

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

QUEENSLAND MEALS ON WHEELS SERVICES AWARD - STATE 2003

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

I hereby certify that the Award contained herein is a true and correct copy of the Queensland Meals on Wheels Services Award - State 2003 as at 1 September 2010.

Dated 1 November 2010.

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

QUEENSLAND MEALS ON WHEELS SERVICES AWARD - STATE 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Queensland Meals on Wheels Services Award - State 2003.

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1.3 Date of operation

This Award takes effect from 24 February 2003.

1.4 Award coverage

This Award shall apply to all Affiliates of the Queensland Meals on Wheels Services Association Inc., the Employees and volunteers of an Affiliate, The Australian Workers' Union of Employees, Queensland and no other Award shall apply.

1.5 Definitions

1.5.1 Organisational

- (a) "Queensland Meals on Wheels Services Association Inc." means the administrative organisation of Meals on Wheels in Queensland and its recognised Affiliates who are members of the said organisation as set out in clause 1.5.1(b).
- (b) "Affiliate" - A Meals on Wheels Affiliate is a registered charitable organisation and a member of Queensland Meals on Wheels Services Association Inc. primarily managed and resourced by volunteers which may, due to complexities of work and the inability to operate totally without Employees, reserve the right to engage Employees as herein defined.
- (c) "Employee" means any person employed by the employer but shall not include a Volunteer Worker whilst engaged in voluntary work.
- (d) "Volunteer Worker" A Volunteer Worker means any person who, by freedom of choice, offers to assist in carrying out the work of the Affiliate without monetary remuneration and therefore voluntarily in respect of that work has no entitlement to wages and allowances as prescribed in this Award. A Volunteer Worker may also be an Employee of the Affiliate in respect of work of the same or a different nature carried out at different times to the voluntary work but the provisions of this Award shall only apply to the paid employment.

1.5.2 General

- (a) "Act" means *Industrial Relations Act 1999* as amended or replaced from time to time.
- (b) "Commission" means the Queensland Industrial Relations Commission.
- (c) "Double-time" means double the ordinary hourly rate.
- (d) "Double-time and a-half" means double and a-half the ordinary hourly rate.
- (e) "Time and a-half" means the ordinary hourly rate and a-half.
- (f) "Union" means The Australian Workers' Union of Employees, Queensland.

1.6 Area of operation

For the purposes of this Award the following divisions shall apply:

1.6.1 Divisions

- (a) Northern Division - That portion of the State North of a line commencing at the junction of the 21st parallel of south latitude with the sea-coast; then by that parallel of latitude due west to 147 degrees of east longitude; then by that degree of east longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State, including all islands north of the 21st parallel of south latitude which are within the State of Queensland.
- (b) Mackay Division - That portion of the State within the following boundaries - Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; thence by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement; and including all islands situated between the 21st and 22nd parallels of south latitude and within the State of Queensland.
- (c) Southern Division - That portion of the State not included in the Northern or Mackay Divisions and excluding that area within the following boundaries - Commencing at Point Danger and bounded then by the Southern boundary of the State westerly to 151 degrees of east longitude; then by meridian of longitude bearing true north to 24 degrees 30 minutes of south latitude then by that parallel of latitude bearing true east to the sea-coast; and then by the sea-coast southerly to the point of commencement.

1.6.2 Districts

For the purposes of this Award the following districts shall apply:

- (a) Northern Division

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

Western District - That portion of the above area west of 144 degrees 30 minutes of east longitude, including Thursday Island.

(b) Southern Division:

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

Western District - The remainder of the Southern Division.

1.7 Parties bound

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

1.8 Pre-existing conditions

No Employee will suffer a reduction in wages for ordinary hours of work in the course of the Employee's normal duties as a result of this Award coming into operation.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

2.2 Majority clause

- 2.2.1 The provisions of clause 2.2 will apply by agreement between the employer and an individual Employee or the majority of Employees concerned and who are engaged under this Award. The decision of a majority of Employees is binding on all Employees bound by this Award from time to time.
- 2.2.2 Where an Employee or Employees bound by this Award is/are engaged upon work which is incidental or peripheral to the main business of the employer, and the majority of Employees employed by the employer in Queensland are covered by another award made or approved by the Commission or the Australian Industrial Relations Commission, then any one or more of the corresponding provisions of that other award will, to the extent agreed and without amendment, apply to the employer's Employees covered by this Award in lieu of one or more of the following clauses of this Award:

- clause 4.3 Part-time employment;
- clause 6.1 Hours of work; and
- clause 6.3 Meal breaks

The agreement may apply to the whole or a nominated severable part of the last mentioned clauses and to the whole or a nominated severable part of corresponding provisions of another award of Queensland or the Commonwealth.

