

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

TOURISM AND EVENTS QUEENSLAND EMPLOYEES AWARD - STATE 2014

Following the Declaration of the General Ruling in the 2015 State Wage Case (matter numbers B/2015/15 and B/2015/16), the Tourism and Events Queensland Employees Award - State 2014 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 Tourism and Events Queensland Employees Award - State 2014 as at 1 September 2015.

Dated 1 September 2015.

[L.S.] J. Steel
Industrial Registrar

**TOURISM AND EVENTS QUEENSLAND
EMPLOYEES AWARD – STATE 2014**

Table of Contents

PART 1—Title and Operation.....	3
1. Title.....	3
2. Operation	3
3. Definitions and interpretation.....	3
4. Coverage.....	3
5. The Queensland Employment Standards and this award	4
6. Individual flexibility arrangements and facilitative award provisions	4
PART 2—Consultation and Dispute Resolution	5
7. Consultation.....	5
8. Dispute resolution.....	7
PART 3—Types of Employment and Termination of Employment.....	8
9. Types of employment	8
10. Termination of employment	10
11. Redundancy	11
PART 4—Minimum Salary Levels, Allowances and Related Matters	12
12. Classifications and salary levels	12

13.	Allowances	13
14.	Superannuation	14
PART 5—Hours of Work, Breaks, On Call, Overtime, Shift Work, Weekend Work.....		14
15.	Hours of work.....	14
16.	Meal breaks	14
17.	Rest pauses	15
18.	Overtime	15
PART 6—Leave of Absence and Public Holidays.....		16
19.	Annual leave	16
20.	Personal leave	16
21.	Parental leave.....	17
22.	Long service leave	17
23.	Public holidays	17
24.	Jury service leave	18
25.	Study and examination leave.....	18
26.	Leave of absence to attend naval, military or air force training camps.....	18
27.	Withdrawal of leave	19
28.	Illness during leave.....	19
PART 7—Transfers, Travelling and Working Away from Usual Place of Work		19
29.	Travelling expenses	19
30.	Transfer of employees	19
Schedule 1—Generic Level Statements.....		21
Schedule 2—Supported Wage System		30

PART 1—Title and Operation

1. Title

This award is known as the *Tourism and Events Queensland Employees Award – State 2014*.

2. Operation

Subject to section 824 of the Act, this award operates from 31 August 2014.

3. Definitions and interpretation

3.1 Unless the context otherwise requires, in this award:

Act means the *Industrial Relations Act 1999*

chief executive officer of the corporation means the person appointed to that role pursuant to the *Tourism and Events Queensland Act 2012*

commission means the Queensland Industrial Relations Commission

corporation means Tourism and Events Queensland or Tourism and Events Queensland Employing Office constituted under the *Tourism and Events Queensland Act 2012*

executive officer of the employing office means the person appointed to that role pursuant to the *Tourism and Events Queensland Act 2012*

generic level statement means a broad, concise statement of the duties, skills and responsibilities indicative of a given classification level

public holiday has the same meaning as that provided in Schedule 5 of the Act

QES means the Queensland Employment Standards contained in Part 2 of Chapter 2A of the Act

supervisor means any person appointed as such by the corporation who is required to supervise the work of one or more other employees

TOIL means time off in lieu of payment for overtime

3.2 In the event that the Tourism and Events Queensland Employing Office is dissolved by legislation, then for the purposes of this award, references to the executive officer shall be taken to mean the chief executive officer as defined in clause 3.1.

4. Coverage

This award applies to:

- (a) Employees whose salaries or rates of pay are fixed by this award and who are appointed pursuant to section 38 of the *Tourism and Events Queensland Act 2012*; and
- (b) The executive officer of the employing office in that person's capacity as the employer of the employees as described in clause 4.1(a); and
- (c) Together Queensland, Industrial Union of Employees,

to the exclusion of any other award including, but not limited to, the *Queensland Public Service Officers and Other Employees Award – State 2014*.

5. The Queensland Employment Standards and this award

The QES and this award contain the minimum conditions of employment for employees covered by this award.

6. Individual flexibility arrangements and facilitative award provisions

6.1 Individual flexibility arrangements

- (a) (i) The employer and an employee covered by this award may agree to make an individual flexibility arrangement to vary the effect of the terms of this award in relation to one or more of the following matters:
 - (A) arrangements about when work is performed;
 - (B) overtime rates;
 - (C) penalty rates;
 - (D) allowances;
 - (E) leave loading; and
- (ii) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in clause 6.1(a)(i); and
- (iii) the arrangement is genuinely agreed to by the employer and employee.
- (b) The employer must ensure the terms of the individual flexibility arrangement—
 - (i) are only about matters required or permitted to be in this award; and
 - (ii) are not non-allowable provisions; and
 - (iii) must not result, on balance, in an overall reduction in the entitlements or protections the employee has under this award.
- (c) The employer must ensure the individual flexibility arrangement—
 - (i) is in writing and signed by the employer and employee; and
 - (ii) states—
 - (A) the names of the employer and employee; and
 - (B) the terms of this award that will be varied by the arrangement; and
 - (C) how the arrangement will vary the effect of the terms; and
 - (D) how the arrangement will not result, on balance, in an overall reduction in the entitlements or protections the employee has under this award; and
 - (E) the day on which the arrangement commences; and

- (iii) if the employee is under 18 years of age— is signed by a parent or guardian of the employee.
- (d) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) An individual flexibility arrangement may be terminated—
 - (i) by either the employee or employer giving written notice of—
 - (A) a period agreed between the parties of up to 12 months; or
 - (B) if no period has been agreed— 28 days; or
 - (ii) by the employer and employee at any time if they agree in writing to the termination.

