

CITATION: *Veterinary Practice Employees' Award - State*
Reprint of Award - 10 December 2009
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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

VETERINARY PRACTICE EMPLOYEES' AWARD - STATE

Pursuant to s. 698 of the *Industrial Relations Act 1999*, the *Veterinary Practice Employees' Award - State* 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 *Veterinary Practice Employees' Award - State* as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill
Industrial Registrar

VETERINARY PRACTICE EMPLOYEES' AWARD - STATE

PART 1 - APPLICATION AND OPERATION

1.1 Title

This award is known as the *Veterinary Practice Employees' Award - State*.

1.2 Arrangement

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Appendix 1 - Classification structure

1.3 Commencement date and period of operation

This Award shall take effect and have the force of law throughout the State of Queensland as from 1 January 2003.

This Commission orders that any of the parties are to be at liberty to apply to this Commission as they may be advised.

1.4 Coverage

1.4.1 This Award shall apply to all employees of Veterinary Practices (including Veterinary Rooms, Surgeries, Clinics, Hospitals and Centres other than those specifically excluded by 1.4.3), who are engaged partly or wholly in Animal Husbandry and/or Animal Health and/or Animal Welfare and/or Artificial Insemination of Stock.

1.4.2 (a) As an alternative to being paid under all of the provisions contained in this award a full-time employee who is remunerated at the rate equal to or greater than 25% above their classification wage rate may agree in

writing to be exempt from Part 6 of this Award, subject to the total hours worked not exceeding 2312 per annum.

(b) Part-time Employees may enter into an agreement as set out in 1.4.2(a) that shall be recorded in writing. Such agreement will contain a rate of pay that will be no less favourable than provisions set out in Part 6 of this award and the employee shall not be disadvantaged by the agreement.

1.4.3 This Award will have no application to employees of the Crown, Registered Veterinary Surgeons and Veterinary Students, or any employee coming within the coverage of another award made by the Queensland Industrial Relations Commission.

1.5 Definitions

1.5.1 The "Act" shall be taken to mean the *Industrial Relations Act 1999* as amended or replaced from time to time.

1.5.2 "Afternoon Shift" means any shift finishing after 8.00pm and at or before midnight or where the majority of hours fall between those hours.

1.5.3 "Casual Employee" for the purpose of this Award shall mean an employee, other than a full-time or Part-time Employee who is engaged by the hour and who works on average less than 38 hours in any one week.

1.5.4 The "Commission" means the Queensland Industrial Relations Commission.

1.5.5 "Continuous Shift Work" shall mean work regularly rotated in accordance with a roster which prescribes two or more shifts (day, afternoon or night) per day, covering a 24 hour per day operation over seven days of the week.

1.5.6 "Junior Employee" is an employee that is under the age of 20 years and does not possess a relevant AQF2 or above qualification.

1.5.7 "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00am or where the majority of hours fall between those hours.

1.5.8 "On-call" shall mean a written instruction to an employee to remain at the employee's residence or to otherwise be immediately contactable by telephone or paging system outside the employee's normal hours of duty in case of a call-out requiring an immediate return to duty.

1.5.9 "Part-time Employee" is a person who is employed on a regular basis for less than 38 hours per week.

1.5.10 "Registered Veterinary Nurse Trainee under a Veterinary Nurse Traineeship" is an unqualified person who has commenced formal training in the Veterinary Nurse Training Package through a Registered Training Provider or any other training as is required by the parties to this Award and is registered in accordance with the *Training and Employment Act 2000*.

1.5.11 "Shift Work" shall mean work regularly rotated in accordance with a roster which prescribes two or more shifts (day, afternoon or night) per day, but does not cover a 24 hour per day operation over seven days of the week.

1.5.12 "Split Shifts", is where an employee other than a casual is required to work their ordinary hours in any one day Monday to Saturday inclusive in two parts:

Provided that in no case shall the spread of ordinary hours for an employee exceed 13 hours per day excluding meal breaks or as otherwise agreed between the employer and the employee.

1.5.13 "Union" means The Australian Workers' Union of Employees, Queensland.

1.5.14 "Veterinary Nurse" shall mean an employee who would normally possess the competencies of a relevant AQF4 qualification issued by a recognised training provider. (See Classification Level 4 for full details of this definition).

1.5.15 "Veterinary Nurse Assistant", is an unqualified person other than a Veterinary Surgeon, Nurse or Trainee working in or from a premise at which a qualified veterinarian is practicing.

1.5.16 "Veterinary Nurse Trainee" is an unqualified person, not undertaking a registered traineeship, who has commenced formal training in the Veterinary Nurse Training Package through a Registered Training Provider or any other training as is required by the parties to this Award:

Provided that in no case shall the spread of ordinary hours for an employee exceed 13 hours per day excluding meal breaks or as otherwise agreed between the employer and the employee.

1.6 Parties bound

This Award is legally binding upon the employees as prescribed in clause 1.4 and their employers, The Veterinary Nurses Council of Australia (Queensland Division), Australian Veterinary Association (Queensland Division) and The Australian Workers' Union of Employees, Queensland and its members.

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 an 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 terms of this Award may provide an appropriate mechanism for consideration of matters relevant to clause 2.1. 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 any enterprise is contingent upon the agreement being submitted to the Industrial Relations Commission in accordance with the requirements of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedure

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

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

3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

4.1 Contract of employment

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

Employment categories are:

- (a) full-time;
- (b) part-time (as defined); or
- (c) casual (as defined).