- 2.2.3 (a) Any agreement made pursuant to clauses 2.2.1 and 2.2.2, shall be in writing and shall particularise the provisions to be applied. It shall be signed by the employer and the Employee/s concerned or a representative of the Employees if more than one are involved.
- (b) The intent of any such agreement, when considered as a whole, should be to improve productivity and efficiency in the particular workplace where multi-award coverage is a problem and not to disadvantage Employees.

- (c) A copy of such agreement shall be retained by the employer and the Employee/s or representative of the Employees and a further copy shall be exhibited as if it was an Award.
- (d) Without in any way limiting what may be contained in an agreement, clause 2.2 authorises the making of an agreement for a fixed period of time, the duration of a specific task or an indefinite period of time:

Provided always that an agreement for an indefinite period of time may be terminated by either the employer, the Employee or a majority of the existing Employees concerned, by the giving of not less than 28 days' written notice to the other party to the agreement of intention to terminate the agreement.
- (e) By mutual agreement of both parties any agreement, including one for a fixed period of time, may be terminated at any time upon such notice and such terms, if any, as may be mutually agreed.
- (f) Termination in accordance with clause 2.2.3(d) may be effected without any reason being given and will be effective upon expiration of the notice period.

2.2.4 Upon an agreement being made pursuant to clause 2.2 any provision of another award of Queensland or the Commonwealth which is by such agreement applied to Employees covered by this Award, shall be deemed to be a provision of this Award and shall be binding upon and enforceable in all respects against the employer and Employee or Employees concerned as if it was a provision of this Award.

2.2.5 Any obligation or liability incurred during the currency of an agreement made pursuant to clause 2.2 continues to be enforceable to the same extent as other provisions of this Award, regardless of the expiry or termination of the agreement.

2.2.6 Clause 2.2 is to be read and applied subject to, and so as not to exceed any limitations, powers or requirements imposed upon the Commission by the Act and the *Anti-Discrimination Act 1991*.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Consultative mechanisms and procedures in the workplace

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

3.1.2 At each enterprise the employer, the Employees and their Union commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and need of that enterprise. Measures raised by the employer, Employees or Union for consideration consistent with the objectives of clause 3.1.1 shall be processed through the consultative mechanisms and procedures.

3.2 Grievance and dispute settling procedure

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

3.2.1 In the event of an Employee having a grievance or dispute the Employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the Employee/s may bypass this level in the procedure.

3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, the Employee or the Employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the Employee or the Employee's representative.

3.2.3 If the grievance involves allegations of unlawful discrimination by a supervisor the Employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the Employee may proceed directly to the process outlined at clause 3.2.5.

3.2.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.2.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An Employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.2.2 will not result in resolution of the dispute.

- 3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.2.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.2.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.2.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

4.1 Employment categories

4.1.1 General

(a) Employees under this Award will be employed in one of the following categories:

- (i) Full-time; or
- (ii) Part-time; or
- (iii) Casual; or
- (iv) Fixed-term.

(b) At the time of engagement the employer will inform each Employee of the terms of their engagement, in writing, and in particular whether they are to be full-time, regular part-time, casual or fixed term.

4.2 Full-time employment

Employees other than casual or part-time Employees are deemed to be full-time Employees and are entitled to all of the benefits provided by this Award.

4.3 Part-time employment

4.3.1 An employer may employ a part-time Employee in any grade of this Award.

4.3.2 (a) A part-time Employee is an Employee who:

- (i) Works less than full-time hours of 38 per week; and
- (ii) Has reasonably predictable hours of work; and
- (iii) Receives, on a *pro rata* basis, equivalent pay and conditions to those of full-time Employees who do the same kind of work.

(b) At the time of engagement the employer and the part-time Employee will, in writing, specify the minimum hours to be worked each day, which days of the week the Employee will work and the actual starting and finishing times.

(c) Any agreed amendment to the regular work pattern will be recorded in writing.

(d) The employer is required to roster a part-time Employee for a minimum of 3 consecutive hours on each day of engagement.

(e) An Employee who does not meet the definition of a part-time Employee and who is not a full-time Employee, will be paid as a casual Employee in accordance with clause 4.4.

(f) All time worked in excess of rostered hours will be overtime and paid for at the rates prescribed in clause 6.5

(Overtime) of this Award.

- (g) A part-time Employee employed under the terms of this clause must be paid for each ordinary hour worked at the rate of 1/38th of the weekly rate prescribed for the grade of work performed.

