

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016

WorkCover Queensland Employees Award - State 2015

Matter No. B/2020/40, B/2020/41 and B/2020/43

REPRINT OF AWARD UNDER SECTION 980

Certification of Reprint

Following the general ruling made by the Commission in the 2020 State Wage Case, the *WorkCover Queensland Employees Award - State 2015* is hereby reprinted, under s 980 of the *Industrial Relations Act 2016*.

I hereby certify that the Award contained herein is a true and correct copy of the *WorkCover Queensland Employees Award - State 2015* as at 1 September 2020.

Name of modern award: *WorkCover Queensland Employees Award - State 2015*

Operative date of the modern award reprint: 1 September 2020

Operative date of modern award: As per clause 2 of the modern award

By the Registrar

M. SHELLEY

1 September 2020

WORKCOVER QUEENSLAND EMPLOYEES AWARD – STATE 2015

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PART 1 - Title and Operation

1. Title

This Award is known as the *WorkCover Queensland Employees Award - State 2015*.

2. Operation

This Award operates from 19 November 2015.

3. Definitions and interpretation

Unless the context otherwise requires, in this Award:

Act means the *Industrial Relations Act 2016*

Australian Qualifications Framework (AQF) means the national system of recognition for the issue of vocational qualifications

Commission means the Queensland Industrial Relations Commission

employee means a person employed pursuant to provisions of the *Workers' Compensation and Rehabilitation Act 2003*

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*

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

increment means for all employees 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 3 of Chapter 2 of the Act

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

union means Together Queensland, Industrial Union of Employees

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
- (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

This Award together with the QES provide for a minimum safety net of enforceable conditions of employment for employees covered by this Award.

6. Enterprise flexibility and facilitative award provisions

6.1 Enterprise flexibility

- (a) As part of a process of improvement in productivity and efficiency, discussion should take place at an enterprise level to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- (b) The consultative processes established in an enterprise in accordance with clause 6.1 may provide an appropriate mechanism for consideration of matters relevant to clause 6.1(a). Union delegates at the place of work may be involved in such discussions.
- (c) Any proposed genuine agreement reached between the executive officer and employees in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 4 of the Act and is to have no force or effect until approval is given.

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 executive officer and the union, or the executive officer 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 or between management and the union depending on the particular award provisions.
- (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) Facilitative award provisions can only be implemented by agreement.
- (d) In determining the outcome from facilitative provisions neither party should unreasonably withhold agreement.
- (e) Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the union depending upon the particular award provisions.
- (f) Where a provision refers to agreement by the majority of employees affected, all employees directly affected shall be consulted. This consultation shall be undertaken where practicable as a group, or in groups. Should the consultation process identify employees with 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.
- (g) Any agreement reached must be documented and shall incorporate a review period.

- (h) 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 a change to the shift roster, the union is to be notified in writing at least one week in advance of agreement being sought.

PART 2 - Dispute Resolution

7. Dispute resolution

7.1 Prevention and settlement of disputes - Award matters

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Award by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (b) 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.
- (c) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (d) In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures shall apply:
 - (i) the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
 - (ii) if the matter is not resolved as per clause 7.1(d)(i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;
 - (iii) if the matter remains unresolved it may be referred to the executive officer for discussion and appropriate action. This process should not exceed 14 days;
 - (iv) if the matter is not resolved then it may be referred by either party to the Commission.
- (e) Nothing contained in this procedure shall prevent the union or the executive officer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

7.2 Employee grievance procedures - other than Award matters

- (a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- (b) The following procedure applies to all industrial matters within the meaning of the Act:
 - Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to solve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.

Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's union representative during the course of Stage 2.

Stage 3: If the grievance is still unresolved, the manager will advise the executive officer and the aggrieved employee may submit the matter in writing to the executive officer if such employee wishes to pursue the matter further. If desired by either party the matter shall also be notified to the union.