6.2 Procedures to implement facilitative award provisions

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

- (a) Facilitative award provisions can be negotiated between management and employees who are directly affected by such proposals.
- (b) Employees may be represented by their local union delegate/s and shall have the right to be represented by their local union official/s.
- (c) In determining the outcome from facilitative provisions, neither party should unreasonably withhold agreement.
- (d) Agreement is defined as obtaining consent of greater than 50% of employees directly affected.
- (e) Any agreement reached must be documented, and shall incorporate a review period.

PART 2—Consultation and Dispute Resolution

7. Consultation

- (a) This clause applies if—
 - (i) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (ii) the change is likely to have a significant effect on some or all employees (relevant employees) of the enterprise.
- (b) The employer must notify the relevant employees of the decision to introduce the major change.
- (c) The employer is not required to—
 - (i) notify the relevant employees or a representative of the decision until the time the employer considers appropriate; or
 - (ii) consult with the relevant employees or a representative about the decision until the employer notifies the relevant employees or the representative of the decision; or

- (iii) consult with the relevant employees or a representative about the decision other than in relation to implementation of the decision; or
 - (iv) disclose confidential or commercially sensitive information to the relevant employees or a representative.
- (d) The relevant employees may appoint a representative for the purposes of the procedures in this clause if the representative is a union entitled to represent the employees' industrial interests.
- (e) If—
 - (i) the relevant employees appoint a representative under clause 7(d) for the purposes of consultation; and
 - (ii) the relevant employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (f) As soon as practicable after notifying the relevant employees of the decision under clause 7(b) the employer must—
 - (i) discuss with the relevant employees—
 - (A) the implementation of the change; and
 - (B) the effect the implementation of the change is likely to have on the relevant employees; and
 - (C) measures the employer is taking to avert or mitigate the adverse effect of the implementation of the change on the relevant employees; and
 - (ii) for the purposes of the discussion—provide, in writing, to the relevant employees—
 - (i) information about the implementation of the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the implementation of the change on the relevant employees; and
 - (iii) any other matters regarding the implementation of the change likely to affect the relevant employees.
- (g) The employer must give prompt and genuine consideration to matters raised about the implementation of the major change by the relevant employees.
- (h) In this clause, a major change is likely to have a significant effect on employees if it is likely to result in—
 - (i) the termination of the employment of employees; or
 - (ii) a major change to the composition, operation or size of the employer's workforce or the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

- (iv) an alteration of hours of work; or
- (v) the need to retrain employees; or
- (vi) the need to relocate employees to another workplace; or
- (vii) the restructuring of jobs.

8. Dispute resolution

8.1 Procedure for resolution of disputes arising under this award or the QES

- (a) This clause applies to a dispute regarding—
 - (i) a matter arising under this award; or
 - (ii) the QES.
- (b) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause if the representative is a union entitled to represent the employee's industrial interests.
- (c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee and relevant supervisors or management, or both.
- (d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the commission.
- (e) The commission may deal with the dispute as follows—
 - (i) the commission may first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation;
 - (ii) if the commission does not resolve the dispute under clause 8.1(e)(i), the commission may then deal with the dispute in accordance with its jurisdiction under the Act.

Note—

- 1. If the commission arbitrates the dispute, it may also use the powers that are available to it under the Act.
 - 2. Chapter 9 of the Act provides for appeals against particular decisions made by the commission.
- (f) While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act.
 - (g) Subject to applicable work health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
 - (h) The parties to the dispute agree to be bound by a decision made by the commission in accordance with this clause.

8.2 Procedure for resolution of individual disputes

- (a) The matters to be dealt with under this procedure include all grievances or disputes between an employee and the employer in respect to any industrial matter **other than** a dispute regarding a matter arising under this award or the QES, which are to be dealt with in accordance with clause 8.1. The procedure applies to a grievance or dispute involving a single employee or any number of employees.
- (b) The objective of this dispute resolution procedure shall be to avoid disputes by the resolution of issues through measures based on consultation, co-operation and discussion and to avoid interruption to the performance of work and consequential loss of production and salaries.
- (c) In the event of an employee/s having a grievance or dispute the employee/s 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 grievance or dispute concerns alleged actions of the immediate supervisor or allegations of sexual harassment the employee/s may bypass this level in the procedure.
- (d) If the grievance or dispute is not resolved, the employee/s or their representative may refer the matter to the next higher level of management for discussion. Such discussion should take place as soon as possible after the request by the employee/s or their representative.
- (e) If 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.
- (f) Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue. Further, the *status quo* existing before the emergence of the grievance or dispute is to continue whilst the disputes procedure is being followed.
- (g) 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.
- (h) 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.
- (i) Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

PART 3—Types of Employment and Termination of Employment

9. Types of employment

An employee may be employed on a full-time, part-time or casual basis.

9.1 Full-time employment

A full-time employee is one who is engaged to work a total of 145 hours per 28 day cycle.

9.2 Part-time employment

- (a) A part-time employee is an employee who:

- (i) is engaged to work a regular number of hours each 28 day cycle which are less than the ordinary hours worked by an equivalent full-time employee; and
 - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) Before commencing part-time employment the employee and employer must agree upon the number of ordinary hours to be worked each 28 day cycle.
 - (c) For each hour worked, a part-time employee will be paid no less than 1/36.25th of the minimum weekly rate of pay for their classification.
 - (d) The minimum payment on any day when work is performed shall be for 3 hours' work.
 - (e) Overtime will be paid:
 - (i) where a part-time employee is required to work beyond their approved hours in any one 28 day cycle; or
 - (ii) where a part-time employee works outside the spread of ordinary hours of duty as prescribed in clause 15.2 of this award.

