

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* - s. 130 - award review

**CONSERVATION, PARKS AND WILDLIFE EMPLOYEES'  
AWARD - STATE GOVERNMENT**

(No. AR109 of 2002)

DEPUTY PRESIDENT SWAN  
COMMISSIONERS EDWARDS AND BECHLY

6 May 2003

AWARD REVIEW

After reviewing the above Award as required by s. 130 of the *Industrial Relations Act 1999*, this Commission orders that the Award be repealed and the following Award be made, as from 14 July 2003.

**CONSERVATION, PARKS AND WILDLIFE EMPLOYEES'  
AWARD - STATE GOVERNMENT 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Conservation, Parks and Wildlife Employees' Award - State Government 2003.

**1.2 Arrangement**

Subject Matter Clause No.

**PART 1 - APPLICATION AND OPERATION**

Title	1.1
Arrangement	1.2
Date of operation	1.3
Coverage	1.4
Parties bound	1.5
Definitions	1.6
Area of operation	1.7

**PART 2 - FLEXIBILITY**

Enterprise flexibility	2.1
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**PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

Prevention and settlement of disputes	3.1
Employee grievance procedures	3.2

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

Employment categories	4.1
Reporting for duty	4.2
Mixed functions	4.3
Probationary employment	4.4
Casual employment	4.5
Part-time employment	4.6
Trainees	4.7
Abandonment of employment	4.8
Anti-discrimination	4.9
Termination of employment	4.10
Redundancy	4.11
Introduction of change	4.12
Procedures to implement facilitative award provisions	4.13

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

Subject Matter	Clause No.
Definition of classifications	5.1
Generic level statements - Operational stream	5.2
Wage rates	5.3
Queensland minimum wage	5.4
Performance of higher duties	5.5
Payment of wages	5.6
Allowances	5.7
Recognition of service	5.8
 <b>PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK</b>	
Hours of work	6.1
Implementation of the 38 hour week	6.2
38 hour week - procedures for discussion	6.3
Changing ordinary hours of work	6.4
Rostered days off	6.5
Overtime	6.6
Call back	6.7
Time off in lieu of payment for overtime worked	6.8
Rest period after overtime	6.9
Saturday/Sunday work	6.10
Meal breaks	6.11
Rest pauses	6.12
 <b>PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS</b>	
Annual leave	7.1
Sick leave	7.2
Bereavement leave	7.3
Family leave	7.4
Long service leave	7.5
Study and research assistance scheme	7.6
Jury service	7.7
Special leave	7.8
Industrial relations education leave	7.9
Public holidays	7.10
 <b>PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK</b>	
Promotion/transfer costs	8.1
Travelling allowance	8.2
 <b>PART 9 - TRAINING AND RELATED MATTERS</b>	
Training, learning and development	9.1
 <b>PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES</b>	
Tools, equipment and protective equipment	10.1
Uniforms	10.2
 <b>PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS</b>	
Right of entry	11.1
Time and wages record	11.2
Union encouragement	11.3
Union delegates	11.4

### **1.3 Date of operation**

This Award takes effect from 14 July 2003.

### **1.4 Coverage**

- 1.4.1 This Award shall apply to those employees of the Chief Executive of the Environmental Protection Agency whose rates of pay are fixed by this Award and who are appointed pursuant to section 112 of the *Public Service Act 1996*.
- 1.4.2 This Award shall also apply to employees of contractors and/or sub-contractors performing work, pursuant to this Award, for the Environmental Protection Agency.

## **1.5 Parties bound**

This Award is legally binding upon the employees as prescribed by clause 1.4 and their employer, and the Union and its members.

## **1.6 Definitions**

- 1.6.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.6.2 "Classification Level" shall comprise a minimum wage rate plus a range of wage Increments through which employees will be eligible to progress.
- 1.6.3 "Commission" means the Queensland Industrial Relations Commission.
- 1.6.4 "Generic Level Statement" means a broad, concise statement of the duties, skills and responsibilities indicative of a given Classification Level.
- 1.6.5 "Increment" means the specific level of remuneration payable to employees above the minimum rate within a Classification Level.
- 1.6.6 "Paypoint" means the specific rate of remuneration payable to employees within a Classification Level.
- 1.6.7 "Supplementary Arrangements" means an administrative arrangement agreed to between the parties to this Award, which provides certain conditions of employment that are not included in the Award.
- 1.6.8 "Union" means The Australian Workers' Union of Employees, Queensland.

## **1.7 Area of operation**

For the purpose of this Award, the divisions and districts shall be as follows:

### *1.7.1 Divisions*

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

### *1.7.2 Districts*

- (a) Northern Division -
- (i) Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.
- (ii) Western District - The remainder of the Northern Division.
- (b) Southern Division -
- (i) Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.

(ii) Western District - The remainder of the Southern Division.