4.4 Casual employment

- (a) A casual Employee is an Employee engaged as such.
- (b) A casual Employee shall be paid at an hourly rate equal to 123% of the appropriate hourly ordinary rate prescribed by the Award and shall be further entitled to *pro rata* payment of any applicable allowances under this Award.
- (c) Casual Employees, by mutual agreement, shall be paid at the termination of each engagement or fortnightly.
- (d) On each occasion a casual Employee is required to attend work the Employee will be entitled to a minimum payment of 2 hours work.

4.5 Fixed term employees

- (a) An Employee may be engaged on (b) fixed-term contract, or (c) fixed-project contract.
- (b) A fixed-term contract operates for a specific period of time, as agreed in writing between the parties prior to engagement. At the end of the specified period, the contract and the employment of the individual is terminated.
- (c) A fixed-project contract operates for the duration of a specified work task, or range of tasks, as agreed between the parties prior to engagement. Once the task(s) is completed, the contract and the employment of the individual is terminated.

4.6 Incidental or peripheral tasks

- 4.6.1 An employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill, competence and training.
- 4.6.2 An employer may direct an Employee to carry out such duties and use such tools and equipment as may be required provided that the Employee has been properly trained in the use of such tools and equipment.
- 4.6.3 Any direction issued by an employer pursuant to clauses 4.6.1 and 4.6.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.7 Anti-discrimination

- 4.7.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:
- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.
- 4.7.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.2, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.7.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4.7.4 Nothing in clause 4.7 is to be taken to affect:
- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
- (b) an Employee, employer or registered organisation pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission

4.8 Termination of employment

4.8.1 Statement of employment

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

4.8.2 Termination by employer

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

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

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

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

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

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

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

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

4.8.3 Notice of termination by employee

The notice to terminate the contract of employment, a full-time or part time employee must give at least one week's notice or forfeit a maximum of one weeks' pay in lieu thereof.

4.8.4 Time off during notice period

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

4.9 Introduction of changes

4.9.1 Employer's duty to notify

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.

- (b) 'Significant effects' 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 alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.9.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.10 **Redundancy**

4.10.1 *Consultation before terminations*

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

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

4.10.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in 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 an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (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*

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

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

4.10.8 *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

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

4.10.10 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 a common shareholder 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 an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.10.13(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

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

4.11 Continuity of service - transfer of calling

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Definition of classifications

5.1.1 "Grade One" shall mean an Employee appointed as such who:

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

An Employee at this grade performs routine duties essentially of a manual nature and to the level of the Employee's training:

- (a) performs simple, repetitive tasks;
- (b) exercises minimal judgement; and
- (c) works under general supervision;

5.1.2 "Grade 2" shall mean an Employee appointed as such who:

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

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

- (a) performs tasks in accordance with strictly defined procedures;
- (b) is trained in and applies basic quality requirements;
- (c) able to exercise reasonable judgement;
- (d) has knowledge of health and safety in relation to task performed;
- (e) performs a limited range of tasks of minimal variety and complexity.
- (f) performs lower grade tasks incidental to their work or performs work which while primarily involving the skills of the Employee's level is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

5.1.3 "Grade 3" shall mean an Employee appointed as such who:

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

An Employee at this grade performs work above and beyond the skills of an Employee at Grade 2 and to the level of the Employee's training including supervision of other Employees:

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

5.1.4 "Grade 4" shall mean an Employee appointed as such who:

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

A Grade 4 Employee works above and beyond an Employee at Grade 3 and to the level of the Employee's training:

- (a) Works from complex instructions and procedures;
- (b) Understands and applies quality control techniques to the point of being accountable and responsible for output and/or work area.
- (c) Co-ordinates work in a team environment or works individually without supervision;
- (d) Capable of applying trade skills to solve all service/trade problems;

- (e) Exercises highly developed communication skills;
- (f) Identifies and solves complex problems, including those of other Employees.
- (g) Is responsible for assuring the quality/service of the Employee's own work;
- (h) Performs lower grade tasks incidental to the Employee's work or performs work which while primarily involving the skills of the Employee's grade is incidental or peripheral to the primary task and facilitates the completion of the whole task.

5.2 Wage rates

5.2.1 Weekly wage rates

An adult Employee of a grade specified in table hereunder shall be paid not less than the rate per week assigned to the particular paypoint.

| Grade | Trade Relativity | Weekly Wage Rate \$ |
|------------|---------------------|------------------------|
| Grade 1 | | |
| Paypoint 1 | 85% | 603.20 |
| Paypoint 2 | 87% | 613.70 |
| Grade 2 | | |
| Paypoint 1 | 88% | 619.00 |
| Paypoint 2 | 91% | 634.70 |
| Grade 3 | | |
| Paypoint 1 | 94% | 650.50 |
| Paypoint 2 | 97% | 666.20 |
| Grade 4 | | |
| Paypoint 1 | 100% | 682.00 |
| Paypoint 2 | 102% | 692.50 |
| Paypoint 3 | 107% | 718.80 |
| Paypoint 4 | 110% | 734.50 |

Note 1: The percentage relativities column relates to the percentages applying before the application of the first, second and third arbitrated safety net adjustments. The percentage relativities are based on a base rate and supplementary payment totalling \$427.20 per week.

