

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 130 - award review

WORKCOVER QUEENSLAND AWARD - STATE 2003

(Matter A/2010/163)

DEPUTY PRESIDENT SWAN
DEPUTY PRESIDENT BLOOMFIELD
COMMISSIONER THOMPSON

10 May 2012

AWARD REVIEW

After reviewing the above Award as required by s. 130 of the *Industrial Relations Act 1999*, this Commission orders that the Award be repealed and the following Award be made as from 10 May 2012.

WORKERS' COMPENSATION QUEENSLAND AWARD - STATE 2012

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is called the Workers' Compensation Queensland Award - State 2012.

1.2 Arrangement

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1.3 Definitions

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

1.3.2 "Casual Employee" means an employee who is engaged as such, on an hourly basis.

1.3.3 "Commission" means the Queensland Industrial Relations Commission.

- 1.3.4 "Concessional Day" means any day upon which an employee is permitted to be absent from duty on full pay without debit to any leave account as a result of a compulsory closure of Employer's offices over the Christmas/New Year period or such closure or restricted staffing as the employer determines.
- 1.3.5 "Double Time and One-half" is one and one-half (1.5) days wages in addition to the prescribed weekly rate or a *pro rata* payment if the time worked is more or less than a day.
- 1.3.6 "Employees" for the purposes of this Award, means, an employee appointed pursuant to sections 360(2) or 475F(1) of the *Workers' Compensation and Rehabilitation Act 2003*.
- 1.3.7 "Employer" means the Executive Officer of the WorkCover Employing Office or the Chief Executive Officer of the Workers' Compensation Regulatory Authority.
- 1.3.8 "Full-time Employee" means an employee who is engaged on a fortnightly basis.
- 1.3.9 "Grade" comprises a number of pay points in which Employees will be eligible to progress.
- 1.3.10 "Increment" is an increase in salary from one Paypoint to the next within a Grade, as per the Employer's Annual Remuneration Review Policy.
- 1.3.11 "Manager" means Manager or team leader.
- 1.3.12 "Northern and Western Regions" consists of any part of Queensland which is not:
- (a) to the south of the 22nd parallel of south latitude; and
 - (b) to the east of 147E east longitude:
- but excluding the township of Moranbah.
- 1.3.13 "Ordinary Hours of Work" for all Employees is 7.25 hours per day and 36.25 hours per week worked during the Spread of Hours.
- 1.3.14 "Overtime Cut-off Level" means Employees at Grade 4 and below are entitled to overtime.
- 1.3.15 "Part-time Employee" means an employee other than a "Casual Employee" as defined in clause 1.3.2, who is engaged to work a regular number of hours each workcycle and whose ordinary daily working hours are worked continuously inclusive or exclusive of meal times according to operational requirements. The total hours per engagement in each workcycle can be no more than 0.8 of full-time hours.
- 1.3.16 "Paypoint" means the specific rate of remuneration payable to Employees within a Grade.
- 1.3.17 "Spread of Hours" are between 6.00 a.m. and 6.00 p.m., Monday to Friday inclusive unless otherwise specified in this Award.
- 1.3.18 "Temporary Employee" means an employee appointed pursuant to sections 360(2) or 475F(1) of the *Workers' Compensation and Rehabilitation Act 2003*, in other than a permanent or casual capacity. A Temporary Employee could be engaged for a specific period of time or specific task or tasks and could be engaged on either a full-time or part-time basis.
- 1.3.19 "Union" means the Together Queensland, Industrial Union of Employees (TQ).

1.4 Date of operation

This Award takes effect and has the force of law throughout the State of Queensland as from 10 May 2012.

1.5 Coverage

- 1.5.1 This Award applies to Employees engaged by the WorkCover Employing Office or the Workers' Compensation Regulatory Authority whose salaries or rates of pay are fixed by this Award and who are appointed pursuant to sections 360(2) and 475F(1) of the *Workers' Compensation and Rehabilitation Act 2003*.
- 1.5.2 The provisions of the *Public Service Act 2008*, do not apply to Employees of the WorkCover Employing Office except where provided for by regulation under the *Public Service Act 2008*, in which case, this Award is to be read in conjunction with any applicable sections. The provisions of the *Public Service Act 2008* do apply to employees of the Workers' Compensation Regulatory Authority.

- 1.5.3 This Award binds the Executive Officer of the WorkCover Employing Office and the Chief Executive Officer of the Workers' Compensation Regulatory Authority as employer of Employees.

PART 2 - FLEXIBILITY

2.1 Procedures to implement facilitative award provisions

Wherever facilitative provisions appear in this Award which allow for determination of the conditions of employment by agreement between the Employer and the relevant Union or the Employer and the majority of Employees affected, the following procedures will apply:

- 2.1.1 Facilitative Award provisions can be negotiated between management and Employees who are directly affected by such proposals or between management and the relevant Union depending upon the particular award provisions.
- 2.1.2 Employees may be represented by their local relevant Union delegate/s and shall have the right to be represented by their local relevant Union official/s.
- 2.1.3 Facilitative Award provisions can only be implemented by agreement.
- 2.1.4 In determining the outcome from facilitative provisions, neither party should unreasonably withhold agreement.
- 2.1.5 Agreement is defined as obtaining consent of greater than 50% of Employees directly affected or of the Union depending upon the particular Award provisions.
- 2.1.6 Where a provision refers to agreement by the majority of Employees affected, all Employees directly affected shall be consulted as a group. Should the consultation process identify Employees in specific concerns which relate to either equity or occupational health and safety issues, such concerns may be catered for on an individual basis, subject to operational requirements.
- 2.1.7 Any agreement reached must be documented, and shall incorporate a review period.
- 2.1.8 Where the agreement relates to either the working of ordinary hours on other than a Monday to Friday basis, the introduction of shift work or change to the shift roster the relevant Union/s are to be consulted at least one week in advance of agreement being sought.

2.2 Employer policies

Wherever reference is made in this Award to an Employer policy, variation in the operation of the policy or quantum payments contained within the policy will only be made after consultation between the parties to the *Workers' Compensation Queensland Award - State 2003*.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Dispute avoidance and settlement procedure

- 3.1.1 The objectives of this procedure are the avoidance and resolution of any disputes over matters, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- 3.1.2 Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- 3.1.3 There is a requirement for management to provide relevant information and explanation and consult with the relevant Union.
- 3.1.4 In the event of any disagreement between the parties on the interpretation of this Award or any other industrial matter, as defined in the Act, the following procedures shall apply:
- (a) the matter is to be discussed by the employee's nominated representative and/or the employee(s) concerned, where appropriate, and the immediate Manager in the first instance. The discussion should occur within 24 hours and the procedure should not extend beyond 7 days.
 - (b) if the matter is not resolved as per (a) above, it shall be referred by the employee(s) nominated representative and/or employee(s) concerned to the appropriate management representative who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days.

