

WORKCOVER QUEENSLAND EMPLOYEES AWARD – STATE 2014

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PART 1—Title and Operation

1. Title

This award is known as the *WorkCover Queensland Employees Award – State 2014*.

2. Operation

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

3. Definitions and interpretation

Unless the context otherwise requires, in this award:

Act means the *Industrial Relations Act 1999*

commission means the Queensland Industrial Relations Commission

employee means a person employed pursuant to provisions of the *Workers' Compensation and Rehabilitation Act 2003* who is not an exempted employee

employer means the executive officer of the WorkCover Employing Office

executive officer means the executive officer of the WorkCover Employing Office appointed pursuant to section 475D of the *Workers' Compensation and Rehabilitation Act 2003*.

exempted employee means an employee who is required to perform duties above and beyond those prescribed in Schedule 1 for grades 1 to 3, inclusive, and who is also in receipt of a salary which is higher than the maximum level prescribed for a grade 4 employee in clause 12.2 provided that an employee paid in excess of the maximum level for grade 4 due to the operation of an certified agreement or determination shall not be an exempted employee

grade comprises a number of paypoints through which an employee will be eligible to progress

increment is an increase in salary from one paypoint to the next paypoint within a grade

paypoint means the specific rate of remuneration payable to an employee within a grade

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

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

spread of ordinary hours are between 0600 to 1800 Monday to Friday, inclusive

4. Coverage

This award applies to:

- (a) Persons employed by the WorkCover Employing Office pursuant to section 475F(1) of the *Workers' Compensation and Rehabilitation Act 2003* whose salaries or rates of pay are fixed by this award and who are not exempted employees; and
- (b) The executive officer of the WorkCover Employing Office in that person's capacity as the employer of such employees; and

- (c) Together Queensland, Industrial Union of Employees,
to the exclusion of any other award.

5. The Queensland Employment Standards and this award

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

6. Individual flexibility arrangements and facilitative award provisions

6.1 Individual flexibility arrangements

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

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

6.2 Procedures to implement facilitative award provisions

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

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

PART 2—Consultation and Dispute Resolution

7. Consultation

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

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

- (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (iv) an alteration of hours of work; or
- (v) the need to retrain employees; or
- (vi) the need to relocate employees to another workplace; or
- (vii) the restructuring of jobs.

8. Dispute resolution

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

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

Note—

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

8.2 Procedure for resolution of individual disputes

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

PART 3—Types of Employment and Termination of Employment

9. Types of employment

An employee may be employed on a full-time, part-time or casual basis and will be advised in writing of their employment category when they are appointed.

9.1 Full-time employment

A full-time employee is one that is engaged to work an average of 36.25 hours per week.

9.2 Part-time employment

- (a) A part-time employee is an employee who:
 - (i) is engaged to work a regular pattern of ordinary hours each fortnight which are less than the ordinary hours worked by an equivalent full-time employee; and
 - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked, a part-time employee will be paid no less than 1/36.25th of the minimum weekly rate of pay for their classification.
- (c) By mutual agreement with the employer a part-time employee may agree to work additional ordinary hours above those previously agreed under clause 9.2(a)(i). Any such additional ordinary hours worked within the spread of ordinary hours are to be either paid for at the ordinary time rate of salary plus a loading of 1/12th (8.33%) in lieu of annual leave or accrued as banked time as prescribed in clause 15.
- (d)
 - (i) subject to clause 9.2(d)(ii), where banked time arrangements (i.e. flexible working hours arrangements) as prescribed in clause 15 apply to a part-time employee, any additional ordinary hours worked above 7.25 hours and up to 9.5 hours on any one day shall be credited as banked time.
 - (ii) where any such additional hours are worked on a day not ordinarily worked by the part-time employee as part of their regular work pattern:
 - (A) the additional ordinary hours worked to a total of 7.25 ordinary working hours per day shall either be paid for at the ordinary hourly rate, which shall be taken into account in the *pro rata* calculation of all entitlements, **or**, at the election of the employee, be accrued as banked time; and
 - (B) any additional ordinary hours worked that exceed a total of 7.25 ordinary working hours per day and up to 9.5 hours shall be accrued as banked time.
- (e) All time worked in excess of 9.5 hours on any one day or outside the spread of ordinary hours is to be paid at the appropriate overtime rate prescribed in clause 18.2.