4.2 Flexibility of work and incidental and peripheral work

4.2.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training consistent with the classification structure of this Award provided that such duties are not designed to promote deskilling.

4.2.2 Any employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

4.2.3 Any direction issued by an employer pursuant to clause 4.1.1 and clause 4.2.1 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.3 Part-time employees

4.3.1 An employee may be employed on a part-time basis in any classification in this Award in accordance with the following provisions:

- (a) Part-time Employees shall be paid at the hourly rate prescribed for the relevant level of work being performed with a minimum engagement of two hours on each occasion.
- (b) The provisions of this Award in respect of Annual Leave, Sick Leave and Long Service Leave shall apply on a *pro rata* basis to all Part-time Employees.
- (c) All other provisions of this Award not expressly amended by this clause shall have application to Part-time Employees.

4.4 Casual employees

Casual Employees shall be paid 1/38th of the relevant classified weekly wage as an hourly rate set out in Part 5 plus a casual loading of 23% of the appropriate rate for the ordinary hours prescribed in clause 6.1. All work performed outside the ordinary hours prescribed shall be paid at the rate of 1/38th of the relevant classified weekly wage set out in Part 5 plus a 73% loading of the ordinary rate of pay as set out in Part 5.

4.5 Junior employees

Junior Employees will be paid the following percentage of the Level 1 wage rate:

	%
16 years of age and under 17 years of age	50
17 years of age and under 18 years of age	60
18 years of age and under 19 years of age	75
19 years of age and under 20 years of age	90

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.

4.6 Anti-discrimination

- 4.6.1 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 the above attributes;
 - (b) sexual harassment; and
 - (c) racial and religious vilification.
- 4.6.2 Accordingly in fulfilling their obligations under the grievance and disputes 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.
- 4.6.3 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.
- 4.6.4 Nothing in clause 4.9 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*; or
 - (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.

4.7 Termination of employment

4.7.1 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.

4.7.2 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 two 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.

4.7.3 Notice of termination by employee

The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. 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 amount the employee would have received under clause 4.7.2.

4.7.4 *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.

4.8 Introduction of changes

4.8.1 *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.

4.8.2 *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 alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.8.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.9 Redundancy

4.9.1 *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 4.9.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects 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.

4.9.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.9.1 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 4.7.
- (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.

4.9.3 *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 (transmitter) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmitter 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 transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.9.3 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.

4.9.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.9.1, 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.

4.9.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.9.1, 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.

4.9.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.7.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.9.1(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.

4.9.7 *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.

4.9.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.9.1(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.

4.9.9 *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.

4.9.10 *Employees with less than one year's service*

Clause 4.9 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.

4.9.11 *Employees exempted*

Clause 4.9 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.

4.9.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.9 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.

4.9.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.9.6 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 4.9.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.9.14 *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.

4.10 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.

4.11 Probation

A probation period applies to all full-time and Part-time Employees for the first 3 months of their employment. The employee will be reviewed on a regular basis being at least monthly. The employee's continued employment with the employer is subject to a satisfactory review of conduct, capacity and performance during and at the end of the probation period. During the probation period either the employee or employer may terminate employment at any time with one week's notice or payment in lieu thereof:

Provided that where the employer deems the employee's performance as unsatisfactory the probation may extend by a further period not exceeding one month.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Wage rates

5.1.1 *Queensland minimum wage*

No employee shall be paid less than the Queensland Minimum Wage.

5.1.2 *Amount of Queensland adult minimum wage*

The minimum wage for full-time adult employees is \$431.40 per week.

Adults employed under the Supported Wage Award - State shall continue to be entitled to receive the wage rate determined under that Award:

Provided that such employees shall not be paid less than the amount determined by applying the percentage in the Supported Wage Award - State applicable to the employee concerned to the amount of the minimum wage specified in clause 5.2.

Adults employed as Part-time or Casual Employees shall continue to be entitled to receive the wage rate determined under the casual and part-time clauses of this Award:

Provided that such employees shall not be paid less than *pro rata* the minimum wage specified in clause 5.2 according to the number of hours worked.

5.1.3 *How the Queensland minimum wage applies to juniors*

Juniors will be paid at the percentage rate contained in clause 4.5 of the Queensland minimum wage rate or Level 1 in clause 5.2 whichever is greater.

This clause has no application to employees undertaking a State Training Wage Award Traineeship, an Australian Traineeship, a Career Start Traineeship, a Jobskills placement, a trainee covered by any Order of the Commission made under the *Vocational Education, Training and Employment Act 1991* (or successor legislation) or an apprenticeship whether covered by an award, industrial agreement, certified instrument, currently operating enterprise flexibility agreement, Queensland Workplace Agreement, or Order of the Commission.

Leave reserved for special categories.

5.1.4 The Queensland minimum wage:

- (i) applies to all work in ordinary hours;
- (ii) applies to the calculation of overtime and all other penalty rates, superannuation, payments during sick leave, long service leave and annual leave, and for all other purposes of this Award;
- (iii) and is inclusive of the arbitrated State Wage Case Adjustment provided by the Declaration of General Ruling operative from 1 September 2002 and all previous Safety Net and State Wage Adjustments.

