

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 2016 - s. 980 - reprint of award*

**MISCELLANEOUS ADMINISTRATIVE EMPLOYEES AWARD – STATE 2016**

Following the Declaration of the General Ruling in the 2018 State Wage Case (matter numbers B/2018/12 and B/2018/17), the Miscellaneous Administrative Employees Award – State 2016 is hereby reprinted, pursuant to s. 980 of the *Industrial Relations Act 2016*.

I hereby certify that the Award contained herein is a true and correct copy of the Miscellaneous Administrative Employees Award – State 2016 as at 1 September 2018.

Dated 1 September 2018.

[L.S.] M. Shelley  
Industrial Registrar

**MISCELLANEOUS ADMINISTRATIVE EMPLOYEES  
AWARD – STATE 2016**

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## **PART 1 - Title and Operation**

### **1. Title**

This Award is known as the *Miscellaneous Administrative Employees Award – State 2016*.

### **2. Operation**

This Award, made on 26 April 2016, operates from:

- 1 June 2016 – for employees covered by the *State Government Entities Certified Agreement 2015*;
- 19 December 2016 – for employees covered by the *South Bank Employing Office Employees' Certified Agreement 2016*; and
- 1 March 2017 – for all other employees covered by this Award.

### **3. Definitions and interpretation**

Unless the context otherwise requires, in this Award:

**Act** means the *Industrial Relations Act 2016*

**classification level** comprises a minimum salary rate plus a range of increments through which employees will be eligible to progress

**Commission** means the Queensland Industrial Relations Commission

**generic level statement** means a broad, concise statement of the duties, skills and responsibilities indicative of a given classification level

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

**paypoint** means the specific rate of remuneration payable to employees within a classification level

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

**QES** means the Queensland Employment Standards contained in Part 3 of Chapter 2 of the Act

**rostered day off** means a day on which an employee is not rostered for duty as a result of time accrued under the method of working ordinary hours implemented in accordance with clause 15.1

**TOIL** means time off in lieu of payment for overtime

**union** means one of the industrial organisations of employees mentioned in clause 4.1(c)

### **4. Coverage**

**4.1** This Award applies to:

- (a) clerical and administrative employees of Queensland Government entities and statutory bodies for whom classifications and rates of salary are prescribed in clause 12 and who are not:
  - (i) appointed pursuant to section 119 or section 148 of the *Public Service Act 2008* or classified as an employee of the public service at the date of the commencement of this Award; or

- (ii) covered by any other award of the Commission as an employee of an entity expressly covered by that other award, and
- (b) each legal entity designated as the employer of an employee/s described in clause 4.1(a); and
- (c) the following industrial organisations of employees:
  - (i) Queensland Services, Industrial Union of Employees; and
  - (ii) Together Queensland, Industrial Union of Employees,to the exclusion of any other award.

**4.2** This Award shall not apply to persons who:

- (a) have been delegated the right to engage and terminate the employment of employees; or
- (b) are under articles to a solicitor of the Supreme Court of Queensland.

**4.3** Existing conditions of employment

- (a) The making of this Award is not intended to increase or decrease entitlements or terms and conditions of employment as they existed immediately prior to the commencement of this Award by reason only of the coming into force of this Award.
- (b) As such, no employee is to suffer any loss or diminution of entitlements or terms of conditions of employment enjoyed immediately prior to the commencing of this Award.

**4.4** Partial exemption

- (a) As an alternative to being subject to all Award clauses an employee remunerated in excess of the highest award level prescribed in this Award may mutually agree in writing with their employer not to be bound by the conditions of this Award, except for:
  - clause 7 - dispute resolution
  - clause 9 - termination of employment
  - clause 11 - consultation
  - clause 14 - superannuation
  - clause 19 - annual leave
  - clause 20 - personal leave
  - clause 21 - parental leave
  - clause 22 - long service leave
  - clause 27 - union encouragement.
- (b) A copy of the signed terms of the agreement will be supplied to the employee.

- (c) There will be taken to be mutual agreement for the purposes of clause 4.4(a) if an employer employed a clerical or administrative employee and remunerated that employee at a level in excess of the highest award rate prescribed in this Award prior to the date of its commencement.
- (d) The overall terms and conditions of employment agreed under clause 4.4 must be not less favourable than the provisions of this Award as a whole and the employee shall not be disadvantaged by the agreement taking into consideration the Award rate the employee would otherwise have been paid had the employee not entered into such agreement.
- (e) For any agreement entered into under clause 4.4, and in accordance with section 366 of the Act, there will be no requirement for the employer to keep particulars of the employee's starting and finishing times each day.
- (f) If an employee considers that they have been disadvantaged by the agreement this issue must be addressed between the employer and employee in the manner prescribed in clause 7.1. No claim for unpaid wages resulting from clause 4.4 may be made under the Act until the prevention and settlement of disputes procedure under this Award has been concluded.
- (g) If an employee is required to work on a public holiday, the employee is entitled to either time off in lieu of the time worked on the public holiday, to be taken at a mutually agreed time, or, at the employer's discretion, extra time (equal to the time actually worked on the public holiday) is to be added to the employee's annual leave entitlement.