9.3 Casual employment

- (a)
 - (i) A casual employee is an employee who is engaged and paid as such.
 - (ii) A casual employee can not be employed to work more ordinary hours than are worked by an equivalent full-time employee each week or fortnight, as the case might be.
- (b) A casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements prescribed in Part 6 of this award, to those of an equivalent full-time employee who performs the same kind of work.
- (c) For each ordinary hour worked a casual employee will be paid no less than 1/36.25th of the minimum weekly rate of pay for their classification, plus a casual loading of 23%.
- (d) Each engagement stands alone, with a minimum payment as for 2 hours' work.
- (e) The casual loading of 23% is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.

- (f) Where applicable, a casual employee is entitled to the provisions of clause 18 (Overtime) and clause 23.1 (Payment for public holidays and for work on a public holiday) on their hourly rate of wage as provided for in clause 9.3(c).
- (g) The long service leave entitlement of casual employees is recorded in clause 22.

9.4 Probationary Service

- (a) Except where the employer and an employee agree to a different period or no period of probation prior to commencement of employment, the engagement of a full-time or part-time employee will in the first instance be subject to a probationary period of 3 months' duration. If a period of probation of longer than 3 months is agreed, it must:
 - (i) be agreed in writing; and
 - (ii) be a reasonable period having regard to the nature and circumstances of the employment.
- (b) The employer may terminate the employment of an employee who is on probation at any time during the probationary period.
- (c) Leave without pay or paid maternity leave; for any period, is not counted towards the probation service period.
- (d) Where an employee's service is considered satisfactory or where an employee's service exceeds the designated probationary period or agreed extension, the employee's appointment will be deemed to be confirmed.

9.5 Anti-discrimination

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

10. Termination of employment

10.1 Notice by the employer

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

10.2 Notice of termination by an employee

Unless otherwise agreed between the employer and an employee, the notice of termination required by an employee, other than a casual employee, will be 2 weeks or 2 weeks' salary forfeited in lieu. If an employee fails to give the required notice the employer will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate for the period of notice. The notice period cannot be counted as annual leave or part thereof.

10.3 Notice cannot be offset

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

10.4 Job search entitlement

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

10.5 Statement of employment

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

11. Redundancy

11.1 Redundancy pay

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

11.2 Transfer to lower paid duties

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

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

11.3 Employee leaving during notice

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

11.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) Clause 11.4 applies instead of clause 10.4 in cases of redundancy.

PART 4—Minimum Salary Levels, Allowances and Related Matters

12. Classifications and minimum salary levels

12.1 Classification Structure

Employees covered by this award are to be classified into the appropriate grade by reference to the classification structure contained in Schedule 1.

12.2 Minimum salary levels

- (a) The minimum salaries payable to employees covered by this award are prescribed in the table below:

Grade	Paypoint	Award Rate ¹ Per Fortnight ² \$	Award Rate ¹ Per Annum ² \$	
1	1	1,462	38,132	
	2	1,505	39,259	
	3	1,548	40,386	
	4	1,591	41,513	
	5	1,634	42,640	
	6	1,678	43,767	
	7	1,721	44,894	
	Graduate	8	1,764	46,021
	9	1,807	47,148	
	10	1,851	48,279	
	11	1,894	49,402	
2	1	1,860	48,528	

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Grade	Paypoint	Award Rate ¹ Per Fortnight ² \$	Award Rate ¹ Per Annum ² \$
	2	1,885	49,183
	3	1,919	50,056
	4	1,944	50,707
	5	1,973	51,471
	6	2,006	52,344
	7	2,036	53,108
	8	2,073	54,091
	9	2,107	54,964
	10	2,140	55,837
	11	2,170	56,601
3	1	2,136	55,728
	2	2,165	56,492
	3	2,199	57,366
	4	2,228	58,130
	5	2,257	58,894
	6	2,291	59,767
	7	2,320	60,531
	8	2,358	61,514
	9	2,391	62,387
	10	2,433	63,479
	11	2,462	64,243
4	The salary payable to an employee classified in this grade may be determined by the employer, in consultation with the employee, within the minimum and maximum levels prescribed.	Minimum	65,000
		Maximum	85,000

NOTES:

¹ Includes the arbitrated wage adjustment payable under the 1 September 2013 Declaration of General Ruling.

