

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 125 - making, amending awards

**Crime and Misconduct Commission AND The Queensland Public Sector Union of Employees
(A/2006/34)**

COMMISSIONER BROWN

21 September 2006

NEW AWARD

THIS matter coming on for hearing before the Commission at Brisbane on 4 August 2006, this Commission awards as follows as from 4 August 2006:

CRIME AND MISCONDUCT COMMISSION EMPLOYEES AWARD - STATE 2006

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Crime and Misconduct Commission Employees Award - State 2006.

1.2 Arrangement

Subject Matter Clause No.

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1.3 Date of operation

This Award takes effect from 4 August 2006.

1.4 Award coverage

1.4.1 This Award applies to Employees of the Crime and Misconduct Commission (as defined) whose salaries or rates of pay are fixed by this Award and who are deemed to be Employees for the purposes of Chapter 15 of the Act and to the Crime and Misconduct Commission as the employer in relation to such Employees.

- 1.4.2 The provisions of the *Crime and Misconduct Act 2001* and Regulations made pursuant to this Act apply to Employees where applicable and should be read in conjunction with this Award.
- 1.4.3 This Award does not apply to Employees covered by any other award or industrial agreement or to Employees of the Crime and Misconduct Commission who continue to be employed under a written contract of employment pursuant to section 254(4) of the *Crime and Misconduct Act 2001*.

1.5 Definitions

- 1.5.1 "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.5.2 "Casual Employee" means an Employee other than a "Part-time Employee" as defined in this Award, who is engaged as such and is paid on an hourly basis to work for less than the ordinary weekly working hours of a full-time Employee.
- 1.5.3 "Chairperson" - means the Chairperson of the Crime and Misconduct Commission appointed under section 229 of the *Crime and Misconduct Act 2001* or for the purposes of this Award such other person to whom the Chairperson has delegated specific authorities.
- 1.5.4 "Classification Level" comprises a number of Paypoints through which Employees will be able to progress.
- 1.5.5 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.6 "Crime and Misconduct Commission" and "CMC" means the Crime and Misconduct Commission established under section 220 of the *Crime and Misconduct Act 2001*.
- 1.5.7 "Employee" for the purpose of this Award means a person employed pursuant to section 254(1) of the *Crime and Misconduct Act 2001* who is not employed under a written contract of employment pursuant to section 254(4) of that Act.
- 1.5.8 "Generic Level Statement" means a broad, concise statement of the duties, skills and responsibilities indicative of a given Classification Level.
- 1.5.9 "Increment" means for all Employees an increase in salary from one Paypoint to the next highest Paypoint.
- 1.5.10 "Minister" means the Minister of the Crown appointed to be the Minister for the purposes of the *Crime and Misconduct Act 2001*.
- 1.5.11 "Part-time Employee" means an Employee other than a "Casual Employee" as defined in this Award, who is engaged to work regular hours each week and whose ordinary daily working hours are worked continuously inclusive of meal times according to operational requirements. The weekly total of such hours for a permanent Part-time Employee are always less than the ordinary weekly working hours of a full-time Employee.
- 1.5.12 "Paypoint" means the specific rate of remuneration payable to Employees within a Classification Level.
- 1.5.13 "Policy" means the policies of the CMC referred to in this Award and adopted by the members of the Crime and Misconduct Commission as constituted pursuant to s.223 of the *Crime and Misconduct Act 2001*.
- 1.5.14 "Temporary Employee" means an Employee appointed for a specific period or specified task.
- 1.5.15 "Union" means The Queensland Public Sector Union of Employees.

1.6 Parties bound

This Award is legally binding on the Employees of the Crime and Misconduct Commission as prescribed by clause 1.5, the Crime and Misconduct Commission, and the Union and its members.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place 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 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 is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

2.2 Procedures to implement facilitative Award provisions

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

- (a) Facilitative Award provisions can be negotiated between management and Employees who are directly affected by such proposals or between management and the Union depending upon the particular Award provisions.
- (b) Employees may be represented by their local Union delegate/s and shall have the right to be represented by their local Union official/s.
- (c) Facilitative Award provisions can only be implemented by agreement.
- (d) In determining the outcome from facilitative provisions, neither party should unreasonably withhold agreement.
- (e) Agreement is defined as obtaining consent of greater than 50% of Employees directly affected or of the Union depending upon the particular Award provisions.
- (f) Where a provision refers to agreement by the majority of Employees affected, all Employees directly affected shall be consulted as a group. Should the consultation process identify Employees with specific concerns which relate to either equity or occupational health and safety issues, such concerns may be catered for on an individual basis subject to operational requirements.
- (g) Any agreement reached must be documented, and shall incorporate a review period.
- (h) Where the agreement relates to either the working of ordinary hours on other than a Monday to Friday basis, the introduction of Shift Work or change to the shift roster, the Union is to be notified in writing at least one week in advance of agreement being sought.
- (i) Where it becomes necessary for any reason to amend a CMC Policy referred to in this Award, the proposed amendments will be forwarded to the Union with a view to obtaining agreement with respect to the amended Policy. In the event that agreement cannot be achieved, either the CMC or the Union can refer the matter to the Commission in accordance with the provisions of clause 3.1 of this Award.

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 agreement, 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 per 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 Chairperson 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 Chairperson and the aggrieved Employee may submit the matter in writing to the Chairperson if such Employee wishes to pursue the matter further. If desired by either party, the matter shall also be notified to the Union.

The Chairperson 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 investigated in a thorough, fair and impartial manner.

The Chairperson may appoint another person to investigate the grievance. The Chairperson 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 Chairperson 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 Chairperson may delegate such Chairperson'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 may be referred to the Commission by the Employee or the Union, as appropriate.
- 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 Preservation of existing conditions

No Employee shall suffer any loss of salary or conditions as a result of the making of this Award.

4.2 Termination of employment

4.2.1 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.

4.2.2 Termination by employer

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

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

- (b) In addition to the notice in clause 4.2.2(a), 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 is not lawful for the Chairperson to offset notice of termination against any period of annual leave or part thereof.

4.2.3 Notice of termination by Employee

The notice of termination required to be given by an Employee shall be 2 weeks. If an Employee fails to give notice, the employer shall have the right to withhold monies due to the Employee with a maximum amount of 2 weeks pay.

4.2.4 *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.

4.3 **Introduction of changes**

4.3.1 *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.

4.3.2 *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 alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.3.1.
- (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.

4.4 **Redundancy**

4.4.1 *Consultation before terminations*

- (a) Where 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 4.4.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects 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.

4.4.2 *Transfer to lower paid duties*

- (a) Where an Employee is transferred to lower paid duties for reasons set out in clause 4.4.1, 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 4.2.
- (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.

4.4.3 *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 (transmitter) to another employer (transmittee), and an Employee who at the time of such transmission was an Employee of the transmitter of the business, becomes an Employee of the transmittee:
 - (i) the continuity of the employment of the Employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the Employee has had with the transmitter or any prior transmitter shall be deemed to be service of the Employee with the transmittee.
- (b) In clause 4.4.3, "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.

4.4.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an Employee in the circumstances outlined in clause 4.4.1, 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.

4.4.5 *Notice to Centrelink*

Where a decision has been made to terminate Employees in the circumstances outlined in clause 4.4.1, 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.

4.4.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.2.2(a) "Termination by employer", and subject to further order of the Commission, an Employee whose employment is terminated for reasons set out in clause 4.4.1(a) "Consultation before terminations", 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) "Week's 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.

4.4.7 *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.

4.4.8 *Employee leaving during notice*

An Employee whose employment is terminated for reasons set out in clause 4.4.1(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.

4.4.9 *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.

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

Clause 4.4 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.

4.4.11 *Employees exempted*

Clause 4.4 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

4.4.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.4 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.

4.4.13 *Exemption where transmission of business*

(a) The provisions of clause 4.4.6 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 (transmitter) 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 transmitter, and any prior transmitter, 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 transmitter; and
 - (B) which recognises the period of continuous service which the Employee had with the transmitter and any prior transmitter to be continuous service of the Employee with the transmittee.

(b) The Commission may amend clause 4.4.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.4.14 *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.

4.4.15 *Employees of Queensland Government Departments and Agencies*

The provisions of clause 4.4 will not apply to Employees of the Crime and Misconduct Commission to the extent that the provisions of the redundancy arrangements are contained in the CMC's Policy on Redeployment and Redundancy, where the policy provides for entitlements that are superior to clause 4.4.

4.5 Probationary employment

4.5.1 *Conditions of appointment on probationary service*

The conditions of appointment on probationary service of every Employee are those prescribed in the CMC's Policy on Probation existing as at 20 May 2005 and any amendments thereto apply to Employees covered by this Award.

Provided that the CMC's Policy on Probation may not be amended without consultation with the Union.

4.6 Part-time employment

The following conditions apply to Part-time Employees:

- (a) The Chairperson or delegate shall, in consultation with the Employee, determine the minimum number of consecutive hours that the Employee may work or determine a regular pattern for the hours to be worked.
- (b) Subject to the provisions contained in clause 4.6, all provisions of this Award applicable to full-time Employees apply to Part-time Employees on a *pro rata* basis.
- (c) The spread of ordinary hours is the same as that prescribed for a full-time Employee as prescribed in this Award.