## **5. The Queensland Employment Standards and this Award**

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

## **6. Enterprise flexibility and facilitative award provisions**

### **6.1 Enterprise flexibility**

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

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

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

- (a) Facilitative award provisions can be negotiated between management and employees who are directly affected by such proposals or between management and the union depending on the particular award provisions.

- (b) Employees may be represented by their local union delegate/s and shall have the right to be represented by their local union official/s.
- (c) Facilitative award provisions can only be implemented by agreement.
- (d) In determining the outcome from facilitative provisions neither party should unreasonably withhold agreement.
- (e) Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the union depending upon the particular award provisions.
- (f) Where a provision refers to agreement by the majority of employees affected, all employees directly affected shall be consulted. This consultation shall be undertaken where practicable as a group, or in groups. Should the consultation process identify employees with specific concerns which relate to either equity or occupational health and safety issues, such concerns may be catered for on an individual basis subject to operational requirements.
- (g) Any agreement reached must be documented and shall incorporate a review period.
- (h) Where the agreement relates to either the working of ordinary hours on other than a Monday to Friday basis, the introduction of shift work or a change to the shift roster, the relevant union/s are to be notified in writing at least one week in advance of agreement being sought.

## **PART 2 - Dispute Resolution**

### **7. Dispute resolution**

#### **7.1 Prevention and settlement of disputes - Award matters**

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Award by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (b) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (c) There is a requirement for the employer to provide relevant information and explanation and consult with the appropriate employee representatives.
- (d) In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures shall apply:
  - (i) the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
  - (ii) if the matter is not resolved as per clause 7.1(d)(i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;
  - (iii) if the matter remains unresolved it may be referred to the chief executive for discussion and appropriate action. This process should not exceed 14 days;

- (iv) if the matter is not resolved then it may be referred by either party to the Commission.
- (e) Nothing contained in this procedure shall prevent a union or the employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

## **7.2 Employee grievance procedures - other than Award matters**

- (a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- (b) The following procedure applies to all industrial matters within the meaning of the Act:

Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to solve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.

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

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

- (c) The chief executive shall ensure that:
  - (i) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
  - (ii) the grievance shall be investigated in a thorough, fair and impartial manner.
- (d) The chief executive may appoint another person to investigate the grievance. The chief executive may consult with the relevant union in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.
- (e) If the matter is notified to the union, the investigator shall consult with the union during the course of the investigation. The chief executive shall advise the employee initiating the grievance, such employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.
- (f) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:

Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.

Stage 2: Not to exceed 7 days.

Stage 3: Not to exceed 14 days.

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

- (h) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

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

### **8. Types of employment**

An employee may be employed on a full-time, part-time or casual basis.

#### **8.1 Full-time employment**

A full-time employee is one who is engaged to work an average of 38 ordinary hours per week.

#### **8.2 Part-time employment**

- (a) A part-time employee is an employee who:
  - (i) is engaged to work a regular pattern of ordinary hours each week, which are a minimum of 15.2 hours, or less by agreement with a minimum of 4 hours, and less than the ordinary hours worked by an equivalent full-time employee; and
  - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/76th of the minimum fortnightly rate of pay for their classification.
- (c) The minimum payment on any day when work is performed shall be for 4 hours' work.
- (d) Additional ordinary hours
  - (i) By mutual agreement with their employer, a part-time employee may elect to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hours so worked are also to be taken into account in the *pro rata* calculation of all entitlements.
  - (ii) Any such additional hours worked within the spread of ordinary hours prescribed in clause 15.1 are to be paid for at the ordinary hourly rate or, by mutual agreement between the employee and employer, taken as TOIL on a time for time basis.
- (e) Subject to clause 8.2(d)(ii) all time worked by a part-time employee in excess of the agreed hours on any one day or outside the spread of ordinary hours prescribed in clause 15.1, is to be paid at the appropriate overtime rate prescribed in clause 18.1.

#### **8.3 Casual employment**

- (a) (i) A casual employee is an employee who is engaged and paid as such.
- (ii) A casual employee cannot be employed to work more ordinary hours than are worked by an equivalent full-time employee each week or fortnight, as the case may be.

- (b) A casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (c) For each ordinary hour worked a casual employee will be paid no less than 1/76th of the minimum fortnightly rate of pay for their classification plus a casual loading of 23%.
- (d) Each casual engagement stands alone with a minimum payment as for 2 hours' work to be made in respect to each engagement.

#### **8.4 Probationary employment**

- (a) Except where the employer and an employee agree to a different period or no period of probation prior to commencement of employment, the engagement of a full-time or part-time employee will in the first instance be subject to a probationary period of 3 months duration. If a period of probation of longer than 3 months is agreed, it must:
  - (i) be agreed in writing; and
  - (ii) be a reasonable period having regard to the nature and circumstances of the employment.
- (b) The employer may terminate the employment of an employee who is on probation at any time during the probationary period.
- (c) Where an employee's service is considered satisfactory or where an employee's service exceeds the designated probationary period or agreed extension the employee's appointment will be deemed to be confirmed.

