

CITATION: *Cootharinga Society of North Queensland (Enterprise) Award 2003*
Reprint of Award - 1 November 2010
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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**COOTHARINGA SOCIETY OF NORTH QUEENSLAND
(ENTERPRISE) AWARD 2003**

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Cootharinga Society of North Queensland (Enterprise) Award 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Cootharinga Society of North Queensland (Enterprise) Award 2003 as at 1 September 2010.

Dated 1 November 2010.

[L.S.] G.D. Savill
Industrial Registrar

**COOTHARINGA SOCIETY OF NORTH QUEENSLAND
(ENTERPRISE) AWARD 2003**

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This Award is known as the Cootharinga Society of North Queensland (Enterprise) Award 2003.

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1.3 Award coverage

Without limiting the generality of clause 1.3, this Award shall apply to Cootharinga Society of North Queensland as Employer and the Employees for whom classifications and rates of pay are prescribed by this Award employed in or in connection with, or incidental to, the provision of services or assistance associated with support for persons with a disability, to maintain an independent lifestyle that is socially valued in the community in the least restrictive manner and no other Award shall apply.

1.4 Date of operation

This Award takes effect from 1 December 2003.

1.5 Definitions

For the purpose of this Award:

1.5.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.

1.5.2 "Broken Shift" means a shift of work performed by Employees that is broken into not more than 2 periods (excluding rest pauses and meal breaks) where the unpaid break in between such periods is greater than one hour.

1.5.3 "Casual Employee" means an Employee engaged as such and who is employed by the hour with a minimum of 2 hours' pay or payment therefore for each engagement:

Provided that the 2 hours or any greater period may be broken into 2 periods one of which be not less than one hour, but only where employed as an In Home Community Support Worker.

1.5.4 "Commission" means the Queensland Industrial Relations Commission.

1.5.5 "Employee" shall include any person employed by the Employer but shall not include a volunteer worker whilst engaged in voluntary work.

1.5.6 "Employer" means the Cootharinga Society of North Queensland.

1.5.7 "Level" means the skill and wages Level to which an Employee is assigned, and shall also include any one or more functions defined in any lower Level if required.

1.5.8 "Occupational Superannuation Fund" means the appropriate fund referred to in clause 5.8 (Occupational Superannuation).

1.5.9 "Part-time Employee" means an Employee who is engaged as such and who is regularly employed for not less than 15 hours each week.

1.5.10 "Union" means The Australian Workers' Union of Employees, Queensland and the Queensland Services, Industrial Union of Employees.

1.6 Parties bound

This Award is legally binding upon the Employees as prescribed by 1.4 and their Employers, and The Australian Workers' Union of Employees, Queensland and its members and the Queensland Services, Industrial Union of Employees and its members.

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 at each enterprise 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 in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.

2.1.3 Any proposed genuine agreement reached between the Employer and Employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

3.1 Consultation

The parties agree that adequate consultation and communication provides a major contribution to efficient, flexible and productive Employee and management practices. It is agreed that the need for proper consultation and communication required the introduction of a consultative mechanism and procedure appropriate to the size and needs of the organisation or service.

The form, structure and method of implementing consultative mechanism/practices shall be as determined at the local Level through negotiations between the Employer and Employees.

3.2 Grievance and dispute settling procedure

The matters to be dealt with in this procedure shall include all grievances or disputes between an Employee and the Employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single Employee or to any number of Employees.

- 3.2.1 In the event of an Employee having a grievance or dispute the Employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the Employee/s may bypass this Level in the procedure.
- 3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, the Employee or the Employee's representative may refer the matter to the next higher Level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the Employee or the Employee's representative.
- 3.2.3 If the grievance involves allegations of unlawful discrimination by a supervisor the Employee may commence the grievance resolution process by reporting the allegations to the next Level of management beyond that of the supervisor concerned. If there is no Level of management beyond that involved in the allegation the Employee may proceed directly to the process outlined at 3.2.5.
- 3.2.4 If the grievance or dispute is still unresolved after discussions listed in 3.2.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the Employer or the Employer's nominated industrial representative. An Employee who is not a member of a Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.2.2 will not result in resolution of the dispute.
- 3.2.5 If, after discussion between the parties, or their nominees mentioned in 3.2.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given in to the Commission accordance with the provisions of the Act.
- 3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.2.8 All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.2.9 Any Order or Decision of the Commission (subject to the parties right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.2.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

4.1 Employment categories

- 4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) full-time;
- (b) part-time (as defined); or
- (c) casual (as defined).