- (d) The hourly rate of pay for a Part-time Employee is the same as that for a full-time Employee appointed to, or directed to assume duty, at the same Classification Level.
- (e) A Part-time Employee is eligible for payment of a salary Increment in accordance with the provisions of clause 5.11 of this Award.
- (f) A Part-time Employee is entitled to any applicable allowances on a *pro rata* basis:
- Provided that the following allowances apply in full:
- | | |
|----------------------|---------------|
| Meal allowance | clause 5.13.1 |
| On-call allowance | clause 5.13.3 |
| Travelling allowance | clause 8.2 |
- (g) A Part-time Employee who works on a public holiday shall be paid in accordance with clause 7.8.
- (h) 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.
- (i) For work performed within the spread of ordinary hours as prescribed in this Award, and in addition to the number of hours specified to be worked in the work cycle, a Part-time Employee is entitled to payment at the ordinary hourly rate. The additional hours so worked shall be taken into account in the *pro rata* calculation of all entitlements.
- (j) When a Part-time Employee is authorised to work additional hours outside the Spread of Hours prescribed by the Award, the Part-time Employee is eligible for payment of overtime in accordance with the provisions of clause 6.3.
- (k) A Part-time Employee may be appointed to more than one position in the Crime and Misconduct Commission provided that the maximum number of ordinary hours for which they are employed shall not exceed 72.5 hours per fortnight.

4.7 Casual Employees

- 4.7.1 A Casual Employee is paid 23% in addition to the ordinary hourly Award rates of pay for the class of work upon which such Employee is engaged. Each engagement stands alone, with a minimum payment as for 2 hours' work made in respect to each engagement. Where applicable, a Casual Employee is further entitled to the provisions of overtime, weekend penalty rates and payment for work performed on public holidays.
- 4.7.2 In addition to the provisions of clause 4.7.1, a Casual Employee is further entitled to payment of any applicable Award allowances based *pro rata* on the number of hours worked in relation to the ordinary hours of the Award classification.
- 4.7.3 Subject to the provisions of Chapter 2, Part 3, Division 3 of the Act, a Casual Employee shall not be entitled to any other leave provision.
- 4.7.4 Casual Employees are entitled to Increments in accordance with clause 5.11.

4.8 Recognition of previous service

The conditions prescribed in the CMC's Policy on Recognition of Previous Service existing as at 20 May 2005 and any amendments thereto apply to Employees covered by this Award:

Provided that, in calculating length of service for the purpose of fixing salary, any period of probationary service resulting from unsatisfactory work performance shall not be included, but in calculating such length of service for purposes other than salary, any period of probation which such Employee has served shall be included:

Provided further that the CMC's Policy on Recognition of Previous Service may not be amended without consultation with the Union.

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 clauses 3.1 and 3.2, the parties to the Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.9.3 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 or the Anti-Discrimination Commission Queensland.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Salaries

- 5.1.1 Salaries shall be paid fortnightly and may, at the discretion of the Chairperson, be paid by electronic funds transfer.
- 5.1.2 The salaries payable to the undermentioned groups of Employees are prescribed in Schedule 1 of this Award.

5.2 Administrative stream

The administrative stream comprises those offices, the duties of which apply to the functional areas identified herein, the incumbents of which are required to possess a range of skills appropriate to the stream.

Such functional areas include agency administration, human resource management, finance, customer service, development and implementation of Policy, information and advisory services.

5.3 Professional stream

The professional stream comprises offices:

- (a) to which are attached a mandatory degree qualification or agreed equivalent as determined by the Chairperson; and
- (b) the duties of which reflect:
 - a combination of practitioner and/or specialist responsibilities; or
 - an identifiable specialisation/management in a profession.

5.4 Technical stream

The technical stream comprises offices:

- (a) to which are attached a mandatory diploma, advanced diploma or agreed equivalent as determined by the Chairperson; and
- (b) the duties of which reflect:

- a combination of practitioner and/or specialist responsibilities providing direct assistance to, but on occasion acting in isolation from, other offices; and/or supervision of offices in other streams.

5.5 Operational stream

The operational stream comprises those offices, 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.

5.6 Stream allocation

Allocations to the administrative, professional, technical and operational streams will be determined by the CMC in accordance with Generic Level Statements contained in Schedule 2. Where a new position is created and its allocation cannot be determined the matter may be discussed with the Union.

5.7 Generic Level Statements

Generic Level Statements for all Classification Levels are prescribed in Schedule 2. 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.

5.8 Work allocation

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

5.9 Qualifications

- 5.9.1 An Employee appointed to the administrative stream who has satisfied assessment requirements for an AQF 3, AQF 4, AQF 5 or AQF 6 qualification acceptable to the Chairperson shall be paid no less than Classification Level 2, Paypoint (1).
- 5.9.2 An Employee appointed to the administrative stream who has satisfied examination requirements for a degree or other post-secondary qualification acceptable to the Chairperson shall be paid not less than Classification Level 2, Paypoint (7).

5.10 Movement between Classification Levels

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

Provided that this provision shall not apply to movement between levels 1 and 2 of the administrative stream and operational stream where annual Increments will continue to apply in accordance with the relevant provisions of clause 5.11.

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 salary as indicated within the various streams.
- (b) New Employees and Employees appointed to level 1 of the technical stream, having obtained the prerequisite qualifications, shall be appointed to the minimum rate prescribed in level 2 of such stream.
- (c) New Employees and Employees who were appointed to level 1 of the professional stream having obtained the prerequisite qualifications, shall be appointed to level 2 of such stream and commence at the Paypoints as set out hereunder:
- | | |
|----------------------|--------------|
| 3 year qualification | Paypoint (1) |
| 4 year qualification | Paypoint (2) |
| 5 year qualification | Paypoint (3) |
- (d) Employees appointed to level 2 of the professional stream, who possess qualifications higher than the minimum prerequisite qualifications e.g. Honours, Masters and Doctorates and who do not possess any relevant work experience, will commence at the Paypoints as set out hereunder:
- | | |
|----------------------|--------------|
| 4 year qualification | Paypoint (2) |
|----------------------|--------------|

| | |
|----------------------|--------------|
| 5 year qualification | Paypoint (3) |
| 6 year qualification | Paypoint (4) |
| 7 year qualification | Paypoint (5) |
| 8 year qualification | Paypoint (6) |

Where such Employees possess relevant work experience, such experience shall be taken into account in accordance with clause 4.8 in addition to the above in determining starting salary to a maximum of Paypoint (6).

- (e) Positions at level 3 within the professional and technical streams shall be created by the Chairperson as necessary upon the value of the work undertaken.
- (f) Movement of Employees from level 2 to level 3 within the professional and technical streams shall be subject to:
- (i) the Employee concerned having served at least 12 months on the maximum salary prescribed for a level 2 Employee; and
 - (ii) a recommendation from a review panel that the applicant is worthy of promotion. The merit of the applicant is to be evaluated in relation to the prescribed criteria through 2 or more of the following:
 - an assessment of a written application from the applicant;
 - an interview of the applicant;
 - a certificate from the Assistant Commissioner or Director of the Division or Branch in which the Employee is working or a senior Employee knowledgeable in the Employee's capabilities that the Employee is worthy of promotion based on assessment of the Employee addressing the prescribed criteria.
- (g) Subject to clause 5.12, 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.
- (h) An external applicant (that is an applicant who is not an Employee) who is appointed to a position may be appointed to any Paypoint within a level, based on recognition of skills, knowledge and abilities.

5.10.2 Prescribed criteria for movement: *professional stream*

Applicants for movement within the professional stream from level 2 to level 3 shall be assessed by the review panel on the following criteria:

- (a) Demonstrated professional expertise in one or more areas of a discipline as shown by:
- detailed knowledge of standard professional tasks;
 - examples of modifications to standard procedures and practices and contributions to the development of new techniques and methodologies; and/or
 - professional contribution relevant to the discipline at a local level.
- (b) Possession of postgraduate qualifications or postgraduate developmental experience through attendance at specialist seminars or in-service presentations relevant to the discipline.
- (c) Evidence of recognition by peers, industry or other client groups as shown by one or more of the following (the activities used as evidence will vary with the discipline of the applicant):
- original in-service presentations;
 - published papers;
 - active involvement in conferences and seminars;
 - consultancies;
 - recognition as a resource person who collects, collates and imparts knowledge in a particular area;
 - preparation of significant internal reports.
- (d) Demonstrated levels of performance and innovation through:
- a history of satisfactory performance;
 - demonstrated high levels of efficiency and effectiveness;
 - demonstrated high level of responsibility and initiative.

5.10.3 Prescribed criteria for movement: technical stream

Applicants for movement within the technical stream from level 2 to level 3 shall be assessed by the review panel on the following criteria:

- (a) Demonstrated technical expertise in one or more areas of a discipline as shown by:
 - detailed technical knowledge and experience;
 - high levels of accuracy and precision in undertaking procedures;
 - technical contribution at a local level.
- (b) Possession of higher technical qualifications or developmental experience through attendance at specialist seminars or in-service presentations relevant to the discipline.
- (c) Evidence of recognition by peers, industry or other client groups as shown by one or more of the following (the activities used as evidence will vary with the discipline of the applicant):
 - original in-service presentations;
 - published papers;
 - active involvement in conferences and seminars;
 - consultancies;
 - recognition as a resource person who collects, collates and imparts technical knowledge in a particular area;
 - preparation of significant internal reports.
- (d) Demonstrated levels of performance and innovation through:
 - a history of satisfactory performance;
 - demonstrated high levels of efficiency and effectiveness;
 - demonstrated high level of responsibility and initiative.

5.11 Movement within Classification Levels

5.11.1 Movement within Classification Levels is based on meeting the following requirements:

- (a) Except in the case of an Employee who is paid the prescribed basic salary 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 is not to be made to the salary of any Employee until:
 - (i) in the case of a full-time Employee, the Employee has received a salary at a particular classification and Paypoint for a period of 12 months;
 - (ii) in the case of a Part-time Employee:
 - (A) the Employee has received a salary 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;
 - (iii) in the case of a Casual Employee with 12 months' continuous service with the same employer:
 - (A) the Employee has received a salary 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.

For the purpose of clause 5.11, continuous service for a Casual Employee ends if the employment is broken by more than 3 months between the end of one employment contract and the start of the next employment contract. Absences from work on public holidays do not break, or contribute to a break, in the continuity of service.

