

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**UNITING HEALTHCARE ALLIED HEALTH ENTERPRISE AWARD - STATE 2005**

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Uniting HealthCare Allied Health Enterprise Award - State 2005 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 Uniting HealthCare Allied Health Enterprise Award - State 2005 as at 1 January 2011.

Dated 1 March 2011.

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

**UNITING HEALTHCARE ALLIED HEALTH ENTERPRISE AWARD - STATE 2005**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Uniting HealthCare Allied Health Enterprise Award - State 2005.

**1.2 Arrangement**

Subject Matter	Clause No.
PART 1 - APPLICATION AND OPERATION	
Title	1.1
Arrangement	1.2
Award coverage	1.3
Parties bound	1.4
Area of operation	1.5
Definitions	1.6
Date of operation	1.7
PART 2 - FLEXIBILITY	
Enterprise flexibility	2.1
Procedures to implement facilitative provisions	2.2
PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION	
Grievance and dispute settling procedure	3.1
Consultation	3.2
PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS	
Employment categories	4.1
Part-time employment	4.2
Casual employment	4.3
Sessional employees	4.4
Anti-discrimination	4.5
Termination of employment	4.6
Introduction of changes	4.7

Subject Matter	Clause No.
Redundancy	4.8
Continuity of service - transfer of calling	4.9
 <b>PART 5 - WAGES AND WAGE RELATED MATTERS</b>	
Classification structure	5.1
Salaries	5.2
Allowances	5.3
Salary packaging	5.4
Occupational superannuation	5.5
Payment of salary	5.6
 <b>PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK</b>	
Hours of work	6.1
Overtime	6.2
Flexibility in rostering	6.3
Meal time and rest pauses	6.4
 <b>PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS</b>	
Annual leave	7.1
Sick leave	7.2
Family leave	7.3
Bereavement leave	7.4
Long service leave	7.5
Long Service leave on half pay	7.6
Public holidays	7.7
Jury service	7.8
 <b>PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK</b>	
Travelling time	8.1
 <b>PART 9 - TRAINING AND RELATED MATTERS</b>	
Training and education	9.1
Professional development	9.2
 <b>PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES</b>	
Immunisation.	10.1
 <b>PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS</b>	
Right of entry	11.1
Time and wages record	11.2
Trade union training leave	11.3
Award posting	11.4
 <b>SCHEDULES</b>	
Classification structure	Schedule A
Criteria for movement between Level 2 and Level 3	Schedule B

### **1.3 AWARD COVERAGE**

1.3.1 This Award shall apply to all Allied Health employees as defined in clause 1.6.2 and for whom rates of pay are prescribed in clause 5.2 and who are employed by the Uniting HealthCare (UHC) Hospitals in the State of Queensland.

1.3.2 *Total exemption*

(a) This Award shall not apply to any members of a religious order.

### 1.3.3 *Partial exemption*

Sessional employees who are paid the rates contained in clause 5.2.2 shall not be bound by the conditions in this Award except:

- (a) Annual leave;
- (b) Long service leave;
- (c) Sick leave;
- (d) Family leave;
- (e) Superannuation;
- (f) Grievance and dispute settling procedure; and
- (g) Termination, change and redundancy.

## 1.4 **Parties bound**

This Award is legally binding upon employees as prescribed in clause 1.3 and Uniting HealthCare and upon The Queensland Public Sector Union of Employees.

## 1.5 **Area of operation**

For the purposes of this Award, the Divisions and Districts are as follows:

### 1.5.1 *Divisions*

Northern Division - That portion of the State along or north of a line commencing at the junction of the sea coast with the 21st parallel of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees 30 minutes of south latitude; then from that latitude due west to the western border of the State.

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 from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees of south latitude; then from that latitude due east to the sea coast; then from the sea-coast northerly to the point of commencement.

Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

### 1.5.2 *Districts*

#### (a) Northern Division:

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

Western District - The remainder of the Northern Division.

#### (b) Southern Division:

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

Western District - The remainder of the Southern Division.

## 1.6 **Definitions**

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

1.6.2 "Allied Health Workers" shall include the following professionals:

- Physiotherapists
- Occupational Therapists
- Nutrition/Dieticians
- Degree Qualified Exercise Physiologists
- Speech Pathologists
- Podiatrists
- Psychologists

1.6.3 "Classification Level" shall comprise a number of Paypoints through which employees will be eligible to progress.

1.6.4 "Commission" means the Queensland Industrial Relations Commission.

1.6.5 "Generic Level Statement" means a broad, concise statement of duties, skills and responsibilities of a given Classification Level.

1.6.6 "Increment" means for all employees an increase in salary from one Paypoint to the next Paypoint.

1.6.7 "Paypoint" means the specific rate of remuneration payable to employees within a Classification Level.

1.6.8 "Union" means The Queensland Public Sector Union of Employees.

## **1.7 Date of operation**

This Award takes effect from 1 September 2005.

## **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. The Union and/or delegate at the place of work may be involved in such discussions.

2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

### **2.2 Procedures to implement facilitative provisions**

2.2.1 Wherever facilitative provisions appear in this Award which allow for determination of the conditions of employment by agreement between the employer and the 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, except where a particular Award provision of this Award expressly provides otherwise.

(b) Facilitative Award provisions can only be implemented by agreement.

(c) In determining the outcome of facilitative provisions, neither party should unreasonably withhold agreement.

(d) Agreement with the majority of employees is defined as obtaining consent of greater than 50% of employees directly affected where there are 3 or more employees in the affected workplace, or with the individual employees in any other case.

(e) Where a provision refers to agreement by the majority of employees affected, all employees directly affected must be consulted as a group regarding the proposal before any agreement can be reached.

(f) Any agreement reached must be documented, and must incorporate a review period. A copy of this Agreement must be forwarded to the Union, where in accordance with the Award it is made directly with employees prior to implementation.

- (g) Employees may be represented by their local Union delegate/s and shall have the right to be represented by their local Union official/s.

### **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

#### **3.1 Grievance and dispute settling procedure**

3.1.1 The procedure to resolve and settle disputes and grievances in relation to this Award shall be as follows:

- (a) In the first instance the employee shall attempt to resolve the dispute or grievance with their supervisor/manager.
- (b) If the dispute or grievance is still unresolved the matter shall be referred to higher management and the appropriate local Union representative.
- (c) If the dispute or grievance is still unresolved the matter shall be referred to senior management and the Union shall be advised and a meeting of all parties arranged.
- (d) It is agreed the above steps shall take place within 14 days.
- (e) Until the dispute or grievance is determined work shall continue normally in accordance with the custom of practice existing before the dispute or grievance arose while discussions take place, except in the case of a genuine safety issue. No party shall be prejudiced as to the final settlement by the continuance of work.
- (f) If the matter remains unresolved it may be referred, by either party, to the Commission for assistance.

#### **3.2 Consultation**

- 3.2.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the private hospitals and to enhance the career opportunities and job security of employees in such hospitals.
- 3.2.2 At each facility, an employer, the employees and the Union may establish and/or continue consultative mechanisms and procedures appropriate to the size, structure and needs of that facility. Measures raised by the employer, employees or Union for consideration consistent with the objectives of clause 3.2.1 shall be processed through the consultative mechanism and procedures.
- 3.2.3 A Group Consultative committee will be established and will be made up of management representatives and employee representatives. It will meet quarterly or any other time if requested by either party with due notice. Other parties such as representatives from industrial organisations can be invited to attend such meetings.