#### **8.5 Anti-discrimination**

- (a) In fulfilling their obligations under this Award, the parties must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects. Discrimination includes:
  - (i) discrimination on the basis of sex, relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality and association with, or in relation to, a person identified on the basis of any of the above attributes;
  - (ii) sexual harassment; and
  - (iii) racial and religious vilification.
- (b) Nothing in clause 8.5 is to be taken to affect:
  - (i) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
  - (ii) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Australian Human Rights Commission/Anti-Discrimination Commission Queensland.

### **9. Termination of employment**

#### **9.1 Notice of termination by the employer**

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

## **9.2 Notice of termination by an employee**

Unless otherwise agreed between the employer and an employee the notice of termination required by an employee, other than a casual employee, shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of salary for the period of notice not provided.

## **9.3 Notice cannot be offset**

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

## **9.4 Job search entitlement**

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

## **9.5 Statement of employment**

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

# **10. Redundancy**

## **10.1 Redundancy pay**

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

## **10.2 Consultation before termination**

- (a) Where the employer decides that the employer no longer wishes the job an employee/s has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee/s directly affected and, where relevant, their union/s.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision which will invoke the provisions of clause 10.2(a) and shall cover the reasons for the proposed terminations and measures to avoid or minimise the terminations and/or their adverse effects on the employee/s concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employee/s concerned and, where relevant, their union/s, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out.

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

### **10.3 Transfer to lower paid duties**

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

### **10.4 Employee leaving during notice period**

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

### **10.5 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee must, at the request of the employer, produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) Clause 10.5 applies instead of clause 9.4 in cases of redundancy.

### **10.6 Transmission of business**

- (a) Where a business is, whether before or after the date of commencement of this Award, transmitted from the employer (transmittor) to another employer (transmittee) and an employee who at the time of such transmission was an employee of the transmittor of the business becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.

- (b) In clauses 10.6 and 10.7, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

### **10.7 Exemption where transmission of business**

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

- (a) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or
- (b) where the employee rejects an offer of employment with the transmittee:
  - (i) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
  - (ii) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

### **10.8 Alternative employment**

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

### **10.9 Employees exempted**

Clauses 10.1 to 10.8 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to an employee engaged for a specific period or task/s; or
- (c) to a casual employee; or
- (d) to an employee with less than one year's continuous service, in which case the general obligation on the employer should be no more than to give the relevant employee an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employee of suitable alternative employment.

## **11. Consultation - Introduction of changes**

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

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

**11.2 Employer's duty to consult over change**

- (a) The employer shall consult the employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 11.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.
- (d) Notwithstanding the provision of clause 11.2(c), the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

**PART 4 - Minimum Salary Levels, Allowances and Related Matters**

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

**12. Classifications and minimum wage rates**

**12.1 Classification structure**

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

**12.2 Minimum salary levels**

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

<b>Classification Level</b>	<b>Relativity to Age 21 Rate %</b>	<b>Increment Level</b>	<b>Award Rate<sup>1</sup> Per Fortnight \$<sup>2</sup></b>	<b>Annual Salary<sup>3</sup> \$<sup>2</sup></b>
<b>Level 1</b>	88	1 <sup>st</sup> year of service <sup>4</sup>	1,597	41,664
	90	2 <sup>nd</sup> year of service	1,616	42,160
	92	3 <sup>rd</sup> year of service	1,634	42,629
	94	4 <sup>th</sup> year of service	1,653	43,125
<b>Level 2</b>	96	1 <sup>st</sup> year of service	1,673	43,647
	98	2 <sup>nd</sup> year of service	1,691	44,116
	100	3 <sup>rd</sup> year of service	1,721	44,899
<b>Level 3</b>	107	1 <sup>st</sup> year of service	1,794	46,804
	110	2 <sup>nd</sup> year of service	1,826	47,639
<b>Level 4</b>	112	1 <sup>st</sup> year of service	1,842	48,056

Classification Level	Relativity to Age 21 Rate %	Increment Level	Award Rate <sup>1</sup> Per Fortnight \$ <sup>2</sup>	Annual Salary <sup>3</sup> \$ <sup>2</sup>
	115	2 <sup>nd</sup> year of service	1,874	48,891
<b>Level 5</b>	122	1 <sup>st</sup> year of service	1,948	50,821
	125	2 <sup>nd</sup> year of service	1,979	51,630

*Notes:*

- <sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2018 Declaration of General Ruling.
- <sup>2</sup> Rounded to the nearest dollar.
- <sup>3</sup> Annual salaries (fortnightly rate x 26.089) are for reference purposes only.
- <sup>4</sup> **Year of service** shall mean total years of service of a clerical employee within a particular classification level in the industry as a whole, including years of service with the employer.