5.2 Wages

5.2.1 The minimum rates of wages payable to the following classes of employees found as set out in Appendix 1 in Southern Division Eastern District shall be as follows:

Classification	Adult Rate Per Week
	\$
Introductory (Less than 3 months)	568.20
Level 1	575.46
Level 2	601.11
Level 3	626.76
Level 4	667.80

5.2.2 For correlation between new and existing qualifications please refer to clause 9.3.

5.3 Savings

An employee who, prior to the commencement of the Award, was in receipt of wages superior in any respect to the wages prescribed by this Award, shall not have their wages reduced by virtue of the Award coming into force. No employee shall suffer a reduction in their overall employment conditions through the coming into force of this Award.

NOTE: 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.

5.4 Payment of wages

In all cases where mutually agreed upon between the employer and the employee, wages shall be paid on the recognised pay day either weekly, fortnightly or monthly by cash, cheque or Electronic Funds Transfer (EFT) directly into the employee's account in any financial institution nominated by the employee, which has that facility at no cost to the employee:

Provided that the employer shall be prepared to make some mutually acceptable alternative arrangement for any employee normally paid by EFT if that employee suffers any hardship through that method of payment as a result of changed circumstances, such as a transfer to a new work location:

Provided further where EFT is used, an employee's wages must be available to the employee prior to normal ceasing time on their recognised pay day.

5.5 Allowances

- 5.5.1 Employees who are required by the employer to wear a uniform and launder their uniforms shall be paid \$2.64 Laundry Allowance per week. *Pro rata* conditions will apply to Part-time and Casual Employees.
- 5.5.2 Employees engaged in the cleaning out of kennels and animal enclosures shall be supplied appropriate protective clothing and footwear by the employer.
- 5.5.3 Employees who at the request of their employer are required to use their own vehicle, to perform errands and/or deliveries and/or collections shall receive the Australian Tax Office Rate per kilometre. Alternatively where an employee elects to claim motor vehicle expenses in their annual taxation return then no mileage will be paid by the employer.

5.5.4 *Divisional and district allowances*

Employees in the Mackay Division shall be paid 90c per week and in the Eastern District of the Northern Division, shall be paid \$1.05 per week in addition to the rates above prescribed.

Employees in the Western District of the Southern Division, shall be paid \$1.05 per week in addition to the rates prescribed for the Eastern District.

Employees in the Western District of the Northern Division, shall be paid \$2.20 per week in addition to the rates prescribed for the Eastern District.

5.5.5 *Split shift*

Employees who are required to work Split Shifts will be paid \$1.95 per day in addition to their ordinary rate.

5.5.6 *On-call*

Employees rostered to be On-call shall receive an additional amount as follows:

- (a) \$15.19 for each 24 hour period or part thereof when the On-call period is between rostered shifts of ordinary hours Monday to Friday inclusive.
- (b) \$22.81 for each 24 hour period or part thereof when the On-call period is on a Saturday.
- (c) \$26.60 for each 24 hour period or part thereof when the On-call period is on a Sunday, public holiday or a day when the employee is rostered off duty

5.6 Superannuation

5.6.1 *Application*

In addition to the rates of pay prescribed by this Award, eligible employees, as defined in clause 5.6.3(a), shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.6.

5.6.2 *Contributions*

- (a) 9% on behalf of each eligible employee.

5.6.3 *Definitions*

- (a) "Eligible employee" means any employee who earns no less than \$450.00 per month.
- (b) "Fund" means a superannuation fund as defined in the *Occupational Superannuation Standards Act 1987* and satisfying the superannuation fund conditions in relation to a year of income, as specified in that Act and complying with the operating standards as prescribed by Regulations made under that Act. In the case of a newly established Fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- (c) "Ordinary time earnings" means the actual ordinary rate of pay the employee receives for ordinary hours of work including shift loading and leading hand, in-charge or supervisory allowances where applicable. The term includes any overaward 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 penalty rates for weekend work, fares and travelling time allowances or any other extraneous payments of a like nature.

5.7 Transitional arrangements

5.7.1 Classification level

The employer shall ensure that all existing and new employees are assessed and assigned the appropriate classification level in accordance with the classification criteria specified in the Award.

5.7.2 Rates of pay

- (a) The actual award rate of pay to be assigned initially to employees who commence their employment prior to the date of variation within the appropriate classification level shall be determined having regard to the relevant rates of pay contained in this Award and application of the provisions hereunder.
- (b) Subject to 5.7.2(d) where an employee's existing salary is less than the rate applicable to the correctly assessed and determined classification level the employee shall be assigned the correct level of the classification and paid the rate of pay accordingly.
- (c) Where an employee is in receipt of an existing salary that is in excess of the rates of pay provided for the correct classification level, that employee shall not suffer a reduction of salary and the current wage rate being, maintained as an all purpose rate, but shall be absorbed into future wage increases
- (d) The Award has been varied to include a career path classification structure that will provide employees with an increase in wages, subject to qualifications, by up to 18%. In order to minimise the cost impost on employers operating under this Award, the parties have agreed, where applicable, to phase in any such increase in three equal instalments:
 - (i) one third increase from operative date of award variation (*viz* 1 January 2003);
 - (ii) a further one-third increase 9 months after operative date of variation (*viz* 1 September 2003);
 - (iii) a further one-third increase 18 months after operative date of variation (*viz* 1 June 2004).