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

#### **4.1 Employment categories**

- 4.1.1 An employee may be engaged as a full-time, part-time, casual employee or sessional.
- 4.1.2 The basis of the contract of employment shall be confirmed with each employee in writing at the time of the engagement. In the case of casual employees, such notification need only be supplied at the initial engagement and when that employee's employment status changes.
- 4.1.3 At the time of engagement the employee and employer shall agree in writing to the minimum number of ordinary hours to be worked each fortnight and the Classification Level.

#### **4.2 Part-time employment**

- 4.2.1 The spread of ordinary hours shall be worked as prescribed for a full-time employee and shall be worked in accordance with a roster which may be amended from time to time to suit the exigencies of the establishment after consultation with the employee concerned:

Provided always that the working hours of a part-time employee shall be no more than 38 hours per week.

- 4.2.2 The ordinary daily working hours worked shall be not less than 3 hours or more than 8, or by agreement 10 hours on any one day.

4.2.3 The average part-time hours worked may be reviewed on an annual basis and, or as requested by the employee. Minimum hours may be adjusted following review and consultation with the employee to meet organisational requirements.

4.2.4 Part-time employees shall be paid at the rate of 1/76th of the fortnightly rate of salary prescribed for the appropriate classification per hour with a minimum payment as for 3 hours on any one engagement when work is performed. Such employees shall be further entitled to uniform allowances applicable pursuant to clause 5.3.4, based *pro rata* on the number of hours worked in relation to the ordinary hours of a full-time employee.

4.2.5 Subject to clause 5.1.2, annual increments shall be payable to part-time employees under the same provisions as applicable to full-time employees:

Provided that increments of salary will become due when the part-time employee has completed the equivalent of 1976 hours of full-time service, or has received payment for 1976 hours, including annual, sick, bereavement and other paid leave.

4.2.6 Part-time employees are entitled to any allowances applicable based *pro rata* on the number of hours worked in relation to the ordinary hours of a full-time employee.

4.2.7 Part-time employees are entitled to overtime in accordance with clause 6.2.

4.2.8 Part-time employees are entitled to the holiday provisions of clause 7.7.

4.2.9 A part-time employee who is usually rostered to work on a day of the week on which a public holiday falls and who is not required to work on that day, shall be paid for the hours which would otherwise have been worked on that day.

4.2.10 Part-time employees shall be entitled to annual leave in accordance with clause 7.1:

Provided that "full pay" shall be calculated in the same proportion as the average number of hours worked per week during the employee's year of employment bears to the ordinary hours of a full-time employee.

4.2.11 Where a part-time employee has accumulated an entitlement to sick leave in accordance with clause 7.2, payment for sick leave shall be based upon the number of hours that the employee would otherwise have worked on the day or days when such leave is taken.

### **4.3 Casual employment**

4.3.1 A casual employee is an employee who is engaged and paid as such, who is not regularly employed as a part-time employee and who is engaged to work on an hourly basis for less than the ordinary weekly hours of a full-time employee.

4.3.2 Casual employees shall be paid 25% in addition to the prescribed minimum rate for the appropriate Classification Level.

4.3.3 Casuals shall be excluded from the provisions of clause 5.3.4 (Uniforms) as the 25% loading incorporates a component for uniforms.

### **4.4 Sessional employees**

4.4.1 A sessional employee means a person engaged specifically to provide patient consultation on a sessional basis.

4.4.2 A sessional employee shall work in accordance with clause 5.2.2 of this Award.

4.4.3 Each patient consultation will take a minimum of 15 minutes and be documented in the patient notes.

### **4.5 Anti-discrimination**

4.5.1 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.

4.5.2 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.

4.5.3 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.

4.5.4 Nothing in clause 4.5 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.

## **4.6 Termination of employment**

### *4.6.1 Statement of employment*

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

### *4.6.2 Termination by employer*

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

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

(b) In addition to the notice in clause 4.6.2(a), employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

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

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

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

(i) the ordinary working hours to be worked by the employee; and

(ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and

(iii) any other amounts payable under the employee's employment contract.

(e) The period of notice in clause 4.6.2 shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged for a specific period or tasks.

### *4.6.3 Notice of termination by employee*

The notice of termination required to be given by an employee shall be one week. 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.

#### 4.6.4 *Payment of all monies owing on termination*

Payment of monies owing on termination can be paid by mutual consent between the employer and former employee into an electronic funds transfer account, or equivalent, within 3 working days after the employment stops. Where the notice given has not been paid in lieu but has been worked, the employer must pay the employee monies due on termination at or before the employee ceases duty.

#### 4.6.5 *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.

### **4.7 Introduction of changes**

#### 4.7.1 *Employer's duty to notify*

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

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

#### 4.7.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.7.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

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

### **4.8 Redundancy**

#### 4.8.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.8.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that an employer shall not be required to disclose confidential information, the disclosure of which



would be adverse to the employer's interests.

#### 4.8.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.8.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.6.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.

#### 4.8.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of clause 4.8 in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.8.3, "business" includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

#### 4.8.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.8.1, 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.

#### 4.8.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.8.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

#### 4.8.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.6.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.8.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil

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

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

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

(In the instance where commission payments, in whole or in part, are a feature of the Award, then reference to s. 7 of the *Industrial Relations Regulations 2000* offers assistance in the method of calculation to be adopted.)

#### 4.8.7 *Superannuation benefits*

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

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

#### 4.8.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.8.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

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

#### 4.8.9 *Alternative employment*

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

#### 4.8.10 *Employees with less than one year's service*

Clause 4.8 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.

#### 4.8.11 *Employees exempted*

Clause 4.8 shall not apply:

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

#### 4.8.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.8 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A "company" shall be defined as:
  - (i) a company and the entities it controls; or
  - (ii) a company and its related company or related companies; or
  - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

#### 4.8.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.8.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
  - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
  - (ii) where the employee rejects an offer of employment with the transmittee:
    - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
    - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.8.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.8.14 *Incapacity to pay*

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

### **4.9 Continuity of service - transfer of calling**

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

## **PART 5 - WAGES AND WAGE RELATED MATTERS**

### **5.1 Classification structure**

5.1.1 Generic Level Statements are attached in Schedule A.

#### 5.1.2 *Movement within classification levels*

- (a) Full-time workers shall work a full year equivalent to 1976 hours before advancing to the next Paypoint.
- (b) A part-time/casual worker upon reaching Level 2 Year 4 will advance to the next Paypoint upon completion of 1200 hours worked or 12 months whichever is the later.

#### 5.1.3 *Movement between classification levels*

- (a) The criteria for movement between Level 2 and Level 3 is contained in Schedule B.
- (b) The employee may submit an application for review following the completion of 1976 hours for full-time

employees or 1200 hours for part-time employees at Level 2 Year 6 addressing the criteria for movement between Level 2 and Level 3.

Each submission will be reviewed by the employee's direct manager and a core review panel consisting of a manager from Allied Health at St Andrew's War Memorial Hospital, a Manager from Allied Health at The Wesley Hospital and a HR Manager, ensuring that a member of the same discipline is part of the review team.

The outcome will be communicated within eight weeks of application.

(c) Advanced level positions are by appointment only.