## **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 an 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.

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

### **3.1 Prevention and settlement of disputes**

- 3.1.1 The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Award, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- 3.1.2 Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- 3.1.3 There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- 3.1.4 In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures shall apply:
- (a) the matter is to be discussed by the employee's Union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
  - (b) if the matter is not resolved as clause 3.1.4(a) 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 parties to discuss the matter. This process should not extend beyond 7 days;
  - (c) if the matter remains unresolved it may be referred to the Chief Executive officer or nominee for discussion and appropriate action. This process should not exceed 14 days;
  - (d) if the matter is not resolved then it may be referred by either party to the Commission for conciliation.
- 3.1.5 Nothing contained in this procedure shall prevent the Queensland Government from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

### **3.2 Employee grievance procedures**

- 3.2.1 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.
- 3.2.2 This procedure applies to all industrial matters within the meaning of the Act.
- 3.2.3 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.

- 3.2.4 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 parties. The employee may exercise the right to consult or be represented by such employee's Union representative during the course of Stage 2.
- 3.2.5 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 of the organisation if such employee wishes to pursue the matter further. If desired by either party, the matter shall also be notified to the Union.

The Chief Executive shall ensure that:

- (a) the aggrieved employee or such employee's Union representative has the opportunity to present all aspects of the grievance;
- (b) the grievance shall be examined in a thorough, fair and impartial manner.

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

If the matter is notified to the Union, the investigating employee 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.

The Chief Executive may delegate such Chief Executive's grievance resolution powers under clause 3.2 to a nominated representative.

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

- Stage 1 Discussions 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.

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

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

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

## **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 status upon appointment.

Employment categories are:

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

### **4.2 Reporting for duty**

All employees will commence and cease duty at their appointed headquarters and will be transported by the employer to and from the relevant areas of work.

### **4.3 Mixed functions**

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

### **4.4 Probationary employment**

4.4.1 All new employees shall be appointed for a probationary period of 3 months or longer where there is agreement between the employee and the Chief Executive or delegate of the Environmental Protection Agency.

4.4.2 Such agreement shall be outlined in the "letter of offer" of employment sent to the employee.

### **4.5 Casual employment**

4.5.1 "*Casual employee*" - Casual employee means any person who is employed for less than 32 hours in any one week and who is not engaged on a regular and systematic basis.

4.5.2 The engagement of casual employees shall not be utilised by the Chief Executive to permanently fill any full-time position.

4.5.3 Casual employees shall be paid 1/38th of the weekly rate prescribed for the classification per hour plus a loading of 23%.

4.5.4 A casual employee shall be eligible for payment of a wage Increment in accordance with:

(a) the employee has received a wage at a particular classification and Paypoint for a period of at least 12 months; and

(b) the employee has worked 1,200 ordinary hours in such classification.

### **4.6 Part-time employment**

The following conditions shall be applicable to part-time employees:

4.6.1 The spread of ordinary working hours shall be the same as those prescribed for a full-time employee under this Award.

4.6.2 A part-time employee shall be employed for no more than 32 and a minimum of 10 ordinary hours per week with a minimum payment as for 2 hours on any one day when work is performed.

4.6.3 Subject to clause 4.6, all provisions of this Award applicable to full-time employees shall apply to part-time employees on a *pro rata* basis.

4.6.4 The hourly rate of pay for a part-time employee shall be the same as that for a full-time employee appointed to, or directed to assume duty, at the same Classification Level.

4.6.5 A part-time employee shall be eligible for payment of a wage Increment in accordance with:

(a) the employee has received a wage at a particular classification and Paypoint for a period of at least 12 months; and

(b) the employee has worked 1,200 ordinary hours in such classification.

4.6.6 A part-time employee shall be entitled to any applicable allowances on a *pro rata* basis.

4.6.7 A part-time employee who works on a public holiday shall be paid in accordance with clause 7.10 (public holidays) of this Award.

4.6.8 A part-time employee who usually works on a day on which a public holiday falls and who 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 holiday.

4.6.9 For work performed in addition to the maximum number of hours as listed in clause 4.6.2, or for any work in addition to 8 hours a day, overtime shall be applicable in accordance with clause 6.6 of this Award.

4.6.10 A part-time employee may be appointed to more than one position in the public sector provided that the maximum number of ordinary hours for which they are employed shall not exceed 76 hours per fortnight.

#### **4.7 Trainees**

Trainees are engaged pursuant to the Order for *Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities)*. The parent Award for the purpose of the order shall be this Award.

#### **4.8 Abandonment of employment**

4.8.1 (a) The absence of an employee from work for a continuous period exceeding 7 working days without the consent of and notification to the employer is *prima facie* evidence that the employee has abandoned their employment.

(b) Provided that if within a period of 14 days from the employee's last attendance at work or the date of last absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of the employer that the absence was for reasonable cause, the employee shall be deemed to have abandoned their employment. The employer will make reasonable attempts during this period to contact the employee to establish reasons for the absence.