4.2 Part-time employees

- 4.2.1 "Part-time Employee" shall mean an Employee, other than a "Casual Employee" as defined in clause 1.5.3 who is engaged to work rostered regular hours each week with a minimum engagement of 15 hours per week. Such roster shall show the starting and ceasing times and the days upon which an Employee is engaged to work as well as the number of hours to be worked each week or as otherwise arranged by mutual agreement between the Employer and the Employee.
- 4.2.2 The ordinary working hours may be worked in broken periods and shall not be less than 3 hours per period or more than 12 hours continuously on any day.
- 4.2.3 A Part-time Employee shall be paid an hourly rate equal to the appropriate weekly rate prescribed by the Award and divided by 38.
- 4.2.4 A Part-time Employee shall be entitled to *pro rata* annual leave, sick leave, long service leave, bereavement leave and all public holidays on the same basis as full-time Employees on which the Employee would have otherwise worked in accordance with clause 4.2.1. When a public holiday occurs during a period of the Employee's annual leave, there shall be added to the Employee's annual leave an extra day for each such day so occurring.
- 4.2.5 A Part-time Employee who works more than 12 hours on any one day or more than 38 hours in any one week shall be paid overtime in accordance with clause 6.8 of the Award.
- 4.2.6 Subject to the provisions of clause 4.2, all other provisions of the Award relevant to full-time Employees shall apply to Part-time Employees.
- 4.2.7 *Savings clause*

No Employee to whom this Award applies, including a Casual Employee currently employed at the date of commencement of this Award, shall be transferred by their Employer to part-time employment or be terminated with a view to re-employment as a Part-time Employee without the consent of the Employee.

4.3 Local agreements

- 4.3.1 As part of the Structural Efficiency exercise and as an on-going process and subject to clause 3.1 (Consultation), the parties agree that discussion should take place, at a local Level to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction, and to suit the needs of each service.
- 4.3.2 By agreement between the Employer and Employees, local arrangements can be reached involving the following provisions:
- (a) Terms of engagement;
 - (b) Casual and Part-time Employees;
 - (c) Hours;
 - (d) Meal break;
 - (e) Wages (as to the classification structure and over award);
 - (f) Payment of wages;
 - (g) Arrangement of overtime;
 - (h) Weekend work;
 - (i) Use of vehicles.
- 4.3.3 The introduction of local arrangements shall be based on the following conditions:
- (a) such arrangements shall not, in the context of a total package, provide for a set of conditions of a lesser standard than that provided by the Award, with no Employee incurring an involuntary overall loss of income as a result of the conditions provided for in such arrangements;
 - (b) the majority of Employees must genuinely agree to the implementation of such arrangements;
 - (c) the Union shall not unreasonably oppose any arrangement;
 - (d) arrangements shall be recorded and be made available to any Employee.

4.4 Anti-discrimination

- 4.4.1 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) discrimination 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 the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

4.4.2 Accordingly, in fulfilling their obligations under the grievance and disputes settling procedure in clause 3.2, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.4.3 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.

4.4.4 Nothing in clause 4.4 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*; or
- (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.

4.5 Termination of employment

4.5.1 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.

4.5.2 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.

4.5.3 Notice of termination by employee

The notice of termination required to be given by an employee shall be one week, or payment forfeited in lieu thereof.

4.5.4 *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.

4.6 Introduction of changes

4.6.1 *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.

4.6.2 *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 4.6.1.
- (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.

4.7 Redundancy

4.7.1 *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 4.7.1(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.

4.7.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.7.1 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 4.5.

- (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.

4.7.3 *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 4.7.3, '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.

4.7.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.7.1, 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.

4.7.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.7.1, 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.

4.7.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.5.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.7.1(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.

4.7.7 *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.

4.7.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.7.1(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.

4.7.9 *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.

4.7.10 *Employees with less than one year's service*

Clause 4.7 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.

4.7.11 *Employees exempted*

Clause 4.7 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.

4.7.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.7 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.

4.7.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.7.6 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 4.7.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.7.14 *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.

4.8 **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)*.

4.9 **Continuity of service - transfer of calling**

In cases where a transfer of calling occurs, continuity of service should 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 **Definitions of classifications**

5.1.1 Movement between Levels is based upon experience and skills development as well formal qualifications in terms of the Level of supervision under which the Employee operates and the scope and Level of responsibility taken, and is at all times dependent upon the availability of positions and satisfactory performance appraisals.

