

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**PROFESSIONAL SCIENTISTS' AWARD - STATE**

(No. AR39 of 2002)

COMMISSIONERS EDWARDS, BECHLY, SWAN

6 November 2002

AWARD REVIEW

After reviewing the above Award as required by s. 130 of the *Industrial Relations Act 1999*, this Commission orders that the Award be repealed and the following Award be made, as from 6 January 2003.

**PROFESSIONAL SCIENTISTS' AWARD - STATE 2002**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Professional Scientists' Award - State 2002.

**1.2 Arrangement**

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### **1.3 Date of operation**

The Award takes effect from 6 January 2003.

### **1.4 Award coverage**

1.4.1 Subject to clauses 1.4.2 and 1.4.3, this Award applies throughout the State of Queensland to employers of Professional Scientists and to all employed Professional Scientists who are primarily engaged in undertaking Professional Scientific Duties.

#### *1.4.2 Partial exemption*

(a) As an alternative to being subject to all provisions of this Award a full-time employee remunerated in excess of 15% above their relevant classification rate may mutually agree in writing with their employer not to be bound by the provisions of this Award, except for:

- clause 3.1 (Grievance and dispute settling procedure)
- clause 4.4 (Anti-discrimination)
- clause 4.5 (Termination of employment)
- clause 4.6 (Introduction of changes)
- clause 4.7 (Redundancy)
- clause 5.4 (Superannuation)
- clause 7.1 (Annual leave)
- clause 7.2 (Sick leave)
- clause 7.4 (Long service leave)
- clause 7.5 (Family leave)
- clause 7.6 (Public holidays)
- clause 11.4 (Union encouragement)

- (b) A copy of the terms of any agreement entered into in accordance with clause 1.4.2 will be supplied to the employee.
- (c) There will be taken to be mutual agreement for the purposes of clause 1.4.2(a) if an employer employed a Professional Scientist and remunerated that employee prior to 1 July 2002 in excess of 15% above the relevant classification rate prescribed in clause 5.2.
- (d) The overall terms and conditions of employment agreed under clause 1.4.2 must be not less favourable than the provisions of this Award as a whole and the employee shall not be disadvantaged by the agreement, taking into consideration the Award provisions the employee would otherwise have been entitled to had the employee not entered into an agreement pursuant to clause 1.4.2.
- (e) For any agreement entered into under clause 1.4.2, and in accordance with section 366(2) of the Act, there will be no requirement for the employer to keep particulars of the employee's starting and finishing times each day.
- (f) If any employee considers that they have been disadvantaged by the agreement, the issue must be addressed between the employer and employee in the manner prescribed in clause 3.1 (Grievance and dispute settling procedure). No claim for unpaid wages resulting from clause 1.4.2 may be made under the Act until the grievance and dispute settling procedure under this Award has been concluded.

#### 1.4.3 *Total exemption from coverage*

The following persons are totally exempt from the terms of this Award:

- Persons having scientific qualifications as defined in clause 1.6 but who are primarily engaged in managerial functions.
- Employees covered by the *Public Service Act 1996*.
- Employees of Queensland Rail, the Port of Brisbane Authority, the Gladstone Area Water Board, the Metropolitan Regional Abattoir Board, the Gold Coast Waterways Authority, Bulk Grains Queensland, the Bureau of Sugar Experiment Stations, Harbour Boards, Colleges of Advanced Education, Universities, Public Hospital Boards and the Corporation of the Trustees of the Sisters of Mercy, Mater Misericordiae Public Hospital.
- Academic staff, and staff appointed in accordance with academic conditions of employment, who are employed by Universities.
- MIM Holdings Limited, Mount Isa Mines Limited, Copper Refineries Pty. Ltd., Carpentaria Exploration Company Pty Ltd, Carpentaria Gold Pty. Ltd., Abbot Point Bulkcoal Pty. Ltd., Oaky Creek Coal Pty Ltd, Collinsville Coal Company Pty Ltd, Newlands Coal Pty. Ltd., and Townsville Transport & Services Pty. Ltd.
- Employees within privatised organisations that were previously a department of the Queensland Public Service or a part of a department of the Queensland Public Service or a Crown Corporation, Crown Instrumentality or Minister representing the Crown or any statutory corporation or any Crown Corporation, Crown Instrumentality or Minister representing the Crown or any statutory corporation of which 50% or more of the members are appointed by the Governor-in-Council.
- Employees employed as scientists in the private pathology industry.