- (b) Notwithstanding anything contained elsewhere in this Award, an Employee is not entitled to move to the next salary Increment level by virtue of the Award unless:

- (i) in the case of Employees in levels 1 and 2 of the administrative, professional and technical streams and levels 1, 2 and 3 of the operational stream, the conduct, diligence and efficiency of the Employee has been certified by the Chairperson to have been and to be satisfactory;
 - (ii) in the case of Employees in all other Classification Levels, performance objectives established in accordance with the Commission's performance management system have been achieved as certified by the Chairperson.
- (c) If any Increment prescribed by this Award is temporarily withheld from an Employee or there is a refusal to grant an Increment the Employee may lodge a grievance in accordance with clause 3.2.

5.12 Performance of higher duties

Extra remuneration on the conditions prescribed in the CMC's Policy on Relieving and any amendments thereto shall apply to Employees covered by this Award:

Provided that the CMC's Policy on Relieving may not be amended without consultation with the Union.

5.13 Allowances

5.13.1 Overtime meal allowance

The conditions prescribed in the CMC's Policy on Meal Allowances and any amendments thereto apply to Employees covered by this Award:

Provided that the CMC's Policy on Meal Allowances may not be amended without consultation with the Union.

5.13.2 Motor vehicle allowance

The conditions prescribed in the CMC's Policy on Motor Vehicle Allowances and any amendments thereto apply to Employees covered by this Award:

Provided that the CMC's Policy on Motor Vehicle Allowances may not be amended without consultation with the Union.

5.13.3 On call allowances

- (a) Where an Employee is instructed to be available on call outside ordinary or rostered working hours, such Employee shall be paid, in addition to their ordinary rate of pay, an allowance based upon the hourly rate of the classification of Professional Officer level 2, Paypoint one in accordance with the following scale:
 - (i) where the Employee is on call throughout the whole of a rostered day off or a statutory holiday - 95% of the hourly rate in respect of such instances;
 - (ii) where an Employee is on call during the night only of a rostered day off, an accrued day off or public holiday - 60% of the hourly rate per night; and
 - (iii) where an Employee is on call on any other night - 47.5% of the hourly rate per night.

For the purpose of calculating the hourly rate, the divisor shall be based upon a 38 hour week and calculated to the nearest 5c.

For the purpose of this provision, a "night" shall be deemed to consist of those hours falling between 5.00pm and 8.00am or mainly between such hours.

- (b) Monday to Friday - in the event of an Employee on call being recalled to perform duty, such Employee shall be paid for the time worked at the prescribed overtime rate, such time to be calculated as from home and back to home with a minimum payment of 2 hours.
- (c) Saturday, Sunday and public holidays - an Employee performing overtime work on recall on Saturday, Sunday or a public holiday may be paid for such overtime at the appropriate overtime rate with a minimum of 2 hours inclusive of travelling time, in respect of overtime worked on a Saturday or Sunday and 4 hours in respect of overtime worked on a public holiday, or at the Employee's option be granted time off at a mutually convenient time, equivalent to the number of hours worked. Such time to be calculated as from home and back to home:

Provided that an Employee who works overtime on a public holiday and who is granted equivalent time off shall be paid at half the ordinary rate for the time so worked with a minimum of 4 hours:

Provided further that Accrued Time off in lieu shall be taken in periods mutually agreed between the Chairperson and the Employee.

- (d) In the event of an Employee on call being requested by the Chairperson or the authorised delegate, to provide advice (without the need to return to the facility), the Employee shall be paid at the prescribed overtime rate for the actual time worked up to a maximum of 2 hours on any one day:

Provided that the Employee will be responsible for the recording of such requests which will require subsequent verification by the Chairperson.

- (e) Any overtime payable shall be in addition to the on call allowance.
- (f) Where an Employee is recalled to perform work during an off duty period such Employee shall be provided with transport to and from the Employee's home, or be refunded the cost of such transport.
- (g) Where practicable the Chairperson shall not require an Employee to be continuously available on call for a period in excess of 6 weeks.
- (h) The provisions of clause 6.3.9 shall only apply when an Employee has actually worked in excess of 2 hours inclusive of travelling time on one or more of such recalls.

5.13.4 *Uniforms and laundry allowance*

Where uniforms are required by the Chairperson to be worn by an Employee, the Employee shall be supplied sufficient and suitable uniforms of good quality as approved by the Chairperson. Uniforms shall be replaced on a fair wear and tear basis.

5.13.5 *Payment of allowances*

In accordance with clause 5.13, payment of all allowances shall be made to the Employee concerned on the appropriate pay day within 6 weeks following application by the Employee.

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

6.1 Hours of work

6.1.1 *Definitions*

- (a) "Afternoon Shift" - means any shift commencing after 10.00 a.m. and at or before 6.00 p.m.
- (b) "Continuous Shift Work" - means work done by Employees where the hours of work are regularly rotated in accordance with a shift roster covering a 24 hour per day operation over a 7 day week.
- (c) "Day Shift" - means any shift commencing after 6.00 a.m. and at or before 10.00 a.m.
- (d) "Day Work" - means work performed other than upon a Shift Work basis.
- (e) "Majority of Shift" - means the major proportion of ordinary hours worked in any shift where the starting and finishing times occur on different days.
- (f) "Night Shift" - means any shift commencing after 6.00 p.m. and at or before 12 midnight.
- (g) "Shift Work" (other than Continuous Shift Work) - means work regularly rotated in accordance with a roster which prescribes 2 or more shifts (day, afternoon or night) per day, but does not cover a 24 hour per day operation over a 7 day week.
- (h) "Special Project Work" means, irrespective of the provisions of (a) to (g) above, ordinary work required to be performed over any 24 hour period by Employees in lieu of hours regularly worked, e.g. undertake a special project performing surveillance work for a fixed period. Such Special Project Work shall be performed by mutual agreement with agreement recorded in writing.

6.1.2 *Day work*

- (a) The ordinary hours of duty for Employees under this Award are 36.25 hours per week.

Provided that for Employees engaged solely on telephonist duties the ordinary hours of duty shall be 32.5 hours per week.

- (b) Employees whose ordinary weekly hours of duty are 36.25 hours are subject to the variable working hours arrangements in accordance with clause 6.2. However, those Employees engaged on "Special Project Work" shall also be subject to the provisions as set out in clause 6.1.2(c).
- (c) Special Project Work
 - (i) the ordinary hours are not in excess of 36.25 hours per week or 72.5 hours in a two week period or 108.75 hours over a three week period or 145 hours over a four week period as determined by the Chairperson;
 - (ii) the ordinary hours of work on these special projects can, by agreement with the Employees concerned be worked over any five of the seven days of the week;
 - (iii) the maximum ordinary hours to be worked on any one day are 12;
 - (iv) when the majority of work of this nature is carried out between 6.00 a.m. and 6.00 p.m. the ordinary rate of pay will apply;
 - (v) where the majority of the work of this nature is carried out between 6.00 p.m. and 6.00 a.m. the shift allowance provided for in clause 6.4.2 will apply;
 - (vi) where the ordinary hours of work of this nature fall on a Saturday or Sunday, the extra payment for weekend work provided for in clause 6.4.3 will apply.

6.2 Variable working hours

6.2.1 Definitions:

For the purposes of variable working hours, the under-mentioned terms have the following meanings:

- (a) "Accrued Time" is the amount of time in excess of a Standard Day that an Employee performs ordinary work and/or gets credit for periods of approved leave during the Spread of Hours on an ordinary working day.
- (b) "Accrued Time Leave" is an approved absence during the prescribed Core Time, excluding leave as set out in Part 7 of this Award.
- (c) "Carryover" is the amount of accumulated Accrued Time or Debit Time which an Employee may carry over to the next Settlement Period.
- (d) "Core Time" is the period during the day when all Employees must be available to perform ordinary duty, unless absent on Accrued Time leave or other approved leave, or on a lunch break.
- (e) "Debit Time" is the amount of time less than a Standard Day that an Employee performs ordinary work and/or gets credit for periods of approved leave during the Spread of Hours on an ordinary working day.
- (f) "Normal Operating Hours" means the hours of operation on any one day within the Spread of Hours (as defined) within which Employees will be authorised to commence and cease duty.
- (g) "Settlement Period" is the prescribed period of time specifying a number of consecutive days during which Accrued Time, approved leave, credit for public holidays falling upon normal working days and ordinary work during the Spread of Hours, will be accumulated.
- (h) "Spread of Hours" is the time span between the earliest commencing time and the latest ceasing time permissible for ordinary work.
- (i) "Standard Day" is the total daily working hours occurring during Standard Hours.
- (j) "Standard Hours" are the ordinary hours of duty as prescribed by this Award.
- (k) "Variable Periods" are the time spans within the Spread of Hours and outside of the prescribed Core Time when, subject to the requirements of the particular position and the agreement of the Supervisor concerned, an Employee may amend commencing and ceasing times for ordinary work.

6.2.2 Working arrangements:

- (a) Employees must at all times obey directions given by their supervisors regarding hours of work during the Spread of Hours. If an Employee feels that there may be ground for complaint arising out of such directions, the Employee may appeal through their supervisor to the Chairperson. The Employee concerned must nevertheless carry out the supervisor's directions until they are countermanded by the Chairperson.

- (b) All staff must give first priority to the maintenance of acceptable work flows. There is to be co-operation between Employees and their supervisors in planning Employees' working times in order that resources are available to service the needs of the public and other organisations, and to enable the continuance of inter-office and intra-office communication and services.
- (c) An Employee may not be credited for Accrued Time unless work is allocated for the Employee to perform and is performed during such period.
- (d) As far as practicable, disputes between Employees regarding Employees' working times will be settled by mutual co-operation between the Employees concerned. However, where such agreement cannot be reached the supervisor's decision will be final.
- (e) An Employee who fails to comply with the abovementioned procedures or the conditions prescribed in clause 6.2.3 to the satisfaction of the Chairperson will, upon instructions from the Chairperson, work Standard Hours. Thereafter, time worked outside Standard Hours is not to be credited as working time for the purposes of these arrangements.
- (f) It is the responsibility of each supervisor in respect of their section to ensure that, in the implementation of these arrangements, the needs of the Crime and Misconduct Commission and the public are met and that proper supervision is available at all times.