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

6.1 Hours of work

6.1.1 38 hours per week, to be worked on one of the following bases:

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

6.1.2 The ordinary hours of work shall be performed in the daily spread of hours between 7.00 a.m and 8.00 p.m. Monday to Friday, and on Saturday between 7.00 a.m. and 2.00 p.m. with a maximum of 6 ordinary hours to be worked on that day. Where there is agreement between the employer and employee/s the ordinary spread of hours may be varied.

6.1.3 Up to 10 ordinary hours may be worked on any one day by agreement between the employer and employee.

6.1.4 The ordinary starting, and finishing times of an employee or employees may be staggered, provided that there is agreement between the employer and the employee/s directly affected, or where there is no agreement, upon the employer giving 12 hours notice of any such change.

6.2 Implementation of a 38 hour week

6.2.1 Subject to the provisions of clause 6.2, the ordinary hours of work may exceed 8 on any day, thus enabling more than one workday to be taken off during a particular work cycle.

6.2.2 Notwithstanding any other provision in clause 6.2, where the arrangement of ordinary hours of work provides for an accrued day off (ADO), up to 5 ADOs per year may be banked. The ADOs so banked shall be taken at a time mutually agreed but at all times they shall be taken within 12 months of such ADOs having accrued:

Provided that by agreement between the employer and employee they can be taken in conjunction with the employee's annual leave.

6.2.3 ADOs held in credit at the date of any termination of the employee shall be paid in full as wages.

- 6.2.4 Where practicable, an ADO shall either be banked or otherwise arranged so as not to fall on days on which an employee is required to attend training.
- 6.2.5 Where such ADOs fall on a public holiday, the following day may be taken where practicable in lieu thereof or the employee and the employer may agree to an alternative day off duty.
- 6.2.6 Each day of paid leave taken (not including Annual Leave, Long Service Leave) and any public holiday occurring during that cycle of 4 weeks shall be regarded as a day worked for accrual purposes.

6.3 Rest pauses

- 6.3.1 All employees shall receive, where practicable, a rest pause of 10 minutes duration in the employer's time after 4 hours work. Where the employee has performed 7.6 hours per day such employee will be entitled to two 10 minutes rest pauses. Such rest pauses shall be taken at such times so as not to interfere with continuity of work where continuity is necessary. Where there is agreement rest pauses can be combined into one 20 minute rest pause that will be taken at a time that will not interfere with the continuity of work.

6.4 Meal breaks

- 6.4.1 Except for shift workers, every employee covered by this Award shall be entitled to a meal break of not less than 30 minutes nor more than one hour, which shall be taken between the 4th and 6th hour after commencing duties. Such break shall be in the employee's time:

Provided that no employee is to work more than 6 hours consecutively.

- 6.4.2 Unless otherwise agreed, all work performed during any recognised meal period shall be paid for at the rate of double time, such payment to continue until a meal period of the prescribed duration has commenced
- 6.4.3 Any employee who is required to work for more than 2 hours after the employee's ordinary ceasing time on any day shall be allowed in the employer's time, 30 minutes for a meal that shall be taken at a mutually convenient time and will not compromise operational requirements. At such times the employee shall be supplied with a meal by the employer or shall be paid \$9.60 in lieu thereof.
- 6.4.4 Where an employee has provided themselves with a meal because of previous notice of being required to work over-time, and owing to the work not being available such meal is not required, the employee shall be paid the sum of \$9.60 for each meal so provided and not required.
- 6.4.5 Any employee required to work a further 4 hours overtime after such meal break shall be allowed in the employer's time, 45 minutes for a meal on the expiration of such further 4 hours.

6.5 Overtime (excluding casuals)

- 6.5.1 All full-time and Part-time Employees will be entitled to overtime in the following circumstances:

(a) all authorised time worked in excess of the ordinary hours Monday to Friday inclusive shall be deemed overtime, and paid for at the rate of time and a-half for the first 3 hours, and double-time thereafter.

(b) any authorised hours worked in excess of the ordinary hours on Saturday will be deemed to be overtime and shall be paid for at the rate of time and a-half.

(c) all authorised time worked on Sundays by employees shall be paid for at time and three-quarters.

- 6.5.2 Any employee who has worked 3 Split Shifts or more in any one week shall be paid time and a-half for any ordinary hours of work performed on the Saturday of that week.

- 6.5.3 Subject to mutual agreement in writing between the employer and the employee, an employee may be compensated for working overtime in lieu of payment by being allowed time off, taken at the rate of time worked for time taken:

Provided that an employee shall be required to clear accumulated time off in lieu (TOIL) within 3 months of the overtime being performed. In the event that the employer is unable to release the employee from duties to take such time off, or on termination by either party, then all unused TOIL will be paid out at the appropriate overtime rate.

- 6.5.4 Where an employee is recalled to work after ceasing duties for the day such employee will be entitled to the applicable overtime rate with a minimum payment of 2 hours.

6.6 Shift work

6.6.1 The ordinary working hours of shift workers shall not exceed an average of 38 per week, in a 7 day work cycle or as negotiated in writing between the employee and the employer.

6.6.2 The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees at least 7 days before the commencement of the day on which the roster commences; provided however, that a roster may be altered at any time to enable the service of the organisation to be carried on in an emergency or when another employee is absent from duty.

6.6.3 *Shift penalty*

In addition to ordinary rates, afternoon and Night Shift workers who are working rostered shifts will be paid a shift penalty. The shift penalty will be as follows:

- (a) afternoon Shift - 12.5%;
- (b) night Shift - 15%.