#### 1.5 **Parties bound**

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

#### 1.6 **Definitions**

- 1.6.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.6.2 "Union" means the Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees.
- 1.6.3 "Commission" means the Queensland Industrial Relations Commission.
- 1.6.4 "Experienced Scientist" means:
  - (a) a Professional Scientist with the following qualifications in any particular employment the adequate discharge of any portion of the duties of which employment requires qualifications of the employee as (or at least equal to those of) a person having academic qualifications acceptable to one of the following:
    - (i) The Royal Australian Chemical Institute for admission to the grade of Associate member; or
    - (ii) The Australian Institute of Physics for admission to the grade of member; or

- (iii) The Australasian Institute of Mining and Metallurgy for admission to the grade of Association member; or
- (iv) The Australian Institute of Food Science and Technology for admission to the grade of Associate member;  
or
- (v) The Australian Institute of Agricultural Science for admission to Associate member.

(b) a Professional Scientist who:

- (i) is a member of the relevant professional body; or
- (ii) having graduated in a 3 year or a 4 year course at a university recognised by the professional body, has had 4 years' experience on Professional Scientific Duties since becoming a Qualified Scientist; or
- (iii) not having so graduated, has had 5 years of such experience.

1.6.5 "Graduate" means a Qualified Scientist who is the holder of a degree, diploma or other testamur which:

- (a) (i) is a degree in science of an Australian, New Zealand or United Kingdom university or from an Australian tertiary educational institution; or
- (ii) has been issued by a technical university, college of advanced education, an institute of technology, a European technical high school (technische hochschule) or polytechnic, or other similar educational establishment;
- (b) is recognised by the professional body as attaining a standard similar to a University degree; and
- (c) has been issued following:
  - (i) a course of not less than 3 years' duration for a full-time course after a standard of secondary education not less than the standard of examination for matriculation to an Australian university; or
  - (ii) a part-time course of sufficient duration to attain a similar standard as a 3 years' full-time course, after a similar standard of secondary education.

1.6.6 "Professional Scientific Duties" means duties carried out by a person who requires qualifications of (or at least equal to those of) a person having:

- (a) academic qualifications acceptable to the Royal Australian Chemical Institute for admission to grades of corporate membership;
- (b) academic qualifications acceptable to The Australian Institute of Physics for admission to the grades of Graduate membership or corporate membership;
- (c) academic qualifications in metallurgy, metallurgical engineering or technology acceptable to The Australasian Institute of Mining and Metallurgy for admission to the grades of Junior or corporate membership;
- (d) academic qualifications acceptable to The Australian Institute of Agricultural Science for admission to the grade of corporate membership;
- (e) academic qualifications acceptable to The Australian Institute of Food Science and Technology for admission to the grades of Graduates or corporate membership;
- (f) scientific qualifications acceptable to the Australian Public Service Board's "Qualifications Handbook" manual;

1.6.7 "Professional Scientist" means a person qualified to carry out Professional Scientific Duties. The term Professional Scientist includes Qualified Scientist and Experienced Scientist.

1.6.8 "Qualified Scientist" means a Professional Scientist other than an Experienced Scientist, that is, qualified to become a Graduate or corporate member of The Royal Australian Chemical Institute, the Australian Institute of Physics, the Australasian Institute of Mining and Metallurgy, the Australian Institute of Agricultural Science or the Australian Institute of Food Science and Technology.

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1 Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

## **2.2 Localised agreements**

Subject to clause 1.4.2 the Union may make a localised agreement with a respondent employer for a provision or provisions which differ from the provisions of this Award so as to create agreements which incorporate salaries and conditions that alter or go beyond that which is provided for in the Award. The agreement is to be in writing and duly signed by the employer, employee and the Union and its provisions insofar as they are inconsistent with this Award will prevail.

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

### **3.1 Grievance and dispute settling procedure**

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

- 3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of the Union, be reported to the relevant officer of the Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the

appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

### **4.1 Contract of employment**

4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment. Employment categories are:

- (a) full-time; or
- (b) part-time (as prescribed in clause 4.2);

4.1.2 *Notification of salary and classifications*

A Professional Scientist shall be notified by the employer in writing at the time of engagement of the salary, classification, method of payment and the normal practice for the review of salaries and classifications. Any dispute as to the appropriate classification will be processed in accordance with clause 3.1.

### **4.2 Part-time employment**

4.2.1 A part-time employee is an employee who:

- (a) has been engaged as a part-time employee in accordance with clause 4.1; and
- (b) is employed for less than 40 ordinary hours per week; and
- (c) has a constant number of hours per week; and
- (d) receives, on a proportionate basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

4.2.2 A Professional Scientist engaged on a part-time basis shall be paid as set out below for each hour worked:

$$\frac{1}{\text{No. of standard hours per week set down for the general body of Professional Scientists in the establishment concerned}} \times \frac{\text{Appropriate salary as set out in clause 5.2}}{52.14}$$

4.2.3 At the time of engagement the employer and the employee will agree in writing on the number of ordinary hours to be worked per week. The agreed number of ordinary hours per week may only be varied by mutual agreement. Any such agreed variation to the number of weekly hours of work will be recorded in writing.

