

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

SUNCORP 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 Suncorp 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 Suncorp Award - State 2003 as at 1 September 2010.

Dated 1 November 2010.

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

SUNCORP AWARD - STATE 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Suncorp Award - State 2003.

1.2 Arrangement

Subject Matter	Clause No.
PART 1 - APPLICATION AND OPERATION	
Title	1.1
Arrangement	1.2
Date of operation	1.3
Award coverage	1.4
Parties bound	1.5
Area of operation	1.6
Definitions	1.7
PART 2 - FLEXIBILITY	
Enterprise flexibility	2.1
PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION	
Grievance and dispute settling procedure	3.1
Consultative groups	3.2
Notice boards	3.3
PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS	
Contract of employment	4.1
Employees with previous service with the State Government Insurance Office	4.2
Employee duties	4.3
Part-time employees	4.4
Casual employment	4.5
Trainees	4.6
Anti-discrimination	4.7
Termination of employment	4.8
Introduction of changes	4.9

Subject Matter	Clause No.
Redundancy	4.10
Stand down	4.11
 PART 5 - WAGES AND WAGE RELATED MATTERS	
Classification committee	5.1
Classifications	5.2
Skills measurement process	5.3
Wage rates	5.4
Payment of wages	5.5
Performance of higher duties	5.6
Allowances	5.7
Superannuation	5.8
 PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK	
Hours of work	6.1
Meal breaks	6.2
Rest pauses	6.3
Overtime	6.4
Meal breaks and meal allowance on overtime	6.5
Shift work	6.6
 PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS	
Annual leave	7.1
Sick leave	7.2
Family leave	7.3
Long service leave	7.4
Bereavement leave	7.5
Public holidays	7.6
Jury service	7.7
 PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK	
Travelling expenses	8.1
 PART 9 - TRAINING AND RELATED MATTERS	
Training	9.1
 PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES	
NOTE: No provisions inserted in this Award relevant to this Part.	
 PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS	
Right of entry	11.1
Time and wages record	11.2
Union encouragement	11.3

1.3 Date of operation

This Award takes effect from 14 July 2003.

1.4 Award coverage

This Award shall apply throughout the State of Queensland to employees of Suncorp Insurance and Finance Limited, Suncorp Building Society Limited and Suncorp Finance Limited, or such other employer as may be created during the life of this Award in place of these separate employers, who are required to apply skills in positions which are classified in accordance with the provisions of this Award.

However, this Award shall not apply to any employee whose position is not so classified except in the case of an employee appointed as a branch manager in which case those provisions pertaining to occupational superannuation, annual leave, sick leave and long service leave shall apply.

This Award is made as a paid rates Award and shall operate as such.

1.5 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.4 and their employers, and upon the Australian Municipal Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees and/or the Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees and their members.

1.6 Area of operation

For the purpose of this Award, the divisions and districts shall be as follows:

1.6.1 Divisions

- (a) Northern Division - That portion of the State along or north of a line commencing at a junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude west to 147 degrees of east longitude; then by that meridian of 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.
- (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 of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.
- (c) Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

1.6.2 Districts

- (a) Northern Division:
 - (i) Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.
 - (ii) Western District - The remainder of the Northern Division.
- (b) Southern Division:
 - (i) 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.
 - (ii) Western District - The remainder of the Southern Division.

1.7 Definitions

- 1.7.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.7.2 "Commission" means the Queensland Industrial Relations Commission.
- 1.7.3 "Continuous Shift Worker" means a person who is rostered to work shifts on a roster of 3 shifts per day (24 hours) on 7 days per week.
- 1.7.4 "Order Fixing Trading Hours - Non-Exempt Shops Trading by Retail" means the Order published in the *Queensland Government Industrial Gazette* of 11 December 1992 and amendments to that Order.
- 1.7.5 "Retail establishment" means any place in which retail mercantile business is exclusively or principally carried on.
- 1.7.6 "Union" means the Australian Municipal Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees; or the Federated Clerks' Union of Australia, North Queensland Branch, Union of employees.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 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.

- 3.1.1 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.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, 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.
- 3.1.3 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 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of the Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, 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.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 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.
- 3.1.9 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.
- 3.1.10 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.

3.2 Consultative groups

- 3.2.1 Consultative groups shall be established for the purpose of assisting in communications between the employers

and employees on work related issues and the resolution of such issues where possible, through consensus.

3.2.2 The make up and the role of these consultative groups shall be as agreed between the employers and the Unions with the criteria that employee participants shall be as representative of the functional groups within operational areas as is possible and practical.

3.3 Notice boards

3.3.1 Each employer shall permit the use of notice boards upon which notices, duly authorised by the secretaries of the appropriate branches of the Unions may be posted.

3.3.2 Any unauthorised notice posted on a notice board may be removed by an accredited Union official or representative or by the employer.

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

4.1 Contract of employment

4.1.1 Full-time and part-time employees shall be engaged on a fortnightly basis.

4.1.2 Employees covered by this Award shall be advised in writing of their employment category upon appointment.

Employment categories are:

(a) Full-time;

(b) Part-time (as prescribed in clause 4.4); or

(c) Casual (as prescribed in clause 4.5).

4.1.3 Nothing in this Award shall be deemed or construed to withdraw any benefits, concessions, or privileges at present being received by persons covered by this Award from their employers by reason of a mutual arrangement between them.

4.2 Employees with previous service with the State Government Insurance Office

4.2.1 Clause 4.2 only applies to employees bound by this Award who were, prior to 1 March 1986, officers employed according to the Public Service Award - State or the *State Government Insurance Office Queensland Act*, and who were engaged by the Corporation as from that date.

4.2.2 The employer will take into account service under the Public Service Award - State or the *State Government Insurance Office Queensland Act* for the following purposes:

(a) Calculation of wages based on years of service;

(b) Calculation of accrued entitlements to annual leave, sick leave and long service leave.

4.2.3 Employees will be entitled to benefits as specified in the Letter of Undertaking and Agreement between the Suncorp Employers and the State Public Services Federation Queensland dated 1994 and placed on file at the Commission for reference, unless otherwise agreed in writing by these parties.

4.3 Employee duties

4.3.1 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.

4.3.2 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 (where relevant).

4.3.3 Any direction issued by an employer pursuant to clauses 4.2.1 and 4.2.2 shall be consistent within the employer's responsibilities to provide a safe and healthy working environment.

4.3.4 Any employee may be required to serve in any part of the State where the employer has or is establishing business operations.

4.3.5 Employees are required to observe the nominated starting and finishing times for the working day, including

designated breaks to maximise available working time. Employees shall be ready and prepared to commence duties at the nominated starting times.

4.4 Part-time employees

4.4.1 (a) An employer may employ part-time employees in any classification in this Award. The proportionate number of part-time employees shall be that agreed between the employer and the relevant Union, taking into account the operating requirements of the employer.

(b) Where agreement cannot be reached in relation to clause 4.4.1(a) the matter shall be submitted to the Commission for resolution.

4.4.2 A part-time employee is an employee who:

(a) Has been engaged as a part-time employee in accordance with clause 4.4; and

(b) Is employed for not less than 15 hours per week and for not more than 35 ordinary hours per week; and

(c) Has reasonably predictable hours of work; and

(d) Receives, on a *pro rata* basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

4.4.3 Provided that clause 4.4.2 may be amended in accordance with the following:

(a) Where an employee requests, and the employer agrees, a part-time employee may be employed for less than 15 hours but not less than 4 hours per week; and

(b) Where there is mutual agreement, a part-time employee may work more than 35 ordinary hours per week but less than 38 hours per week; and

(c) Where agreement is reached in relation to clauses 4.4.3(a) and 4.4.3(b), such agreement shall be recorded in writing.

4.4.4 At the time of engagement, the employer and the employee will agree in writing on the number of ordinary hours worked per week.

(a) The agreed number of ordinary hours per week may only be amended by mutual agreement. Any such agreed amendment to the number of weekly hours of work will be recorded in writing.

(b) Any amendment to the normal work pattern will be by agreement with the employee/s directly affected.

