

CITATION: *UNiTAB Limited Employees' Award - State 2003*
Reprint of Award - 10 December 2009
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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

UNiTAB LIMITED EMPLOYEES AWARD - STATE 2003

Pursuant to s. 698 of the *Industrial Relations Act 1999*, the UNiTAB Limited Employees' Award - State 2003 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the UNiTAB Limited Employees' Award - State 2003 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill
Industrial Registrar

UNiTAB LIMITED EMPLOYEES AWARD - STATE 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the UNiTAB Limited Employees' Award - State 2003.

1.2 Arrangement

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1.3 Award coverage

This Award applies to all Employees of UNiTAB Limited and UNiTAB Pty Ltd for whom classifications and rates of pay are prescribed.

1.4 Date of operation

This Award takes effect from 23 June 2003.

1.5 Parties bound

This Award is legally binding upon the Employees as prescribed by clause 1.3 and their employer, and upon:

- (a) the Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees;
- (b) the Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees;

(c) the Queensland Services Industrial Union of Employees; and

(d) their members.

1.6 Area of operation

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

1.6.1 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; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees 30 minutes of south latitude; 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; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees of south latitude; from that latitude due east to the sea coast; 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.

1.6.2 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; from that longitude due north to 25 degrees of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

1.7 Definitions

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

1.7.2 "Afternoon Shift" means any shift commencing on or after midday and finishing after 6.30 p.m.

1.7.3 "Casual in Charge" means a casual appointed to be in charge where no branch manager or supervisor is employed. The term includes an Employee who is required to take charge of a branch office or telebet section and exercise control over other casuals in the absence of a branch manager or supervisor for a continuous period of 2 hours or more.

1.7.4 "Commission" means the Queensland Industrial Relations Commission.

1.7.5 "Employee" means any Employee of UNiTAB Limited ACN No. 085691738 or its subsidiary, UNiTAB Gaming Pty Ltd ACN No. 079909541 for whom rates of pay are prescribed by this Award.

1.7.6 "Night Shift" means any shift finishing after midnight and at or before 8.00 a.m.

1.7.7 "Union" means the Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees; or the Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees; or the Queensland Services Industrial Union of Employees as appropriate.

1.7.8 "UNiTAB" means the UNiTAB Limited ACN No. 085691738 or its subsidiary, UNiTAB Gaming Pty Ltd ACN No. 079909541.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedure

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

- 3.1.1 In the event of an Employee having a grievance or dispute the Employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the Employee/s may bypass this level in the procedure.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the Employee or the Employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the Employee or the Employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the Employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the Employee may proceed directly to the process outlined at clause 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An Employee who is not a member of a Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to any dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

ARRANGEMENTS

4.1 Contract of employment

4.1.1 Except in the case of casual Employees, employment shall be fortnightly.

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

Employment status can be either:

- (a) Full-time;
- (b) Part-time (as defined); or
- (c) Casual (as defined).

4.2 Part-time employment

4.2.1 A part-time Employee is an Employee who:

- (a) is employed for not less than 38 hours per fortnight and for less than 76 ordinary hours per fortnight; and
- (b) has reasonably predictable hours of work; and
- (c) receives, on a proportionate basis, equivalent pay and conditions to those of full-time Employees covered by this Award.

4.2.2 At the time of engagement, the employer and the Employee will agree in writing on the pattern of work required, including specifying the number of ordinary hours per fortnight, the days on which the work is to be performed and the usual daily starting and finishing times.

4.2.3 Any variation to the Employee's roster will be made after one week's notice to the Employee or a lesser period by mutual agreement.

4.2.4 The agreed number of ordinary hours per fortnight will not be varied without the consent of the Employee. Any such agreed variation to the number of fortnightly hours of work will be recorded in writing.

4.2.5 An employer is required to roster a regular part-time Employee for a minimum of 4 consecutive hours on any day.

4.2.6 All time worked outside the spread of ordinary working hours as provided for in clause 6.1 and all time worked in excess of the hours as mutually arranged in clauses 4.2.2 or 4.2.3 will be overtime and paid for at the rates prescribed in clause 6.3 - Overtime, of this Award.

4.2.7 A part-time Employee must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

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

4.2.9 Where an Employee and their employer agree in writing, part-time employment may be converted to full-time, and vice-versa on a permanent basis or for a specified period of time. If such an Employee transfers from full-time to part-time (or vice-versa), all accrued Award and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

4.3 Casual employment

4.3.1 Casual Employees are employed by the hour and from hour to hour.

4.3.2 No notice is required to be given by UNiTAB or the Employee to terminate the hourly contract of employment of a casual Employee.

4.3.3 *Casual positions*

A casual Employee is appointed to undertake tasks as directed, such as those described in the relevant level. Competency assessment is not relevant for Employees occupying these positions (e.g. casual clerk/operator and

groundsperson), or for temporary assignment at higher levels, where the necessary skills are not readily available within UNiTAB.