² Rounded to the nearest dollar.

- (b) The fortnightly salary is determined by dividing the annual salary by 26.0893 and rounding to the nearest dollar.
- (c) Salaries will be paid fortnightly by electronic funds transfer. Payment other than by this method will be at the discretion of the employer.

12.3 Work allocation

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

12.4 Incidental and peripheral tasks

The employer may direct an employee to carry out duties that are within the particular employee's skill, competence and training provided:

- (a) The direction does not affect the employee's entitlement to the higher duties allowance provided in clause 12.8; and

- (b) All directions are consistent with the employer's responsibilities to provide a safe and healthy working environment.

12.5 Factors relevant to remuneration on initial appointment

- (a) Employees covered by this award are to be allocated to a grade based on the work value assessment of the position to be occupied.
- (b) The general work level statements at Schedule 1 indicate the level of basic knowledge, comprehension of issues, problems and procedures, level of supervision required and the level of responsibility/accountability of the position that characteristically apply to each grade.
- (c) An employee is to be allocated to a paypoint within a grade, based on individual competence. Individual competence refers to the combination of skills, knowledge, experience, capabilities and personal attributes which a person applies in performing a position. The applicable rate of pay within the minimum and maximum scale specified for each grade shall be determined by the employer in consultation with the employee at the time of their appointment.
- (d) 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 8.

12.6 Factors relevant to movement within grades 1 to 3

- (a) Movement within grades 1 to 3 will be subject to individual performance, conduct, diligence and efficiency and will be subject to review at least annually. Individual performance refers to demonstrated performance in meeting objectives and personal contribution to team and corporate performance.
- (b) The procedure for assessing individual performance and competence will be as follows:
 - (i) positions are described in terms of job purposes, key accountabilities and competencies;
 - (ii) outcomes to be achieved will be negotiated with each employee during the performance planning phase each financial year, and
 - (iii) an employee's performance assessment will be conducted during the annual performance review, prior to their salary review.
- (c) Employees will be rated on their performance using the following criteria: "needs improvement", "effective" and "superior". The degree, to which an employee's salary will move within their grade will have regard to their annual performance rating.
- (d) Employees who achieve a rating of "effective" or "superior" for their annual review are entitled to progress the following number of paypoints:

superior	3 paypoints
effective	2 paypoints

- (e) Annual salary reviews are payable with effect from 1 October each year unless the review has been deferred because an employee was rated as "needs improvement".
- (f) Employees at grades 1 to 3, who complete relevant accredited training courses will be entitled to progress an additional paypoint 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

12.7 Factors relevant to movement between grades

Movement between grades will be merit based having regard to an employee's skills and capacity to undertake duties consistent with those set out in the general work level statements in Schedule 1, as well as individual position descriptions current at the time of promotion. All promotions are based on merit and ability to demonstrate the core competencies of the relevant position.

12.8 Performance of higher duties

- (a) Where an employee is directed to temporarily fill a position at a higher grade, the employee is to be paid a higher duties allowance as follows:
- (i) The difference between their current substantive salary and the first paypoint of the grade of the position being temporarily filled; or
 - (ii) If the employee is already being 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
 - (iii) If the employee does not undertake the full duties and responsibilities of the higher grade position being temporarily filled, the employee will receive a percentage of the difference between their current level of remuneration and the salary level of the position being temporarily filled, as determined by the employer pursuant to clause 12.8(b).
- (b) When determining the relevant percentage as per clause 12.8(a)(iii), the employer will consider the extent to which the employee has assumed the full duties and responsibilities of the position being temporarily filled.
- (c) Where 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.
- (d) Where 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.
- (e) 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 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:
- (i) leave on full salary; or
 - (ii) special leave without salary granted to enable the employee to claim workers' compensation; or
 - (iii) sick leave without salary.

- (f) Employees will be entitled to a higher duties increment when they have acted at a higher grade for a continuous period of 12 months.

13. Allowances and expenses

- (a) 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 of \$28.70 per fortnight.

- (b) Motor vehicle allowance

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

- (A) motor vehicle—\$0.75 per kilometre; and

- (B) motorcycle—\$0.25 per kilometre.