Note 2: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

5.2.2 Savings clause

No Employee shall suffer a reduction in wages as a result of the introduction of this Award.

5.3 Junior employees

5.3.1 The minimum rates of wages for junior Employees are calculated on the percentages of the rates prescribed for the appropriate full-time Employee.

| | Percentage of Adult Rate |
|------------------------------|-----------------------------|
| | % |
| Under 17 years of age | 55 |
| 17 and under 18 years of age | 65 |
| 18 and under 19 years of age | 75 |
| Thereafter | 100 |

- 5.3.2 Junior rates shall be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple.
- 5.3.3 Provided that any junior Employee who is engaged as a Grade 3 or above, shall be paid the full adult rate for all such time so engaged, rounded-off to the next full hour.
- 5.3.4 The proportion of junior Employees to adult Employees employed shall be a minimum of one junior to one adult Employee.
- 5.3.5 An employer may at any time require the production of a birth certificate or other satisfactory proof for the purpose of ascertaining the correct age of a junior Employee.

5.4 Progression

- 5.4.1 Where an employer has introduced appropriate skills based assessment structures, progression within grades may be dependent upon the Employee successfully acquiring skills as set out in the skills based assessment structures.
- 5.4.2 Where no skills based assessment structure exists progression for full-time Employees within each grade will occur when such Employee has been employed at a particular rate of pay within a grade for 1976 ordinary time hours, and for part-time and casual Employees, not before working 12 months and the equivalent of 1200 hours of service. This is only a progression within the grade determined of the particular role.
- 5.4.3 Where an Employee declines an offer by the Employee's employer to participate in skills based assessment structures provided in accordance with this clause, the employer may withhold progression of that Employee within that Employee's level of employment. Any disputes arising from clause 5.4 shall be dealt with in accordance with the Grievance and Dispute Settling Procedure in this Award.
- 5.4.4 Employers who introduce such skills based structures shall provide such structural training to the Employee at no cost to the Employee.
- 5.4.5 Progression from one grade to the next shall be by the acquisition of appropriate skills and/or competencies, and by appointment on merit to vacancies.

5.5 Payment of wages

- 5.5.1 All wages shall be paid in full at least once in each fortnight by electronic funds transfer (EFT) directly into the Employee's account in any financial institution nominated by the Employee, which has that facility without cost to the Employee or by cheque or cash as arranged at the time of engagement.
- (a) Casual work may by mutual consent be paid for as above or at the termination of each engagement: Provided that payment may be made by electronic funds transfer (EFT) directly into the Employee's account, nominated by the Employee, in any financial institution which has that facility without cost to the Employee or by cheque or cash as arranged at the time of engagement.
- (b) When notice of termination of employment has been given by an Employee or an Employee's services have been terminated by an employer, payment of all wages and other monies due shall be made at the Employee's normal place of employment prior to the Employee leaving such place of employment or by electronic funds transfer (EFT) into the Employee's account. If an Employee is kept waiting for more than 15 minutes after termination of employment such Employees shall be paid overtime rates for waiting time:
- (c) Provided where an Employee is dismissed for misconduct such Employee shall be paid within 24 hours, weekends and public holidays excluded, from the time of dismissal.

5.6 Allowances

5.6.1 Meal allowance

An Employee required to work overtime for more than one hour will be provided with a meal or paid \$9.60 and allowed a 30 minute unpaid meal break.

5.6.2 Uniform and laundry allowance

- (a) Where an Employee is required to wear a uniform or any other distinctive type of clothing, such uniform or clothing shall be supplied, maintained, and laundered at the employer's expense, and shall be the property of such employer.
- (b) Where an employer directs an Employee to wear a uniform or any other distinctive type of clothing, and such uniform or clothing is not supplied or laundered by the employer, the following allowances shall be paid:

- (i) Employees who supply their own uniforms or distinctive clothing shall receive an allowance at the rate of \$209.00 per annum, which shall be paid on a *pro rata* basis each pay day;
- (ii) Employees required to launder their own uniforms or distinctive clothing shall be paid \$1.85 per week.
- (c) Uniform and laundry allowances are not payable when there is no requirement by the employer to wear such uniform or distinct clothing.

5.6.3 *Motor vehicle allowance*

Where an Employee is required to use the Employee's own vehicle on the employer's instruction, the Employee is to receive a vehicle allowance at one of the following rates:

- (a) under 6 cylinder \$0.4940 per kilometre;
- (b) 6 cylinder and over \$0.5880 per kilometre.