- (c) if the matter remains unresolved it shall be referred to the employee and/or their nominee and the Employer and/or nominee for discussion and appropriate action. This process should not exceed 14 days.
- (d) if the matter is not resolved then it may be referred by the relevant Union or Employer to the Commission for conciliation, or if necessary, arbitration.
- (e) in lieu of the application of clauses 3.1.4 (a) to 3.1.4 (d), Employer and the relevant Union may agree on a course of action to resolve the issue. If the Employer and the relevant Union are unable to resolve the issue they may then seek the application of clauses 3.1.4 (a) to 3.1.4 (d).

3.2 Problem resolution

- 3.2.1 The objectives of the problem resolution procedure are to promote the prompt resolution of problems or disputes by consultation, co-operation and discussion; to reduce the level of disputation; and to promote efficiency, effectiveness and equity in the workplace. This procedure applies to all industrial matters and all other matters the parties agree on.
- 3.2.2 Stage 1: In the first instance the employee shall inform such employee's immediate Manager of the existence of the problem and they shall attempt to solve the problem. Where the Manager is a party to the problem, the employee should proceed to Stage 2. It is recognised that an employee may exercise the right to consult such employee's Union representative during Stage 1. This stage should not exceed 7 days (unless otherwise agreed).
- 3.2.3 Stage 2: If the problem remains unresolved, the employee shall refer the problem to the next in line management. The senior Manager will consult with the parties. The employee may exercise the right to consult or be represented by such employee's Union representative. Stage 2 should not exceed 7 days.
- 3.2.4 Stage 3: If the problem is still unresolved, the Manager will advise the Employer and the employee may submit the matter in writing to the Employer if such employee wishes to pursue the matter further. If desired by either party, the matter shall also be notified to the relevant Union. Stage 3 should not exceed 14 days.
- 3.2.5 The Employer will ensure that:
 - (a) the employee or their representative has the opportunity to present all aspects of the problem;
 - (b) the problem shall be investigated in a thorough, fair and impartial manner.
- 3.2.6 The Employer may appoint another person to investigate the problem. The Employer may consult with the relevant Union in appointing an investigating employee. The appointed person will be a person other than the employee's Manager.
- 3.2.7 If the matter is notified to the relevant Union, the investigating employee shall consult with the Union during the course of the investigation. The Employer shall advise the employee, their representative and any other employee directly concerned of the determinations made as a result of the investigation of the problem.
- 3.2.8 The Employer may delegate their problem resolution powers under clause 3.2 to a nominated representative.
- 3.2.9 If the problem is not settled the matter shall be referred to the Commission by the employee or the Union, as appropriate.
- 3.2.10 Subject to legislation, while the problem resolution process is being followed, normal work is to continue, except in the case of a genuine safety issue. The *status quo* existing before the emergence of a problem or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- 3.2.11 Where the problem involves allegations of sexual harassment, an employee may commence the procedure at Stage 3.

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

4.1 Contract of employment

- 4.1.1 Employees covered by this Award will be advised in writing of their employment category when they are appointed.
- 4.1.2 Employment categories, which are defined in clause 1.3 are:
 - (a) full-time;

(b) part-time;

(c) casual;

(d) temporary.

4.2 Probationary service

4.2.1 Period of probation

A probationary period of 3 months applies to all new award Employees (other than casual and temporary employees), unless the employee is exempted from probation. Leave without pay or paid maternity leave, for any period, is not counted towards the probation service period.

4.2.2 Role of the Employer

The Employer may:

- (a) by signed notice given to the employee, terminate the employee's employment at any time prior to the end of the period of probation; or
- (b) at the end of the period of probation
 - (i) confirm the appointment; or
 - (ii) extend the period of probation; or
 - (iii) by signed notice given to the employee, terminate the employee's employment.

4.3 Casual employees

4.3.1 Casual loading

A Casual Employee will be paid 23% in addition to the ordinary hourly Award rates of pay for the class of work for which the employee is engaged. Each engagement is a separate engagement. The minimum payment is for 2 hours' work in respect to each engagement. Where applicable, a Casual Employee is entitled to the provisions of overtime and payment for work performed on public holidays.

4.3.2 Allowances

A Casual Employee is entitled to payment of any applicable Award allowances, (excluding locality allowance), based *pro rata* on the number of hours worked in relation to the ordinary hours of the Award classification. An exception to this is that meal allowance (clause 5.9.1) will be paid in full.

4.3.3 Leave provisions

A Casual Employee is entitled to long service leave in terms of the provisions of the Act Chapter 2, Part 3, Division 3 as amended from time to time. A Casual Employee has no entitlement to any other leave provisions prescribed by this Award.

4.4 Part-time employment

4.4.1 Number of hours

The Employer will determine the number of hours to be worked within a work cycle and after consultation with the employee, will determine the distribution of those hours within the work cycle. The maximum number of hours worked within a workcycle can not exceed 0.8 of full time hours.

4.4.2 Spread of hours

The spread of ordinary working hours is the same as that prescribed for a Full-time Employee, whose ordinary hours of duty are 36.25 hours per week, under this Award.

4.4.3 Hourly rate

The hourly rate of pay for a Part-time Employee is the same as that for a Full-time Employee performing duty at the same Grade. A Part-time Employee is entitled to any applicable allowances based pro rata on the number of hours worked. An exception to this is that meal allowance (clause 5.9.1) will be paid in full.

4.4.4 *Additional hours*

For work performed within the Spread of Hours and in addition to the number of hours specified to be worked in the work cycle, a Part-time Employee is entitled to payment at the ordinary hourly rate of pay plus a loading of 1/12th in lieu of annual leave.

Payment for additional hours does not apply to Part-time Employees who elect to access banked time.

4.4.5 *Public holidays*

When a public holiday falls on a day on which an employee is normally employed, that employee will be paid for the number of hours normally worked on that day.

4.4.6 *Leave provisions*

A Part-time Employee will receive *pro rata* leave entitlements.

4.5 Recognition of previous service

Recognition of previous service with the Queensland Public Service, including service which has been previously recognised by the Queensland Public Service for the purposes of calculating entitlements, will be available to Employees covered by this Award and who transferred to the Employer on its establishment, in accordance with the Employer's Recognition of Previous Service Policy.

Recognition of previous service for other Employees may be awarded at the discretion of the Employer.

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; relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality and association with, or 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 dispute avoidance and settling procedure in clause 3.1, the parties to the 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 4.6 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 Australian Human Rights Commission/Anti-Discrimination Commission Queensland.

4.7 Termination of employment

4.7.1 *Statement of Employment*

The 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) The employer may dismiss an employee only if the employee has been given the following notice:

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

(b) In addition to the notice in clause 4.7.2(a), employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

(c) Payment in lieu of notice shall be made if the appropriate notice is not given provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

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

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

(e) The period of notice in 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 *Termination by employee*

(a) The notice of termination required to be given by an employee shall 2 weeks.

(b) If the employee fails to give notice, the employer has the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate for the period of notice.

(c) An employee whose employment is terminated according to the provisions of clause 4.7 is entitled to salary and all other monies due up to the time of such termination.

(d) It is not lawful for the employer to offset notice of termination against any period of annual leave or part thereof.