4.4.5 An employer is required to roster a part-time employee for a minimum of 4 consecutive hours on any shift.

4.4.6 A part-time employee who works more than 5 hours on any day shall be entitled to an unpaid meal break of not less than 30 minutes.

4.4.7 All time worked outside of the ordinary hours of work as mutually arranged in accordance with clause 4.4.4 will be overtime and paid for at the rates prescribed in clause 6.4 - Overtime.

4.4.8 A part-time employee employed under clause 4.4 must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

4.4.9 Where a public holiday falls on a day upon which an employee is normally engaged, the employee shall be paid the appropriate rate for the number of hours normally worked on that day.

4.4.10 Where an employee and their employer 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. If such an employee transfers from full-time to part-time (or vice-versa), all accrued Award and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

4.4.11 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 4.5.

4.4.12 All other provisions of this Award relevant to full-time employees shall apply to part-time employees.

4.5 Casual employment

- 4.5.1 "Casual employee" means an employee engaged on an hourly basis.
- 4.5.2 The rate of wages for casual employees shall be calculated by dividing the weekly rate applicable to the year of service scale rate by 38 and adding 23 percent.
- 4.5.3 Casual employees shall be engaged for no more than 8 ordinary hours for any one period.
- 4.5.4 All time worked outside the spread of ordinary working hours or in excess of 8 in any one day, or 38 in any one week, shall be paid at overtime rates except where the arrangement of hours are otherwise worked in accordance with this Award.
- 4.5.5 A minimum of 4 hours shall be paid for each engagement.

4.6 Trainees

Trainees are engaged under this Award, except as amended from time to time by the Order for *Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities)*.

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 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.7.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.7.4 Nothing in clause 4.7 is to be taken to affect:

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

4.8 Termination of employment

4.8.1 *Statement of employment*

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

4.8.2 *Termination by employer*

(a) In order to terminate the employment of an employee the employer shall give 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 over 45 years of age at the time of giving of notice and

with not less than 2 years' continuous service, shall be entitled to an additional week's notice.

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

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

(d) In calculating any payment in lieu of notice the ordinary time rate of pay for the employee concerned shall be used.

(e) The period of notice in clause 4.8.2 shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.

4.8.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be 2 weeks. This period may be amended by mutual agreement between the employee and the employer. If an employee fails to give notice the employer shall 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.

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

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

4.9.2 *Employer's duty to discuss change*

- (a) The employer shall discuss with the employees affected and their Union, *inter alia*, the introduction of the changes referred to, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 4.9.1.
- (c) For the purpose of such discussion, the employer shall provide in writing to the employees concerned and their Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees:

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

4.10 Redundancy

4.10.1 *Discussions before terminations*

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and, where relevant, their Union.

- (b) The discussions shall take place as soon as it is practicable after the employer has made a definite decision which will invoke clause 4.10.1, and shall cover *inter alia*, the reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to avert or mitigate the adverse effects of any terminations of the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.10.2 *Transfer to lower paid duties*

Where an employee is transferred to other 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, pursuant to clause 4.8.2, if their employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate of pay for the number of weeks of notice still owing.

4.10.3 *Transmission of business*

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

4.10.4 *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 thereof as soon as possible giving relevant information including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

4.10.6 *Severance pay*

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

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

4 years and over

8 weeks' pay

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

4.10.7 *Superannuation benefits*

Subject to further order of the Commission where an employee who is terminated receives a benefit from a superannuation scheme, such employee shall only receive under clause 4.106 the difference between the severance pay specified in that clause and the amount of the superannuation benefit such employee receives which is attributable to employer contributions only. If this superannuation benefit is greater than the amount due under clause 4.10.6 then the employee shall receive no payment under that clause.

4.10.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.10.1 may terminate such employment during the period of notice specified in clause 4.8.2, and, if so, shall be entitled to the same benefits and payments under clause 4.10 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 varied 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;
- (b) To employees engaged for a specific period of time or for a specific task or tasks; or
- (c) To casual employees.

4.10.12 *Employers exempted*

Subject to an order of the Commission, in a particular redundancy case, clause 4.10 shall not apply to employers who employ less than 15 people.

4.10.13 *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 Stand down

An employer may stand down any employee without pay on any day, or for part of any day, on which the employee cannot be usefully employed because of the occurrence of anything for which the employer is not responsible or over which the employer has no control.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Classification committee

5.1.2 There shall be a Committee established to initially re-examine original assessments of positions upon application and examine, as necessary, changes to position requirements, or new positions introduced after the commencement of this Award.

5.1.3 The Committee shall meet as required to examine the skill requirements of positions in accordance with this skill measurement process.

- 5.1.4 In examining skill requirements for any particular position, the Committee may take account of any skill/task which cannot be readily identified on the existing skill descriptions. The Committee may, by agreement, relate such a skill/task to an appropriate level within the relevant skill category.
- 5.1.5 The Committee shall comprise equal numbers of members nominated by the relevant Unions and the employers and the Committee as constituted from time to time shall endeavour to achieve the assessment of positions by consensus.
- 5.1.6 Where the Committee is unable to resolve any position by consensus, the parties may seek the assistance of a member of the Commission.
- 5.1.7 All employees shall be provided with the assessment of the position they hold, indicating the skill levels assessed for each category, and the classification level.
- 5.1.8 The Committee may review any position as originally assessed, provided that within one month of the employee receiving the assessment, a written application is received by the relevant Personnel Manager which clearly states the reasons why it is necessary for any particular skill measurement(s) to be reviewed.
- 5.1.9 When examining or re-examining the requirements of any position, the Committee may conduct an interview or make other inquiries as are relevant to making the assessment.

5.2 Classifications

Generic statements in clause 5.2 apply to 4 classification levels for which wage rates are prescribed in clause 5.4.

Whilst they are generally indicative of the type of position which will be classified at each level, they are not so exhaustive as to indicate every position that may properly be classified at the respective levels.

A position will therefore be classified at a particular level when the required skills/tasks for the position are identified, examined and, measured by the use of the skills measurement process incorporated in this Award in clause 5.3 and the Level assessed in accordance with the procedures therein.

5.2.1 Level 1

Positions at this level require the application of skills to carry out general support, sales and/or business functions usually at the entry level within Suncorp business streams.

Basic information handling and technology skills will have been acquired for the general support functions and normally in the case of sales and business functions, Suncorp entry level training detailed to the product/function will have been undertaken.

Usually the work is performed as part of a team performing similar work and technical and administrative supervision is provided by a team leader or another more senior employee in the same functional stream.

There is no formal responsibility for the work of others, but these employees may assist in work familiarisation of newcomers.

5.2.2 Level 2

Positions at this level require the application of skills to carry out more complex, or a greater range of tasks which require more developed skills and an extended or more detailed level of knowledge than at level one.

In the case of support functions, the tasks may be involved in the provision of a range of typing, word processing, reception and/or secretarial services to an individual or a group. Alternatively the tasks may be involved in the provision of a range of clerical, technical or administrative support services to an immediate supervisor/manager.

In sales and business functions, the tasks are usually performed as part of a team performing similar work and these employees may act as a reference point for other members of the team at level one on business and procedural matters.

These sales and business positions may have some limited responsibilities within the daily functioning of the team and there may be some specific operational tasks performed.

5.2.3 Level 3

Positions at this level require the application of skills to carry out a range of tasks necessary for the processing or otherwise dealing with specific sales or product/customer files, or the like, within established procedures and authority limits for the relevant product and business unit. Alternatively work may be performed alone on specific functional work or projects or

may be performed as a member of an advisory/technical team in a supportive or business role.

In the case of product line positions the business/financial skills will usually be advanced whereas in the case of advisory/technical type positions the skills most relevant to the focus of the position will be foremost.

Product line employees working in group situations and performing similar work may have some limited responsibilities within the daily functioning of the group which may include some formal input or responsibilities for performance appraisal, minor counselling and/or team performance.

5.2.4 *Level 4*

Positions at this level require the application of skills to carry out a range of tasks necessary for the processing or otherwise dealing with specific sales or product/customer files and the like within established procedures and authority limits for the relevant product and business unit. Alternatively, work may be performed alone on specific functional work or projects or may be performed as a member of an advisory/technical team in a supportive or business role.