6.2.3 *Conditions of employment*

- (a) The ordinary Spread of Hours is between 7.00 a.m. and 6.00 p.m. inclusive. Unauthorised work performed outside the Spread of Hours does not gain any advantage to the Employee concerned.
- (b) The Core Time period is between the hours of 10.00 a.m. to 4.00 p.m. Mondays to Fridays, inclusive.
- (c) Variable Periods are between the hours of 7.00 a.m. to 10.00 a.m. and 4.00 p.m. to 6.00 p.m. Mondays to Fridays inclusive.

The starting and ceasing times of Employees are deemed to begin on the hour or at least 15 minute intervals thereafter. Where an Employee begins duty prior to such time, or completes duty after such time, no credit is to be allowed for such periods.

- (d) The Normal Operating Hours are between 8.00 a.m. and 5.30 p.m., Monday to Friday, and are the hours within which Employees have a general authorisation to work.
- (e) Standard Hours are 9.00 a.m. to 5.00 p.m. Mondays to Fridays inclusive with a lunch break of 45 minutes between 12 noon and 2.00 p.m. A Standard Day is 7 hours 15 minutes.
- (f) Maximum Hours - an Employee must not work more than 9 hours 30 minutes (exclusive of meal breaks) during the Spread of Hours, or more than 5 hours between 12.30 p.m. and 6.00 p.m., on any one day.

Any time worked in excess of 9 hours 30 minutes (exclusive of meal breaks) during the Spread of Hours, or more than 5 hours between 12.30 p.m. and 6.00 p.m. on any one day, will not be counted as working time and such additional time worked will not gain any advantage for the Employee concerned:

- (g) Lunch Break - all Employees are to take a lunch break of not less than 30 minutes duration to be taken between the 3rd and 6th hour of duty.

Provided that where it is mutually agreed between the employer and the Employee, that in order to maintain the continuity of work, the hours of duty may be inclusive of meal times and no deduction shall be made from the Employee's wages.

Employees are to avoid taking their lunch break at their normal work place if other Employees are continuing to work in the vicinity. If this is impracticable, Employees are to ensure that the needs of those who are working are respected.

- (h) Rest Pauses - Employees are entitled to rest pauses subject to the following:
 - (i) a total of 10 minutes for an Employee who works for more than 3 hours but less than 6 ordinary hours in any day; or
 - (ii) a total of 20 minutes for an Employee who works for at least 6 ordinary hours in any day.

Employees are entitled to a rest pause of 10 minutes duration in the employer's time in the first and second half of the working day. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where such continuity is necessary.

- (i) Settlement Periods of one month's duration start from a Monday which begins a fortnightly pay period. During each Settlement Period an Employee must accumulate 145 hours by way of time actually worked and/or approved leave during the prescribed Spread of Hours and credit for public holidays which occur upon Mondays to Fridays inclusive. An Employee's Carryover Accrued Time or Debit Time existing at the beginning of a Settlement Period is to be counted when calculating such hours:

An Employee is entitled to carry over prescribed Accrued Time or Debit Time to the next Settlement Period.

- (j) Accrued Time and Debit Time accumulate from one working day to the next and subject to the provisions of clause 6.2.3(k), between Settlement Periods.

There is no limit to the amount of Accrued Time that an Employee may accumulate at any time during a Settlement Period.

Employees must not accumulate Debit Time in excess of 4 hours at any time during a Settlement Period.

An Employee who resigns or retires or otherwise ceases duty is to ensure that such Employee possesses no Accrued Time or Debit Time at the time of ceasing duty with the Crime and Misconduct Commission. Except in exceptional circumstances, any such Employee will not receive compensation for Accrued Time existing at the time of such cessation of duty. An Employee possessing a Debit Time at the time of ceasing duty will have a corresponding deduction made from the salary of such Employee.

- (k) Carryover - Accrued Time and Debit Time which an Employee has accumulated at the end of a Settlement Period is, subject to the following conditions, be carried over to the beginning of the next Settlement Period and subsequently added to Accrued Time or Debit Time which accumulates during such period.

The maximum Carryover which an Employee is allowed is 29 hours Accrued Time and 4 hours Debit Time.

If at the end of a Settlement Period an Employee's Carryover Accrued Time is in excess of 29 hours, no payment will be made for such excess period, i.e. the time will be forfeited:

Provided that where an Employee certifies that the Employee had planned to reduce Accrued Time to within the abovementioned maximum limit by the end of a Settlement Period and either a specific direction by such Employee's supervisor on short notice to work certain hours or an unforeseen absence on sick leave or other approved leave upon days immediately preceding the end of a Settlement Period prevented the Employee from complying with such maximum limit, the Chairperson may approve a Carryover in excess of the prescribed maximum limit for such Employee.

If at the end of a Settlement Period an Employee's Carryover Debit is in excess of 4 hours such excess period is to be taken without pay (to be deducted during a subsequent fortnightly pay period) unless such Employee furnishes an explanation satisfactory to the Chairperson. An Employee who accumulates a Carryover Debit in excess of 4 hours may be instructed by the Chairperson to work prescribed Standard Hours in accordance with the provisions of clause 6.2.3(d).

- (l) An Employee may be granted Accrued Time Leave if:
 - (i) the Employee has accumulated an equivalent amount of credit at the beginning of the day upon which the period of Accrued Time Leave is required; and
 - (ii) prior approval of the supervisor has been obtained:

No more than 2 whole days may be taken as Accrued Time Leave during a Settlement Period. Such whole days may be consecutive and may be taken in conjunction with other forms of leave.

In addition, the Employee may take any other amount of Accrued Time Leave of less than a whole day's duration during a Settlement Period.

- (m) Saturdays, Sundays and public holidays:
 - (i) The provisions of clause 6.3 of this Award continue to apply. Any equivalent time off allowed to an Employee is not to be counted in such Employee's Accrued Time, Debit Time or Carryover prior to the time such equivalent time off is actually allowed.

When equivalent time off is taken during the prescribed Core Time, such absences are not deemed to be Accrued Time Leave for the purposes of clause 6.2.3(l) above.

- (ii) All Employees are to be credited with a Standard Day for public holidays which occur from Mondays to Fridays inclusive.

(n) Overtime:

- (i) Compensation for overtime at the rates prescribed in clause 6.3 is only to be made in respect of time worked outside the prescribed Spread of Hours, or in excess of 9 hours 30 minutes worked during the Spread of Hours in any one day.
- (ii) Equivalent time off allowed to an Employee in terms of clause 6.3 of this Award is not to be counted in such Employee's Accrued Time, Debit Time or Carryover prior to the time such equivalent time off is actually allowed.

When equivalent time off is allowed during the prescribed Core Time, such absences are not deemed to be Accrued Time Leave for the purposes of clause 6.2.3(k).

- (o) Meal allowance - an Employee who performs authorised overtime for more than one hour after 6.00 p.m. Mondays to Fridays inclusive (other than public holidays) must, in addition to any payment for overtime to which the Employee is entitled, be paid meal money in accordance with clause 5.13.1 and any amendments thereto.

- (p) Performance of higher duties - payment of extra remuneration in accordance with the provisions of clause 5.12 of this Award continue to apply:

- (i) an Employee is not to be paid extra remuneration for temporarily filling a position during another Employee's absence upon Accrued Time Leave. Any such periods are not counted in assessing the prescribed minimum qualifying period for the payment of extra remuneration;
- (ii) where an Employee who is temporarily filling a position is absent upon Accrued Time Leave, such Accrued Time Leave is not deemed to interrupt that period of performance of such duties if such Employee goes back to the same duties on the Employee's return from Accrued Time Leave.

- (q) Leave - the provisions of Part 7 of this Award continue to apply.

(r) Travelling time:

- (i) Time spent travelling upon authorised duty away from an Employee's headquarters during the Spread of Hours is to be counted as time worked for the purposes of clause 6.2.
- (ii) Time spent travelling upon authorised duty outside the Spread of Hours is not to be counted as time worked, but shall be credited to the Employee in accordance with the CMC's Policy on Excess Travelling Time.

Provided that the CMC's Policy on Excess Travelling Time may not be amended without consultation with the Union.

6.3 Overtime

6.3.1 All authorised overtime worked by Employees outside their ordinary Spread of Hours is paid for at the rate of time and a-half for the first 3 hours in any one day and double time for all time worked thereafter.

6.3.2 Provided that all authorised overtime worked on:

- (a) Saturday is paid at the rate of time and a-half for the first 3 hours and double time thereafter with a minimum payment as for 2 hours;
- (b) Sunday is paid at the rate of double time with a minimum payment as for 2 hours:

Provided further that such minimum payments shall not apply where such overtime is performed immediately preceding and/or following ordinary hours.

- 6.3.3 Notwithstanding the provisions of clause 6.3, Employees working Shift Work, as defined in accordance with a shift roster covering 2 or more shifts per day, are paid for all overtime at the rate of double time.
- 6.3.4 Employees shall work reasonable overtime, whenever necessary in the opinion of the Chairperson, but 24 hours' notice shall be given, where practicable, to an Employee required to work overtime.
- 6.3.5 Overtime is calculated to the nearest quarter of an hour in the total amount of time in respect to which overtime is claimed by the Employee.
- 6.3.6 An Employee temporarily filling and discharging the full duties of an office at a higher Classification Level for which overtime payments are applicable is subject to the provisions of clause 6.3.1 and shall be paid for authorised overtime at the minimum rate applicable to that higher Classification Level.
- 6.3.7 Subject to clause 6.3.1, an Employee (other than an Employee on call) having been recalled to perform duty shall be paid for the time worked, with a minimum payment of 2 hours for each call out at the prescribed overtime rate, provided that such minimum payment shall not apply where the overtime is performed immediately preceding and/or is continuous with ordinary hours of duty:

Provided further that should an Employee be called out again within that 2 hour period, no further minimum payment shall apply to that work which shall be separately paid for at the prescribed overtime rates.