(c) Termination of employment by abandonment in accordance with clause 4.8 shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.

#### **4.9 Anti-discrimination**

4.9.1 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.

4.9.2 Accordingly in fulfilling their obligations under the prevention and settlement of disputes clause 3.1, 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.

4.9.3 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.

4.9.4 Nothing in clause 4.9 is to be taken to affect:

(a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;

(b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

#### **4.10 Termination of employment**

##### *4.10.1 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.

##### *4.10.2 Termination by employer*

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

Period of Continuous Service  
Not more than 1 year

Period of Notice  
1 week

Period of Continuous Service	Period of Notice
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.

(f) It shall not be lawful for the Chief Executive to offset notice of termination against any period of annual leave or part thereof.

#### 4.10.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned.

If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.10.2.

#### 4.10.4 *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.

### **4.11 Introduction of changes**

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

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

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

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.

#### 4.11.2 *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 4.11.1.
- (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.

## **4.12 Redundancy**

### *4.12.1 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 4.12.1(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.

### *4.12.2 Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.12.1 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 4.10.
- (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.

### *4.12.3 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 4.12.3, '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.

### *4.12.4 Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.12.1, 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.

#### 4.12.5 Notice to Centrelink

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.12.1, 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.

#### 4.12.6 Severance pay

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.10.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.12.1(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.

#### 4.12.7 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.

#### 4.12.8 Employee leaving during notice

An employee whose employment is terminated for reasons set out in clause 4.12.1(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.

#### 4.12.9 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.

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

Clause 4.12 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.

#### 4.12.11 *Employees exempted*

Clause 4.12 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.

#### 4.12.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.12 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.

#### 4.12.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.12.6 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 4.12.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.12.14 *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.

#### 4.12.15 *Queensland Government Departments and Agencies*

The provisions of clause 4.12 will not apply to employees of Queensland Government Departments and Agencies to the extent that the provisions of the redundancy arrangements are contained in a Directive issued by the Public Service Commissioner or the Minister for Industrial Relations pursuant to s. 34 of the *Public Service Act 1996*, where the Directive provides for entitlements that are superior to clause 4.12.

#### **4.13 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:

4.13.1 Facilitative Award provisions can be negotiated between management and employees who are directly affected by such proposals or between management and the Union depending upon the particular Award provisions.

4.13.2 Employees may be represented by their local Union delegate/s and shall have the right to be represented by their local Union official/s.

4.13.3 Facilitative Award provisions can only be implemented by agreement.

4.13.4 In determining the outcome from facilitative provisions, neither party should unreasonably withhold agreement.

4.13.5 Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the Union depending upon the particular Award provisions.

4.13.6 Where a provision refers to agreement by the majority of employees affected, all employees directly affected shall be consulted as a group. Should the consultation process identify employees in 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.

4.13.7 Any agreement reached must be documented, and shall incorporate a review period.

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

##### **5.1 Definition of classifications**

5.1.1 *Operational services stream - Definition* - The operational services stream comprises those employees, the duties of which apply to various functional areas, the incumbents of which are required to possess a range of skills appropriate to this stream.

5.1.2 *Generic level statements* - Generic Level Statements for all Classification Levels are prescribed in clause 5.2 of this Award.

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

##### **5.2 Generic level statements - Operational stream**

###### *5.2.1 Operational officer level 1*

(a) Work level description (001) - Training, both on and off the job, is a dominant feature of this level.

(b) 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.

(c) 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.

###### *5.2.2 Operational officer level 2*

(a) Work Level Description (002) - 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.

- (b) 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.

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

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

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

Technical skills not requiring trade or equivalent qualifications are required in order to 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.

### 5.2.3 *Operational officer level 3*

- (a) Work Level Description (003) - 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.

- (b) 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 initiatives in the application of established work practices and procedures, problems can generally be solved by reference to documented methods and instructions.

- (c) 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.

### 5.2.4 *Operational officer level 4*

- (a) Work Level Description (004) - Work at this level requires specialised knowledge within the discipline.

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

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

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

- (b) 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.

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

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

#### 5.2.5 *Operational officer level 5*

- (a) Work Level Description (005) - Work at this level requires specialised knowledge of complex though conventional methods and techniques.

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

Management of large work groups may be a factor.

- (b) 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.

- (c) Duties and Skill - 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.

#### 5.2.6 *Operational officers levels 6 and 7*

- (a) Work Level Description (006 and 007) - 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.

- (b) 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.

- (c) 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.

