

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

PARKS AND WILDLIFE EMPLOYEES AWARD - STATE 2016

Matter No. MA/2016/25

DEPUTY PRESIDENT O'CONNOR
DEPUTY PRESIDENT SWAN
INDUSTRIAL COMMISSIONER THOMPSON

5 December 2016

DETERMINATION

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

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

1. **Title**

- This Award is known as the *Parks and Wildlife Employees Award - State 2016*.

2. In clause 3:

- (a) By deleting the definition for "chief executive" and inserting the following in lieu thereof:

- chief executive** means a person appointed to that role pursuant to the provisions of the *Public Service Act 2008* or, for the purposes of this Award, such other person to whom the chief executive has delegated specific authorities

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

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

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

- Commission** means the Queensland Industrial Relations Commission

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

- employee** means a person described in clause 4.1(a) of this Award and refers to rangers or wildlife officers

- (e) By deleting the definition of "rostered day off" and inserting the following in lieu thereof:

- rostered day off** means a day, other than a scheduled day off, on which an employee is not rostered for duty as a result of time accrued under a method of working ordinary hours implemented in accordance with clauses 15.1 and 15.2

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- (f) By deleting the definition "scheduled day off" and inserting the following in lieu thereof:

scheduled day off means:

- for an employee whose ordinary hours of duty are Monday to Friday: Saturday and Sunday
- for an employee whose ordinary hours of duty include a Saturday and/or Sunday: one of the two days each week, or four days each fortnight, that the employee is not rostered for duty in accordance with clause 15.1(i). Depending on the working arrangements, a Saturday and/or Sunday may also be a scheduled day off

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

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

- (h) By deleting the definition of "work unit" and inserting the following in lieu thereof:

work unit means an identifiable group of employees within the employ of the employer covered by this Award

3. By deleting clause 4.1 and inserting the following in lieu thereof:

4.1 This Award applies to:

- (a) rangers and wildlife officers whose salaries or rates of pay are fixed by this Award employed pursuant to section 147 of the *Public Service Act 2008*; and
- (b) each chief executive (however titled) of a government department or entity which employs employees covered by this Award in their capacity as the employer of such employees; and
- (c) the following industrial organisations of employees:
 - (i) Australian Institute of Marine and Power Engineers' Union of Employees, Queensland; and
 - (ii) The Australian Workers' Union of Employees, Queensland,to the exclusion of any other award.

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

5. The Queensland Employment Standards and this Award

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

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

- (c) Any proposed genuine agreement reached between the employer and employees in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

6. By deleting clause 6.2 and inserting the following in lieu thereof:

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:

Determination

- (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.

7. By deleting the heading of clause 7.1 and inserting the following in lieu thereof:

7.1 Prevention and settlement of disputes - Award matters

8. By deleting clauses 7.1(d)(ii) and (iv) and inserting the following in lieu thereof:

- (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) ...
- (iv) if the matter is not resolved then it may be referred by either party to the Commission.

9. By deleting clause 7.1(e) and inserting the following in lieu thereof:

- (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.

10. By deleting clause 7.2 and inserting the following in lieu thereof:

7.2 Employee grievance procedures - other than Award matters

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

Determination

- 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.

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

8.1 Full-time employment

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

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12. By deleting clause 8.2(b) and inserting the following in lieu thereof:
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/76th of the minimum fortnightly rate of pay for their classification.

13. By deleting clause 8.2(c)(ii) and inserting the following in lieu thereof:
- (ii) Any such additional hours worked in excess of the agreed hours on any one day are to be paid for at the ordinary hourly rate or taken as TOIL in accordance with clause 18.3.

14. By deleting clause 8.3(a)(ii) and inserting the following in lieu thereof:
- (ii) A casual employee cannot be employed to work more ordinary hours than are worked by an equivalent full-time employee each week.

15. By deleting clause 8.3(c) and inserting the following in lieu thereof:
- (c) For each ordinary hour worked a casual employee shall be paid no less than 1/76th of the minimum fortnightly rate of pay for their classification plus a casual loading of 23%.

16. By deleting clause 9.1 and inserting the following in lieu thereof:

9.1 Notice of termination by the employer

Notice of termination by the employer is provided for in Division 9 of the QES. Clauses 9.2 to 9.5 supplement the QES provisions.

17. By deleting clause 9.2(b) and inserting the following in lieu thereof:
- (b) 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.

18. By deleting clause 9.4 and inserting the following in lieu thereof:

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.

19. By deleting clause 9.5 and inserting the following in lieu thereof:

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.