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 the 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 4.8.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

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

4.9 Redundancy

The provisions of clause 4.9 will not apply to employees of the Workers' Compensation Regulatory Authority to the extent that the provisions of the redundancy arrangements are contained in a Directive issued by the Minister responsible for industrial relations pursuant to section 54 of the *Public Service Act 2008*, where the Directive provides for entitlements that are superior to clause 4.9.

4.9.1 Consultation before terminations

- (a) Where the 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 an 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 the 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 transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.9.3, '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.

4.9.4 *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*

The 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*

The 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*

Subject to an order of the Commission, in a particular redundancy case, clause 4.9 shall not apply to an employer 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.

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 the 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*

The 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.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Wage rates

Salaries are prescribed in Schedule A of this Award.

5.2 Minimum wage

The minimum rate of pay for an adult employee cannot be less than the amount determined as the Queensland minimum wage by the Queensland Industrial Relations Commission under the provisions of Section 287 of the Act.

5.3 Payment of wages

Salaries will be paid fortnightly by electronic funds transfer. Payment other than by this method will be at the discretion of the employer.

5.4 Work allocation

An employee having either been appointed or relieving in a position within a Grade may be allocated and subsequently reallocated to any position within that particular Grade.

5.5 Qualifications

An employee who has satisfied examination requirements for a degree or other post-secondary qualification acceptable to the Employer will be paid not less than Grade 1, Paypoint (19).

5.6 Movement between grades

When an employee is promoted to a higher Grade and the employee's current salary exceeds the minimum pay point of the higher Grade, the employee will be progressed to a pay point within the higher Grade which exceeds their current rate of pay.

5.7 Movement within grades

5.7.1 Subject to the Employer's Annual Remuneration Review Policy, employees who achieve a rating of "competent", "superior" or "exceptional" for the Annual Review are entitled to progress the following number of pay points:

Exceptional	4 pay points
Superior	3 pay points
Competent	2 pay points

5.7.2 Annual Remuneration Reviews are payable with effect from 1 October each year unless the Annual Remuneration Review has been deferred because an employee did not achieve a rating of "competent", "superior" or "exceptional".

5.7.3 With effect from 1 January 2003, Employees at grades 1 to 3, who complete relevant accredited training courses will be entitled to progress an additional pay point within their Grade. The courses must be at the following levels:

GRADE	Course level required to be eligible for progression
1	Certificate level
2	Diploma level
3	Diploma level

5.8 Performance of higher duties

5.8.1 When an employee is directed to temporarily fill a position at a higher Grade, the employee will be paid a higher duties allowance subject to clause 5.8 either:

- (a) The difference between their current substantive salary and the first Paypoint of the Grade of the position being temporarily filled; or
- (b) When an employee is remunerated in their substantive position at a rate exceeding Paypoint 1 of the higher Grade, no higher duties allowance is payable unless they have acted at the higher Grade for a continuous period of twelve (12) months. The higher duties allowance then payable will be based on the next highest Paypoint of the higher Grade which exceeds their current salary; or

(c) When the employee does not undertake the full duties and responsibilities of the higher Grade position being temporarily filled, the employee will receive a relevant percentage of clause 5.8.1.

5.8.2 When determining the relevant percentage as per clause 5.8.1(c), the Employer will consider the extent to which the employee has assumed the full duties and responsibilities of the position being temporarily filled.

5.8.3 When an employee has assumed 100% of the full duties and responsibilities of the higher level position, a higher duties allowance will only be paid if the employee has acted in the position for a minimum period of more than 5 working days.

5.8.4 When an employee has assumed less than 100% of the full duties and responsibilities of the higher level position, a higher duties allowance will only be paid if the employee has acted in the position for a minimum period of 21 working days.

5.8.5 For the purpose only of determining whether an employee has satisfied a minimum period requirement, leave taken after the employee commences to perform the higher duties and responsibilities will be counted as forming part of the period of performance of the higher duties, if the employee resumes duty in the higher classified position immediately after returning from leave and the leave taken is:

(a) leave on full salary; or

(b) special leave without salary granted to enable the employee to claim workers' compensation; or

(c) sick leave without salary.

5.8.6 If an employee is being paid higher duties prior to taking annual leave, the employee will be paid annual leave at the higher duties rate if the employee would have continued to undertake the higher role.

5.8.7 Employees will be entitled to a higher duties Increment when they have acted at a higher Grade for a continuous period of 12 months.

5.9 Allowances

5.9.1 Meal allowance

When Employees work authorised overtime, they will be paid a meal allowance as outlined in the Employer's meal allowance policy.

5.9.2 Locality allowance

The Employer can determine centres for which a locality allowance will be paid. A locality allowance is an allowance to assist in offsetting the disadvantages associated with residence in that centre. An employee, appointed to that centre will be paid a locality allowance at the rate and conditions outlined in the Employer's locality allowance policy. The exceptions are that Part-time Employees will receive locality allowance on a proportionate basis and casual Employees will not receive a locality allowance.

5.9.3 Motor vehicle allowance

Where officers undertaking official duties are required to use their own motor vehicles, they will be paid a motor vehicle allowance as set out in the Employer's motor vehicle allowance policy. The allowance will be calculated after the following matters are considered:

(a) the distance actually and necessarily travelled; and

(b) the type of vehicle used; and

(c) the location of the officer's normal headquarters;

5.9.4 First aid allowance

When an employee who holds a certificate in first aid issued by the Queensland Ambulance Service, or equivalent qualifications, is appointed, in writing, as a first aid officer by the Employer, the employee will be paid the allowance outlined in the Employer's first aid allowance policy.

5.9.5 On-call allowance

When an employee is instructed to be available on call outside ordinary or rostered working hours, such employee will be paid, in addition to their ordinary rate of pay, an allowance as outlined in the Employer's Policy for on-call allowance.

5.9.6 *Payment of allowances*

In accordance with clause 5.9, where practicable, payment of all allowances will be made to the employee concerned on the appropriate pay day within the next pay cycle.

5.10 **Superannuation**

Subject to federal legislation, the employer must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).

Where federal legislation provides for choice of fund rights to an employee subject to this Award, and that employee fails to elect which superannuation fund to which employer contributions are directed, the employer will direct contributions to such fund as prescribed by the abovementioned Queensland legislation.

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

6.1 Full-time hours of work

The full-time hours of duty for Employees covered by this Award are 7.25 hours per day and 36.25 hours per week to be worked within the Spread of Hours Monday to Friday inclusive.

6.2 Banked time arrangements

6.2.1 *Definitions*

(a) "Banked time":

- (i) the amount of time that an employee performs ordinary work in excess of 7.25 hours on any one day; and
- (ii) authorised time worked outside normal hours, in excess of 9.5 hours on any one day exclusive of meal breaks, on week-ends, on public holidays (or days in lieu of public holidays) or recalls to duty in lieu of paid overtime. All Employees including those Employees remunerated above the Overtime Cut-off Level can accrue banked time in lieu of overtime by mutual agreement with the Employer.

(b) "Banked time leave" is an approved absence during working hours, excluding leave as detailed in Part 7.

(c) "Core hours" are 9.00 a.m. to 12.00 noon and 2.00 p.m. to 4.00 p.m. The prior approval of the Employer is required if an employee cannot attend work during core hours.