4.2.4 All time worked outside of the ordinary hours of duty as mutually arranged in accordance with clause 4.2.3 will be overtime and paid for at the rates prescribed in clause 6.2 (Overtime).

4.2.5 Part-time employees shall be engaged on a weekly, fortnightly, four-weekly or monthly basis and may be terminated by the giving of such notice in accordance with the respective contract of employment by the employer or employee or by the payment, or forfeiture, as the case may be, of the equivalent period of notice in lieu thereof.

4.2.6 Where a public holiday falls on a day upon which a part-time employee is normally engaged the employee will be paid the appropriate rate for the number of hours which would normally have been worked on that day.

### **4.3 Disclosure of qualifications**

4.3.1 A Professional Scientist who is employed, or who has applied for employment, under this Award shall, if and when required to do so, produce to the employer written evidence that they possess or have acquired the qualifications of Qualified Scientist or Experienced Scientist, as the case may be.

4.3.2 Where a Professional Scientist has failed to produce to the employer written evidence that they possess or have acquired the qualification of Qualified Scientist or Experienced Scientist (as the case may be) and subsequently claim to be entitled to payment at the rate prescribed by clause 5.2 for their employment by that employer in respect

of any period during which they have failed to produce that evidence, it shall be a defence of the employer if the employer establishes that during the disputed period the employer did not know and had no reason to believe that the Professional Scientist possessed or had acquired the qualifications of Qualified Scientist or Experienced Scientist (as the case may be).

#### **4.4 Anti-discrimination**

4.4.1 It is the intention of the parties to this Award to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as varied 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 any of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

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

4.4.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made, or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.4.4 Nothing in clause 4.4 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
- (b) an employee, employer or registered organisation pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

#### **4.5 Termination of employment**

4.5.1 *Statement of employment*

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

4.5.2 *Termination by employer*

(a) In order to terminate the employment of a full-time employee the employer shall give the employee one month's notice:

Provided that the period of notice to be given to or by a Professional Scientist with up to 6 months service will be 2 weeks or another period as may have been agreed at the time of engagement.

(b) In addition to the notice above, employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, will be entitled to an additional week's notice.

Payment in lieu of notice will be made if the appropriate notice is not given:

- (i) provided that employment may be terminated by part of the period of notice specified and part payment in lieu;
- (ii) in calculating any payment in lieu of notice the ordinary time rate of pay for the employee concerned will be used;
- (iii) the period of notice in clauses 4.2.5 or 4.5.2 will not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or employees engaged for a specific period of time or for a specific task or tasks.

4.5.3 *Notice of termination by employee*

The notice of termination required to be given by an employee will be the same as that required of an employer, except that there will be no additional notice based on the age of the employee concerned. If an employee fails to give notice the employer has the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

#### **4.6 Introduction of changes**

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

- (a) Where an employer has made a definite decision to introduce major 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 the Union.
- (b) "Significant effects" include 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 this Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

##### *4.6.2 Employer's duty to discuss change*

- (a) The employer shall discuss with the employees affected and their Union, *inter alia*, the introduction of the changes referred to, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 4.6.1.
- (c) For the purpose of such discussion, the employer shall provide in writing to the employees concerned and their Union, 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 an employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interests.

#### **4.7 Redundancy**

##### *4.7.1 Discussions before terminations*

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and where relevant, their Union.
- (b) The discussions shall take place as soon as it is practicable after the employer has made a definite decision which will invoke clause 4.7.1, and shall cover *inter alia*, the reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to avert or mitigate the adverse effects of any terminations of the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their Union, 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 an employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interests.

##### *4.7.2 Transfer to lower paid duties*

Where an employee is transferred to other duties for reasons set out in clause 4.7.1, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to pursuant to clause 4.5.2 if the employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate of pay for the number of weeks of notice still owing.



#### 4.7.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of this Award, transmitted from an employer (called the "transmittor") to another employer (called the "transmittee"), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
- (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.7.3, "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

#### 4.7.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.7.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.7.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.7.1 the employer shall notify Centrelink thereof as soon as possible giving relevant information including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

#### 4.7.6 *Severance pay*

In addition to the period of notice prescribed for ordinary termination in clause 4.5.2, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.7.1 shall be entitled to the following amounts of severance pay:

Period of continuous service	Severance pay
1 year or less	nil
1 year and up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and over	8 weeks' pay

"Weeks' pay" means the ordinary time rate of pay for the employee concerned.

#### 4.7.7 *Superannuation benefits*

Subject to further order of the Commission where an employee who is terminated receives a benefit from a superannuation scheme, such employee shall only receive under clause 4.7.6 if the difference between the severance pay specified in that clause and the amount of the superannuation benefit such employee receives which is attributable to employer contributions only. If this superannuation benefit is greater than the amount due under clause 4.7.6 then the employee shall receive no payment under that clause.