9.3 Casual employment

- (a) A casual employee is one engaged and paid as such.
- (b) A casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements prescribed in Part 6 of this award, to those of an equivalent full-time employee who performs the same kind of work.
- (c) For each hour worked, a casual employee will be paid no less than 1/36.25th of the minimum weekly rate of pay for their classification plus a casual loading of 23%.
- (d) Each casual engagement stands alone with a minimum payment as for 2 hours' work to be made in respect to each engagement.
- (e) The casual loading of 23% is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment. The loading constitutes part of the casual employee's all purpose rate of salary.
- (f) The long service leave entitlement of casual employees is recorded in clause 22.

9.4 Probationary employment

- (a) Except where the employer and an employee agree to a different period or no period of probation prior to commencement of employment, the engagement of a full-time or part-time employee will in the first instance be subject to a probationary period of 3 months' duration. If a period of probation of longer than 3 months is agreed, it must:
 - (i) be agreed in writing; and
 - (ii) be a reasonable period having regard to the nature and circumstances of the employment.
- (b) The employer may terminate the employment of an employee who is on probation at any time during the probationary period.

- (c) Where an employee's service is considered satisfactory or where an employee's service exceeds the designated probationary period or agreed extension the employee's appointment will be deemed to be confirmed.

9.5 Anti-discrimination

- (a) In fulfilling their obligations under this award, the parties must take reasonable steps to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects. Discrimination includes:
 - (i) discrimination on the basis of sex, relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality and association with, or in relation to, a person identified on the basis of any of the above attributes;
 - (ii) sexual harassment; and
 - (iii) racial and religious vilification.
- (b) Nothing in clause 9.5 is to be taken to affect:
 - (i) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
 - (ii) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Australian Human Rights Commission/Anti-Discrimination Commission Queensland.

10. Termination of employment

10.1 Notice by the employer

Notice of termination is provided for in Division 9 of the QES. Clauses 10.2 to 10.5 supplement the QES provisions.

10.2 Notice of termination by an employee

Unless otherwise agreed between the employer and an employee, the notice of termination required by an employee, other than a casual employee, will be 1 week or 1 weeks' salary forfeited in lieu. If an employee fails to give the required notice the employer will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate for the period of notice.

10.3 Notice cannot be offset

In the absence of mutual agreement between the employer and the employee, annual leave or any part thereof must not be considered as or nominated as notice for the purpose of giving notice of termination of employment.

10.4 Job search entitlement

Where the employer has given notice of termination to an employee, for reasons other than redundancy, the employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

10.5 Statement of employment

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

11. Redundancy

11.1 Redundancy pay

Redundancy pay is provided for in Division 9 of the QES. Clauses 11.2 to 11.4 supplement the QES provisions.

11.2 Transfer to lower paid duties

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

11.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

11.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must 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 must, at the request of the employer, produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) Clause 11.4 applies instead of clause 10.4 in cases of redundancy.

PART 4—Minimum Salary Levels, Allowances and Related Matters

12. Classifications and salary levels

12.1 Classification structure

Generic level statements for classification levels are prescribed in Schedule 1 of this award. These statements reflect the degree of complexity and responsibility of the duties, skills and knowledge proceeding from the lowest to the highest classification level. The purpose of these statements is to provide a standard against which the complexity, skills and responsibilities of each position may be measured to achieve an equitable allocation of classification.

12.2 Minimum salary levels

- (a) The minimum salaries payable to employees covered by this award are prescribed in the table in clause 12.2(c).
- (b) The salaries are prescribed in annual rates.
- (c) The applicable rate of pay within the minimum and maximum scale specified for each work level grouping shall be determined by the employer in consultation with the employee at the time of appointment. The applicable rates are as follows:

Level	Minimum salary level p.a. \$	Maximum salary level p.a. \$
Level 1	41,117	50,463
Level 2	45,733	54,905
Level 3	51,687	62,995
Level 4	59,153	72,267
Level 5	66,205	80,475
Level 6	75,489	90,604
Level 7	84,860	96,086

(Note: the above rates include the arbitrated wage adjustment payable under the 1 September 2015 Declaration of General Ruling)

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

12.3 Work allocation

An employee appointed to or relieving in a position within a classification level may be allocated and subsequently reallocated duties of any position within that particular classification level.

12.4 Incidental and Peripheral Tasks

The employer may direct an employee to carry out such duties and use such equipment as may be required, provided that the employee has received sufficient training in the performance of such duties and the use of such equipment.

12.5 Movement between classification levels

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

12.6 Performance of higher duties

Where an employee is directed to fill a position at a higher level and undertakes the full duties and responsibilities of that position for more than 5 days the employee shall be paid an additional amount subject to the following:

- (a) The amount payable shall not be less than the difference between the salary of the employee temporarily filling the position and the minimum salary of the higher level position;
- (b) The amount shall not augment the salary of the employee relieving in the position to a greater extent than the salary paid or payable to the incumbent of the position or the previous occupant of the vacant position;
- (c) Nothing contained in clause 12.6 shall be construed to preclude payment on a *pro rata* basis to an employee where the full duties and responsibilities are not undertaken.