4.3.4 *Hours of work - Casual Employees*

- (a) Casual (Customer Contact) Employees - The ordinary working hours of Customer Contact Casuals shall not exceed 38 hours in any one week or 10 hours in any one day to be worked between the hours of 8.00 a.m. to midnight Monday to Sunday (both days inclusive), with a minimum of 2 hours' work or 2 hours' pay at the appropriate hourly rate for each engagement:

Provided that on a public holiday listed in clause 7.6 of this Award the ordinary hours of casuals shall also be worked between 8.00 a.m. and midnight.

- (b) Casual (Other Staff) Employees - The ordinary working hours of other casuals shall not exceed 38 hours in any one week or 10 hours in any one day to be worked between the hours of 6.30 a.m. to 6.30 p.m. Monday to Friday and where mutually agreed between 6.30 a.m. to 6.30 p.m. Saturdays, with a minimum of 2 hours' work or 2 hours' pay at the appropriate rate for each engagement.

4.4 **Trainees**

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

4.5 **Advertising of vacant positions**

Vacancies in positions covered by this Award shall be advertised within operations of UNiTAB at the discretion of UNiTAB.

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

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

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

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

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

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

4.6.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be the 2 weeks. 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 rate for the periods of notice

4.6.4 *Time off during notice period*

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

4.7 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 any employer shall not be required to disclose confidential information, the disclosure of which:

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 any 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 this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.8.3 '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
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10

More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

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

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

4.8.7 *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.

4.10 Anti-discrimination

4.10.1 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 varied 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.

4.10.2 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.

4.10.3 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.

4.10.4 Nothing in clause 4.8 is to be taken to affect:

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Classification definitions

5.1.1 *Classification criteria*

- (a) "Classification Criteria" are guidelines to determine the appropriate classification under this award and consist of characteristics and typical duties/skills.
- (b) The characteristics are the principal or primary guide to classification as they are designed to indicate the level of basic knowledge, a comprehension of issues, problems and procedures required and the level of responsibility/accountability of the position. The totality of the characteristics must be read as a whole to obtain a clear understanding of the essential features of any particular level and the competency required.
- (c) The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended 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. Employees classified in accordance with the classification criteria may perform/utilise one such duty/skill, or many of them, depending on the particular work allocated.
- (d) The key issue to be looked at in properly classifying an Employee is the level of initiative, responsibility/accountability, competency and skill that the Employee is required to exercise in the work they perform. When assigning a classification to an Employee, or when reclassifying an Employee, this needs to be done by reference to the specific characteristics of the level. For example, whilst some tasks associated with a higher level may be performed, this does not mean that the Employee must automatically be classified at the higher level. The Employee would achieve a higher classification when a major and substantial number of the characteristics of that level are satisfied and where the Employee achieves the level of initiative, responsibility/accountability, skill and competency envisaged by those characteristics.

5.1.2 *Reclassification criteria*

- (a) The assessment and placement of an Employee shall be the responsibility of the employer. Should an Employee wish to challenge the assessment and placement or where there is a claim for reclassification of a position by an Employee to a higher level under this structure on the ground that the Employee's duties and responsibilities are reflected within the classification criteria for that level, the matter shall be referred to an Appeals Committee. The Appeals Committee shall enquire into the matter and make a recommendation to the parties as a means of settling the matter. The Appeals Committee shall be comprised of:
 - The relevant Departmental Head;
 - A Union Official/member nominated by the Employee; and
 - A member of the Human Resources Department.

- (b) Should the matter remain unresolved, the following disputes avoidance procedure shall be followed:

A meeting to be arranged between the Chief Executive, or their nominee, and the Employee's representative. If the matter remains unresolved either party may refer the matter to the Commission who shall endeavour to resolve the matter by conciliation.

5.2 **Classification Levels**

All adult Employees shall be classified in one of the following Levels:

5.2.1 *Trainee*

- (a) An Employee shall be appointed as a trainee in any of the job descriptions within UNiTAB where the Employee does not possess the necessary skills or experience at the relevant level within the classification structure.
- (b) No Employee shall work in this capacity for a period longer than 6 months, assuming that an average of at least 30 hours per week has been worked within this period. Casual Employees (who may work less than an average of 30 hours per week) shall be established at the relevant level at the completion of 780 hours of service, subject to achieving at that time a satisfactory assessment in respect of the work under training.
- (c) A trainee shall be paid 92.5% of the relevant level rate.

Characteristics

- (d) Employees appointed as trainees perform routine duties, essentially of a minimal nature. The trainees perform tasks relevant to their training and work under a "buddy" system during training. Trainees exercise only minimal judgement during their training period. An Employee at this level is required to develop knowledge of customer service and health and safety within the requirements of their classification level.