(a) Level 1

Level 1 means an Employee engaged as such who under the direction of a supervisor works as a member of a team and supports the administrative requirements of the supervisor and other staff in all aspects of administrative functions. An Employee at this Level may undertake unskilled routine duties, which require limited theoretical knowledge or skills.

Level 1 Employees will be required to exercise good communication skills and interpersonal skills, where routine client liaison applies.

Employees under probation will commence at this Level, and after successful completion of the probationary period will proceed to the next salary point applying to their position.

(b) Level 2

Level 2 means an Employee engaged as such who under the general direction of a supervisor, in one or more locations, shall be required to work independently or as a member of a team.

The functions may include activities encompassed in Level 1. Level 2 Employees will be required to exercise good communication and interpersonal skills.

(c) Level 3

An Employee engaged at this Level shall mean an Employee so described in Levels 1 and 2 but who holds the qualification of Advanced Certificate Disabilities Studies or its equivalent.

(d) Level 4

Level 4 means an Employee engaged as a supervisor who, individually or as a member of a team, under limited direction performs any of the functions encompassed at Level 3. Level 4 Employees may also be required to lead a team of Employees engaged at Levels 1 to 3 providing services to clients and exercising initiative and undertaking some complex work involving service planning and program development. Good communication, interpersonal and liaison skills will be required.

(e) Level 5

Level 5 means an Employee engaged as a supervisor who under limited direction may be required to supervise and direct the work of a team of Employees engaged at Levels 1 to 3 providing services to clients.

An Employee at this Level shall have appropriate experience, training or tertiary qualifications as deemed appropriate. An Employee at this Level may undertake non-routine tasks of some complexity which require applied theoretical knowledge, and may be a multi-functioned Employee who is engaged to provide support and co-ordination of services to the Employer's clients. High Level communication, interpersonal and liaison skills will be required.

(f) Level 6

Level 6 means an Employee who is engaged as such, and who is under the limited direction of a manager. The Employee may be required to supervise and direct a team of Employees who provide services to clients. The Employee will be required to apply high Level theoretical knowledge to completion of non-routine tasks. Development of services and procedures to meet the Employer's objectives required.

High level planning, communication, interpersonal and liaison skills will be required in dealing with clients, Employees, general community and other service providers.

5.2 Wages

5.2.1 (a) Subject to clause 5.2 the minimum rates of wages payable to the following Levels shall be as follows:

		Total wage rate per annum \$
Level 1 (Probationary)	Point 1	33,666
Level 2	Point 1	34,666
	Point 2	35,470
	Point 3	36,270
Level 3	Point 1	35,770
	Point 2	36,470
	Point 3	37,270
Level 4	Point 1	42,666
	Point 2	43,416
	Point 3	44,166
Level 5	Point 1	44,916
	Point 2	46,166
	Point 3	47,362
Level 6	Point 1	48,608
	Point 2	49,958
	Point 3	51,358

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 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.

5.2.2 Initial appointment at Levels 1, 2 and 3 shall be based on an Employees work experience, qualifications and skills.

5.2.3 Initial appointment at Level 4, 5 and 6 shall be based on the supervisory functions required.

5.2.4 Movement within Levels subject to annual appraisal which will occur on the anniversary date of engagement:

Provided that a part-time or Casual Employee shall be required to complete the equivalent of a full working year (1976 hours) from the time of their first appointment, or of their last increment before being eligible for the next increment provided that a person who has completed 1976 hours of duty, or has received payment for 1976 hours, including annual, sick, bereavement and other paid leave, shall be deemed to have completed a full year.

5.2.5 Appointment to a pay point within a Level shall occur, at the date of the making of this Award, so as to provide recognition for years of service at the existing Level so determined:

Provided that on transition to the new scale Employees shall move to the step within their existing Level which is equal to or has the next highest dollar value. Where an Employee is in receipt of a salary in excess of the maximum of the Level to which the Employee's classification translates, the Employee shall retain the existing salary in accordance with the provisions of clause 5.6.

5.2.6 An Employee who is appointed to a position within Levels 1, 2, 3, or 4 and who is required to perform the duties of and assume the full responsibilities of a position in a higher Level at Level 2, 3, or 4, for more than 4 consecutive working days, will be paid at the salary of pay point one of that higher Level.