5.1.4 Clause 5.1 shall not apply to employees engaged as a sessional employee under clause 5.2.2 of this Award.

## 5.2 Salaries

5.2.1 The following scale of minimum award wages shall apply:

		Hourly \$	Fortnightly \$	Annually \$
Level 2	1	22.832	1,735.10	45,112
	2	23.962	1,821.40	47,356
	3	25.092	1,907.10	49,584
	4	26.232	1,993.30	51,825
	5	27.362	2,079.50	54,066
	6	28.492	2,165.30	56,297
Level 3	1	29.792	2,264.50	58,876
	2	30.632	2,327.80	60,522
	3	31.462	2,391.40	62,176
	4	32.302	2,454.60	63,819
Advanced	1	34.222	2,600.60	67,615
	2	35.282	2,681.60	69,721

### 5.2.2 Sessional employees

(a) Sessional employees who are engaged under clause 4.4 of this Award shall be remunerated on the basis of a per patient session/consultation. Arrangements under clause 5.2.2 shall be detailed in a written agreement between the employer and employee.

(b) Sessional employees engaged as such shall be paid the following rates per session or consultation:

- \$26.70 per patient consultation where the consultation is less than 30 minutes duration
- \$32.62 per patient consultation where the consultation is more than 30 minutes duration

(c) Patient consultation time shall be determined by the employer.

(d) No other provision, other than those prescribed in clause 1.3.3, shall have application.

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

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

5.2.3 Employees who hold a 4 year degree or similar qualification, shall be appointed to paypoint 2 in Level 2.

## 5.3 Allowances

### 5.3.1 *Divisional and District parities*

Employees employed outside the Eastern District of the Southern Division shall be paid the following amounts in addition to the rates of wages prescribed by clause 5.2 for employees employed within that District:

	Per annum \$
Northern Division, Eastern District	55.00
Northern Division, Western District	141.00
Mackay Division	47.00
Southern Division, Western District	42.00

### 5.3.2 *Extra payment for week-end work*

All rostered ordinary hours worked by any employee between midnight Friday and midnight Sunday up to and including 10 ordinary hours in any one shift shall be paid for at the rate of ordinary time plus the additional percentage of the employee's ordinary time rate as follows:

- (a) Midnight Friday to Midnight Saturday - 50% loading
- (b) Midnight Saturday to Midnight Sunday - 75% loading

All time worked by an employee during the above week-end period in excess of ordinary hours in any one shift shall be paid at the appropriate overtime rate in lieu of the above additional percentages.

All employees who were transferred across to this Award on 1 September 2005 shall not be disadvantaged and shall be entitled to receive a loading of 100% for all ordinary hours worked between midnight Saturday to midnight Sunday.

### 5.3.3 *On call*

For employees rostered to be on call at their private residence, or at any other mutually agreed place:

- (a) For each 24 hour period or part thereof when the on call period is between rostered shifts on ordinary hours Monday to Friday inclusive - \$12.34.
- (b) For each 24 hour period or part thereof when the on call period is on a Saturday - \$17.21.
- (c) For each 24 hour period or part thereof when the on call period is on a Sunday or public holiday - \$20.60.

Payment shall be calculated by reference to the allowance specified applicable to the calendar day on which the major portion of the on call period falls

If an employee rostered to be on call is required to work, such work shall be remunerated at the appropriate overtime rate provided that the time spent travelling to and from the place of duty shall be deemed to be time worked. A minimum payment of 3 hours shall be provided.

### 5.3.4 *Uniforms*

Where the employer requires uniforms to be worn the employer shall provide the employee with a uniform allowance of \$168 per year paid on a *pro rata* basis each pay.

Casuals shall be excluded from the provision of uniform allowance as the loading incorporates a component for uniforms.

Where site policy allows for the provision of a uniform this will be provided as per the policy. Currently at The Wesley Hospital and St Andrew's War Memorial Hospital this equates to, for full-time staff - 3 sets initially and then one set each year thereafter, and for part-time staff 2 sets and ½ set per year thereafter.

### 5.3.5 *Split periods of duty*

Employees engaged on split periods of duty in which the ordinary hours of duty are subject to a break in continuity other than for meal breaks and rest pauses as provided in clause 6.4, shall be paid an allowance of \$11.47 per day for each day so worked.

## 5.4 Salary packaging

Notwithstanding the wage rates contained in clause 5.2, the employer may by agreement with an employee introduce remuneration packaging in respect of that employee's salary, subject to the following provisions:

- (a) Any financial advantage of salary packaging accrues to the employee, therefore any costs associated with salary packaging must be borne by the employee.
- (b) The employer shall ensure that the structure of any agreed package complies with taxation or other relevant laws.
- (c) The total salary package for each employee shall comprise a cash salary component, SGC compliant superannuation, leave loading, all other applicable allowances and an agreed optional range or benefits. Such benefits shall be financed by the employer by way of salary sacrifice from the employee's individualised Expense Payment Benefit Account (EPBA) so established.
- (d) The terms of the salary packaging arrangement shall be committed to writing and signed by the employer and the employee. A copy of the signed agreement shall be held by the employer and the employee.
- (e) The selection of benefit payments may be altered at any time but frequent changes to payment schedules may incur additional costs to the employee.
- (f) In the event that the full amount of the agreed benefits allocated to a specific EPBA is not utilised at end of each FBT year (1 April to 30 March) such balance will be paid in cash to the employee and shall be treated as salary and shall be subject to PAYG taxation.
- (g) An employee who has a credit in the EPBA on cessation of employment may elect to utilise that credit to pay for an expense already incurred or receive the balance of the credit in cash. Provided that the cash payment shall be treated as salary and shall be subject to PAYG taxation.
- (h) The parties to this Award strongly recommend that employees seek independent advice on any financial implications before entering into salary packaging arrangements. Notwithstanding the above provisions of this clause, salary packaging arrangements may be cancelled by either party by the provision of one calendar month's notice.

The parties agree to review the provisions of clause 5.4 in the event of significant change to existing taxation laws or the introduction of any new legislation.

## 5.5 Occupational superannuation

5.5.1 For the purpose of the employee enjoying a higher contribution to their occupational superannuation fund, an employer and an employee may agree at the written request of the employee that the employee will sacrifice part of their wages due under this Award, provided that such sacrificed part of their wages is paid by the employer to the credit of the employee in an agreed complying Fund.

### 5.5.2 *Superannuation contribution*

- (a) An employer shall contribute to one of the following funds - Uniting Church Employees' Superannuation Fund, Sunsuper, Health Employees Superannuation Trust Australia, - on behalf of each eligible employee, such superannuation contributions as required to comply with the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time.

It is noted that the Federal Government legislation requires employers to contribute 9% on behalf of eligible employees at the time of making this Award.

- (b) Contributions on behalf of each eligible employee shall apply from the date of the employee's commencement of employment with the employer notwithstanding the date the membership application was forwarded to the Fund. Such contributions will be made at least monthly.
- (c) The amount of contributions to the fund shall be calculated to the nearest 10 cents, any fraction below 5 cents shall be disregarded.
- (d) "Ordinary time earnings" for the purposes of clause 5.5 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.