The Employee continues to undertake training structured by the employer to enable work to be performed at a higher level.

5.2.2 *Level 1*

- (a) Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Characteristics

- (b) Employees at this level may include the Employee who has limited relevant experience. Initially, work is performed under close direction using established practices, procedures and instructions. Later work is likely to be performed under routine supervision with intermittent checking.
- (c) Such Employees perform routine clerical and office functions and are trained in and apply customer service requirements as required by the section/department. Where required the Employee exercises minimal judgement while performing routine functions requiring an understanding of clear procedures or guidelines. An Employee at this level may require basic manual skills and be able to apply basic communication and interpersonal skills in dealing with customers and other workers. All work performed by a Level 1 Employee consists of a limited range of tasks of very low variety and complexity.
- (d) Indicative typical duties and skills of this level may include:
- The ability to read and understand information sheets.
 - The ability to read and note testing equipment.
 - Perform all duties associated with mail sorting and distribution.
 - Perform basic office functions including filing, using photocopiers and other similar office equipment.
 - Keyboard and data entry skills.
 - Competent understanding of computer applications for the section/department.
 - Use wagering terminals.
 - Handle cash.
 - Maintenance activities.

5.2.3 *Level 2*

- (a) Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are indicated as follows:

Characteristics

- (b) Employees at this level perform work above and beyond the competencies of an Employee at Level 1. Such Employees perform tasks with general supervision exercising limited discretion within defined procedures. A Level 2 Employee is trained in, and applies, basic quality-service requirements including general inquiry assistance to the customer. An Employee at this level is required to co-ordinate and supervise work within a small team environment. The Level 2 Employee applies advanced interpersonal and communication skills at a higher level than Level 1 in dealing with customers and other workers.
- (c) Indicative typical duties and skills at this level may include:
- Competent use of software packages.
 - Operation and care of wagering terminals with the associated office equipment.
 - Perform log search analyses.
 - Reconcile office cash books.
 - Operate central switchboard and corporate filing system.

5.2.4 *Level 3*

- (a) Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Characteristics

- (b) Employees at this level perform work above and beyond the skills of an Employee at Level 2.
- (c) A Level 3 Employee supervises the work of others and has developed problem solving skills. The Employee at this level is responsible for quality control and the quality of customer services and may have developed

organising and planning skills. A Level 3 Employee performs work to a standard which requires only irregular checking. The Employee has a thorough knowledge of health and safety procedures relating to their area of responsibility. The Level 3 Employee has the ability to communicate effectively and may be required to provide on-the-job training.

(d) Indicative typical duties and skills at this level may include:

- A requirement to apply trade skills in the application of their work.
- Corporate ordering and stock control.
- Software compilation and construction.
- Advanced office duties including staff rostering, preparing reports and preparing operating plans and managing budgets.
- Manage a branch.
- Trouble shooting equipment failure.
- Conduct branch audits.
- Shorthand.

5.2.5 Level 4

(a) Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer are identified as follows:

Characteristics

(b) Employees at this level perform work above and beyond the skills of a Level 3 Employee.

(c) A Level 4 Employee co-ordinates work in complex team environment or works without general supervision. An Employee at this level has a high degree of independence in organising work and is able to apply a high level of organising and planning skills. The Level 4 Employee is accountable for revenue and expenses which are sustained at a level significantly higher than Level 3.

(d) Indicative typical duties and skills at this level may include:

- Assisting in the preparation of budgets.
- Expert use of corporate system.
- Establish and monitor internal controls.
- Manage major branches.
- Well developed problem solving skills which produce workable solutions.

5.2.6 Level 5

(a) Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Characteristics

(b) An Employee at this level performs work above and beyond the skills of a Level 4 Employee due to the Employee's specialised skill in a particular professional, technical or service field or, because of the level of responsibility and management, (eg administrative responsibilities, financial responsibilities or project co-ordination) held by the Employee, which is required to be used in the course of his/her duties.

(c) An Employee at this level is responsible and accountable for workplace output and therefore generally works without supervision. A Level 5 Employee understands the employer's entire operation. The Employee has well developed communication, problem solving and analytical skills. The Level 5 Employee co-ordinates the work of others in a team environment.

(d) Indicative typical duties and skills in this level may include:

- Co-ordinate construction programs.
- Document functional requirements for UNiTAB systems.
- Assess testing requirements.
- Use specialised electronic equipment.
- Manage critical operating, communications and business systems.

