the day of the week on which a public holiday falls and who is not required to work on that day, will be paid for the hours which otherwise would have been worked on that day.
- 4.3.8 Where the employer and employee agree in writing, part-time employment may be converted to full-time and *vice versa* on a permanent basis or for a specified period of time. In such circumstances all accrued award and legislative entitlements will be maintained. Following transfer to part-time employment, accrual of entitlements will occur in accordance with provisions relevant to part-time employment in clause 4.3.
- 4.3.9 Where the employer authorises a part-time employee to work beyond the daily or weekly approved part-time hours, such additional hours, up to 7.5 hours per day, or less than the ordinary weekly hours of a full-time employee, will be paid at ordinary time rates plus a loading of 1/12th (or 8.33 percent) in lieu of annual leave for time worked in excess of the employee's approved part-time hours.
- 4.3.10 Remuneration at overtime rates will be paid in accordance with clause 6.4 where a part-time employee is required to work:
- (a) beyond the ordinary hours of a full-time employee; or
 - (b) outside the ordinary spread of hours as prescribed in clause 6.1.1.
- 4.3.11 Unless specifically excluded, all other provisions of this Award will apply to part-time employees.

4.4 Temporary employment

The employer may engage employees on a temporary basis for a specific period or task.

4.5 Casual employment

- 4.5.1 Each engagement of a casual employee stands alone. A minimum payment for 2 hours will be made for each engagement.
- 4.5.2 The hourly rate of pay will be determined by dividing the appropriate minimum Award rate of pay per fortnight for employees at the same level and paypoint by 75 hours.
- 4.5.3 In addition to the ordinary hourly Award rate of pay, a casual employee will be paid a loading of 23%.
- 4.5.4 Where applicable, a casual employee is also entitled to the provisions of overtime, week-end penalty rates and payment for work performed on public holidays:
- Provided that, in addition to the provisions of clause 4.5.1 a casual employee is entitled to payment of any applicable Award allowances based *pro rata* on the number of hours worked in relation to the ordinary hours prescribed in the Award.
- 4.5.5 A casual employee is entitled to full payment of meal allowance(s) incurred in working overtime.

- 4.5.6 A casual employee is entitled to long service leave in accordance with the provisions of section 47 of the Act.
- 4.5.7 Except in accordance with clauses 4.5.1 to 4.5.6 a casual employee is not entitled to any other award provision.
- 4.5.8 A casual employee will be paid for hours worked on a fortnightly basis and is not entitled to annual leave, sick leave or payment for public holidays not worked.

4.6 Recognition of previous service

- 4.6.1 Any benefit presently being received by those employees previously covered by the Queensland Industry Development Corporation Officers' Award - State as at 30 June 1995 and employed by the Authority from 1 July 1995 will continue to apply.
- 4.6.2 Employees will have their previous public service employment recognised provided that they:
- (a) were previously employed by the Queensland Industry Development Corporation; and
 - (b) were covered by the Public Service Award - State up to the date of commencement of the Corporation on 1 January 1987; and
 - (c) accepted employment with the Corporation from that date.
- 4.6.3 Such recognition will apply for the purposes of calculating salary increments, annual, sick leave and long service leave credits.

4.7 Appointment on probation

- 4.7.1 The appointment of full-time and part-time employees will be subject to the successful completion of an agreed probationary period of 3 months. In exceptional circumstances and as agreed in writing between the employer and the employee, the probation period may be a shorter or longer period but may not exceed 6 months.
- 4.7.2 A system of performance appraisal will apply during the probation period. The appraisal system will include the following provisions:
- (a) an interim performance review by the relevant supervisor or manager in consultation with the employee. This will usually occur at approximately the mid point of the probationary period;
 - (b) appropriate remedial action if the employee's performance is considered unsatisfactory; and
 - (c) a formal performance report by the relevant supervisor or manager in consultation with the employee. This will occur prior to the expiration of the probationary period.
- 4.7.3 The employer will either confirm the permanent appointment or terminate employment of the employee prior to the expiration of the probation period.
- 4.7.4 The employer may terminate employment of an employee for a valid reason at any time during the probationary period.

4.8 Termination of employment

4.8.1 Statement of employment

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

4.8.2 Termination by employer

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

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

More than 5 years

4 weeks

- (b) In addition to the notice in clause 4.8.2(a), employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.8.3 *Notice of termination by employee*

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

4.8.4 *Time off during notice period*

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

4.9 Introduction of changes

4.9.1 *Employer's duty to notify*

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

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

4.9.2 *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 ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.9.1.
- (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 the employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.10.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.10.2 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.10.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.8.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.10.3 Transmission of business

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from the employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.10.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

4.10.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.10.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.10.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.10.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.10.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.8.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.10.1(a), shall be entitled to the following amounts of severance pay:

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

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

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

4.10.7 *Superannuation benefits*

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

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

4.10.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.10.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

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

4.10.9 *Alternative employment*

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

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

Clause 4.10 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.10.11 *Employees exempted*

Clause 4.10 shall not apply:

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

4.10.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.10 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
 - (i) a company and the entities it controls; or
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common Director or common Directors or common shareholders with another company or companies.

4.10.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.10.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from the employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the 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 4.10.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.10.14 *Incapacity to pay*

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

4.10.15 *More favourable conditions*

- (a) The provisions of the clause relating to redundancy will apply except where inconsistent with arrangements contained in a Directive issued by the Public Service Commissioner or the Minister for Industrial Relations pursuant to section 34 of the *Public Service Act 1996*.
- (b) Where the Queensland Rural Adjustment Authority policy on redundancy provides more favourable entitlements than conditions applying under clause 4.10 the more favourable conditions available in the Authority's policy will apply to employees covered by this Award.

