

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**AGRICULTURAL COLLEGES (DOMESTIC AND GENERAL STAFF) AWARD - STATE 2003**

Pursuant to s. 698 of the *Industrial Relations Act 1999*, the Agricultural Colleges (Domestic and General Staff) Award - State 2003 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Agricultural Colleges (Domestic and General Staff) Award - State 2003 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill  
Industrial Registrar

**AGRICULTURAL COLLEGES (DOMESTIC AND GENERAL STAFF) AWARD - STATE 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Agricultural Colleges (Domestic and General Staff) Award - State 2003.

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**1.3 Definitions**

- 1.3.1 "Accrued day off" means a day accrued as a result of the method of working ordinary hours where employees are rostered off on various days of the week during a particular work cycle, such that employees may have one or more days off during that cycle.
- 1.3.2 "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.3.3 "Agricultural College" means a college declared to be an Agricultural College in terms of the provisions of the *Agricultural Colleges Act 1994*.
- 1.3.4 "Board" means a Board of Trustees constituted under the *Agricultural Colleges Act 1994*.
- 1.3.5 "Casual employee" means an employee, other than a "Part-time employee" as defined in clause 1.3.11, who is engaged and paid on an hourly basis to work for less than the ordinary weekly working hours of a full-time employee.
- 1.3.6 "Classification level" means a level comprising a number of Paypoints in the Operational stream through which employees will be eligible to progress.
- 1.3.7 "Chief Cook" means an employee appointed as a Chief Cook who has the supervision of the work and/or employees in any kitchen where there is more than one Cook continually employed and who may also be engaged in preparing or cooking any kind of food.
- 1.3.8 "Commission" means the Queensland Industrial Relations Commission.
- 1.3.9 "Cook" means an employee wholly or principally engaged in preparing or cooking any kind of food such as poultry, fish, meat, vegetables, etc. Employees engaged in cooking eggs or making toast, teas or bouillon or similar drinks will not be considered to be doing the work of a Cook.
- 1.3.10 "Director" means the person appointed under the *Agricultural Colleges Act 1994* as Chief Executive Officer of a college and who is responsible for the day to day management of a college.
- 1.3.11 "Employer" means a Board constituted under the *Agricultural Colleges Act 1994* or a Director of a college where a Board has formally delegated its responsibility.
- 1.3.12 "Gardener" means an employee appointed as a Gardener who is engaged in the preparation, planting and tending garden beds in addition to general maintenance of college grounds, lawns, etc.
- 1.3.13 "Generic level statement" means a broad, concise statement of the duties, skills and responsibilities indicative of a given Classification level.
- 1.3.14 "Increment" means an increase in wages for an employee from one Paypoint to the next highest Paypoint.
- 1.3.15 "Operational stream" comprises those positions, the duties of which apply to various functional areas, the incumbents of which are required to possess a range of skills appropriate to the stream.
- 1.3.16 "Part-time employee" means an employee, other than a "Casual employee" as defined in clause 1.3.4, who is engaged to work regular hours each week and whose ordinary daily working hours are worked continuously exclusive of meal times according to operational requirements.
- 1.3.17 "Paypoint" means the specific rate of remuneration payable to an employee within a Classification level.
- 1.3.18 "Single hand Cook" means an employee who is employed as a Cook and who does not have the assistance of other Cooks.
- 1.3.19 "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees.

**1.4 Commencement date and period of operation**

- 1.4.1 This Award takes effect from 12 May 2003 and has the force of law throughout the State of Queensland.

1.4.2 The Award will continue to apply unless and until the Commission amends it.

## **1.5 Coverage**

This Award applies to all domestic and general employees engaged at Agricultural Colleges whose rates of pay are fixed by this Award.

## **1.6 Area of operation**

For the purpose of this Award, the Divisions and Districts will be as follows:

### *1.6.1 Divisions*

Northern Division - That portion of the State along or north of a line commencing at the junction of the east-coast with the 21st parallel of south latitude; then by that parallel of latitude due west of 147 degrees of east longitude; then by that meridian of longitude due south of 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.

Mackay Division - That portion of the State within the boundaries commencing at the junction of the sea-coast with the 21st parallel or south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by the meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.

Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

### *1.6.2 Districts*

#### (a) Northern Division -

Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

#### (b) Southern Division -

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west of 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.

Western District - the remainder of the Southern Division.

1.6.3 Employees engaged in the Divisions and Districts specified in clause 1.6 will be entitled to payment of the allowances prescribed in clause 5.10.3.

## **1.7 Parties bound**

This Award is legally binding on the following parties:

- (a) the respective College Boards and/or Directors on behalf of the respective College Boards as the Employer;
- (b) employees engaged at the respective Agricultural Colleges in terms of the provisions of this Award; and
- (c) the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees.

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place within each of the Agricultural Colleges to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.

2.1.2 The consultative processes established at each of the Agricultural Colleges in terms of this Award may provide an appropriate mechanism for consideration of matters relevant to clause 2.1. Union delegates at the place of work may be involved in such discussions.

2.1.3 Any proposed genuine agreement reached between an Employer and employee(s) within an Agricultural College 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.

## **2.2 Procedures to implement facilitative award provisions**

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

- (a) Facilitative award provisions may be negotiated between management and employees who are directly affected by such proposals or between management and the Union depending upon the particular Award provisions.
- (b) Employees may be represented by their local Union delegate/s and will have the right to be represented by their local Union official/s.
- (c) Facilitative award provisions only will be implemented by agreement.
- (d) In determining the outcome from facilitative provisions, neither party will 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 will be consulted as a group.
- (g) Any agreement reached will be documented, and will incorporate a review period.

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **3.1 Consultation**

- 3.1.1 The parties to this Award are committed to co-operating positively to increase efficiency, productivity and the competitiveness of each Agricultural College covered by this Award and to enhance the career opportunities and job security of employees.
- 3.1.2 Further, the parties to the Award are committed to establishing a consultative mechanism and procedures appropriate to the size, structure and needs at each of the Agricultural Colleges. Measures raised by the Employer, employees or Union for consideration consistent with the objectives of clause 3.1.1 will be processed through that consultative mechanism and procedures.