5.2.7 Level 6

- (a) Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Characteristics

- (b) An Employee at this level performs work above and beyond the skill of a Level 5 Employee. Such Employees will have worked or studied in a relevant field and will have achieved a standard of specialist knowledge and expertise to enable the Employee to independently advise on a range of activities associated with the employer's operation.
- (c) A Level 6 Employee is responsible and accountable for their work and responsible for the management and work output for their department. A Level 6 Employee may delegate responsibility for work under their control and supervision. An Employee at this level ensures all Employees within their department are correctly trained and that proper operational procedures are in place.
- (d) Indicative typical duties and skills at this level may include:
- Management of specialist work groups.
 - Investigation and analysis of critical organisational work practices and systems to ensure corporate strategies are achieved.
 - Management of specialist projects.
 - Development, implementation and maintenance of critical procedures, routines and systems.
 - Development of programmes to maintain specialist team skills.

5.2.8 *Customer contact definitions*

The definitions and provisions of clause 5.2.8 shall apply to all relevant UNiTAB Employees.

- (a) Customer contact Employees

Casual Employee shall be classified as either Category 1 or Category 2 Employees.

Category 1 Employees shall be defined as casual Customer Contact Clerks. These clerical positions include Telebet Operator, Raceday Control Clerks, and Branch Clerks.

Junior casual Customer Contact Clerks shall be those Employees under 19 years of age.

The rate of pay shall be 65% of the hourly rate for the casual Customer Contact Clerk as provided for in the Award.

Category 2 Employees shall be defined as all other casual clerks not defined as Category 1 Employees.

UNiTAB Classifications	Definition
Level 1	
Assistant Network Officer	Customer Contact
Casual Customer Contact Clerk (including Telebet Operator, Raceday Control Clerk and Branch Casuales)	Customer Contact
Maintenance Assistant	
Storeperson	
Assistant Service Support Officer	Customer Contact
Level 2	
C.I.C.	Customer Contact
Clerk/Typist	
Experienced Storeperson	
OST Assistant	
Receptionist/Switchboard Operator	
Records Clerk	
Technical Storeperson	Customer Contact
Level 3	
Administrative Assistant/Secretary	
Branch Manager (Regular)	Customer Contact
Building Services Technician	

UNliTAB Classifications	Definition
Co-ordinator Network Communications	Customer Contact
Field Auditor	
Finance Clerk	
Joiner	
Network Officer	Customer Contact
Service Support Officer	
Purchasing Officer	
Raceday Operator	Customer Contact
Senior Secretary	
Service Centre Officer	Customer Contact
Stores Supervisor	
Technician Grade 3	Customer Contact
Telebet Supervisor	Customer Contact
Level 4	
Branch Manager (Major)	Customer Contact
Senior Service Centre Officer	Customer Contact
Executive Assistant/Secretary	
Systems Librarian	
Technician Grade 4	Customer Contact
Level 5	
Construction Supervisor	
OST Officer	
Payroll Supervisor	
Raceday Controller	Customer Contact
Senior Network Officer	Customer Contact
Technician Grade 5	Customer Contact
Level 6	
Coordinator Help Desk	Customer Contact
Coordinator Network Resources	Customer Contact
Senior Raceday Controller	Customer Contact
Technical Officer	Customer Contact

5.3 Wages

5.3.1 Adult full-time Employees

The rates of pay for adult Employees per annum shall be as follows:

Classification Level	Award Rate Per Annum	
	\$	\$
Level 1	31,061.60	- 31,800
Level 2	31,800	- 36,524.20
Level 3	36,524.20	- 40,811.60
Level 4	40,811.60	- 43,120.40
Level 5	43,120.40	- 45,975.20
Level 6	45,975.20	- 51,367.60

5.3.2 Adult casual Employees - Category 1 and Category 2

- (a) The rates of pay for Category 1 (casual customer contact clerks, including telebet operators, raceday control clerks and branch clerks) Employees shall be as follows:

	Per Hour
	\$
Monday to Friday	20.6465
Saturdays	26.0965
Sundays	30.1465
Public holidays	35.6965

- (b) Category 2 Employees (defined as all other casual clerks not defined as category 1 Employees) shall be paid as follows (in addition to overtime rates as applicable):

	Per Hour \$
Level 1	19.0480
Level 2	19.4955
Level 3	22.2785

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

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

5.3.4 *Casual Clerks in Charge (CIC's)* - Casual Clerks in Charge shall be paid the relevant Category 1 or Category 2 rate as the case may be plus 10%.

5.3.5 *Juniors (other than junior casual Customer Contact Clerks)* - The minimum annual rates of wages payable to junior Employees within the southern Division (Eastern District) shall be as follows:

	Percentage of Minimum Adults Rate
	%
Under 16 years of age	45
16 and under 17 years of age	50
17 and under 18 years of age	55
18 and under 19 years of age	65
19 and under 20 years of age	75
20 and under 21 years of age	85
21 years of age and over	100

Junior rates shall be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple.