4.11 **Anti-discrimination**

4.11.1 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.

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

4.11.3 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.

4.11.4 Nothing in clause 4.11 is to be taken to affect:

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Classifications and wage rates

5.1.1 The salaries payable to employees in the classification levels as prescribed in Schedule B are prescribed in Schedule A to this Award.

5.1.2 The Award covers employees whose duties include agency administration, human resource management, finance, client service, development and implementation of policy, information and advisory services. Employees are required to possess a range of skills appropriate to these duties.

5.2 Generic level statements

5.2.1 Generic level statements for all classification levels are prescribed in Schedule B to this Award.

5.2.2 These statements reflect the degree of complexity and responsibility of the duties, skills and knowledge required for positions at each classification level and proceed from the lowest to the highest classification levels. The statements are designed to provide an indication as to the classification level appropriate to any packaging of duties.

5.2.3 Position titles are listed in Schedule C.

5.3 Work allocation

Once an employee has been appointed within a classification level, the employer may subsequently allocate or reallocate the employee to any position within that particular classification level.

5.4 Qualifications

An employee who has satisfied examination requirements for a degree or other post-secondary qualification acceptable to the Chief Executive will be paid not less than paypoint (10) of Classification Level 2.

5.5 Movement between classification levels

5.5.1 Movement between classification levels will be based on appointment on merit to advertised vacancies.

5.5.2 An exception to clause 5.5.1 is that movement between Levels 1 and 2 will continue to apply in accordance with the relevant provisions of clause 5.6.1.

5.5.3 An employee, promoted to a position in a higher classification level, will be appointed to paypoint one of that higher classification level.

5.6 Movement within classification levels

5.6.1 An employee is entitled to be paid an increase in salary from one increment point to the next higher increment point within the same classification level provided that:

- (a) in the case of a full-time employee such employee has received salary at the lower increment point for a period of 12 months; or
- (b) in the case of a part-time employee, the employee has received salary at the lower increment point for a period equivalent to 12 months full-time service; and
- (c) the employer has certified that the employee has achieved performance objectives agreed to by the employer and the employee.

5.6.2 Exceptions to clause 5.6.1 must be made in the case of:

- (a) an employee who is paid the prescribed basic salary on attaining the age of 21 years; and
- (b) a promotion, or transfer and promotion from one classification level to another as provided by clause 5.5.
- (c) If any increment prescribed by this Award is withheld from or refused to be granted to any employee, an appeal by the employee may be made subject to the employee grievance procedures in this Award.

5.7 Performance of higher duties

5.7.1 An employee who temporarily fills a position at a higher classification level and performs all of the duties of that position for more than 3 days will be paid extra remuneration at paypoint one of the higher classification level.

5.7.2 Where there is a requirement to temporarily fill a position at a higher classification level for longer than 3 months the position will be advertised and a selection made of the most meritorious applicant.

5.8 Payment of wages

Salaries are to be paid fortnightly and may, at the discretion of the employer, be paid by electronic funds transfer direct to the employee's nominated account.

5.9 Meal allowance

5.9.1 An employee required to work for more than 2 hours past their ordinary ceasing time Monday to Friday or more than 4 hours overtime on a Saturday or a Sunday will be supplied with either:

- (a) a meal of reasonable quality and quantity at the employer's expense; or
- (b) be paid \$14.00 in lieu of such meal.

5.9.2 An employee is also entitled to a further one-half hour break and a meal of reasonable quality and quantity or a further meal allowance after the completion of every additional 4 hours overtime worked.

5.10 First-aid allowance

- 5.10.1 Where a requirement exists, the employer may appoint an employee(s) as a first-aid attendant, provided that the employee holds a current certificate in first-aid issued by St. John Ambulance Australia, or equivalent qualifications as determined by the employer.
- 5.10.2 An employee so appointed will be paid an allowance of \$25.50 per fortnight in addition to the ordinary rate of pay.
- 5.10.3 The employer will review the need to appoint first-aid attendant(s) on an annual basis.

5.11 Motor vehicle allowance

- 5.11.1 An employee may be permitted to use a private vehicle in the course of their employment to discharge the functions of the Authority provided that:
- (a) prior approval is obtained from the Chief Executive;
 - (b) the owner of the vehicle complies with approved arrangements regarding insurance cover; and
 - (c) the employee has indemnified the Authority against liabilities at law.
- 5.11.2 An employee who uses a private vehicle in the course of their employment in accordance with clause 5.11.1 will be reimbursed at the rates prescribed in Ministerial Directive No. 7/05 - Motor Vehicle Allowances.

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

6.1 Hours of work

- 6.1.1 The ordinary hours of duty will not exceed 37.5 hours per week or 75 hours per fortnight, exclusive of meal breaks. These hours are to be worked between the ordinary spread of hours of 8 a.m. and 5.30 p.m. Monday to Friday inclusive.
- 6.1.2 Employees' starting and finishing times may be altered to suit operational requirements, geographic, safety, climatic or traffic conditions. Alterations may occur only with the agreement of the majority of employees affected. Any such altered starting or finishing times will not invoke any penalty payment that would not be payable if the spread of hours in this Award had been observed.
- 6.1.3 Flexible working arrangements as outlined at Schedule D shall apply to employees approved to participate under the arrangements.

6.2 Meal breaks

All employees will be provided with an unpaid meal break of not less than 30 minutes' duration between the 3rd and 6th hours of duty.