(d) "Carryover" is the amount of accumulated banked time which, subject to the provisions of this Award, an employee can carry over between consecutive workcycles.

(e) "Peak processing periods" which apply to a specific function and/or work unit may be identified by the Employer.

(f) "Standard hours" are 9.00 a.m. to 5.00 p.m. Monday to Fridays inclusive of a lunch break between 12.00 noon and 2.00 p.m.

(g) "Travelling time" for the purposes of this Award means the difference between the time taken for a Full-time Employee to travel, as directed, to an alternative place of work and the time taken for an employee to travel to their usual place of work.

(h) "Workcycle" means a period of 28 consecutive days duration for banked time arrangements which start from Mondays on alternative pay periods.

6.2.2 *Working arrangements*

(a) When an employee reaches a banked time accrual of 7.25 hours, the approval of the Employer must be obtained before an employee can work in excess of 7.25 hours on any day. In addition, the Employer may determine that overtime will be paid, subject to the "overtime cut off level" to an employee who works more than 7.25 hours on any day.

(b) Employees may commence on the hour or at five minute intervals thereafter. When an employee commences or finishes duty prior to a 5 minute interval, no credit will be allowed for such periods.

- (c) The maximum number of ordinary hours which an employee can work on any one day within the Spread of Hours is not to exceed 9.5 hours exclusive of meal breaks.
- (d) Travelling time in excess of the ordinary hours but within the 9.5 hours of duty permitted on a day, as stated in clause 6.2.2(c) will be recognised as banked time and accrued on a time for time basis.
- (e) During each workcycle, during the prescribed Spread of Hours, Employees are to accumulate 145 hours of:
 - (i) time actually worked; and/or
 - (ii) approved leave; and/or
 - (iii) credit for public holidays.
- (f) Banked time accumulates from one working day to the next and from one workcycle to the next.
- (g) Banked time accrued by an employee during a workcycle should be taken as banked time leave during that same workcycle. The maximum carryover to the next cycle is 15 hours. If at the end of a workcycle an employee's carryover banked time is in excess of 15 hours, no payment will be made for such excess period, that is, the time will be forfeited. The exception is that the Employer will approve a carryover of banked time in excess of the prescribed 15 hours up to a maximum limit of 30 hours for an employee in the following circumstances:
 - (i) when such employee was refused banked time leave due to a specific direction by the Employer and hence exceeded the maximum carryover; or
 - (ii) when it is mutually agreed between the Employer and the employee to work certain hours; or
 - (iii) when it is unforeseen that an absence on sick leave or other approved leave occurs upon days immediately preceding the end of a workcycle.

Any carryover in excess of 15 hours should whenever possible, be taken as banked time leave during the next workcycle.
- (h) An employee may be granted banked time leave when the following has occurred:
 - (i) the employee has accumulated the required amount of banked time prior to taking the banked time leave required. Debits are not permissible, whether on a day to day accrual basis or at the end of a work cycle; and
 - (ii) the granting of banked time leave will be conducive to operational requirements; and
 - (iii) prior approval of the Employer has been obtained.
- (i) Banked time leave is to be taken in periods of at least one hour's duration and in 15 minute multiples thereafter. The exception is that banked time leave may be taken with a minimum of 15 minutes and in 15 minute multiples thereafter if an employee has worked 6.5 hours on any one day.
- (j) Subject to operational convenience, Part-time Employees may elect to access the banked time provisions. Any Part-time Employee electing to do so is not eligible for the additional hours loading as specified in clause 4.4.4.
- (k) The Employer may direct Employees to work standard hours, when an employee's time management is unsatisfactory. If an employee on standard hours works any authorised time in excess of standard hours the employee will be paid overtime (subject to the Overtime Cut-off Level).
- (l) The Employer will ensure that an employee who resigns, retires or otherwise ceases duty has utilised all banked time upon cessation of duty. However, when operational requirements dictate, an employee may be authorised to accumulate banked time prior to cessation of duty and the Employer will authorise payment for all banked time at ordinary rates.

6.2.3 Banked time guidelines

- (a) Banked time guidelines will be maintained to ensure that:
 - (i) both managers and Employees have a common understanding of the entitlements and responsibilities associated with banked time; and

(ii) an appropriate balance is maintained between operational requirements and employee flexibility.

(b) The Banked Time Guidelines include the requirement for:

(i) Employees to give one week's notice when they wish to access banked time leave of one day's duration (subject to operational requirements);

(ii) The Manager of the work unit can approve an employee accessing bank time leave if one week's notice hasn't been given by the employee.

6.2.4 *Consultation and operational requirements*

(a) The Employer and all Employees concerned in each work unit will consult over the most appropriate means of implementing banked time arrangements.

(b) The objective of such consultation will be to reach agreement on the method of implementing banked time arrangements in accordance with this Award.

(c) The outcome of such consultation will be recorded in writing.

(d) When banked time arrangements are being negotiated, agreement will not be unreasonably withheld by either party.

(e) When agreement cannot be reached, the Employer may direct the starting and ceasing times of Employees within the Spread of Hours.

(f) In determining hours of duty, wherever practicable, the Employer should:

(i) consult on the requirement to work specific hours before directing Employees to work those hours;

(ii) when the working of banked time is not suitable to an employee on a given day, take into account whether other staff are available and competent to perform this work;

(iii) take into account the needs of workers with family responsibilities or disabilities;

(iv) provide timely notice of the requirement to work in excess of ordinary hours;

(v) take into account the Employees current accumulation of banked time.

(g) When the Employer wishes to put in place arrangements to consistently commence work prior to 8.00 a.m. or to 5 out of 6 days in accordance with clause 6.2.6, the Employer is to notify in writing the General Secretary of the Union. This is to occur at least one week in advance of the date that staff are to be consulted about these proposed arrangements.

(h) When an employee has a genuine ground for complaint arising out of any direction by the Employer in relation to the working of banked time, the employee may appeal to the Manager and/or utilise the problem resolution procedure provided in clause 3.2. However, a direction to work a reasonable amount of banked time does not constitute a genuine ground for complaint. When a complaint has been made, the employee concerned is to nevertheless carry out the Manager's directions until such complaint is dealt with.

(i) All staff are to give first priority to the maintenance of acceptable work flows. There is to be co-operation between Employees and the Employer in planning office working times in order that resources are available to service the needs of the organisation and clients. The Employer will ensure that an office/work unit is adequately staffed at all times.

(j) An employee may not accrue banked time unless work is allocated for the employee to perform and is performed during the Spread of Hours.

(k) It is the responsibility of each Manager in respect to their office/work unit to ensure that, in the implementation of this Award, the needs of the organisation and clients are met and appropriate supervision is available at all times.

(l) Working arrangements are to provide flexible starting and ceasing times for Employees within the prescribed Spread of Hours unless such arrangements are not operationally viable.