In the case of product line and sales positions these positions will usually be a technical and/or procedural reference point for those at a lower level or those in the same product line or business stream. They can have some formal responsibilities for team performance and an input to staff selection performance appraisals and disciplinary procedures but do not have ultimate responsibility in these areas.

In support roles the skills most relevant to the focus of the position will be at least those for a level 3 position in the same discipline but other skills will usually be required in advance of a level 3 position due to the scope of the position.

The required skills will generally be in advance of those required at level 3 because of experience and training accompanied by an extensive industry knowledge or an enhanced enterprise knowledge as the case may be.

The authority levels attaching to the position will be higher than for level 3 positions in the same stream and a more complicated/comprehensive range of tasks are usually undertaken carrying a higher risk or value to the enterprise.

5.3 Skills measurement process

5.3.1 *Introduction*

- (a) 8 categories of skill have been identified in positions covered by this Award.

The categories are:

- (i) Business and/or financial skills
- (ii) Enterprise knowledge
- (iii) Industry knowledge
- (iv) Technology skills
- (v) Information handling skills (including written communication)
- (vi) Organisational skills
- (vii) Interpersonal skills (including verbal communication)
- (viii) Team skills

- (b) Varying levels of skill in each category are required by different positions depending on the nature and complexity of the work performed.

- (c) In Part 5 of the Award, clauses 5.1 and 5.3 explain and describe the method used in determining the classification levels for positions as specified in clause 5.4.

- (d) These descriptions have been written on the assumption that the skills described in each category are cumulative i.e.:

- (i) Level 2 includes skills at Level 1
- (ii) Level 3 includes skills at Levels 1 and 2
- (iii) Level 4 includes skills at Levels 1, 2 and 3.

- (e) The specific requirement for skills at a lower level is, however, dependent on the position and the work area e.g. a position may require a Level 2 skill without needing the Level 1 skill for that category.

- (f) Some categories have 3 levels within which skills/tasks have been identified, whilst others have 4 levels within which skills/tasks have been identified.

In both cases it is recognised that the focus of the position may not require skills under all skill categories to the extent identified for level 1.

5.3.2 Descriptions

The progression of skills and knowledge in various categories is shown by the use of certain adjectives. As a guide in reading and/or applying these statements to positions the following descriptions are provided:

(a) Skill Descriptions

- (i) "Basic" means a defined range of specific skills to enable an employee to complete routine tasks;
- (ii) "Developed" means a broad range of specific skills to enable an employee to complete variable tasks;
- (iii) "Advanced" means specialised skills to enable an employee to complete complex tasks and/or a broad range of specific skills to achieve work unit objectives.

(b) Knowledge Descriptions

- (i) General means a broad awareness;
- (ii) Detailed means specific and thorough knowledge;
- (iii) Extensive means a broad and thorough knowledge.

(c) Abbreviations

The abbreviations referred to in clause 5.3.7 are defined in the following manner:

- (i) "NS" stands for Network Services;
- (ii) "GI" stands for General Insurance;
- (iii) "PFP" stands for Personal Financial Products.

5.3.3 Position streams

To assist in describing the varying components of Enterprise Knowledge required in different positions, 3 streams are identified. They are:

- (a) Sales - This means positions whose primary purpose and activities are direct dealing with and sales to external customers e.g. branch positions, sales service officers etc.
- (b) Business - This means positions whose primary purpose and activities are direct dealing with and service to positions in the Sales stream as well as some direct contact with external customers e.g. loans officers, claims officers etc.
- (c) Support - This means positions whose primary purpose and activities are providing support and assistance to positions in the Sales and/or Business streams e.g. admin assistants, accounting officers etc.

5.3.4 Measurement of skill levels

- (a) Once the skill levels in each category are identified for a position, a simple numerical points system is applied to transpose the skill levels into a form of total measurement that can then be used to relate the position to other positions in the organisation.
- (b) The system does not attempt to precisely establish any particular relationship between skill levels in one category with those in another category, nor is it influenced by pay scales or other such issues. The main purpose is to achieve a measure of all Award positions by a commonly applied method which then enables a fair comparison to be made on a numerical scale.
- (c) Points are allocated to skill levels in the 8 skill categories as follows:

The skill levels are not to be confused with the ultimate classification level determined for the position.

Skill Level	Categories with 3 Skill Levels		Categories with 4 Skill Levels	
	Enterprise Knowledge Points	Other Categories Points	Skill Level	Points

		0 Less than level 1		0 Less than level 1
1	5	4	1	4
2	7	7	2	6
			3	8
3	10	10	4	10

5.3.5 Classification levels

(a) The total points resulting from the application of the points to the skill levels for the position places the position in a numerical scale. This scale is divided into 4 levels of 10 points. Between each level of 10 points is a buffer zone of 5 points.

(b) The points for each level and the buffer zones are as follows:

Classification Level	Points	Points	
4	71-80		
		66-70	Buffer Zone
3	56-65		
		51-55	Buffer Zone
2	41-50		
		36-40	Buffer Zone
1	26-35		

(c) Positions are allocated to a classification level based on the total points when compared on this scale. However, any position falling within level 3 on this basis, which scores maximum points in at least 3 skill categories, is to be treated as if it fell within the buffer zone.

(d) Any position with total points falling anywhere within a buffer zone, or any position treated as if within the buffer zone, is to be re-examined and compared with positions in the same stream, and wherever possible, in the same work area, both above and below the buffer zone. This is to establish the relativity with those other positions and allow a decision to be made on the most appropriate level for the position in question.

5.3.6 Position measurement record

(a) Each Award position is to have the skill level points allocation and position classification level recorded.

(b) Where a position is reassessed after scoring in the buffer zone, or being treated as if scoring in the buffer zone, the original total points are to remain on the record with the final position level noted as resulting from the buffer zone assessment.

5.3.7 Skill descriptions

(a) *Business and/or Financial skills:*

Skills under this heading are used for the completion of operational tasks, financial administration and for control functions.

Skills are applied to varying degrees in:

- accounting
- banking
- financial administration
- insurance

(i) Level 1

Basic business/financial skills typically include:

- Administration of petty cash
- Performing routine reconciliations
- Preparing invoice statements
- Cheque processing
- Ledger and account maintenance
- Preparation of banking documents
- Cash handling
- Teller balancing
- ATM balancing

- Loan enquiries
- Policy payments
- Renewals
- Endorsements within authority limits
- Quoting from ratebook schedules
- New business data preparation
- Claims lodgements
- Intimating claims
- Minor claims processing
- Claims preparation - maturities
- Preparation of superannuation benefit payments
- Administration of non complex superannuation funds such as Easy Super and Super Plan
- Maintaining office supplies

(ii) Level 2

Developed business/financial skills typically include:

- Branch balancing
- Treasury
- Performing non-routine reconciliations
- Recovering arrears

- Calculating pay entitlements
- Monitoring and controlling cash flow

- Preparation of loan and mortgage documentation
- Financial assessment for lending purposes
- Home loan qualification and application

- Quoting non-ratebook new business subject to risk assessment limits
- Identifying and referring non standard risks
- Acceptance of new business to first authority limit for risk class
- Policy cancellations (NS)
- Processing and authorising major domestic claims (NS)
- Claims preparation - loans and surrenders (PFP)
- Processing and authorising claims within first authority limits for risk class (GI)
- Administration of complex superannuation funds such as Managed Funds, Custom Supers, Law Plan and Investment Only Funds
- Administration of superannuation funds in high work load regions

- Identifying non-compliance with policy and procedure

(iii) Level 3

Advanced business/financial skills typically include:

- Financial accounting
- Applying accounting standards for account administration
- Performing complex reconciliations
- Complex tax calculations and preparation of taxation returns

- Loan application and approval

- Preparing project specifications to meet the business requirements

- Risk assessment and acceptance of non standard business within limits (NS & GI)
- Acceptance of high level & special category risk business (GI)
- Acceptance of new business to second authority limits (PFP & NS)
- Policy contract changes and alterations (PFP)
- Authorising claims within first authority limits for risk class (PFP)
- Processing and authorising claims within second authority limits for risk class (GI)
- Preparation of special category risk claims such as Industrial Special Risk, Liability, Reinsurance and third Party Recovery (GI)
- Calculating policy values and benefits (PFP)
- Authorisation of superannuation benefit payments to first limit
- Providing technical reference service and support to positions in the same work unit at Levels 1 & 2

(b) Suncorp enterprise knowledge:

Skills under this heading involve acquiring and applying Suncorp enterprise knowledge.