6.3 Rest pauses

- 6.3.1 All employees are entitled to a rest pause of 10 minutes' duration during the employer's time in both the first and second half of the working day subject to the following:
- (a) a total of 10 minutes for an employee who works more than 3 hours but less than 6 ordinary hours in any one day; or
 - (b) a total of 20 minutes for an employee who works at least 6 ordinary hours in any one day:

Provided the employer may determine that the rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day.

- 6.3.2 Rest pauses must be taken at times that do not interfere with the continuity of work where continuity is necessary.

6.4 Payment for working overtime

- 6.4.1 Overtime is time authorised by the employer and worked outside the spread of ordinary hours or in excess of the ordinary hours of duty.
- 6.4.2 Overtime will be paid at the rate of time and a-half for the first 3 hours and double time thereafter.

6.4.3 All overtime worked on a Sunday will be paid at double time.

6.4.4 A minimum payment of 2 hours' work applies to all overtime worked on a Saturday or a Sunday.

6.4.5 Subject to the provisions of clause 5.7 an employee temporarily filling and discharging the duties of a position at a higher classification level for which overtime payments are applicable, will be paid for authorised overtime at the minimum rate applicable to that higher classification level.

6.5 Calculation of overtime.

Overtime will be calculated to the nearest quarter of an hour on the total amount of overtime worked by the employee.

6.6 Employees not entitled to payment for overtime

6.6.1 Employees appointed to positions at paypoint 1 of classification level 6 and above are not entitled to remuneration for overtime worked.

6.6.2 Employees not entitled to payment of overtime will be granted equivalent time off in lieu (TOIL). Such time is to be taken as near as possible to the overtime being worked and at a time that is mutually convenient to the employer and employee:

Provided that unused TOIL will be paid out after 12 months from the date of accrual where an employee has taken reasonable steps to avoid excessive TOIL balance and the employee has been refused an application to take such leave.

6.7 Time off in lieu of overtime worked

Subject to agreement with the employer, an employee entitled to remuneration for overtime worked may elect to take time off in lieu of overtime worked. Time off in lieu must be taken on a time for time basis:

Provided that overtime taken on a time in lieu basis must be taken at periods which are mutually agreed between the employer and the employee:

Provided further that any time off in lieu of overtime will lapse if it is not taken within 12 months of the day on which the overtime was worked.

6.8 Requirement to work reasonable overtime

An employee is required to work reasonable overtime whenever considered necessary by the manager. Twenty-four hours' notice will be given, where practicable, to an employee required to work overtime.

6.9 Recall

An employee, who is recalled after completing ordinary duty or recalled at least 2 hours prior to commencing work, must be paid at overtime rates.

6.10 Minimum payment

6.10.1 An employee recalled after completing ordinary duty in accordance with the provisions of clause 6.1 of this Award must be paid for a minimum payment of 2 hours.

6.10.2 Exceptions to the provision in clause 6.10.1 are that:

- (a) the minimum payment does not apply where the overtime performed is immediately preceding and or following ordinary hours; and
- (b) if an employee is called out again within the 2 hour period, no further minimum payment will apply to that work. Such work must be separately paid for at the prescribed overtime rates.

6.11 Rest period to follow

6.11.1 An employee, who works so much overtime between the completion of ordinary work on one day and the commencement of ordinary work on the next day, so that 10 consecutive hours off duty have not elapsed, will be released from duty after completion of such overtime. The employee must then have 10 consecutive hours off

duty from the time at which this overtime was completed without loss of pay for the time which the employee ordinarily would have worked during this period of absence.

- 6.11.2 If, on the instructions of the Chief Executive, this employee resumes or continues work without having had 10 consecutive hours off duty, the employee will be paid double rates until released from duty. The employee is then entitled to be absent from duty for 10 consecutive hours without loss of pay for ordinary working time occurring during this absence.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave entitlement

- 7.1.1 At the end of each completed year of employment, every full-time employee covered by this Award is entitled to annual leave on full pay of not less than 20 days.
- 7.1.2 Every part-time and temporary employee is entitled to annual leave subject to the provisions of clause 7.1.1 determined on a *pro rata* basis.
- 7.1.3 Should an employee not take leave in any year, the leave accrued will be granted to the employee in the following year in addition to the latest leave entitlements accumulated. The total leave accumulated must not exceed 2 years of accrued entitlement unless approved by the Chief Executive.

7.2 Payment for annual leave

- 7.2.1 Annual leave will be paid for by the employer in advance of the employee taking the leave.
- 7.2.2 The employee will be paid at the ordinary rate payable to them under this Award immediately prior to taking leave.
- 7.2.3 An exception to clause 7.2.2 is that an employee in receipt of a rate of pay in excess of the ordinary rate payable under this Award immediately prior to such leave will be paid for the period of annual leave at that excess rate.

7.3 Annual leave loading

All employees (except casual employees) will be paid an annual leave loading of 17.5% of the employee's ordinary wage.

7.4 Calculation of annual leave pay

- 7.4.1 The annual leave payment for an employee (including any proportionate payments) will be calculated as follows.
- 7.4.2 Subject to clause 7.4.3 payment by the Authority will be no less than the sum of the following amounts:
- (a) the employee's ordinary wage rate, as prescribed by the Award for the period of the annual leave (excluding week-end penalty rates); and
 - (b) a further amount calculated at the rate of 17.5% of the amount referred to in clause 7.4.2(a).
- 7.4.3 Clause 7.4.2 does not apply to any period of annual holidays exceeding 4 weeks.