- (e) The fund and the amount of contributions paid in accordance with clause 5.5 shall be included in pay advice notices provided by a respondent employer to each employee.
- (f) Each employee shall be given equal access to all information concerning the approved occupational superannuation funds set out in clause 5.5.2(a).
- (g) The employee shall choose the fund into which the employer shall make contributions on the employee's behalf.
- (h) Employers to participate in nominated fund:

An employer shall make application to the fund to become a participating employer in the fund and shall become a participating employer upon acceptance by the Trustee of the fund.

An employer shall provide each employee who is not a member of the fund with a membership application form upon commencement of clause 5.5 and thereafter upon commencement of employment.

Each employee shall be required to complete the membership application and the employer shall forward the completed application to the fund by the end of the calendar month of commencement of clause 5.5 or commencement of employment.

- (i) Provision for workers to make superannuation contributions to the Award fund:

An employee may make contributions to the fund in addition to those made by the respondent employer.

An employee who wishes to make additional contributions must authorise the respondent employer in writing to pay into the fund, from the employee's wages, a specified amount in accordance with the fund trust deed and rules.

An employer who receives written authorisation from the employee, must commence making payments into the fund on behalf of the employee within 14 days of receipt of the authorisation.

An employee may vary their additional contributions by a written authorisation and the employer must alter the additional contributions within 14 days of the receipt of the authorisation.

Additional employee contributions to the fund requested under this subclause shall be expressed in whole dollars.

## **5.6 Payment of salary**

- 5.6.1 Salaries shall be paid fortnightly by cheque or electronic funds transfer which ensures reasonable geographic access for staff to their salaries on pay day.

## **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 hours per week, to be worked over 5 out of 7 days on one of the following bases:

- (a) 38 hours within a 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.

- 6.1.2 The ordinary hours of work shall be worked over any 5 out of 7 days Monday to Sunday. The ordinary hours of work shall be between 6.00 a.m. and 7.00 p.m. Monday to Friday:

Provided further that work done outside of 6.00 a.m. to 7.00 p.m. Monday to Friday shall be paid at overtime rates and will be deemed to be part of the ordinary hours of work for the purpose of clause 6.1.

6.1.3 The ordinary hours of all employees shall not exceed 8 hours, or by agreement 10 hours per day exclusive of meal breaks. Sessional employees shall work within a spread of 12 hours calculated from the commencing time.

#### 6.1.4 *Rosters*

Where rosters are implemented in accordance with clause 6.1.3 or clause 6.1.5, employees shall be notified one week in advance. Changes within a roster shall be by agreement between the employer and the employee concerned, but failing agreement, 24 hours notice of change of roster shall be given or double time shall be paid for that day worked:

Provided that this payment shall not be applicable where rosters are changed due to emergent circumstances.

6.1.5 Where the arrangement for ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.

Where the ordinary work cycle provides for a rostered day off, the rostered day off shall not fall on a public holiday, but shall be on the ordinary working day immediately before or immediately after the public holiday or deferred.

## 6.2 **Overtime**

6.2.1 All time worked by any employee in excess of the employee's rostered hours of work or outside the spread of hours on any one day shall be deemed to be overtime and shall be paid for at the following rate:

- (a) In the instance of shift workers and continuous shift workers at the rate of double time.
- (b) In the instance of all other employees at the rate of time and one-half for the first 3 hours and double time thereafter.
- (c) All overtime worked on a Sunday shall be paid or at the rate of double time.
- (d) All overtime payments shall be in addition to the actual or weekly wage paid to each employee.

An employee may be required to work reasonable overtime subject to adequate prior notice.

Except in an emergency no employee shall work overtime unless instructed to do so by a person authorised to so instruct.

#### 6.2.2 *Time in lieu*

(a) Subject to mutual agreement in writing between the employer and the employee, an employee may be compensated for overtime worked in lieu of payment by being allowed time off at the following rate:

- (i) the first 3 hours of overtime in any one week may be taken at the rate of time worked for time taken;
- (ii) any period in excess of 3 hours of overtime in any one week may be taken off at a rate equivalent to the prescribed overtime penalty.

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

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

(b) Subject to prior approval by the employer, an employee may be granted time off notwithstanding that such time has not been worked as overtime in accordance with clause 6.2.1. The employer shall pay the employee's wages as if the employee worked ordinary hours during such time off:

Provided that the period of time off shall be made up in accordance with clause 6.2.2 through authorised overtime worked, within 4 weeks of the time off being taken, or the employees pay shall be reduced by the amount of such time off taken.



The employer shall maintain an appropriate record of hours accumulated and taken off duty by each employee under clause 6.2.2.

### 6.2.3 *Reverse time in lieu*

On request by the employee, the hospital may release an employee from a rostered shift and agree to pay the employee for the hours not worked at the ordinary rate of pay.

The employee shall be rostered to work the hours not worked as additional hours, that is over and above contracted hours, at a later date. The employee shall receive no payment (except shift penalties) for those additional hours worked.

The employee may accumulate up to a maximum of 16 hours reverse time in lieu.

The employee shall be rostered to work the additional hours owed within 4 weeks of the hours being accrued.

The additional hours shall be rostered as agreed between the employee and the Hospital and shall be rostered in shifts lengths equivalent to that of the time released from duty.

Employees who have accumulated reverse time in lieu shall be given preference to work available additional hours.

On termination of employment any hours owed by the employee shall be deducted from the termination payment subject to the employee having the opportunity and declining to work the hours required.

6.2.4 An employee who has worked at least 7.6 ordinary hours on any day and who is required to continue to work after the usual ceasing time shall be supplied with a reasonable meal at the employer's expense, or be paid \$12.10 per meal in lieu thereof, after more than 2 hours, or after more than one hour if overtime continues beyond 6 pm. If an employee continues to do work the employee shall be allowed an additional meal or \$12.10 in lieu thereof for each completed 4 hours work after the first hour.

6.2.5 Provided that an employee is not entitled to a meal or to be paid in lieu of a meal if the employee would not normally take a meal after the 2 hours or the one hour of overtime respectively referred to above.

6.2.6 An employee who works so much overtime between the termination of ordinary work on the one day and the commencement of ordinary work on the next day that at least 10 consecutive hours off duty have not been taken between those times shall, subject to clause 6.2.6 be released after the completion of such overtime until 10 consecutive hours off duty have been taken without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer, such an employee resumes or continues work without having had such 10 consecutive hours off duty, double rates shall be paid until such period off duty is provided without loss of ordinary pay for such time off.

6.2.7 The provisions of clause 6.2.6 shall apply as if 8 hours were substituted for 10 hours when overtime is worked:

- (a) for the purpose of changing shift rosters; or
- (b) where a shift worker does not report for duty; or
- (c) where a shift is worked by arrangement between the employees themselves.

## **6.3 Flexibility in rostering**

6.3.1 All full-time and part-time employees shall work in accordance with a roster to be agreed from time to time between the employer and a majority of employees in any workplace or part thereof. Such roster is to comply with clause 6.3.2.

6.3.2 The roster shall set out the employee's periods of duty and the starting and finishing times for such periods. It shall be displayed in a place conveniently accessible to employees at least 7 days before the commencement of each week.

6.3.3 Rosters can be varied by agreement in writing between the employer and employee on reasonable grounds without overtime or other penalties (including lengthening or shortening or adding shifts) to suit the hospital and/or employee requirements provided that:

- (a) No such agreement can require an ordinary time shift longer than the duration of ordinary shifts permitted by agreement under this agreement; and

- (b) The effect of such agreement is not to reduce the number of regular rostered hours of work to be performed by the employee over 2 consecutive pay periods. The term "regular rostered hours of work" excludes hours of work performed on relieving duties.