- (c) The executive officer shall ensure that:
- (i) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
 - (ii) the grievance shall be investigated in a thorough, fair and impartial manner.
- (d) The executive officer may appoint another person to investigate the grievance. The executive officer may consult with the union in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.
- (e) If the matter is notified to the union, the investigator shall consult with the union during the course of the investigation. The executive officer shall advise the employee initiating the grievance, such employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.
- (f) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
- Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.
 - Stage 2: Not to exceed 7 days.
 - Stage 3: Not to exceed 14 days.
- (g) If the grievance is not settled the matter may be referred to the Commission by the employee or the union.
- (h) Subject to legislation, while the grievance 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 grievance 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.
- (i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

PART 3 - Types of Employment, Consultation and Termination of Employment

8. 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 at the time of their appointment.

8.1 Full-time employment

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

8.2 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 shall be paid no less than 1/72.5th of the minimum fortnightly rate of pay for their classification.
- (c) By mutual agreement with the executive officer a part-time employee may agree to work additional ordinary hours above those previously agreed under clause 8.2(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 8.2(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 by a part-time employee 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.

8.3 Casual employment

- (a)
 - (i) A casual employee is an employee who is engaged and paid as such.
 - (ii) A casual employee cannot be employed to work more ordinary hours than are worked by an equivalent full-time employee each week or fortnight, as the case may 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 shall be paid no less than 1/72.5th of the minimum fortnightly rate of pay for their classification plus a casual loading of 23%.
- (d) Each casual 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 8.3(c).
- (g) The long service leave entitlement of casual employees is recorded in clause 22.

8.4 Probationary employment

- (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.

8.5 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 8.5 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.

9. Termination of employment

9.1 Notice of termination by the employer

Notice of termination by the employer is provided for in Division 13 of the QES. Clauses 9.2 to 9.5 supplement the QES provisions.

9.2 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 two weeks or two 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 of salary for the period of notice not provided.

9.3 Notice cannot be offset

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

9.4 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.

9.5 Statement of employment

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

10. Redundancy

10.1 Redundancy pay

Redundancy pay is provided for in Division 13 of the QES. Clauses 10.2 to 10.9 supplement the QES provisions.

10.2 Consultation before termination

- (a) Where the employer decides that the employer no longer wishes the job an employee/s 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/s directly affected and, where relevant, their union.
- (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 10.2(a) and shall cover the reasons for the proposed terminations and measures to avoid or minimise the terminations and/or their adverse effects on the employee/s concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employee/s concerned and, where relevant, their union, 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.

- (d) Notwithstanding the provision of clause 10.2(c), the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

10.3 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.

10.4 Employee leaving during notice period

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.

10.5 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 10.5 applies instead of clause 9.4 in cases of redundancy.

10.6 Transmission of business

- (a) Where a business is, whether before or after the date of commencement of this 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 transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clauses 10.6 and 10.7, '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.

10.7 Exemption where transmission of business

The provisions of clause 10.6 are not applicable where a business is, before or after the date of commencement of this Award, transmitted from the employer (transmittor) to another employer (transmittee) in any of the following circumstances:

- (a) 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
- (b) where the employee rejects an offer of employment with the transmittee:
 - (i) 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
 - (ii) 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.

10.8 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.

10.9 Employees exempted

Clauses 10.1 to 10.8 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to an employee engaged for a specific period or task/s; or
- (c) to a casual employee; or
- (d) to an employee with less than one year's continuous service, in which case the general obligation on the employer should be no more than to give the relevant employee 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 employee of suitable alternative employment.

11. Consultation - Introduction of changes

11.1 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.
- (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.
- (c) Where the Award makes provision for alteration of any of the matters referred to in clauses 11.1(a) and (b) an alteration shall be deemed not to have significant effect.

11.2 Employer's duty to consult over change

- (a) The employer shall consult the employees affected and, where relevant, their union 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 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 11.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union, 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.
- (d) Notwithstanding the provision of clause 11.2(c) the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

PART 4 - Minimum Salary Levels, Allowances and Related Matters

(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 (Supported Wage System) apply.)