20. By deleting the Note under clause 10.1 and inserting the following in lieu thereof:

Note: Where a directive about redundancy and retrenchment covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.

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

Determination

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 termination/s and measures to avoid or minimise the termination/s 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 termination/s including the reasons for the proposed termination/s, 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.

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

- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee must, at the request of the employer, produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

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

- (a) Where a business is, whether before or after the date of commencement of this Award, transmitted from the employer (transmitter) to another employer (transmittee) and an employee who at the time of such transmission was an employee of the transmitter 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 transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.

24. By deleting clause 10.7(a) and inserting the following in lieu thereof:

- (a) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee; or

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

10.8 Alternative employment

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

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

Determination

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.

27. By deleting clauses 11.1(a) and (b) and inserting the following in lieu thereof:

- (a) Where the employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.
- (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.

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

11.2 Employer's duty to consult over change

- (a) The employer shall consult the employees affected and, where relevant, their union/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.

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

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

30. By deleting clause 12.3(a) and inserting the following in lieu thereof:

12.3 Minimum salary levels

- (a) **Operational stream**

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The minimum salaries payable to rangers and wildlife officers, including employees under 21 years of age, are prescribed in the table below:

Classification Level	Paypoint	Relativity to Age 21 Rate %	Award Rate ¹ Per Fortnight \$ ²	Annual Salary ³ \$ ²
Level 1	1	71	1,216	31,724
	2	76	1,301	33,942
	3	82	1,404	36,629
	4	87	1,489	38,847
	5	93	1,592	41,534
	6	98	1,678	43,777
Level 2 Age 21 ⁴	1	100	1,712 ⁴	44,664
	2		1,757	45,838
	3		1,804	47,065
	4		1,850	48,265
Level 3	1		1,878	48,995
	2		1,915	49,960
	3		1,954	50,978
	4		1,995	52,048
Level 4	1		2,075	54,135
	2		2,140	55,830
	3		2,206	57,552
	4		2,270	59,222
Level 5	1		2,328	60,735
	2		2,402	62,666
	3		2,478	64,649
	4		2,553	66,605
Level 6	1		2,660	69,397
	2		2,730	71,223
	3		2,799	73,023
Level 7	1		2,929	76,415
	2		2,998	78,215
	3		3,068	80,041

Notes:

- ¹ Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.
- ² Rounded to the nearest dollar.
- ³ Annual salaries (fortnightly rate x 26.089) are for reference purposes only.
- ⁴ Identifies the minimum salary payable to an employee aged 21 years and over classified in the Operational stream.

31. By inserting a new clause 12.3(c) as follows:

(c) Payment of salaries

Salaries shall be paid fortnightly and may at the discretion of the employer be paid by electronic funds transfer.

32. By deleting the introductory sentence in clause in 12.5 and inserting the following in lieu thereof:

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

33. By deleting clauses 12.8(a) and (b) and inserting the following in lieu thereof:
- (a) An employee directed to temporarily fill a position for more than three consecutive working days at a higher classification level under this Award shall be paid extra remuneration at the first paypoint of the classification level of the position being temporarily filled.
 - (b) An employee directed to temporarily fill a position for more than three consecutive working days at a higher classification level within a different stream under another Award shall be paid extra remuneration either:
 - (i) at the first paypoint of the classification level of the position being temporarily filled; or
 - (ii) at the next highest paypoint above their existing salary level within the classification level of the position being temporarily filled,whichever is higher.
34. By deleting clause 13.2 and inserting the following in lieu thereof:
- 13.2 Commercial vessel masters allowance**
- An employee who is required by Commonwealth legislation to possess a certificate of competency, i.e. "Coxswain Grade 1 Near Coastal (NC) - Restricted to Sheltered Waters" or higher qualification in order to perform their day-to-day duties shall be paid an extra \$25.60 per fortnight.
35. By deleting clause 13.3(a) and inserting the following in lieu thereof:
- (a) An employee whilst actually engaged on construction, reconstruction, alteration, repair and/or maintenance work (as defined in clause 13.3(b)) on site and in accordance with an approved work program shall be paid an additional \$1.30 per hour, which is to be treated as part of the employee's ordinary weekly wage rate for all purposes of this Award, to compensate for all disabilities associated with construction or reconstruction work.
36. By deleting clause 13.3(e) and inserting the following in lieu thereof:
- (e) The allowance is paid on an hourly basis with a minimum payment of four (4) hours per day on any day the allowance is payable. The allowance is not paid for general estate maintenance work (e.g. mowing and slashing; minor maintenance of buildings, shelters, picnic tables, fire places, carparks and fences; and cutting of timber for barbeques), nor in circumstances where clause 13.6 (live/raw sewerage) applies.
37. By deleting clause 13.5(a) and inserting the following in lieu thereof:
- (a) An employee who holds current accreditation for Fire Fighting level 1, whilst actually engaged on fire operations, shall be paid an additional \$2.26 per hour, which is to be treated as part of the employee's ordinary weekly wage rate for all purposes of this Award, to compensate for all disabilities associated with fire operations work.
38. By deleting the words "one half" in clause 13.6(a), and wherever they appear in the Award thereafter, and replace them with the term "one-half".
39. By deleting clause 13.6(b) and inserting the following in lieu thereof:
- (b) Clause 13.3 (construction, reconstruction etc) does not apply to an employee while they are in