Suncorp enterprise skills include varying degrees of

- understanding of Suncorp products, services, procedures, standards, policies, systems and structures;
- applying such knowledge and understanding to perform tasks.

(i) Level 1

Is a knowledge acquired from a range of initial training courses within Suncorp and on the position experience which when applied with the appropriate skills, enables a person to competently perform the primary and ancillary tasks required of the position.

In the Sales stream it typically is:

- a detailed knowledge of the specific products sold and/or services provided by the position, the system used for dealing with these and the policies, procedures and guidelines to be complied with; and,
- a general knowledge of other products and the business units within the organisation structure.

In the Business stream it typically is:

- a detailed knowledge of the specific products dealt with by the position, the system used for progression or otherwise dealing with applications, claims, fund administration or the like and the policies, procedures and guidelines to be complied with; and,
- a general knowledge of other products and the business units within the organisation structure.

In the Support stream it typically is:

- a detailed knowledge of policies, procedures and guidelines to be complied with in performance of the function and a general knowledge of Suncorp products and services and the business units within the organisation structure; or,
- a detailed knowledge of business units within the organisation structure and contact locations within the business units and a general knowledge of Suncorp products and services dealt with by the respective business units.

(ii) Level 2

Is an extended knowledge acquired from additional training courses and/or identifiable on the position experience relevant to the requirements of the position.

When applied it enables a person to competently perform tasks that are beyond the scope and requirements of Level 1 positions within the same stream and product or service type.

(iii) Level 3

Is an enhanced knowledge acquired from further training courses and/or identifiable on the position experience relevant to the requirements of the position.

When applied it enables a person to competently perform tasks that are beyond the scope and requirements of Level 2 positions within the same stream and product or service type.

(c) Industry knowledge

Skills under this heading involve acquiring and applying knowledge of the financial services industry as it relates to Suncorp.

Industry skills include varying degrees of

- acquiring and applying knowledge and understanding of the financial services industry, and business disciplines, law and legislation as applicable within the industry.

The financial services industry covers the industry segments of banking, finance, insurance, and superannuation.

Business disciplines include recognised standards in accounting, human resources, information technology,

methodology, marketing, actuarial and audit functions and statutory reporting.

(i) Level 1

- General knowledge of banking, finance, insurance or superannuation concepts
- General knowledge of legislation and business disciplines relevant to work area
- General knowledge of competitors' marketed products and services for comparative purposes in customer discussions

(ii) Level 2

- Detailed knowledge of banking, finance, insurance or superannuation concepts
- Detailed knowledge of legislation and business disciplines relevant to work area
- Detailed knowledge of competitors' marketed products and services

(iii) Level 3

- Extensive knowledge of banking, finance, insurance or superannuation concepts
- Extensive knowledge of legislation and disciplines, including tax law, relevant to work area

(d) Technology skills

Skills under this heading are used for maintaining and operating a range of office equipment.

Skills involve varying degrees of complexity in the use of:

- office equipment
- computer applications

The range of equipment includes telephone, switchboard, photocopier, typewriter, adding machine, calculator, facsimile, ATM, dictaphone, personal computer, mainframe terminal.

(i) Level 1

Basic technology skills for this level typically include:

Maintaining a range of general office equipment by

- paper loading, cleaning
- identifying and rectifying minor operating faults such as paper jams, replacing toner

Operating a range of office equipment to complete routine tasks typically requiring the

- selection of appropriate equipment
- receiving of relevant information by viewing and/or listening
- input and editing of data and commands
- storing and saving of data
- accessing and retrieving of data
- production of standard output documents and listings
- transmission of information
- transfer of telephone calls

Operating a security system

(ii) Level 2

Developed technology skills for this level typically include:

Operating a mainframe terminal and/or a personal computer to

- create new software applications
- amend existing applications
- collate/merge data from various applications and systems
- create macros and formulae
- produce reports using advanced presentation features such as graphics

Operating a safe including combination changes

(iii) Level 3

Advanced technology skills for this level typically include the:

- Design of complex computer applications for analysis and reporting purposes.
- Resolution of faults and problems on computer equipment and/or applications referred by users.
- Operation of reporting and project management tools in computer projects and applications.

(e) Information handling (including Written Communication)

Skills under this heading are used for the establishment and maintenance of the relationship between the corporation and its customers and service providers and for the transfer and retention of information within the corporation.

The skills include varying degrees of

- written communication;
- collection, sorting, collation, analysis, storage and retrieval of information with or without the use of technology.

(i) Level 1

Basic written communication skills at this level typically include:

- Recording messages and file notes
- Completing routine correspondence in response to listings or requests
- Completing routine correspondence by inserting specific information to a standard format

Basic information processing skills, to provide access to current records, typically include:

- Collating and binding documents
- Sorting and distributing mail
- Recording receipt and/or dispatch of documents, payments, supplies etc.
- Recording or processing transactions
- Creating and maintaining files

(ii) Level 2

Developed written communication skills at this level typically include:

- Dissecting relevant information from routine correspondence or customer inquiries or complaints
- Collating information for presentation in reports for interpretation by others
- Writing letters in response to incoming non complex correspondence
- Written rejection of business and claims in non-complex matters by routine correspondence
- Taking minutes of meetings (may be in shorthand or longhand) and preparation of draft
- Drafting instructional and/or procedural documentation using a methodology
- Drafting reports from compiled data and using graphical presentation techniques

Developed information processing skills at this level typically include:

- Collecting and examining information to assess risk or to make recommendations
- Administering manuals and/or registers
- Checking and correcting routine paperwork
- Setting up and maintaining standard filing system

(iii) Level 3

Developed writing skills at this level typically include:

- Drafting reports involving recommendations based on analysis and interpretation of researched data for approval of others
- Drafting of complex/non routine correspondence for approval and signature of others

Developed information handling skills at this level typically include the:

- Carrying out of audits to ensure compliance with procedures
- Carrying out quality control checks on work at Levels 1 & 2

(iv) Level 4

Advanced written communication skills at this level typically include the:

- Writing of non routine correspondence requiring technical accuracy and/or business sensitivity
- Writing reports using advanced graphical or other techniques for presentation of technical data
- Writing reports involving recommendations based on analysis and interpretation of researched data
- Documenting of complex procedures and/or systems

Advanced information handling skills at this level typically include the:

- Researching from external sources and collating information
- Analysing data and making recommendations
- Researching and determining document storage requirements
- Creating and setting up library files
- Creating archive retrieval and security systems

(f) Organisational skills

Skills under this heading are used for the co-ordination of tasks and resources for efficient and effective completion of work.

Skills include varying degrees of:

- planning
- scheduling
- prioritising work
- co-ordinating own work and/or work of others
- co-ordinating resources

(i) Level 1

Basic organisational skills typically include:

- Prioritising own work to meet deadlines within established routines or direction.
- Arranging meetings, travel and accommodation within established routines and direction.
- Maintaining office supplies.

(ii) Level 2

Developed organisational skills typically include:

- Prioritising own work to meet deadlines with minimum direction.
- Organising and co-ordinating daily routine staff activities in immediate work area.
- Organising meetings, itinerary, travel and accommodation within broad direction.
- Organising material resources for immediate work area.

(iii) Level 3

Advanced organisational skills typically include:

Scheduling and co-ordinating of staff and/or work allocation to meet business demands of work unit.

(g) Interpersonal skills (including verbal communication)

Skills under this heading are used for the establishment and maintenance of the relationship between the corporation and its external customers, between internal customers and for the transfer of information within the corporation.