### 5.3 Wage rates

#### 5.3.1 Classification and remuneration system

Classification Level	Pay point	Award Rate Per Fortnight \$
L1	1	672.80
	2	739.60
	3	806.40
	4	873.20
	5	940.10
	6	1,007.10
L2 - Age 21	1	1,218.10
	2	1,249.30
	3	1,280.60
	4	1,315.70
L3	1	1,334.00
	2	1,358.00
	3	1,378.00
	4	1,401.90
L4	1	1,446.50
	2	1,479.90
	3	1,513.40
	4	1,546.70
L5	1	1,576.30
	2	1,614.80
	3	1,653.40
	4	1,691.80
L6	1	1,743.80
	2	1,779.00
	3	1,810.30
L7	1	1,877.30
	2	1,913.20
	3	1,949.10

Provided that such wages contain compensation for general estate maintenance work:

Provided further that such wages contain compensation for the use of vehicles, small plant and mechanical/electrical equipment as and when required, and for the cleaning of rubbish/litter.

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2008 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. [Disputed cases are to be referred to the Vice President.] 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 Policy, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

#### 5.3.2 Movement between classification levels

Movement between Classification Levels will be based on appointment on merit to advertised vacancies:

Provided further that:

- (a) Every employee upon attaining the age of 21 years shall be paid except on promotion or otherwise prescribed the specific age 21 wage as indicated within the various streams.
- (b) An employee promoted to a position at a higher Classification Level within the same stream shall be appointed to Paypoint 1 of that higher Classification Level unless the conditions as outlined in clause 5.5 apply.

#### 5.3.3 *Movement within classification levels -*

- (a) Except in the case of an employee who is paid the prescribed basic wage on attaining the age of 21 years or in the case of a promotion, or transfer and promotion from one Classification Level to another, an increase shall not be made to the wage of any employee until:
  - (i) in the case of a full-time employee such employee has received such wage for a period of 12 months:
- (b) Notwithstanding anything contained in this Award, no employee shall be entitled to receive annual wage Increments by virtue of this Award unless:
  - (i) in the case of employees at levels 1, 2 and 3, the conduct, diligence and general efficiency of such employee shall have been certified by the employer to have been and to be satisfactory;
  - (ii) in the case of employees in all other Classification Levels, performance objectives have been achieved as certified by the employer in accordance with the performance planning policy and procedure.
- (c) If any Increment prescribed by this Award is withheld from, or refused to be granted to, any employee, an appeal by such employee may be made to the Public Service Commissioner pursuant to the *Public Service Act 1996*.

### **5.4 Queensland minimum wage**

- 5.4.1 No adult employee shall be paid less than the Queensland minimum wage.
- 5.4.2 The Queensland minimum wage for a full-time adult employee is \$431.40 per week.
- 5.4.3 Part-time or casual employees will continue to receive the wage rates determined under the casual and part-time clauses of the Award.
- 5.4.4 Application of Queensland minimum wage rates calculation:
  - (a) The Queensland minimum wage:
    - (i) Applies to all work in ordinary hours;
    - (ii) Applies to the calculation of overtime and all other penalty rates, superannuation, payments during sick leave, long service leave and annual leave, and for all other purposes of this Award; and
    - (iii) Is inclusive of the arbitrated Safety Net Adjustments provided by the Declaration of General Ruling operative from 1 September 2002 and all the previous Safety Net and State Wage Adjustments.

#### 5.4.5 *Schedule*

- (i) Within the Southern Division, Eastern District -Adults Per Week \$258.00

### **5.5 Performance of higher duties**

- 5.5.1 Where an employee is required to relieve another employee on a Classification Level at a higher rate of pay than their substantive level, the employee shall be paid a higher duties allowance which shall consist of the relevant percentage of the difference between the wage of the employee and the wage of the higher position if the period of performing such relieving work is 5 days or more and approved by the employer.

When an employee is performing higher duties within the same stream as determined by this Award, the employee shall be paid at the first Paypoint of the higher Classification Level of the position being relieved.

5.5.2 The period/s that an employee relieves in a higher Classification Level is to be recognised as service for the purpose of determining the Paypoint and increment date if appointed permanently to a higher Classification Level, if the following conditions are satisfied:

- (a) the relieving was at the same or at a higher level to the Classification Level to which the employee has been appointed; and
- (b) the employee has met the performance objectives of the higher Classification Level at which the employee relieved.

5.5.3 The relieving period/s which are to be recognised as service for the purpose of determining the Paypoint and increment date of an employee who is subsequently appointed to a higher Classification Level are either:

- (a) all continuous relieving service immediately preceding appointment; or
- (b) non-continuous relieving service for a period which aggregates in total a period of 12 months or more within the immediately preceding 24 calendar months.

5.5.4 Where an employee has qualified for a higher Paypoint of the higher Classification Level through previous relieving, the employee shall be appointed at the higher Paypoint, provided that the employee has relieved at that higher Classification Level within the 12 months immediately preceding the appointment.

## **5.6 Payment of wages**

Wages shall be paid fortnightly by electronic funds transfer where practicable.