13. Allowances

- (a) Meal allowance

Where an employee is called upon to work for more than one hour before or after the employee's ordinary commencing or ceasing time the employee shall, in addition to payment for overtime to which the employee is entitled, be paid a meal allowance of \$12.60.

An employee called upon to work in excess of 4 hours overtime on a rostered day off shall, in addition to any payment for overtime to which the employee is entitled, be paid a meal allowance of \$12.60.

- (b) Motor vehicle allowance

- (i) where the employer requires an employee to use their own vehicle in or in connection with the performance of their duties, such employee will be paid an allowance for each kilometre of authorised travel as follows:

(A) motor vehicle—\$0.77 per kilometre; and

(B) motorcycle—\$0.26 per kilometre.

- (ii) the employer may require an employee to record full details of all such official travel requirements in a log book.

- (c) Adjustment of allowances

- (i) at the time of any adjustment to the wage rates in this award, expense related allowances at clauses 13(a) and (b), respectively will be automatically increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

- (ii) the applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<u>Allowance</u>	<u>Applicable Consumer Price Index figure</u>
Overtime meal allowance	Take-away and fast foods sub-group
Motor vehicle allowance	Private motoring sub-group

14. Superannuation

- (a) Subject to federal legislation, the employer must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).
- (b) Where federal legislation provides for choice of fund rights to an employee subject to this award, and that employee fails to elect which superannuation fund to which employer contributions are directed, the employer will direct contributions to such fund as prescribed by the abovementioned Queensland legislation.

PART 5—Hours of Work, Breaks, On Call, Overtime, Shift Work, Weekend Work

15. Hours of work

15.1 Ordinary hours of duty

- (a) The ordinary hours of duty will be 145 per 28 day cycle.
- (b) No employee will be required to work for more than 10 ordinary hours on any one day without the payment of overtime.

15.2 Spread of ordinary hours of duty

- (a) Ordinary hours of duty are to be worked between the hours of 0700 and 1900.
- (b) Ordinary hours, except for meal breaks, are to be worked consecutively.
- (c) The actual ordinary hours worked by an employee in any 28 day cycle and the days of the week on which such work is performed shall be by mutual agreement between the employer and the employee or the employee's representative.
- (d) An employee may be required to perform work on Saturday and/or Sunday as part of the ordinary hours of duty.

15.3 Payment for working ordinary hours

All ordinary hours of duty performed by an employee within the ordinary spread of hours prescribed in clause 15.2 shall be paid for as follows:

- (a) Monday to Friday – ordinary time;
- (b) between 0000 and 2400 on a Saturday – time and one half;
- (c) between 0000 and 2400 on a Sunday – double time; and
- (d) between 0000 and 2400 on a public holiday – at the rate prescribed in clause 23.1.

16. Meal breaks

All employees working a minimum of 6 hours within any one day are entitled to an unpaid meal break of 30 minutes duration. Such meal break will occur between the third and 6th hours of duty subject to the employer's convenience.

17. Rest pauses

- (a) Subject to clauses 17(b) and (c), every employee shall, where practicable, be entitled to a paid rest pause of 10 minutes duration in the employer's time in the first and second half of the employee's working day.
- (b) Where an employee is eligible for two paid rest pauses, the employer may determine that the rest pauses be combined into one 20 minute paid rest pause, to be taken in the first half of the ordinary working day.
- (c) Where an employee is engaged to work 6 hours or less on any one day such employee will be entitled to one paid rest break only.
- (d) Rest pauses are to be taken at times to suit the convenience of the employer and will not interfere with the continuity of work where this is necessary.

18. Overtime

18.1 Overtime - general

- (a) Authorised time worked outside or in excess of the ordinary hours of duty as provided in clauses 15.1 and 15.2 shall be treated as overtime.
- (b) Overtime shall be calculated to the nearest quarter of an hour.
- (c) No employee shall be entitled to payment for overtime unless prior approval has been given by the employee's manager.

18.2 Payment for overtime

- (a) Overtime shall be paid for as follows:
 - (i) Monday to Friday, inclusive - at the rate of time and one-half for the first 3 hours and double time thereafter;
 - (ii) Saturday - at the rate of time and one-half for the first 3 hours and double time thereafter;
 - (iii) Sunday - at the rate of double time; and
 - (iv) Public holidays - at the rate prescribed in clause 23.1.
- (b) A minimum payment of 2 hours' work shall apply to all overtime worked on a Saturday or Sunday. Such minimum payment shall not apply where the overtime is performed immediately preceding and/or following ordinary duty.

18.3 Time off in lieu (TOIL)

- (a) Nothing in clause 18 shall preclude an employee being granted time off in lieu of overtime instead of payment as prescribed by clauses 18.2, 18.4 and 23.1(b).
- (b) The taking of TOIL shall be agreed mutually between the employer and the employee prior to the work being performed and, where agreed, is to be taken at a mutually convenient time on a time for time basis.

18.4 Recall to duty

An employee recalled to perform duty on any day will be entitled to a minimum payment of 2 hours at the overtime rate prescribed in clause 18.2, notwithstanding that work might be concluded within the 2 hour period.

18.5 Meal breaks on overtime

- (a) The duration of meal breaks taken by employees prior to or during overtime shall be at the discretion of the employer but shall not be less than 30 minutes.
- (b) Meal breaks taken by employees prior to commencing overtime or during overtime periods shall not attract any payment. However, meal allowances, where relevant, shall be payable as prescribed in clause 13(a).