5.2.7 An Employee required to perform the duties and assume the full responsibilities of a position at Level 5 or 6 for more than 4 consecutive working days, shall be paid a percentage of that higher rate of salary attached to that position, as agreed between the Employer and Employee prior to the commencement of the period of higher duties.

5.2.8 The wage rates expressed at Levels 4, 5 and 6 are deemed to be annualised rates to include the additional remuneration which would otherwise be payable where such Employees are required to work overtime, night shifts, or week-ends.

5.2.9 *Casual employees*

The hourly rate for such Employees to be ascertained by dividing the appropriate weekly rate prescribed for permanent Employees of the same class by 38 and adding 23% thereto. The 23% loading is to be paid in addition to night shift allowance and weekend penalties where applicable.

5.3 Allowances

5.3.1 *Broken shift allowance*

Employees required to report for work more than once per day shall be paid a Broken Shift allowance of \$10.86 per day on each day they are so required to report.

5.4 Payment of wages

Wages to all Employees including casuals shall be paid in full in the employer's time at least once in each fortnight.

Provided that payment may be made by use of one of the following methods at the discretion of the employer:

- (a) Cash;
- (b) Cheque;
- (c) Electronic funds transfer (EFT) directly into the Employees account in any financial institution nominated by the Employee, which has that facility without cost to the Employee.

5.5 Savings clause

No Employee shall suffer a reduction in wages or conditions of employment as a result of the introduction of this

Award.

5.6 Pay averaging

Employees shall be entitled to a week's wages in accordance with clause 5.2 (Wages) for each week of the work cycle where a rostered day off falls, as provided for in clause 6.1 (Hours of work).

5.7 Occupational superannuation

The superannuation provisions for all Employees covered by this Award shall be in accordance with the Declaration of General ruling handed down by the Full Bench of the Commission and contained in 132 QGIG 1105-1111:

Provided that for each Employee the Employer shall contribute a sum in accordance with the provision of the Superannuation Guarantee Charge. This sum is to be paid to an approved superannuation scheme, retrospective to the date of the Employee's appointment:

Provided further that contributions shall be made into a nominated fund agreed between the Employer and the Union.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

6.1 Hours of work

6.1.1 Subject to clause 6.2 (Operation of 38 hour week) the ordinary hours of work shall be an average of 38 hours per week, Monday to Sunday, worked between 6.00 a.m. and 6.00 p.m., except as prescribed for a night shift in clause 6.6 (Night shift).

6.2 Operation of a 38 hour week

6.2.1 The hours of work shall be an average of 152 hours per 4 week cycle to be worked with a minimum of 3 hours per day within a spread of 6.00 a.m. to 6.00 p.m., provided that when the daily hours shall exceed 10 hours per day, such hours shall only be worked by mutual agreement.

No Employee shall work in excess of 12 hours per day (excluding sleep overs). No Employee shall be required to work more than 4 consecutive shifts of 10 hours or more without a rostered day off:

Provided that where practicable there shall be no Broken Shifts.

6.2.2 Employees shall be rostered to work 10 out of each 14 day cycle. Within each 14 day cycle an Employee will be rostered off for 4 days of which no less than 2 whole days shall be consecutive.

6.2.3 No Employee other than in the circumstances provided for in clause 6.2.1 will be rostered for duty beyond a maximum of 6 consecutive days without a rostered day off.

6.2.4 All work done by the Employee on a rostered day off is to be deemed overtime and to be paid for at the rate of double time in addition to the prescribed weekly rate.

6.3 Implementation of a 38 hour week

6.3.1 The 38 hour week shall be implemented on one of the following bases, most suitable to each location, after consultation with and given 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 fixing one or more work days on which all Employees will be off during a particular work cycle; or
- (d) 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.

6.3.2 Subject to the provisions of clause 6.3, the ordinary hours of work may exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.

6.3.3 Notwithstanding any other provision in clause 6.3, where the arrangement of ordinary hours of work provides for an accrued day off, those accrued days off shall be banked. The accrued days off so banked shall be taken in minimum blocks of 5 consecutive days or alternatively taken in conjunction with annual leave.

Accrued days off held in credit at the date of any termination of the Employee shall be paid in full as wages.

