

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* - ss. 140G and 140GC - Variation of modern award  
ss. 140G(3)(a) and 140GC(2)(a) - Commission acting on its own initiative

**WORKCOVER QUEENSLAND EMPLOYEES AWARD - STATE 2015**

**Matter No. MA/2016/17**

DEPUTY PRESIDENT O'CONNOR  
DEPUTY PRESIDENT SWAN  
INDUSTRIAL COMMISSIONER THOMPSON

5 December 2016

**DETERMINATION**

This matter coming on for hearing before the Commission at Brisbane on 5 December 2016 this Commission orders that the said Award be varied as follows as from 5 December 2016:

1. By deleting clause 1 and inserting the following in lieu thereof:

**1. Title**

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

2. In clause 3:

- (a) By deleting the definition of "commission" and inserting the following in lieu thereof:

**Commission** means the Queensland Industrial Relations Commission

- (b) By deleting the definition of "increment" and inserting the following in lieu thereof:

**increment** means for all employees an increase in salary from one paypoint to the next paypoint within a grade

- (c) By inserting a new definition for "union" as follows:

**union** means Together Queensland, Industrial Union of Employees

3. By deleting clause 5 and inserting the following in lieu thereof:

**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.

4. By deleting clause 6.1(c) and inserting the following in lieu thereof:

- (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 6 of the Act and is to have no force or effect until approval is given.

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5. By deleting clauses 6.2(d), (f) and (h) and inserting the following in lieu thereof:
  - (d) In determining the outcome from facilitative provisions neither party should unreasonably withhold agreement.
  - (e) ...
  - (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) ...
  - (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.
6. By deleting the heading of clause 7.1 and inserting the following in lieu thereof:

**7.1 Prevention and settlement of disputes - Award matters**
7. By deleting clauses 7.1(d) and (e) and inserting the following in lieu thereof:
  - (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.
8. By deleting the heading of clause 7.2 as well as clauses 7.2(a), (b) and (c) and inserting the following in lieu thereof:

**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:

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- 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.

9. By deleting clause 7.2(g) and inserting the following in lieu thereof:

- (g) If the grievance is not settled the matter may be referred to the Commission by the employee or the union.

10. By deleting the preamble of clause 8 and inserting the following in lieu thereof:

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.

11. By deleting clause 8.1 and inserting the following in lieu thereof:

**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.

12. By deleting clause 8.2(b) and inserting the following in lieu thereof:

- (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.

13. By deleting clause 8.2(e) and inserting the following in lieu thereof:

- (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.

14. By deleting clause 8.3 and inserting the following in lieu thereof:

**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.

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- (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.
15. By deleting the heading of clause 8.4 and inserting the following in lieu thereof:

**8.4 Probationary employment**

16. By deleting clause 9 and inserting the following in lieu thereof:

**9. Termination of employment**

**9.1 Notice of termination by the employer**

Notice of termination by the employer is provided for in Division 9 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**

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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.

17. By deleting clause 10.2 and inserting the following in lieu thereof:

**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.

18. By deleting clause 10.5(b) and inserting the following in lieu thereof:

- (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.

19. By deleting clause 10.6(a) and inserting the following in lieu thereof:

- (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.

20. By deleting clause 10.7 and inserting the following in lieu thereof:

**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

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- (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 transmitter; and
  - (ii) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

21. By deleting clause 10.8 and inserting the following in lieu thereof:

**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.

22. By deleting clause 10.9 and inserting the following in lieu thereof:

**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.

23. By deleting clause 11.1(a) and inserting the following in lieu thereof:

- (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.

24. By deleting clause 11.2 and inserting the following in lieu thereof:

**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

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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.

25. By inserting a Note immediately below the heading for Part 4 as follows:

*(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.)*

26. By deleting clause 12.2(b) and inserting the following in lieu thereof:

**(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.

27. By deleting clause 12.3 and inserting the following in lieu thereof:

**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.

28. By deleting clause 12.5 and inserting the following in lieu thereof:

**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.

29. By deleting clause 12.6(f) and inserting the following in lieu thereof:

- (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

30. By deleting clause 12.8(a) and inserting the following in lieu thereof:

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- (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.

31. By deleting clause 12.8(f) and inserting the following in lieu thereof:

- (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.

32. By deleting clause 13 and inserting the following in lieu thereof:

### **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 \$30.70 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 - \$0.77 per kilometre; and
  - (ii) motorcycle - \$0.26 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,



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shall be provided with an adequate meal at the employer's expense or paid a meal allowance of \$12.85 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 \$12.85.
- (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 \$12.85 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 (ABS Cat No. 6401.0 - Table 7)</u>
Motor vehicle allowance <i>(last adjusted 1 September 2014)</i>	Private motoring sub-group
Overtime meal allowance <i>(last adjusted 1 September 2016)</i>	Take-away and fast foods sub-group

33. By deleting clause 14 and inserting the following in lieu thereof:

**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.
34. By deleting the heading of Part 5 in both the Table of Contents and the Award itself and inserting in lieu thereof:

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**PART 5 - Hours of Work and Related Matters**

35. By deleting the heading of clause 15 in both the Table of Contents and the Award itself and inserting in lieu thereof:

**15. Hours of duty and banked time arrangements**

36. By correcting the numbering of the clause following clause 15.4(g) to reflect the below:

- (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.

37. By deleting clause 16 and inserting the following in lieu thereof:

**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.

38. By deleting clause 18.1 and inserting the following in lieu thereof:

**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.

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- (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.

39. By deleting clause 18.2 and inserting the following in lieu thereof:

**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

40. By deleting clause 18.4 and inserting the following in lieu thereof:

**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.

41. By deleting clause 18.5 and inserting the following in lieu thereof:

**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.

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(c) Any overtime payable shall be in addition to the on call allowances prescribed in clause 18.4.

42. By deleting clause 18.6(a) and inserting the following in lieu thereof:

(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.

43. By deleting clause 18.7(b) and inserting the following in lieu thereof:

(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.

44. By deleting clause 19.3 and inserting the following in lieu thereof:

**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.

45. By deleting clause 20(d) and inserting the following in lieu thereof:

(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.

46. By deleting clause 21 and inserting the following in lieu thereof:

**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) (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.

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- (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 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.
- (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 71 GT).
- (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

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with respect to assessing applications to return to work on a part-time basis for an employee on parental leave (i.e. s 71GU).

47. By deleting clause 22(b) and inserting the following in lieu thereof:

- (b) In lieu of the provisions of section 71HB(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.

48. By deleting clause 23.1 and inserting the following in lieu thereof:

**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.

49. By deleting clause 26(c) and inserting the following in lieu thereof:

- (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.

50. By deleting clauses 29(b) and (c) and inserting the following in lieu thereof:

- (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.

51. By deleting clause 31 and inserting the following in lieu thereof:

**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

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(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.

52. By deleting clause 32(b)(i) and inserting the following in lieu thereof:

- (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 section 373 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.

53. By deleting Schedule 1 and inserting the following in lieu thereof:

**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**

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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.



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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.

54. By deleting Schedule 2 and inserting the following in lieu thereof:

### **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.

## Determination

**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](http://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 \$82 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**

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- (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).

Dated: 5 December 2016

By the Commission,  
M. Shelley,  
Deputy Industrial Registrar.

Operative Date: 5 December 2016  
Determination - Correction of error

Released: 5 December 2016