- (b) Each classification level contains varying paypoints which provide for automatic yearly service increments within a classification level. Appointment to a higher classification level is to occur where an employee is required to perform duties and skills at a higher level in accordance with the classification criteria.
- (c) An employee may progress to a higher classification level in accordance with clause 12.2(b) without having progressed through all paypoints within a lesser level.
- (d) Salaries shall be paid weekly or fortnightly and may, at the discretion of the employer, be paid by electronic funds transfer.

**12.3 Junior rates of pay**

- (a) The minimum salaries payable to junior employees are prescribed in the table below:

Age	Percentage of minimum adult rate %
under 18 years of age	55
18 and under 19 years of age	65
19 and under 20 years of age	75
20 and under 21 years of age	85

- (b) Junior rates of pay are expressed as a percentage of the appropriate minimum adult rate in either Level 1 or Level 2, with the first paypoint in Level 1 or Level 2 reflecting the wage rate upon which the junior percentages above are to be calculated.
- (c) Whether the first paypoint in Level 1 or Level 2 is used depends on whether the junior is performing work which falls within Level 1 (in which case the first adult paypoint of Level 1 is used) or any level above Level 1 (in which case the first adult paypoint in Level 2 is used).
- (d) Once a junior employee reaches 21 years of age the employee must be assigned to the appropriate Level (1 to 5) and commence at the first paypoint of that Level.
- (e) The rates of pay applying to junior employees shall be calculated in multiples of \$0.10 with any result of \$0.05 or more being adjusted to the next highest \$0.10 multiple.

**12.4 Incidental and peripheral tasks**

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

- (a) the direction does not affect the employee's entitlement to higher or other duties allowances provided in this Award; and

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

**12.5 Performance of higher duties**

An employee directed to temporarily fill a position for more than two working days at a higher classification level shall be paid extra remuneration at the first paypoint of the classification level of the position being temporarily filled.

**13. Allowances**

**13.1 Divisional and District parities**

- (a) In addition to the rates of wages set out in this Award, the following weekly amounts shall be paid to employees employed in the Divisions and Districts referred to hereunder:

<b>Division and District</b>	<b>Per week \$</b>
Northern Division, Eastern District	1.05
Northern Division, Western District	2.20
Mackay Division	0.90
Southern Division, Western District	1.05

- (b) Divisions:

- (i) Northern Division - That portion of the State along or north of a line commencing at the junction of the sea coast with the 21st parallel of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees 30 minutes of south latitude; then from that latitude due west to the western border of the State.
- (ii) Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees of south latitude; then from that latitude due east to the sea coast; then from the sea-coast northerly to the point of commencement.
- (iii) Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

- (c) Districts:

- (i) Northern Division:
  - (A) Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.
  - (B) Western District - The remainder of the Northern Division.
- (ii) Southern Division:
  - (A) 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 from that longitude due north to 25 degrees of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due north to the southern boundary of the Mackay Division.
  - (B) Western District - The remainder of the Southern Division.

### **13.2 First-aid allowance**

An employee holding a certificate in first-aid issued by the Queensland Ambulance Service or equivalent qualification who is appointed in writing by a chief executive as a first-aid attendant/officer shall be paid an additional \$31.50 per fortnight which shall be treated as part of the employee's ordinary fortnightly salary for the purposes of annual leave (but not loading on leave), sick leave, long service leave and all other paid leave.

### **13.3 Motor vehicle or bicycle allowance**

- (a) Where the employer requires an employee to use their own vehicle in or in connection with the performance of their duties, the employee shall be paid an allowance for each kilometre of authorised travel as follows:
  - (i) motor vehicle - \$0.79 per kilometre; and
  - (ii) motorcycle - \$0.27 per kilometre.
- (b) The employer may require an employee to record full details of all such official travel requirements in a log book.
- (c) Where the employer requires an employee to use their own bicycle in or in connection with the performance of their duties, such employee will be paid an allowance of \$3.65 per week.

### **13.4 Overtime meal allowances and meal breaks**

- (a) An employee required to work overtime for:
  - (i) more than 2 hours after ordinary ceasing time or for more than one hour continuing beyond 1800 on any normal working day; or
  - (ii) more than 4 hours on a Saturday, Sunday, or rostered day off;shall be provided with an adequate meal at the employer's expense or paid a meal allowance of \$13.40 in lieu of the provision of such meal.
- (b) Where the employer requires the employee to continue working for a further 4 hours of continuous overtime work in either of the situations mentioned in clause 13.4(a), the employee will be entitled to a 30 minute meal break and either provided with an adequate meal at the employer's expense or paid an additional meal allowance of \$13.40.
- (c) Where an employee has been given notice to work overtime on the previous working day or prior thereto, and has brought to work a prepared meal and such overtime is cancelled, the employee shall be paid a meal allowance of \$13.40 for such prepared meal.