#### 4.7.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.7.1 may terminate such employment during the period of notice specified in clause 4.5.2, and, if so, shall be entitled to the same benefits and payments under clause 4.7 had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### 4.7.9 *Alternative employment*

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

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

Clause 4.7 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### 4.7.11 *Employees exempted*

Clause 4.7 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee;
- (b) to employees engaged for a specific period of time or for a specific task or tasks; or
- (c) to casual employees.

#### 4.7.12 *Employers exempted*

Subject to an order of the Commission, in a particular redundancy case, clause 4.7 shall not apply to employers who employ less than 15 people.

#### 4.7.13 *Incapacity to pay*

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

### **4.8 Continuity of service - transfer of calling**

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act as amended from time to time.

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

### **5.1 Definitions of classification**

#### 5.1.1 *Professional Scientist - Level 1*

This is the Graduate Scientist commencement level. The scientist undertakes initial professional scientific tasks of limited scope and complexity, such as minor phases of broader assignments, in office, plant, field or laboratory work. As the scientist progresses through this level they may perform work which is more novel and complex.

Under supervision from higher-level Professional Scientists as to method of approach and requirements, the Professional Scientist - Level 1 performs normal professional scientific work and exercises individual judgement and initiative in the application of scientific principles, techniques and methods.

In assisting more senior Professional Scientists by carrying out tasks requiring accuracy and adherence to prescribed methods of scientific analysis, design or computation, the Professional Scientist - Level 1 draws upon advanced techniques and methods learned during and after the undergraduate course.

Training, development, and experience using a variety of standard scientific methods and procedures, enable the Professional Scientist to develop increasing professional judgement and apply it progressively to more difficult tasks. As the Professional Scientist progresses through the level, the need for technical supervision gradually diminishes until greater professional autonomy is reached.

Decisions are related to tasks performed, relying upon precedent or defined procedure for guidance. Recommendations are related to solution of problems in connection to the tasks performed.

As the scientist progresses through this level work is reviewed by higher-level Professional Scientists for validity, adequacy, methods and procedures. With professional development and experience, work receives less review, and the Professional Scientist progressively exercises more individual judgement until the level of competence at level 2 is achieved.

The Professional Scientist may assign and check work of technical staff assigned to work on a common project.

#### 5.1.2 *Professional Scientist - Level 2*

Following development through Level 1 a Professional Scientist - Level 2 is an Experienced Scientist who plans and conducts professional scientific work without detailed supervision, but with guidance on unusual features, and who is usually engaged on more responsible scientific assignments requiring substantial professional scientific experience.

#### 5.1.3 *Professional Scientist - Level 3*

A Professional Scientist - Level 3 is a Professional Scientist performing duties requiring the application of mature professional scientific knowledge. With scope for individual accomplishment and co-ordination of more difficult assignments, the Professional Scientist - Level 3 deals with problems for which it is necessary to modify established guides and devise new approaches.

The Professional Scientist - Level 3 may make some original contribution or apply new professional scientific approaches and techniques to the design or development of equipment or special aspects of products, facilities and processes.

Recommendations may be reviewed for soundness of judgement but are usually regarded as technically accurate and feasible. The Professional Scientist - Level 3 makes responsible decisions on matters assigned, including the establishment of professional scientific standards and procedures, consults, recommends and advises in speciality scientific areas.

Work is carried out within broad guidelines requiring conformity with overall objectives, relative priorities and necessary co-operation with other units. Informed professional scientific guidance may be available.

The Professional Scientist - Level 3 outlines and assigns work, reviews it for technical accuracy and adequacy, and may plan, direct, co-ordinate and supervise the work of other professional scientific and technical staff.

#### 5.1.4 *Professional Scientist - Level 4*

A Professional Scientist - Level 4 is a Professional Scientist required to perform professional scientific work involving considerable independence in approach, demanding a considerable degree of originality, ingenuity and judgement, and knowledge of more than one field, or expertise (for example, acts as their organisations technical reference authority) in a particular field of professional science. The Professional Scientist - Level 4:

- initiates or participates in short or long-range planning and makes independent decisions on scientific policies and procedures within an overall program;
- gives technical advice to management and operating departments;
- may take detailed technical responsibility for product development and provision of specialised scientific systems, facilities and functions;
- co-ordinates work programs and directs or advises on use of equipment and material.

The Professional Scientist - Level 4 makes responsible decisions not usually subject to technical review, decides courses of action necessary to expedite the successful accomplishment of assigned projects, and may make recommendations involving large sums or long-range objectives.

Duties are assigned only in terms of broad objectives, and are reviewed for policy, soundness of approach, accomplishment and general effectiveness.

The Professional Scientist - Level 4 supervises a group or groups including Professional Scientists and other staff, or exercises authority and technical control over a group of professional staff, in both instances engaged in complex scientific applications.