## **5.7 Allowances**

### *5.7.1 Division and District allowances*

The following shall be the Divisional and District allowances:

- (a) Divisional Allowances - Employees in the Mackay Division shall be paid 90c per week and employees in the Eastern District of the Northern Division \$1.05 per week in addition to the rates prescribed in the Eastern District of the Southern Division.
- (b) District Allowances - Employees in the Western District of the Southern Division shall be paid \$1.05 per week in addition to the rates prescribed for the Eastern District. Employees in the Western District of the Northern Division shall be paid \$2.20 per week in addition to the rates prescribed for the Eastern District.

### *5.7.2 Construction, reconstruction, alteration, repair and/or maintenance work allowance*

In addition to the rates prescribed by this Award all employees whilst actually engaged on construction, reconstruction, alteration, repair and/or maintenance work (as defined herein) on site and in accordance with an approved work program shall be paid an allowance at the rate of \$39.40 per week which shall be treated as part of the ordinary weekly wage for the purposes of this Award to compensate for all disabilities associated with construction or reconstruction work.

Construction, reconstruction, alteration, repair and/or maintenance work for the purposes of this Award shall mean track development and maintenance and assisting in the construction, reconstruction, alteration, repair or maintenance of:

- toilet blocks;
- information centres;
- offices;
- look-outs;
- platforms;
- campgrounds;
- carparks; or
- fences:

Provided that an employee shall not be entitled to any payment of this allowance in relation to work in wet places except where working in water to a depth of 0.762m or more.

This 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 barbecues.

### 5.7.3 *Restricted area allowance*

A restricted area allowance shall be paid to employees to whom such allowance applies at the rate and on the conditions as set out in clause 12 of the Supplementary Arrangements to this Award, and any amendments thereto.

### 5.7.4 *Wet weather*

- (a) All time lost through wet weather shall be paid for, provided employees report for work and hold themselves in readiness. The supervising officer or other person under whose direction the employees are working shall decide whether or not it is too wet to work. It shall be a breach of this Award for the person under whose direction the employees are working to continue such employees at work in the rain until their clothes become saturated.
- (b) When employees are prevented by wet weather from following their usual avocation, unless the employees are willing to perform during such wet weather any work the employer may direct them to do, they shall not be entitled to payment for such time lost.
- (c) Where the supervising officer or, in such officer's absence, any other person under whose direction the employees are working has decided that it is too wet for ordinary work to be carried on, and the employees are required to work out in the rain, they shall either be paid at double rates or shall be provided with rain coats or capes. Where such rain coats or capes are not provided, double rates shall be paid for all time so worked and until such time as the employees finish work or are able to change into dry clothing:

Provided that employees entitled to payment under clause 5.7.4 shall not be entitled to additional payment under clause 5.7.6.

### 5.7.5 *Live/raw sewerage*

Employees who on any day are required to remove or release blockages in septic lines/or toilet connections or engaged in work involving personal contact with live or raw sewerage, other than merely by hosing, shall be paid for a minimum of 4 hours at the rate of time and a-half.

Provided that clause 5.7.2 not apply to such employees whilst so engaged.

### 5.7.6 *Wet places*

Employees who are required to work in water of a depth of .762 metres or more shall be paid \$1.567 per hour with a minimum payment of \$3.134, in addition to the rates prescribed by this Award.

### 5.7.7 *Motor vehicle allowance*

The entitlements to a motor vehicle allowance are prescribed under *Directive 13/01 Motor Vehicle Allowances*, as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

### 5.7.8 *Fire operations*

In addition to the rates prescribed by this Award all employees whilst actually engaged on fire operations shall be paid an allowance at the rate of \$39.40 per week which shall be treated as part of the ordinary weekly wage for the purposes of this Award to compensate for all disabilities associated with fire operations work.

Fire operations for the purpose of this Award shall mean on the ground, front line fire operations during wild fire and prescribed burns:

Provided that only employees who hold current accreditation for Fire Fighting Level 1 shall be entitled to payment of this allowance.

The Agency will determine the allocation of employees to undertake the fire fighting accredited training. This determination will be made, taking into consideration workplace health and safety assessments and the requirements of the Agency.

## **5.8 Recognition of service**

The period/s that an employee temporarily relieves in a higher or equal Classification Level under the Queensland Public Service Award - State 2003 or the Employees of Queensland Government Departments (Other Than Public Servants) Award - State 2003 is to be recognised as service when reverting back to the employee's substantive level, if the following conditions are satisfied:

- (a) the relieving was at the same or at a higher level to the Classification Level to which the employee has been appointed under the Conservation, Parks and Wildlife Employees' Award - State Government 2003; and
- (b) the employee has met the performance objectives of the higher Classification Level at which the employee relieved.

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

### **6.1 Hours of work**

6.1.1 Subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week, to be worked on one of the following bases:

- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
- (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (d) 152 hours within a work cycle not exceeding 28 consecutive days.

6.1.2 Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.

6.1.3 *Maximum daily ordinary hours*

- (a) The ordinary hours of work exclusive of meal times shall not exceed 10 hours per day:

Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.

- (b) However, where split hours 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.