### **13.5 Adjustment of monetary allowances**

- (a) The monetary allowances prescribed in clauses 13.2 (first-aid allowance) and 13.3(c) (bicycle allowance) shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.3(a) (motor vehicle allowance) and 13.4 (overtime meal allowance), respectively, shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

- (c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index (ABS Cat No. 6401.0 - Table 7)</u>
Motor vehicle allowance (last adjusted 1 September 2018)	Private motoring sub-group
Overtime meal allowance (last adjusted 1 September 2018)	Take-away and fast foods sub-group

#### **14. Superannuation**

- (a) Subject to Commonwealth legislation and clause 14(b), all employers subject to this Award must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).
- (b) Where Commonwealth legislation provides for choice of fund rights to an employee subject to this Award, and that employee fails to elect which superannuation fund to which employer contributions are directed, the employer will direct contributions to the appropriate fund prescribed in the abovementioned Queensland legislation.

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

#### **15. Hours of duty**

##### **15.1 Ordinary hours of duty**

- (a) The ordinary hours of duty for all employees covered by this Award, exclusive of meal breaks, shall be an average of 38 hours per week and 7.6 hours per day, with a maximum of 10 hours per day.
- (b) The ordinary hours in clause 15.1(a) are to be worked on one of the following bases as agreed between the employer and the employees concerned:
- (i) 38 hours within a work cycle not exceeding 7 consecutive days; or
  - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
  - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (c) An employer and an employee or groups of employees may agree that the ordinary hours of work are to exceed 8 hours on any day, thus enabling more than one day to be taken off during a particular work cycle.
- (d) Different methods of working a 38 hour week may apply to individual employees, groups or sections of employees in each location concerned.
- (e) (i) Where the arrangement of ordinary hours of work provides for a rostered day off, the employer and an individual employee and/or the majority of employees concerned may agree to accrue up to a maximum of 10 rostered days off. Consent to accrue rostered days off shall not be unreasonably withheld by either party.

- (ii) Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which each rostered day off was accrued.

### **15.2 Spread of ordinary hours of duty**

- (a) The spread of ordinary hours of duty for employees covered by this Award shall be 0630 to 1830 Monday to Friday and, subject to clause 15.2(b), 0630 to 1230 Saturday.
- (b) Any arrangement of hours which includes a Saturday as ordinary hours shall be subject to agreement between the employer and the majority of employees concerned.
- (c) The spread of ordinary hours may be altered as to all or a section of employees if there is agreement between the employer and the employee or the majority of employees concerned.
- (d) Ordinary hours of duty may be worked on not more than five consecutive days in a week, Monday to Saturday inclusive.
- (e) The employer may stagger the ordinary starting and finishing times of various groups of employees or individual employees.
- (f) Employees are required to observe the nominated starting and finishing times for the work day including designated breaks to maximise available working time. Preparation for starting and finishing work including personal clean up will be in the employee's time.

### **15.3 Payment for working ordinary hours**

All ordinary hours of duty performed by an employee within the ordinary spread of hours prescribed in clause 15.2 shall be paid for as follows:

- (a) Monday to Friday - ordinary time;
- (b) Saturday - time and one-quarter (except casuals who shall be paid at their usual casual hourly rate); and
- (c) on a public holiday - at the rate prescribed in clause 23.1.

## **16. Meal breaks**

- (a) (i) Except where otherwise agreed between the employer and the employee, an employee shall be entitled to a minimum of 30 minutes and a maximum of 60 minutes for lunch between 1100 and 1430 on ordinary working days and on the weekend if overtime is worked.
- (ii) In the absence of a mutual agreement to the contrary, no employee shall be required to work more than 6 hours without a meal break.
- (b) All time worked, at the request of the employer, during the mutually agreed meal times or during the meal times where there is no mutual agreement shall be paid for at double ordinary rates.

## **17. Rest pauses**

- (a) All employees are entitled to a paid rest pause of 10 minutes duration in the employer's time in the first and second half of the working day, subject to the following:
  - (i) a total of 10 minutes for an employee who works for more than 3 hours but less than 6 ordinary hours in any day; or

- (ii) a total of 20 minutes for an employee who works for at least 6 ordinary hours in any day.
- (b) The employer may determine that the rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day with the 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken into approximately 3 equal working periods.
- (c) All rest pauses shall be taken at such times as will not interfere with the continuity of work where such continuity is necessary.

## **18. Overtime**

### **18.1 Overtime**

- (a) All authorised overtime worked by an employee in excess of their ordinary daily hours of duty or outside their spread of ordinary working hours on a Monday to Friday, inclusive, shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter.
- (b) All authorised overtime worked by an employee on a Saturday or rostered day off shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum payment as for 2 hours' work.
- (c) All authorised overtime worked by an employee on a Sunday shall be paid at the rate of double time with a minimum payment as for 2 hours' work.
- (d) All authorised overtime worked by an employee on a public holiday shall be paid at the rate prescribed in clause 23.1.
- (e) The minimum payments provided in clauses 18.1(b) and (c) shall not apply where such overtime is performed immediately preceding or following ordinary hours.
- (f) When an employee ceases overtime work and their usual means of transport is not available, the employer shall pay any reasonable additional amount incurred by the employee in reaching home.