6.2.5 *Peak processing period*

- (a) The Employer may determine peak processing periods which apply to a specific function and/or work unit. During a peak processing period, an employee can accrue additional carryover. A carryover balance in excess of 15 hours accrued during a peak processing period may be:
 - (i) Allocated to a peak processing leave account to a maximum of 5 days in any calendar year; or
 - (ii) Time worked which is unable to be allocated to the peak processing leave account (because of the maximum accrual of 5 days) will be paid as overtime at the rate of time and one half, if the employee so elects (subject to the Overtime Cut-off Level).
- (b) Time allocated to the peak processing leave account is to be used within 6 months of the end of the specified peak processing period. Peak processing leave may be taken at the mutual convenience of the employee and the Employer. Peak processing leave can be taken in conjunction with annual leave.
- (c) If agreement is unable to be reached between the employee and the Employer as to the timing of the peak processing leave, the Employer may direct the employee to take the leave by giving no less than 4 weeks' notice.

6.2.6 *Work performed on any 5 out of 6 Days*

- (a) By agreement between the Employer and the majority of Employees affected, work may be performed on any 5 consecutive days Monday to Saturday.
- (b) When work is performed on any 5 consecutive days as above, the provisions of clause 6.1 will apply as if "Monday to Saturday" were substituted for "Monday to Friday". All Ordinary Hours of Work performed by Employees between midnight Friday and midnight Saturday will be paid at the rate of time and one-half. When Employees work on any 5 consecutive days Monday to Saturday in accordance with clause 6.2.6, Monday will be deemed to be a Saturday for the purposes of overtime payments or banked time accruals.

6.3 Shift work arrangements

6.3.1 *Definitions*

- (a) "Afternoon shift" means any shift commencing on or after 12 noon and at or before 6.00 p.m.
- (b) "Day shift" means any shift commencing on or after 7.00 a.m. and at or before 10.00 a.m.
- (c) "Day work" means work performed other than upon shift work basis.
- (d) "Night shift" means any shift commencing after 6.00 p.m. and before 6.00 a.m.
- (e) "Rotating shift work" means work regularly rotated in accordance with a roster which prescribes 2 or more shifts (day, afternoon or night) each day, but does not cover a 24 hour per day operation over a 7 day week.
- (f) "Spread of hours" for Employees other than Employees working night shift means those hours from 7.00 a.m. to 11.00 p.m., Monday to Friday. The Spread of Hours for night shift Employees means the hours specified in the Employer's Shift Work Policy.

6.3.2 *Shift allowance*

- (a) Employees working afternoon shift, as defined in clause 6.3.1 will be paid an allowance of 15% per shift for all ordinary time worked in addition to their ordinary salary.
- (b) Employees working night shift, as defined in clause 6.3.1 will be paid an allowance as prescribed in the Employer's Shift Work Policy.
- (c) Employees working on a rotating shift roster which includes night shift may receive additional entitlements consistent with industry standards as prescribed in the Employer's Queensland Shift Work Policy.

6.3.3 *Shift work arrangements*

- (a) Shift work will be worked in accordance with a roster mutually agreed between the Employer and the majority of Employees directly affected. If no adjustment in salary or allowance is required to be made, rostered shifts may be mutually exchanged between Employees with the approval of the Employer and having regard to operational requirements. A shift worker is not to perform 2 consecutive shifts.
- (b) A roster setting out the employee's days of duty and starting and finishing times on such days will be displayed in a place conveniently accessible to Employees at least one work cycle in advance.

- (c) Changes within a roster will be by agreement between the Employer and the employee concerned, but failing agreement, 24 hours' notice of any change in the roster will be given by the Employer or double time will be paid for the employee's next shift.

6.3.4 *Meal breaks*

All Employees working shifts will be allowed not less than 45 minutes for a meal break with such break being taken at a time which maintains the continuity of work.

6.3.5 *Rest pauses*

Employees engaged on shift work are entitled to rest pause(s) of 10 minutes' duration in the employer's time in the first and second part of the working day. Such rest pauses are to be taken at such times as will not interfere with the continuity of work where continuity is necessary. The employer may determine that rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day.

6.4 Overtime

6.4.1 *Overtime cut-off level*

The "Overtime Cut-off Level" has been defined in clause 1.3.

6.4.2 *Payment for working overtime*

Subject to the "overtime cut off level", Employees who work authorised overtime will be paid at the rate of time and one-half for the first 3 hours and at the rate of double time thereafter. Overtime will be calculated to the nearest quarter of an hour for the total amount of time in respect to which overtime is claimed by an employee.

The Employer may determine that overtime will be paid to an employee who:

- (a) works more than 7.25 hours on any day when they have accrued a banked time level of 7.25 hours or more;
or
- (b) works outside the Spread of Hours on any day; or
- (c) works in excess of 9.5 hours on any day.

6.4.3 *Banked time in lieu of payment for authorised overtime*

In lieu of payment for authorised overtime, an employee by agreement with the Employer may elect to accrue banked time on a time for time basis. The exceptions to this are that banked time will be calculated at the rate of time and one-half when the actual hours of authorised overtime are worked in the following situations:

- (a) between midnight Friday and midnight Sunday with a minimum of 2 hours;
- (b) for public holidays or days substituted in lieu thereof (excluding Labour Day). Such banked time will be in addition to payment to the employee at single time for the hours actually worked;
- (c) when Employees are recalled to duty with a minimum accumulation of 2 hours.

6.4.4 *Saturday and Sunday work*

All authorised overtime worked on a:

- (a) Saturday will be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum payment for 2 hours; and
- (b) Sunday will be paid at the rate of double time with a minimum payment for 2 hours.

6.4.5 *Requirement to work reasonable overtime*

Employees are to work reasonable overtime whenever it is necessary in the opinion of the Employer. Where practicable 24 hours' notice will be given to an employee who is required to work overtime.

6.4.6 *Higher duties*

An employee temporarily filling and discharging the full duties of a position at a higher Grade for which overtime payments are applicable will be paid for authorised overtime at the rate applicable to relieving in that higher Grade.

6.4.7 *Employees above the overtime cut-off level*

- (a) In lieu of paid overtime, employees remunerated above the Overtime Cut-off Level can accrue either time off in lieu (TOIL) or banked time. Such time off will be calculated at the rate of time for time.
- (b) Leave credited under this arrangement will not be taken into account in determining the employee's maximum accumulation of annual leave.

6.4.8 *Call back*

- (a) An employee who is recalled to perform duty will be paid for the time worked at the prescribed overtime rate. The minimum payment will be for 2 hours. The exception is that such minimum payment will not apply where the overtime is performed immediately preceding and is continuous with ordinary hours of duty. Clause 6.4.8 is only applicable to an employee who is paid below the Overtime Cut-off Level. Clause 6.4.8 is not applicable to an employee who is on an on-call arrangement.
- (b) When an employee who is on an on-call arrangement, is recalled to perform work during an off duty period, such employee will be provided with transport to and from the employee's home, or the cost of such transport will be refunded to the employee.

6.4.9 *On-call arrangement*

Overtime payment for employees working an authorised on-call arrangement will be those outlined in the Employer's on-call allowance policy.

6.4.10 *Overtime for part-time employees*

When directed to perform work outside the Spread of Hours prescribed in this Award, a Part-time Employee will be eligible for the payment of overtime at the prescribed rate. Part-time Employees may elect to accrue time in lieu of overtime at time for time. Part-time Employees who do not elect to access banked time are eligible for overtime after working more than 36.25 hours in any week.