5.3.6 *Divisional and District Parities*

In addition to the rates of wages set out in this Award for the Southern Division, Eastern District, the following amounts shall be paid to Employees to whom this Agreement applies employed in the divisions and districts referred to hereunder:

	Adults 21 years of age and over per fortnight \$	Juniors under 21 years of age per fortnight \$
Northern Division, Eastern Districts	2.10	1.05
Northern Division, Western District	6.50	3.25
Mackay Division,	1.80	0.90
Southern Division, Western District	2.10	1.05

5.4 Allowances

5.4.1 *Higher duties*

An Employee who is called upon to perform for a period of 3 days or more, all or a substantial portion of the duties and responsibilities of an Employee of UNiTAB in a higher level, shall be paid at the minimum rate prescribed for such higher position and shall receive authorised overtime at the minimum rate prescribed for the higher level

5.4.2 *Availability allowance*

A Technician Grade 4 who is available to work on any day will be paid an allowance of \$15.00 per day for each day the

Employee is available to work. This allowance is in substitution of the vehicle and operation allowances previously prescribed in this Award. This allowance also contains a loading in lieu of 2 hours overtime per week.

5.4.3 *Meal allowance*

Any Employee called upon to work overtime for more than one hour after the ordinary ceasing time shall be paid an allowance for a meal equal to the current meal allowance fixed from time to time as a General Ruling by the Commission, or shall be supplied by UNiTAB with a reasonable meal in lieu of such payment, in respect of each meal break allowed during such overtime as provided for in clause 6.2.1(c).

5.4.4 *Vehicle allowance*

Any Employee authorised to use their own vehicle on UNiTAB's business, shall be paid for all actual kilometres travelled by the vehicle on UNiTAB's business a minimum allowance as follows:

Vehicle up to 1.5 litres	0.2745 per kilometre
Vehicle over 1.5 litres and up to 2.5 litres	0.2920 per kilometre
Vehicles over 2.5 litres	0.3350 per kilometre

Actual kilometres travelled by the vehicle shall mean and include authorised travel to and from the Employee's place of residence where applicable.

5.5 **Superannuation**

5.5.1 In addition to the rates of pay prescribed by this Award, UNiTAB shall contribute on behalf of each eligible Employee an amount equal to the amount of Occupational Superannuation determined by the Commission or Government Statute from time to time into the Occupational Superannuation Plan for UNiTAB in accordance with the conditions of that plan.

5.5.2 The employer and Employee may agree to have the Employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.

- (a) Any such agreement must be recorded in writing and signed by the employer and Employee and kept on the Employee's file.
- (b) A person must not coerce someone else to make an agreement.
- (c) Such agreement, where made, will continue until such time as the employer and Employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (time and wage records) of the Act.
- (d) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure in clause 3.1.

5.6 **Payment of wages**

5.6.1 *Full-time and part-time Employees*

Wages and salaries shall be paid fortnightly one week in arrears and one week in advance and by electronic funds transfer.

5.6.2 *Casual Employees*

Payment to casual Employees shall be weekly and may be by electronic funds transfer. Unless there is reasonable cause over which UNiTAB has no control, wages will be paid on the day after UNiTAB processes the casual payroll. Where a public holiday falls on a Friday, processing of wages will be brought forward so payment is made no later than Thursday.

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

6.1 **Hours of work**

6.1.1 *Hours of work - full-time Employees*

- (a) The 38 hour week will be an average of 38 hours per week to be worked on one of the following cycles:
 - (i) 38 hours within a work cycle not exceeding 7 consecutive days; or

- (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
 - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (b) The method of working the 38 hour week will follow one of these bases, clauses 6.1.1(b)(i), (ii) or (iii) most suitable to UNiTAB, after consultation with, and giving reasonable consideration to the wishes of the Employees concerned:
- (i) By Employees working less than 8 ordinary hours each day;
 - (ii) By Employees working less than 8 ordinary hours on one or more days during each work cycle;
 - (iii) By rostering Employees off on various days of the week during a particular work cycle.
- (c) This will provide for the working of the 38 hour week as follows:
- (i) 19 days of 8 hours per day or 20 days of 7.6 hours per day in a work cycle not exceeding 28 consecutive days; or
 - (ii) within a fixed roster of 152 hours over a period of 28 consecutive days.
- (d) The ordinary hours of work will be as follows:
- (i) for customer contact Employees between 8.00 a.m. to midnight Monday to Saturday inclusive; or
 - (ii) for network services Employees between 6.30 a.m. to midnight on consecutive days Monday to Saturday inclusive; or
 - (iii) except as specifically provided for in clauses 6.1.1(d)(i) and 6.1.1(d)(ii), ordinary hours of work for all other Employees will be between 6.30 a.m. and 6.30 p.m. Monday to Friday and where mutually agreed between 6.30 a.m. and 6.30 p.m. Saturdays. Ordinary hours worked by Employees excluding customer contact and Network Services Employees on a Saturday shall be paid for at the rate of time and one-half.
- Provided that, except where mutually agreed when the ordinary hours of duty include Saturday, such duties performed on that day shall be restricted to those carried out in the Employee's normal department.
- Provided further such spread of ordinary daily working hours may be altered as to all or a section of Employees provided there is agreement between UNiTAB and the majority of Employees involved.
- (e) The ordinary starting and finishing times of various groups of Employees or individual Employees may be staggered, provided that there is agreement between the employer and the majority of Employees in the section or sections involved.
- (f) Notwithstanding clause 6.1.1 the spread of ordinary working hours for Employees whose work is ancillary to the main business of UNiTAB may be the same spread applicable for Employees engaged in the main business of UNiTAB.
- (g) The ordinary hours of work prescribed herein shall not exceed 10 hours on any day:
- Provided that where the ordinary hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of UNiTAB and the majority of Employees in the section or sections concerned.
- (h) Where there is agreement between UNiTAB and the Employee, banked time may accumulate for authorised work performed where an officer:
- (i) has completed in excess of the ordinary daily hours but within the ordinary spread of hours;
 - (ii) has been recalled for duty, worked on public holidays on days substituted in lieu (excluding Labour Day), rest day, week-ends and concessional days.
- (i) Notwithstanding any other provisions in clause 6.1.1, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and Employee or the majority of Employees concerned, may