#### **6.4 Meal time and rest pauses**

- 6.4.1 *Meal time* - Not less than 30 minutes shall be allowed for each meal, and meal times shall fall between the 4th and 6th hour of duty.
- 6.4.2 *Rest pauses* - Every employee shall be entitled to a rest pause of 10 minutes duration in the employer's time in the 1st and 2nd half of the employee's daily work. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary:

Provided that at management's discretion, the employer may combine the period of the 2 rest pauses to provide one 20 minute rest pause in each ordinary working day.

### **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

#### **7.1 Annual leave**

- 7.1.1 Every employee (other than a casual employee) shall at the end of each year of their employment be entitled to not less than 4 weeks' annual leave on full pay.
- 7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.6) shall be paid for by the employer in advance:
- (a) In the case of any and every employee in receipt immediately prior to that leave of ordinary wages at a rate in excess of the ordinary rate payable under clause 5.2, at that excess rate; and
- (b) In every other case, at the ordinary time rate of pay payable under clause 5.2 to the employee concerned immediately prior to that leave.
- 7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall immediately pay to the employee, in addition to all other amounts due to them, their pay, calculated in accordance with clause 7.1.6, for 4 weeks and also their ordinary time rate of pay for any public holiday occurring during such period of 4 weeks.
- 7.1.4 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, an amount equal to 1/12th of their pay for the period of their employment, calculated in accordance with clause 7.1.6.
- 7.1.5 Unless the employee shall otherwise agree, the employer shall give the employee at least 14 days' notice of the date from which such employee's annual leave shall be taken.
- 7.1.6 *Calculation of annual leave pay*

In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- (a) Subject to clause 7.1.6(b), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
- (i) the employee's ordinary wage rate as prescribed in clause 5.2 for the period of the annual leave (excluding weekend penalty rates); and
- (ii) a further amount calculated at the rate of 17 1/2% of the amount referred to in clause 7.1.6(a)(i).
- (b) Clause 7.1.6(a) does not apply to:
- (i) any period or periods of annual leave exceeding 4 weeks; and
- (ii) employers who are already paying an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.
- 7.1.7 Annual leave by mutual agreement between employer and employee may be taken in one or more parts. One week of each year's entitlement may be taken on a single day basis.

- 7.1.8 Each employee shall be notified of the date of commencement of their annual leave at least one month before such date.
- 7.1.9 Where leave is taken daily, at least 7 days' notice shall be given unless mutually agreed otherwise. With the exception of daily leave, annual leave shall not be taken in parts of less than one week.

## **7.2 Sick leave**

### *7.2.1 Entitlement*

- (a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 76 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.

### *7.2.5 Workers' compensation*

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

### *7.2.6 Procedure for monitoring sick leave usage*

The employer/s and Union recognise that absenteeism constitutes a significant industrial relations issue and cost overhead, and recognise that both the Union and industry representatives will collaborate on reducing its incidence, and agree to a range of initiatives to examine trends and causes. As one measure only, the parties agree to implement the following procedure:

- (a) The parties recognise that sick leave is unlike annual or long service leave in that sick leave is conditional upon an employee being ill or injured to the point of being unfit for duty; or may be used in accordance with clause 7.3 (Family leave).

It is an insurance to protect the employee and family against hardship should they be unable to continue in their normal occupation when injured or ill.

- (b) This procedure is designed to equitably scrutinise sick leave usage by employees.
- (c) At the end of each 3 monthly period the responsible officer may review attendance records of employees who have been absent from work for more than 3 days on sick leave during the 3 month period.
- (d) Such officer or nominated delegate will then have the matter examined in the following manner:
  - (i) check the pattern of leave;
  - (ii) check the past history of absences to see if this pattern is unusual for the employee;
  - (iii) check with the employee's supervisor regarding knowledge of the employee's personal problems or situation at the time they was absent, or the supervisor believed it to be a genuine absence for injury or sickness; or is due to the effects of management or work practices which need review;
  - (iv) the results of the above checks should be recorded for future information;
  - (v) if the results of 2 consecutive periods show possible unsatisfactory attendance and reasons for absence, then the following actions should be taken:
    - (A) formally notify the employee of a forthcoming interview between the responsible officer, or their nominated delegate, in the presence of their supervisor and notify the employee they may have a Union representative present if that employee so requests;
    - (B) if the discussion in respect to the absences does not provide satisfactory reason for the absences then a letter is to be sent to the employee, stating management's assessment and the intended procedure to be followed in future. The employee will be entitled to have filed their explanation;
    - (C) if a similar pattern is observed in the next period, the employee is again interviewed (as in clause 7.2.6(d)(v)(1), and if the interview results in unsatisfactory reasons again being given, then a second letter is to be sent to the employee, also indicating proof of illness or a certificate may be required for any absence for the next 6 months.
- (e) The above procedure does not operate to withdraw the employer's right to take termination procedures or other disciplinary action against any employee if that employee has been guilty of filling out a false leave application form and claiming sick leave pay when that person was not actually sick. Similarly, the above procedures do not repudiate the Union's right to take the matter to the appropriate tribunal.

### **7.3 Family leave**

The provisions of the Family Leave Award 2003 apply to and are deemed to form part of this Award.

For the information of readers of this Award, the Family Leave Award 2003 deals with:

Maternity leave, paternity leave and adoption leave

- Nature of Leave
- Definitions
- Eligibility
- Certification
- Notice
- Transfer to a safe job
- Variation or cancellation of period of leave
- Effect on employment
- Termination
- Return to work
- Replacement employees
- Leave refusal

Part-time work

- Definitions
- Entitlement
- Return to former position

Transitional arrangements - annual leave and sick leave  
Part-time work agreement  
Termination  
Extension of hours of work  
Nature of work

Replacement employees

Exclusion

Special responsibility leave  
Use of sick leave  
Unpaid leave for caring purposes  
Annual leave  
Time off in lieu of payment for overtime  
Make up time  
Grievance process

Bereavement leave/compassionate leave

Relevance where award entitlement otherwise exists.

7.3.1 Employees may access up to 75% of their sick leave entitlement for the purpose of family leave.

7.3.2 It is noted that part-time work can be performed by agreement in the circumstances specified in the Family Leave Award 2003.

7.3.3 *Paid maternity leave*

The employer will provide 6 weeks' paid maternity leave, in the manner set out below after one calendar year of continuous service either as a full-time or part-time employee or a combination of both:

- (a) 4 weeks' pay at that time the employee proceeds on leave;
- (b) one additional week's pay in each of the first 2 pay periods following the employee's return from leave to full-time or part-time work.

Other than during the 6 weeks' period of compulsory leave, employees on maternity leave may undertake casual work for the employer from time to time during such leave. Such work shall not affect the employee's entitlement to the full period of leave as prescribed by the *Family Leave Award - State 2003*.

## **7.4 Bereavement leave**

7.4.1 *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.

7.4.2 *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 7.4.2.

7.4.3 "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.

#### 7.4.4 *Unpaid leave*

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

7.4.5 An employee shall be entitled to a maximum of 2 days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's spouse, child, father or mother and where such employee travels outside of Australia to attend the funeral.