### **18.2 TOIL**

- (a) In lieu of the provisions in clause 18.1, by mutual agreement with their employer, an employee may elect to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (b) TOIL will be accrued on a time for time basis.
- (c) If TOIL has not been taken within 4 weeks of accrual, an employee may request payment of the TOIL at the relevant overtime rate.

### **18.3 Fatigue leave/rest period after overtime**

- (a) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that 10 consecutive hours off duty has not occurred shall be released after completion of such overtime until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the employer, an employee resumes or continues ordinary work without having had 10 consecutive hours off duty the employee shall be paid double rates until released

from duty and shall then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.

#### **18.4 Meal breaks on overtime**

All employees covered by this Award who work overtime are entitled to meal breaks and, where relevant, meal allowances as prescribed in clause 13.4.

## **PART 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

Annual leave is provided for in Division 5 of the QES. Clause 19.1 supplements the QES.

#### **19.1 Payment for annual leave**

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

- (a) an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave; and
- (b) a further amount equal to 17.5% of the amount calculated in accordance with clause 19.1(a).

### **20. Personal leave**

- (a) Personal leave is provided for in Division 6 of the QES and covers:
  - (i) sick leave;
  - (ii) carer's leave;
  - (iii) bereavement leave; and
  - (iv) cultural leave.

### **21. Parental leave**

- (a) Parental leave is provided for in Division 8 of the QES and covers:
  - (i) birth-related leave for an employee who is pregnant or whose spouse gives birth;
  - (ii) adoption leave; and
  - (iii) surrogacy leave.
- (b) Notwithstanding the provisions of Subdivision 2 of Division 8 of the QES, all full-time and part-time employees are entitled to parental leave upon commencement of employment.
- (c) An employee who is pregnant, during the term of her pregnancy until 6 weeks before the expected date of birth of her child or lesser period as approved by the employer, may request to work part-time or other flexible work arrangements.
- (d) An employee who has taken leave to attend compulsory interviews or examinations as part of an adoption process or who has taken leave to attend compulsory interviews or court hearings associated with a surrogacy arrangement may request that such leave be taken as paid annual leave.

- (e) In addition to the provisions of Subdivision 6 of Division 8 of the QES an employee who has returned to work on a part-time basis may seek to return to the position they held prior to commencing parental leave.
- (f) If the position mentioned in clause 21(e) no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is, as nearly as possible, comparable in status and remuneration to that of the employee's former position.
- (g) The employer must make a position to which the employee is entitled available to the employee.

## **22. Long service leave**

Long service leave, including for casual employees, is provided for in Division 9 of the QES.

## **23. Public holidays**

Public holidays are provided for in Division 10 of the QES. Clauses 23.1 and 23.2 supplement the QES provisions.

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

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
  - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
  - (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) An employee (including a casual employee) who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 18.1.
- (c) An employee (including a casual employee) who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payment provided in clauses 23.1(a)(ii) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.
- (e) Where a public holiday falls on an employee's rostered day off, the employee shall receive another day off in lieu thereof or one day shall be added to the employee's annual leave for each public holiday so occurring **or**, by mutual agreement, an extra day's wages may be paid in lieu of each such holiday.

### **23.2 Substitution**

- (a) Subject to statutory limitations (such as the time work may not be performed on Anzac Day) where there is agreement between the chief executive and an employee or employees, another ordinary working day may be substituted for a public holiday.

- (b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.

#### **24. Jury service**

Jury service is provided for in Division 12 of the QES.

### **PART 7 - Transfers, Travelling and Working Away from Usual Place of Work**

#### **25. Travelling and relieving expenses**

An employee who is required to:

- (a) travel on official duty; or
- (b) take up duty away from the employee's usual place of work to relieve another employee; or
- (c) to perform special duty,

is to be reimbursed actual and reasonable expenses for accommodation, meals and incidental expenses necessarily incurred by the employee.

### **PART 8 - Training and Related Matters**

#### **26. Training, learning and development**

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

- (h) Where an employee undertakes a course or training at the request of the employer, such training shall not result in the loss of any ordinary time earnings by the employee and shall wherever possible be conducted in the employer's time. All costs associated with such training shall be borne by the employer.

## **PART 9 - Union Related Matters**

### **27. Union encouragement**

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

### **28. Union delegates**

- (a) The parties acknowledge the constructive role democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.
- (b) Employees will be given full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.
- (c) Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that the employer and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- (d) Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

### **29. Industrial relations education leave**

- (a) Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- (b) Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year, approved by the chief executive, to attend industrial relations education sessions.
- (c) Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the chief executive, the relevant union and the employee.