PART 6—Leave of Absence and Public Holidays

19. Annual leave

Annual leave is provided for in Division 3 of the QES. Clauses 19.1 to 19.3 supplement the QES.

19.1 Payment for annual leave

An employee proceeding on annual leave is entitled to receive the following payments:

- (a) An amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave; and
- (b) A further amount equal to 17.5% of the salary payable for ordinary time in relation to the employee's substantive position for the period of such leave.

19.2 Accumulation of annual leave

Annual leave may accumulate for no more than 2 years after it falls due.

19.3 Broken leave

Where an employee is eligible for annual leave the executive officer may, at the request of the employee and subject to the convenience of the employer, grant such annual leave in broken periods of not less than 7.25 hours.

20. Personal leave

- (a) Personal leave is provided for in Division 4 of the QES and covers:
 - (i) sick leave;
 - (ii) carer's leave;
 - (iii) bereavement leave; and
 - (iv) cultural leave.
- (b) In addition to the provisions of Subdivision 2 of Division 4 of the QES an employee is entitled to use any sick leave to which they have an entitlement for carer's leave purposes.

- (c) An employee may also elect, with the consent of the employer, to take annual leave for carer's leave purposes.

21. Parental leave

Parental leave is provided for in Division 5 of the QES and covers:

- (a) Birth-related leave for an employee who is pregnant or whose spouse gives birth;
- (b) Adoption leave; and
- (c) Surrogacy leave.

22. Long service leave

- (a) Long service leave, including for casual employees, is provided for in Division 6 of the QES. Clauses 22(b) to (d) supplement the QES.
- (b) In lieu of the provisions of section 71HB2(a) and (b) of the Act, employees who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.
- (c) The minimum period of long service leave which may be granted at any one time is one week and the maximum is 26 weeks.
- (d) An employee who has had continuous service for a minimum period of 5 years and who resigns at any time after 55 years of age shall be paid, in lieu of any long service leave, a sum as calculated in clause 22(b) on a *pro rata* basis.

23. Public holidays

Public holidays are provided for in Division 7 of the QES. Clause 23.1 supplements the QES provisions.

23.1 Payment for public holidays and for work on a public holiday

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
 - (i) is not required to work on that day, will be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
 - (ii) is required to work on the public holiday will, in addition to the payment prescribed in clause 23.1(a)(i), be paid at the rate of time and one half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) An employee (including a casual employee) who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day will be paid for such time at double the overtime rate prescribed in clauses 18.2.
- (c) An employee (including a casual employee) who would not normally be required to work on a public holiday but who is required to work on that day will be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payment provided in clauses 23.1(a) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.

24. Jury service leave

Jury service is provided for in Division 8 of the QES.

25. Study and examination leave

- (a) An employee shall be granted leave on full pay:
 - (i) to undertake examination study required in a subject which is part of a course approved by the employer; and
 - (ii) to sit for examinations which are required in a subject which is part of a course approved by the employer.
- (b) An employee is entitled to a maximum of 5 days leave per year provided that the:
 - (i) employee shall produce satisfactory evidence of the requirement to attend such examinations to the employer; and
 - (ii) the proportion of leave utilised for examinations in accordance with clause 25(a) shall be greater than or equal to that utilised for study.
- (c) An employee who is on annual leave at the time of sitting for such an examination may be allowed leave without charge for the number of hours on which the examination is held.

26. Leave of absence to attend naval, military or air force training camps

- (a) Full-time employees other than specified term employees, may be granted leave of absence for annual attendance at naval, military and air force training. Such attendance shall be for one period of continuous training of up to 2 weeks in each financial year.
- (b) In each case evidence of the necessity for attendance at the camp shall be submitted with the employee's application for leave of absence. Adequate notice will be given. At the conclusion of the camp the employee will give the employer a certificate of the employee's attendance at the training camp signed by the employee's commanding officer.
- (c) Where the employer is unable to grant leave of absence to an employee for the purpose of attending a camp of the employee's own unit or corps, the employer may grant, in lieu, leave of absence for the purpose of attending an equivalent camp with another unit or corps.
- (d) The employee will be paid the difference between the Services' pay received and the employee's normal salary. At the conclusion of the camp the employee will submit evidence of Services' pay received to the employer.
- (e) An employee who, while undergoing or receiving or performing training or instruction or service referred to in clause 26, sustains injury or contracts an illness necessitating their absence from duty beyond the period of leave granted in clause 26 may be granted further leave of absence without pay.

27. Withdrawal of leave

- (a) Except in the case of sick leave, parental leave or bereavement leave, leave granted to an employee may be withdrawn at any time by the executive officer if the interests of the corporation so require.
- (b) At the earliest opportunity convenient to the corporation, the employee will be allowed to take any of the withdrawn leave. An employee recalled from leave shall be fully compensated for additional expenses and loss of fares.

28. Illness during leave

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

- (a) In the case of annual leave, the period of incapacity is in excess of 3 working days;
- (b) In the case of long service leave, the period of incapacity is at least one week.

PART 7—Transfers, Travelling and Working Away from Usual Place of Work

29. Travelling expenses

- (a) Employees required by the corporation to travel to centres other than their normal place of duty will be reimbursed for actual expenses incurred during the performance of their duty provided that such expenses are considered reasonable by the employer.
- (b) Where the employer approves an employee using their own vehicle for travel for the purposes of clause 29(a), an allowance at the rate prescribed in clause 13(b) shall be paid for the journey by the most practicable, direct route. The employee must record commencing and finishing odometer readings for such journeys.