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receipt of the live/raw sewerage allowance.

40. By deleting clause 13.7 and inserting the following in lieu thereof:

13.7 Motor vehicle allowance

- (a) Where the employer requires an employee to use their own vehicle in or in connection with the performance of their duties, the employee shall be paid an allowance for each kilometre of authorised travel as follows:
- (i) motor vehicle - \$0.77 per kilometre; and
 - (ii) motorcycle - \$0.26 per kilometre.
- (b) The employer may require an employee to record full details of all such official travel requirements in a log book.

Note: Where a directive about motor vehicle allowances covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.

41. By deleting clauses 13.8(a) and (d) and inserting the following in lieu thereof:

- (a) An employee required to commence work more than 2 hours before the ordinary commencing time shall be allowed one-half hour for breakfast in the employer's time provided the employee resumes work at the end of such half hour.
- ...
- (d) Where the employer requires an employee to continue working for a further 4 hours of continuous overtime work beyond the times mentioned in clause 13.8(b), the employee shall be entitled to a further 30 minute unpaid meal break and either provided with an adequate meal at the employer's expense or paid an additional meal allowance of \$12.85.

42. By deleting clause 13.9(d) and inserting the following in lieu thereof:

- (d) The parties to this Award may agree to include a new park or centre that meets the criteria in clauses 13.9(a)(i) and (ii) from the date that an employee commences duty at the location. An application to the Commission by either party to vary this Award to include the new park or centre may be made at any stage.

43. By deleting the introductory paragraph in clause 13.10 as well as clauses 13.10(a) to (c) and inserting the following in lieu thereof:

A ship keeping allowance shall be paid to employees when it is deemed necessary by the Master of the vessel for ship keeping duties to be undertaken, as follows:

- (a) ship keeping responsibilities are to be allocated by the Master taking into account competency levels and fatigue management requirements;
- (b) the allowance to be paid will be 2 hours at time and one-half (at the person's substantive classification level);
- (c) the two-hour period is cumulative, such that if additional time is required outside the two-hour period it shall be paid at the prescribed overtime rate/s for the time actually worked;

44. By deleting clause 13.12(a) and inserting the following in lieu thereof:

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- (a) An employee who is required to work in water of a depth of 750mm or more shall be paid an additional \$1.95 per hour for the actual time so engaged with a minimum payment of four (4) hours.

45. By deleting clause 13.13 and inserting the following in lieu thereof:

13.13 Adjustment of monetary allowances

- (a) Other than the expense related allowances at clauses 13.1(b) (victualling allowances), 13.7 (motor vehicle allowance), 13.8 (overtime meal allowances) and Divisional and District parties at clause 13.4, respectively, all other allowances specified in clause 13 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) Also at the time of any adjustment to the wage rates in this Award expense related allowances at clauses 13.1(b) (victualling allowances), 13.7 (motor vehicle allowance) and 13.8 (overtime meal allowances), respectively, shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0 - Table 7)</u>
Motor vehicle allowance <i>(last adjusted 1 September 2014)</i>	Private motoring sub-group
Overtime meal allowance <i>(last adjusted 1 September 2016)</i>	Take-away and fast foods sub-group
Victualling allowance <i>(last adjusted 1 September 2016)</i>	Take-away and fast foods sub-group

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

14. Superannuation

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

47. By deleting clauses 15.1(e) and (f) inserting in lieu thereof:

- (e) Where split shifts in a day may be required, such hours shall be mutually agreed upon between the employer and the district organiser or delegate of the union.

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- (f) Upon giving 7 days' notice or such shorter period as may be mutually agreed, the method of working the 38 hour week may be altered from time to time by the employer following negotiations between the employer and employees concerned, together with their union/s where relevant.