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

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

- (a) By employees working less than 8 ordinary hours each day; or
- (b) By employees working less than 8 ordinary hours on one or more days each work cycle; or
- (c) By 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.

6.2.2 Subject to the provisions of clause 6.1.3 employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.

6.2.3 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 38 hour week - procedures for discussions**

6.3.1 The employer and all employees concerned in each establishment shall consult over the most appropriate means of implementing and working a 38 hour week.

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

6.3.3 The outcome of such consultation shall be recorded in writing.

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

#### **6.4 Changing ordinary hours of work**

The ordinary starting and finishing times of various groups of employees or individual employees may be staggered, provided that there is agreement between the employer and the majority of employees concerned.

#### **6.5 Rostered days off**

- 6.5.1 Each employee shall be allowed 2 whole consecutive days off in each week:

Provided that in lieu of 2 whole days off in each week, an employee may be allowed in each fortnightly period either one day off in one week and 3 consecutive days off in the other week or 4 consecutive days off:

Provided further that 2 consecutive 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 6.5.1.

- 6.5.2 Notwithstanding the provisions of clause 6.3.4, upon mutual agreement between the employer and the district organiser or delegate of the Union, work in isolated localities may be performed over a 152 hours 4 week cycle to provide for banked rostered days off at a time suitable to the employer, subject to appropriate conditions within clause 6.5.
- 6.5.3 Where an employee is rostered off on a public holiday a day's holiday in lieu thereof shall be granted at a time to be mutually arranged between the employer and the employee concerned, or an extra day shall be added to the employee's annual leave, for each such day on which the employee is rostered off.
- 6.5.4 Notwithstanding any other provision in clause 6.5, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned, may agree to accrue up to a maximum of 5 rostered days off. Where 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. Consent to accrue rostered days off shall not be unreasonably withheld by either party.

#### **6.6 Overtime**

- 6.6.1 All authorised time worked outside the ordinary working hours prescribed by this Award shall be paid at the rate of time and a-half for the first 3 hours, and double time thereafter.
- 6.6.2 Employees required to work on their first rostered day off shall be paid at one and a-half times the ordinary rate for the first 3 hours and double time thereafter with a minimum of 3 hours; furthermore, work required on the 2nd, 3rd or 4th rostered day off shall be paid at the rate of double time with a minimum of 3 hours:
- 6.6.3 Provided that an employee who performs work on a rostered day off, other than recall situations as provided in clause 6.7.1, shall, at the employees option, be allowed time off equivalent to the number of hours worked in lieu of monetary compensation for such overtime.
- 6.6.4 Any employee who is required by the employer to work during the ordinary meal times prescribed by this Award shall be paid at the rate of double time until the employee is allowed time for a meal.

#### **6.7 Call back**

- 6.7.1 An employee recalled or called out for duty shall be paid for a minimum of 2 hours' duty at the prevailing rate for each time the employee is so recalled:

Provided that except in the case of unforeseen circumstances arising the employee shall not be required to remain on duty for the full 2 hours if the duty the employee was recalled to perform or any associated duty is completed within a shorter period:

Provided further where an employee is called out between midnight and 6.00 a.m., the employee shall be paid at the rate of double time.

6.7.2 Clause 6.7 shall not apply where the overtime is continuous (subject to prescribed meal breaks) with the completion or commencement of ordinary working time.

## **6.8 Time off in lieu of payment for overtime worked**

6.8.1 Time off in lieu of payment for overtime worked will be provided in strict accordance with clause 6.8.2. Time off will be granted subject to Agency convenience.

6.8.2 Employees eligible for time off in lieu of payment for overtime worked on a rostered day off might be permitted to avail themselves of such time off within 12 months of the day on which the overtime was worked. Such time off in lieu will lapse if not availed of within such period:

Provided further that the parties bound by this Award, as defined in clause 1.5, may agree to implement an accrued time system for employees covered by this Award.

## **6.9 Rest period after overtime**

6.9.1 An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary 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 6.9, 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.

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

## **6.10 Saturday and Sunday work**

All ordinary work performed between midnight Friday and midnight Sunday shall be paid for at the rate of time and a-half except in terms of clause 6.5.2 where employees work weekends at their own volition.

## **6.11 Meal breaks**

6.11.1 Except as otherwise provided herein, every employee covered by this Award shall be allowed at least one-half hour and not more than one hour for meals which shall be commenced between the 4th and 6th hours after the commencement of their ordinary work.

6.11.2 Any employee who is 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.

6.11.3 Any employee who is required to work for more than 2 hours after the ordinary ceasing time or for more than one hour's overtime beyond 6.00 p.m., shall be allowed in the employer's time one-half hour for a meal and 45 minutes in the employee's time after each further 4 hours worked.

6.11.4 Any employee required to work overtime on a rostered day off beyond the 6th hour of such overtime, shall be entitled to an unpaid meal break of 30 minutes.

6.11.5 Should an employee be required to continue such overtime beyond 9 hours, the employee shall be entitled to a further break of 30 minutes for which no deduction of pay shall be made.