Skills include varying degrees of:

- listening and dissecting information
- questioning
- selling; and
- conflict resolution

(i) Level 1

Basic business verbal communication skills typically include:

- Active listening to acquire the meaning of customer and internal communications
- Using open and closed questions to elicit information
- Explanation of routine processes, features and benefits of products so that customers or other staff understand
- Understanding customer concerns or minor objections and responding with information and assistance appropriate to the customer's circumstances
- Greeting and introducing customers or visitors
- Referring customers or visitors to other staff or managers when necessary
- Closing sales and cross sales

(ii) Level 2

Developed business verbal communication skills typically include:

- Explaining product benefits or complex processes or requirements
- Prospecting for new business using questioning and paraphrasing techniques
- Explaining procedures, processes and products to small, informal groups
- Rejection of business and claims in non-complex matters
- Dealing with complaints and resolve day to day issues
- Establishing and maintaining working relationships with internal customers, service providers, brokers and agents
- Interviewing customers in a formal situation for purposes of personal or financial information gathering e.g. lending or superannuation related interview

(iii) Level 3

Developed business verbal communication skills typically include:

- Resolving more complex customer complaints
- Rejection of business and claims in complex matters
- Interviewing staff in a formal situation for purposes of minor counselling and/or assisting with performance and/or personal issues
- Presenting packaged training courses and information sessions

(iv) Level 4

Advanced business verbal communication skills typically include:

- Recruitment interviewing including obtaining employment reference information
- Presenting information sessions to large groups
- Counselling
- Group facilitation
- Conflict resolution

(h) Team skills:

Skills under this heading are used for participation in or supervision of productive work groups.

Skills include varying degrees of:

- sharing responsibility for allocated tasks to achieve team goals
- staff development
- managing team performance in line with the objectives and within the values of Suncorp

(i) Level 1

Team participation skills typically include:

- Identifying the goals, standards and tasks of the team as a whole

- Completing tasks allocated to the individual to identified standards
- Assisting other team members as and when required
- Requesting assistance from team members when difficulties are encountered
- Providing feedback to and accepting feedback from other team members
- Adapting own behaviours for harmonious team relationships

(ii) Level 2

Developed team participation skills typically include:

- Providing assistance and coaching of new team members
- Participating in evaluation of the team's performance
- Monitoring completion of tasks

(iii) Level 3

Team management skills typically include:

- Monitoring of standards of team output/service
- Discussing amendments to standards with team members and agreeing actions to achieve standards required
- Training and coaching team members to do complete position

(iv) Level 4

Developed Team Management skills typically include:

- Agreeing team goals with supervising manager
- Identifying resources required to achieve goals
- Communicating goals and performance standards to the team
- Agreeing performance standards with individuals in the team
- Evaluation and reporting of team performance to standards
- Formal feedback on individual performance
- Input to staff selection
- Promoting staff compliance with policy and procedure
- Contributing to motivation of team to achieve objectives

5.4 Wage rates

5.4.1 The wage rates for adult employees per fortnight shall be as follows:

	Per Fortnight \$
Level 1	
1st year increments	1,282.30
2nd year	1,301.40
3rd year	1,329.80
4th year	1,348.20
5th year	1,372.10
Level 2	
1st year increments	1,390.70
2nd year	1,413.90
3rd year	1,432.60
4th year	1,455.20
5th year	1,485.60
Level 3	
Range	1,520.60to 1,691.60
Level 4	
Range	1,683.20to 1,825.90

5.4.2 The wage rates per fortnight for full-time employees under the age of 21 years in positions classified in level 1 shall be as follows:

	Per Fortnight \$
at 16 years of age	688.60
at 17 years of age	740.10
at 18 years of age	793.20
at 19 years of age	853.95
at 20 years of age	916.40

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

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

5.4.4 Upon the commencement of the predecessor to this Award, an employee shall be paid the wage rate specified in clauses 5.4.1 and 5.4.2 for the classification level to which the job performed by the employee is assigned in accordance with clause 5.3 of this Award. Pre-existing wage rates shall translate as follows:

- (a) Where the pre-existing total wage rate, inclusive of any margin paid under a previous Award, is less than the applicable Award rate in clause 5.4.1 and 5.4.2 above, the employee's total wage rate shall be increased to that applicable Award rate.
- (b) Where the pre-existing total wage rate, inclusive of any margin paid under a previous Award, is higher than the applicable Award rate in clause 5.4.1 and 5.4.2, the total wage rate shall not decrease on translation, but shall be made up of the applicable Award rate in clause 5.4.1 and 5.4.2 above plus a margin which shall be known as the integration margin.

Where a job is classified down, the Award rate shall be the highest rate specified in clause 5.4.1 and 5.4.2 for the lower classification level. Where the job is classified up, the Award rate shall be the first increment in the higher classification level.

- (c) Subject to 5.4.4(e), any increases applicable to the wage rates in clause 5.4.1 and 5.4.2 which are of general application, including State Wage Decisions, shall be applied to the applicable Award rate with no effect on the amount of the integration margin.
- (d) Provided that incremental increases shall be absorbed by the integration margin which shall be adjusted accordingly.
- (e) An employee who is paid an integration margin in accordance with 5.4.4(b) may be required to accept a reasonable transfer to a position for which the Award rate is more aligned with the total rate being paid. Where such an employee refuses to accept a reasonable transfer, all increases applicable under this Award thereafter shall be absorbed by the integration margin until the integration margin is removed or until the employee makes themselves available for a reasonable transfer.
- (f) Where an employee is being paid an integration margin in accordance with 5.4.4(b) above and the job performed by that employee is reclassified so as to attract a higher wage rate in clause 5.4.1 and 5.4.2 above, the integration margin subsequently shall be absorbed in total or part, at the case may be, in any increase in the Award rate that is applicable.

5.4.5 An increase by way of increments shall not be made to the wage rate of any employee until that employee has received such wage rate for a period of 12 months. Except in the case of an employee who is paid the prescribed basic wage on attaining the age of 21 years, or in the case of a promotion, or transfer and promotion from one position to another. In particular, the wage rate specified in clause 5.4.1 and 5.4.2 above for the 5th year of Level 2 shall not have application for a 12 month period from the date on which this Award takes effect.

5.4.6 Notwithstanding anything elsewhere contained in this Award, no employee shall be entitled to receive any increase of wages by virtue of this Award unless the conduct, diligence and general efficiency of such employee shall have been certified by the Department or Office Manager to have been and to be satisfactory.

5.4.7 If any increase prescribed by this Award is withheld from or refused to be granted to any employee, such employee shall be given an opportunity to show cause to the employer why such increase should not be

withheld.

5.5 Payment of wages

- 5.5.1 Except where otherwise mutually agreed between the employer and the majority of employees, payment of wages shall be made fortnightly by electronic funds transfer into the employee's nominated Suncorp Building Society account.
- 5.5.2 In the case of dismissal or of an employee leaving the service of an employer after having given the prescribed notice, the employee shall be paid all wages due into their Suncorp account and within 15 minutes of ceasing time. If such wages are not paid within the time prescribed, all waiting time in excess of 15 minutes shall be paid for at overtime rates.
- 5.5.3 Except where otherwise mutually agreed, employees proceeding on annual leave shall have the payment for such annual leave paid into their Suncorp account before the employee commences the leave.