#### 7.5 **Long service leave**

7.5.1 All employees shall be entitled to long service leave on full pay under, subject to, and in accordance with the provisions of the Act.

7.5.2 Subject to clauses 7.5.3 to 7.5.7 the following enhanced long service leave entitlements shall also apply:

Introduction:

Upon completion of 10 years of continuous service with the one employer, employees shall be entitled to 13 weeks long service leave with pay.

Subject to the foregoing the eligibility for long service leave shall be determined in accordance with clause 7.5.2.

Any leave taken and paid under this subclause shall be deducted from the entitlement that would otherwise have accrued under the Act.

#### 7.5.3 *Entitlement*

For all continuous service after the 2nd January 1996 an employee who completes 10 years continuous service shall be entitled to long service leave at the rate of 1.3 weeks on full salary for each year of continuous service and a proportionate amount for an incomplete year of service.

For service prior to the 2nd January 1996, long service leave entitlement shall be as prescribed by the *Industrial Relations Act 1990* as at the 2nd January 1996 except that an employee shall be entitled to take such leave after 10 years of service as hereafter provided.

Entitlement to enhanced long service leave benefit for service in excess of 15 years with the one employer shall be in accordance with the provisions of the Act.

#### 7.5.4 *Conditions*

The following provisions shall apply in respect of long service leave:

- (a) An application for leave shall be made in writing, in a form determined by the local hospital management.
- (b) Timely notice of the desire for leave shall be given by the employee. The employee shall be given timely advice of whether or not leave is approved. In the event of any disagreement the employer may require an employee to take a period of long service leave by giving 3 months notice of the request to take long service leave.
- (c) Leave may be taken up to the total amount of leave due as at the date of commencement of the leave, calculated by:
  - (i) determining the total period of the employee's continuous service having regard to the provisions of these regulations in respect of leave credited for service;
  - (ii) determining the total long service leave entitlement appropriate to that period of continuous service;
  - (iii) deducting from the total entitlement, long service leave previously taken.
- (d) The minimum period of long service leave which may be taken at any one time shall be 2 weeks.
- (e) Where an employee becomes ill and is granted sick leave in lieu of long service leave approved, the period of long service leave actually taken shall not be subject to the minimum period requirement set out in clause 7.5.4(d).

- (f) Where an employee is recalled from long service leave, the taking of the balance of the leave originally approved shall not be subject to the minimum period requirement set out in clause 7.5.4(d).

#### 7.5.5 *Cash equivalent*

Cash equivalent on ceasing employment normally occurs at or after 10 calendar years continuous service. However, payment will be made for lesser periods of continuous service in the following circumstances:

- (a) upon retrenchment - 1 year;
- (b) upon ill health retirement - 5 years;
- (c) upon retirement within ten years of attaining age 65 - 5 years;
- (d) upon death - 5 years.

Where an employee dies, the amount which would have been payable to that employee had that employee retired or been dismissed on the date on which the employee actually died shall be paid to the employee's dependants (if any) or, if there be no dependant, to the employee's personal representative.

#### 7.5.6 *Payment in lieu of long service leave not taken*

A person who ceases to be an employee and who at the date of ceasing to be an employee has an entitlement to long service leave shall receive a payment in lieu of long service leave not taken.

The calculation of the amount of the payment shall be based on:

- (a) that entitlement; and
- (b) the rate of ordinary salary which the person was receiving at the date of ceasing to be an employee.

#### 7.5.7 *Casual employees*

Prior to 23rd June 1990 casuals, as a general rule, were not entitled to accrued long service leave. As from 23rd June 1990, the *Industrial Relations Act 1990* came into force and casual employees were granted an entitlement to long service leave.

Put simply this means casual employee entitlements are as follows:

Date	Entitlement
Prior to 23.6.90	No entitlement - Service does not count.
23.6.90 - 30.3.94	Service counts provided at least 32 hours are worked every 4 weeks.
From 30.3.94 onwards	Service counts provided there is no break between casual engagements of more than 3 months.

#### 7.5.8 *Record keeping*

The Act placed additional responsibility on employers with regard to time and wages records. Section 366 particularly highlights the need to record total hours other than overtime aggregated to 30 June each year as well as entitling the employee to receive a certificate of such accumulated hours calculated to the previous 30 June.

All long service leave entitlements are to be expressed in hours.

#### 7.5.9 *Part-time employees - long service leave*

A part-time employee accrues long service leave on a proportionate basis of the entitlement for a full-time employee.

In determining the length of absence of a part-time employee on long service leave, employees should apply for the number of ordinary hours they would have been at work for the required period. The debit against the balance of accrued leave is to be the actual number of hours absent from duty as described. This principle also applies in the case of employees who have accrued their leave entitlements by working a combination of full-time and part-time employment.

## **7.6 Long service leave on half pay**

- 7.6.1 All employees shall be entitled to apply for long service leave on half pay upon completion of 10 years' continuous service. This provision provides for the employee to extend the period of leave to twice the period that may be taken with full pay. The wages shall be apportioned over the period of leave at the rate of half pay.
- 7.6.2 The same entitlements and conditions that apply to long service leave on full pay shall apply to this provision as per clause 7.6 and the Act.
- 7.6.3 Long service leave shall be exclusive of any public holiday that falls during the leave period. An employee shall receive payment of their usual hours at the ordinary hours rate for those public holidays that occur during the leave period.
- 7.6.4 Annual, sick and long service leave shall accrue on a *pro rata* basis for employees who access this provision.
- 7.6.5 Recognition of service shall accrue on a *pro rata* basis for employees who access this provision.
- 7.6.6 Recognition of service for the purposes of wage increments shall be calculated on a *pro-rata* basis.
- 7.6.7 The employee who applies for long service leave on half pay will be responsible for seeking financial advice in respect of any affect such leave may have on taxation and superannuation contributions.
- 7.6.8 The employer will include a reference to the benefits of seeking financial advice on the hospital's application form.

## **7.7 Public holidays**

7.7.1 Subject to clause 7.7.6. 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.

### *7.7.2 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.

### *7.7.3 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.

### *7.7.4 Double time and a-half*

For the purposes of clause 7.7 "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.

### *7.7.5 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 dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and New Year's Day.

#### *7.7.6 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.

7.7.7 If it is required that any employee shall work on any of the public holidays, the employer shall give not less than one clear day's notice of such requirements to the employee.

#### *7.7.8 If no work is required by employer to be performed*

All full-time employees shall be entitled to be paid their ordinary rostered hours for each public holiday mentioned in clause 7.7.1 which falls on a day regularly worked by the employees concerned irrespective of the fact that no work may be required of them by the employer on such day.

#### *7.7.9 Annual leave impact*

Should any public holiday occur during the period of an employee's annual leave, there shall be added to the employee's annual leave an extra day for each such day so occurring.

#### *7.7.10 If rostered off*

- (a) For each of the public holidays mentioned in clause 7.7.1 which falls on a full-time employee's day off such employee shall be paid an additional day's wage or shall be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the employee concerned, or an extra day shall be added to the employee's annual leave.
- (b) Provided that the provisions of clause 7.7 insofar as Easter Saturday or other public holiday falling on a weekend is concerned shall not apply to any employee whose ordinary hours of work are regularly worked between Monday and Friday inclusive and who regularly has Saturday and/or Sunday off each week.