agree to accrue up to a maximum of 5 rostered days off. Where this agreement has been reached, the accrued rostered days off shall be taken within that work cycle and cannot accumulate and transfer to the next cycle.

(j) Rostered days off will only be approved subject to operational requirements. Where time banked/accrued at the end of the cycle or on termination or dismissal has not been taken, it shall be paid to the Employee at ordinary rates at the end of each work cycle or on termination or dismissal.

(k) The method of working the 38 hour week shall be recorded in writing.

6.2 Breaks

6.2.1 Meal breaks

(a) Full-time and part-time Employees shall be allowed an unpaid meal break each day of not less than 30 minutes and not more than one hour between the 1/3rd and 1/6th hour worked after starting work. If the meal break is not given the Employee shall be paid for half an hour's crib time in addition to payment for time worked.

(b) Where a casual is required to continue working for more than 5 hours continuously, the Employee shall be allowed a meal break of not less than half an hour or more than one hour between the 1/3rd and 1/5th hours worked or immediately after the 1/6th hour worked by agreement. Such meal break shall not be regarded as working time, if the meal break is not given the Employee shall be paid for half an hour's meal time in addition to the time worked and such extra payment shall be made at the hourly rate prevailing at the time the meal break ought to have been given.

(c) Any full-time or part-time Employee who is required to continue working for more than one hour after the ordinary ceasing time shall be allowed 30 minutes for a meal after the first hour worked (and 20 minutes after each further 4 hours worked):

Provided in each case work is to continue thereafter. No deduction of pay shall be made for such meal breaks.

6.2.2 Rest pauses

(a) Full-time and part-time Employees - A rest pause of 10 minutes' duration in the first half of their working day in the employer's time shall be allowed for each Employee. Rest pauses shall be taken at times to suit the convenience of UNiTAB and so as not to interfere with the continuity of work where continuity in the opinion of UNiTAB is necessary.

(b) Casual Employees - Where the engagement extends beyond 2 hours, the casual shall be allowed a rest pause of 10 minutes after 2 hours and such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.

6.3 Overtime

6.3.1 Any time worked before the ordinary starting or ceasing times on any one day or in excess of 152 hours in a 4 week period shall be deemed to be overtime.

6.3.2 All overtime except as hereinafter provided shall be paid for at one and a-half times the ordinary rate for the first 3 hours and double time thereafter. Each day is to stand alone in calculating for the purpose of clause 6.3.

6.3.3 Overtime worked by shift workers shall be paid for at the rate of double time.

6.3.4 An Employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day, so that there has not been at least 10 consecutive hours off duty for the Employee between those times, shall, subject to clause 6.3.4, be released after completion of such overtime until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absences. If, on the instruction of the employer, such Employee resumes or continues work without having had such 10 consecutive hours off duty, the Employee shall be paid double ordinary time until released from duty for such period, and shall then be entitled to be absent until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. Further, clause 6.3.4 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:

(a) for the purpose of changing shift rosters; or

(b) where a shift worker does not report for duty.