### **3.2 Employee grievance procedures**

- 3.2.1 The objectives of this procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion; to reduce the level of conflict; and to promote efficiency, effectiveness and equity in the workplace.
- 3.2.2 This procedure applies to all industrial matters within the meaning of the *Industrial Relations Act 1999*.
- 3.2.3 Stage 1: In the first instance the employee will inform their immediate supervisor of the existence of the grievance and the supervisor will attempt to solve the grievance. It is recognised that an employee may exercise the right to consult their Union representative during the course of Stage 1.
- 3.2.4 Stage 2: If the grievance remains unresolved, the employee may refer the grievance to the next in line management ("the manager"). The manager will consult with the parties. The employee may exercise the right to consult or be represented by their Union representative during the course of Stage 2.
- 3.2.5 Stage 3: If the grievance is still unresolved, the manager will advise the Director and the aggrieved employee may submit the matter in writing to the Employer if they wish to pursue the matter further. If desired by either party, the matter may also be notified to the Union.

The Employer will ensure that:

- (a) the aggrieved employee or their Union representative has the opportunity to present all aspects of the grievance;
- (b) the grievance will be investigated in a thorough, fair and impartial manner.

The Employer may appoint another person to investigate the grievance. The Employer may consult with the Union in appointing an investigating employee. The appointed person will be other than the employee's supervisor or manager.

If the matter is notified to the Union, the investigating officer will consult with the Union during the course of the investigation. The Employer will advise the employee initiating the grievance, their Union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.

The Employer may delegate such grievance resolution powers under clause 3.2 to a nominated representative.

3.2.6 The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:

Stage 1        Discussions are to take place between the employee and their supervisor within 24 hours and the procedure should not extend beyond 7 calendar days.

Stage 2        Not to exceed 7 calendar days.

Stage 3        Not to exceed 14 calendar days.

3.2.7 If the grievance is not settled the matter will be referred to the Commissioner for Public Service Merit and Equity or to the Commission by the employee or the Union, as appropriate, in accordance with the respective jurisdictions of the tribunals.

3.2.8 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 will be prejudiced as to the final settlement by the continuation of work.

3.2.9 Where the grievance involves allegations of sexual harassment, an employee may commence the procedure at Stage 3.

### **3.3 Prevention and settlement of disputes**

3.3.1 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.

3.3.2 Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party will be prejudiced as to the final settlement by the continuation of work.

3.3.3 There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.

3.3.4 In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures will apply:

(a) 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. This discussion is to take place within 24 hours and the procedure should not extend beyond 7 days;

(b) if the matter is not resolved as per (a) above, it may be referred by the Union representative and/or the employee(s) to the appropriate management representative who will arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days;

(c) if the matter remains unresolved it may be referred to the Employer or their nominee for discussion and appropriate action. This process should not exceed 14 days;

(d) if the matter is not resolved then it may be referred by either party to the Commission for conciliation.

3.3.5 Nothing contained in this procedure will prevent the Union or the Employer from intervening in respect of matters in dispute, where such action is considered conducive to achieving resolution.

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

#### **4.1 Contract of employment**

- 4.1.1 Employment will be by the fortnight for all full-time and Part-time employees and by the hour for Casual employees.
- 4.1.2 An Employer may direct an employee to carry out such duties:
- (a) as are reasonably within the limits of the employee's skills, competence and training.
  - (b) and use such tools and equipment as may be required, provided the employee has been properly trained in the use of such tools and equipment.
- 4.1.3 An Employer's direction to an employee as outlined in clause 4.1.2 is not to be designed to promote de-skilling.
- 4.1.4 Any direction issued by an Employer pursuant to clause 4.1.2 will be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

#### **4.2 Employer duties**

The Employer will specify at the point of engagement of each employee, whether the engagement is on a full-time, part-time or casual basis.

#### **4.3 Employee duties**

An employee may be required to serve at any location where the Employer has or is establishing business operations.

#### **4.4 Employment categories**

An Employer may appoint full-time, part-time or Casual employees as it considers sufficient to properly perform its functions prescribed by the *Agricultural Colleges Act 1994*.

#### **4.5 Probationary employment**

- 4.5.1 The appointment of a full-time or Part-time employee will be subject to the completion of a 3 month probationary period with an initial review occurring after the completion of a period of 2 months' employment.
- 4.5.2 An Employer will ensure that a regular system of appraisal is established which will provide an employee with information on their performance during the period of probation and on appropriate remedial steps to improve performance where the performance is considered unsatisfactory.
- 4.5.3 An Employer may confirm the employee's appointment or terminate the employment prior to the completion of the probationary period.
- 4.5.4 An Employer may terminate the employment of an employee who is on probation at any time during the probationary period.

#### **4.6 Casual employment**

- 4.6.1 An Employer will not engage Casual employees to permanently fill full-time positions.
- 4.6.2 The hourly rate of pay for Casual employees will be calculated by dividing the appropriate fortnightly rate prescribed for permanent employees of the same class by 76.
- 4.6.3 A Casual employee will be paid 23% in addition to the ordinary rate of pay prescribed for the class of work the employee is performing.
- 4.6.4 Each engagement will stand alone with an entitlement to a minimum payment of 2 hours work in respect to each engagement.
- 4.6.5 A Casual employee will, where applicable, be further entitled to the payment of overtime, week-end penalty rates, and payment for work performed on public holidays and during meal breaks.
- 4.6.6 A Casual employee will, in addition to the hourly rate prescribed by clause 4.6.1, be further entitled to payment of any applicable award allowances, based *pro rata* on the number of hours worked in relation to the ordinary hours of the award classification i.e. 38 hours per week.

- 4.6.7 A Casual employee will be entitled to long service leave on full pay in terms of the provisions of Chapter 2, Part 3, Division 3 - Casual Employees of the Act as mentioned from time to time.
- 4.6.8 A Casual employee has no entitlement to any other leave provisions prescribed by this Award.
- 4.6.9 Other than payment prescribed by clause 4.6.3 to 4.6.6 inclusive, a Casual employee will not be entitled to any further award payment.