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

### **30. Right of entry**

- (a) Authorised industrial officer
  - (i) An 'authorised industrial officer' is any union official holding a current authority issued by the Industrial Registrar.
  - (ii) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the union.
- (b) Entry procedure
  - (i) An authorised industrial officer may enter a workplace at which the employer carries on a calling of the officer's organisation, during the employer's business hours, to exercise a power under Chapter 9, Part 1, Division 5, Subdivision 2 of the Act as long as the authorised industrial officer:
    - (A) has notified the employer or the employer's representative of the officer's presence; and
    - (B) produces their authorisation, if required by the employer or the employer's representative.
  - (ii) Clause 30(b)(i) does not apply if, on entering the workplace, the officer discovers that neither the employer nor the employer's representative having charge of the workplace is present.
  - (iii) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
  - (iv) If the authorised industrial officer does not comply with a condition of clause 30(b)(i) the authorised industrial officer may be treated as a trespasser.
- (c) Inspection of records
  - (i) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 339 of the Act.
  - (ii) An authorised industrial officer is entitled to inspect such time and wages records of any current employee except if the employee:
    - (A) is ineligible to become a member of the authorised industrial officer's union; or
    - (B) has made a written request to the employer that they do not want their record inspected.

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

(d) Discussions with employees

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

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

(e) Conduct

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

*Note: Clause 30 - Right of entry, deals with comparable provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to Chapter 9, Part 1, Division 5 of the Act as amended from time to time.*

## **Schedule 1 - Generic Level Statements**

### **Classification criteria**

The generic level statements in this schedule are guidelines to determine the appropriate classification level under this Award and consist of characteristics and typical duties/skills.

The characteristics are the principal or primary guide to classification as they are designed to indicate the level of basic knowledge, a comprehension of issues, problems and procedures required and the level of responsibility/accountability of the position. The totality of the characteristics must be read as a whole to obtain a clear understanding of the essential features of any particular level and the competency required.

The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended within the particular level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own. Employees at any particular level may perform/utilise one such duty/skill, or many of them, depending on the particular work allocated.

The key issue to be looked at in properly classifying an employee is the level of initiative, responsibility/accountability, competency and skill that the employee is required to exercise in the work performed within the parameters of the characteristics and not the duties performed per se. It will be noted that some typical indicative duties/skills appear at only one level, whereas others appear in more than one level with little apparent differentiation.

However, when assigning a classification to an employee, or when reclassifying an employee, this needs to be done by reference to the specific characteristics of the level. For example, whilst shorthand is first specifically mentioned in Level 2 (100 wpm) in terms of typical duties/skills, it does not mean that as soon as an employee performs any shorthand that they automatically become Level 2. They would achieve a Level 2 classification when they have achieved the level of initiative, responsibility/accountability, skill and competency envisaged by the characteristics.

Level 1 in this structure is to be viewed as the level at which employees learn and gain competency in the basic clerical skills required by the employer, which in many cases, would lead to progress through the classification structure as their competency and skills are increased and utilised.

In the event that there is a claim for reclassification by an employee to a higher level under this structure on the ground that the employee's duties and responsibilities are reflected within the classification criteria for that level, the prevention and settlement of disputes procedure in clause 7.1 shall be followed.

### **Level 1**

#### **Work level description**

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows.

#### **Characteristics of the work**

Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions. Later, work is likely to be performed under routine supervision with intermittent checking.

Such employees perform routine clerical and office functions requiring an understanding of clear, straight forward rules or procedures. Problems can usually be solved by reference to established practices, procedures and instructions.

Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification.

### **Typical duties/skills**

Indicative typical duties and skills of this level may include:

- directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and greeting of visitors e.g. reception, switchboard.
- telephonists involved in the manipulation of communication apparatus, including computerised keyboard/switchboard/call centre.
- maintenance of basic manual and/or computerised records.
- scanning documents and filing electronic documents and emails in a document management system.
- uploading documents to the intranet or internet.
- filing, recording, matching, checking and batching of accounts, records, invoices, orders, store requisitions etc.
- handling, recording or distributing mail including messenger service.
- simple stock control functions (e.g. seeing that the office or department has adequate supplies of stationery, standard printed forms, tea room amenities etc.) within clearly established parameters.
- data entry, typing and audio typing. The routine operation of a range of equipment including scanners, adding machines, calculators, cash registers, facsimile machines, photocopiers, guillotines, franking machines, switchboard, computerised radio/telephone equipment, or any other equipment to facilitate communications, paging systems, telephone/intercom systems, telephone answering machines.
- the basic use of keyboard operated equipment including desktop computers and laptops, tablets and printers.

## **Level 2**

### **Work level description**

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows.

### **Characteristics**

This level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under limited supervision.

Employees at this level are responsible and accountable for their own work, with checking related to overall progress. In some situations detailed instructions may be necessary. Employees are required to exercise judgement and initiative within a broad range of their skills and knowledge.

The work of these employees may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.

### **Typical duties/skills**

Indicative typical duties and skills at this level may include:

- reception/switchboard/call centre duties as in Level 1 and in addition, responding to enquiries, where presentation and the use of interpersonal skills together with the acquisition of sound

knowledge of the organisation's operations and services are a key aspect of the position, e.g. reception/switchboard.