#### *7.7.11 Part-time employees*

- (a) Part-time employees shall be entitled to the holiday provisions in clause 7.7.1 provided that the part-time employee would have been ordinarily rostered to work on that day, had it not been a public holiday.
- (b) A part-time employee who is rostered to work on a day of the week on which a public holiday falls, and who is not required to work on that day, shall be paid for the hours which would otherwise have been worked on that day.
- (c) Should a part-time employee be rostered regularly to work on a day on which a public holiday happens to fall and such public holiday occurs during a period of the employee's annual leave, there shall be added to the employee's annual leave an extra day for each such day so occurring.

#### *7.7.12 Casual employees*

Casual employees required to work on public holidays shall be paid at the rate of double time and a-half for all time worked on such days, provided they are paid a minimum of 4 hours.

#### *7.7.13 Additional annual leave option*

An employee may agree in writing with an employer to be compensated for an entitlement to extra payment for work performed as prescribed by clauses 7.7.10(a) and 7.7.10(b) by an entitlement to additional annual leave on full pay at the appropriate rate.

#### *7.7.14 ADO impact*

In the event that the ADO does coincide with a public holiday another day determined by mutual agreement between the employer and employee shall be taken in lieu thereof, this day to be within the same 4 weekly work cycle where possible.

#### *7.7.15 ADO accrual*

Where an employee is not required to work on any specific public holiday it shall be regarded as a day worked for accrual purposes of the ADO.

## **7.8 Jury service**

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.

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.

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.

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.

"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 time**

8.1.1 Where an employer sends an employee to some place other than the employee's ordinary place of duty, the remuneration for which the employee would otherwise be entitled shall not be reduced during the travelling period involved and the employee shall be allowed:

- (a) When travelling by rail, first class fares, including sleeper, where necessary;
- (b) The amount actually paid for reasonable and necessary expenses whilst travelling.

## **PART 9 - TRAINING AND RELATED MATTERS**

### **9.1 Training and education**

9.1.1 The parties to this Award recognise the importance of training and education to the productivity and efficiency of the workplace.

Accordingly the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
- (b) assisting employees' career opportunities and productivity through the provision of appropriate training to acquire additional skills;
- (c) ensuring skills so acquired are able to be utilised.

9.1.2 Therefore the parties commit themselves to encouraging the use of and access to such education and training as is regarded by them as appropriate and improving training in such cases where this is required.

9.1.3 It is agreed that the parties shall discuss the development of appropriate training programs to facilitate skill enhancement to ensure that such training provided externally complies with criteria and guidelines established by the parties.

9.1.4 The parties agree that such training may take place either on or off the job and will be provided at the expense of the employer. Where such training takes place during working hours the employee shall not suffer any loss of pay.

## **9.2 Professional development**

- 9.2.1 Employees shall be entitled to access up to 22.8 hours paid leave on ordinary earnings each calendar year, non-cumulative, to attend courses and seminars.
- 9.2.2 The manager will only approve leave for professional development such that it does not create or potentially create operational difficulties for the relevant hospital. Approval for such leave will not unreasonably be withheld. This leave is in addition to and will be granted after an employee has completed all mandatory hours of core competency training in the calendar year or they have completed this training within the previous 6 months.
- 9.2.3 Additional leave may be granted on request as per local study leave policy. Following attendance at professional development knowledge sharing across UHC must be demonstrated.

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

### **10.1 Immunisation**

The employer will provide and arrange administration of Hepatitis B where required by the employer and required by the role and agreed by the employee.

## **PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS**

### **Preamble**

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

### **11.1 Right of entry**

#### *11.1.1 Authorised industrial officer*

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

#### *11.1.2 Entry procedure*

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

#### *11.1.3 Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
  - (i) is ineligible to become a member of the Union; or
  - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the

records to be inspected; or

(iii) has made a written request to the employer that they do not want their record inspected.

(c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.

(d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

#### 11.1.4 *Discussions with employees*

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

(a) matters under the Act during working or non-working time; and

(b) any other matter with a member or employee eligible to become a member of the Union, during non-working time.

#### 11.1.5 *Conduct*

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

### **11.2 Time and wages record**

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

(a) the employee's award classification;

(b) the employer's full name;

(c) the name of the Award under which the employee is working;

(d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;

(e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;

(f) the gross and net wages paid to the employee;

(g) details of any deductions made from the wages; and

(h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

(a) the employee's full name and address;

(b) the employee's date of birth;

(c) details of sick leave credited or approved, and sick leave payments to the employee;

(d) the date when the employee became an employee of the employer;

(e) if appropriate, the date when the employee ceased employment with the employer; and

(f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department

of Industrial Relations, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

### **11.3 Trade union training leave**

11.3.1 Upon written application by an employee to the employer, such application being endorsed by, and given to the employer at least one month in advance, such employee shall be granted up to 5 working days leave (non-cumulative) or ordinary pay each calendar year to attend courses and seminars conducted by the Union or other Union recognised provider of training.

11.3.2 For the purposes of clause 11.3 "ordinary pay" means at the ordinary fortnightly rate paid to the employee exclusive of any allowance for travelling and fares or shift work.

11.3.3 The granting of such leave shall be subject to the following conditions:

- (a) An employee must have at least 12 months uninterrupted service with an employer prior to such leave being granted.
- (b) Clause 11.3 shall not apply to a work establishment with less than 1.5 full time equivalent employees covered by this Award. Work establishment is defined as the whole or section of an organisation which operates on a week to week basis independently from other sections of the organisation with regard to rostering or employees and responsibilities for the provision of specific services to a geographical area or areas.
- (c) The maximum number of ordinary hours of such leave which an employer employing 1.5 full time equivalent employees under this award shall be required to grant at each establishment within any 12 month period shall be 38 with a maximum of one actual employee on leave at any one time to a maximum of 38 hours.
- (d) The granting of such leave shall be subject to the convenience of the employer and so that the operations of the employer will not be unduly affected. Such leave shall not be unreasonably refused by the employer.
- (e) In granting such paid leave, the employer is not responsible for any additional costs, except for payment where relieving arrangements are instituted to cover the absence of the employee/s.
- (f) Leave granted to attend trade union training courses will not incur any additional payment if such course coincides with the employees' day off in the 19 day month working arrangements or with any other concessional leave.
- (g) Such paid leave will not affect other leave granted to employees under this Award.
- (h) Leave granted under clause 11.3 must be counted as continuous service for all purposes of the Award.
- (i) On completion of the course the employee shall, within 14 days, provide the employer proof satisfactory to the employer of their attendance at the course and necessary Training Guarantee Levy details if available.
- (j) The scope and content of the course must contribute to a better understanding of industrial relations within the employees' operations.

### **11.4 Award posting**

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

## **SCHEDULE A - Classification Structure**

Positions consist of employees with a minimum of a Degree qualification or agreed equivalent. Mandatory qualifications exist with an expectation of the application of professional knowledge gained through formal studies.

The typical duties/skills are a non-exhaustive list that may be performed within the particular level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own.

The key issue to be looked at in properly classifying an employee is the level of initiative, responsibility, competency and skill that the employee is required to exercise in the work they perform within the parameters of the characteristics and not the duties the employee performs *per se*.