#### **4.7 Part-time employment**

- 4.7.1 The spread of ordinary working hours for a Part-time employee is the same as that prescribed for a full-time employee under this Award.
- 4.7.2 A Part-time employee will be employed for a minimum of 10 hours per week up to a maximum of 30 hours per week.
- 4.7.3 A Part-time employee will be paid at the same hourly rate as a full-time employee for performing duties of the same award classification.
- 4.7.4 A Part-time employee also will be entitled to any allowances applicable based *pro rata* on the number of hours worked in relation to the ordinary full-time hours applicable to the award classification.
- 4.7.5 The public holiday provisions of clause 7.6 of this Award apply to a Part-time employee. A Part-time employee who usually works on a day of the week on which a public holiday falls, and who is not required to work on that day, will be paid for the hours which would otherwise have been worked on that day.
- 4.7.6 A Part-time employee will be entitled *pro rata* to all other provisions applicable to a full-time employee under this Award.

#### **4.8 Incidental and peripheral tasks**

- 4.8.1 An Employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training:

Provided that such duties are not designed to promote de-skilling.

- 4.8.2 An Employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment (where relevant).
- 4.8.3 Any direction issued by an Employer pursuant to clause 4.8 will be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

#### **4.9 Trainees**

Trainees are engaged under this Award, except as amended from time to time by the Order for *Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities)*.

#### **4.10 Anti-discrimination**

- 4.10.1 It is the intention of the parties to this Award to prevent and eliminate discrimination (as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999*, as amended from time to time) which includes:

- (a) discriminating on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity, and association with, or relation to, a person identified on the basis of any of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

- 4.10.2 Accordingly, in fulfilling their obligations under either clause 3.2 or 3.3, the parties to the Award must take reasonable steps to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

- 4.10.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made, or may make, or has been involved in a complaint of unlawful discrimination or harassment.



4.10.4 Nothing in clause 4.10 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
- (b) an employee, Employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

#### **4.11 Termination of employment**

##### *4.11.1 Statement of employment*

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

##### *4.11.2 Termination by employer*

- (a) An employer may dismiss an employee only if the employee has been given the following notice:

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

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:  
  
Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

##### *4.11.3 Notice of termination by employee*

Unless otherwise agreed between the Employer and an employee, the notice of termination required to be given by an employee, other than a casual employee, will be two weeks. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.11.2 for a period of notice of 2 weeks. The notice period cannot be counted as annual leave or part thereof.

##### *4.11.4 Time off during notice period*

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

#### **4.12 Introduction of changes**

##### *4.12.1 Employer's duty to notify*

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or

technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.

- (b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

#### 4.12.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.12.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### 4.13 **Redundancy**

#### 4.13.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.13.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

#### 4.13.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.13.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.11.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.

#### 4.13.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (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 clause 4.13.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

#### 4.13.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.13.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.13.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.13.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

#### 4.13.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.11.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.13.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

- (b) 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

#### 4.13.7 *Superannuation benefits*

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

#### 4.13.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.13.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### 4.13.9 *Alternative employment*

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

#### 4.13.10 *Employees with less than one year's service*

Clause 4.13 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### 4.13.11 *Employees exempted*

Clause 4.13 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

#### 4.13.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.13 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
  - (i) a company and the entities it controls; or
  - (ii) a company and its related company or related companies; or
  - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

#### 4.13.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.13.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
  - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
  - (ii) where the employee rejects an offer of employment with the transmittee:
    - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
    - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

- (b) The Commission may amend clause 4.13.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.13.14 *Incapacity to pay*

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

#### 4.13.15 *Employees of Queensland Government Departments and Agencies*

The provisions of clause 4.13 will not apply to employees of Queensland Government Departments and Agencies to the extent that the provisions of the redundancy arrangements are contained in a Directive issued by the Public Service Commissioner or the Minister for Industrial Relations pursuant to section 34 of the *Public Service Act 1996*, where the Directive provides for entitlements that are superior to clause 4.13.

### **4.14 Continuity of service - transfer of calling**

In cases where a transfer of calling occurs, continuity of service will be determined in accordance with sections 67-71 of the Act as amended from time to time.

## **PART 5 - WAGES AND WAGE RELATED MATTERS**

### **5.1 Generic level statements**

Generic level statements for each of the Classification Levels of the Operational Stream are prescribed in Schedule 1 of this Award.

These statements reflect the degree of complexity and responsibility of duties, skills and knowledge proceeding from the lowest to the highest Classification Levels. Their purpose is to provide an indication as to the Classification Level appropriate to any packaging of duties.

### **5.2 Stream allocation**

Allocation to the Operational Stream is prescribed in Schedule 2 of this Award.

### **5.3 Job evaluation**

An Employer will use the same job evaluation methodology as is prescribed by the relevant Directive issued under s. 34 of the *Public Service Act 1996*.

### **5.4 Work allocation**

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

### **5.5 Movement between classification levels**

5.5.1 Movement between Classification levels will be based on appointment on merit to advertised vacancies. Clause 5.5.1 will not apply to movement between levels 1 and 2 of the Operational Stream where annual Increments will continue to apply in accordance with the relevant provisions of clause 5.6.

5.5.2 Every employee, upon attaining the age of 21 years, will be paid, except on promotion or otherwise prescribed, the age 21 wage rate as provided in Classification Level 2 Paypoint one.

5.5.3 An employee promoted to a position at a higher Classification Level will be appointed to Paypoint one of that higher Classification level.

5.5.4 An external applicant (that is an applicant who is not an employee) who is appointed to a position may be appointed to any Paypoint within a level, based on recognition of skills, knowledge and abilities. An Employer will, on appointment of an employee, approve the commencing Paypoint within the applicable Classification Level for the position.

### **5.6 Movement within classification levels**

5.6.1 An increase to the salary of an employee will not be made until:

- (a) in the case of a full-time employee, the employee has received such salary for a period of 12 months;

(b) in the case of a Part-time employee, the employee has received such salary for the equivalent of 12 months full-time service.

Clause 5.6.1 will not apply in the case of an employee who is paid the prescribed basic salary on attaining the age of 21 years or in the case where an employee is promoted from one Classification Level to another.

5.6.2 An employee will not be entitled to receive annual salary Increments provided by this Award unless:

(a) in the case of an employee in Levels 1 or 2, the conduct, diligence and general efficiency of the employee has been certified by an Employer to have been and to be satisfactory;

(b) in the case of an employee in any other Classification Level, performance objectives have been achieved as certified by an Employer.

5.6.3 Where an Increment prescribed by this Award is withheld from or refused to be granted to an employee, an appeal by the employee may be made to the Commissioner for Public Service Merit and Equity.