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:

WorkCover Queensland Employees Award – State 2015

Grade	Paypoint	Award Rate¹ Per Annum \$²	Fortnightly Rate³ \$²
1 Graduate	1	46,228	1,772
	2	47,558	1,823
	3	48,922	1,875
	4	50,287	1,928
	5	51,652	1,980
	6	53,018	2,032
	7	54,384	2,085
	8	55,749	2,137
	9	57,113	2,189
	10	58,482	2,242
	11	59,843	2,294
2	1	58,786	2,253
	2	59,577	2,284
	3	60,637	2,324
	4	61,424	2,354
	5	62,349	2,390
	6	63,407	2,430
	7	64,334	2,466
	8	65,525	2,512
	9	66,581	2,552
	10	67,638	2,593
	11	68,563	2,628
3	1	67,506	2,588
	2	68,432	2,623
	3	69,491	2,664
	4	70,417	2,699
	5	71,342	2,735
	6	72,398	2,775
	7	73,326	2,811
	8	74,516	2,856
	9	75,574	2,897
	10	76,896	2,947
	11	77,821	2,983
4	1	76,365	2,927
	2	77,424	2,968
	3	78,352	3,003
	4	79,409	3,044
	5	80,465	3,084
	6	81,656	3,130
	7	82,714	3,170
	8	84,566	3,241
	9	86,019	3,297
	10	87,210	3,343
	11	88,268	3,383
5	1	86,152	3,302
	2	87,342	3,348
	3	88,665	3,399
	4	90,517	3,470
	5	91,838	3,520
	6	93,293	3,576
	7	95,012	3,642

Grade	Paypoint	Award Rate¹ Per Annum \$²	Fortnightly Rate³ \$²
	8	96,467	3,698
	9	98,053	3,758
	10	99,772	3,824
	11	101,096	3,875

Notes:

- ¹ Includes the arbitrated wage adjustment payable under the 1 September 2020 Declaration of General Ruling.
² Rounded to the nearest dollar.
³ Fortnightly salaries (annual rate ÷ 26.089) are for reference purposes only.

(b) Payment of salaries

Salaries shall 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 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) An employee covered by this Award is 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 shall be paid not less than grade 1, paypoint 8.

12.6 Factors relevant to movement within grades 1 to 5

- (a) Movement within grades 1 to 5 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) An employee at grades 1 to 5, who completes a relevant accredited training course will be entitled to progress an additional paypoint within their grade. The course 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 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 clauses 12.8(b) to (d), inclusive.
- (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) An employee 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

13.1 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 shall be paid an additional \$34.40 per fortnight.

13.2 Motor vehicle allowance

- (a) Where the employer requires an employee to use their own vehicle in or in connection with the performance of their duties, the employee shall be paid an allowance for each kilometre of authorised travel as follows:
 - (i) motor vehicle - \$0.80 per kilometre; and
 - (ii) motorcycle - \$0.27 per kilometre.
- (b) The employer may require an employee to record full details of all such official travel requirements in a log book.

13.3 Overtime meal allowances and meal breaks

- (a) An employee required to work overtime for:
- (i) 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
 - (ii) 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 \$14.10 in lieu of the provision of such meal.
- (b) Where the employer requires the employee to continue working for a further 4 hours of continuous overtime work in either of the situations mentioned in clause 13.3(a), the employee shall 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 \$14.10.
- (c) 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 \$14.10 for such prepared meal.

13.4 Payment of allowances

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

13.5 Adjustment of monetary allowances

- (a) The first-aid allowance specified in clause 13.1 (first-aid allowance) shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.2 (motor vehicle allowance) and 13.3 (overtime meal allowance and meal breaks), respectively, shall be automatically adjusted 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.
- (c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0 - Table 7)</u>
Motor vehicle allowance (last adjusted 1 September 2019)	Private motoring sub-group
Overtime meal allowance (last adjusted 1 September 2020)	Take-away and fast foods sub-group

14. Superannuation

- (a) Subject to Commonwealth legislation and clause 14(b), the employer must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).

- (b) Where Commonwealth 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 the appropriate fund prescribed in the abovementioned Queensland legislation.