7.5 Time of taking annual leave

- 7.5.1 *Adequate notice to be given* - An employee must apply in writing for annual leave and provide the employer with adequate notice of the period of leave requested.
- 7.5.2 The employer will notify the employee at the earliest opportunity of the application being approved or denied.

7.6 Annual leave exclusive of public holidays

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

7.7 Annual leave to be taken

The Authority may direct an employee to take annual leave at any time after the employee has accrued the total leave permissible under clause 7.1.3.

7.8 Proportionate annual leave on termination

Where the employment of an employee is terminated or where an employee voluntarily resigns after becoming eligible for annual leave, the employee will be granted, in lieu of such leave, a sum equal to the salary for the period for which they were eligible. This payment will be at the rate of salary the employee was receiving at the date of resignation or termination and is calculated in accordance with clause 7.4 of this Award.

7.9 Payment in lieu of annual leave on termination or resignation

Except as provided in clause 7.8 it is not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave.

7.10 Sick leave entitlement

Sick leave is recognised as a payment to employees to provide protection only in the case of genuine illness.

7.11 Sick leave accumulation

7.11.1 All full-time employees will accrue an entitlement to leave of absence of 10 working days a year on full pay for sick leave purposes. A proportionate amount will accrue for an incomplete year of service.

7.11.2 For any completed period of employment of less than one year full-time, an employee is entitled to a proportional rate of sick leave credits, that is 2.885 hours' sick leave for each completed 2 weeks of service.

7.11.3 Sick leave will accrue without limit provided that service is continuous. Previous service is recognised in terms of clause 4.6 of this Award.

7.12 Calculation of continuous service for sick leave purposes

7.12.1 For the purpose of accruing sick leave the continuity of employment of an employee with the Authority will be deemed to be unbroken by any of the following:

- (a) absence from work on leave granted by the employer; and
- (b) a former employee of the Authority regaining employment with the Authority within 3 months of being dismissed or stood down.

7.13 Sick leave when service is broken

7.13.1 In determining service for the purpose of calculating sick leave entitlements the following leave will not be recognised as service:

- (a) absences on sick leave without pay for any period in excess of 3 months; and
- (b) absences from work without pay for which an employee is entitled to receive workers' compensation under the *WorkCover Queensland Act 1996* for any period in excess of 3 months.

7.14 Notification and proof of illness

7.14.1 An employee, absent from work through illness, is required to advise their manager as soon as practicable of their non-attendance.

7.14.2 An employee must apply in writing for each period of sick leave sought.

7.14.3 Where the period of absence owing to illness exceeds 3 working days, each application must be supported by a medical certificate.

7.15 Maximum sick leave taken at any one time

Sick leave which may be granted at any one time will not exceed 39 weeks on full pay except with the approval of the employer.

7.16 Long service leave entitlement

7.16.1 All employees (except casual employees) who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of completed year of continuous service and a proportionate amount for an incomplete year of service.

7.16.2 After 7 years' continuous service, employees (except casual employees) are entitled to a proportionate payment (calculated on a *pro rata* basis for 7 years' continuous service) in specified circumstances relating to the termination of employment and parental leave.

7.16.3 *Limit at any one time* - The minimum period of long service leave which may be granted at any one time is 2 weeks: the maximum period is 26 weeks.

7.16.4 Casual employees are entitled to long service leave on full pay as provided in Chapter 2, Part 3, Division 3 of the Act as amended.

7.17 Long service leave exclusive of annual leave and public holidays

Long service leave is exclusive of annual leave or any public holiday which may occur during the period of long service leave.

7.18 Notice to take long service leave

All applications for long service leave by an employee must be given with timely notice and in writing to the employer.

7.19 Approval to take long service leave

7.19.1 Approval of the employee's application is contingent upon the employer determining:

- (a) that the employee has an entitlement under clause 7.16 to the period of leave requested at the time the employee desires such leave to commence; and
- (b) that leave for the period can be granted to the employee at that time without causing undue detriment to the Authority.

7.19.2 The employer will either:

- (a) approve the employee's application; or
- (b) approve an amended application by the employee after discussion with the employee and upon reaching agreement on the amount of leave to be taken and/or the period of such leave; or
- (c) refuse or defer consideration of the application if the employer is not satisfied that the conditions contained in clauses 7.19.1(a) and (b) have been met.

7.19.3 The employer will notify the employee in writing of the decision on the employee's application.

7.20 Payment on termination for leave not taken

7.20.1 *Payment in lieu of long service leave on resignation, retirement or termination* - An employee who resigns, retires or terminates their service and who, immediately prior to the date on which the resignation, retirement or termination of service became effective, was entitled to be granted long service leave will be paid in lieu of that leave. Payment will be calculated by applying the formula in clause 7.16 of this Award and using the salary rate the employee was receiving at the date on which resignation, retirement or termination of service became effective deducting any long service leave previously taken.

7.20.2 An employee who has had continuous service for a minimum period of 5 years and who resigns at any time after 55 years of age will be paid in lieu of long service leave, a sum as calculated by the application of clause 7.16 of this Award. This sum will be paid on a *pro rata* basis.

7.20.3 An employee who dies at the expiration of not less than 5 years continuous service or during the currency of a period of long service leave will be paid in lieu of long service leave a sum, as calculated by the application of clause 7.16 of this Award. This sum will be paid to the employee's estate.

7.21 Family leave

7.21.1 The provisions of the Family Leave Award, as amended from time to time, apply to and are deemed to form part of this Award.