48. By deleting the clause 15.1(i) and inserting the following in lieu thereof.

- (i) Scheduled day off - where work is performed on other than a Monday to Friday basis:
 - (i) Unless prescribed elsewhere in this Award all employees whose ordinary hours of duty may be worked on days other than Monday to Friday shall be entitled to not less than two consecutive scheduled days off duty each week.
 - (ii) In lieu of two whole days off in each week, an employee may be allowed in each fortnightly period either one scheduled day off in one week and three consecutive scheduled days off in the other week or four consecutive scheduled days off.
 - (iii) Two consecutive scheduled days off, one at the end of one week and one at the beginning of the following week may be counted as meeting the requirements of clause 15.1(i)(i).

49. By deleting clauses 15.2(b) and (c) and inserting the following in lieu thereof:

- (b) The employer and an individual employee and/or the majority of employees concerned may agree to accrue up to a maximum of five rostered days off. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
- (c) Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued.

50. By deleting clause 16(a) and inserting the following in lieu thereof:

- (a) An employee who works in excess of 5 hours on any day shall be allowed not less than 30 minutes and not more than 60 minutes for an unpaid meal break between the third and sixth hours of duty.

51. By deleting clause 18.5(c)(ii) and inserting the following in lieu thereof:

- (ii) who work less than 2 hours when recalled to duty, inclusive of travelling time, on one or more recalls; or

52. By deleting clauses 19.2(a) and (b) and inserting the following in lieu thereof:

- (a) An employee who is serving at an eligible isolated centre, as set out in clause 19.2(c), is entitled to an additional five (5) working days of leave per annum (non-cumulative), calculated from the employee's date of commencement in the centre.
- (b) However, notwithstanding clause 19.2(a), an employee does not need to have served in the centre for 12 months before becoming eligible and managers may grant additional leave having regard to the particular circumstances and overall length of service of the employee concerned.

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

19.3 Christmas/New Year closure

- (a) Where their work location is compulsorily closed over the Christmas/New Year period, all affected employees shall have their annual leave entitlement debited (other than a **concessional day**) by the number of ordinary working days, or hours in the case of part-time employees, they would ordinarily have worked between Christmas Day and New Year's Day, inclusive.

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- (b) For the purposes of clause 19.3(a), **concessional day** means any day upon which an employee is permitted to be absent on full pay without debit to any leave account as a result of a compulsory closure of Government establishments over the Christmas/New Year period or such closure or restricted staffing as the employer determines.
- (c) Notwithstanding the provisions of clause 19.3(a), the employer and an employee may agree that an employee may access any accrued rostered day off, TOIL or other leave types during a compulsory Christmas closure period instead of having their annual leave entitlement debited.

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

- (d) An application for sick leave of more than 3 days is to be supported by a medical certificate or any other evidence that is acceptable to the employer.

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

21. Parental leave

- (a) Parental leave is provided for in Division 5 of the QES and covers:
 - (i) birth-related leave for an employee who is pregnant or whose spouse gives birth;
 - (ii) adoption leave; and
 - (iii) surrogacy leave.
- (b) Notwithstanding the provisions of Subdivision 2 of Division 5 of the QES, all full-time and part-time employees are entitled to parental leave upon commencement of employment.
- (c)
 - (i) An employee who is pregnant, whether or not she has given her employer written notice of the date/s on which she proposes to start and/or end maternity leave, must:
 - (A) commence maternity leave at least 6 weeks prior to the expected date of birth of her child; and
 - (B) remain on maternity leave until at least 6 weeks after the birth of the child.
 - (ii) An employer may at the request of the employee and on receipt of a certificate from a medical practitioner certifying that in the opinion of the medical practitioner:
 - (A) the employee is fit for duty until a specified date - reduce the period mentioned in clause 21(c)(i)(A); or
 - (B) the employee is fit to resume duty - reduce the period mentioned in clause 21(c)(i)(B).
 - (iii) If the employer makes a decision under clause 21(c)(ii)(A) to reduce the period, the approval is of effect until:
 - (A) the day specified in the medical certificate; or
 - (B) the day 14 days after the day the employer revokes the decision by giving written notice to the employee; or
 - (C) the employee commences maternity leave; or

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(D) the day of the employee's confinement,

whichever happens first.