PART 5 - Hours of Work and Related Matters

15. Hours of duty and banked time arrangements

15.1 Definitions of terms used in clause 15

banked time is:

The amount of authorised time in lieu of paid overtime that an employee performs work:

- (a) in excess of 7.25 hours on any one day;
- (b) outside the spread of ordinary hours;
- (c) on weekends;
- (d) on public holidays (or days in lieu of public holidays); and/or
- (e) 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 8.2.

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.
- (h) An employee may be granted **banked time leave** when:
 - (i) the employee has accumulated the required amount of **banked time** prior to taking the **banked time leave** required;
 - (ii) the prior approval of the employer has been obtained; and
 - (iii) 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 shall 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 shall 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 shall be paid for authorised overtime at the rate applicable to relieving in that higher grade.
- (d) An employee who is recalled to perform work shall 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 shall 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, 15.4(a) and 18.1(g), overtime shall 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 3 hours	time and one-half
	After 3 hours	double time
Saturday - Minimum as for 2 hours' work	First 3 hours	time and one-half
	After 3 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

- (a) Where an employee is instructed to be available on call outside the ordinary or rostered working hours for duty, the employee shall be paid 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 \$0.05.
- (c) For the purpose of clause 18.4, a **night** is considered any time falling outside of the normal spread of ordinary hours.

18.5 Recall to duty - from on call

- (a) An employee on call who is recalled to perform duty shall 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, shall 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 18.4.

18.6 Recall to duty - other than from on call

- (a) An employee (**other than an employee on call**) who is recalled to perform duty shall 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 18.6(a) does not apply where such overtime is performed immediately preceding and/or following ordinary hours of duty.

18.7 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 shall 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 5 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 Christmas/New Year closure

- (a) When there is a compulsory closure or partial closure over the Christmas/New Year period, all affected employees shall have their annual leave entitlement debited (other than a **concessional day**) by the number of ordinary working days, or hours in the case of part-time employees, they would ordinarily 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 6 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 6 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) An application for sick leave of more than 3 days is to be supported by a medical certificate or any other evidence that is acceptable to the employer.
- (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 to the employer for sick leave instead of annual leave 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 8 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 8 of the QES, all full-time and part-time employees are entitled to parental leave upon commencement of employment.
- (c) (i) An employee who is pregnant, whether or not she has given her employer written notice of the date/s on which she proposes to start and/or end maternity leave, must:
 - (A) commence maternity leave at least 6 weeks prior to the expected date of birth of her child; and
 - (B) remain on maternity leave until at least 6 weeks after the birth of the child.
- (ii) An employer may at the request of the employee and on receipt of a certificate from a medical practitioner certifying that in the opinion of the medical practitioner:
 - (A) the employee is fit for duty until a specified date - reduce the period mentioned in clause 21(c)(i)(A); or
 - (B) the employee is fit to resume duty - reduce the period mentioned in clause 21(c)(i)(B).
- (iii) If the employer makes a decision under clause 21(c)(ii)(A) to reduce the period, the approval is of effect until:
 - (A) the day specified in the medical certificate; or
 - (B) the day 14 days after the day the employer revokes the decision by giving written notice to the employee; or
 - (C) the employee commences maternity leave; or
 - (D) the day of the employee's confinement,whichever happens first.
- (d) 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.
- (e) 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.
- (f) In addition to the provisions of Subdivision 6 of Division 8 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.
- (g) If the position mentioned in clause 21(f) 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.
- (h) The employer must make a position to which the employee is entitled available to the employee.
- (i) (i) An employee who is the parent of a child may apply, at any time, to their employer to work on a part-time basis in order to be the child's primary caregiver when not at work.

- (ii) The requirements concerning the manner in which the employee may make an application to work part-time under clause 21(i)(i) are the same as those contained in the QES with respect to applications to return to work on a part-time basis for an employee on parental leave (i.e. s 75).
- (iii) The period in relation to which an application under clause 21(i) may be made cannot extend beyond the day the child is required to be enrolled for compulsory schooling under the *Education (General Provisions) Act 2006*.
- (iv) The requirements concerning the manner by which the employer is to assess any application by an employee to work part-time are the same as those contained in the QES with respect to assessing applications to return to work on a part-time basis for an employee on parental leave (i.e. s 76).