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

- (c) Overtime meal allowances and meal breaks

- (i) an employee required to work overtime for:

- (A) more than 2 hours after ordinary ceasing time or for more than one hour continuing beyond 1800 in the case of a day worker on any normal working day; or

- (B) more than 4 hours on a Saturday or Sunday;

shall be provided with an adequate meal at the employer's expense or paid a meal allowance of \$12.10 in lieu of the provision of such meal.

- (ii) where the employer requires the employee to continue working for a further four hours of continuous overtime work in either of the situations mentioned in clause 13(c)(i), the employee will be entitled to a 30 minute meal break and either provided with an adequate meal at the employer's expense or paid an additional meal allowance of \$12.10.

- (iii) where an employee has been given notice to work overtime on the previous working day or prior thereto, and has brought to work a prepared meal and such overtime is cancelled, the employee shall be paid a meal allowance of \$12.10 for such prepared meal.

- (d) Payment of allowances

Where practicable, payment of all allowances prescribed in clause 13 will be made to the employee concerned on the appropriate pay day within the next pay cycle.

- (e) Adjustment of allowances

- (i) the first aid allowance specified in clause 13(a) will be automatically increased from the same date and in the same manner as such monetary allowances are adjusted in any State Wage Case decision or other decision of the commission adjusting minimum wage rates in this award.

- (ii) also at the time of any adjustment to the wage rates in this award, expense related allowances at clauses 13(b) and (c), respectively will be automatically increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (iii) the applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

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

14. Superannuation

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

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

15. Hours of work and banked time arrangements

15.1 Definitions of terms used in clause 15

banked time is:

- (a) The amount of authorised time in lieu of paid overtime that an employee performs work:
 - (i) in excess of 7.25 hours on any one day;
 - (ii) outside the spread of ordinary hours;
 - (iii) on weekends;
 - (iv) on public holidays (or days in lieu of public holidays); and/or
 - (v) on recalls to duty.

banked time leave is an approved absence during working hours, excluding leave as detailed in Part 6 of this award

carryover is the amount of accumulated banked time an employee can carry over between consecutive workdays and workcycles

core hours are 0900 to 1200 and 1400 to 1600

workcycle means a period of 28 consecutive days duration which start from a Monday on alternate pay periods

15.2 Maximum ordinary hours

- (a) Subject to clause 15.4 the maximum ordinary hours of duty for employees covered by this award, exclusive of meal breaks, shall be 7.25 hours per day and 36.25 hours per week to be worked within the spread of ordinary hours Monday to Friday inclusive.
- (b) Unless they have prior approval, employees must attend work during **core hours**.

15.3 Part-time employees

For the purposes of banked time accrual and overtime in clauses 15.4 and 18, where there is a reference to 7.25 hours in a day, this is to be substituted by the number of hours agreed under clause 9.2.

15.4 Banked time accrual

- (a) By mutual agreement with the employer all full-time and part-time employees can accrue **banked time** in lieu of paid overtime.
- (b) When an employee reaches a **banked time** accrual of 7.25 hours, the approval of the employer must be obtained before they can work in excess of 7.25 hours on any subsequent day.
- (c) Accrued and unused **banked time** accumulates and carries over from one working day to the next, from one working week to the next and from one **workcycle** to the next.
- (d) Subject to clause 15.4(e) **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 14.5 hours.
- (e) If, at the end of a **workcycle**, an employee's **carryover** is in excess of 14.5 hours no payment will be made for such excess period and the excess time will be forfeited unless exceptional circumstances apply. Examples of such circumstances include:
 - (i) when such employee was refused **banked time leave** due to a specific direction by the employer and, as a result, exceeded the maximum **carryover**;
 - (ii) when it is mutually agreed between the employer and the employee to work certain hours, e.g. during peak work periods or project requirements; 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**;
- (f) The employer may direct an employee to work specified hours when the employee's time management, performance or attendance is unsatisfactory. If such an employee works any authorised time in excess of the specified hours, subject to approval of the employer, the employee may accrue **banked time** or may be paid overtime.
- (g) 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 and it is approved by the employer, an employee may accumulate **banked time** prior to cessation of duty and the employer will authorise payment upon cessation of duty for all **banked time** at ordinary rates.