#### 5.1.5 *Professional Scientist - Level 5*

A Professional Scientist - Level 5 is a Professional Scientist required to perform professional scientific work involving a high degree of independence in approach, comprehensive knowledge and formulation of policy and very significant professional decisions and advice which carry the level beyond a Professional Scientist - Level 4. A Professional Scientist - Level 5 should have knowledge of 2 or more scientific fields or areas of expertise.

Advice is given to senior levels to enable decisions to be made which affect very significant programs. A Professional Scientist - Level 5 would influence policy and normally formulate it.

## 5.2 Salaries

5.2.1 The minimum annual salaries payable for the performance of Professional Scientific Duties as defined are:-

Responsibility level	Salary per annum \$
Graduate/Diploma Scientist - Level 1 (3 year course)	35,464
Graduate Scientist - Level 1 (4 or 5 year course)	36,554
Experienced Scientist - Level 2	42,868
Professional Scientist - Level 3	47,222
Professional Scientist - Level 4	53,275
Professional Scientist - Level 5	58,292

NOTE: 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 and arbitrated wage adjustments. [Disputed cases are to be referred to the Vice President.] This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Policy, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

5.2.2 It is expected that a Professional Scientist - Level 1 or Graduate Scientist will advance to Professional Scientist - Level 2 or Experienced Scientist following the progressive acquisition of skills and competence within 5 years and such employees competence and salary will be reviewed regularly during this period. Provided the scientist meets reasonable expectations as to the acquisition of additional skills and experience, the scientist will be advanced to the next higher salary point in level 1 no less frequently than annually.

## 5.3 Vehicle allowance

Where it is agreed that a Professional Scientist is required to use their private vehicle on the employer's business, a Professional Scientist shall be paid reasonable compensation, but they shall not receive payment at a rate less than the applicable rate set out below:

Category of vehicle	Allowance cents per km
<i>Over 2000 cc and Rotary:</i>	
First 8000 km	54.5
Over 8000 km	31.5
<i>2000 cc (20 hp) and under:</i>	
First 8000 km	50.7
Over 8000 km	31.4

## 5.4 Superannuation

5.4.1 In addition to the rates of pay prescribed by this Award, employees will be entitled to occupational superannuation benefits, subject to clause 5.4.

5.4.2 Superannuation is governed by Commonwealth legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*.

Employers have an obligation to make Occupational Superannuation contributions on behalf of each employee according to the relevant Commonwealth legislation as varied from time to time. Such contributions will be paid by the employer into a complying fund approved by a majority of employees regularly at least once each calendar month or in accordance with the requirements of the approved fund's trust deed.

Unless otherwise prescribed by legislation, the choice of funds will be made by the majority of the employer's employees and such fund will be one that is a complying fund in terms of the governing legislation.

Contributions prescribed by legislation vary from time to time. The level of contribution that is currently prescribed at the commencement date of this Award by legislation is 9% of the employee's ordinary time earnings.

- 5.4.3 For the purposes of clause 5.4.2 "ordinary time earnings" means the actual ordinary time rate of pay the employee receives for ordinary hours of work including shift loading where applicable. Ordinary time earnings will not include overtime, disability allowances, penalty rates, fares and travelling time allowances or any other extraneous payment of a like nature.
- 5.4.4 The employer will make the employee aware of their entitlements under clause 5.4 and offer the employee the opportunity to become a member of the appropriate fund in accordance with clause 5.4. An employee will be required to properly complete the necessary application form/s to become a member of the appropriate fund in order to be entitled to the contributions prescribed in clause 5.4.
- 5.4.5 In any case where the employee refuses to become a member of the relevant fund and the employer therefore does not make the contributions in accordance with clause 5.4.2 on behalf of that employee, the employer will notify in writing the trustee of the relevant fund of such circumstances.
- 5.4.6 *Lack of compliance*

Subject to the provisions of the Act should it be established that an employer has failed to comply with the requirements of clause 5.4 in respect of any employee/s, such employer will be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee/s, plus an amount equivalent to the guaranteed rate of return those contributions would have attracted in the approved occupational superannuation scheme or fund had they been paid on the due dates. Beyond that liability, the employer will not be liable for any other payments as a result of such non-compliance.

- 5.4.7 An employee may make contributions to the fund in addition to those made by the employer.

## **5.5 Payment of salary**

- 5.5.1 Subject to clause 5.5, all salaries and wages shall be paid at least once each fortnight. To calculate the amount payable fortnightly, the annual salary is divided by 26. Payment shall be in money or by electronic funds transfer unless other mutually suitable arrangements are made. Payment shall not be by electronic funds transfer unless the employee has reasonably convenient access to suitable banking facilities.
- 5.5.2 Where salaries have been paid weekly such practice shall continue to be the frequency of payment (in which case the weekly payment is the annual salary divided by 52) unless otherwise agreed between the employer and the Union.
- 5.5.3 Where a Professional Scientist so requests, the employer may, at the employer's discretion, pay salary by the calendar month, at the rate of 1/12th of the employee's annual salary per month.