5.6 Payment for performance of higher duties

- 5.6.1 Where an employee is directed to relieve another employee in the circumstances set out in clause 5.6 and in so doing carries out the duties and responsibilities of the employee being relieved, the employee shall receive extra pay as follows:
- (a) For an employee holding a Level 1 position who is relieving in a Level 2 position, an allowance per fortnight equal to 75% of the difference between the 4th paypoint of the Level 1 position and the first paypoint of the Level 2 position calculated upwards to the next dollar.
 - (b) For an employee holding a Level 1 or 2 position who is relieving in a Level 3 position, an allowance per fortnight equal to 90% of the difference between the 5th paypoint of the Level 2 position and the first paypoint of the Level 3 position calculated upwards to the next dollar.
 - (c) For an employee holding a Level 3 position who is relieving in a Level 4 position, an allowance per fortnight equal to 75% of the difference between the maximum of the Level 3 position and the mid point of the Level 4 position calculated upwards to the next dollar.
 - (d) Any employee covered by this Award who holds other than a Level 3 position who relieves in a Level 4 position shall receive an allowance per fortnight equal to the allowances payable in clause 5.6.1(b) and 5.6.1(c).
 - (e) For an employee holding a Level 4 position who is relieving in a Branch Manager position and allowance per fortnight equal to the difference between the maximum of Level 3 and the mid point of Level 4 calculated upwards of the dollar.
 - (f) Any employee other than an employee holding a Level 4 position who is relieving in a Branch Manager position, an allowance per fortnight equal to the addition of the allowance payable in clause 5.6.1(e) and the allowance payable when relieving in a Level 4 position.
- 5.6.2 *Minimum qualifying period for relief*
- (a) An employee shall only receive the allowance set out in clauses 5.6.1(b), (c) or (d) where the continuous period of relief is at least 2 weeks (10 working days);
 - (b) An employee shall only receive the allowance set out in clauses 5.6.1(a), (e) or (f) where the continuous period of relief is at least one week (5 working days);
 - (c) Each period of relief in a specific higher position shall stand alone in calculating the minimum qualifying periods prescribed in clause 5.6.2.

5.6.3 Method of payment

The employer will pay allowances prescribed in clause 5.6 from the date that the relieving duty commences, and on the basis that each week or part thereof is taken as a full week (eg. 2 weeks and 2 days shall be paid as 3 full weeks).

5.6.4 Extended period of relief

The employer may pay an employee in excess of the allowances set out in clause 5.6.1 where the period of relieving duty covers a period in excess of 3 months.

5.7 Allowances

5.7.3 *Divisional and district allowances*

- (a) Adult employees (21 years and over) in the Mackay Division shall be paid 90 cents per week and adult employees (21 years and over) in the Eastern District of the Northern Division shall be paid \$1.05 per week in addition to the rates above prescribed.
- (b) Western allowance

In addition to the rates of wages set out in this Award for the Eastern Districts, the following Western allowances shall be paid to all employees to whom this Award applies employed in the Western Districts of the Southern and Northern Divisions:

- (i) In the case of adults of the age of 21 years and over in the Western District of the Southern Division - \$1.05 per week.
- (ii) In the case of adults of the age of 21 years and over in the Western District of the Northern Division - \$2.20 per week.

Provided that in all cases the divisional and district allowances for employees under the age of 21 shall be 50% of those prescribed for employees 21 years of age and over.

5.7.4 *Vehicle allowance*

Where an employee is authorised and required to use their own vehicle on the employer's business, the employee shall be paid an allowance based on the type of vehicle as specified below:

- (a) Vehicle of engine capacity of less than 2.0 litres - \$0.4937 per kilometre;
- (b) Vehicle of engine capacity of 2.0 litre and above - \$0.53 per kilometre.

5.8 Superannuation

5.8.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible employees (as defined in clause 5.8.3(b)) shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.8.

5.8.2 *Contributions*

- (a) Amount - As from 1 January 2005 every employer shall contribute on behalf of each eligible employee an amount calculated at 9% of the employee's ordinary time earnings, into an approved fund, as defined in this clause. Each such payment of contributions shall be rounded off to the nearest ten (10) cents:

Provided that where an employee is absent and is receiving by way of workers' compensation an amount of money no less than the award rate of pay the contribution shall be calculated at 3%.

- (b) Regular payment - The employer shall pay such contributions to the credit of each eligible employee at least once each calendar month or in accordance with the requirements of the approved fund trust deed.
- (c) Minimum level of earnings - As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employee's ordinary time earnings, as defined, is less than \$450.00.
- (d) Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall 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.
- (e) Other contributions - Nothing in clause 5.8 shall preclude an employee from making contributions to a fund in accordance with the provisions of the trust deed of the fund.
- (f) Cessation of contributions - An employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.
- (g) No other deductions - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund other than the remission of contributions as prescribed in clause 5.8.

5.8.3 *Definitions*

- (a) "Approved fund" means a fund (as defined in clause 5.8.3(c)) approved for the purposes of clause 5.8 by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by clause 5.8. Such approved fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible employee" means any employee who has been employed by the employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 5.8.2 effective from the commencement of that qualifying period.
- (c) "Fund" means a superannuation fund satisfying the Commonwealth legislation for occupational superannuation funds and satisfying the superannuation fund conditions in relation to a year of income, as specified in the relevant Act and complying with the operating standards as prescribed by Regulations made under the relevant Act. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- (d) "Ordinary time earnings" for the purposes of clause 5.8 means the actual ordinary time rate of pay the employee receives for ordinary hours of work including shift loading, skill allowances and leading hand allowances, where applicable. The term includes any over-award payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

5.8.4 For the purposes of this Award, an approved fund means:

- (a) Sunsuper.
- (b) Any named fund as is agreed to between the relevant employer/Union parties to this Award and as recorded in an approved Industrial Agreement.
- (c) In the case of a minority group of employees of a particular employer, any industry, multi-industry or other fund which has been approved in an award or an agreement approved by an Industrial Tribunal whether State or Federal jurisdiction which has already had practical application to the majority of award employees of that employer.
- (d) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an employer who also belongs to that fellowship, any fund nominated by the employer and approved by the Brethren.
- (e) Any fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a fund cited in an award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.
- (f) In relation to any particular employer, any other established fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.8.2 on behalf of at least a significant number of that employer's employees covered by this Award as at 29 September 1989 and continues to make such contribution.
- (g) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.
 - (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
 - (ii) A person must not coerce someone else to make an agreement.
 - (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (inspection of time and wage records) of the Act.
 - (iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure as contained in clause 3.1.

5.8.5 *Challenge of a fund*

- (a) An eligible employee being a member or a potential member of a fund, as well as the Union, may by

notification of a dispute to the Commission challenge a fund on the grounds that it does not meet the requirements of clause 5.8.

- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.8, the Commission may in its discretion and subject to any recommendation, direction or order it may make, recognise any or all of the contributions previously made to that fund as having met the requirements or part thereof of clause 5.8.2 up to and including the date of that determination.
- (c) In the event of any dispute over whether any fund complies with the requirements of clause 5.8 the onus of proof shall rest upon the employer.

5.8.6 *Fund selection*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clauses 5.8.4(c), (d), (e), (f) and (g) shall be determined by a majority decision of employees.
- (b) Employees who are members of an established fund covered by clause 5.8.4(f) shall have the right by majority decision to choose to have the contributions specified in clause 5.8.2 paid into a fund as provided for elsewhere in clause 5.8.4 in lieu of the established fund to which clause 5.8.4(f) has application.
- (c) The initial selection of a fund recognised in clause 5.8.4 shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under that clause where the long term performance of the fund is clearly disappointing.
- (d) Where this provision has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation of this provision.

5.8.7 *Enrolment*

- (a) Each employer to whom clause 5.8 applies shall as soon as practicable as to both current and future eligible employees:
 - (i) Notify each employee of the employee's entitlement to occupational superannuation;
 - (ii) Consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 5.8.4;
 - (iii) Take all reasonable steps to ensure that upon the determination of an appropriate fund, each eligible employee receives, completes, signs and returns the necessary application form/s provided by the employer, to enable that employee to become a member of the fund; and
 - (iv) Submit completed application form/s and any other relevant material to the trustees of the fund.
- (b) Each employee upon becoming eligible to become a member of a fund determined in accordance with clause 5.8 shall:
 - (i) complete and sign the necessary application form/s to enable that employee to become a member of that fund; and
 - (ii) return such form/s to the employer within 28 days of receipt of the application form/s in order to be entitled to the benefit of the contributions prescribed in clause 5.8.2.
- (c) Where an employer has complied with the requirements of clause 5.8.7(a) and an eligible employee fails to complete, sign and return the application form/s within 28 days of the receipt by the employee of that form/s, then that employer shall:
 - (i) Advise the eligible employee in writing of the non-receipt of the application form/s and further advise the eligible employee that continuing failure to complete, sign and return such form/s within 14 days could jeopardise the employee's entitlement to the occupational superannuation benefit prescribed by clause 5.8.
 - (ii) In the event that the eligible employee fails to complete, sign and return such application form/s within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which the completed and signed application form/s is received by the employer.