7.21.2 Provisions of the Family Leave Award include:

Maternity leave;
 Parental leave;
 Adoption leave;
 Part-time work;
 Special responsibility leave (access to sick leave);
 Carers leave; and
 Bereavement Leave.

7.21.3 In the event of the death of a relative occurring outside Australia of a person who bears to the employee one of the relationships listed in the Family Leave Award and providing satisfactory proof can be furnished, the employee is entitled to a maximum of 2 days' bereavement leave without loss of pay.

7.22 Prescribed public holidays

7.22.1 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.

7.22.2 Labour Day

All employees covered by this Award 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 such day, and if any employee concerned actually works on Labour Day, such employee will be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary time rate of pay prescribed for such work with a minimum of 4 hours.

7.22.3 Annual show

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

No employee is entitled to receive payment on more than one occasion in each calendar year for work performed on a day specified by the Minister as a holiday in a specified district for the purpose of the annual agricultural, horticultural or industrial show held at the principal city or town of that district.

7.22.4 Double time and a-half

For the purposes of clause 7.22 where the rates of salary are expressed as a fortnightly rate, "double time and a-half" means one and one-half day's salary in addition to the prescribed fortnightly rate, or *pro rata* if there is more or less than a day.

7.23 Special leave

Upon application and at the discretion of the employer, approval may be given to an employee to take a special, short period of leave of absence without pay in accordance with guidelines detailed in the Authority's Human Resources Policy Manual.

7.24 Jury service

- (a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in

respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

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

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

8.1 Travelling on official duty

8.1.1 Employees who are required by the employer to:

- (a) travel on official duty;
- (b) take up duty away from the employee's usual place of work to relieve another employee or to perform special duty; or
- (c) transfer to a different locality

is allowed actual and reasonable expenses or allowances for accommodation, meals (provided by the supplier) and incidental expenses necessarily incurred by the employee.

- 8.1.2 The employer will pay all reasonable fares incurred by an employee whilst travelling on the employer's business.
- 8.1.3 In all cases, payment direct to the supplier through the use of corporate credit cards, by contractual arrangement or billing system will be sought.
- 8.1.4 Where the employee pays the supplier directly, reimbursement of reasonable expenses incurred for accommodation, meals and incidental expenses necessarily incurred by the employee, will be met by the employer upon production of documentary evidence.

This evidence may include:

- supplier receipts;
- itemised statements; and
- certifications.

- 8.1.5 An employee with specific reason or belief that they will be financially disadvantaged by a particular method of payment, may apply as a special case to the Chief Executive for payment by a different mutually agreed method.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training, learning and development

- 9.1.1 The parties to this Award recognise that in order to increase efficiency and productivity a greater commitment to learning and development is required.
- 9.1.2 Accordingly, the parties commit themselves to developing a more highly skilled and flexible workforce and providing employees with career opportunities through appropriate training to acquire additional skills and knowledge for performance of their duties.

- 9.1.3 A consultative mechanism and procedures involving representatives of management, employees and public sector unions have been established as determined by the Chief Executive having regard to the size, structure and needs of the employer.
- 9.1.4 Following consultation the Chief Executive will develop a learning and development strategy consistent with:
- (a) the current and future needs of the Authority;
 - (b) the size, structure and nature of the operations of the Authority; and
 - (c) the need to develop vocational skills relevant to the Authority through courses conducted wherever possible by accredited educational institutions and providers.
- 9.1.5 Learning and development may be both on-the-job or off-the-job and either internal or external to the Authority.
- 9.1.6 Learning and development provided should assist employees in obtaining knowledge and skills recognised by the Australian National Training Authority (ANTA).
- 9.1.7 All such learning and development should be directed at enabling employees to enhance skills relevant to duties to be performed. Employees are expected to attend scheduled learning and development activities.

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

10.1 Health and safety matters

The relevant safety measures contained in the following instruments as amended from time to time, are to be followed at all times:

- (a) the *Workplace Health and Safety Act 1995*;
- (b) *Workplace Health and Safety Regulations 1997*; and
- (c) relevant Codes of Practice.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry Procedure

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

- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

11.1.3 *Inspection of records*

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

11.1.4 *Discussions with employees*

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the officer's 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 stopped 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.

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

11.3 Union encouragement

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

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

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

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

11.3.5 Where requested by public sector Unions, agencies and public sector units will provide payroll deduction facilities for Union subscriptions.

11.4 Union delegates

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

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

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

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

11.5 Industrial relations education leave

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

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

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

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

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

11.6 Availability of Award

A copy of this Award will be made available in a prominent place for easy access by employees eg, on the QRAA Intranet.

SCHEDULE A

Classification and wage rates

Classification Level	Per fortnight \$
L8 (4)	2,659.40
(3)	2,618.60
(2)	2,579.20
(1)	2,539.00
L7 (4)	2,471.70
(3)	2,426.30
(2)	2,380.80
(1)	2,335.30
L6 (4)	2,252.50
(3)	2,213.20
(2)	2,173.90
(1)	2,134.50
L5 (4)	2,045.50
(3)	2,003.00
(2)	1,960.50
(1)	1,917.90
L4 (4)	1,844.40
(3)	1,809.00
(2)	1,769.60
(1)	1,734.20
L3 (4)	1,674.20
(3)	1,639.40
(2)	1,604.60
(1)	1,569.80
L2 (10)	1,514.40
(9)	1,488.60
(8)	1,458.70
(7)	1,428.80
(6)	1,403.10
(5)	1,373.40
(4)	1,343.60
(3)	1,309.90
(2)	1,280.20
(1) Age 21	1,250.40
L1 (4)	969.90
(3)	916.90
(2)	862.10
(1)	804.30

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

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

SCHEDULE B

Generic level statements

Level 1

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.