This extra shift penalty shall not apply to Shift Work performed on Saturday and Sunday where weekend penalties apply, or on public holidays.

6.6.4 Shift workers shall be allowed 30 minutes for a shift break during each full shift to be taken by the employee at such time and in such manner as will not interfere with continuity of work where continuity is necessary. No deduction shall be made from the wages of an employee for a meal break.

6.6.5 If a holiday mentioned in clause 7.7.1 falls on a day on which a shift worker is rostered off, an extra day shall be added to annual leave.

6.7 Early or late work penalty (excluding casuals)

Where an employee has worked less than the maximum ordinary hours per day and is required to work beyond the ordinary spread of hours, the employee will be paid 20% in addition to their ordinary rate for all such hours worked to be capped at three hours per day.

This extra early or late work penalty shall not apply to work performed on Saturday, Sunday or Public Holidays where extra payments apply for such work.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual Leave

7.1.1 Every employee (other than a Casual Employee) covered by this Award shall, at the end of each year of the employee's employment, be entitled to an annual leave on full pay of 4 weeks.

7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and shall be paid by the employer in advance.

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 holiday 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 to the employee, their pay calculated in accordance with clause 7.1.6 for 4 weeks and also their ordinary pay for any public holidays 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 to the employee, an amount of 1/12th of their pay for the period of the employee's employment calculated in accordance with clause 5.2.

7.1.5 Calculation of annual leave pay - annual leave pay (including any proportionate payments) shall be calculated as follows:

- (a) Leading Hands - Subject to clause 7.1.5(b), Supervisory allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (b) All employees - Subject to the clause 7.1.5(b)(iii), 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 by clause 5.2 of this Award for the period of the annual leave;

(ii) supervisory allowances or amounts of a like nature;

(iii) a further amount calculated at the rate of 17 1/2% of the amounts referred to in clauses 7.1.5(b)(i) and (ii).

7.1.6 Clause 7.1.5(a) shall not apply to the following:

(a) any period or periods of annual leave exceeding 4 weeks.

(b) employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading, or other annual leave payment which is not less favourable to employees,

7.1.7 Unless otherwise agreed and recorded in writing, all employees must take leave no later than 6 months after it becomes due.

7.1.8 Annual leave must be taken at a time mutually agreed upon. Where there is no agreement the employer has the right to give 14 days notice to the employee and the employee must take the leave at the end of the notice period

7.1.9 Except as hereinbefore provided it shall not be lawful for any employer to give or for any employee to accept payment in lieu of annual leave.

7.2 Sick leave

7.2.1 Entitlement

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

(b) This entitlement will accrue at the rate of 7.6 hours sick leave after each six weeks of employment.

(c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked by the employee if they 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 thirteen weeks' absence from work through illness in any one year.

(f) 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 their employer of their absence and its expected duration.

7.2.3 Evidence supporting a claim

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

Provided that it shall not be necessary for an employee to produce such a certificate if their absence from work on account of illness does not exceed 2 days. However in the event that an employee has more than 2 single days absent in any calendar year, the employer has the right to request a medical certificate from the employee.

The employee, whilst absent from the workplace due to illness or injury, will at all times keep the employer notified of any extension or variation of sick leave.

7.2.4 Accumulated sick leave

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

(i) The employee is absent from work on unpaid leave granted by the employer;

(ii) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months; or

(iii) 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.

Employees accumulate sick leave entitlements whilst they are absent from work on paid leave granted by their 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 Absenteeism control measures

- 7.3.1 Sick leave is unlike annual or long service leave in that it is conditional upon an employee being ill or injured to the point of being unfit for duty.
It is an insurance to protect the employee and the employee's family against hardship should the employee be unable to continue in the employee's normal occupation and shall be only so utilised.
- 7.3.2 This procedure is designed to curtail sick leave abuse by employees who are absent from work and who are not genuinely unfit for duty and is to operate notwithstanding the provisions of clause 7.2.
- 7.3.3 At the end of each 3 monthly period or as sick leave absenteeism for any employee warrants, by mutual agreement with the representative of the Union, the employer shall review the sick leave records with a view to establishing a list of employees whose record of attendance gives cause of reasonable concern.
- 7.3.4 Any employee with an unsatisfactory record shall be interviewed by the employer in the presence of the District Secretary of The Australian Workers' Union of Employees, Queensland or their nominee if the employee so requests. If the discussion in respect to the absences does not provide satisfactory reason for the absences, then a letter of warning is to be sent to the employee and a copy to the nearest District Secretary of The Australian Workers' Union of Employees, Queensland.
- 7.3.5 If no improvement is observed in the next period, the employee is to be again interviewed (as in clause 7.3.4), and if the interview results in unsatisfactory reasons being given, then a second letter of warning is to be sent to the employee and a copy to the nearest District Secretary of The Australian Workers' Union of Employees, Queensland also indicating proof of illness or a certificate may be required for any absence.
- 7.3.6 If the above action still results in unsatisfactory attendance at work then a final warning is to be given and if this is disregarded then good grounds will have been established for termination of employment.
- 7.3.7 The above procedure does not operate to withdraw the employer's right to take termination action or other disciplinary action against any employee if that employee has been found guilty of filling out a false sick leave application form and claiming sick leave pay when that person was not genuinely on sick leave. That is a matter relating to fraudulent misrepresentation which may justify instant dismissal.

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 Provided the 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 Australia of an employee's spouse, father or mother, and where such employee travels outside of Australia to attend the funeral.