15.5 Banked time leave

An employee may be granted **banked time leave** when:

- (a) The employee has accumulated the required amount of **banked time** prior to taking the **banked time leave** required;
- (b) The prior approval of the employer has been obtained; and
- (c) The granting of **banked time leave** is conducive to operational convenience.

16. Meal breaks

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

17. Rest pauses

- (a) All employees are entitled to a paid rest pause of 10 minutes' duration in the employer's time in the first and second half of the working day, subject to the following:
 - (i) a total of 10 minutes for an employee who works for more than 3 hours but less than 6 ordinary hours in any day; or
 - (ii) a total of 20 minutes for an employee who works for at least 6 ordinary hours in any day.
- (b) All rest pauses shall be taken at such times as will not interfere with the continuity of work where such continuity is necessary.

18. Overtime

18.1 Overtime - general

- (a) Employees shall work reasonable overtime whenever necessary in the opinion of the employer, but 24 hours' notice shall be given, where practicable, to an employee required to work overtime.
- (b) The employer may determine that overtime will be paid to an employee who:
 - (i) works more than 7.25 hours on any day when they have a banked time accrual of 7.25 hours or more; or
 - (ii) works outside the spread of ordinary hours on any day; or
 - (iii) works in excess of 9.5 hours on any day.
- (c) 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.
- (d) An employee who is recalled to perform work will be paid for the time worked at the overtime rate provided in clause 18.2 with a minimum payment as for 2 hours' work.
- (e) An employee on call, who is requested to provide advice, without the need to return to the workplace, will be paid at the appropriate overtime rate prescribed in clause 18.2 for the actual time worked. Any overtime payable shall be in addition to the on call allowances prescribed in clause 18.4.

- (f) An employee on call who is recalled to perform work during an off duty period will be provided with transport to and from the employee's home, or the cost of such transport will be refunded to the employee.
- (g) The minimum payments in clauses 18.1(d) and 18.2 do not apply where such overtime is performed immediately preceding and/or following ordinary hours.

18.2 Payment for overtime

Except as provided in clauses 15.3 and 15.4(a), overtime will be paid at the following rates:

Day worked	Hours worked	Overtime Rate
Monday to Friday – if greater than 7.25 hours per day or outside the spread of ordinary hours	First three hours	time and one-half
	After three hours	double time
Saturday – Minimum as for 2 hours' work	First three hours	time and one-half
	After three hours	double time
Sunday – Minimum as for 2 hours' work	All hours	double time
Public holidays	All hours	see clause 23.1

18.3 Banked time in lieu of payment for authorised overtime

- (a) In lieu of payment for authorised overtime in accordance with clause 18.2, an employee by agreement with the employer may accrue banked time on a time for time basis.
- (b) Notwithstanding clause 18.3(a), banked time will be calculated at an accrual rate of time and one-half when the actual hours of authorised overtime are worked in the following situations:
 - (i) on Saturday and Sunday;
 - (ii) on 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;
 - (iii) when employees are recalled to duty, with a minimum as for 2 hours' work.

18.4 On call allowance

Where an employee is instructed to be available on call outside the spread of ordinary hours, the employee must be paid, in addition to the ordinary rate of pay, an allowance in accordance with the following scale:

- (a) Where the employee is on call throughout the whole of a rostered day off or a public holiday: 95% of the hourly rate of grade 2 in respect of each such instance;
- (b) Where an employee is on call during the night only of a rostered day off, an accrued day off or a public holiday: 60% of the hourly rate of grade 2 per night; and
- (c) Where an employee is on call on any other night: 47.5% of the hourly rate of grade 2 per night.

18.5 On call – additional payments

- (a) Where an employee is instructed to be available on call outside the ordinary or rostered working hours for duty, the employee must be paid, in addition to the ordinary rate of pay, an allowance in accordance with the following scale:
 - (i) where the employee is on call throughout the whole of a rostered day off or a public holiday: 95% of the hourly rate of grade 2, paypoint 2, in respect of each such instance;
 - (ii) where an employee is on call during the night only of a rostered day off, an accrued day off or a public holiday: 60% of the hourly rate of grade 2, paypoint 2, per night; and
 - (iii) where an employee is on call on any other night: 47.5% of the hourly rate of grade 2, paypoint 2, per night.
- (b) For the purpose of calculating the hourly rate, the divisor shall be based upon a 36.25 hour week and calculated to the nearest 5c.
- (c) For the purpose of clause 18.5, a **night** is considered any time falling outside of the normal spread of ordinary hours.