- 6.3.4 Where practicable, an accrued day off shall either be banked or otherwise arranged so as not to fall on days on which an Employee is required to attend consumer training.
- 6.3.5 Where such accrued days off falls on a public holiday, the following day may be taken where practicable in lieu thereof or the Employee and the Employer may agree to an alternative day off duty as substitution.
- 6.3.6 Each day of paid leave taken (not including annual leave, long service leave) and any public holiday occurring during that cycle of 4 weeks shall be regarded as a day worked for accrual purposes.
- 6.3.7 Different methods of implementation of the 38 hour week may apply to individual Employees, groups or sections of Employees in each location concerned.
- 6.3.8 *Payment of wages*

In the event that an Employee by virtue of the arrangement of their ordinary working hours is rostered off duty on a day which coincides with pay day such Employee shall be paid not later than the working day immediately following such pay day.

6.4 Procedure for discussion - 8 hour week

- 6.4.1 The Employer and all Employees concerned in each establishment shall consult over the most appropriate means of implementing and working a 38 hour week.
- 6.4.2 The object of such consultation shall be to reach agreement on the method implementing and working the 38 hour week in accordance with clause 6.4.
- 6.4.3 The outcome of such consultation shall be recorded in writing.
- 6.4.4 Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by Employees, the Employer shall have the right to make the final determination as to the method by which the 38 hour week is implemented from time to time.
- 6.4.5 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 the Employer and Employees concerned, utilising the provisions of clause 6.4.

6.5 Time sheets

Time-sheets or time-books or automated time accounting shall be provided by the employer wherein each employee shall enter daily the starting and ceasing times:

Provided that each employer shall keep posted in some position in these premises, accessible to the employee, a schedule setting out the ordinary starting and ceasing times between which the period is allotted for each meal.

6.6 Night shift

- 6.6.1 *Other than for employees engaged at Levels 4, 5 and 6.*
- (a) Night shift workers shall work the same hours in unbroken shifts as prescribed in clauses 6.1, 6.2 and 6.3 except that such a shift will include those hours between 6.00 p.m. and 6.00 a.m.
- (b) Night shift workers shall not be rostered for duty for a consecutive period exceeding 4 weeks unless otherwise agreed between the Employer and Employee. Every Employee coming off night duty shall have a minimum of 12 hours break before being again rostered for duty.
- (c) All work performed between 6.00 p.m. and 6.00 a.m. shall be paid in addition to the ordinary rate, a shift loading of 15%.
- (d) The minimum rate to be paid to a night shift worker for ordinary hours worked between midnight Friday and midnight Sunday shall be time and one half. Such extra payment shall be in substitution for and not cumulative upon the shift premium prescribed in clause 6.6.1(c).

6.7 On call - sleepover

- 6.7.1 An Employee authorised by the Employer to be on-call shall be paid an allowance equal to one hour's ordinary

rate of pay in respect to any 24 hour period or part during which the Employee is on-call during the period commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday.

- 6.7.2 The on-call allowance shall be equal to 2 hours' ordinary pay in respect to any other 24 hour period, or part; or any public holiday or part.
- 6.7.3 Where an Employee is paid such on-call allowance and the Employee is contacted to attend to work matters and such matters are attended to at Employee's residence, actual time worked up to half an hour shall not be deemed as paid time. Any time worked in excess of 30 minutes shall be paid at overtime rates and shall be rounded off to the nearest 30 minutes.
- 6.7.4 Where an Employee is required to sleep overnight on the Employer's premises for a period not exceeding 8 hours, an allowance calculated in terms of clause 6.7 shall be paid in respect of each such instance in addition to any other payments. All board and lodgings shall be provided free of charge to an Employee in respect of each such instance.
- 6.7.5 An Employee on sleepover shall be provided with at least 4 hours' work or payment therefore, for each instance where the Employee is required. Such work shall be performed immediately before or immediately after the sleepover period. Any payment prescribed by clause 6.7.3 shall be in addition to the minimum payment prescribed by clause 6.7.5.
- 6.7.6 In the event of an Employee on sleepover, as provided in clause 6.7, being required to perform work during the period, the Employee shall be paid for the time worked at the prescribed overtime rate with a minimum payment as for one hour worked. Where such work exceeds one hour, payment shall be made at the prescribed overtime rate for the duration of the work.
- 6.7.7 All time worked by an Employee whilst on sleepover shall be deemed to be overtime for the purposes of clause 6.8.1(d).