6.11.6 After each further 4 hours of overtime, the employee shall be entitled to a 45 minute break for which no deduction of pay shall be made, provided that the employee is required to continue working thereafter.

6.11.7 Each employee shall be provided with a reasonable meal by the employer at the times mentioned in clauses 6.11.2, 6.11.3 and 6.11.4 or shall be paid the sum of \$9.60 in lieu of each meal.

6.11.8 Where an employee has provided themselves with meals because of receipt of notice to work overtime, the employee shall, in the event of the work not being done or ceasing before the respective meal times, be paid an allowance of \$9.60 for each meal so provided.

## **6.12 Rest pauses**

6.12.1 A rest pause of 10 minutes' duration morning and afternoon in the employer's time shall be allowed each employee covered by this Award:

Provided that the rest pauses be taken at a time to suit the convenience of the employer and so as not to interfere with the continuity of the work where continuity is necessary:

Provided that the employer may determine that the rest pauses may be combined into one 20 minute rest pause, to be taken in the first part of the ordinary working day, with 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.

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

### **7.1 Annual leave**

7.1.1 All employees (other than a casual employee) covered by this Award shall at the end of each year of such employee's employment be entitled to annual leave on full pay of 152 hours:

Provided that all employees shall have their annual leave entitlement debited by the number of ordinary working hours between Christmas Day and New Year's Day inclusive when there is a compulsory closure of Government establishments over the Christmas/New Year period.

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

7.1.3 *Rostered day off arising from the implementation of the 38 hour week* - An employee shall not derive any additional benefit for rostered days off falling within a period of annual leave.

7.1.4 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.5) shall be paid for by the employer in advance -

(a) In the case of any and every employee in receipt immediately prior to annual 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 annual leave under this Award.

(c) If the employment of any employee is terminated at the expiration of a full year of employment, such employee shall be paid in addition to all other amounts due, ordinary pay for 152 hours and also the ordinary pay for any public holiday occurring during such period of annual leave.

(d) 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 ordinary pay for the period of employment.

7.1.5 *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) The employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding weekend penalty rates);

(b) A further amount calculated at the rate of 17 1/2 per cent of the amounts referred to in clause 7.1.5(a).

7.1.6 Reasonable notice of such annual leave shall be given to the employee.

7.1.7 Except as hereinbefore provided it shall not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave.

### **7.2 Sick leave**

7.2.1 Sick leave (leave of absence on account of illness) on full salary will accumulate at the rate of 10 working days for each completed year of service and a proportionate amount for an incomplete year of service.

(a) Leave may be taken for part of a day;

(b) Entitlement to sick leave is conditional on the employee promptly notifying the employer of the employee's absence and of its expected duration;

(c) 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.

7.2.2 The entitlements for sick leave are prescribed under *Directive 8/01 Sick Leave*, as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

### **7.3 Bereavement leave**

Employees are granted bereavement leave on full salary on the death of an employees immediate family or household.

7.3.1 "Immediate family" includes:

- (a) The employee's spouse;
- (b) A child, ex-nuptial child, step-child, adopted-child, ex-foster child of the employee;
- (c) Parent, grandparent, grandchild, sister or brother of the employee and of the employee's spouse;
- (d) Step-father, step-mother, half-brother, half-sister, step-brother and step-sister of the employee.

7.3.2 "Spouse" of an employee includes:

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

7.3.3 The entitlements for bereavement leave are prescribed under *Directive 9/01 Bereavement Leave*, as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

### **7.4 Family leave**

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

7.4.1 The entitlements to family leave include:

- maternity leave;
- spousal leave;
- pre-natal leave;
- pre-adoption leave; and
- adoption leave.

and those conditions are found in *Directive 3/01 Parental Leave*, as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

### **7.5 Long service leave**

7.5.1 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.

7.5.2 After 7 years' continuous service employees are entitled to a proportionate payment (calculated on a *pro rata* basis for 7 years' continuous service) in specified circumstances relating to the termination of employment and parental leave.

7.5.3 The entitlements to long service leave are prescribed under *Directive 1/01 Long Service Leave*, as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

### **7.6 Study and research assistance scheme**

7.6.1 The Queensland Public Service Study and Research Assistance Scheme (SARAS) has 2 broad purposes:

- (a) to provide one avenue, amongst others, through which Departments may acquire skills and knowledge necessary for achievement of organisational objectives; and
- (ii) to encourage staff to improve their qualifications and hence their capacity to contribute to their organisation and to the Public Service in general.

7.6.2 Employees shall be entitled to Study and Research Assistance (SARAS) as per the Environmental Protection Agency's Policy and Procedure.

## **7.7 Jury service**

The entitlements for jury service are prescribed under *Directive 5/01 Court Attendance and Jury Service*, as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

## **7.8 Special leave**

7.8.1 Special leave without pay may be granted by the Chief Executive or delegate, Environmental Protection Agency for any purpose. The approval of such leave is always subject to Agency convenience.