- (iii) In the event that the eligible employee fails to return a completed and signed application form/s within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form/s is a pre-requisite to the payment of any occupational superannuation contributions.
 - (iv) At the same time as advising the eligible employee pursuant to clause 5.8.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the Union a copy of each letter forwarded by the employer to the eligible employee pursuant to clauses 5.8.7(c)(i) and 5.8.7(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form/s in accordance with clause 5.8.7(a)(iii) the employer shall be obliged to make contributions as from the date the employee became an eligible employee provided that the eligible employee completes, signs and returns to the employer an application form/s within 28 days of being provided with the application form/s by the employer. Where the eligible employee fails to complete, sign and return an application form/s within such period of 28 days the provisions of clause 5.8.7(c) shall apply.

5.8.8 *Unpaid contributions*

Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.8.5, where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.8.2 in respect of any eligible employee such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission under clause 5.8.5, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.8 excepting that resort to clause 5.8.8 shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

5.8.9 *Exemptions*

- (a) An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.8 in the following circumstances:
 - (i) Incapacity to pay the costs associated with its implementation; or
 - (ii) Any special or compelling circumstances peculiar to the business of the employer.

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

6.1 Hours of work

6.1.1 The ordinary hours of work shall be an average of 38 per week, to be worked on the following basis, unless otherwise mutually agreed between the employers, the majority of employees concerned and the Unions:

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

Provided further that the ordinary hours of work shall be an average of 38 hours per week worked within the spread of hours prescribed herein but on the basis that any one weekday of 7.6 hours is rostered off in each period of 4 consecutive weeks.

- 6.1.2 A roster specifying the day off for each employee shall be made by each Manager with the agreement of the employees concerned at least one week prior to the 4 week period in which the days off will occur. The days off shall be agreed in keeping with the operating needs of the respective work units and subject to the operating needs of Suncorp as a whole.
- 6.1.3 An employee required to work on their rostered day off shall be paid at overtime rates of time and a-half for the first 3 hours and double time thereafter for such work with a minimum of 2 hours.
- 6.1.4 The day off shall not be rostered to fall on any public holiday provided for in this Award.
- 6.1.5 In respect of each 2 ordinary hours worked by an employee or for which payment is made, in each period of 4

consecutive weeks, payment as for 0.1 of an hour shall be banked and accumulate so as to be available and be paid to the employee for the rostered day off taken in respect of that period.

6.1.6 The ordinary hours of work prescribed herein may be worked on any 6 days in a week, Monday to Saturday inclusive, subject to clause 6.1.6 and clauses 6.1.7 to 6.1.10 inclusive:

(a) Except as otherwise specifically provided, ordinary hours may be worked between 7.30 a.m. to 7.00 p.m. on Mondays to Fridays inclusive, and between 7.30 a.m. and 12.30 p.m. on Saturdays. Such spread of ordinary daily working hours may be altered as to all or a section of employees provided that there is agreement between the employer and the majority of employees involved.

(b) Any arrangement of hours which includes a Saturday as ordinary hours shall be subject to agreement between the employer and the majority of employees involved.

(c) No more than 2 consecutive Saturdays or late night trading nights are to be worked by an employee, unless mutually agreed between the employer and the employee.

(d) In each 7 day period there shall be 2 consecutive days on which ordinary hours are not worked by an employee.

6.1.7 The ordinary daily hours of work prescribed herein shall be worked continuously, except for meal breaks.

6.1.8 The ordinary starting and finishing times of various groups of employees or individual employees, may be staggered, provided that there is agreement between the employer and the majority of employees in the work unit concerned.

6.1.9 Notwithstanding clauses 6.1.7 and 6.1.8 the spread of ordinary working hours for employees employed under this Award whose work is ancillary to the branch functions of the employer, may be the same spread applicable for employees engaged in those branch functions.

6.1.10 The ordinary hours of work prescribed herein shall not exceed 10 hours on any day:

Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees involved.

6.1.11 *Branches in a Retail Complex*

(a) For employees employed under this Award in a Branch located in a retail complex trading to the public, and subject to the Order Fixing Trading Hours - Non-Exempt Shops Trading By Retail - State at the time of the making of this Award, engaged in late night trading on the day permitted for late night trading and in extended trading on Saturday, the spread of ordinary working hours may be between the hours of 7.30 a.m. and 9.00 p.m. on the day permitted for late night trading.

(b) Provided that if the employer can demonstrate that a competitive disadvantage exists due to the prescription in clause 6.1.11 the necessary spread of hours shall be subject to agreement between the employer and the relevant Unions. Where agreement cannot be reached, the matter shall be submitted to the Commission for arbitration.

(c) Employees covered by this Award whose duties are ancillary to Branch functions shall work hours in accordance with clause 6.1.11.

6.1.12 All employees involved, other than casuals, shall be paid time and a-quarter for work within the ordinary spread of 38 hours which may be required to be performed after 7.00 p.m. on the day permitted for late night trading and time and a-half for work within the ordinary spread of 38 hours which may be required to be performed on Saturday:

Provided that if the employer can demonstrate that a competitive disadvantage exists due to the penalties prescribed in clause 6.1.12, the penalties payable shall be subject to agreement between the employer and the relevant Unions. Where agreement cannot be reached, the matter shall be submitted to the Commission for arbitration.

6.2 Meal breaks

6.2.1 Where an employee is required to continue working for more than 5 hours continuously, the employee shall be allowed a meal break of not less than 1 hour (or 30 minutes if so agreed) between the 4th and 5th hours or immediately after the 5th hour worked. Such meal break shall not be regarded as working time, but if the meal break is not given the employee shall be paid for 1 hour (or 30 minutes if so agreed) as meal time in addition to payment for time worked, and such extra payment shall be made at the rate prevailing at the time the meal break ought to have been given.

6.2.2 Notwithstanding the provisions of clause 6.3 (Rest pauses) by agreement between the employer and the

employee, the rest pause may be taken in the first or second part of the working day and the rest break and the meal break arranged in such a way that the ordinary working day is broken up into 3 approximately equal working periods:

Provided that the rest pause component of the aggregated time is paid time.

6.3 Rest pauses

A rest pause of 10 minutes' duration, in the employer's time in any one day shall be allowed each employee covered by this Award including a casual or part-time employee working at least 5 hours in one engagement. Such rest pause shall be taken at times 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 Overtime

6.4.1 All time worked at the requirement of the employer outside or in excess of the ordinary working hours prescribed by clause 6.1 will be overtime and paid for at the rate of time and a-half for the first 3 hours and double time thereafter on any one day, each day to stand alone for the purpose of calculating overtime payments. Overtime shall be calculated to the nearest quarter of an hour:

Provided that for overtime worked on a Saturday payment shall be made at the rate of time and a-half for the first 3 hours and at the rate of double time thereafter, with a minimum of 2 hours' work or payment therefore. All time worked on Sunday shall be paid for at the rate of double time with a minimum of 2 hours' work or payment therefore.

6.4.2 Where an employee is required to return to duty after having ceased duty for that day, they shall be paid in accordance with the provisions of clause 6.4.1 provided that they shall receive a minimum payment as for 2 hours' work notwithstanding the duty being concluded at an earlier time.

6.4.3 *Rest between shifts*

(a) An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not at least 10 consecutive hours off duty between those times shall, subject to clause 6.4.3, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

(c) The provisions of clause 6.4.3 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:

(i) For the purpose of changing shift rosters; or

(ii) Where a shift worker does not report for duty; or

(iii) Where a shift is worked by arrangement between the employees themselves.

6.4.4 An employer may require any employee to work reasonable overtime and such employee shall work overtime in accordance with such requirements subject to the following:

(a) that a junior employee shall be notified of the requirement to work overtime on the preceding day;

(b) all employees who are required to work overtime beyond 8.00 p.m. shall be provided with transport to their usual place of residence if the normal means of public transport are not available at the time when such employee finishes working such overtime.