### ***Level 2***

#### Characteristics of the work:

- Positions at this level involve the standard delivery of basic professional services that are in support of employer objectives.
- Work is initially performed with professional support; however, this support is expected to reduce as experience increases.
- It would be expected that employees at this level seek professional guidance as necessary.
- The solution of problems may require the exercise of professional judgment through the selection and application of procedures, methods and standards, and may be supported by guidance from experienced professionals.
- Employees at this level may operate individually or as a member of a multidisciplinary team within a work area.
- Positions at this level generally have no supervisory responsibilities although may assist new employees by providing guidance and advice.
- Knowledge of relevant basic practices and procedures is required. (Professional judgment may be exercised within prescribed areas). Guidance would be sought for specialised areas.
- Employees shall be able to apply theoretical aspects of their profession to standard procedures or as a contribution to broader assignments.

#### Duties and skills:

- Positions at this level may involve an employee in a range of activities including the analysis and interpretation of findings as they relate to the elements of the work. They could also include the preparation of reports incorporating recommendations on basic operations and specific client or service outcome reports.
- Employees at this level perform non-repetitive tasks, governed by established procedures, specific guidelines and standardised instructions.
- Employees will work in an ongoing way to maintain their own professional expertise and seeking to improve skills/duties.

#### ***Level 3***

- This level usually requires professional expertise in one or more areas of Allied Health. Detailed knowledge of standard professional tasks is required with scope existing for exercising initiative in the application of established work practices and procedures.
- The degree of supervision received is variable depending on the assignment, project or work of the facility. The technical content of the work is not normally subject to direct supervision. It is expected that guidance would be sought in review work programs or on unusual features of an assignment.
- Employees are expected to exercise initiative in the application of professional practices either as a member (in some situations as leader) or as a specialist professional in multi-disciplinary teams or independently
- At this level professional support and/or some supervisory responsibility of subordinate staff may be required.
- Employees at this level may have supervisory responsibilities for technical/support staff if required, together with responsibilities for training and development of subordinate professional staff within their area of expertise.

#### Duties and skills:

- Work at this level requires the undertaking of more complex activities and the selection and application based on professional judgment of new and existing techniques and methodologies.
- Employees may carry out research under professional supervision and may be expected to contribute to the advances of the techniques used.
- Duties also include the responsibility for varied professional assignments, requiring knowledge of either a broad or specialist field. Problems would be addressed by the use of combinations of standard procedures and/or modifications of standard procedures.

Note: Employees will be required to progressively obtain greater specialised knowledge through post-graduate developmental experience through attendance at specialist seminars and achieve higher level of outcomes under reducing professional direction.

#### ***Advanced***

#### Characteristics of the work:

- Work at this level requires the exercise of professional independence combined with competence derived from extensive experience and/or additional study.
- Professional specialists at this level would undertake work with significant scope and/or complexity and/or undertake professional duties or an innovative, novel and/or critical nature without professional direction.
- The application of knowledge obtained through post-graduate specialist qualifications or extensive recognised expertise is required for appointment to this level.
- High levels of initiative are required to be exhibited in accomplishing objectives and undertaking complex

projects, which may be either on an individual basis as a recognised specialist, a professional practitioner with responsibilities for complex duties or as a senior specialist or leader in a multi-disciplinary team.

- Work is performed with limited or no professional supervision.
- Work at this level requires the development and provision of professional advice and consultancy services to other agencies, industry representatives and the public. The level of information provided and recommendations made influence the decisions of others, including superiors and peers, especially in the monitoring, development and delivery of programs.
- The general quality of advice given is subject to professional standards.
- The management of work groups may be a function of this level.
- Managerial responsibility may cover professional and related technical staff and includes training of subordinate staff, co-ordination of work flow processes, responsibility for quality of output of the work unit, performance assessment and review, staff counseling, career planning and development, application of equal employment opportunity principles as well as implementing occupational health and safety guidelines and principles.

Duties and skills:

- The duties undertaken at this level are of a complex and varied nature. They require detailed knowledge of the employer's operations combined with a specialist or very high level of practitioner knowledge of major activities in the work unit.
- Any standard professional task, (including problem definition, planning, execution, analysis and reporting) is expected to be performed by an employee of this level.
- Work at this level requires the ability to interpret legislation, regulations and other guideline material relating to the operations and functions of the work area.

### **SCHEDULE B - Criteria for Movement between Level 2 and Level 3**

**Movement from Level 2 to Level 3 may be by one of two methods:**

1. Appointment to an advertised vacancy.
2. Advancement by application having met the following criteria:
  - at least 12 months on the maximum level prescribed for a Level 2 officers;
  - recommendation for advancement from the Core Review Panel following evaluation based on:
    - (i) an assessment of a written application by the applicant seeking advancement based on:
      - the Criteria for Movement;
      - Demonstration of the skills and performing work as reflected by the Level 3 characteristics, duties and skills;
    - (ii) support of written application by senior officer and acknowledgment by the employer that the exercise of such skills enhances the professional care provided by the employing organisation; and
    - (iii) an interview as required.

**Process for application:**

1. Applicant is to complete an application form and attach information addressing all the Criteria for Movement and demonstrate they possess the skills capable of performing work as outlined by the Level 3 characteristics, duties and skills.
2. Information is to be handed to the Human Resources Department to coordinate distribution to the Core Review Panel and subsequent meeting to assess the written application.
3. The Core Review Panel will consider all the criteria for movement and the Level 3 characteristics, duties and skills although reclassification may be based on a majority of the same.
4. Following assessment of the written criteria an interview may be arranged with the applicant and members of the Core Review Panel as required.

If successful:

- Applicant is advised in writing within 8 weeks.
- Movement to Level 3 Paypoint 1 will occur from the pay period following the successful application.

If unsuccessful:

- Applicant to advised in writing.
- Feedback is to be provided as requested by the Allied Health or Human Resources member of the Core Review Panel.

**Criteria for Movement:**

- (a) Demonstrated professional expertise in one or more areas of the discipline and relevant to the area of work shown by:
- detailed knowledge of standard professional tasks;
  - examples of modifications to standard procedures and practices and contributions to the development of new techniques and methodologies; and/or
  - professional contribution relevant to the discipline at a local level.
- (b) Dedication to maintaining a high level of knowledge and communication of such knowledge for example through continuing and further education, relevant courses and conferences and awareness of current literature.
- (c) Evidence of recognition by peers, industry or other client groups as shown by one or more of the following:
- original in-service presentations;
  - published papers or articles;
  - active involvement in conferences and seminars;
  - consultancies;
  - recognition as a resource person who collects, collates and imparts knowledge in a particular area;
  - preparation of significant internal reports;
  - taking a leading role in significant professional, industry or community groups relevant to the employer's organisational goals;
  - the extent to which the professional's work is accepted and applied by industry or client groups.
- (d) Demonstrated levels of performance and innovation and a history of satisfactory performance:
- Demonstrated high levels of efficiency and effectiveness.
  - Demonstrated high level of responsibility and initiative.
  - Demonstrated skills at a higher level in a specialty area or demonstrated higher level of competency in a number of aspects within the professional discipline consistent with the Generic Level Statement for Level 3.

By the Commission,  
[L.S.] G.D. SAVILL,  
Industrial Registrar.

Operative Date: 1 September 2005  
New Award - Uniting Healthcare Allied Health Enterprise  
Award - State 2005  
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