6.3.8 *Transport costs on recall*

Where an Employee is recalled to perform work during an off duty period the Employee shall be provided with transport to and from the Employee's home, or be refunded the cost of such transport.

6.3.9 *Fatigue leave*

- (a) An Employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that 10 consecutive hours off duty has not occurred, shall be released after completion of such overtime until 10 consecutive hours off duty occur, without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the Chairperson, such an Employee resumes or continues work without having had 10 consecutive hours off duty, the Employee shall be paid double rates until released from duty for such period, and shall then be entitled to be absent until 10 consecutive hours off duty has occurred, without loss of pay for ordinary working time occurring during such absence.
- (b) The provisions of clause 6.3.9 shall apply to Shift Workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:
- (i) for the purposes of changing shift rosters; or
 - (ii) when a Shift Worker does not report for duty; or
 - (iii) where a shift is worked by arrangement between the Employees themselves.
- (c) Clause 6.3.9 shall apply to Employees (including those Employees on call) who are recalled to work, where the Employee has actually worked in excess of 2 hours inclusive of travelling time on one or more of such recalls.

6.3.10 *Time off in lieu of overtime*

Nothing in clause 6.3 prevents an Employee from electing to accrue equivalent time off in lieu of compensation for overtime (TOIL) in accordance with the CMC's Policy on Overtime and TOIL:

Provided that the CMC's Policy on Overtime and TOIL may not be amended without consultation with the Union.

6.4 Shift work

6.4.1 *Shift work arrangements*

- (a) Shift Work may be introduced to meet operational requirements. Such Shift Work shall be worked in accordance with a roster mutually agreed between the Chairperson and the majority of Employees directly affected and are worked on one of the following bases:
- (i) a work cycle not exceeding 7 consecutive days; or

- (ii) a work cycle not exceeding 14 consecutive days; or
- (iii) a work cycle not exceeding 21 consecutive days; or
- (iv) a work cycle not exceeding 28 consecutive days:

Provided that having regard to operational requirements rostered shifts may be mutually exchanged between Employees, provided such exchange occurs within the same pay period.

- (b) A roster setting out the Employee's days of duty and starting and finishing times on such days shall be displayed in a place conveniently accessible to Employees at least one work cycle in advance.
- (c) Notwithstanding clauses 6.4.1(a) and (b), a Shift Worker shall not perform more than 2 consecutive shifts.
- (d) Changes within a roster shall be by agreement between the employer and the Employee concerned, but failing agreement, 24 hours notice of any change in the roster shall be given or double time be paid for the Employee's next shift.

6.4.2 *Shift allowance*

- (a) Employees working afternoon or Night Shifts are paid an allowance of 15% per shift for all ordinary time worked in addition to their ordinary salary.
- (b) Provided that in respect to the calculations of payments as prescribed by clause 6.4.2, they shall be made upon the Majority of Shift basis in respect of ordinary hours worked where the starting and finishing times occur on different days over the period Monday to Friday, both days inclusive.

These allowances shall not apply to work performed between midnight Friday and midnight Sunday or on public holidays.

6.4.3 *Extra payment for weekend work*

- (a) All ordinary time worked between midnight on Friday and midnight on Saturday not being overtime shall be paid for at one and a-half times the ordinary rate and between midnight Saturday and midnight Sunday shall be paid for at the rate of double time.
- (b) Provided further that in respect to the calculation of payments as prescribed by clause 6.4.3 such shall be made upon the Majority of Shift basis in respect of ordinary hours worked where the starting and finishing times occur on different days over the period Friday to Monday, both days inclusive.

6.4.4 *Meal breaks and rest pauses*

- (a) Meal breaks

All Employees working shifts shall be allowed not less than 30 minutes for a meal break, with such a break being taken at a time which maintains the continuity of work:

Provided that the hours of duty shall be inclusive of meal times with no deduction from the Employee's salary.

Employees authorised to work overtime for more than 1 hour after their normal finishing time shall be entitled to a meal allowance as prescribed in clause 5.13.1:

Provided that a meal of reasonable quality and adequate quantity may be supplied in lieu of the abovementioned meal monies.

- (b) Rest pauses

Employees engaged on Shift Work shall be entitled to rest pause(s) in accordance with clause 6.2.3(h).

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

- 7.1.1 Every Employee (other than a Casual Employee) covered by this Award is, at the end of each year of employment, entitled to annual leave on full pay of not less than 4 weeks.

- 7.1.2 Part-time Employees are entitled to annual leave on a *pro rata* basis.
- 7.1.3 Annual leave is to be exclusive of any public holiday which may occur during the period of that annual leave.
- 7.1.4 Unless the Employee shall otherwise agree, the Chairperson shall give the Employee at least 14 days notice of the date from which such Employee's annual leave shall be taken.
- 7.1.5 If the Employee has not taken all the annual leave the Employee is entitled to as at the date that the Employee ceases employment with the Crime and Misconduct Commission, the Employee is presumed to have taken the leave from the day the termination takes effect (the "termination day").
- 7.1.6 The Chairperson must immediately pay the Employee for the annual leave not taken as at the termination day, including any public holiday that falls in the period the Employee is presumed to have taken the leave.
- 7.1.7 If the Employee has been employed for any period of less than 1 year as at the termination day, the Chairperson must pay the Employee proportionate annual leave for the period.
- 7.1.8 The conditions prescribed in the CMC's Policy on Recreation Leave and any amendments thereto apply to Employees covered by this Award.

Provided that the CMC's Policy on Recreation Leave may not be amended without consultation with the Union.

7.2 Loading on annual leave

- 7.2.1 A loading calculated as prescribed hereunder shall be paid to Employees on annual leave:
- (a) Shift workers - Subject to clause 7.2.1(b) the rate of wage or salary to be paid to a Shift Worker shall be the rate payable for work in ordinary time according to the Employee's roster or projected roster, including Saturday, Sunday, or holiday shifts.
 - (b) All Employees - Subject to the provisions of clause 7.2.2, in no case shall the payment to an Employee be less than the sum of the following amounts:
 - (i) the Employee's ordinary wage rate or salary as prescribed by the Award for the period of such leave (excluding shift premiums and weekend penalty rates);
 - (ii) a further amount calculated at the rate of 17.5% of the amounts referred to in clause 7.2.1(b)(i).
- 7.2.2 The provisions of clause 7.2.1(b) shall not apply to any period or periods of annual leave exceeding 145 hours per annum.

7.3 Sick leave

- 7.3.1 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.
- 7.3.2 Sick leave may be taken for part of a day.
- 7.3.3 Entitlement to sick leave is conditional on the Employee promptly notifying the employer of the Employee's absence and of its expected duration.
- 7.3.4 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 Chairperson.
- 7.3.5 The conditions prescribed in the CMC's Policy on Sick Leave and any amendments thereto apply to Employees covered by this Award.

Provided that the CMC's Policy on Sick Leave may not be amended without consultation with the Union.

7.4 Bereavement leave

- 7.4.1 Employees are entitled to at least 2 days bereavement leave on full salary on the death of a member of the Employee's immediate family or household:

"Immediate family" includes:

- the Employee's spouse;
- a child, ex-nuptial child, step-child, adopted-child, foster child, or ex-foster child of the Employee;
- parent, grandparent, grandchild, or sibling of the Employee or spouse of the Employee;
- step-father, step-mother, half-brother, half-sister, step-brother or step-sister of the Employee.

"Spouse" of an Employee includes:

- a former spouse; and
- a *de facto* spouse, including a spouse of the same sex as the Employee.

7.4.2 Satisfactory proof of the death or funeral arrangements shall be provided by the Employee.

7.4.3 A long-term Casual Employee is entitled to two days' unpaid bereavement leave on the death of a person who bears to that Employee one of the relationships set out in clause 7.4.1.

7.4.4 A "long-term Casual Employee" is a Casual Employee engaged by the Crime and Misconduct Commission on a regular and systematic basis for several periods of employment during a period of at least one year immediately before the Employee seeks an entitlement to bereavement leave.

7.4.5 The conditions prescribed in the CMC's Policy on Bereavement Leave and any amendments thereto apply to Employees covered by this Award:

Provided that the CMC's Policy on Bereavement Leave may not be amended without consultation with the Union.

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).

7.5.3 The conditions prescribed in the CMC's Policy on Long Service Leave and any amendments thereto apply to Employees covered by this Award:

Provided that the CMC's Policy on Long Service Leave may not be amended without consultation with the Union.

7.6 Parental Leave

The provisions of the *Family Leave (Queensland Public Sector) Award - State 2004* (including carer's leave) apply to and are deemed to form part of this Award.

The entitlements to parental leave include:

- maternity leave;
- spousal leave;
- pre-natal leave;
- pre-adoption leave;
- adoption leave; and
- carer's Leave.

The conditions prescribed in the CMC's Policy on Parental Leave and any amendments thereto apply to Employees covered by this Award.

Provided that the CMC's Policy on Parental Leave may not be amended without consultation with the Union.

7.7 Public holidays

7.7.1 All Employees shall be entitled to payment for rostered ordinary hours to be worked for each of the public holidays referred to in clause 7.7.2 notwithstanding that no work is required to be performed.

7.7.2 (a) All work done by any Employee on the following public holidays is paid for at the rate of double time and a-half with a minimum of 4 hours:

- 1 January;
- 26 January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- 25 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.

(b) Labour Day

- (i) All Employees (other than Casual Employees) covered by this Award are 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.
- (ii) Where an Employee actually works on Labour Day, such Employee shall be paid in addition, a payment for the time actually worked between the normal starting and finishing times at one and a-half times the ordinary rates prescribed for such work with a minimum of 4 hours.