6.5 Meal breaks and meal allowance on overtime

6.5.1 *Overtime worked after the completion of ordinary hours*

(a) An employee required to work overtime for more than one hour after completing at least 4 ordinary hours on any day, shall receive a 30 minute meal break paid for at ordinary time.

(b) In addition to all other payments to which the employee is entitled, the employee shall be paid a meal

allowance of \$7.60 or an amount determined by General Ruling of the Commission, whichever is the greater.

- (c) Provided that where the overtime continues for a further 4 hours after the abovementioned meal break is taken, the employee shall receive a further 30 minute meal break paid for at the rate applying at the time the break is taken.
- (d) In addition to all other payments to which the employee is entitled, under clause 6.5.1(c), the employee shall be paid a further meal allowance of \$7.60 or an amount determined by General Ruling of the Commission, whichever is the greater.

6.5.2 *Overtime worked prior to commencement of ordinary hours*

- (a) An employee required to work overtime prior to commencing ordinary hours which is continuous with the commencement of ordinary hours shall receive a 30 minute meal break without loss of pay between the 4th and 5th hours as from the commencement of overtime work.
- (b) Where the overtime worked is such that the meal break is taken during the period of overtime, the employee shall be paid in addition to all other payment to which the employee is entitled, a meal allowance of \$7.60 or an amount determined by General Ruling of the Commission, whichever is the greater.
- (c) Where the overtime worked is such that the meal break is taken after commencing ordinary hours, the meal break shall be counted as part of ordinary time.

6.5.3 *Overtime when no ordinary hours are worked*

- (a) An employee required to work overtime of at least 4 hours on a day on which ordinary hours are not worked, shall receive a meal break of 30 minutes paid for at ordinary time, provided that the overtime continues after the meal break so as to be at least 5 hours in total.
- (b) In addition to payments under clause 6.5.3(a) where the overtime is worked for 5 hours or more, the employee shall be paid a meal allowance of \$7.60 or an amount determined by General Ruling of Commission, whichever is the greater.
- (c) Provided that where the overtime continues for a further 4 hours after the abovementioned meal break is taken, the employee shall receive a further 30 minute meal break paid for at the rate applying at the time the break is taken.
- (d) In addition to all other payments to which the employee is entitled, under clause 6.5.3(c), the employee shall be paid a further meal allowance of \$7.60 or an amount determined by General Ruling of the Commission, whichever is the greater.

6.6 Shift work

6.6.1 In circumstances where the employer requires shift work to be worked by employees for the conduct of business, hours of work, shift penalties, allowances, meal allowances and other conditions not otherwise provided for in this Award, shall be the subject of agreement between the employer and the relevant Unions.

Where agreement cannot be reached the matter shall be submitted to the Commission for resolution.

6.6.2 Provided that shift work being worked at the time of making this Award shall continue on the same terms and conditions until amended by agreement of the employer and the relevant Union or arbitrated by the Commission.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Every employee (other than a casual employee) covered by this Award, shall at the end of each year of such employee's employment, be entitled to annual leave on full pay as set out below.

7.1.2 The accrual rate for annual leave shall be as follows:

- (a) For non-continuous shift workers and day workers - 152 hours per annum (ie. 4 weeks annual leave per annum on a 38 hour week basis).
- (b) For Continuous Shift Workers - 190 hours per annum (ie. 5 weeks annual leave per annum on a 38 hour week basis).

7.1.3 *Leave debit*

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

7.1.4 *Rostered day off arising from the working of the 38 hour week*

- (a) An employee shall not derive any additional benefit for rostered days off which fall within a period of annual leave.
- (b) Annual leave shall be exclusive of any public holiday that may occur during the period of annual leave.
- (c) Subject to clauses 7.1.5 and 7.1.6:
 - (i) an employer shall pay annual leave in advance; and
 - (ii) leading hand allowances and similar allowances otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (d) Subject to clause 7.1.5(e), annual leave shall be calculated according to an employee's ordinary rate of pay.
- (e) If an employee is being paid in excess of the employee's ordinary rate of pay immediately prior to the commencement of annual leave, such leave shall be calculated according to the excess rate.
- (f) If any employee is dismissed by the employer or voluntarily leaves their employment after any annual leave has become due, and without such leave having been taken, such employee shall be entitled in lieu thereof to a sum equal to salary computed at the rate of wages which the employee was earning at the date of such dismissal or leaving calculated in accordance with clauses 7.1.5 or 7.1.6.
- (g) If an employee is dismissed by the employer or voluntarily leaves their employment after the date which their last preceding leave was due, the employee shall be allowed the *pro rata* number of days for the time so worked, by payment equal to salary computed at the rate of wages the employee was earning at the date of such dismissal or leaving, calculated in accordance with clauses 7.1.5 or 7.1.6.
- (h) If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid in addition to all other amounts due to them an amount equal to 1/12th of their pay for the period of their employment calculated in accordance with clauses 7.1.5 or 7.1.6.

7.1.5 *Calculation of annual leave pay - all employees*

- (a) In respect of annual leave, the employer shall pay to the employee an amount not less than:
 - (i) The employee's ordinary wage rate as described by the Award for the period of the annual leave (excluding shift premiums and week-end penalty rates); and
 - (ii) Leading hand allowances or similar allowances; and
 - (iii) A further amount calculated at the rate of 17.5% of the amounts referred to in clauses 7.1.5(i) and (ii) above.
- (b) Clause 7.1.5 shall not apply to periods of annual leave exceeding 4 weeks, or 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week, and does not apply to employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.6 *Calculation of annual leave pay - shift workers*

- (a) The rate of pay for annual leave due to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.

7.1.7 Every employee shall be given at least 4 weeks' notice by the employer of the commencement of annual leave:

Provided that less than 4 weeks' notice of the commencement of annual leave may be given by agreement between the employer and the employee.

7.2 Sick leave

7.2.1 *Entitlement*

- (a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer:

Provided that part-time employees accrue sick leave on a proportional basis.

- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave for each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the number of hours that would have been worked if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

7.2.2 Employee must give notice

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

7.2.3 Evidence supporting a claim

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

7.2.4 Accumulated sick leave

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

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

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

7.2.6 Workers' compensation

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

7.3 Family leave

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

7.3.1 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.

7.3.2 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.

7.4 Long service leave

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

7.5 Bereavement leave

7.5.1 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.

7.5.2 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 7.5.2.

7.5.3 "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.

7.5.4 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.

7.6 Public holidays

7.6.1 Subject to clause 7.6.6 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 *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.

7.6.5 *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 terminated 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).

7.6.6 *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.

7.7 **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 expenses

- 8.1.1 Employees transferred at the request of the employer or travelling under instruction shall be deemed to be working while so travelling so far as they may be travelling during ordinary hours of duty.
- 8.1.2 All reasonable fares incurred by an employee whilst travelling on the employer's business shall be paid by the employer.
- 8.1.3 The fares allowed shall be:
 - On passenger coaches - normal fares
 - On trains - first class (with sleeping berths if available)
 - On passenger aircraft - economy class.
- 8.1.4 If an employee is required, in the course of work, to remain away from home overnight, the employee shall be reimbursed by the employer for all reasonable expenses actually incurred in obtaining board and accommodation.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

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

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

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

NOTE: No provisions inserted in this Award relevant to this Part.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

- (a) An "Authorised industrial officer" is any (relevant) 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 (relevant) 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 (relevant) 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 the employee does not want that employee's record inspected.

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

Clause 11.3 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.

11.3.1 *Documentation to be provided by employer*

At the point of engagement, an employer to whom this Award applies 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.

11.3.2 *Union delegates*

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.

The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.3.3 *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.

SCHEDULE ONE

The following matters are agreed to be included in the agenda for Enterprise Bargaining purposes, but in accordance with clause 6.10(8), the list shall not be limited to such items:

- Productivity Issues
- Wage Rates
- Hours of Work
- Part-time Employment
- Performance Planning and Review
- General Leave matters
- Long Service Leave
- Sick Leave

Dated 6 May 2003.

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

Operative Date: 14 July 2003