## 5.7 Performance of higher duties

Where an Employer directs an employee to perform the full duties and responsibilities of a position at a higher Classification Level under this Award for a period of more than 3 working days, the employee will be paid extra remuneration at the first Paypoint of the Classification Level of the position being temporarily filled, for the period involved.

## 5.8 Wage rates

The wages payable to employees under this Award are expressed as fortnightly rates and are as follows:

Classification	Paypoint	Wage Per fortnight \$
Level 1	1	677.20
	2	761.70
	3	848.60
	4	935.90
	5	1,023.10
	6	1,110.50
Level 2	1 Age 21	1,281.00
	2	1,319.90
	3	1,357.90
	4	1,396.80
Level 3	1	1,419.90
	2	1,450.50
	3	1,480.70
	4	1,511.00
Level 4	1	1,569.30
	2	1,612.90
	3	1,656.60
	4	1,700.00
Level 5	1	1,734.70
	2	1,784.70
	3	1,835.20
	4	1,885.40
Level 6	1	1,958.40
	2	2,004.20
	3	2,050.30
Level 7	1	2,137.70
	2	2,184.60
	3	2,231.30

The rates of pay in this clause comprise the minimum rates payable under this Award.

The rates incorporate adjustments based upon the Agricultural Colleges of Queensland Certified Agreement 2000 (CA70 of 2001).

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

## **5.9 Payment of wages**

Wages will be paid fortnightly by electronic funds transfer and not more than 2 days wages will be kept in hand.

An employee may seek exemption from this method of payment in special and exceptional circumstances. However, payment other than by electronic funds transfer will be at the discretion of the Employer.

## **5.10 Allowances**

### *5.10.1 Broken work allowance*

- (a) All employees engaged on work where the ordinary hours of duty are subject to a break in continuity will be paid an allowance at the rate of \$6.37 per day for each day so worked.

A break in continuity of work on any day does not include where an employee takes a meal break up to a maximum of one hour and rest pauses as prescribed by this Award.

- (b) The allowance prescribed by clause 5.10.1(a) will be paid in addition to the ordinary rate of pay prescribed by this Award.

### *5.10.2 First aid allowance*

An employee holding a current certificate in first aid issued by the St. John's Ambulance Brigade, or equivalent qualifications, who is appointed in writing by an Employer as a first aid attendant, will be paid an allowance at the rate of \$2.71 per day, in addition to the ordinary rate of pay prescribed by this Award.

### *5.10.3 Divisional and district allowances*

Employees employed in the Divisions and Districts outlined in clause 1. 6 will be entitled to the allowances specified below in addition to the ordinary rate of pay prescribed by this Award:

Mackay Division: Adult employees in the Mackay Division will be paid 90 cents per week and employees under the age of 21 years, 45 cents per week.

Northern Division: Adult employees in the Northern Division will be paid \$1.05 per week and employees under the age of 21 years, 53 cents per week.

Western District: Adult employees in the Western District of the Southern Division will be paid \$1.05 per week and employees under the age of 21 years, 53 cents per week.

Adult employees in the Western District of the Northern Division will be paid \$3.25 per week and employees under the age of 21 years, \$1.63 per week.

## **PART 6 - HOURS OF WORK, BREAKS, OVERTIME, WEEKEND WORK**

### **6.1 Hours of work**

6.1.1 Subject to clause 6.2 'Implementation of 38 Hour Week', and subject to the exceptions hereinafter provided, the ordinary hours of work will be an average of 38 hours per week, to be worked on one of the following basis:

- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or

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

6.1.2 The ordinary hours of work will not exceed 10 hours per day and will be worked within a spread of 12 hours between 5.00 a.m. and 12 midnight.

Where the ordinary working hours are to exceed 8 on any day, the arrangement of hours will be subject to the agreement of the Employer and the majority of employees concerned.

- 6.1.3 The ordinary working hours will be rostered to provide for 3 working periods within the span of hours specified in clause 6.1.2.
- 6.1.4 Ordinary work performed outside the hours of 5.00 a.m. to 12 midnight will attract overtime rates as provided in clause 6.4.
- 6.1.5 The ordinary weekly working hours of employees will be worked within a period of 5 days and wherever practicable, an employee's 2 days off will be on consecutive days.
- 6.1.6 Where there is agreement between the Employer and the majority of employees concerned, the ordinary starting and finishing times of various groups of employees or individual employees may be staggered.
- 6.1.7 Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time.
- 6.1.8 Preparation for work and cleaning up of the employee's person will be in the employee's time.

## **6.2 Implementation of a 38 hour week**

6.2.1 The 38 hour week will be implemented on one of the following basis, most suitable to each location, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:

- (a) by employees working less than 8 ordinary hours each day; or
- (b) by employees working less than 8 ordinary hours on one or more days each work cycle; or
- (c) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.

6.2.2 Subject to clause 6.1.2, employees may agree that the ordinary hours of work are to exceed 8 on any one day in order that more than one work day may be taken off during a particular work cycle.

6.2.3 Notwithstanding clause 6.2, where the arrangement of ordinary hours of work provides for a rostered day off, the Employer and the majority of employees concerned, may agree to accrue up to a maximum of 5 rostered days off. Where agreement has been reached, the accrued rostered days off will be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off will not be unreasonably withheld by either party.

6.2.4 Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in each location concerned.

## **6.3 Procedure for discussions - 38 hour week**

6.3.1 An Employer and all employees concerned in each establishment will consult over the most appropriate means of implementing and working a 38 hour week.

6.3.2 The objective of consultation will be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.2 "Implementation of a 38 hour week".

6.3.3 The outcome of consultation will be recorded in writing.

6.3.4 Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the Employer will have the right to make the final determination as to the method by which the 38 hour week is implemented or worked from time to time.



6.3.5 After implementation of the 38 hour week, upon giving 7 days' notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between an Employer and employees concerned utilising the foregoing provisions of clause 6.3, including clause 6.3.4.

#### **6.4 Rest pauses**

Employees will be entitled to 2 rest pauses per day, each of 10 minutes duration. These rest pauses will be taken at times that will not interfere with continuity of work when continuity is required.

Consistent with clause 6.1.3, the 2 rest pauses may be combined to allow for the flexibility of 3 working periods per day.