- (d) An employee who is pregnant, during the term of her pregnancy until 6 weeks before the expected date of birth of her child or lesser period as approved by the employer, may request to work part-time or other flexible work arrangements.
- (e) An employee who has taken leave to attend compulsory interviews or examinations as part of an adoption process or who has taken leave to attend compulsory interviews or court hearings associated with a surrogacy arrangement may request that such leave be taken as paid annual leave, TOIL or other leave types.
- (f) In addition to the provisions of Subdivision 6 of Division 5 of the QES an employee who has returned to work on a part-time basis may seek to return to the position they held prior to commencing parental leave.
- (g) If the position mentioned in clause 21(f) no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is, as nearly as possible, comparable in status and remuneration to that of the employee's former position.
- (h) The employer must make a position to which the employee is entitled available to the employee.
- (i)
 - (i) An employee who is the parent of a child may apply, at any time, to their employer to work on a part-time basis in order to be the child's primary caregiver when not at work.
 - (ii) The requirements concerning the manner in which the employee may make an application to work part-time under clause 21(i)(i) are the same as those contained in the QES with respect to applications to return to work on a part-time basis for an employee on parental leave (i.e. s 71GT).
 - (iii) The period in relation to which an application under clause 21(i) may be made cannot extend beyond the day the child is required to be enrolled for compulsory schooling under the *Education (General Provisions) Act 2006*.
 - (iv) The requirements concerning the manner by which the employer is to assess any application by an employee to work part-time are the same as those contained in the QES with respect to assessing applications to return to work on a part-time basis for an employee on parental leave (i.e. s 71GU).

Note: Where a directive about paid parental leave covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.

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

- (b) In lieu of the provisions of section 71HB(2)(a) and (b) of the Act, all employees who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.

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

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

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
 - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
 - (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) An employee (including a casual employee) who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 18.2, as the case may be.
- (c) An employee (including a casual employee) who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payment provided in clauses 23.1(a) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.

58. By deleting clause 23.3 and inserting the following in lieu thereof:

23.3 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.

59. By deleting clause 23.4(a) and inserting the following in lieu thereof:

- (a) An employee (other than a casual employee) who does not ordinarily work Monday to Friday of each week is entitled to public holidays as follows:
 - (i) either payment for each public holiday or a substituted day's leave;
 - (ii) where a public holiday would have fallen on a Saturday or a Sunday (e.g. Australia Day) but is substituted for another day, an employee (other than a casual employee) who would ordinarily have worked on such Saturday or Sunday but who is not rostered to work on such day is entitled to payment for the public holiday or a substituted day's leave.

60. By deleting clauses 26(b) and (c) and inserting the following in lieu thereof:

- (b) Where an employee is required to start and/or finish work at a different work location that is not their usual workplace, they are entitled to be paid:
 - (i) all time reasonably spent in reaching and/or returning from the different work location which is in excess of the time normally spent by the employee in travelling between their usual place of residence and their usual workplace at their ordinary rate of pay; and
 - (ii) subject to clause 26(c) where transport cannot be reasonably provided by the employer,

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the difference between any fares normally incurred by the employee in travelling to their usual workplace and the fares incurred travelling direct to the different work location.

- (c) Where an employee agrees to use their private motor vehicle, where an employer provided vehicle or transport cannot be provided, they shall be paid the allowance as set out in clause 13.7.

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

27. Travelling and relieving expenses

An employee who is required to:

- (a) travel on official duty whether it involves an overnight stay away from their usual place of residence or not; and/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 provided, where necessary as determined by the employer, with reasonable transport, accommodation, meals and incidental expenses necessarily incurred by the employee, or reimbursed.

Note: Where a directive about travelling and relieving expenses covers an employee, the provisions of the relevant directive apply to the employee to the extent it provides a more generous entitlement.

62. By deleting clauses 28(d) and (e) and inserting the following in lieu thereof:

- (d) Where an employee and their spouse are both employed at the eligible isolated centre only one set of travel arrangements will apply (i.e. they cannot claim to be both a spouse and an employee for the purpose of availing themselves of the travel arrangements prescribed in clause 28(a)). Similarly, dependent children are only entitled to a single set of travel arrangements.
- (e) A spouse and dependent child residing at the isolated centre are not required to utilise the travel arrangements at the same time the employee does.