22. Long service leave

- (a) Long service leave, including for casual employees, is provided for in Division 9 of the QES. Clause 22(b) supplements the QES.
- (b) In lieu of the provisions of sections 95(2)(a) and (b) of the Act, all 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 10 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, shall 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 shall, 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 shall 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 shall 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 12 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.

PART 8 - Training and Related Matters

26. Training, learning and development

- (a) The parties to this Award recognise that in order to increase efficiency and productivity a greater commitment to learning and development is required.
- (b) Accordingly, the parties commit themselves to developing a more highly skilled and flexible workforce and providing employees with career opportunities through appropriate training to acquire additional skills and knowledge for performance of their duties.
- (c) WorkCover Queensland shall establish a consultative mechanism and procedure involving representatives of management, employees and the union as determined by the executive officer, having regard to the size, structure and needs of the employer.
- (d) Following consultation, the executive officer shall develop a learning and development strategy consistent with:
 - (i) the current and future needs of the employer;
 - (ii) the size, structure and nature of the operations of the employer; and
 - (iii) the need to develop vocational skills relevant to the employer through courses conducted wherever possible by accredited educational institutions and providers.
- (e) Learning and development may be both on-the-job or off-the-job and either internal or external to the organisation.
- (f) Learning and development provided should assist employees in obtaining accredited competencies, knowledge and skills consistent with the AQF.
- (g) All such learning and development should be directed at enabling employees to enhance skills relevant to duties to be performed. Employees will be expected to attend scheduled learning and development activities.

PART 9 - Occupational Health and Safety Matters, Equipment and Amenities

27. Equipment and amenities

Employees will be provided with the appropriate ergonomic equipment to ensure a safe working environment.

28. 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 10 - Union Related Matters

29. Union encouragement

- (a) The parties recognise the right of individuals to join a union and will encourage that membership. However, it is also recognised that union membership remains at the discretion of individuals.
- (b) An application for union membership and information on the union will be provided to all employees at the point of engagement.
- (c) Information on the union will be included in induction materials.
- (d) Union representative/s will be provided with the opportunity to discuss union membership with new employees.

30. Union delegates

- (a) The parties acknowledge 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.
- (b) 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.
- (c) Provided that service delivery and work requirements are not unduly 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.
- (d) 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.

31. Industrial relations education leave

- (a) 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 grievance and dispute settlement procedures.
- (b) Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year, approved by the executive officer, to attend industrial relations education sessions.
- (c) Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the executive officer, the union and the employee.

- (d) Upon request and subject to approval by the executive officer, employees may be granted paid time off in special circumstances to attend management committee meetings, union conferences, and Australian Council of Trade Unions (ACTU) Congress.
- (e) The granting of industrial relations education leave or any additional special leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the work unit concerned. At the same time, such leave shall not be unreasonably refused.
- (f) At the discretion of the executive officer, employees may be granted special leave without pay to undertake work with their union.

32. Right of entry

- (a) Authorised industrial officer
 - (i) An 'authorised industrial officer' is any union official holding a current authority issued by the Industrial Registrar.
 - (ii) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the union.
- (b) Entry procedure
 - (i) An authorised industrial officer may enter a workplace at which the employer carries on a calling of the officer's organisation, during the employer's business hours, to exercise a power under Chapter 9, Part 1, Division 5, Subdivision 2 of the Act as long as the authorised industrial officer:
 - (A) has notified the employer or the employer's representative of the officer's presence; and
 - (B) produces their authorisation, if required by the employer or the employer's representative.
 - (ii) Clause 32(b)(i) does not apply if, on entering the workplace, the officer discovers that neither the employer nor the employer's representative having charge of the workplace is present.
 - (iii) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
 - (iv) If the authorised industrial officer does not comply with a condition of clause 32(b)(i) the authorised industrial officer may be treated as a trespasser.
- (c) Inspection of records
 - (i) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 339 of the Act.
 - (ii) An authorised industrial officer is entitled to inspect such time and wages records of any current employee except if the employee:
 - (A) is ineligible to become a member of the authorised industrial officer's union; or
 - (B) has made a written request to the employer that they do not want their record inspected.