#### **6.5 Overtime**

6.5.1 All authorised time worked by employees in excess of the ordinary hours of work as prescribed in this Award or outside the daily spread of working hours or outside the daily and/or weekly rostered hours will be deemed overtime.

6.5.2 Ordinary work performed outside the hours of 5.00 a.m. to 12 midnight will attract overtime rates.

#### **6.6 Payment for working overtime**

6.6.1 Overtime will be paid for at the rate of time and a-half for the first 3 hours and double time thereafter.

6.6.2 Overtime performed by employees on a Sunday will be paid for at the rate of double time.

#### **6.7 Rest period after overtime**

An employee who works so much overtime between the termination of ordinary work on the one day and the commencement of ordinary work on the next day who has not had at least 10 consecutive hours off duty between those times will be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.

If on the instructions of the Employer an employee resumes or continues work without having had 10 consecutive hours off duty, the employee will be paid double rates until released from duty for such period. The employee will then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

#### **6.8 Week-end penalty rates**

All time worked between midnight on Friday and midnight on Sunday up to and including 8 hours in any one shift will be paid for at one and one-half times the ordinary rate of pay prescribed by this Award.

### **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

#### **7.1 Annual leave**

##### *7.1.1 Annual leave entitlement*

- (a) All full-time employees will accumulate 12.667 hours annual leave for each completed month of employment.
- (b) All employees will have their annual leave entitlements debited by the number of ordinary hours they would have worked between Christmas Day and New Year's Day inclusive when there is a compulsory closure of a College over the Christmas/New Year period, except for those employees who, to meet operational needs of a College, are required by an Employer to be in attendance during the closure period.

##### *7.1.2 Annual leave debits*

Annual leave debits will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

##### *7.1.3 Rostered day off arising from the implementation of the 38 hour week*

An employee will not derive any additional benefit for rostered days off falling within a period of annual leave.

##### *7.1.4 Annual leave exclusive of public holidays*

All periods of annual leave will be exclusive of public holidays that occur during an employee's annual leave.

#### *7.1.5 Payment for annual leave*

An employee will be paid in advance of their proceeding on annual leave in accordance with either of the following:

- (a) In the case of any and every employee in receipt immediately prior to proceeding on annual leave, of ordinary pay at a rate in excess of the ordinary rate payable under this Award, at that excess rate; or
- (b) In every other case, at the ordinary rate payable under this Award to the employee concerned immediately prior to that annual leave.

#### *7.1.6 Annual leave loading*

In addition to payment as prescribed by clause 7.1.5, an employee also will be entitled to payment of an annual leave loading calculated as follows:

- (a) Leading hands - Subject to clause 7.1.6(b), leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked will be included in the wages to be paid to employees during annual leave.
- (b) All employees - Subject to clause 7.1.6(c), in no case will the payment by an Employer to an employee be less than the sum of the following amounts:
  - (i) the employee's ordinary wage rate as prescribed by this Award for the period of the annual leave (excluding shift premiums and week-end penalty rates).
  - (ii) leading hand allowance or amounts of a like nature.
  - (iii) a further amount calculated at the rate of 17 1/2 percent of the amounts referred to in clause 7.1.6(b) (i) and (ii).
- (c) Clause 7.1.6(b) will not apply to the following:
  - (i) any period or periods of annual leave exceeding 152 hours;
  - (ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payments which is not less favourable to employees.

#### *7.1.7 Time of taking annual leave*

Employees may be required to take their annual leave during College vacations. In all other circumstances annual leave will be taken at a time mutually agreed to between the Employer and the employee.

#### *7.1.8 Annual leave to be taken*

An Employer will give reasonable notice of the commencement of annual leave to an employee.

#### *7.1.9 Proportionate annual leave on termination*

If the employment of any employee is terminated at the expiration of a full year of employment, the Employer will be deemed to have given the annual leave of the employee from the date of the termination of the employment and will forthwith pay to the employee in addition to all other amounts due to the employee, the employee's pay, calculated in accordance with clause 7.1.7, for the employee's annual leave entitlements and also the employee's ordinary hours pay for any public holiday occurring during such period of annual leave.

7.1.10 If the employment of any employee is terminated before the expiration of a full year of employment, such employee will be paid, in addition to all other amounts due, an amount equal to 1/12th of the employee's pay for the period of the employee's employment, calculated in accordance with clause 7.1.7.

## **7.2 Sick leave**

### **7.2.1 Sick leave entitlement**

Every employee will be entitled to not less than 60.8 hours sick leave for each completed year of employment with an Employer.

For any completed period of employment of less than one year with an Employer, an employee will become entitled to 7.6 hours sick leave for each 6 week period.

7.2.2 Where the arrangement of ordinary working hours provides for an employee to be off on one or more days in a work cycle, sick leave will not be payable where the employee is sick on such day or days off.

#### 7.2.3 *Sick leave debits*

Sick leave debits will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

#### 7.2.4 *Sick leave accumulation*

Sick leave will be cumulative, but unless the Employer and employee otherwise agree, no employee will be entitled to receive, and no Employer will be bound to make, payment for more than 494 hours absence from work through illness in any one year.

#### 7.2.5 *Sick leave when service is broken*

The continuity of employment of an employee with an Employer for sick leave accumulation purposes will not be broken by any of the following:

- (a) Absence from work on leave granted by the Employer.
- (b) The employee having been dismissed or stood down by the Employer, or the employee terminating their employment with the Employer, for any period not exceeding 3 months and the employee is re-employed by the same Employer.

7.2.6 The period during which the employment of the employee with the Employer will have been interrupted or determined in any of the circumstances mentioned in clause 7.2.5 will not be taken into account in calculating the period of employment of the employee with the Employer.

#### 7.2.7 *Notification and proof of sickness*

The payment of sick leave is subject to the employee promptly advising their Employer of their absence and its expected duration.

7.2.8 An employee is required to produce a certificate from a duly qualified medical practitioner specifying the nature of the employee's illness and the period or approximate period during which the employee will be unable to work, or other evidence of illness to the satisfaction of the Employer. An Employer may accept a dental certificate in lieu of a medical certificate.

7.2.9 An Employer may dispense with the medical certificate where the absence does not exceed 2 consecutive working days.

### **7.3 Bereavement leave**

7.3.1 An employee (other than a casual) on the death of a member of their immediate family or household in Australia is entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave will be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the Employer.

#### 7.3.2 *Long-term casual employees*

(a) A long-term Casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.