6.4.11 *Fatigue leave*

- (a) An employee who works so much overtime between the termination of ordinary hours on one day and the commencement of ordinary work on the next day so that 10 consecutive hours off duty has not occurred will be released after completion of such overtime until 10 consecutive hours off duty occurs without loss of pay for ordinary time occurring during such absence. If on the instructions of the Employer, such employee resumes or continues work without having had such 10 consecutive hours off duty, the employee will be paid double time until released from duty for such period and will then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of ordinary working time occurring during such absence.
- (b) Clause 6.4.11 applies to shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:
 - (i) for the purposes of changing shift rosters; or
 - (ii) when a shift worker does not report for duty; or
 - (iii) when a shift is worked by arrangement between the Employees themselves.

6.5 Meal breaks

6.5.1 All Employees who work in excess of 5 hours on any one day will be allowed a meal break of not less than 30 minutes. Meal breaks are to be taken at a time which maintains the continuity of work.

6.5.2 Employees authorised to work overtime for more than one hour after their normal finishing time are entitled to a meal allowance as prescribed by this Award.

6.6 Rest pauses

6.6.1 An employee who works more than 3 hours but less than 6 ordinary hours in any day is entitled to a 10 minute rest pause in the employer's time.

6.6.2 An employee who works at least 6 ordinary hours in any day is entitled to 2 rest pauses of 10 minutes in the employer's time in the first and second half of the working day.

6.6.3 Rest pauses are not to interfere with continuity of work when continuity is necessary.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual Leave

7.1.1 Annual leave entitlement

- (a) A Full-time Employee is entitled to annual leave on full pay of 20 working days for each year of service and a proportionate amount for an incomplete year of service.
- (b) Employees in the northern and western region of the State are entitled to 25 working days for each year of service and a proportionate amount for an incomplete year of service.
- (c) Part-time Employees are entitled to annual leave on full pay of an amount proportional to their percentage of full-time equivalence.
- (d) Nothing in clause 7.1.1 entitles any employee in the northern and western region of the State to annual leave in excess of 5 weeks in each year.

7.1.2 Annual leave accrual

- (a) Annual Leave accrues at the rate of 20 working days for each completed year of service with a total maximum accrual of 40 working days. Employees in the Northern and Western Regions of the state accrue leave at the rate of 25 working days for each completed year of service with a total maximum accrual of 50 working days. Any balance in excess of the 40 or 50 working days (in the case of Employees in the Northern and Western Regions of the state), will be regarded as having lapsed and will be transferred to undrawn annual leave to be available for sick leave purposes.
- (b) Rotating shift workers are entitled to accrue annual leave subject to the Employer's shift work policy.

7.1.3 Broken annual leave

When an employee is eligible for annual leave subject to operational convenience, the Employer may grant such annual leave in broken periods of not less than one working day.

7.1.4 Time of taking annual leave

- (a) An employee should apply in writing for annual leave giving adequate notice of the date on which the employee wishes to commence such annual leave.
- (b) An employee will be given adequate notice as to whether or not the Employer has approved the commencement of the annual leave.
- (c) When annual leave is not approved, the Employer will advise the employee the anticipated date from which such annual leave may be taken.
- (d) When leave is approved and later deferred for operational reasons, such deferred leave is not to be taken later than a date determined by the Employer, even though no date mutually convenient to both the employee and the Employer is available.
- (e) The Employer will give a reasonable period of notice to an employee when the employee is nearing the maximum accumulation of annual leave allowable.
- (f) An employee may be directed to take annual leave at any time after the employee has accumulated the full period permissible under clause 7.1.

7.1.5 Proportionate annual leave on termination

- (a) An employee who ceases employment with the Employer will be paid, in lieu of annual leave accrued, an amount equal to the rate of pay that the employee would have received for the amount of leave accrued on the date of cessation of employment.
- (b) Such employee will also be paid, for public holidays had the employee retained employment with the Employer and actually taken the leave.

7.1.6 *Annual close down*

All Employees covered by this Award will have their annual leave entitlement debited by the number of ordinary working days (other than a Concessional Day) they would have worked between Christmas Day and New Year's Day inclusive when there is a compulsory closure over the Christmas/New Year period.

7.1.7 *Annual leave loading*

A loading will be paid to Employees on annual leave:

- (a) Subject to the provisions of clause 7.1.7(b), the payment to an employee will not be less than the sum of the following amounts:
 - (i) the employee's ordinary wage rate or salary as prescribed by the award for the period of such leave;
 - (ii) a further amount calculated at the rate of 17.5% of the amounts referred to in clause 7.1.7(a)(i).
- (b) The provisions of clause 7.1.7(a) do not apply to any period or periods of annual leave exceeding 4 weeks per annum.
- (c) Annual leave loading will be paid on the first pay day on or following 1 December each year or on cessation of employment.

7.2 Sick leave

7.2.1 *Sick leave entitlement*

- (a) An employee (other than a Casual Employee) working a 5 day week will accumulate an entitlement to leave of absence on account of illness (sick leave) on full salary to the extent of 10 working days in respect of each year of service and a proportionate amount for an incomplete year of service.
- (b) An employee (other than a Casual Employee) who works less than 5 days per week will accumulate a proportionate amount of sick leave.

7.2.2 *Notification and proof of sickness*

- (a) An employee is entitled to paid sick leave, when the employee applies in writing for sick leave and provides a certificate from a registered medical practitioner or dentist stating:
 - (i) the nature of the illness; and
 - (ii) the period or approximate period for which sick leave is necessary.
- (b) The employee's accumulated entitlement of sick leave will be debited on each occasion the employee takes paid sick leave.
- (c) The employee can only receive paid sick leave when the employee has sufficient sick leave accumulated.
- (d) The employee cannot receive paid sick leave if the illness has been caused by the misconduct of the employee.
- (e) The maximum duration of sick leave which can be granted on a dental certificate cannot exceed 5 consecutive working days.
- (f) The Employer may dispense with the requirement for the employee to provide a medical certificate when the employee's absence is not longer than 3 consecutive working days.

7.2.3 *Unpaid sick leave*

Sick leave without salary may be granted when all sick leave on full salary, and any undrawn annual leave that has been made available for sick leave, have been exhausted.

7.2.4 *Pregnancy*

- (a) An employee who is pregnant and is not on maternity leave may be granted sick leave for illness related to the pregnancy.

(b) An employee who is on maternity leave may be granted sick leave for illness not related to the pregnancy.

7.2.5 Annual leave/long service leave

When an employee whose application for annual leave or long service leave has already been approved and the employee becomes ill either before or after the start of the annual leave or long service leave, sick leave may be granted when the employee applies in writing for sick leave to the Employer and provides a medical certificate. Sick leave can be granted as follows:

(a) in the case of annual leave, the period of illness is in excess of 3 working days; or

(b) in the case of long service leave, the period of illness is at least 1 week.