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

### **6.1 Hours of duty**

Except where a Professional Scientist is required to work in accordance with clause 6.3 (Shift Work), the ordinary hours of duty shall not exceed the normal hours of duty and shall be within the same spread of hours as are applicable from time to time to the majority of employees in the establishment in which the Professional Scientist is employed, but in any case shall not exceed 40 hours per week including rest pauses but excluding meal breaks. The spread of hours may be varied with the agreement of the Union and any such agreement, to be evidenced in writing, is not to be unreasonably withheld. Hours may also be varied by agreement between the employer and the employee where the employee is paid in excess of the applicable Award rate prescribed in clause 5.2.

### **6.2 Overtime**

- 6.2.1 An employer shall compensate a Professional Scientist for all authorised time worked in excess of or outside ordinary hours of duty or where the employee is recalled to work overtime either by:

(a) payment at the rate of time and a-half for the first 3 hours, and double time thereafter:

Provided that all time worked on Sundays will be paid at the rate of double time; or

- (b) taking 6.2.1(a) into account in the fixing of annual remuneration, or
- (c) granting special additional remuneration in addition to the Award rates prescribed in clause 5.2; or
- (d) granting other compensation, such as special additional leave, as may be agreed between the employer and the employee or by the parties to this Award.

6.2.2 Where overtime is worked to meet a temporary increase in workload a Professional Scientist may, with the consent of the employer, be granted time off without loss of pay instead of the entitlements prescribed in clause 6.2.1. Where such time off has not been taken within 4 weeks of the overtime being worked the entitlement in clause 6.2.1 shall be enforceable unless the employee has, in writing, consented to or requested deferment of the time off. Such written request or consent must state when the time is to be taken off. "Temporary" increase is defined for the purposes of clause 6.2.2 as not exceeding a period of 5 consecutive days.

6.2.3 A Professional Scientist who is required to work overtime is entitled to be paid meal allowances under the same terms and conditions as are applicable from time to time to the majority of employees in the establishment, but not less than \$10.00 per meal:

Provided that this does not apply to employees to whom clauses 6.2.1(b) or (c) applies.

### **6.3 Shift work**

A Professional Scientist who is required to perform shift work shall be paid at the same penalty rate and upon the same conditions as are applicable from time to time to the majority of employees employed in the establishment in which the Professional Scientist is employed:

Provided that a minimum payment of \$17.50 per week shall be made.

### **6.4 Rest pause**

6.4.1 A Professional Scientist is entitled to paid rest pauses, to be counted as part of ordinary hours of duty, of 10 minutes during each of the first and second halves of the daily work.

6.4.2 Where it is more conducive to productivity and the more effective operation of the employer's business, a single rest pause of 20 minutes may be taken in the first half of the daily work in lieu of the rest pauses prescribed by clause 6.4.1. Where the rest pause is taken in accordance with clause 6.4.2, the ordinary working day may be divided into 3 approximately equal work periods, subject to clause 6.5.3.

6.4.3 Where continuity of work is necessary, rest pauses are to be taken so as not to interfere with continuity.

### **6.5 Meal break**

6.5.1 A Professional Scientist is entitled to an unpaid meal break of at least 30 minutes on each working day.

6.5.2 Where an employee has rest pauses as prescribed in clause 6.4.1, the meal break shall be taken no more than 5 hours after starting each day's work.

6.5.3 Where an employee has a rest pause as prescribed in clause 6.4.2 the meal break shall be taken no more than 6 hours after starting each day's work.

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

### **7.1 Annual leave**

7.1.1 Every employee covered shall at the end of each year of employment be entitled to annual leave on full pay as follows:

- (a) not less than 5 weeks if employed on shift work where 3 shifts per day are worked over a period of 7 days per week; and
- (b) not less than 4 weeks in any other case.

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

- (a) in the case of any and every employee in receipt immediately prior to that leave of ordinary time rate of pay at a rate in excess of the ordinary time rate of pay payable under clause 5.2, at that excess rate; and

(b) in every other case, at the ordinary time rate of pay payable under clause 5.2 to the employee immediately prior to that leave.

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall pay to the employee, in addition to all other amounts due, the employee's pay, calculated in accordance with clause 7.1.5, for 4 or 5 weeks as the case may be and also ordinary pay for any public holiday occurring during such period of 4 or 5 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/9th of the employee's pay for the period of employment if the employee is an employee to whom clause 7.1.1(a) applies, and 1/12th of the employee's pay for the period of employment, if the employee is an employee to whom clause 7.1.1(b) applies, calculated in accordance with clause 7.1.5.