Characteristics of the work

Work is performed under close direction using established routines, methods and procedures with little scope for deviating from these.

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 and/or specific office programs and activities.

Work at this level does not include supervisory responsibilities although more experienced staff may assist new staff in providing guidance and advice. As individual employees develop more experience and knowledge they shall be required to exercise greater judgement and make decisions in their allocated duties, although these shall be confined by instructions, established practices and procedures or written guidelines.

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, clerical skills, written and verbal communications, equipment skills (eg keyboard) and other work skills (eg keyboard) and other work skills appropriate to the discipline.

The employee must demonstrate a level of proficiency as determined by the employer.

Level 2

Work level description

Work at this level usually encompasses a range or 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.

The work shall 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 Authority.

Characteristics of the work

Work is usually performed under supervision and may involve undertaking a range of duties requiring judgement, liaison and communication within the Authority and other outside parties.

The solution of problems may require the exercising of basic judgement, although knowledge required to perform the work is usually related to precedents, guidelines, procedures, regulations or other requirements relating to general administration and activities.

Work at this level does not include supervisory responsibilities although more experienced staff may assist new staff in providing guidance and advice.

Duties and skills

Knowledge required to perform work is usually related to guidelines, instructions and procedures relevant to the function of the level.

At this level, basic resolution of problems by reference to established procedures may be required.

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 of work skills appropriate to the discipline.

The employee must demonstrate a level of proficiency as determined by the employer.

Level 3

Work level description

Work at this level usually required relevant experience combined with a broad knowledge of the office'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 outside parties and general administrative support to senior officers.

Supervisory responsibilities may involve some complex operational work and may involve assisting with, or reviewing the work undertaken by subordinates or team members.

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. Effectiveness, 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.

Characteristic of the work

Work is usually performed under general direction and may involve preparing papers, reports, correspondence or other written material and specific tasks relevant to the Authority.

Decisions made or delegations exercised at this Level may have an impact on the Authority's operations, but are normally of limited procedural or administrative importance.

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.

Duties and skills

Work at this level required a sound knowledge of the activities usually performed within the work area and their impact upon the activities of other organisations.

Supervisory responsibilities include on-the-job training in relation to the work area. This Level usually requires the application of personnel-related functions such as orientation of staff, staff attendance, 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.

Level 4

Work level description

Work at this Level is performed in relation to established priorities, task methodology and work practices to achieve results in line with the corporate goals of the Authority.

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 subordinated.

Work at this level includes supervision of a work group within the total organisational structure, co-ordination of a range of office functions and/or working on activities of a specialised nature.

Characteristics of the work

Work is performed under general direction as to work priorities and may be of a technical, professional, project, procedural or processing nature, or a combination of these.

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 monitor work flow in the area of responsibility.

The work at this level required 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 office functions and the exercising of judgement and/or delegated authority in areas where precedents or procedures are not clearly defined.

Any decisions taken or delegation exercised would be limited by the application of rules, regulations, guidelines or procedures.

The extent of supervisory responsibility would depend on the operational work of the area and factors such as work priorities, complexity of the work and the number of subordinate staff.

Duties and skills

Work performed at this level shall require the ability to supervise staff, set priorities, monitor work flow and develop local strategies or work practices.

This may include responsibility for the development, application of equal employment opportunity, industrial relations principles and awareness of workplace 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.

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.

Work at this Level requires a general knowledge of the Authority's operations, combined with a specialist knowledge of major activities within the work area.

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 Authority's operations particularly in relation to policy aspects on program activity or service delivery to clients.

Work at this level may require the ability to investigate, interpret or evaluate information, regulations when instructions or procedural guidelines do not give adequate or specific answers.

Level 5

Work level description

Work at this level is usually performed in relation to the operation of an organisational element which is within the total organisational structure or under limited direction in relation to priorities and work practices, provide administrative support to a particular program, activity or administrative function.

Work at this level may include the preparation of documentation for complex correspondence purposes and for decision by senior officers.

Responsibilities may include liaison and co-ordination within and across functions including representation of the Authority and overseeing and co-ordinating the work of other staff assisting in this area.

Work at this level may include operation within a number of specialist or multi-disciplinary teams or independently.

Characteristics of the work

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

Direction exercised over work performance at this level includes, depending on the functional role required, the provision of advice, guidance and/or direction in relation to a project, detailed processing and other work practices.

Independent action may be exercised within the constraints set by senior management.

Any decision taken or delegation exercised tends to be governed by the application of rules, regulations or Authority operating instructions or procedures. While such decisions may impact on authority operations and resources, they usually are limited to the specific work area involved.

Managerial responsibilities would usually depend on the specific activities undertaken. Staff at this level would be expected to set and achieve priorities, monitor work flow and/or manage staffing resources to meet objectives.

Duties and skills

Work at this level requires a knowledge of Authority operations and the ability to interpret regulations and other guideline material relating to the operations and functions of the work area.

Work at this level may require -

- ☐ the ability to investigate, analyse, interpret or evaluate information for the guidance of staff or clients, or undertake research in relation to technical matters;
- ☐ well developed liaison and communication skills and the ability to negotiate with clients or other interested parties, within parameters decided by senior management;
- ☐ significant managerial ability, including the ability to supervise staff, set priorities, monitor work flow, develop local strategies, procedures and work practices, and allocate resources.