7.2.6 Special sick leave

The Employer has the discretion to approve special sick leave on full salary which is not charged against the employee's entitlement, when an employee:

(a) is injured in the course of performing official duties; or

(b) becomes ill because of performing official duties.

7.2.7 Medical examination

(a) The Employer may arrange for a medical practitioner to examine an employee and will request the practitioner to provide a report of the examination.

(b) Sick leave will not be granted to any employee who fails to comply with a request of the Employer to be examined by a medical practitioner.

7.3 Bereavement leave

7.3.1 Entitlement

An employee will be granted bereavement leave on full salary for up to 2 days when the employee provides satisfactory proof that a person who has died has one of the following relationships with the employee:

wife or husband (including a person who lives with the employee as a *de facto* wife or husband)

father	step-brother
mother	step-sister
father-in-law	brother-in-law
mother-in-law	sister-in-law
brother	son-in-law
sister	daughter-in-law
child or step-child	grandfather
step-father	grandmother
step-mother	grandson
half-brother	granddaughter
half-sister	

7.3.2 Taking Bereavement Leave

Bereavement leave can be on the day of the funeral, so the employee can attend the funeral of the deceased person and either on:

(a) the day before the funeral; or

(b) when necessary because of travel arrangements, the day after the funeral.

7.4 Long service leave

7.4.1 Entitlement

An employee who completes 10 years' continuous service is entitled to long service leave at the rate of 1.3 weeks on full salary for each year of continuous service and a proportionate amount for an incomplete year of service.

7.4.2 Calculation of leave

Leave may be taken up to the total amount of leave due as at the date of the start of the leave, calculated by:

- (a) determining the total period of the employee's continuous service; and
- (b) determining the total long service leave entitlement appropriate to that period of continuous service; and
- (c) deducting from the total entitlement, long service leave previously taken and any entitlement forfeited because of disciplinary action.

7.4.3 *Payment instead of long service leave not taken*

A person who ceases to be an employee and who at the date of ceasing to be an employee has an entitlement to long service leave as determined under clauses 7.4.1 and 7.4.2, will receive a payment instead of long service leave not taken.

7.4.4 *Calculation of payment*

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

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

7.4.5 *Calculation of payment in certain circumstances*

For the purposes of clause 7.4.4, the following provisions apply to the calculation of a person's entitlement to long service leave:

- (a) when an employee is made redundant, when all requirements of the termination, change and redundancy provisions have been met, the employee will be required to have one continuous year of service before being entitled to long service leave;
- (b) when an employee retires or is dismissed on the basis of mental or physical infirmity as determined by medical opinion obtained by the Employer, the employee will be required to complete 5 continuous years of service before being entitled to long service leave;
- (c) A *pro rata* payment for long service leave is payable to Employees who complete 7 years' service only if the employment is terminated:
 - (i) because of the death of the employee;
 - (ii) by the employee due to a "domestic or other pressing necessity" (this will be determined by the relevant case law);
 - (iii) by the employee because of their illness or incapacity; or
 - (iv) for a reason other than the employee's conduct, capacity or performance.
- (d) when an employee dies, the amount that would have been payable to the employee under clause 7.4.3 had that employee left the Employer in accordance with clause 7.4.5 on the date on which the employee actually died will be paid to the employee's dependants (if any) or, if there are no dependants, to the employee's personal representative. For the purposes of clause 7.4.5, a "dependant" of a deceased employee, means any person who, in the opinion of the Employer, was being wholly or substantially maintained or supported (otherwise than for full valuable consideration) by the deceased employee at the date of the employee's death.

7.5 Family leave

7.5.1 The provisions of the *Family Leave (Queensland Public Sector) Award - State 2012* apply to and are deemed to form part of this Award.

- 7.5.2
- (a) Maternity leave;
 - (b) Spousal leave;
 - (c) Adoption leave;
 - (d) Surrogacy leave;
 - (e) Part-time work;
 - (f) Carer's leave;
 - (g) Bereavement leave; and

(h) Cultural leave.

The conditions for paid family leave are found in a Directive relating to *Paid Parental Leave* issued by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

7.6 Public holidays

7.6.1 Minimum payment

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 (other than casual Employees) covered by this Award are entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the Holidays Act 1983 to be kept in place of that holiday), irrespective of the fact that no work is performed on such day. When an employee actually works on Labour Day or any substituted day, such employee will be paid in addition, a payment for the time actually worked between the normal starting and finishing times at one and one-half times the ordinary rates prescribed for such work with a minimum of 4 hours.

7.6.3 Annual show

All work done by Employees on a "Show Day" will be paid for at the rate of Double Time and One-half with a minimum of 4 hours. For the purposes of clause 7.6, "Show Day" is a holiday for the annual agricultural, horticultural or industrial show in a city or town which is specified from time to time by the Minister under the *Holidays Act 1983*.

No employee is entitled to receive payment for work performed on a "Show Day" on more than one occasion in each calendar year.

Authorised overtime worked on a public holiday is subject to the Overtime Cut-off Level.

7.6.4 Employees entitled to payment

All Employees are entitled to payment for the rostered ordinary hours of the employee for each of the public holidays referred to in clause 7.6 despite that no work is required to be performed.

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 Appointment and Transfer

8.1.1 A person appointed to the Employer or an employee who is transferred from one centre to another will be allowed expenses for the conveying of self, family and effects to the centre to which the appointment or transfer occurred, boarding and lodging and other items of expenditure related to taking up the position in accordance with the Employer's appointment and transfer expenses policy.

8.1.2 Except with the specific approval of the Employer, an employee will not be allowed expenses when the transfer was:

- (a) sought by the employee on compassionate grounds;
- (b) arose as a direct result of disciplinary action;
- (c) the result of mutual exchange between 2 Employees; or
- (d) sought by the employee on the basis that the transfer was needed to restore the employee's health and a medical certificate substantiating that claim was not produced before the transfer was approved.

8.2 Transfer of employees

An employee who has served for 3 years or more continuously in a position or positions in an isolated location shall be transferred without detriment, to some other position in a more favourable locality as soon as the opportunity offers.

8.3 Business travel expenses

Reimbursement for reasonable expenses for accommodation, meals and incidental expenses incurred by an employee will be paid in accordance with the Employer's business travel expenses policy. This will occur when an employee is:

- (a) travelling on official duty; or
- (b) required to take up duty away from normal headquarters to relieve another employee or to perform special duties.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

9.1.1 Commitment

The parties are committed to a highly trained and effective workforce. They agree that this involves a commitment to the provision of accredited training. The particular focus of this will be on those Employees who represent the future workforce.

9.1.2 The following principles will apply:

- (a) Training will be available in accordance with the National Public Services Training Package or agreed alternative accredited programs.
- (b) Subject to further discussions between the parties, including discussion about content of appropriate programs, the parties agree in principle to align the Employer's supported training programs with the relevant Australian Qualifications Framework (AQF) levels or equivalent in accordance with the following schedule:
 - (i) AQF III for Grade 1/Grade 2/Grade 3
 - (ii) AQF IV for Grade 4.
- (c) The accredited training will be made available to all Employees in classifications specified above and this training will be provided in accordance with the Employer's Study Assistance Program. The courses listed in Schedule B are classified as "highly desirable" for the purpose of the Study Assistance Program.