18.6 Recall to duty – from on call

- (a) An employee on call who is recalled to perform duty will be paid for such overtime at the appropriate overtime rate prescribed in clause 18.2.
- (b) An employee on call, who is requested by the employer or delegated authority to provide advice, without the need to return to the workplace, will be paid at the appropriate overtime rate prescribed in clause 18.2 for the actual time worked up to a maximum of 2 hours on any one day.
- (c) Any overtime payable shall be in addition to the on call allowances prescribed in clause 18.5.

18.7 Recall to duty – other than from on call

- (a) An employee (**other than an employee on call**) who is recalled to perform duty will be paid for the time worked at the prescribed overtime rate with a minimum payment as for 2 hours' work.
- (b) The minimum payment as prescribed in clause 18.7(a) does not apply where such overtime is performed immediately preceding and/or following ordinary hours of duty.

18.8 Fatigue leave/rest period after overtime

- (a) If an employee works so much overtime that 10 consecutive hours off duty has not occurred before they are rostered to return to work, they 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.
- (b) If on the instructions of the employer, an employee resumes or continues work without having had 10 consecutive hours off duty, the employee will be paid double time until released from duty. The employee will then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary time.

PART 6—Leave of Absence and Public Holidays

19. Annual leave

Annual leave is provided for in Division 3 of the QES. Clauses 19.1 to 19.5 supplement the QES.

19.1 Payment for annual leave

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

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

19.2 Taking annual leave in advance

By agreement between the employer and an employee a period of annual leave may be taken in advance of the entitlement accruing. If leave is taken in advance and the employment terminates before the entitlement has accrued the employer may make a corresponding deduction from any money due to the employee on termination.

19.3 Annual close down

- (a) When there is a compulsory closure or partial closure over the Christmas/New Year period, all affected 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.
- (b) For the purpose of clause 19.3(a) **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 or partial closure of employer's offices over the Christmas/New Year period or such closure or restricted staffing as the employer determines.

19.4 Direction to take annual leave

The employer may direct an employee to take paid annual leave if the employee has accrued more than eight weeks' annual leave, and the employer and employee are unable to reach agreement on the taking of the leave. The employer must give an employee at least 28 days' notice prior to the date the employee is required to commence the leave.

19.5 Broken annual leave

By agreement between the employer and an employee annual leave may be taken in broken periods.

20. Personal leave

- (a) Personal leave is provided for in Division 4 of the QES and covers:
 - (i) sick leave;
 - (ii) carer's leave;
 - (iii) bereavement leave; and

- (iv) cultural leave.
- (b) In addition to the provisions of Subdivision 2 of Division 4 of the QES an employee is entitled to use any sick leave to which they have an entitlement for carer's leave purposes.
- (c) An employee may also elect, with the consent of the employer, to take annual leave for carer's leave purposes.
- (d) The employer may dispense with the requirement for the employee to provide a medical certificate when the employee's absence is no longer than 3 consecutive working days.
- (e) 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:
 - (i) in the case of annual leave, the period of illness is in excess of 3 working days; or
 - (ii) in the case of long service leave, the period of illness is at least 1 week.
- (f)
 - (i) if the employer reasonably suspects that an employee's absence or unsatisfactory performance is caused by mental or physical illness or disability, the employer may direct the employee to submit to a medical examination for the purpose of determining the employee's capacity to attend and satisfactorily perform work.
 - (ii) the employer may arrange for a medical practitioner to examine an employee and will request the practitioner to provide a report of the examination. 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.