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 1, Part 3, sections 42-58 of the Act as amended from time to time.

7.6 **Family Leave**

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

7.6.1 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.

7.6.2 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.

7.7 **Public holidays**

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

No employee shall be entitled to receive more than one day per year as Show Day.

7.7.4 *Double time and a-half*

For the purposes of this clause, where the rate of wages is a weekly rate, "double time and a-half" shall mean 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.

7.7.5 *Extra pay for work outside certain hours on public holidays*

All time worked on any of the holidays outside the ordinary 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 the Award for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

7.7.6 *Stand down*

Any and every employee who, having been dismissed or stood down by the employer during the month of December in any year, shall be re-employed by that employer at any time before the end of the month of January in the next succeeding year shall, if that employee shall have been employed by that employer for a continuous period of 2 weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid and shall be paid by the employer (at the ordinary rate payable to that employee when so dismissed or stood down) for any one or more of the following holidays, namely, Christmas Day, Boxing Day, and the first day of January occurring during the period on and from the date of dismissal or standing down to and including the date of the employee's re-employment as aforesaid.

An employee other than a Casual Employee shall be entitled to a holiday without deduction of pay on any day gazetted as a Public Holiday under the Holidays Act 1983 (Qld), or any substituted day in the district in which the employee works for the following days, where rostered and not required to perform any duties.

Part-time Employees - A Part-time Employee who usually works on a day of the week on which a public holiday falls and is not required to work on that day, shall be paid for the hours which would normally have been worked on that day.

7.7.7 *Substitution*

Where there is agreement between employee/s and the employer, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in this clause:

Provided that, where an employee is subsequently required to work on such substituted day, the employee shall be paid the rate applicable for the holiday that has been substituted.

7.7.8 *Holidays in lieu*

Subject to the provisions of the *Holidays Act 1983 (Qld)* as amended the following shall apply:

- (a) When Christmas Day is a Saturday or a Sunday, a holiday in lieu shall be observed on December 27;
- (b) When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on December 28;
- (c) When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday;

Provided that:

- (d) A full-time employee is only entitled to leave on either the 'actual' day or the substitute day, but not both. A full time employee who works on a Saturday or Sunday when substitution is prescribed shall be paid the normal Saturday or Sunday rate for work performed on the 'actual' day, save that when the 'actual' day is Christmas Day the employee should receive a loading of 1/2 of an ordinary day's wages; or
- (e) Where a Part-time Employee's roster includes a Saturday or Sunday which would be a prescribed holiday (the day on which the holiday falls), but for the substitution of an alternative day such employee shall not lose a holiday because of the substitution, but shall not be accorded holidays or pay in lieu in respect of both the 'actual' and substitution days, e.g: the employee would be paid Public Holiday rates on the day the holiday falls, not on the substituted day as well; or
- (f) Casual Employees employed on the "actual" day of prescribed holidays should be paid at the relevant holiday rate (exclusive of any augmentation of casual loading) and be paid the normal rate of pay for the substituted day

7.7.9 *Holiday on a non-working day or a rostered day off*

(a) A full-time employee who works on Saturday and whose non-working day falls on a public holiday shall receive by mutual agreement either:

- (i) Another day off in lieu; or
- (ii) An addition of one day to annual leave; or

(iii) An additional day's wage;

Provided that the above shall not apply to ANZAC Day and Easter Saturday.

- (b) A full-time employee whose rostered day off falls on a public holiday shall receive by mutual agreement either:
- (i) Another day off in lieu; or
 - (ii) An addition of one day to annual leave; or
 - (iii) An additional day's wages;
- (c) A full-time or Part-time Employee shall be entitled to the above provisions where the employee works an alternating roster and the public holiday falls on a day on which the employee works in any week of their roster cycle.

7.8 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

No provisions inserted in this Award relevant to this part.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Commitment to training and careers

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

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

9.1.2 All parties to this Award are committed to the Veterinary Nursing Training Package as appropriate training facilitating the acquisition of skills and career progression. The Veterinary Nursing industry has packaged its competency standards into industry levels that align to the Australian Qualifications Framework (AQF). The qualifications and their titles reflect the levels of the AQF from Certificate II to III in Animal Studies to Certificate IV and Diploma of Veterinary Nursing.

9.1.3 Following proper consultation, an employer and employee should develop a training policy and program consistent with:

- (a) the current and future skill needs of the enterprise;
- (b) the size, structure and nature of the operations of the enterprise.

9.1.4 Associated costs incurred by an employee undertaking training in accordance with this clause may be reimbursed by the employer in consultation.

9.2 Registered Traineeships

9.2.1 The parties to this Award are committed to implementing registered traineeships. It is acknowledged that this will involve employment under a training contract registered with the relevant State Training Authority and the trainee being released from work (on pay) by the employer to undertake a course of instruction or qualification in accordance with the provisions of the *Training and Employment Act 2000* and the delivery arrangements approved by the Training Recognition Council.

9.2.2 The employer shall ensure that trainees are supervised to the extent required to ensure that all requirements of the training plan and training contract are fulfilled.

9.2.3 Conditions of employment and training will be as prescribed by the Order of the Queensland Industrial Relations Commission - *Apprentices' and Trainees' Wages and Conditions (excluding Certain Queensland Government Entities)*.