(d) The Employer will continue to provide training to meet business needs including technical training covering statutory claims, common law, case management, customer service, and induction.

(e) The parties reiterate the serious commitment to quality professional development and training for Employees.

9.1.3 While it is recognised that Queensland has a comprehensive, diverse and competitive training environment, the parties acknowledge that TAFE Queensland has the experience and expertise to provide suitable quality programs, in a variety of service delivery modes envisaged by this training agenda.

9.1.4 Employees are expected to attend scheduled training and development activities.

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

10.1 Equipment and amenities

Employees will be provided with the appropriate ergonomic equipment to ensure a safe working environment. All Employer premises will comply with the guidelines stipulated in the Workplace Amenities Advisory Standard and workplace health and safety legislation.

10.2 Occupational health and safety training

Employees designated as workplace health and safety officers will be provided with accredited training in the field of service industry.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

Clauses 11.1 and 11.2 replicate legislative provisions contained within the *Industrial Relations Act 1999*. In order to ensure the currency of existing legal requirements parties are advised to refer to Sections 366, 372 and 373 of that Act as amended from time to time.

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry Procedure

- (a) The authorised industrial official 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) 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) 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 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; and
- (b) the name of the award under which the employee is working; and
- (c) 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; and
- (d) Specific to award either:
 - (i) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid; or
 - (ii) piecework rates - details of the piecework performed and the rate at which payment is made to the employee;
- (e) the gross and net wages paid to the employee;
- (f) details of any deductions made from the wages; and
- (g) 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 employer's full name;
- (c) the employee's date of birth;
- (d) details of sick leave credited or approved, and sick leave payments to the employee;
- (e) the date when the employee became an employee of the employer;
- (f) if appropriate, the date when the employee ceased employment with the employer;

- (g) a casual Employees entitlement to long service leave (if any) 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 Justice and Attorney-General, in accordance with section 371 of the Act; or an authorised industrial officer in accordance with sections 372 and 373 or Act.

11.3 Union encouragement

11.3.1 The Employer recognises the right of individuals to join a Union. However, it is also recognised that Union membership remains at the discretion of individuals.

11.3.2 Subject to the relevant Union/s providing relevant documentation, an application for Union membership will be provided to all employees at the point of engagement.

11.3.3 Subject to the relevant Union/s providing relevant documentation, information on the Union/s will be included in induction materials.

11.3.4 A relevant Union representative will be provided with the opportunity to discuss Union membership with new Employees.

11.3.5 The Employer will provide a payroll deduction facilities for Union subscriptions.

11.4 Union delegates

11.4.1 The Employer acknowledges the constructive role democratically elected Union delegates undertake in the workplace in relation to Union activities that support and assist members. That role will be formally recognised, accepted and supported.

11.4.2 Employees will be given full access to Union delegates/officials during working hours to discuss any employment matter or seek Union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.

11.4.3 Provided that customer service and work requirements are not affected, delegates will be provided convenient access to facilities for the purpose of undertaking Union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.

11.4.4 Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

11.5 Industrial relations education leave

11.5.1 Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow Employees to effectively participate in consultative structures, perform a representative role and further the effective operation of the dispute avoidance and settlement procedure.

(a) Employees may be granted up to 5 working days paid time off per calendar year to attend Industrial Relations Education Sessions approved by the Employer or delegate. Leave exceeding 5 working days may be granted where approved structured training courses extend beyond 5 working days.

(b) Employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences and the ACTU Congress.

(c) The granting of industrial relations education leave or any additional leave should not impact adversely of customer service, work requirements or the effectiveness and efficiency of the work unit concerned. At the same time leave should not be unreasonably refused.

11.5.2 At the discretion of the Employer, Employees may be granted special leave without pay to undertake work with the relevant Union.

11.6 Posting of award

A true copy of this Award will be exhibited in a conspicuous and convenient place on the premises or the intranet facilities of the employer so as to be easily read by Employees.

SCHEDULE A - SALARIES

1.1 Fortnightly salary is determined by dividing annual salary by 26.0893 and rounding to 10 cents.

1.2 Salaries payable are as follows:

Grade	Pay Point	Per Fortnight \$	Per Annum \$	
1	1	972.50	25,371	
	2	997.50	26,024	
	3	1,111.40	28,996	
	4	1,136.40	29,648	
	5	1,180.90	30,808	
	6	1,205.90	31,460	
	Age 21	7	1,389.30	36,245
		8	1,409.10	36,762
		9	1,428.90	37,279
		10	1,448.70	37,796
		11	1,468.50	38,313
		12	1,492.30	38,934
		13	1,512.10	39,451
		14	1,535.90	40,071
		15	1,555.70	40,588
		16	1,575.60	41,105
	Graduate	17	1,595.40	41,622
		18	1,619.10	42,242
19		1,639.00	42,759	
20		1,666.70	43,483	
21		1,690.50	44,104	
22		1,714.30	44,724	
23		1,738.00	45,344	
24		1,765.80	46,068	
25		1,793.50	46,792	
2		1	1,761.80	45,965
	2	1,785.60	46,585	
	3	1,817.30	47,412	
	4	1,840.90	48,029	
	5	1,868.70	48,753	
	6	1,900.40	49,580	
	7	1,928.10	50,304	
	8	1,963.80	51,234	
	9	1,995.50	52,061	
	10	2,027.20	52,889	
	11	2,055.00	53,612	
3	1	2,023.20	52,785	
	2	2,051.00	53,509	
	3	2,082.70	54,336	
	4	2,110.40	55,060	
	5	2,138.20	55,784	
	6	2,169.90	56,611	
	7	2,197.60	57,335	
	8	2,233.30	58,265	
	9	2,265.00	59,093	
	10	2,304.60	60,127	

Grade	Pay Point	Per Fortnight \$	Per Annum \$
	11	2,332.40	60,850
4	1	2,288.80	59,713
	2	2,320.50	60,540
	3	2,348.20	61,264
	4	2,379.90	62,091
	5	2,411.70	62,918
	6	2,447.30	63,849
	7	2,479.00	64,676
	8	2,534.50	66,124
	9	2,578.10	67,261
	10	2,613.80	68,192
	11	2,645.50	69,019
5	1	2,582.10	67,365
	2	2,617.70	68,295
	3	2,657.40	69,329
	4	2,712.90	70,777
	5	2,752.50	71,811
	6	2,796.10	72,948
	7	2,847.60	74,292
	8	2,891.20	75,430
	9	2,938.80	76,671
	10	2,990.30	78,015
	11	3,029.90	79,049

1.3 Pay points 1 to 6 in Grade 1 are junior rates calculated as a percentage of the minimum age 21 rate (pay point 7) as follows:

Pay Point	Percentage of Pay Point 7
1	70.0
2	71.8
3	80.0
4	81.8
5	85.0
6	86.8

The rates of pay in this Award include rates from the Workcover Queensland Agreement 2000 - Certified Agreement as at 1 January 2002.

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2011 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, 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.

Dated 10 May 2012.

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

Operative Date: 10 May 2012