21. Parental leave

- (a) Parental leave is provided for in Division 5 of the QES and covers:
 - (i) birth-related leave for an employee who is pregnant or whose spouse gives birth;
 - (ii) adoption leave; and
 - (iii) surrogacy leave.
- (b) Notwithstanding the provisions of Subdivision 2 of Division 5 of the QES, all full-time and part-time employees are entitled to parental leave upon commencement of employment.
- (c) An employee who is pregnant, during the term of her pregnancy until 6 weeks before the expected date of birth of her child, or lesser period as approved by the employer, may request to work part-time or other flexible work arrangements.
- (d) An employee who has taken leave to attend compulsory interviews or examinations as part of an adoption process or who has taken leave to attend compulsory interviews or court hearings associated with a surrogacy arrangement may request that such leave be taken as paid annual leave.
- (e) In addition to the provisions of Subdivision 6 of Division 5 of the QES an employee who has returned to work on a part-time basis may seek to return to the position they held prior to commencing parental leave.

- (f) If the position mentioned in clause 21(e) no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is, as nearly as possible, comparable in status and remuneration to that of the employee's former position.
- (g) The employer must make a position to which the employee is entitled available to the employee.

22. Long service leave

- (a) Long service leave, including for casual employees, is provided for in Division 6 of the QES. Clause 22(b) supplements the QES.
- (b) In lieu of the provisions of section 71HB(2)(a) and (b) of the Act, employees who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.

23. Public holidays

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

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

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

24. Jury service

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

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

25. Business travel expenses

Employees required to work away from their usual headquarters shall be provided where necessary, as determined by the employer, with reasonable transport, accommodation and paid reasonable compensation for fares, accommodation and meals.

Schedule 1—Classification Structure – Work Level Statements

S1.1 Grade 1

A grade 1 position is one in which employees perform tasks and service requirements given authority within defined limits and employer established guidelines. Grade 1 employees are responsible for their own work which is performed within established routines, methods and procedures.

Typical activities and skills may include but are not limited to:

- receiving, sorting, distributing, scanning and indexing correspondence and documents;
- registering new claims;
- processing provider and settlement payments in accordance with legislation and delegation;
- other administrative functions associated with provider payments and claim registrations;
- performing defined data entry/enquiry tasks; and/or
- communicating with internal and external customers, in particular medical and allied health providers and common law service providers.

Indicative job list: Business Support Administrator

S1.2 Grade 2

A grade 2 position is one in which tasks and service requirements are performed using a more extensive range of skills and knowledge at a higher level than required in grade 1. The positions encompass limited discretion in achieving task outcomes. Those employed at this grade are responsible and accountable for their own work, and may be expected to provide guidance or training to other staff.

Typical activities and skills may include but are not limited to:

- gathering information for timely determination and payment of claims;
- assessment and collection of premium and other associated insurance activities;
- liaising with employer customers regarding claims management and premium assessment;
- answering enquiries in a call-centre; and/or
- ensuring records are maintained in accordance with internal and external requirements.

Indicative job list: Customer Support Representative, Claims Representative

S1.3 Grade 3

A grade 3 position is one in which tasks and service requirements are performed using a more extensive range of skills and knowledge at a level higher than required at grade 2. Those employed at this grade are responsible for their own work and may be expected to provide guidance or training to other staff.

Positions at this grade require the application of relevant specialist knowledge and experience. Those employed at this grade would be required to advise on a range of activities and contribute to the determination of objectives within the required area of expertise.

Typical activities and skills may include but are not limited to:

- managing an industry specific portfolio of customers, including building knowledge of customers' business and industry and developing relationships, working with those customers to prevent injuries and minimise claim durations and costs, including identifying industry trends;
- delivering effective claims management services across both the Statutory and Common Law processes, including ensuring effective implementation of suitable duties plans/return to work programs and working to achieve long term employment outcomes, within service standards;

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- other specialised functions to assist with premium and claim management services; and/or
- ensuring records are maintained in accordance with internal and external requirements.

Indicative job list: Customer Advisor.

S1.4 Grade 4

A grade 4 position is one which may be utilised by the employer to classify an employee who is not an exempted employee who works in a position which requires the exercise of a more extensive range of skills, knowledge, experience and expertise than ordinarily required by an employee classified at grade 3.

Schedule 2—Supported Wage System

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

S2.2 In this Schedule:

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

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

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

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

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

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

S2.3 Eligibility criteria

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

S2.4 Supported wage rates

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

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

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

S2.5 Assessment of capacity

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

S2.6 Review of assessment

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

S2.7 Other terms and conditions of employment

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

S2.8 Workplace adjustment

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

S2.9 Trial period

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