7.8.2 The entitlements for special leave are prescribed under the applicable sections of *Directive 10/01 Special Leave* relating to general employees, as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

## **7.9 Industrial relations education leave**

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

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

7.9.3 Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the Chief Executive (or delegated authority) of the Environmental Protection Agency, the Union and the employee.

7.9.4 Upon request and subject to approval by the Chief Executive (or delegated authority) of the agency, employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences, and ACTU Congress.

7.9.5 The granting of industrial relations education leave or any additional special leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the agency/work unit concerned. At the same time such leave shall not be unreasonably refused. At the discretion of the Chief Executive of the agency/public sector unit concerned, public sector employees may be granted special leave without pay to undertake work with the Union.

## **7.10 Public holidays**

7.10.1 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);
- 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.

### **7.10.2 Labour Day**

All employees covered by this Award shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee shall be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary rate prescribed for such work with a minimum of 4 hours.

### **7.10.3 Annual show**

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

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

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

For the purposes of clause 7.10, where the rate of wages is a weekly rate, "double time and a-half" shall mean one and one-half day's wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

7.10.5 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.

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

### **8.1 Promotion and transfer costs**

8.1.1 In the case of the promotion/transfer of an employee (including the appointment of a permanent public service officer to a "permanent" Crown Ranger position), the Environmental Protection Agency shall pay reasonable costs associated with:

- (a) personal travel;
- (b) transport of the employee's private motor vehicle;
- (c) transfer of furniture and effects;
- (d) insurance cover on furniture and effects; and
- (e) accelerated depreciation of furniture.

8.1.2 Employees will also be provided with time off on full pay prior to transfer and upon arrival at their new centre, for the specific purpose of completing arrangements directly related to their transfer, including the supervision of packing or unpacking of their effects.

### **8.2 Travelling allowance**

As per clause 3 in the Supplementary Arrangements to this Award as issued and amended.

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

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

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

Accordingly, the parties commit themselves to developing a more highly skilled and flexible workforce and providing employees with career opportunities through appropriate training to acquire additional skills and knowledge for performance of their duties.

Within each agency a consultative mechanism and procedures involving representatives of management, employees and the Union shall be established as determined by the Chief Executive having regard to the size, structure and needs of that agency.

Following consultation the Chief Executive shall develop a learning and development strategy consistent with -

- (a) the current and future needs of the agency;
- (b) the size, structure and nature of the operations of the agency;

- (c) the need to develop vocational skills relevant to the Agency through courses conducted wherever possible by accredited educational institutions and providers.

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

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

All such learning and development should be directed at enabling employees to enhance skills relevant to duties to be performed. Employees will be expected to attend scheduled learning and development activities.

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

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

### **10.1 Tools, equipment and protective equipment**

10.1.1 The employer shall provide, where necessary, all tools and equipment, for the use of employees to carry out their duties.

10.1.2 Where necessary the employer shall provide standard protective apparel and safety equipment which shall be worn by the employees as specified in existing safety codes.

### **10.2 Uniforms**

Employees shall be provided with uniforms and accessories appropriate to the duties of their positions.

## **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 their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

#### *11.1.3 Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the 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 they do not want their record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

#### 11.1.4 *Discussions with employees*

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

- (a) matters under the 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; and
- (b) the name of the award under which the employee is working; and
- (c) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks; and
- (d) Specific to Award either:
  - (i) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid; or
  - (ii) piecework rates - details of the piecework performed and the rate at which payment is made to the employee;
- (e) the gross and net wages paid to the employee;
- (f) details of any deductions made from the wages; and
- (g) contributions made by the employer to a superannuation fund

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employer's full name;
- (c) the employee's date of birth;

- (d) details of sick leave credited or approved, and sick leave payments to the employee;
- (e) the date when the employee became an employee of the employer;
- (f) if appropriate, the date when the employee ceased employment with the employer;
- (g) a casual employee's entitlement to long service leave (if any) worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 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.

11.2.6 Consistent with Ministerial Directive *12/01 Attendance - Recording, Reporting and Public Holidays*, a Chief Executive may specifically exempt those employees who have been, or who are a class of office from a system for recording starting and finishing times, meal breaks and absences from duty.

### **11.3 Union encouragement**

11.3.1 The parties recognise the right of individuals to join the Union and will encourage that membership. However, it is also recognised that Union membership remains at the discretion of individuals.

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

11.3.3 Information on the Union will be included in induction materials.

11.3.4 Union representative(s) will be provided with the opportunity to discuss Union membership with new employees.

11.3.5 Where requested by the Union, the EPA will provide payroll deduction facilities for Union subscriptions.

### **11.4 Union delegates**

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

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

11.4.3 Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking Union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.

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

Dated 6 May 2003.

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

Operative Date: 14 July 2003