(c) 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. No Employee shall be entitled to receive payment in accordance with clause 7.7.2(c) for work performed on such a day on more than one occasion in each calendar year.

7.7.3 Subject to clause 7.7.1 and 7.7.2(b) an Employee who performs work on any public holiday or any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday, shall at the Employee's option receive time off equivalent to the number of hours worked, with a minimum of 4 hours in lieu of monetary compensation:

Provided that where an Employee elects to take equivalent time off such Employee shall in addition be paid at half the ordinary rate with a minimum of 4 hours.

7.7.4 *Substitution*

Where there is agreement between the Chairperson and the majority of Employees concerned and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in the *Holidays Act 1983*:

Provided that where an Employee is subsequently required to work on each substituted day, the Employee shall be paid the rate applicable for the holiday that has been substituted.

7.7.5 Employees "rostered off" on public holidays who work in accordance with Shift Work.

All Employees (other than Casual Employees) working in accordance with the provisions of clause 6.4, if rostered off on any public holiday shall be paid an additional day's wage, or by mutual agreement between the Chairperson and the Employee, shall be granted a day's holiday in lieu at a time to be mutually arranged between the Chairperson and the Employee concerned, or an extra day shall be taken with annual leave, for each such day on which the Employee is rostered off:

Provided that for the purposes of clause 7.7.5 "rostered off" shall mean rostered off on a day of the week which normally forms part of the Employee's ordinary hours:

Provided further that the "additional day's wage", "another day off" or "extra day" added to annual leave shall mean 7.25 hours at ordinary rates.

7.7.6 Where a public holiday as prescribed by clause 7.7 falls upon a Saturday or Sunday and an Employee as part of the Employee's ordinary rostered hours is required to work upon such day, calculations of payment shall be made upon the Majority of Shift basis where the starting and finishing times of such ordinary hours occur on different days.

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

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

- (a) A full-time Employee is entitled to either payment for each public holiday or a substituted day's leave.
- (b) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all Employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (c) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day, an Employee required to work on Christmas Day (i.e. 25 December) is to be paid at the rate of double time.
- (d) Nothing in clause 7.7.7 confers a right to any Employee to payment for a public holiday as well as a substituted day in lieu.

7.7.8 "Concessional day" - means any day upon which an Employee is permitted to be absent on full pay without debit to any leave account as a result of a compulsory closure of the Crime and Misconduct Commission over the Christmas/New Year period or such closure or restricted staffing as the Chairperson determines.

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

8.1 Transfer and appointment expenses

These are the expenses that may be paid on behalf of an eligible Employee when appointed to the Crime and Misconduct Commission, including:

- the conveyancing of self, family and effects to the CMC;
- board and lodging;
- other items of expenditure related to taking up duty;

and are prescribed in the CMC's Policy on Appointment Expenses and any amendments thereto:

Provided that the CMC's Policy on Appointment Expenses may not be amended without consultation with the Union.

8.2 Travelling expenses

An eligible Employee who is required to:

- travel on official duty; or
- take up duty away from the Employee's usual place of work to relieve another Employee, or to perform special duty,

is allowed actual and reasonable expenses or allowances for accommodation, meals and incidental expenses necessarily incurred by the Employee.

These are prescribed in the CMC's Policy on Travelling Expenses and any amendments thereto:

Provided that the CMC's Policy on Travelling Expenses may not be amended without consultation with the Union.

8.3 Excess travelling time

The general conditions applicable for the compensation of excess travelling time for an eligible Employee who is required to travel on official business are:

- attending approved seminars and agency courses;
- outside ordinary hours; and
- away from normal headquarters.

These are prescribed in the CMC's Policy on Excess Travelling Time and any amendments thereto:

Provided that the CMC's Policy on Excess Travelling Time may not be amended without consultation with the Union.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training, learning and development

9.1.1 The parties to this Award recognise that in order to increase 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 the Crime and Misconduct Commission a consultative mechanism and procedures involving representatives of management, Employees and the Union shall be established as determined by the Chairperson.

Following consultation the Chairperson shall develop a learning and development strategy consistent with:

- (a) the current and future needs of the CMC;
- (b) the need to develop vocational skills relevant to the CMC 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 accredited competencies, knowledge and skills.

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.

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

10.1 Workplace health and safety

All provisions of relevant workplace health and safety legislation apply.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

Clauses 11.1 and 11.2 replicate legislative provisions contained within the *Industrial Relations Act 1999*. In order to ensure the currency of existing legal requirements parties are advised to refer to Sections 366, 372 and 373 of that Act as amended from time to time.

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry procedure

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
 - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
 - (ii) shows their authorisation upon request.

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

11.1.3 *Inspection of records*

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

11.1.4 *Discussions with Employees*

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

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

- (a) the Employee's Award classification;
- (b) the employer's full name;
- (c) the name of the Award under which the Employee is working;
- (d) the number of hours worked by the Employee during each day and week, the times at which the Employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the Employee is paid;
- (f) the gross and net wages paid to the Employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

- (a) the Employee's full name and address;
- (b) the Employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the Employee;
- (d) the date when the Employee became an Employee of the employer;
- (e) if appropriate, the date when the Employee ceased employment with the employer; and
- (f) if a Casual Employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the Employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by:

- (a) an Inspector of the Department of Industrial Relations, in accordance with section 371 of the Act; or
- (b) an authorised industrial officer in accordance with sections 372 and 373 of the Act.

11.2.5 The Chairperson 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 delegates

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

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

11.3.3 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.

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

11.4 Posting of Award

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

11.5 Union encouragement

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

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

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

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

11.5.5 Where requested by the Union, the Crime and Misconduct Commission will provide payroll deduction facilities for Union subscriptions.

11.6 Industrial relations education leave

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

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

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 Chairperson (or delegated authority) of the agency, the relevant Union and the Employee.

Upon request and subject to approval by the Chairperson (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.

11.6.2 The granting of industrial relations education leave or any additional special leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the agency/work unit concerned. At the same time such leave shall not be unreasonably refused.

11.6.3 At the discretion of the Chairperson, Employees may be granted special leave without pay to undertake work with the Union.

Schedule 1 - Salaries

Section 1 - Administrative stream

| CLASSIFICATION LEVEL | | AWARD RATE (including the arbitrated wage adjustment payable under the 1 September 2005 Declaration of General Ruling and earlier Safety Net Adjustments) |
|----------------------|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | Per Fortnight |
| | | \$ |
| Level 1 | 1 | 704.70 |
| | 2 | 761.70 |
| | 3 | 818.60 |
| Level 2 Age 21 | 1 | 1,082.90 |
| | 2 | 1,112.60 |
| | 3 | 1,142.30 |
| | 4 | 1,176.00 |
| | 5 | 1,205.80 |
| | 6 | 1,235.50 |
| | 7 | 1,261.20 |
| | 8 | 1,291.10 |
| Level 3 | 1 | 1,361.00 |
| | 2 | 1,402.20 |
| | 3 | 1,443.20 |
| | 4 | 1,484.70 |
| Level 4 | 1 | 1,556.60 |
| | 2 | 1,594.70 |
| | 3 | 1,636.90 |
| | 4 | 1,675.10 |
| Level 5 | 1 | 1,750.30 |
| | 2 | 1,792.90 |
| | 3 | 1,835.40 |
| | 4 | 1,877.90 |

Section 2 - Professional stream

| CLASSIFICATION LEVEL | | AWARD RATE (including the arbitrated wage adjustment payable under the 1 September 2005 Declaration of General Ruling and earlier Safety Net Adjustments) |
|----------------------|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | Per Fortnight |
| | | \$ |
| Level 1 | 1 | 727.00 |
| | 2 | 816.90 |
| | 3 | 906.80 |
| Age 21 | 4 | 1,131.60 |
| | 5 | 1,184.30 |
| | 6 | 1,233.00 |
| | 7 | 1,277.70 |
| Level 2 | 1 | 1,359.80 |
| | 2 | 1,419.90 |
| | 3 | 1,479.90 |
| | 4 | 1,540.00 |
| | 5 | 1,596.10 |
| | 6 | 1,651.80 |
| Level 3 | 1 | 1,721.10 |
| | 2 | 1,765.30 |
| | 3 | 1,809.50 |
| | 4 | 1,853.70 |

Section 3 - Technical stream

| CLASSIFICATION LEVEL | | AWARD RATE (including the arbitrated wage adjustment payable under the 1 September 2005 Declaration of General Ruling and earlier Safety Net Adjustments) |
|----------------------|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | Per Fortnight |
| | | \$ |
| Level 1 | 1 | 727.00 |
| | 2 | 816.90 |
| | 3 | 906.80 |
| Age 21 | 4 | 1,131.60 |
| | 5 | 1,184.30 |
| | 6 | 1,233.00 |
| | 7 | 1,277.70 |
| Level 2 | 1 | 1,295.60 |
| | 2 | 1,333.50 |
| | 3 | 1,371.10 |
| | 4 | 1,409.10 |
| | 5 | 1,446.90 |
| | 6 | 1,484.70 |
| Level 3 | 1 | 1,556.60 |
| | 2 | 1,587.10 |
| | 3 | 1,621.50 |
| | 4 | 1,651.80 |

Section 4 - Operational stream

| CLASSIFICATION LEVEL | | AWARD RATE (including the arbitrated wage adjustment payable under the 1 September 2005 Declaration of General Ruling and earlier Safety Net Adjustments) |
|----------------------|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | Per Fortnight |
| | | \$ |
| Level 1 | 1 | 595.20 |

| CLASSIFICATION LEVEL | AWARD RATE (including the arbitrated wage adjustment payable under the 1 September 2005 Declaration of General Ruling and earlier Safety Net Adjustments) | |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| | | Per Fortnight \$ |
| | 2 | 662.00 |
| | 3 | 728.80 |
| | 4 | 795.60 |
| | 5 | 944.50 |
| | 6 | 1,011.50 |
| Level 2 Age 21 | 1 | 1,082.90 |
| | 2 | 1,114.10 |
| | 3 | 1,145.40 |
| | 4 | 1,180.50 |
| Level 3 | 1 | 1,198.80 |
| | 2 | 1,222.80 |
| | 3 | 1,242.80 |
| | 4 | 1,266.70 |
| Level 4 | 1 | 1,311.30 |
| | 2 | 1,344.70 |
| | 3 | 1,378.20 |
| | 4 | 1,411.50 |
| Level 5 | 1 | 1,441.10 |
| | 2 | 1,479.60 |
| | 3 | 1,518.20 |
| | 4 | 1,556.60 |
| Level 6 | 1 | 1,608.60 |
| | 2 | 1,643.80 |
| | 3 | 1,675.10 |
| Level 7 | 1 | 1,742.10 |
| | 2 | 1,778.00 |
| | 3 | 1,813.90 |

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2005 Declaration of General Ruling and earlier Safety Net 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, and 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.