9.2.4 Wage progression arrangements for Registered Veterinary Nurse Trainees for all award entitlements shall be as follows:

Traineeship Wage Level	Minimum Training Requirements on Entry	Relativity
1	Prior to the attainment of the minimum training requirements specified for AQF Level 2.	85% of Level 2
2	On attainment of the total competencies specified for the relevant AQF Certificate 2 qualification and enrolled and completing in AQF Certificate 3 or the specified competencies as outlined in the National Veterinary Nursing Package.	85% of Level 3
3	On attainment of the total competencies specified for the relevant AQF Certificate 3 qualification and enrolled and completing in AQF Certificate 4 or the specified competencies as outlined in the National Veterinary Nursing Package.	85% of Level 4

9.2.5 Due to the transitional period regarding the wage structure of this Award (clause 5.2) being 18 months progression, the percentage rates referred to in clause 9.2.4 will be of the wage rate at the particular time.

9.2.6 The Junior ratios in clause 4.5 will apply to the abovementioned table for those employees engaged as a Junior undertaking AQF Level 2 training.

9.2.7 The provisions in clause 9.2.4 will apply to all Registered Veterinary Nurse Trainees from the date of operation of this award:

Provided that no Trainee who was at the date of operation of this Award receiving wages in accordance with the *Training Wage Award - State* shall be disadvantaged by the introduction of these provisions.

9.3 Transitional Wage Rates for Employees with Existing Qualifications

9.3.1 Employees with qualifications obtained prior to the implementations of the AQF framework shall receive the following rates of pay:

Existing Qualification	From 1/9/03 \$	From 1/6/04 \$	Relativity at 1/6/04 %
ECVN	467.09	472.59	89
Cert V.N. (TAFE)	477.71	488.52	92

ACVN	491.87	509.76	96
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9.3.2 The transitional wage progression shall be maintained to achieve the appropriate relativity at 1/6/04.

9.3.3 The transitional wage progression rates for the date from 1/9/03 have been calculated on the basis of adding 2/3 of the difference between the wages prescribed by the Award that existed prior to the making of this Award (\$456.10 at 31 December 2002) and the rate of the full relativity to the level 4 rate prescribed at 1/6/04.

9.3.4 The above rates do not include the wage increases that may result from a General Ruling of the QIRC during 2003 and transitional rates are to be recalculated by the method in clause 9.3.3.

9.3.5 Employees who are subject to this transitional wage structure and are receiving higher rates of pay than the above shall not be subject to a reduction in wages.

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

No provisions inserted in this award relevant to this part.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

- (a) An "Authorised Industrial Officer" is any 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 the authorisation upon request:
- (b) Clause 11.1.2(a) 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 officer intentionally disregards a condition of clause 11.1.2 the 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 the employee does not want that employee's record inspected.

- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer;
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of 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 any personnel during their working time 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 stopped employment with the employer ; and
- (f) if a Casual Employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

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

11.3 Union encouragement

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

11.3.1 *Documentation to be provided by employer*

At the point of engagement, an employer to whom this Award applies shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by each employee.

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

11.3.2 *Union delegates*

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

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

11.3.3 *Deduction of union fees*

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

11.4 Posting of award

A copy of this Award shall be exhibited in a conspicuous and convenient place on the premises of the employer.

APPENDIX 1 - CLASSIFICATION STRUCTURE

CLASSIFICATIONS AND DEFINITIONS

1.1 *Classification Structure*

Notwithstanding anything elsewhere contained in this Award, the following classification structure shall apply to all employees under this Award.

1.2 *Implementation of Classification Structure*

Adult employees shall be classified at one of the levels specified in this Appendix. The classification definitions in this Appendix describe the relative skills, responsibilities and conditions under which employees at each level will work.

1.3 *Classification Criteria*

The Classification Criteria are the principal or primary guide to classification as they detail the level of responsibility, skills and knowledge that the employee is required to exercise in a position at that level. This is the key issue to be looked at in properly classifying an employee. When assigning a particular employee to a level, or when reclassifying an employee, reference must be made to the totality of the classification criteria to obtain a clear understanding of the essential features and requirements of each level.

The relativities are as follows:

Level 1	(82%)
Level 2	(87%)
Level 3	(92%)
Level 4	(100%).

The percentages that appear in levels of this Appendix were used in formulating the wage structure. Following future flat rate wage increases the percentages for Levels 1-3 may not truly reflect the current wage rate. However, the percentages as set out in clause 9.3 will continue to apply throughout the life of this Award.

1.4 *Indicative Tasks*

The Indicative Tasks are a non-exhaustive list of duties/tasks that may be utilised within the particular Level. They are an indicative guide only, however, they may be used as an accompaniment to the Classification Criteria in order to assist in the classification of employees when difficulties are experienced in assessment against the classification criteria alone. The Indicative Tasks should not be used in place of the classification criteria when classifying an employee.

Employees at any particular level may be expected to undertake duties/tasks of any level lower than the employee's own, in addition to the duties/tasks specified at the employee's level in which they are employed. The employee may perform one such duty/task, or many of them, depending on the particular work allocated and may also be required to work flexibly across different work areas within the employee's sector where sectors are prescribed, providing the employees have been trained to carry out the tasks required.

1.5 *Promotion to Higher Levels*

All employees shall be given the opportunity to participate in ongoing skills training to enable promotion to the next level. Where possible, this training shall be in accordance with the Australian Veterinary Nursing Industry Training Package.