5.6.4 *Reimbursement of petrol costs - volunteers*

Where Volunteer Workers used their car for the distribution of meals they are entitled to reimbursement for petrol costs on the production of a petrol voucher or by arrangements deemed appropriate by individual Affiliate member management committee.

5.6.5 *First aid allowance*

Where an employer appoints an Employee who holds a current first-aid certificate as the first-aid person and that Employee works at least 3 days a week for their Affiliate, an additional amount of \$12.70 per week shall be paid to the Employee, except where an employer appoints an Employee as the first-aid person for their Affiliate and the employer pays for the first-aid certificate course and any subsequent refresher courses.

5.7 **Superannuation**

5.7.1 *Entitlement*

In addition to the rates of pay prescribed by Part 5 of this Award, all Employees shall be entitled to occupational superannuation provisions as prescribed in clause 5.7.

5.7.2 *Definitions*

- (a) "The fund" shall mean SUNSUPER as well as any other occupational superannuation scheme offered by the employer, and approved in accordance with the Commonwealth Operational Standards for Occupational Superannuation Funds.
- (b) "Contributory wage" shall mean:
 - (i) the ordinary weekly rate of pay applicable to each Employee's grade; or
 - (ii) the weekly rate of pay prescribed by clause 5.2; or
 - (iii) the hourly rate of pay for part-time Employees as prescribed by clause 4.3; or
 - (iv) the hourly rate of pay for casual Employees as prescribed by clause 4.4.
- (c) "Eligible Employee" shall mean any Employee who has been employed by the employer during 4 consecutive weeks. On completion of the above qualifying period, Superannuation Contributions shall be made retrospectively to the commencement of that period.

5.7.3 *Freedom of choice*

Each Employee shall be given equal access to information regarding SUNSUPER as well as such other approved occupational superannuation schemes made available by the employer for the Employee's consideration, in order that the Employee is able to make an informed choice as to which occupational superannuation scheme the Employee wishes the employer to contribute the amount specified in clause 5.7.4 of this Award.

5.7.4 *Contributions*

- (a) The employer shall contribute on behalf of each eligible Employee an amount calculated at:

Financial Year
2003 and beyond 9%

of the Employee's contributory wage, into an approved Occupational Superannuation Fund, as defined herein:

- (b) Provided that in any instance where the amount as calculated above represents less than \$5.00 per fortnight no contribution will be payable by the employer:
- (c) Provided further that the employer shall not be required to pay Superannuation contributions on behalf of any eligible Employee during any unpaid absences except in the case of absence on Workers' Compensation. In the case of Workers' Compensation the employer shall contribute whenever the Employee is receiving by way of Workers' Compensation any amount of money not less than the award rate of pay.
- (d) The obligation upon an employer to make occupational superannuation contributions under clause 5.7.4 shall be in addition to, and distinguishable from, any contributions being made by such an employer in accordance with the rules of any other particular scheme, prior to the introduction of clause 5.7.4.

5.7.5 *Cessation of contributions*

The employer shall not be required to make any further contributions on behalf of any Employee after the end of the last day on which the Employee's resignation or dismissal becomes effective.

5.8 Recovery of overpaid wages

For whatever reasons that overpayment of salary/wages may occur the parties agree that the recovery of such overpaid monies must occur as follows:

The Employee must be notified in writing with details of the overpayment as soon as it has been identified. Recovery must proceed immediately at the next available pay period upon and election by the Employee for one of the following options:

- (a) full restitution by personal payment or recovery from the next available pay; and
- (b) payment of a fixed amount per pay period as mutually agreed between the parties.

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

6.1 Hours of work

6.1.1 The average of 38 hours per week for full-time Employees is to be worked in one of the following ways.

- (a) a 19 day month, of 8 hours per day;
- (b) 4 days of 8 hours and one of 6 hours;
- (c) 4 days of 9 1/2 hours per day;
- (d) 5 days of 7 hours 36 minutes per day;
- (e) 3 days of 10 hours and one of 8 hours;
- (f) any combination of the above.

6.1.2 The arrangement for working the average of 38 hours per week is to be agreed between the employer and the Employee from the alternatives in clause 6.1.1.