Schedule 2 - Generic Level Statements

S2.1 Administrative stream

(a) Administrative Officer level 1

Work level description (AO1)

Work at this level usually involves a combination of keyboard, clerical and other duties requiring the application of basic office skills and routines.

Characteristics of the work

Performed under close direction using established routines, methods and procedures with little scope for deviating from these.

Problems can usually be solved by reference to procedures, well documented methods and instructions. Initially direct guidance is given when problems arise. Ready access to advice and assistance is available.

The work may involve giving technical and procedural advice to other staff (for example relating to the operation of office equipment used in the work area). It may require the acquisition of knowledge and specific procedures, instructions, regulations or other requirements relating to general administration (e.g. personnel or finance operations) and/or specific office programs and activities.

Work at this level does not include supervisory responsibilities although more experienced staff may assist new staff by providing guidance and advice.

As individual Employees develop more experience and knowledge they will be required to exercise greater judgement and make decisions in their allocated duties, although these will be confined by instructions, established practices and procedures of written guidelines.

Duties and skills

Work at this level may progressively involve an Employee in a range of activities requiring the use of written and numeric skills, clerical skills, written and verbal communication, equipment skills (e.g. keyboard) and other work skills appropriate to the discipline. These skills should be readily transferable between organisations.

Entry to this level is either by commencement of a traineeship or through selection based on standardised vocational testing.

(b) Administrative Officer level 2.

Work level description (AO2)

Work at this level usually encompasses a range or combination of administrative activities and operations which require the application of skills and experience in administrative/clerical work and a general knowledge of the work to be performed.

The work will involve achieving clearly defined and established outcomes and/or basic problem solving within guidelines and contributing knowledge or skills or information specific to the work of the agency.

Characteristics of the work

Work is usually performed under close supervision and may involve undertaking a range of duties requiring judgement, liaison and communication within an agency and with other interested parties.

The solution of problems may require the exercising of basic judgement, although knowledge required to perform work is usually related to precedents, guidelines, procedures, regulations and instructions and from senior staff. It may require some knowledge and application of specific procedures, instructions, regulations or other requirements relating to general administration and activities.

Work at this level does not include supervisory responsibilities although more experienced staff may assist new staff by providing guidance and advice.

Duties and skills

Knowledge required to perform work is usually related to guidelines, instructions and procedures relevant to the function of the level.

Familiarity with the functions of related work areas and of relationships between organisational elements may be required.

At this level, basic resolution of problems by reference to established procedures may be required.

Work at this level may involve an Employee in a range of activities requiring the use of written and numeric skills, clerical skills, written and verbal communication, equipment skills (e.g. keyboard) and other work skills appropriate to the discipline. These skills should be readily transferable between organisations.

The minimum skills required for entry to this level are as defined in the traineeship curriculum or through standardised vocational testing.

(c) Administrative Officer level 3

Work level description (AO3)

Work at this level usually requires relevant experience combined with a broad knowledge of the office's functions and activities and a sound knowledge of the major activity performed within the work area. The work may include preparing preliminary reports, papers and correspondence which usually relate to a specific organisational function or discipline, providing or interpreting information for clients or other interested parties and general administrative support to senior officers.

Supervisory responsibilities may involve some complex operational work and may involve assisting with, or reviewing the work undertaken by, subordinates or team members.

Scope exists for exercising initiative in the application of established work practices and procedures although this level may require expertise to resolve issues within a day-to-day environment for which there may not be clearly established procedures.

Effective judgement and work organisation skills are required which have been acquired through previous experience, demonstrated capacity or post secondary education or partial completion of same.

Characteristics of the work

Work is usually performed under general direction and may involve preparing papers, briefing notes, correspondence or other written material.

Decisions made or delegations exercised at this level may have an impact on the relevant agency's operations, but are normally of limited procedural or administrative importance.

Work at this level may include responsibility for training, involvement in working with staff to develop work performance, planning and co-ordinating tasks and work flow.

Duties and skills

Work at this level requires a sound knowledge of the activities usually performed within the work area and their impact upon the activities of other organisations.

Supervisory responsibilities include on-the-job training and staff assessment and performance counselling in relation to the work area. This level usually requires the application of personnel-related functions such as orientation of staff, staff attendance and recommendation of leave arrangements, written and verbal communication, interpretation and liaison skills to solve basic problems together with interpersonal skills to deal with non-routine matters and analytical abilities appropriate to the work area.

(d) Administrative Officer level 4

Work level description (AO4)

Work at this level is usually performed in relation to established priorities, task methodology and work practices to achieve results in line with the corporate goals of the office.

The work may include preparing papers and reports, drafting complex correspondence for senior officers, undertaking activities of a specialist or detailed nature, assisting in the preparation of procedural guidelines, providing, interpreting and analysing information for clients or other interested parties, exercising specific process responsibilities, and overseeing and co-ordinating the work of subordinate staff.

Work at this level includes supervision of a work group, small work area or office within the total organisational structure and co-ordination of a range of office functions.

Characteristics of the work

Work is performed under general direction as to work priorities and may be of a technical or professional, project, procedural or processing nature, or a combination of these.

Direction exercised over work performed at this level may be less direct than at lower levels and is usually related to task methodologies and work practices. Staff would be expected to set priorities and to monitor work flow in the area of responsibility.

The work at this level requires the application of knowledge usually gained through previous experience in the discipline or from post secondary or tertiary study. The work may require the co-ordination of a range of office functions and the exercising of judgement and/or delegated authority in areas where precedents or procedures are not clearly defined.

Independent action may be exercised at this level, particularly in local office situations, for example, developing local procedures, management strategies and guidelines.

Any decisions taken or delegations exercised would be limited by the application of rules, regulations, guidelines or procedures.

The extent of supervisory responsibility would depend on the operational work of the area and factors such as work priorities, complexity of the work and the number of subordinate staff.

Duties and skills

Work performed at this level will require the ability to supervise staff, set priorities, monitor work flow and develop local strategies or work practices.

This may include responsibility for the development of appropriate training programs related to group development, application of equal employment opportunity, industrial relations principles and an awareness of occupational health and safety guidelines and principles. Staff assessment and counselling may involve providing advice in relation to personal and career development relating to work requirements.

Liaison and communication skills and the capacity to negotiate may be required, particularly for activities involving liaison or communication with clients or other interested groups.

Work at this level requires general knowledge of the office's operations, combined with a specialist knowledge of major activities within the work area.

In program, activity or service delivery areas staff should have the knowledge to interpret and apply standard policies, specific procedures and regulations or other guideline material to specific situations. They should be able to disseminate information about the office's operations particularly in relation to Policy aspects or program, activity or service delivery to clients.

Work at this level may require the ability to investigate, interpret or evaluate information where legislation, regulations, instructions or procedural guidelines do not give adequate or specific answers.

(e) Administrative Officer level 5

Work level description (AO5)

Work at this level may include a variety of functions as follows:

- (i) managing the operations of a discrete organisational element, program or activity; or
- (ii) the operations of an organisational element which is part of a larger office within the total organisational structure; or
- (iii) under limited direction in relation to priorities and work practices, providing administrative support to a particular program, activity or administrative function and consultancy service to external organisations; or
- (iv) providing subject matter expertise or Policy advice across a range of programs or activities undertaken by the agency.

Work at this level may include the preparation of documentation for complex correspondence purposes and for decision by senior officers.

Responsibilities may include liaison and co-ordination within and across functions including office representation and overseeing and co-ordinating the work of other staff assisting in this area.

Work at this level may include operation within a number of specialist or multi-disciplinary teams or independently.

Characteristics of the work

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

Direction exercised over work performance at this level includes, depending on the functional role required, the provision of advice, guidance and/or direction in relation to a project, detailed processing, and other work practices.

Independent action may be exercised within constraints set by senior management.

Any decision taken or delegation exercised tends to be governed by the application of rules, regulations or office operating instructions or procedures. While such decisions may impact on office operations and resources, they are usually limited to the specific work area involved.

Managerial responsibilities would usually depend on the specific activities undertaken. Staff at this level would be expected to set and achieve priorities, monitor work flow and/or manage staffing resources to meet objectives.

Duties and skills

Work at this level requires a knowledge of office operations and the ability to interpret legislation, regulations and other guideline material relating to the operations and functions of the work area.

Work at this level may require:

- (i) the ability to investigate, analyse, interpret or evaluate information for the guidance of staff or clients, or undertake research in relation to technical matters;
- (ii) well developed liaison and communication skills and the ability to negotiate with clients or other interested parties, within parameters decided by senior management;
- (iii) significant managerial ability, including the ability to supervise staff, set priorities, monitor work flow, develop local strategies, procedures and work practices, and allocate resources.