#### 7.1.5 *Calculation of annual leave pay*

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

(a) shift workers - subject to clause 7.1.5(b), the rate of wage 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 7.1.5(c), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:

(i) the employee's ordinary wage rate as prescribed in clause 5.2 for the period of the annual leave (excluding shift premiums and weekend penalty rates);

(ii) a further amount calculated at the rate of 17½% of the amounts referred to in clause 7.1.5(b)(i).

(c) clause 7.1.5(b) shall not apply to:

(i) any period or periods of annual leave exceeding:

- 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week;
- 4 weeks in any other case; or

(ii) employers who are already paying an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.6 If a public holiday falls on a day that a shift worker is rostered off, the employee shall have an extra day added to the employee's annual leave.

7.1.7 Each employee shall take their entitlement to annual leave within 12 months of the date on which it falls due except when by agreement with the employer it is deferred to a later date.

7.1.8 Where a Professional Scientist is engaged in an industry covered by another Award and that Award makes provision for an annual leave closedown, such closedown shall apply to employees covered by this Award, in accordance with the provisions of the relevant other Award.

## 7.2 **Sick leave**

7.2.1 A Professional Scientist absent from duty on account of personal ill-health or injury shall be entitled, as a minimum standard, to payment of sick leave to the same extent and upon the same conditions as are applicable from time to time to the majority of employees employed in the particular establishment in which the Professional Scientist is employed.

In the event of Professional Scientists comprising the majority of, and/or the sole, Award based workforce the balance of the provisions of clause 7.2 shall apply.

### 7.2.2 *Entitlement*

- (a) Every employee, except school-based apprentices and trainees, is entitled to 64 hours' sick leave for each completed year of their employment with their employer:

Provided that part-time employees accrue sick leave on a proportional basis.

- (b) This entitlement will accrue at the rate of 8 hours' sick leave for each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the number of hours which would have been worked by the employee if the employee was not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

#### 7.2.3 *Employee must give notice*

The payment of sick leave is subject to the employee promptly advising their employer of the employee's absence and its expected duration.

#### 7.2.4 *Evidence supporting a claim*

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

#### 7.2.5 *Accumulated sick leave*

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

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

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

#### 7.2.6 *Workers' compensation*

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

### **7.3 Bereavement leave**

7.3.1 An employee on the death of a member of their immediate family or household in Australia is entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

7.3.2 The term "immediate family" includes:

- (a) a spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (b) child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.3.3 An employee with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

### **7.4 Long service leave**

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 1, Part 3, sections 42-58 of the Act as amended from time to time.



## **7.5 Family leave**

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

7.5.1 It is to be noted that:

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

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

- (a) maternity leave
- (b) parental leave
- (c) adoption leave
- (d) special responsibility leave for the care and support of the employee's immediate family or household.

## **7.6 Public holidays**

7.6.1 An employee who would ordinarily be required to work on a day on which a public holiday falls is entitled to full pay for the time the employee would ordinarily have been required to perform work on that day.

7.6.2 Subject to clause 7.6.7 all work done by any employee on:

- the 1st of January;
- the 26th of January,
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th of 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

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

7.6.3 *Labour Day*

All employees shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee shall be paid a full day's wage for that day and in addition, a payment for the time actually worked by the employee at one and a-half times the ordinary rate prescribed in clause 5.2 for such work with a minimum of 4 hours.

7.6.4 *Annual show*

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

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

7.6.5 *Double time and a-half*

For the purposes of clause 7.6, "double time and a-half" means one and one-half day's wages in addition to the employee's ordinary time rate of pay, or *pro rata* if there is more or less than a day.

7.6.6 *Stand down*

Any employee, with 2 weeks' or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and New Year's Day.

#### 7.6.7 *Substitution*

Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of double time and a-half at the employee's ordinary time rate of pay.

#### **7.7 Jury service**

Leave without pay shall be granted to employees required to attend for jury duty. Where the amount of jury fee is less than the normal salary of the employee the employer shall make up the difference.

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

#### **8.1 Fares, travelling expenses, and travelling time**

- 8.1.1 Where a Professional Scientist is directed to work at a place other than their usual place of employment, all fares necessarily incurred each day in excess of the normal fares of travelling from their home to their usual place of employment and return shall be paid by the employer.
- 8.1.2 Where a Professional Scientist is directed to work at a place other than their usual place of employment, the employer shall pay such appropriate additional remuneration or grant time off in lieu of excess time spent travelling or make some other mutually agreed arrangement. Alternatively, where the excess travelling time exceeds one hour, each way, the employer may provide reasonable living away from home expenses for any period of such relocation in excess of 4 weeks.
- 8.1.3 Except as provided in clause 8.1.4 a Professional Scientist directed to work at a place away from their usual place of work which involves sleeping away from their usual place of residence, shall be paid all reasonable expenses incurred.
- 8.1.4 If a Professional Scientist is directed by their employer to a different permanent locality to work, which requires the Professional Scientist to change their place of residence, the employer shall pay all reasonable expenses relating to fares, travelling, temporary lodging and the transport of the employee and the employee's family and effects from the former place of residence to their new place of residence, at a mutually agreed rate but not less than their economy fares, competitive removal rates and "modern type motel" accommodation.
- 8.1.5 A Professional Scientist absent for work purposes from their usual place of employment, but whose absence does not extend overnight, is entitled to payment of meal allowances as follows:
- (a) for absence before 7.00am - \$7.50;
  - (b) for absence during the lunch - reasonable reimbursement of the lunch expenses;
  - (c) for absence after 6.30pm - \$10.00.