6.1.3 The agreed hours of work arrangement must meet the following conditions:

- (a) A minimum of 6 hours and a maximum of 10 hours may be worked on any one day. The daily minimum and maximum hours are exclusive of meal break intervals.
- (b) (i) No Employee is to work more than 10 consecutive days in a row without a rostered day off.
(ii) Where practicable the rostered day off must be contiguous with an Employee's normal days off.
(iii) Rostered days off may be banked, up to a maximum of 5 days.
(iv) An Employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
(v) If a rostered day off falls on a public holiday then, where practicable, the next day is to be taken as the rostered day off.
(vi) The entitlement to a rostered day off on full pay is subject to the following:

- (A) each day of paid leave, except annual leave and long service leave, and any public holiday occurring during the 4 week cycle must be regarded as a day worked for accrual purposes; and
- (B) an Employee who has not worked a complete 4 week cycle in order to accrue a rostered day off must be paid a *pro rata* amount for credits accrued for each day worked in the cycle. The *pro rata* amount is 24 minutes pay for each 8 hour day worked.

6.2 Rosters

- 6.2.1 A 14 day roster for full-time and regular part-time Employees showing normal starting and finishing times, meal times where applicable and the name of each Employee shall be prepared by the employer and posted in a conspicuous place accessible to the Employees concerned.
- 6.2.2 The roster shall be alterable by mutual consent at any time or by amendment of the employer on 7 days' notice or through sickness or other causes over which the employer has no control.

6.3 Meal breaks

- 6.3.1 Where an Employee, including a casual Employee, is required to work for 5 1/2 or more hours in a day the Employee must be given an unpaid meal break of no less than 30 minutes and no more than one hour. The break must be given no earlier than one hour after starting work and no later than 5 1/2 hours after starting work.
- 6.3.2 If an Employee is not given the unpaid meal break at the time the employer has told the Employee it will be given, the employer must pay the Employee an extra hourly or part thereof payment at the rate of double time of the ordinary hourly rate from the time the meal break was to commence until either the meal break is given or the shift ends.

6.4 Rest pauses

Rest pauses shall be taken in the employer's time and at a time to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity in the opinion of the employer is necessary.

6.4.1 Full time employees

- (a) Full-time Employees shall be entitled to a paid 10 minute rest pause in the 1st and 2nd part of each day worked.
- (b) Having regard to full time Employees' health, safety and welfare as well as taking peak periods of work load, one rest pause of 20 minutes in the first part of the working day may be substituted, at the employer's discretion.

6.4.2 Part time employees

Permanent part-time Employees shall be entitled to a paid 10 minute rest pause where a minimum of 4 consecutive hours are worked on each occasion.

6.5 Overtime

6.5.1 Reasonable overtime

An employer may require an Employee, other than a casual Employee, to work reasonable overtime at overtime rates.

6.5.2 Overtime provisions

- (a) A full-time Employee is paid at overtime rates for any work done outside the spread of hours or rostered hours set out in clause 6.1 - Hours of Work.
- (b) A regular part-time Employee is paid at overtime rates in the circumstances specified in clause 4.3(g).

6.5.3 Overtime rates

The overtime rate payable to an Employee depends on the time at which the overtime is worked.

- (a) Monday to Friday: one and a-half times the Employee's normal rate of pay for the first 3 hours of overtime; and double time rate of pay for the rest of the overtime.
- (b) Between midnight Friday and midnight Sunday: double time rate of pay for any work done.
- (c) Double time shall be paid for all time performed outside of the ordinary working hours or outside of the spread of hours on a Sunday or during a meal period. Such payments shall be in addition to the actual or ordinary

weekly salary paid to each Employee.

- (d) Time off in lieu of overtime: Subject to mutual agreement in writing between the employer and the Employee, an Employee may be compensated for working overtime in lieu of payment by being allowed time off at the following rate:

(i) the first 3 hours of overtime in any one week may be taken at the rate of time worked for time taken.

(ii) any period in excess of 3 hours overtime in any one week may be taken off at a rate equivalent to the prescribed overtime penalty.

- (e) Should overtime in excess of 3 hours be consecutively worked on any one engagement, such excess overtime shall be taken or paid at the rate of double time:

Provided that an Employee shall be required to clear accumulated time off in lieu within 3 months of the overtime being performed. If the employer is unable to release the Employee accordingly, or at the time of termination for any reason by either party, then the Employee shall be paid for the overtime worked at the appropriate overtime rate.

- (f) Subject to prior approval by the employer, an Employee may be granted time off notwithstanding that such time has not been worked as overtime in accordance with clause 6.5.3(d)(i).

The employer shall pay the Employee's salary as if the Employee worked ordinary hours during such time off:

Provided that the period of time off shall be made up in accordance with clause 6.5 through authorised overtime worked, within 4 weeks of the time off being taken, or the Employees pay shall be reduced by the amount of such time off taken.