(b) The term "long-term Casual employee" means:

A Casual employee engaged by a particular Employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under clause 7.3.

7.3.3 The term "immediate family" includes:

- (a) a spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and

(b) a child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.3.4 An employee with the consent of the Employer, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

7.3.5 An employee will be entitled to a maximum of 2 days leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's husband, wife, father or mother and where such employee travels outside of Australia to attend the funeral.

#### **7.4 Long service leave**

##### *7.4.1 Long service leave entitlement - accrual up to 31 December 1998*

Employees covered by this Award who were employed at a College immediately prior to 1 January 1999 and whose employment was continuous, will be entitled to accrue long service leave in accordance with the provisions of Division 2 of Part 3 of the *Industrial Relations Act 1999*, for that period of continuous service at a College up to and including 31 December 1998.

##### *7.4.2 Long service leave entitlement - accrual as from 1 January 1999*

Employees covered by this Award who commenced employment prior to 1 January 1999 and who have been continuously employed at a College including employees engaged subsequent to 1 January 1999 will accrue an entitlement to long service leave at the rate 1.3 weeks on full pay for each year of continuous service and a proportionate amount for a part of an incomplete year.

7.4.3 Employees engaged as at 1 January 1999 will accrue an entitlement to long service leave after the completion of 10 years continuous service calculated from the date they commenced continuous employment at a College.

7.4.4 An employee engaged after 1 January 1999 will not be entitled to long service leave until the employee has completed 10 years continuous service at a College.

7.4.5 An employee may take long service leave up to the total amount of leave due as at the date of the start of the leave, calculated by:

(a) determining the total period of the employee's continuous service; and

(b) determining the total long service leave entitlement appropriate to that period of continuous service; and

(c) deducting from the total entitlement, long service leave previously taken and any entitlement forfeited because of disciplinary action.

##### *7.4.6 Long service leave exclusive of annual leave, public holidays and rostered days off*

Any long service leave taken by an employee will be exclusive of periods of annual leave, public holidays that fall during the period of leave and rostered days off that otherwise would have occurred had the employee not taken such leave.

##### *7.4.7 Notice to take long service leave*

An employee entitled to long service leave may take such leave in periods of not less than 2 weeks subject to agreement by the Employer. Any employee requesting in excess of 2 weeks but less than 4 weeks' long service leave is required to give at least 3 months' written notice while employees requesting long service leave in excess of 4 weeks will be required to give at least 6 months' written notice to the Employer.

##### *7.4.8 Payment on resignation, retirement, dismissal or death*

Employees will be entitled to payment in lieu of long service leave on resignation, retirement, or dismissal other than for serious misconduct, and in the event of death, on the same conditions as prescribed the relevant Directive issued under section 34 of the *Public Service Act 1996*.

#### **7.5 Family leave**

The provisions of the Family Leave Award - Queensland Public Sector (including special responsibility leave) apply to employees covered of this Award.

A copy of the Family Leave Award - Queensland Public Sector is to be displayed in a conspicuous place at the workplace where employees in the workplace may easily read it.

It is noted that part-time work can be performed by agreement in the circumstances specified in the Family Leave Award - Queensland Public Sector.

The provisions of clause 7.5 will have effect from 2 September 1996.

## **7.6 Public holidays**

### *7.6.1 Prescribed public holidays*

All ordinary time worked by an employee on the following public holidays or any day appointed under the *Holidays Act 1983*, to be kept in place of any of the listed holidays, will be paid for at the rate of 2 and a-half times the employee's ordinary rate with a minimum payment of 4 hours:

- Good Friday;
- Christmas Day;
- the twenty-fifth day of April (Anzac Day);
- the first day of January;
- the twenty-sixth day of January;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the Birthday of the Sovereign; and
- Boxing Day.

### *7.6.2 Labour Day*

All employees (other than Casual employees) covered by this Award will be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday), irrespective of the fact that no work may be performed on that day.

Where an employee actually works on Labour Day, the employee will be paid in addition, a payment for the time actually worked between the normal starting and finishing times at one and a-half times the ordinary rate prescribed for the work with a minimum of 4 hours.

### *7.6.3 Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the Gazette on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, will be paid for at 2 and a-half times the employee's ordinary rate with a minimum payment of 4 hours.

### *7.6.4 Double time and a-half*

For the purposes of clause 7.6, where the rate of wages is a weekly rate, "two and a-half times" means one and one-half day's wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

### *7.6.5 Stand down*

Any employee, having been dismissed or stood down by the Employer during the month of December in any year, and who is re-employed by that Employer at any time before the end of January in the following year will be entitled to be paid and will be paid by the Employer (at the ordinary rate payable to the employee when the employee was dismissed or stood down) for any one or more of the following holidays, namely, Christmas Day, Boxing Day, and the first day of January occurring during the period on and from the date of dismissal or standing down to and including the date of re-employment.

An employee re-employed in terms of the above must have been employed by the Employer for a continuous period of 2 weeks or longer immediately prior to being so dismissed or stood down to be eligible for payment as prescribed.

### *7.6.6 Public holidays - penalty rates*

All time worked on any of the holidays listed in clauses 7.6.1 to 7.6.3 inclusive, outside the ordinary starting and ceasing times prescribed by this Award for the day of the week on which a holiday falls will be paid for at double the rate prescribed by clause 6.6 for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

### *7.6.7 Rostered day off falling on a public holiday*

Where any of the holidays mentioned in clauses 7.6.1 to 7.6.3 inclusive, fall on an employee's day off, the employee will receive another day in lieu thereof, or one day will be added to the employee's annual leave, or, alternatively, one day's wages at ordinary rates will be paid in addition to the weekly wages.

#### 7.6.8 *Employees who do not work Monday to Friday of each week*

Employees who do not ordinarily work Monday to Friday of each week are entitled to public holidays as follows:

- (a) A full-time employee is entitled to either payment for each public holiday or a substituted day's leave.
- (b) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (c) Where Christmas day falls on a Saturday or a Sunday and the public holiday is observed on another day, an employee required to work on Christmas day (i.e. 25 December) is to be paid at the rate of double time.
- (d) Nothing in clause 7.6.8 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

#### **7.7 Jury service**

- (a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.
- (b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.
- (c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- (d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
- (e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

### **PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

No provisions inserted in this Award relevant to this Part.