30. Transfer of employees

30.1 Corporation to meet reasonable costs

- (a) Where an employee is transferred to meet the requirements of the employer, or in the ordinary course of promotion, the reasonable cost of conveyance of the employee, their family, furniture and personal effects shall be borne by the corporation.
- (b) Subject to clause 30.1(c) in the case of an employee who has been transferred by the corporation from their place of recruitment, and where it is subsequently approved by the corporation that the employee be transferred to a different office because of ill health, the reasonable cost of conveyance of the employee, their family, furniture and personal effects shall be paid by the corporation.
- (c) An employee claiming the benefits of clause 30.1(b) must produce a medical certificate from a duly qualified medical practitioner certifying that a change of locality is needed to restore that employee's health.

30.2 Time and travel expenses en route

- (a) An employee, while travelling on transfer, shall be allowed one working day on full pay to effect the transfer.

- (b) Where the employer approves an employee using their own vehicle in or in connection with a transfer, an allowance at the rate prescribed in clause 13(b) shall be paid for the journey by the most practicable, direct route. The employee must record commencing and finishing odometer readings for such journeys.
- (c) Where overnight accommodation is used while travelling by private motor vehicle for a transfer, reasonable and actual expenses incurred for such accommodation and meals shall be reimbursed subject to the employee submitting receipts for expenses and certifying that such costs were incurred while travelling on business.
- (d) Where an employee on transfer must reside for a period at a place other than the intended place of residence for reasons beyond their control the actual and reasonable expenses incurred for accommodation and meals, for the employee and their family, shall be reimbursed until permanent residence is secured or for a period of one month, whichever is the lesser.

30.3 Employee to bear costs

Unless otherwise determined, no payment under clause 30 shall be payable to any employee in relation to a transfer that has been approved at the employee's request or for disciplinary reasons.

30.4 Leave to complete transfer arrangements

- (a) The executive officer may grant an employee, where necessary, up to 2 working days on full pay within a week prior to the employee's departure on transfer, and where necessary, up to one working day on full pay within a month of arrival at the new centre, for the specific purpose of completing arrangements directly related to the employee's transfer including the supervision of packing and unpacking the employee's furniture and effects.
- (b) The executive officer may extend the period of entitlement for the taking of a day's leave on arrival to complete arrangements relating to the employee's transfer. The employee shall take such leave within 2 weeks of occupying the employee's intended permanent place of residence at the new centre.
- (c) Such extension may be granted only in cases where the employee concerned applies for an extension of the period within one month of arrival at the new centre and it is proven, to the satisfaction of the executive officer, that the employee has been unable to secure a permanent place of residence before the expiration of the one month period.

Schedule 1—Generic Level Statements

Corporation positions are categorised into 7 work level groupings, as follows:

LEVEL 1

A. Role

An employee will work under close direction and undertake routine activities which require the practical application of basic skills and techniques.

B. General Features

An employee will perform clearly defined activities with outcomes being readily attainable and clearly defined. An employee's duties will be closely monitored with instruction and assistance being readily available.

Freedom to act is limited by standards and procedures. However, with experience, employees may have sufficient freedom to exercise judgement in the planning of their own work within those confines.

Work roles initially may involve employees in on-the-job training including familiarisation with goals and objectives of the work area. Work may be amended to provide employees with an appropriate breadth of experience within the area.

Employees will be responsible for the timeliness and quality of their own work and required to use basic numeracy, written and verbal communication skills.

Within this level supervision of other staff is not a feature.

C. Knowledge, Skills, Qualifications

On-the-job training includes developing knowledge of the section/department or division operation, basic knowledge of administrative practice and procedures, and a developing knowledge of work practices and policies.

While basic numeracy, keyboard, written and verbal communication skills relevant to the work area are assumed, these may be developed as the employee progresses.

D. Responsibilities

To contribute to the operational objectives of a work area, work roles within this level may include some of the following:

routine activities of an administrative and/or selling nature;

accurately processing and maintaining detailed financial and administrative records;

straightforward operation of keyboard equipment, including data input and basic word processing;

provision of routine information including email responses, general reception and telephonist services;
and

assisting with the provision of information to the public and industry.

LEVEL 2

A. Role

Employees work under regular direction within clearly defined guidelines and undertake a range of administrative activities requiring the application and continuing development of acquired skills and knowledge.

B. General Features

Employees perform functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the corporation.

Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees concerning established practices and procedures.

In addition, employees may be required to assist in establishing procedures to meet the objectives of a minor function.

Employees will be responsible for managing their own time and planning and organising their own work. They may be required to guide the work of less experienced employees, although direct supervision of such employees is not a feature of this level.

Employees could be required to resolve minor work procedural issues in the relevant work area within established constraints.

C. Knowledge, Skills, Qualifications

Entry to this level would assume the prior completion of appropriate certificate qualifications, or equivalent level of competence obtained through structured training or equivalent demonstrated competence gained through experience.

Other skill requirements relevant to this level include:

basic skills in oral and written communication;

knowledge of established work practices and procedures relevant to the corporation;

knowledge of policies and regulations relating to the work area;

understanding of clear but complex rules;

understanding of basic computing concepts, including the ability to rapidly acquire skills in using the corporation's word processing and office automation system;

application of techniques relevant to the work area; and

attainment of appropriate standard of proficiency as outlined in the relevant position description.