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

#### **9.1 Professional development and training**

- 9.1.1 The parties to this Award recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
- (a) developing a more highly skilled and flexible workforce;
  - (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
  - (c) removing barriers to the utilisation of skills acquired.
- 9.1.2 Following proper consultation, or through the establishment of a training committee, an employer will develop a training programme consistent with:

- (a) the current and future skill need of the enterprise;
- (b) the size, structure and nature of the operations of the enterprise;
- (c) the need to develop vocational skills relevant to the enterprise through courses conducted by accredited educational institutions and providers.

9.1.3 Where it is agreed a training committee be established, that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:

- (a) formulation of a training programme and availability of training courses and career opportunities to employees;
- (b) dissemination of information on the training programme and availability of training courses and career opportunities to employees;
- (c) the recommending of individual employees for training and reclassification;
- (d) monitoring and advising management and employees on the ongoing effectiveness of the training.
- (e) the recommending of individual employees for training and reclassification;
- (f) monitoring and advising management and employees on the ongoing effectiveness of the training.

9.1.4 Where, as a result of consultation in accordance with clause 9.1.2 or through a training committee and with the employee concerned, it is agreed that additional training in accordance with the programme developed pursuant to clause 9.1.2 should be undertaken by an employee, that training may be undertaken either on or off the job:

Provided that if the training is undertaken during ordinary working hours the employee concerned will not suffer any loss of pay. The employer will not unreasonably withhold such paid training leave.

- (a) Any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training will be reimbursed by the employer upon production of evidence of such expenditure.

Provided that reimbursement will also be on an annual basis subject to the presentation of reports of satisfactory progress.

- (b) Travel costs incurred by an employee undertaking training in accordance with clause 9.1 which exceed those normally incurred in travelling to and from work will be reimbursed by the employer.

9.1.5 Any disputes arising in relation to clauses 9.1.2 and 9.1.3 will be dealt with in accordance with the grievance and dispute settling procedure prescribed in clause 3.2.

9.1.6 Notwithstanding the provisions of clause 9:

- (a) an employer may grant permission to a Professional Scientist to attend a conference, seminar, or short term study course which will assist the scientist to remain informed of scientific and or technological developments of relevance to the business of the employer;
- (b) where the conference, seminar, or short term study course has been approved by the employer and the training is relevant to the Professional Scientist's Duties employment and permission has been granted by the employer for the Professional Scientist to attend, the employer shall meet all reasonable associated costs and shall continue the payment of salary to the Professional Scientist, or make such other arrangements as may be mutually agreed;
- (c) where training or on-going professional development is necessary to maintain membership of the Professional Scientist's appropriate professional body, and such qualification is required by the employer or necessitated by legislation, the employer shall provide paid time during normal business hours (when appropriate and applicable) and shall meet associated costs of the professional development.

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

### **10.1 Equipment and special clothing**

Except where a Professional Scientist elects to provide their own equipment and special clothing they shall be provided, without cost to the employee, all equipment and special clothing (including protective clothing) reasonably required to the

adequate discharge of their duties. In the latter circumstance this equipment or clothing shall remain the property of the employer.

## **PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS**

### **Preamble**

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

### **11.1 Right of entry**

#### *11.1.1 Authorised industrial officer*

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

#### *11.1.2 Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
  - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
  - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

#### *11.1.3 Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
  - (i) is ineligible to become a member of the Union; or
  - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
  - (iii) has made a written request to the employer that they do not want their record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

#### *11.1.4 Discussions with employees*

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

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

### 11.1.5 *Conduct*

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

## **11.2 Time and wages record**

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

## **11.3 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.

## **11.4 Union encouragement**

### **Preamble**

Clause 11.4 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

11.4.1 *Documentation to be provided by employer*

At the point of engagement, the employer shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the Premises of the employer in a place readily accessible by each employee.

The document provided by the employer shall also identify the existence of a Union encouragement clause in this Award.

#### 11.4.2 *Union delegates*

- (a) Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.
- (b) The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

#### 11.4.3 *Deduction of union fees*

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

Dated 6 November 2002.

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

Operative Date: 6 January 2003.