- 6.3.5 Employees shall work reasonable overtime whenever necessary in the opinion of the employer. However, 24 hours' notice shall be given where practicable.
- 6.3.6 All work done on Sundays shall be paid for at the rate of double time.
- 6.3.7 All time worked by Technicians, the Systems Librarian and Communications Co-ordinator outside or in excess of the ordinary hours prescribed in clause 6.1, shall be deemed overtime.
- (a) Subject to prior approval of the employer, an Employee who so requests may be allowed time off duty in lieu of the overtime payment pursuant to clause 6.3.7 subject to the following conditions:
 - (b) The time allowed off-duty shall be computed at the value of the appropriate penalty rate applicable to the overtime worked; and
 - (c) No Employee shall be allowed to accumulate more than 5 working days' credit at any time.
 - (d) All approved accumulated time must be taken within 6 months of such accrual or forfeited and paid for.
- 6.3.8 *Call back*
- (a) An Employee recalled to work overtime after leaving the premises of UNiTAB (where notified before or after leaving the premises), shall be paid for a minimum of 4 hours' work at the appropriate rate for each time the Employee is so recalled, provided that except in the case of unforeseen circumstances arising, the Employee shall not be required to work the full 4 hours, if the work to be performed is completed within a shorter period.
 - (b) In the event of cancellation or postponement of such recall when an Employee reports for duty the Employee shall be paid the above minimum of 4 hours for each time so recalled.
 - (c) Clause 6.3.8 shall not apply in cases where the overtime is continuous (subject to a meal break) with the completion or commencement of ordinary shift time.
 - (d) No Employee shall work overtime unless instructed to do so by the Employee's immediate supervisor.

6.4 Shift work

Shift work may only be worked by Employees where agreement has been reached between UNiTAB and the relevant Union. Afternoon or Night Shift workers as defined in clause 1.7 (Definitions) shall be paid a shift allowance of 15% of their ordinary rate in addition to their ordinary rate.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

- 7.1.1 Except as otherwise provided, every Employee (other than a casual Employee) shall at the end of each year of employment be entitled to annual leave on full pay of 4 weeks.
- 7.1.2 An annual leave of 5 weeks shall be allowed in the case of Electronic Maintenance Technicians, Senior Race Day Controllers, Race Day Controllers, Assistant Network Officers, Network Officers, Senior Network Officers, Raceday Operators, Co-ordinators - Help Desk and Co-ordinators - Network Services, Assistant Service Support Officers and Service Support Officers.
- 7.1.3 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.10) shall be paid for by the employer in advance.
- 7.1.4 In the case of any and every Employee in receipt immediately prior to going on annual leave of ordinary pay at a rate in excess of the ordinary rate payable, such Employee shall be paid for the annual leave at that excess rate. In every other case, Employees shall be paid at the ordinary rate prescribed by this Award.
- 7.1.5 If the employment of any Employee is terminated at the expiration of a full year of employment, UNiTAB shall be deemed to have given the leave to the Employee from the date of the termination of the employment and shall forthwith pay to the Employee in addition to all other amounts due, payment calculated in accordance with clause 7.1.10, for 4 weeks or 5 weeks, as the case may be, and also ordinary pay for any public holidays occurring during such period of 4 or 5 weeks.
- 7.1.6 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 the Employee's ordinary pay for the period of employment calculated in accordance with clause 7.1.10 (or 1/10th of such pay in the case of Employees who receive 5 weeks' annual leave).

7.1.7 Reasonable notice of not less than 2 weeks after submitting a leave application form shall be given by the Employee, provided that where an Employee requests leave inside of 2 weeks of the commencement of such leave, such period shall not apply.

7.1.8 At least 14 days' notice of the commencement of annual leave shall be given to the Employee by UNiTAB where UNiTAB and the Employee cannot agree as to when the Employee is to take leave.

7.1.9 Except as hereinbefore provided, it shall not be lawful for the employer to give or for any Employee to receive, payment in lieu of annual leave.

7.1.10 *Calculation of annual leave pay* - In respect to annual leave entitlements, annual leave pay (including any proportionate payments) shall be calculated as follows:

(a) Shift workers - Subject to clause 7.1.10(c) the rate of wages to be paid to a shift worker shall be at the rate payable for work in ordinary time according to the Employee's roster or projected roster, including Saturday, Sunday or holiday shifts.

(b) All Employees - Subject to clause 7.1.10(c), in no case shall the payment by UNiTAB to an Employee be less than the sum of the following amounts:

(i) the Employee's ordinary wage rate as prescribed by the Award for the period of the annual leave excluding shift premiums and week-end penalty rates); plus

(ii) a further amount calculated at the rate of 17.5% of the amounts referred to in clause 7.1.10(b)(i).

(c) Clause 7.1.10(b)(ii) shall not apply to:

(i) any period or periods of annual leave exceeding:

- 5 weeks in the case of Employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or

- 4 weeks in any other case.

(ii) Employees of UNiTAB who are receiving an annual leave bonus, loading or other annual leave payment which is not less favourable to the Employees.

7.2 Sick leave

7.2.1 Entitlement

(a) Where Employees work more than 8 ordinary hours per day they shall be entitled to 64 ordinary hours of sick leave for each completed year of employment. This entitlement will accrue at the rate of one day's sick leave after each 6 weeks of employment.

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

(c) This entitlement will accrue at the rate of 7.6 hours' sick leave after each 6 weeks of employment.