Employees will remain at their current level until they are capable of effectively demonstrating, through formal assessment or appropriate certification, that the employees are able to fulfil the requirements of the Classification Criteria of the next level.

1.6 *Transitional Arrangements*

No employee shall suffer reduction in their rate of pay or conditions of employment as a result of the introduction of these provisions.

2.1 *Classification Definitions*

2.1.1 *Introductory level*

An employee who has had no experience in this industry shall initially be engaged at the introductory level until the employee has performed satisfactory service for a period not exceeding 3 months. During this period the employer will provide on the job training to assist the employee to gain the appropriate skills. If the employee attains the level of skill required, the employee shall progress to Level 1.

2.1.2 *Level 1*

General

A Level 1 employee is an initial recruit who has not met the competency requirements of a Level 2 employee.

Level of Responsibility Skills and Knowledge

An employee at this Level will:

- (a) work under direct supervision with regular close checking of their work;
- (b) develop and then apply their knowledge and skills to a limited range of tasks and roles;
- (c) work within a specified range of contexts where the choice of action is clear and restricted;
- (d) normally develop and then use their competencies within established routines, where methods and procedures are predictable.

Indicative Tasks

- (a) assists other employees in their duties.

Additionally, Level 1 employees:

- (i) will complete a program of induction training;
- (ii) will complete a program of skills training to meet the requirement of being able to competently perform work within the scope of this Level and to progress to Level 2.

Roles and Expectations

- (a) basic reception duties and telephone skills under veterinary supervision;
- (b) appropriate induction to the industry and the routines of the practice;
- (c) basic animal care;
- (d) grooming, feeding, cleaning and restraint as instructed.

2.1.3 Level 2

General

A Level 2 employee will possess the competencies, of AQF Level 2 (Certificate II in Animal Studies) from the Australian Veterinary Nursing Training Package or other equivalent qualification. The attainment of these competencies by an individual employee will be determined through a formal assessment process carried out through a Registered Training Organisation.

Level of Responsibility Skills and Knowledge

An employee at this Level will:

- (a) work under direct supervision with routine checking of their work;
- (b) develop and then apply their knowledge and skills to a limited range of tasks and roles;
- (c) work within a specified range of contexts where the choice of action is clear and restricted;
- (d) normally use their competencies within established routines, where methods and procedures are predictable;
- (e) exercise discretion and judgment against established criteria.

Indicative Tasks

In addition those outlined in Level 1:

Roles and Expectations

- (a) basic reception duties and telephone skills under reduced supervision;
- (b) supervision of introductory Level 1 employees;
- (c) basic animal care, animal handling and basic X-ray duties;
- (d) limited decision making under veterinary supervision, eg. Feeding;
- (e) vital signs monitoring and postoperative care under veterinary supervision;
- (f) basic animal health procedures, eg. Nail clipping;
- (g) tasks relating to the clinic and surgery.

2.1.4 Level 3

General

A Level 3 employee will possess the competencies of AQF Level 3 (Certificate III in Animal Studies) from the Australian Veterinary Nursing Training Package or other equivalent qualification. The attainment of these competencies by an individual employee will be determined through a formal assessment process carried out through a Registered Training Organisation.

Level of Responsibility Skills and Knowledge

An employee at this Level will:

- (a) employees at this Level will generally be working without supervision and will need to be accurate observers, analyse, draw conclusions and act accordingly;
- (b) normally use their competencies within established routines, where methods and procedures are predictable;
- (c) exercise discretion and judgment against established criteria.

Indicative Tasks

In addition those outlined in Level 2:

Roles and Expectations

- (a) undertake daily clinic routines without supervision;
- (b) limited Staff Supervision;
- (c) ability to carry out instructions;
- (d) increased practice responsibilities and patient care;
- (e) clinic routines under minimal supervision, e.g. observing the recovery of hospitalised animals;
- (f) communication within the clinic network, e.g. Owners, Veterinarian, pharmaceutical reps.

2.1.5 Level 4

General

A Level 4 employee will possess the competencies, of AQF Level 4 (Certificate IV in Veterinary Nursing) from the Australian Veterinary Nursing Training Package or other equivalent qualification. The attainment of these competencies by an individual employee will be determined through a formal assessment process carried out through a Registered Training Organisation.

Level of Responsibility Skills and Knowledge

An employee at this Level will:

- (a) employees at this level will have the ability to conduct the clinic or surgery support operation when required;
- (b) normally use their competencies within established routines, where methods and procedures are predictable;
- (c) exercise discretion and judgment against established criteria.

Indicative Tasks

In addition those outlined in Level 3:

Roles and Expectations

- (a) conduct total reception operation;
- (b) supervision of other clinic employees;
- (c) kennel and animal housing organisation;
- (d) conduct medical and surgical support;
- (e) make management decisions e.g. Carry out triage practices;
- (f) identify and interpret vital signs regarding patients.

2.1.6 Level 4 - Extended Certificate and Level 5

In the future the Levels in this Award will expand to include further AQF classifications. Namely Level 4 - Extended Certificates and Level 5 Diploma of Veterinary Nursing.

The Australian Veterinary Association (Qld Division) and the Veterinary Nurses Council of Australia (Qld Division) have a set of guidelines relating to the payment of wages and responsibility and skills required at each of these higher levels.

Dated 24 October 2002.

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

Operative Date: 1 January 2003
Repeal and New Award - Veterinary Practice Employees' Award -
State
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