This includes demonstrated personnel management skills, the ability to apply equal employment opportunity principles and procedures and industrial relations principles and occupational health and safety guidelines.

Responsibility for the identification of training needs and the development of appropriate training programs for the work unit may be undertaken at this level.

S2.2 Professional stream

(a) Professional Officer level 1

Work level description (PO1)

Work at this level is restricted to those Employees who have met any minimum entry requirements plus the education requirements for acceptance into an appropriate tertiary institution.

Appointment to this level is solely for the purpose of fulfilling prerequisite education and/or training prior to appointment to the substantive grade (degree) in the professional stream.

A requirement at this level is the successful completion of the educational or training requirements of the particular professional group.

Appointees to this level may be enrolled as a full-time or part-time student, and if part-time, may be required to do work associated with the relevant profession, but at a level and under a degree of supervision appropriate to the skills held. This may include some work normally which would be carried out by level 2 (i.e. practising) professional, provided such work is verified or validated by a qualified and experienced professional Employee.

Characteristics of the work

Work within this level is performed under close supervision following standard routines, methods and procedures with little scope for deviation, or the exercise of initiative or judgment.

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

Skills and knowledge will be acquired and demonstrated on a progressive basis consistent with the formal and informal training undertaken.

Positions at this level have no supervisory responsibility, although more experienced staff may be expected to assist new staff by providing basic advice and guidance.

Duties and skills

This level recognises that duties and skills will increase in complexity as the Employee moves through the education and training phase.

Employees at this level usually perform repetitive tasks which are fully prescribed and are usually performed in response to standardised instructions or requests.

Employees at this level may undertake a combination of routine clerical, analysis, preparatory and operative duties requiring the application of basic skills and routines.

(b) Professional Officer level 2

Work level description (PO2)

Positions at this level consist of Employees with a minimum of a degree qualification or agreed equivalent and who are identified as belonging to the generic groupings listed in the definition statement.

Mandatory qualifications exist for entry to this level with an expectation of the application of professional knowledge gained through formal studies.

Positions at this level involve the delivery of basic professional services which are in support of agency objectives.

Characteristics of the work

Work is initially performed under close supervision by a more experienced professional, however, this supervision is expected to reduce as experience increases. Guidance is always close at hand.

The solution of problems may require the exercise of professional judgement through the selection and application of procedures, methods and standards, however, guidance from senior staff is readily available.

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

Positions at this level generally have no supervisory responsibilities although more experienced Employees may assist new Employees by providing guidance and advice.

Possession of the mandatory tertiary qualification and experience is required for positions within this level.

Additionally, knowledge of basic practices and procedures relevant to the discipline is required. Professional judgement may be exercised within prescribed areas, however, the provision of results are subject to verification and validation.

Duties and skills

Positions at this level may involve an Employee in a range of activities including the analysis and interpretation of findings as they relate to the elements of the work. They could also include the preparation of reports incorporating recommendations on basic operations.

Employees at this level perform non-repetitive tasks, governed by established procedures, specific guidelines and standardised instructions.

Employees shall have obtained professional knowledge as indicated by successful completion of the appropriate three year undergraduate degree or diploma and be able to apply theoretical aspects of the relevant discipline to basic problems or minor phases of broader assignments.

(c) Professional Officer level 3

Work level description (PO3)

This level usually requires professional expertise in one or more areas of a discipline. Detailed knowledge of standard professional tasks is required with scope existing for exercising initiative in the application of established work practices and procedures.

At this level some supervisory responsibility of subordinate staff may be required. The degree of supervision is variable depending on the assignment or project.

Employees will be required to progressively obtain greater specialised knowledge through postgraduate qualifications or postgraduate developmental experience through attendance at specialist seminars and achieve higher level of outcomes under reducing professional direction.

Characteristics of the work

Work is usually performed under general guidance with the general quality of output monitored by superiors. However, the technical content of the work is not normally subject to direct supervision. Guidance may be given in reviewing work programs or on unusual features of an assignment.

Employees are expected to exercise initiative in the application of professional practices either as a member (in some situations as leader) or a specialist professional in multi-disciplinary teams or independently and may deputise for the professional head of a small work unit.

Employees at this level may have supervisory responsibilities for technical staff, if required, together with responsibilities for training and development of subordinate professional staff within the discipline.

Duties and skills

Work at this level requires the undertaking of more complex activities and the selection and application based on professional judgement of new and existing techniques and methodologies.

Employees may carry out research under professional supervision and may be expected to contribute to the advances of the techniques used.

Supervisory responsibilities include on-the-job training, staff assessment and performance counselling in relation to subordinates with the discipline or para professionals, as well as authority for the verification and validation of work results of supervised staff.

Duties also include the responsibility for varied professional assignments, requiring knowledge of either a broad or specialised field. Problems would be addressed by the use of combinations of standard procedures and/or modifications of standard procedures.

S2.3 Technical stream*(a) Technical Officer level 1**Work level description (TO1)*

Work at this level is restricted to those Employees who have met any minimum entry requirements plus the education requirements for acceptance into the appropriate tertiary institution.

Appointment to this level is solely for the purpose of fulfilling prerequisite education and/or training prior to appointment to the substantive grade in the technical stream.

A requirement at this level is the successful completion of the educational or training requirements of the particular technical group.

Appointees to this level may be enrolled as a full-time or part-time student, and if part-time, may be required to do work associated with the relevant occupation, but at a level and under a degree of supervision appropriate to the skills held. This may include some work which normally would be carried out by level 2 (i.e. practising) technical officer, provided such work is verified or validated by a qualified and experienced technical Employee.

Characteristics of the work

Work within this level is performed under close supervision following standard routines, methods and procedures with little scope for deviation, or the exercise of initiative or judgment.

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

Skills and knowledge will be acquired and demonstrated on a progressive basis consistent with the formal and informal training undertaken. Positions at this level have no supervisory responsibility, although more experienced staff may be expected to assist new staff by providing basic advice and guidance.

Duties and skills

This level recognises that duties and skills will increase in complexity as the Employee moves through the education and training phase.

Employees at this level usually perform repetitive tasks which are fully prescribed and are usually performed in response to standardised instructions or requests.

Employees at this level may undertake a combination of routine clerical, analysis, preparatory and operative duties requiring the application of basic skills and routines.

(b) Technical Officer level 2

Work level description (TO2)

Positions at this level consist of Employees with a minimum of a diploma, advanced diploma, qualification, or agreed equivalent and who are identified as belonging to the generic groupings listed in the definition statement.

Positions at this level involve the delivery of basic technical services which are in support of agency objectives.

Characteristics of the work

Work is initially performed under close supervision by a more experienced professional or technical officer, however, this supervision is expected to reduce as experience increases. Guidance is always close at hand and work outcomes are closely monitored.

The solution of problems may require the exercise of basic technical judgement through the application of standard procedures, methods and standards, however, guidance from senior staff is readily available.

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

Positions at this level generally have no supervisory responsibilities although more experienced staff may assist new staff by providing guidance and advice.

Knowledge of basic practices and procedures relevant to the discipline is required with the possibility of specialisation in work application.

Duties and skills

Positions at this level may involve an Employee in a range of activities including the analysis of findings as they relate to the elements of the work. They could also include the preparation of reports incorporating recommendations on basic technical investigations, tests or measurements.

Employees at this level perform non-repetitive tasks, governed by established procedures, specific guidelines and standardised instructions. Work is generally undertaken under technical guidance of senior staff.

Skills are generally transferable within particular disciplines.

Employees shall be required to have technical knowledge as indicated by successful completion of the appropriate diploma, advanced diploma, qualification and be able to apply theoretical aspects of the relevant discipline to basic problems or minor phases of broader assignments.

(c) Technical Officer level 3

Work level description (TO3)

Work at this level requires detailed technical knowledge and experience with demonstrated high levels of accuracy and precision. An understanding of the agency's functions, coupled with detailed knowledge of the Unit's operations, practices and procedures is necessary for competent performance.

An Employee may be required to undertake a range of moderately complex tasks and functions or specialisation in a particular discipline may be a feature of work at this level.

Characteristics of the work

Work at this level is undertaken autonomously with limited guidance. Guidance is available for complex or unusual problems, research or moderately complex experimental work. However, the contribution of experience to resolve issues on a day to day basis for which there may be no established procedure is a requirement of this level.

Supervision of small work groups and responsibility for quality of output by the group may be a feature of this level.

Duties and skills

The determination, conduct and evaluation of standard technical practices and procedures are required at this level. Significant technical responsibility exists for the application of new techniques to moderately complex problems and may be combined with limited specialist research.

Supervisory responsibilities would be limited and would include on-the-job training, staff assessment and performance counselling in relation to subordinates within the discipline.

S2.4 Operational stream

(a) Operational Officer level 1

Work level description (OO1)

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

Characteristics of the level

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

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

Positions at this level have no supervisory responsibility.

Duties and skills

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

(b) Operational Officer level 2

Work level characteristics (OO2)

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

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

Characteristics of the level

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

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

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

Duties and skills

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

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

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

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

(c) Operational Officer level 3

Work level description (OO3)

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

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

Characteristics of the level

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

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

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

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

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

Duties and skills

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

A sound knowledge of the operating procedures is required.

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

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

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

(d) Operational Officer level 4

Work level description (OO4)

Work at this level requires specialised knowledge within the discipline.

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

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

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

Characteristics of the 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 position's normal span of activity.

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

Duties and skills

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

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

(e) Operational Officer level 5

Work level description (OO5)

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

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

Management of large work groups may be a factor.

Characteristics of the level

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

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

Duties and skills

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

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

(f) Operational Officers levels 6 & 7

Work level description (OO6 & OO7)

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

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

Characteristics of the work

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

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

Duties and skills

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

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

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

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

Dated 21 September 2006.

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

Operative Date: 4 August 2006
New Award - Crime and Misconduct Commission
Employees Award - State 2006

Released: 25 September 2006