6.8 Overtime

6.8.1 *Other than for employees engaged at Levels 4, 5 and 6.*

- (a) All time worked in excess of the ordinary working hours or outside of the spread of hours shall be deemed to be overtime and, except in the case of night shift workers, shall be paid for at the rate of time and a-half for the first 3 hours on any one day and double time thereafter.

Double time shall be paid for all time performed outside of the ordinary working hours or outside of the spread of hours on a Sunday. Such payments shall be in addition to the actual or ordinary weekly salary paid to each employee.

For the purpose of clause 6.8 work in excess of the ordinary working hours shall be deemed to be work in excess of the maximum daily hours in clause 6.2 or a maximum of 76 hours in each fortnightly period.

- (b) Subject to mutual agreement in writing between the Employer and the Employee, an Employee may be compensated for working overtime in lieu of payment by being allowed time off, taken at the rate of time worked for time taken:

Provided that an Employee shall be required to clear accumulated time off in lieu within 3 months of the overtime being performed. If the Employer is unable to release the Employee accordingly, or at the time of termination for any reason by either party, then the Employee shall be paid for the overtime worked at the appropriate overtime rate.

- (c) Subject to prior approval by the Employer, an Employee may be granted time off notwithstanding that such time has not been worked as overtime in accordance with clause 6.8.1.

The Employer shall pay the Employee's salary as if the Employee worked ordinary hours during such time off:

Provided that the period of time off shall be made up in accordance with clause 6.8 through authorised overtime worked, within 4 weeks of the time off being taken, or the Employee's pay shall be reduced by the amount of such time off taken.

- (d) An Employee who works so much overtime between the termination of ordinary work on one day and the commencement of work on the next day, that the Employee has not had at least 10 consecutive hours off duty between those times, shall, subject to clause 6.8.1(d), be released after completion of such overtime until the

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

6.9 Extra payment for weekend work

6.9.1 Other than for employees engaged at Levels 4, 5 and 6.

All ordinary time worked between midnight Friday and midnight Sunday shall be paid at the rate of time and a-half.

6.10 Meal breaks

When an Employee is employed for at least 6 hours, such Employee shall be allowed not less than 30 minutes and not more than one hour for an unpaid meal break not later than 5 hours after commencing work:

Provided that in lieu of the foregoing, at the discretion of the Employer, an Employee may be allowed a paid crib break of 30 minutes, such period to be counted as time worked.

6.11 Rest pauses

6.11.1 Weekly employees

Weekly Employees shall receive a rest pause of 10 minutes' duration in the first half and the second half of each day worked.

6.11.2 Part-time and casual employees

Part-time and Casual Employees who work a minimum of 4 consecutive hours, but less than 9 consecutive ordinary hours on any day shall receive a rest pause of 10 minutes' duration. Employees who work a minimum of 8 consecutive ordinary hours (excluding the meal break) on any one day shall receive a rest pause of 10 minutes' duration in the first and the second half of the period worked.

6.11.3 Rest pauses shall be taken in the Employer's time and shall be taken at times to suit the convenience of the Employer and so as not to interfere with the continuity of work where continuity, in the opinion of the Employer is necessary:

Provided that where there is agreement between the Employer and the majority of Employees concerned 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 such 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into 3 approximately equal working periods.

Consent to combine the rest pauses shall not be unreasonably withheld by either party.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Every Employee (other than a Casual Employee) covered by this Award shall at the end of each year of employment be entitled to annual leave on full pay of 4 weeks.

Such annual leave shall be exclusive of any public holiday that may occur during the period of that annual leave and (subject to clause 7.1.4) shall be paid for by the Employer in advance:

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

7.1.2 If the employment of any Employee is terminated at the expiration of a full year of employment, the Employer shall be deemed to have given the leave to the Employee from the date of the termination of the employment and shall forthwith pay to the Employee in addition to all other amounts due, pay, calculated in accordance with clause 7.1.4, for 4 weeks and also ordinary pay for any public holiday occurring during such period of 4 weeks.

7.1.3 If the employment of any Employee is terminated before the expiration of a full year of employment, such Employee shall be paid, in addition to all other amounts due, an amount equal to 1/12th of the Employee's pay for the period of employment calculated in accordance with clause 7.1.4.

7.1.4 *Calculation of annual leave pay*

In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

(a) **Shift workers**

Subject to clause 7.1.4 (b) the rate of wages to be paid to a shift worker shall be the rate payable for work in ordinary time according to the Employee's roster or projected roster including Saturday, Sunday or public holiday shifts.