- specialised operations of computerised telephone/switchboard equipment, desktop computer and laptop.
- word processing e.g. the use of a word processing software package to create, format, edit correct, print and save text documents.
- stenographer/person solely employed to take shorthand at 100 words per minute and to transcribe by means of appropriate keyboard equipment at 98% accuracy.
- data entry, typing and audio typing at 65 words per minute at 98% accuracy.
- maintenance of electronic and hard-copy documents, emails, correspondence and publications, including initial processing and recording relating to the following:
  - reconciliation of accounts balance
  - incoming/outgoing cheques
  - invoices
  - debit/credit items
  - payroll data
  - petty cash imprest system
  - letters etc.
- secretarial - performing a broad range of clerical functions within this level.
- update calendars for specific individuals, groups or purposes (e.g. out of office calendar, training calendar, project team calendar) including booking meetings, rooms and resources.
- computer applications involving clerical skills at this level, which may include one or more of the following functions:
  - maintain and update document management systems
  - create a data base/files/records
  - spreadsheet/worksheet
  - graphics
  - accounting/payroll file following standard procedures and using existing models/fields of information.

### **Level 3**

#### **Work level description**

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

#### **Characteristics**

Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work.

Work is likely to be without supervision with general guidance on progress and outcomes sought and involves the application of knowledge with depth in some areas and a broad range of skills. Initiative, discretion and judgement are required in carrying out assigned duties.

Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Level 1 and 2 and would be able to train such employees by means of personal instruction and demonstration.

#### **Typical duties/skills**

Indicative typical duties and skills in this level may include:

- prepare cash payment summaries, banking report and bank statements, calculate and maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger etc. at a higher level than at Level 2.
- provide detailed advice and information on the organisation's products and services; respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills.
- secretarial - performing a broad range of clerical functions at a higher level than at Level 2.
- apply computer software packages utilizing clerical skills at a higher level than at Level 2.

#### **Level 4**

##### **Work level description**

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

##### **Characteristics:**

Employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give independent advice and/or information to the organisation and clients in relation to specific areas of their responsibility.

Whilst not a pre-requisite a feature of this level is responsibility for supervision of employees in lower levels in terms of co-ordinating work flow, checking progress and resolving problems.

Judgement is required in planning and selecting appropriate equipment, services, techniques and work organisation for self and others.

They exercise initiative, discretion and judgement regularly in the performance of their duties. They are able to train employees in Levels 1-3 by personal instruction and demonstration.

##### **Typical duties/skills**

Indicative typical duties and skills in this level may include:

- secretarial/executive services - performing a broad range of clerical functions at a level higher than at Level 3, which may include the following:
- maintain executive diary; attend executive/organisational meetings and take minutes; establish and/or maintain current working and personal filing systems for executive; answer executive correspondence from verbal or handwritten instructions.
- responsibility for the preparation of financial/tax schedules; calculation of costings and/or wage and salary requirements; completion of personnel/payroll data for authorisation; reconciliation of accounts to balance.
- advise on/provide information on one or more of the following:
  - employment conditions;
  - workers compensation procedures and regulations;
  - superannuation entitlements, procedures and regulations.
- apply computer software packages utilizing clerical skills at a level higher than at Level 3.

#### **Level 5**

##### **Work level description**

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

## **Characteristics**

Employees at this level are subject to broad guidance or direction and would report to more senior staff as required.

Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to independently advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field/s of their expertise.

They are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, in terms of, inter alia, scheduling workloads, resolving operations problems, monitoring the quality of work produced as well as counselling staff for performance as well as work related matters.

They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They often exercise initiative, discretion and judgement in the performance of their duties.

The possession of relevant post secondary qualifications may be appropriate but not essential.

## **Typical duties/skills**

Indicative typical duties and skills in this level may include:

- operates and is responsible for a complex and diverse payroll system.
- apply detailed knowledge of organisation's objectives, performance, projected areas of growth, product trends and general industry conditions for the purposes of assisting in developing policy or new products and services to meet changing market needs or other circumstances.
- application of computer software packages including evaluating and determining optimum software solutions or the integration of complex word processing/data/graphics text.
- prepare internal reports for management in any or all of the following areas:
  - account/financial
  - staffing
  - legislative requirements
  - other significant company activities/operations.
- finalise quotations or costings by applying a detailed knowledge of variable inputs, margins, market conditions, supply and delivery arrangements.
- executive secretary/executive assistant who performs a broad range of executive support functions with minimal direction or supervision.

## Schedule 2 - Supported Wage System

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

**Definitions** - In this Schedule:

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

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

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

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

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

**sws wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

### Eligibility criteria

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

### Supported wage rates

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

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

\***Note:** The minimum amount payable to an employee receiving a supported wage must not be less than \$86 per week.

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

### **Assessment of capacity**

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

### **Review of assessment**

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

### **Other terms and conditions of employment**

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

### **Workplace adjustment**

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

### **Trial period**

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

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