(d) Payment for sick leave will be made based on the ordinary number of hours which would have been worked if the Employee were not absent on sick leave.

(e) Sick Leave may be taken for part of a day.

(f) 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.

(g) Part-time Employees accrue sick leave on a proportional basis.

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; or
- (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.

7.3 Bereavement leave

7.3.1 *Full-time and part-time Employees*

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

7.3.2 *Long-term casual Employees*

- (a) A long-term casual Employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual Employee" is a casual Employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the Employee seeks to access an entitlement under clause 7.3.2.

7.3.3 "Immediate family" includes:

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

7.3.4 *Unpaid leave*

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

7.4 Family leave

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

7.4.1 It is to be noted that:

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

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

- (a) Maternity leave
- (b) Parental leave
- (c) Adoption leave
- (d) Special responsibility leave for the care and support of the Employee's immediate family or household.

7.5 Long service leave

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

7.6 Public holidays

7.6.1 All work done by any Employee on:

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

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

7.6.2 Labour Day

All Employees 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 the rate of time and a-half with a minimum of 4 hours.

7.6.3 Annual show

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

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

7.6.4 Double time and a-half

For the purposes of clause 7.6, where the rate of wages is a weekly rate, "double time and a-half" means one and one half day's wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day:

Provided that where a fortnightly Employee is not required to work on a public holiday, such Employee shall be paid for such holiday for the ordinary hours which would normally have been worked on such day if that day had not been a holiday.

Further, all time worked on any of the holidays mentioned above outside starting and ceasing times prescribed by this Award for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by this Award for such time when worked outside the ordinary starting and ceasing times on an ordinary day.

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

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

- (a) A full-time Employee is entitled to either payment for each public holidays or a substituted day's leave.
- (b) A part-time Employee is entitled to either payment for each public holiday or a substituted day's leave provided that the part-time Employee would have been ordinarily rostered to work on that day had it not been a public holiday.
- (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all Employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (d) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an Employee required to work on Christmas Day (i.e. 25 December) is to be paid at the rate of double time.
- (e) Nothing in clause 7.6.5 confers a right to any Employee to payment for a public holiday as well as a substituted day in lieu.

7.7 Jury service

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

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

8.1 Travelling time

- 8.1.1 All time spent by an Employee in travelling at the direction of the employer during ordinary working hours shall be paid for at ordinary time rates of pay.
- 8.1.2 An Employee directed to perform work at a location different from the usual workplace or territory shall be entitled to claim ordinary time payment for time spent in travelling outside normal rostered hours of work.
- 8.1.3 All time spent by an Employee in travelling at the direction of the employer on Sundays and public holidays shall be paid at the appropriate penalty rate:

Provided that the Employee shall be reimbursed by the employer for all fares and reasonable expenses, including meal and accommodation expenses, incurred in such travel:

Provided further that clause 8.1.3 shall not apply where an Employee, for personal reasons, elects to travel on week-ends, public holidays or rostered days off.

8.2 Conveyances

When an Employee is required to commence or cease duty at a time when the Employee's usual means of transport is not available, UNiTAB shall pay any reasonable additional amount incurred by that Employee in travelling to or from the Employee's home or lodgings.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

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

- (a) developing a more highly skilled and flexible workforce;
- (b) providing Employees with career opportunities facilitated through appropriate training to acquire additional skills to be utilised in the enterprise.

9.1.2 Following consultation with the members concerned, UNiTAB will develop a training programme consistent with:

- (a) the current and future skill needs of the enterprise;
- (b) the size, structure and nature of the operations of the enterprise;
- (c) the need to develop vocational skills relevant to the enterprise through internal courses or courses conducted by accredited educational institutions and providers.

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

10.1 Uniforms

10.1.1 If UNiTAB directs an Employee to wear a special uniform, such uniform shall be supplied to the Employee or Employees concerned by UNiTAB. Employees will be required to change into or out of such uniforms in their own time, and launder and maintain such uniforms.

10.1.2 Such special uniforms will be replaced by UNiTAB on a condemnation basis.

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 relevant Union.

11.1.2 Entry procedure

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

11.1.3 *Inspection of records*

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

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

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

11.2.2 The time and wages record must also contain:

- (a) the Employee's full name and address;
- (b) the Employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the Employee;

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Union encouragement

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an Employee to join and maintain financial membership of a Union.

11.3.1 Documentation to be provided by employer

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

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

11.3.2 Union delegates

Union delegates and job representatives have a role to play within a workplace. UNiTAB will advise designated Union delegates of the engagement of new Employees to fill Award positions, within one week of their commencement. The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.3.4 Deduction of union fees

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

11.4 Award posting

A copy of this Award shall be exhibited at Head Office and each Branch Office of UNiTAB where Employees can easily read it.

Dated 22 April 2003.

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

Operative Date: 23 June 2003