### **PART 9 - TRAINING AND RELATED MATTERS**

#### **9.1 Training, learning and development**

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

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

9.1.2 The parties to this Award recognise that in order to increase efficiency and productivity a greater commitment to learning and development is required.

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.

Within each College a consultative mechanism and procedures involving representatives of management, employees and public sector unions will be established as determined by the Employer having regard to the size, structure and needs of the College.

Following consultation the Employer will develop a learning and development strategy consistent with:

- (a) the current and future needs of the College;
- (b) the size, structure and nature of the operations of the College;
- (c) the need to develop vocational skills relevant to the College through courses conducted wherever possible by accredited educational institutions and providers.

Learning and development may be both on-the-job or off-the-job and either internal or external to the College.

Learning and development provided should assist employees in obtaining knowledge and skills recognised by the Australian National Training Authority (ANTA).

All learning and development should, where practicable, 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.

Clause 9.1 will operate as an interim provision and will be subject to review after 12 months operation.

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

### **10.1 Accommodation and conveniences**

Where full Board and lodging is provided to an employee by an Employer, or, an employee living off the premises has made arrangements to have a meal or meals (including breakfast, lunch or an evening meal) provided by an Employer, appropriate deduction/s may be made from the employee's pay.

Each Employer may determine the appropriate deduction to apply based on a fair and reasonable amount for lodgings and for each meal provided to the employee, as may be particular to their location and circumstances.

Any amendment to Board and lodging deductions should be negotiated with employee representative/s prior to introduction.

### **10.2 Clothing, equipment and tools**

An Employer will provide aprons for Cooks and domestics and when employees are required to wear special uniforms, the Employer will supply such uniforms. Laundering of such uniforms will be the responsibility of the employee.

### **10.3 Breakages**

An Employer will not charge any sum against nor deduct any sum from the wages of an employee in respect of breakages of crockery or other utensils, except in the case of wilful misconduct.

### **10.4 First aid**

First aid kits and equipment will be provided in conformity with the provisions of the Schedule 7 of the Workplace Health and Safety (Miscellaneous) Regulation 1995.

## **PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS**

### **Preamble**

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

### **11.1 Right of entry**

#### *11.1.1 Authorised industrial officer*

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

#### 11.1.2 *Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
  - (i) the authorised industrial officer alerts the Employer or other person in charge of the workplace to their presence; and
  - (ii) shows the authorisation upon request.
- (b) Clause 11.1.2(a) does not apply if the authorised industrial officer establishes that the Employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

#### 11.1.3 *Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the *Industrial Relations Act 1999*.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
  - (i) is ineligible to become a member of the Union; or
  - (ii) has made a written request to the Employer that they do not want their record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the Employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

#### 11.1.4 *Discussions with employees*

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

- (a) matters under the *Industrial Relations Act 1999*, during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the Union, during non-working time.

#### 11.1.5 *Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

### **11.2 Time and wages records**

11.2.1 An Employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee' award classification; and
- (b) the name of the Award under which the employee is working; and
- (c) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks; and



(d) specific to Award either:

- (i) a weekly, daily or hourly wage rate: details of the wage rate for each week, day, or hour at which the employee is paid; or
- (ii) piecework rates: details of the piecework performed and the rate at which payment is made to the employee;

(e) the gross and net wages paid to the employee;

(f) details of any deductions made from the wages; and

(g) contributions made by the Employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

(a) the employee's full name and address;

(b) the Employer's full name;

(c) the employee's date of birth;

(d) details of sick leave credited or approved, and sick leave payments to the employee;

(e) the date when the employee became an employee of the Employer;

(f) if appropriate, the date when the employee stopped employment with the Employer;

(g) a Casual employees entitlement to long service leave (if any) worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The Employer must keep the record for 6 years.

11.2.4 The records are to be open to inspection during the Employer's business hours by:

(a) an Inspector of the Department of Industrial Relations, in accordance with section 371 of the *Industrial Relations Act 1999*; or

(b) an authorised industrial officer in accordance with sections 372 and 373 or the *Industrial Relations Act 1999*.

11.2.5 References to the *Industrial Relations Act 1999*, are to be taken to be references to that Act as amended or replaced from time to time.

The Employer may specifically exempt those employees who have been, or who are a class of office from a system for recording starting and finishing times, meal breaks and absences from duty.

### **11.3 Posting of award**

A true copy of this Award is to be exhibited in a conspicuous and convenient place on the premises of the Employer so as to be easily read by employees.

### **11.4 Union delegates**

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

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

11.4.3 Provided that 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.

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

## **11.5 Industrial relations education leave**

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

Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by the Employer (or delegated authority).

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). This leave will be subject to consultation between the Employer (or delegated authority), the Union and the employee.

Upon request and subject to approval by the Employer (or delegated authority), employees may be granted paid time off in special circumstances to attend management committee meetings, Union conferences, and ACTU Congress.

11.5.2 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 College or the work unit concerned. At the same time this leave will not be unreasonably refused.

11.5.3 At the discretion of the Employer, employees may be granted special leave without pay to undertake work with their Union.

## **11.6 Union encouragement**

Clause 11.6 gives effect to section 110 of the Act in its entirety. Consistent with section 110, a Full Bench of the Queensland Industrial Relations Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of an organisation of employees that has the right to represent the industrial interests of the employees concerned.

### *11.6.1 Documentation to be provided by employer*

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

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

11.6.2 The parties to this Award 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.

11.6.3 An application for Union membership and information about the Union will be provided to all employees at the point of engagement.

11.6.4 Information about the Union will be included in induction materials.

11.6.5 A Union representative will be provided with the opportunity to discuss Union membership with new employees.

11.6.6 Where requested by the Union, a College will provide payroll deduction facilities for Union subscriptions.

## **SCHEDULE 1 - Generic Level Statements - Operational Stream**

### **S1.1 Operational officer level 1**

#### ***Work level description (OO1)***

Training, both on and off the job, is a dominant feature of this level.

### ***Characteristics of the level***

Work at this level is performed under close supervision and direction following standard routines, methods and procedures with little scope for deviation or the exercise of initiative or judgement in the selection of appropriate means to complete the work assignment. Limited responsibility exists for the final outcome.

The routines, methods and procedures to be followed are at a level consistent with skills acquired. Direct guidance is given when problems arise.