(b) **All Employees**

Subject to clause 7.1.4 (c) in no case shall the payment by an Employer to an Employee be less than the sum of the following amounts:

- (i) The Employees ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and weekend penalty rates).
- (ii) A further amount calculated at the rate of 17.5% of the amounts referred to in clause 7.1.4 (b)(i).

(c) Clause 7.1.4 (b) does not apply to the following:

- (i) Any period or periods of annual leave exceeding 4 weeks.
- (ii) Employers (and their Employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to Employees.

7.2 Sick leave

7.2.1 *Entitlement*

- (a) Every Employee, except casuals, and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their Employer.
- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked by the Employee if the Employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the Employer and Employee otherwise agree, no Employee shall be entitled to receive, and no Employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.
- (f) Part-time Employees accrue sick leave on a proportional basis.

7.2.2 *Employee must give notice*

The payment of sick leave is subject to the Employee promptly advising the Employer of the Employee's absence and its expected duration.

7.2.3 *Evidence supporting a claim*

When the Employee's absence is for more than 2 days the Employee is required to give the Employer a doctor's certificate, or other evidence to the satisfaction of the employer, about the nature and approximate duration of the illness.

7.2.4 *Accumulated sick leave*

An Employee's accumulated sick leave entitlements are preserved when:

- (a) The Employee is absent from work on unpaid leave granted by the Employer;
- (b) The Employer or Employee terminates the Employee's employment and the Employee is re-employed within 3 months; or
- (c) The Employee's employment is terminated because of illness or injury and the Employee is re-employed by the same Employer without having been employed in the interim.

The Employees accumulates sick leave entitlements whilst absent from work on paid leave granted by the Employer.

7.2.5 *Workers' compensation*

Where an Employee is in receipt of workers' compensation, the Employee is not entitled to payment of sick leave.

7.3 Bereavement leave

7.3.1 *Full-time and part-time employees*

Full-time and Part-time Employees shall, on the death of a member of their immediate family or household in Australia be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall 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) A "long-term Casual Employee" is 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 7.3.2.

7.3.3 "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 *Unpaid leave*

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 The Employee shall 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 Australia of an Employee's spouse, father or mother, and where such Employee travels outside of Australia to attend the funeral.

7.4 Long service leave

All Employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

7.5 Family leave

The provisions of the Family Leave Award apply to and are deemed to form part of this Award.

7.5.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;
- (b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

7.5.2 The Family Leave Award also provides for the terms and conditions of leave associated with:

- (a) Maternity leave
- (b) Parental leave
- (c) Adoption leave
- (d) Special responsibility leave for the care and support of the Employee's immediate family or household.

7.6 Public holidays

7.6.1 All work done by any Employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- Labour Day
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

7.6.2 Annual show

All work done by an Employee in a district specified from time to time by the Minister, by notification published in the *Gazette* or the *Queensland Government Industrial 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 principle city or town, as specified in such notification, of such district, shall be paid for at the rate of double time and a-half.

7.6.3 Double time and a-half

All time worked on any of the aforesaid holidays outside the ordinary starting and ceasing times prescribed by this Award for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by the Award for such time when worked outside the ordinary starting and ceasing times on an ordinary working day. Employees required to work on any of the aforesaid holidays shall be paid for a minimum of 4 hours work at double time and a-half.

7.6.4 Stand down

Any and every Employee who, having been dismissed or stood down by the Employer during the month of December in any year, shall be re-employed by that Employer at any time before the end of the month of January in the next succeeding year shall, if that Employee shall have been employed by that Employer for a continuous period of 2 weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid and shall be paid by the Employer (at the rate payable to that Employee when so 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 as aforesaid.

7.6.5 Holidays in lieu

Should any of the holidays mentioned in clause 7.6 fall on an Employee's rostered day off, such Employee shall receive another one or 2 days off as the case may be in lieu thereof, or one or 2 days shall be added to the Employee's annual leave, or alternatively, one or 2 days' wages at ordinary rates shall be paid in addition to the weekly wage.

7.6.6 Part-time employees

A Part-time Employee who usually works on a day of the week on which a public holiday falls and is not required to work on that day, shall be paid for the hours which would normally have been worked on that day.

7.6.7 Casual employees

Casual Employees required to work on a public holiday shall be paid at the rate of double time and a-half for all time

worked on any such public holiday.