- (iii) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (iv) A person must not, by threats or intimidation, persuade or attempt to persuade an employee or prospective employee to make, or refuse to make, a written request to the employer or prospective employer that the record not be available for inspection by an authorised industrial officer.

(d) Discussions with employees

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

- (i) matters under the Act during working or non-working time; and
- (ii) any other matter with a member or employee eligible to become a member of the union, during non-working time.

(e) Conduct

- (i) The employer must not obstruct the authorised industrial officer exercising their right of entry powers.
- (ii) An authorised industrial officer must not wilfully obstruct the employer, or an employee during the employee's working time.

Note: Clause 32 - Right of entry, deals with comparable provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to Chapter 9, Part 1, Division 5 of the Act as amended from time to time.

Schedule 1 - Classification Structure - Work Level Statements

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.

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 position encompasses 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.

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;

- 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.

Grade 4

A grade 4 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 3. Those employed at this grade are responsible for their own work and may also be responsible for co-ordinating, directing or managing others who may or may not directly report to them.

Positions at this grade require the application of relevant specialist knowledge and experience. Work is usually performed under limited direction as to work priorities and the detailed conduct of the task. Independent action may be exercised within constraints set by senior management. Managerial responsibilities would usually depend on the specific activities undertaken. Staff at this level would be expected to set and achieve priorities, monitor work flow and/or manage staffing resources to meet objectives.

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

- managing the operations of an organisational element, program or activity;
- providing subject matter expertise or policy/strategy advice across a range of programs or activities;
- working within a specialist or multi-disciplinary team or independently;
- personnel management skills, the ability to apply equal employment opportunity principles and procedures and industrial relations principles and occupational health and safety guidelines;
- responsibility for the identification of training needs and the development of appropriate training programmes for the work unit may be undertaken at this level;
- ensuring records are maintained in accordance with internal and external requirements.

Grade 5

A grade 5 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 4. Those employed at this grade are responsible for their own work and may also be responsible for co-ordinating, directing or managing others who may or may not directly report to them. Liaison with other elements of the organisation, other government agencies, local authorities or other external stakeholders may be a feature.

Work at this level may involve providing advice including policy, administrative, or specialist; undertaking work related to the management or administration of a program or activity; service delivery or corporate support functions, including project work and work policy development; preparation or co-ordination of research papers, submissions on policy, technical, professional or program issues, or administrative matters.

Work is undertaken at this level with limited direction as to work priorities and the detailed conduct of the task. The tasks undertaken may be of a complex or specific nature encompassing a major area of office operations.

Guidelines, rules, instructions or procedures for use by other staff and interested parties may be developed at this level.

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

- strategically managing the operations of an organisational element, program or activity;

- providing subject matter expertise or policy/strategy advice across a range of programs or activities and involvement in organisational strategic planning;
- working within a specialist or multi-disciplinary team or independently;
- personnel management skills, the ability to apply equal employment opportunity principles and procedures and industrial relations principles and occupational health and safety guidelines;
- responsibility for the identification of training needs and the development of appropriate training programmes for the work unit may be undertaken at this level;
- financial management skills;
- ensuring records are maintained in accordance with internal and external requirements.

Schedule 2 - Supported Wage System

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.

Definitions - 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 Social Services that records the employee's productive capacity and agreed wage rate

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*.

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 Table and Note:

Assessed capacity (see below)	Relevant minimum wage*
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

*Note: The minimum amount payable to an employee receiving a supported wage must not be less than \$89 per week.

- (b) Where an employee's assessed capacity is 10%, the employee must receive a high degree of assistance and support.

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.

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.

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.

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.

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 recorded in the Note under the Table (above).
- (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 (see **Assessment of capacity** - above).

By the Commission,
[L.S.] M. SHELLEY,
Industrial Registrar.