Positions at this level have no supervisory responsibility.

### ***Duties and skills***

Employees at this level usually perform repetitive tasks which are fully prescribed and are usually performed in response to standardised instructions or requests. There is only limited scope for interpretation.

## **S1.2 Operational officer level 2**

### ***Work level characteristics (OO2)***

Positions at this level involve the delivery of operational services whose work routines, methods and procedures are clearly established and there is limited scope for deviation.

Training, both on and off the job, is often a dominant feature of this level.

### ***Characteristics of the level***

Work may initially be performed under close supervision by a more experienced officer, however, this supervision is expected to reduce as experience increases. Employees at this level may operate individually or as a member of a project team within a work group.

Limited discretion is available for the selection of the appropriate means of completing duties or tasks. Guidance is always available and work outcomes may be closely monitored.

Positions at this level may have limited supervisory responsibilities with more experienced staff assisting new staff by providing guidance and advice.

### ***Duties and skills***

Positions at this level may involve an employee in a range of activities including the performance of non-repetitive tasks governed by established procedures, specific guidelines and standardised instructions.

Duties may include field support or regulatory inspection activities and data collection and recording.

Appointees to this level undertake a range of functions requiring the practical application of acquired skills and knowledge.

Technical skills not requiring trade or equivalent qualifications are required in order to satisfy and effectively operate basic machinery to perform routine and standard functions, and organise duties across a working day to meet regular work load requirements.

## **S1.3 Operational officer level 3**

### ***Work level description (OO3)***

Appointment to this level requires proven expertise in the particular discipline with demonstrated proficiency in applying established techniques.

An understanding of the agency's functions coupled with detailed knowledge of the work units' operations, practices and procedures is necessary for competent performance.

### ***Characteristics of the level***

Employees at this level work under general direction and undertake a range of functions which may require the application of trade based skills and experience or the practical application of a high level of skills.

Employees at this level may operate individually or as a member of a project team within a work group.

Supervision of subordinate employees within a small discrete work group or function may be a feature of this level.

Assistance is usually available if required when problems occur, although problems are usually resolvable by reference to procedures, documented methods and instructions.

Whilst there is some scope for the exercising of initiative in the application of established work practices and procedures, problems can generally be solved by reference to documented methods and instructions.

#### ***Duties and skills***

Work at this level requires a sound knowledge of the agency's functions and the requirements of the discipline.

A sound knowledge of the operating procedures is required.

Supervisory responsibilities may include co-ordination of work-flow processes, training of subordinate staff, responsibility of quality of output of the workgroup, staff assessment and performance counselling in relation to subordinates.

Knowledge and compliance with regulations, codes and specifications may be required.

Duties at this level may include application of trade based skills or equivalent involving field work, design/modification of equipment, research projects, support services and the collating and analysis of specimens or data.

### **S1.4 Operational officer level 4**

#### ***Work level description (OO4)***

Work at this level requires specialised knowledge within the discipline.

Work is undertaken under limited direction as to work priorities and the detailed conduct of the task.

Employees may be responsible for larger work groups or functions, field groups or district operations.

High levels of initiative in accomplishing objectives may be required to be exercised either on an individual basis or in a multi-disciplinary unit.

#### ***Characteristics of the level***

Work is performed either independently with guidance from superiors only received for those aspects of work which involve new or sophisticated techniques or relate to areas outside the positions normal span of activity.

There is scope for the exercise of initiative in the application of established work practices and procedures.

#### ***Duties and skills***

Duties include the supervision of a work group or function, field group or regional operation, with responsibility for the standard of workmanship, completion of work assignments and allocation of resources.

Interpretation of guideline material and documented precedents and the application of judgement may be required in determining solutions to problems.

### **S1.5 Operational Officer Level 5**

#### ***Work Level Description (005)***

Work at this level requires specialised knowledge of complex though conventional methods and techniques. High levels of autonomy and initiative may be required to be exhibited in accomplishing objectives and undertaking projects.

Management of large work groups may be a factor.

#### ***Characteristics of the Level***

Employees at this level are subject to limited direction and may exercise managerial responsibility for a large and complex work program.

Usually only broad guidance and advice is provided as to operational requirements and deadlines to achieve end results in line with operating goals.

#### ***Duties and Skills***

Duties may involve detailed planning, directing, co-ordinating or financial control within budget, material and workforce limitations established by management and the implementation of overall agency policies.

Managerial responsibility includes training of subordinate staff, co-ordination of workflow processes, responsibility for quality of output of the work unit, performance assessment and review, staff counselling, career planning and development, application of equal employment opportunity principles as well as implementing occupational health and safety guidelines and principals.

## **S1.6 Operational Officers Levels 6 & 7**

### ***Work Level Description (006 & 007)***

Work at this level requires specialised knowledge and may be undertaken autonomously.

These are managerial levels and may include responsibility for large and complex work groups.

### ***Characteristics of the Level***

Responsibilities at these levels will reflect the size and complexity of agency operations and will normally entail significant independence of action in the allocation of resources within constraints imposed by management.

Work is performed under limited direction with a significant degree of discretion permitted within the boundaries of broad guidelines to achieve organisational goals.

### ***Duties and Skills***

Duties at this level reflect the independent operation of the employee and may involve significant allocation of resources.

Management of work units may include prioritising work, training, staff, monitoring of work flow and setting of local strategic plans. Assessment and review of the standard of work of subordinate staff is also a requirement of this level.

Work at this level requires a knowledge and awareness of agency operations as well as detailed knowledge of major activities of the work unit.

The requirement to interpret legislation, regulations and other guidance material relating to the operations and functions of the work area is necessary for adequate performance at this level.

## **SCHEDULE 2 - Stream Allocation**

The following positions or classes of position are to be allocated to the Operational Stream:

Campus Supervisor  
Catering and Domestic Services Manager  
Chief Cook  
Cleaner  
Cook  
Domestic  
Domestic Supervisor  
Gardener  
Grounds Person  
Grounds Person/Gardener  
House Attendant  
Housekeeper  
Janitor  
Kitchenhand  
Landscape Maintenance Gardener  
Laundryhand  
Maintenance Person  
Sewer  
Single Hand Cook  
Storeperson  
Waiter  
Yards Worker

Dated 13 March 2003.

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

Operative Date: 12 May 2003