7.7 Jury service

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.

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.

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.

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.

"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

8.1 Transport

8.1.1 Where an Employee is required to use their own transport for business purposes, the Employee shall be paid a vehicle allowance per kilometre as follows:

	Cents
Less than 1600 cc	41.11
600 cc-2000 cc	49.0
2000 cc-3000 cc	52.4
Over 3000 cc	55.9

8.1.2 Where an Employee, after having worked overtime, finishes work at a time when the Employee's customary means of transport is not available, and is unable to arrange reasonable alternative means of transport, the Employer shall provide the Employee with suitable means of transport to their home.

8.1.3 Travelling

An Employee who travels on approved official business shall be reimbursed reasonable expenses for accommodation, food, conference fees etc. and incidental expenses upon production of receipts and other evidence of incurred expenses. Payment of hours of work shall be in accordance with the provisions of Part 6 and clause 8.1.1

PART 9 - TRAINING AND RELATED MATTERS

9.1 Commitment to training and careers

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.

9.2 Training and education

- 9.2.1 The parties to this Award will co-operate in ensuring that appropriate training and cross skilling is available for all Employees and that such training where relevant to the Employees role will be provided at the expense of the Employer. The parties also agree to co-operate in encouraging Employees to avail themselves of the benefits of such paid training.
- 9.2.2 Training may be undertaken either on or off the job, provided that where mandatory or non-mandatory training is undertaken during ordinary hours, the Employee shall not suffer any loss of pay.
- 9.2.3 Where the Employer provides non-mandatory in-service training during working hours, Employees may be required to spend a period of equivalent unpaid training time as agreed between the relevant parties.
- 9.2.4 Employees shall be entitled to attend approved training programs, and may have time away from work without loss of pay to attend conferences, seminars or short term courses or training deemed by the Employer to be appropriate to the Employee's employment.

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

No provisions inserted in this Award relevant to this Part.

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 the 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 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 Act.
- (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) is a party to a QWA or ancillary document, unless the Employee has given written consent for the records to be inspected; or

- (iii) has made a written request to the Employer that the Employee does not want that Employee's 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 Act 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 record

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's award classification;
- (b) the Employer's full name;
- (c) the name of the Award under which the Employee is working;
- (d) 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;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the Employee is paid;
- (f) the gross and net wages paid to the Employee;
- (g) details of any deductions made from the wages; and
- (h) 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 Employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the Employee;
- (d) the date when the Employee became an Employee of the Employer;
- (e) if appropriate, the date when the Employee ceased employment with the Employer; and
- (f) if a Casual Employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, 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 Such records shall be open to inspection during the Employer's business hours by an Inspector of the Department

of Industrial Relations, in accordance with section 371 of the Act; or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

11.3 Union encouragement

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the 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 a Union

11.3.1 Documentation to be provided by employer

At the point of engagement, an Employer to whom this Award applies shall provide Employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the 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 shall also identify the existence of a Union encouragement clause in this Award.

11.3.2 Union delegates

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

The Employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.3.3 Deduction of union fees

Where arrangements can be entered into, Employers are encouraged to provide facilities for the deduction and remittance of Union fees for Employees who signify in writing to their Employer, their desire to have such membership fees deducted from their wages.

11.4 Posting of award

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

11.5 Trade union training leave

11.5.1 Upon application to the Employer by the accredited Employee representative which is endorsed by the relevant Union and on giving at least one month's notice, such Employee shall be granted up to 5 working days leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the Union:

Provided that an Employee who has so applied for such leave has at least 12 months' service with a current Employer prior to leave being granted.

11.5.2 The granting of such leave shall be subject to the convenience of the Employer and will not unduly affect the operations of the Employer.

11.5.3 The scope, content and Level of the course shall be such as to contribute to a better understanding of industrial relations within the Employer's operations.

11.5.4 No Employee shall be granted a second or subsequent period of leave prior to the expiration of 2 years from the date of commencement of the last period of such leave granted by the Employer.

11.5.5 The maximum number of Employees attending a course or seminar at the same time shall be 2.

11.5.6 Such paid leave will not affect other leave granted to Employees under this Award.

11.5.7 Clause 11.5 shall not apply to work sites where fewer than 15 Employees are covered by this Award.

Dated 9 December 2003.

By the Commission,
[L.S.] G.D. SAVILL
Acting Industrial Registrar.

Operative Date: 1 December 2003