D. Responsibilities

To contribute to the operational objectives of the work area, a work role within this level may include some of the following:

undertake a range of activities requiring the application of established work procedures which may require the exercise of limited initiative and/or judgement within clearly established procedures and/or guidelines;

achieve outcomes which are clearly defined;

operate a computer and/or programs and peripheral equipment;

understand data entry operating procedures and initiate corrective action at an elementary level;

operate a basic word processor and/or other basic business software and be conversant with and utilise the functions of such systems and reach an appropriate level of proficiency in their use;

provide administrative support requiring the exercise of sound judgement, initiative, confidentiality and sensitivity in the performance of work, e.g. shorthand, meeting preparation and minutes;

accurately processing and maintaining detailed financial records, including accounting for petty cash, generating invoices, monitoring payments received; and

provide more than routine information to clients.

LEVEL 3

A. Role

Employees work under more routine direction in the application and further development of skills and knowledge appropriate to the work. Procedures, methods and guidelines are well established.

B. General Features

Employees perform tasks or activities of increasing complexity using knowledge, judgement and work organisational skills. Assistance is available from more senior employees. Employees may receive guidance on the broader aspects of their work. In addition, employees may assist other employees.

Work roles within this level allow employees the scope to exercise initiative in the application of established work procedures, and may involve employees in internal and external liaison and communication activities.

Employees may be required to undertake some complex operational work and may undertake planning and co-ordination of activities within the work area.

Employees will be responsible for organising and planning their own work.

C. Knowledge, Skills, Qualifications

Entry to this level would assume continuing progress beyond advanced certificate level, or obtaining equivalent levels of structured training, or can demonstrate an equivalent level of competence level on previous experience.

Other skill requirements relevant to this band include:

thorough knowledge of work activities performed within the work area;

sound knowledge of procedural/operational methods of the work area;

some specialised knowledge including databases and corporate information systems;

an ability to apply computing concepts; and

a working knowledge of statutory requirements relevant to the work area.

D. Responsibilities

To contribute to the operational objectives of the work area, a work role within this level may include some of the following:

responsibility for various activities in a specialised area;

responsibility for a limited function within the work area;

assisting in a range of functions and/or contributing to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of the employee;

the provision of administrative support requiring judgement, initiative, confidentiality and sensitivity in the performance of work;

proficiency in the operation of general computer systems including the use of software packages and the identification of operational problems;

under guidance, applying basic programming knowledge and skills; and

cash handling, acceptance of account payments and balancing of monies received.

LEVEL 4

A. Role

Employees work under general direction in functions that require the application and further development of skills and knowledge appropriate to the work. Guidelines and work procedures are generally established.

B. General Features

Under broad instruction employees apply knowledge and skills gained through qualifications and/or previous experience. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field.

Work roles may involve a range of functions which could contain a component of supervision or require officers to provide specialist advice.

Work roles could require sound knowledge of program, activity, operational policy or service aspects of the work performed within a function or a number of work areas.

Employees require skills in managing time, setting priorities, planning and organising their own work and that of staff working under their guidance, to achieve specific objectives.

Employees should have a basic knowledge of the principles of human resource management and be able to assist with on-the-job training, as required.

C. Knowledge, Skills, Qualifications

Entry to this level assumes qualifications to associate diploma level, or equivalent skill standard obtained through structured training, or demonstrated competency.

Other skill requirements relevant to this band include:

knowledge of statutory requirements relevant to work area;

knowledge of section procedures, policies and activities;

sound discipline knowledge gained through previous experience, training or education;

knowledge of the role of departments and divisions within the corporation and/or service functions; and

an understanding of the underlying principles in the relevant disciplines.

D. Responsibilities

To contribute to the operational objectives of the work area, a work role within this level may include some of the following:

activities which may require the employee to exercise judgement in a limited field and/or contribute knowledge and skills where procedures are not fully defined;

responsibility for various functions within a work area including compliance with regulations, codes, procedures, etc;

duties of a specialised nature requiring the development of knowledge over time;

the identification of specific or desired performance outcomes;

the provision of administrative support of a complex nature to senior employees;

a wide range of activities associated with program, activity or service delivery;

computer-based work requiring system and/or programming knowledge and experience;

under guidance, applying programming knowledge and skills in systems development, maintenance and implementation;

assisting with user training, as required; and

application of established procedures, practices, standards, etc.

LEVEL 5

A. Role

Employees undertake a range of functions requiring the application and continuing development of knowledge and skills to achieve results in line with departmental and/or corporation goals.

Employees are subject to general direction from more senior employees.

Employees adhere to established work practices. However, they may be required to exercise initiative and judgement where practices and direction are not clearly defined.

B. General Features

Employees are involved in establishing sectional/departmental programs and procedures. Work roles will include a range of functions and may involve the supervision of a small group or section. Work may span more than one discipline. In addition, employees may be required to assist in the preparation of, or prepare budgets. Employees will be required to provide advice and assistance to other employees.

Work roles demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor workflows in their area of responsibility.

Employees are required to set project priorities, plan and organise their own work and that of staff under their guidance and establish the most appropriate operational methods. In addition, interpersonal skills are required to gain the co-operation of clients and staff.

Employees responsible for projects and/or functions will be required to establish outcomes to achieve branch or section goals. Specialists may be required to provide multi-disciplinary advice.

C. Knowledge, Skills, Qualifications

Entry to this level would assume continuing progress towards diploma or degree qualifications, or appropriate equivalent skill standard gained through structured training, or demonstrated competency.

Other skill requirements relevant to this band include:

- knowledge of departmental programs, policies and activities;
- sound discipline knowledge gained through experience; and
- knowledge of the role of the corporation's structure and service.