6.6 Weekend penalty rates

All Employees are entitled to the following weekend penalty rate:

For all ordinary time worked between midnight Friday and midnight Sunday the rate shall be at time and 1/2.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Entitlement

- (a) Full-time and regular part-time Employees are entitled to 4 weeks' paid annual leave after every 12 month period of continuous service.
- (b) Where agreement to bank up to 5 rostered days off has been reached, (refer clause 6.1.3(b)(iii)) an Employee must take and exhaust all accumulated rostered days off prior to taking periods of annual leave.

7.1.2 Public holidays occurring during annual leave

Such annual leave shall be exclusive of any public holidays, which occur during the period of annual leave.

7.1.3 Rate of pay when on annual leave

The pay rate for annual leave is the Employee's pay rate at the time the Employee takes the annual leave, plus 17.5% of that rate.

7.1.4 Taking annual leave

An Employee may take annual leave at a time agreed with the employer within 12 months of accrual, unless alternative arrangements are agreed.

7.1.5 Notice period

The employer and Employee shall seek to reach agreement on the taking of annual leave at a mutually convenient time. In the absence of agreement the employer may give at least 14 days' notice of the requirement to take leave or part of leave which is due to the Employee.

7.1.6 Payment of annual leave on termination

An Employee must take annual leave. However, if the Employee leaves or is dismissed, the employer must pay the Employee any leave entitlement including a proportionate amount for each full month worked since the Employee began working or last qualified for leave. *Pro rata* annual leave pay does include *pro rata* leave loading.

7.2 Sick leave

7.2.1 Paid sick leave is available to full-time and regular part-time Employees when absent due to personal illness or injury (sick leave).

The amount of sick leave to which an Employee is entitled depends on how long the full-time Employee has worked for the employer and accrues as setout hereunder:

| Length of time worked for the employer | Sick Leave |
|--|------------|
| Less than 6 weeks | NIL |
| 6 weeks to less than 12 weeks | 7.6 hours |
| 12 weeks to less than 18 weeks | 15.2 hours |
| 18 weeks to less than 24 weeks | 22.8 hours |
| 24 weeks to less than 30 weeks | 30.4 hours |
| 30 weeks to less than 36 weeks | 38.0 hours |
| 36 weeks to less than 42 weeks | 45.6 hours |
| 42 weeks to less than 48 weeks | 53.2 hours |
| 48 weeks to less than 52 weeks | 60.8 hours |
| Each year thereafter | 76.0 hours |

7.2.2 A regular part-time Employee shall be entitled to *pro rata* sick leave on the same proportion as their completed ordinary hours of work bear to full-time hours.

7.2.3 A casual Employee shall not have an entitlement to paid sick leave.

7.2.4 Sick leave shall be accumulative, however the employer is not bound to pay for more than 266 hours through illness or injury in any 12 month period to a full-time Employee. *Pro-rata* entitlement shall be available to each regular part-time Employee however, the maximum payment per 12 month period shall be reduced accordingly.

7.2.5 *Employee to give notice of sick leave*

(a) Before taking sick leave, an Employee must give at least 2 hours' notice before the Employee's next rostered starting time, unless the Employee has a good reason for not doing so.

(b) The notice must include

the nature of the injury or illness (if known); and

how long the Employee expects to be away from work.

(c) If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the employer by telephone at the first opportunity.

7.2.6 *Evidence supporting claim for sick leave*

The Employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, that the Employee was unable to work because of injury or personal illness:

Provided that it shall not be necessary for an Employee to produce such evidence if an Employee's absence from work on account of injury or personal illness does not exceed 2 days.

7.2.7 *The effect of workers' compensation*

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

7.3 Bereavement leave

7.3.1 *Full-time and part-time employees*

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

7.3.2 *Long-term casual employees*

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

7.3.3 *"Immediate family" includes:*

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

7.3.4 *Unpaid leave*

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

7.4 **Long service leave**

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

7.4.1 *Taking of long service leave*

- (a) An Employee wishing to take long service leave must provide to their immediate supervisor an application in writing giving at least 4 weeks' notice of the desired dates to take leave. The employer may agree to a lesser period of notice under special circumstances.
- (b) The Employee shall be given timely advice of whether or not the leave is approved.
- (c) If the Employee and employer cannot agree, the employer may decide when the Employee is to take leave by giving the Employee at least 3 months' written notice of the date on which the Employee must take at least 4 weeks' long service leave.

7.4.2 *Payment instead of long service leave*

- (a) An Employee may apply for all or part of an entitlement to long service leave instead of taking the leave or part of the leave in accordance with section 53(3) and (4) of the Act.
- (b) Payment may be made only if the payment is ordered by the Commission on application by the Employee.
- (c) The Commission may order the payment only if satisfied the payment should be made -
 - (i) on compassionate grounds; or
 - (ii) on the ground of financial hardship.