63. By deleting clause 29 and inserting the following in lieu thereof:

29. Ration runs

- (a) A permanent employee who permanently resides in a centre eligible for the restricted area allowance as set out in clause 13.9 will be provided with up to 12 working days per calendar year, non-cumulative, plus transportation, to enable them and their immediate family to visit a major centre, as described in clause 13.9(a)(i), for the purchase of provisions and to transact business.
- (b) Subject to prior approval from their supervisor, the 12 days can be taken as single or multiple days up to a maximum of three days at any one time. In certain circumstances, an employee may receive approval to take up to a maximum of six days.
- (c) An employee temporarily engaged (excluding a casual) in a centre eligible for the restricted area allowance as set out in clause 13.9 will be provided with up to one day per month, cumulative to a maximum of three days, plus transportation, to enable them and their immediate family to travel for the same purpose/s as set out in clause 29(a).
- (d) Where possible, visits should be coordinated to undertake official duty obligations at the major

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centre within the same trip to ensure efficient and effective use of resources. Where an employee is required to stay overnight for ration run purposes they will be entitled to the same entitlements as an employee required to travel on official duty as set out in clause 27(a).

- (e) Where an eligible employee is unable to access a major centre, the employer will arrange for the delivery of provisions.

64. By deleting clause 30(c) and inserting the following in lieu thereof:

- (c) A consultative mechanism and procedure involving representatives of management, employees and relevant unions shall be established as determined by the chief executive, having regard to the size, structure and needs of the employer.

65. By deleting clause 31 and inserting the following in lieu thereof, as well as updating the heading of clause 31 in the Table of Contents:

31. Equipment, tools, uniforms and accessories

- (a) The employer will provide all equipment and tools for the use of employee to carry out their duties.
- (b) Employees will also be provided with uniforms and accessories appropriate to the duties of their position.
- (c) Where necessary the employer will also provide standard protective apparel and safety equipment, to be worn as specified in accordance with safety codes of practice.
- (d) All equipment, tools, uniforms and accessories referred to in clauses 31(a), (b) and (c) will be at no cost to the employee.

66. By deleting clauses 35(d) and (e) and inserting the following in lieu thereof:

- (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 employer/work unit concerned. At the same time, such leave shall not be unreasonably refused.

67. By deleting clause 36(b)(i) and inserting the following in lieu thereof:

(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 section 373 of the Act as long as the authorised industrial officer:
 - (A) has notified the employer or the employer's representative of the officer's presence; and
 - (B) produces their authorisation, if required by the employer or the employer's representative.

68. By deleting Schedule 1 - Generic Level Statements and inserting the following in lieu thereof, as well as updating the heading of Schedule 1 in the Table of Contents:

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Schedule 1 - Generic Level Statements - Operational stream

Operational officer level 1 (OO1)

Work level description

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

Characteristics of the work

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

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

Positions at this level have no supervisory responsibility.

Duties and skills

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

Operational officer level 2 (OO2)

Work level description

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

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

Characteristics of the work

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

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

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

Duties and skills

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

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

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

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

Operational officer level 3 (OO3)

Work level description

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

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

Characteristics of the work

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

Employees at this level may operate individually or as a member of a project team within a work group. Supervision of subordinate employees within a small discrete work group or function may be a feature of this level.

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

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

Duties and skills

Work at this level requires a sound knowledge of the agency's functions and the requirements of the discipline. A sound knowledge of the operating procedures is required.

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

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

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

Operational officer level 4 (OO4)

Work level description

Work at this level requires specialised knowledge within the discipline.

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

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

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

Characteristics of the work

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

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

Duties and skills

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

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

Operational officer level 5 (OO5)

Work level description

Work at this level requires specialised knowledge of complex though conventional methods and techniques.

High levels of autonomy and initiative may be required to be exhibited in accomplishing objectives and undertaking projects.

Management of large work groups may be a factor.

Characteristics of the work

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

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

Duties and skills

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

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

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Operational officer levels 6 and 7 (OO6 & OO7)

Work level description

Work at these levels require specialised knowledge and may be undertaken autonomously.

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

Characteristics of the work

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

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

Duties and skills

Duties at these levels reflect the independent operation of the employee and may involve significant allocation of resources.

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

Work at these levels require a knowledge and awareness of agency operations as well as detailed knowledge of major activities of the work unit.

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

69. By deleting Schedule 2 - Supported Wage System and inserting the following in lieu thereof:

Schedule 2 - Supported Wage System

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

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

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

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

Eligibility criteria

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

Supported wage rates

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

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

*Note: The minimum amount payable to an employee receiving a supported wage must not be less than \$82 per week.

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

Assessment of capacity

- (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

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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).

70. In Schedule 3, deleting reference to "S3.1" and "S3.2".

Dated: 5 December 2016

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

Operative Date: 5 December 2016
Determination - Correction of error

Released: 5 December 2016