D. Responsibilities

To contribute to the operational objectives of the work area. A work role within this level may include some of the following:

- responsibility for a range of functions within a group or small section;
- responsibility for a moderately complex project;
- undertaking a minor phase of a broader or more complex professional assignment;
- assisting in the budget preparation and review process, including the identification and provision of required information;
- setting priorities and monitoring workflow in areas of responsibility;
- exercising judgement and initiative where procedures are not clearly defined;
- understanding computer-based systems and operations to enable the provision of training, advice and support; and
- providing project and development support and undertaking analysis/design of systems and/or undertake programming in specialist areas.

LEVEL 6

A. Role

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

B. General Features

Employees have the scope to influence the operational activities of the relevant organisational unit. Employees will be expected to contribute to its management, assist/prepare budgets, establish procedures and work practices etc. In addition, employees will be required to provide expert advice.

Work duties will include responsibilities for decision-making in a particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the area and set outcomes for the work area for which they are responsible.

Employees may exercise limited supervisory responsibility for a work area or work independently as specialists. An employee at this level may be a senior member of a single discipline project team or provide specialist support to a range of programs/activities.

Managing time is essential so that outcomes may be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff under guidance. Employees are required to understand and implement effective human resource management practices.

C. Knowledge, Skills, Qualifications

Entry to this band would assume substantial progress towards diploma or degree qualifications, or appropriate equivalent skill standard gained through structured training, or demonstrated competency.

Other skill requirements could include:

- discipline knowledge gained through experience, training or education;

- an appreciation of the long term goals of the organisation;

- detailed knowledge of program activities and work practices relevant to the work area;

- a knowledge of organisational structures and functions; and

- a comprehensive knowledge of statutory requirements relevant to the discipline.

In particular, employees are expected to enhance their supervisory skills and competencies.

D. Responsibilities

To contribute to the operational objectives of the work area, a work role within this band may include:

- undertaking significant and complex projects and/or functions involving use of analytical skills;

- the provision of advice on complex matters within the work area and/or discipline;

- undertaking a range of duties within the work area, including problem definition, planning and the exercise of judgement;

- the provision of advice on policy matters and contribute to their development;

negotiation on matters of significance within the section and/or department or division, with other bodies and/or members of the public;

controlling and co-ordinating a work area within budgetary constraints;

exercising a degree of autonomy, within budgetary constraints, in establishing the operation of the work area;

undertaking duties which involve more than one discipline; and

the provision of a consultancy service for a range of activities.

LEVEL 7

A. Role

Employees operate under broad direction. They may exercise responsibilities for various functions within a department or division or operate independently or as a member of a specialist team.

Significant emphasis is placed upon the acquisition and application of key specialist skills and competencies.

B. General Features

Employees are involved in establishing operational procedures which impact on activities undertaken and outcomes achieved by the corporation. Employees also will be required to monitor policies and activities within the work area.

Employees are involved in the formation/establishment of programs, procedures and work practices within departments or divisions and will be required to provide assistance to other employees, sections and/or departments or divisions.

Work roles will demand responsibility for decision-making and the provision of expert advice to other areas of the corporation. Employees could be expected to undertake the control and co-ordination of a section, or significant work area. In addition, employees require a good understanding of the long-term goals of the corporation.

Employees are required to set outcomes in relation to their specialised function and may be required to negotiate matters on behalf of the work area.

C. Knowledge, Skills, Qualifications

Entry to this band would assume degree qualification or appropriate equivalent skill standard gained through structured training, or demonstrated competency.

Other skill area requirements include:

general knowledge of corporation policies and procedures;

application of a high level of discipline knowledge; and

knowledge and ability to apply human resource management skills.

D. Responsibilities

To contribute to the operational objectives of the work area. A work role within this band may include some of the following:

undertaking specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;

planning, directing, controlling and evaluating operations which include analysing and interpreting for either a major single discipline or multi-discipline operation;

developing work practices and procedures for various projects;

establishing work area outcomes;

preparing budget submissions for senior colleagues and/or the corporation;

developing and implementing significant operational procedures;

reviewing operations to determine their effectiveness;

training other staff; and

developing appropriate methodology and applying proven techniques in the provision of specialised services.

Schedule 2—Supported Wage System

S2.1 This Schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the supported wage system.

S2.2 In this Schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged

supported wage system (sws) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

sws wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

S2.3 Eligibility criteria

- (a) Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity, and who meet the impairment criteria for receipt of a disability support pension.
- (b) This Schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of the *Workers' Compensation and Rehabilitation Act 2003*.

S2.4 Supported wage rates

- (a) Employees to whom this Schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following Schedule:

Assessed capacity (see clause S2.5) %	Relevant minimum wage %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

- (b) Provided that the minimum amount payable must be not less than \$80 per week.
- (c) Where an employee's assessed capacity is 10%, the employee must receive a high degree of assistance and support.

S2.5 Assessment of capacity

- (a) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the sws by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.
- (b) All assessments made under this Schedule must be documented in an sws wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

S2.6 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the sws.

S2.7 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this Schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a *pro rata* basis.

S2.8 Workplace adjustment

If the employer wishes to employ a person under the provisions of this Schedule it must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation.

S2.9 Trial period

- (a) In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (b) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- (c) The minimum amount payable to the employee during the trial period must be no less than the amount prescribed in clause S2.4(b).
- (d) Work trials should include induction or training as appropriate to the job being trialled.
- (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause S2.5.

By the Commission,
[L.S.] J. STEEL,
Industrial Registrar.