7.5 **Family leave**

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

7.5.1 *It is to be noted that:*

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

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

- (a) Maternity leave

(b) Parental leave

(c) Adoption leave

(d) Special responsibility leave for the care and support of the Employee's immediate family or household.

7.6 Public holidays

7.6.1 Subject to clause 7.6.7 all work done by any Employee on:

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

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

7.6.2 Labour Day

All Employees 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.

7.6.3 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.

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the Employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

7.6.4 Employees who do not work Monday to Friday of each week

Employees who do not ordinarily work Monday to Friday of each week are entitled to public holidays as follows:

(a) A full-time Employee is entitled to either payment for each public holiday or a substituted day's leave.

(b) A part-time Employee is entitled to either payment for each public holiday or a substituted day's leave:

Provided that the part-time Employee would have been ordinarily rostered to work on that day had it not been a public holiday.

(c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all Employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.

(d) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an Employee required to work on Christmas Day (i.e. 25th December) is to be paid at the rate of double time.

(e) Nothing in clause 7.6.4 confers a right to any Employee to payment for a public holiday as well as a substituted day in lieu.

7.6.5 Double time and a-half

For the purposes of clause 7.6 "Double-time and a-half" means one and a-half day's wages in addition to the Employee's ordinary time rate of pay or *pro rata* if there is more or less than a day.

7.6.6 Stand down

Any Employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the ordinary rate payable to that Employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and the 1st January (New Year's Day).

7.6.7 Substitution

Where there is agreement between the employer and the majority of Employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of Double-time and a-half at the Employees' ordinary time rate of pay.

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

8.1 Jury service

8.1.1 An Employee other than a casual Employee required to attend for jury service during their ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of the ordinary wage they would have received Monday to Friday in respect of the ordinary time they would have worked had they not been on jury service.

8.1.2 An Employee shall notify the employer as soon as possible for the date upon which they are required to attend for jury service.

8.1.3 Further, the Employee shall give the employer proof of attendance, the duration of such attendance and the amount paid in respect of such jury service.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training clause

The parties to this Award recognise that in order to increase the efficiency and productivity of the enterprise, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

9.1.1 Developing a more highly skilled and flexible workforce.

9.1.2 Providing Employees with career opportunities through appropriate training to acquire additional skills; and

9.1.3 Removing barriers to the use of skills acquired.

9.2 Commitment to training and careers

9.2.1 The parties acknowledge that various degrees of training are provided to Employees, both by internal on the job training and through external training providers. Such training as is appropriate will continue to be provided.

9.2.2 The parties will cooperate in ensuring that appropriate training is available for all Employees and agree to encourage both employers and Employees to avail themselves of the benefits from such training.

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

10.1 Occupational health and safety matters

10.1.1 A continuing high safety and working environment standard will be maintained in accordance with the *Queensland Workplace Health and Safety Act 1995* and Queensland Meals on Wheels Services policies and procedures.

10.1.2 Employees and Volunteer Workers will participate in activities to support and maintain a safe and healthy working environment at each Affiliate's premises and other designated working environments as declared under the Act.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry procedure

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

11.1.3 Inspection of records

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

11.1.4 Discussions with employees

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

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

11.1.5 Conduct

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

11.2 Time and wages record

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Trade union training leave

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

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

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

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

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

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

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

- 11.3.6 The granting of such leave is subject to the convenience of the employer so that the operations of the enterprise will not be adversely affected.
- 11.3.7 Where an employer approaches the Union and demonstrates genuine difficulties with respect to the release of a particular Union delegate or representative at a particular time (including where the employer might have previously advised of its ability to release such Union delegate or representative) the Union will not unreasonably press its request for the release of that delegate/representative at that time. If the matter is not amicably resolved, it will be processed in accordance with the grievance and dispute settling procedure contained in clause 3.2.
- 11.3.8 In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted by the employer to cover the absence of the Employee.
- 11.3.9 Leave granted to attend such training courses will not incur any additional payment or alternate time off if such course coincides with an Employee's rostered day off or with any other concessional leave.
- 11.3.10 Such paid leave will not affect other leave granted to Employees under this Award.
- 11.3.11 On completion of the course the Employee must, upon request, provide to the employer proof of their attendance at the course. Except in the case of sick leave or other authorised leave, non-attendance at a training course will result in the Employee not being paid for such time.

11.4 Posting of award

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

11.5 Union encouragement

Preamble

Clause 11.5 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an Employee to join and maintain financial membership of the Union.

11.5.1 Documentation to be provided by employer

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

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

11.5.2 Union delegates

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

11.5.3 Deduction of union fees

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

Dated 20 February 2003.

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

Operative Date: 24 February 2003
Repeal and New Award - Queensland
Meals on Wheels Services Award - State 2003.
Released: 27 February 2003