This includes demonstrated personnel management skills, the ability to apply equal employment opportunity principles and procedures and industrial relations principles and workplace health and safety guidelines. Responsibility for the identification of training needs and the development of appropriate training programs.

Level 6

Work level description

Employees at this level operate under limited direction from senior employees and undertake a range of functions for which operational policies, practices and guidelines may need to be developed. Increasing emphasis is placed upon the acquisition and application of key management skills and competencies.

Characteristics of the work

Work is undertaken at this level with limited direction as to work priorities and the detailed conduct of the task. The tasks undertaken may be of a complex or specific nature encompassing a major area of Authority operations.

Directions exercised over work performed at this level may, depending on the function and role required, be by way of providing general guidance and advice.

Work at this level may involve control and/or co-ordination of projects or programs within the Authority in accordance with corporate goals, and requires the development, implementation and evaluation of office activities.

Work at this level may involve independence of action including the use and allocation of resources within the constraints laid down by senior management.

Decisions taken or delegations exercised at this level may have major impact on the day-to-day operations of the work area. The impact of such decisions on Authority operations is likely to be limited to a specific work area or function.

Managerial responsibilities may be an important function of the work at this level, but this can vary widely depending on factors such as work area, location, priorities, work load, operational deadlines and the availability of staff resources to assist.

Assistance with the development of guidelines, rules, instructions or procedures for use by other staff and interested parties may be undertaken at this level.

Duties and skills

Management skills and abilities necessary to undertake the allocation and monitoring of resources, the review of operations to determine their effectiveness and contribute to the development of policy initiatives or corporate strategies are usually required at this level. Demonstrated personnel management skills and the ability to apply equal employment procedures and implement training and staff development are usually required at this Level.

Well developed liaison and communication skills and the ability negotiate or communicate, under limited direction, on behalf of the authority with clients or other interested parties may be needed.

Work at this level requires a knowledge and awareness of the Authority's operations, as related to Government initiatives or policies.

The ability to apply or interpret legislation, regulations, instructions or other guideline material relating to the operations, policies or functions of the work area and the capacity to undertake high level research, reviews or investigations. The preparation of reports and associated papers also may be required.

Level 7

Work at this level may involve control of an organisational element involved in the administration or co-ordination of a specific program, activity or corporate support function at either the Branch or Department Head level, to achieve a result in line with the corporate goals of the agency.

The work may include developing policy and/or providing policy, financial, specific subject matter or administrative advice, including specialist advice or undertaking high level project work; developing, implementing and reviewing policy instructions and administrative or specialist procedures for the guidance of functional elements of the office; initiating and formulating recommendations for office programs; processing representations to the Minister, preparing replies to Parliamentary Questions, preparing Briefing Notes for senior level Managers, assisting in the preparation of Cabinet Submissions and correspondence; liaising with other Government bodies and community organisations including the preparation of public information on programs, activities or services; and representing the office at meetings, conferences or seminars.

Work undertaken at this level may also be required to deal with a complex and diverse operating environment.

Characteristics of the work

Work is undertaken at this level with broad direction usually from a senior level Manager or comparable employee in relation to priorities and the detailed conduct of the task. The activities undertaken would be of a complex or specific nature encompassing a significant element of total office operations.

Work at this level may involve, depending on the functional role, significant independence of action including the use or allocation of resources within the constraints or guidelines laid down by senior management.

Decisions taken at this level may, depending on the degree of autonomy of function and the degree of delegated authority, have significant impact on the day-to-day operations of a specific work area and may also have significant effects elsewhere within the office.

Management responsibilities are usually a significant function at this level. The percentage of the total work taken up in management functions and the character of the direction given to subordinates would depend on the nature of the work area, location, workload factors, priorities and staff resources allocated.

The development of guidelines, rules, regulations, procedures or instructions for either staff or other interested parties may be co-ordinated at this level.

Duties and skills

Management skills and the abilities necessary to monitor resource allocations, evaluate program effectiveness, manage staff and resources, formulate policy initiatives and develop corporate strategy proposals are usually required at this level. A knowledge of financial program management practices appropriate to the program or activity or corporate goal of the organisational element in which a position is located, are usually required at this level.

Work at this level requires the application of a high level of discipline, knowledge, a detailed knowledge of both Government policies and procedures and an appreciation of their application in relation to office operations. Staff at this level would be expected to have the ability to undertake personnel management functions and to plan, develop and implement programs associated with equal employment opportunity, occupational health and safety, and staff development and counselling within the functional area of responsibility.

Work may require the ability to interpret and provide advice on legislation, regulations, instructions or other guideline material relating to the policies, operations or functions of the work area; and the capacity to undertake specific or major research, investigations or reviews and prepare associated papers or reports.

Liaison and communication skills of a high order, including the capacity and ability to negotiate or communicate on behalf of the agency with clients or other interested groups, perhaps to finality, may be needed.

Level 8

Work at this level may involve responsibility for a major program or programs at statewide level and of critical importance to the agency, operating within broad policy guidelines, or be responsible for a service-wide function.

High levels of discipline, expertise and experience are required combining elements of planning, organising, directing and evaluating to determine goals and priorities within the framework of the corporate objectives of the office or of other agencies.

This level will require a capacity for original thinking, creativity, the exercise of significant levels of independent judgement, and the exercise of delegated authority as required.

The work may include providing specialist consultancy advice within or across agencies, developing policy and interpreting, reviewing and implementing policy instructions, setting objectives in the work area, processing representations to the Minister, overseeing responses to Parliamentary Questions, preparation of reports to Government, preparing Ministerial briefing notes and correspondence, liaising with other Government bodies and community organisations, including the provision of public information on programs, activities or services; and representing the agency at meetings, conferences or seminars.

Characteristics of the work

Work is undertaken at this level, usually under the broad direction of a Senior Executive, with significant levels of independent judgment in keeping with the complex nature of work undertaken and the allocation of resources within the constraints or guidelines laid down by senior executives. Delegations exercised at this level may, depending on the functional role, involve being the final authority in the process of approving the expenditure of funds, undertaking specific action in line with the policy of the office, or reviewing any previous action or decisions in the work area.

Management responsibilities are usually a significant function at this level, with management of a number of projects of significance within and outside the office being involved.

The development of guidelines, rules, regulations, procedures or instructions for staff or other interested parties may be instigated at this level.

Work at this level may include analysis of organisational design and the formulation of strategic plans for staff and organisational development.

Duties and skills

Management skills and the abilities necessary to determine resource allocations, manage staff and resources, formulate policy initiatives and develop corporate strategies are usually required at this level. A knowledge of financial program management practices and the evaluation of the results of program activities against stated objectives are normally required at this level.

Work at this level requires the application of a high level of discipline and knowledge including detailed knowledge of both Government policies and procedures and their application in relation to office operations. Staff at this level with managerial responsibilities would be required to oversee the implementation of personnel management functions and to plan, develop and implement programs associated with equal employment opportunity, occupational health and safety, and formulate policies and plans for staff and organisational development.

Liaison and communication skills to enable the effective resolution of complex organisational issues, including the capacity and ability to negotiate or communicate on behalf of the office with clients or other interested groups, often to finality, may be required.

SCHEDULE C

Position titles

Loans officer
Securities officer
Receptionist
Field officer
Senior marketing & communications officer
Marketing & communications officer

Executive secretary
 Management accountant
 Team leader lending
 Business analyst
 Systems administrator
 Systems support officer
 Administrative officer
 Administrative assistant
 Finance officer
 Client liaison officer
 Assistant manager
 Client service officer
 Administration officer

SCHEDULE D

Flexible working arrangements

General

The following flexible arrangements are designed to increase the efficiency and productivity of the Authority by providing the most suitable working arrangements for performing a particular task or operation without unreasonably disadvantaging employees.

Flexible arrangements are subject to employees being engaged in normal work programs, which are mutually agreed upon by the Section Manager and employee.

The arrangements are to be programmed to meet the productivity, efficiency and service delivery requirements of the Authority and, at the same time, should be consistent with the Authority's responsibilities to provide a safe and healthy working environment for employees.

Joint Committee

A joint committee made up of equal representation from management and employees shall monitor the application of the flexible working arrangements and provide quarterly reports to the Chief Executive Officer on the application of the flexible arrangements process and, if required, details of any "problem areas" that may arise during the reporting period, together with proposed recommendations in relation to these areas.

Standard Day

A Standard Day shall be 7 hours 30 minutes working time exclusive of a meal period.

Span of Hours

The span of hours is the earliest commencement time and the latest ceasing time permissible for ordinary work.

Span of hours shall be between 7.30 a.m. and 6 p.m. Monday to Friday inclusive.

Work performed outside these times can be authorised at Manager/Supervisor's discretion, as overtime or flexitime, whichever is applicable to the employee.

Core Times

Core times are the periods during the day when all employees shall perform ordinary duties. Core times shall be between 9.30 a.m. to 12 noon and 2 p.m. to 4 p.m. Monday to Friday inclusive.

Variable Periods

Variable periods are the time spans outside the core times and within the span of hours. Starting and ceasing time of employees shall be the actual time of work commencement and finish, calculated to the nearest quarter of an hour.

Maximum Hours

An employee shall not work more than 10 hours during the span of hours on any one day unless performing authorised overtime. Any time worked in excess of the agreed total hours during the span of hours period on any one-day other than authorised overtime shall not be counted as working time.

Minimum Hours

An employee shall work a standard day within the span of hours unless taking prior authorised flexitime leave.

Lunch Break

All employees shall take a lunch break of not less than 30 minutes continuous duration between the hours of 12 noon and 2 p.m.

Credit Time

Credit Time is the difference between a Standard Day and the mutually agreed time actually worked in excess of a Standard Day during which an employee performs ordinary work.

Managers/Supervisors are not to allow more than the equivalent of 3 working days to be accumulated. Any time in excess of 3 days will be paid at overtime rates, where applicable.

Accumulated days can only be taken one consecutive day at a time, unless otherwise approved by Section Manager. Credit time is to be accumulated in minimum one quarter hour periods. An employee who resigns, retires, or otherwise ceases duty shall ensure that no Credit Time is possessed at the time of cessation of duty.

Debit Time

Debit Time is the difference between a Standard Day and the time actually worked less than a Standard Day during which the employee performs ordinary work.

Debit Time is to be used as a safety net in times of emergency and at Section Managers discretion.

Employees shall not accumulate Debit Time in excess of 7.5 hours. An employee who resigns, retires, or otherwise ceases duty shall ensure that no Debit Time is possessed at the time of cessation of duty.

Grievances and Disputes

Nothing in this provision will preclude the employees from exercising their right to invoke the grievance procedures clause in the parent Award if any dispute arises in relation to this agreement. In the event that an employee is prevented unreasonably from taking such flexitime the employee has the right to pursue the matter through the Grievance and Dispute Settling Procedure.

Dated 29 July 2003.

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

Operative Date: 29 September 2003