

IEUA-QNT CLERICAL STAFF COLLECTIVE AGREEMENT 2024

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PART 1 – PRELIMINARY

1.1 Title

This Agreement shall be known as the IEUA-QNT Clerical Staff Collective Agreement 2024.

1.2 Application of the Agreement

This Agreement shall apply to clerical staff employees and the Independent Education Union of Australia – Queensland and Northern Territory Branch.

1.3 Date and Period of Operation

1.3.1 This agreement will operate seven (7) days from the date of approval by the FWC and shall remain in force until 30 June 2026 and thereafter until terminated in accordance with the Act.

1.3.2 Where this agreement provides for a benefit from a date earlier than the commencement date, the employer will provide such benefit backdated to the earlier date.

1.4 Parties Bound

Parties bound to this agreement are the Independent Education Union of Australia – Queensland and Northern Territory Branch as the employer; its clerical employees; and the Australian Municipal and Clerical Services Union Queensland Together Branch.

1.5 Definitions

1.5.1 "Act" *Fair Work Act 2009*.

1.5.2 "ACTU" means the Australian Council of Trade Unions.

1.5.3 "FWC" means the Fair Work Commission.

1.5.3 "IEUA-QNT" Independent Education Union of Australia – Queensland and Northern Territory Branch.

1.5.4 "NES" means the National Employment Standards.

1.5.5 "Together" Australian Municipal and Clerical Services Union Queensland Together Branch.

1.6 NES Precedence Term

This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

PART 2 – FLEXIBILITY

2.1 New Work Practices

Employees acknowledge that new work practices are constantly evolving through technological change and the introduction of new procedures. The employer undertakes to minimise the impact of new work practices on employees through a process of consultation and collaboration including consideration by the Joint Working Party. Employees are committed to the implementation of new work practices so developed.

2.2 Working Arrangements

Workload patterns in the office will be monitored and appropriate management systems established where appropriate. The Joint Working Party shall undertake the task of monitoring workload patterns and make recommendation to management.

2.3 Workload/Intensity of Work – Trials

2.3.1 IEUA-QNT agrees that each year during the life of the Agreement, it will trial one or more initiatives in an endeavour to respond to issues of workload and intensity of work.

2.3.2 Terms of reference will be established at the commencement of a trial and should include the following:

- (a) identification of the matter(s) to be trialled;
- (b) clarification of the process of trialling;
- (c) determination of the realistic time frame for the trial;
- (d) clarification of roles;
- (e) identification of the necessary resources; and
- (f) determination of the review process.

2.3.3 Matters which may be subject to trial shall include but not be limited to the following:

- (a) regular scheduled clerical meetings;
- (b) methods of communication for issues of concern;
- (c) impact/review of new or changed procedures; and
- (d) multi-skilling to provide a backup support for relevant clerical positions so as to ensure continued service to the organisation.

2.4 Individual Flexibility Provision

2.4.1 An employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this agreement if:

- (a) the arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangements meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

2.4.2 The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Act*; and
- (b) are not unlawful terms under section 194 of the *Act*; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

2.4.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under eighteen (18) years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.

2.4.4 The employer must give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

- 2.4.5 The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing at any time.
- 2.4.6 Requests for flexible working arrangements
- (a) An employee may request the employer for a change in working arrangements to assist the employee to meet the employee's change in personal circumstances. The employee may request flexible working arrangements in the following circumstances:
 - (i) the employee is pregnant
 - (ii) the employee is a parent , or has the responsibility for the care of, a child who is of school age or younger;
 - (iii) the employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
 - (iv) the employee has a disability;
 - (v) the employee is 55 years of age or older;
 - (vi) the employee is experiencing family and domestic violence; or
 - (vii) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires the care or support because the member is experiencing family and domestic violence.
 - (b) An employee may request the employer for a change in working arrangements to assist the employee to transition to retirement.
 - (c) An employee may request the employer for a change in working arrangements to manage a significant personal health issue.
 - (d) An employee may request the employer for a change in working arrangements to assist the employee to care for the child after a return to work after a period of leave in relation to the birth or adoption of a child.
 - (e) Other requests for a change in working arrangements to assist the personal situation of the employee can be made to the Branch Secretary in writing.
 - (f) The employee is not entitled to make a request unless, for an employee other than a casual employee, the employee has completed at least twelve (12) months of continuous service with the employer immediately before making the request.
 - (g) The request must:
 - (i) be in writing; and
 - (ii) set out details of the change sought and of the reasons for the change.

- (h) If an employee requests a change in working arrangements relating to circumstances that apply to the employee, the employer must give the employee a written response within 21 days.
 - (i) The response must state that the employer grants the request or if following discussion between the employer and the employee, the employer and the employee agree to a change to the employee's working arrangements that differs from that set out in the request then the agreed change is recorded in writing.

2.4.7 The employer may refuse the request only if:

- (a) the employer has:
 - (i) discussed the request with the employee; and
 - (ii) genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances; and
- (b) the employer and the employee have not reached such an agreement; and
- (c) the employer has had regard to the consequences of the refusal for the employee; and
- (d) the refusal is on reasonable business grounds.

2.4.8 If the response states that the employer refuses the request, then a response in writing must include the following matters:

- (a) details of the reasons for the refusal; and
- (b) the employer's particular business grounds for refusing the request; and
- (c) an explanation of how those grounds apply to the employee's requests.

The employer must also either:

- (d) set out the changes (other than the requested change) in the employee's working arrangements that would accommodate to any extent the employee's circumstances and that the employer would be willing to take; or
- (e) state there are no such changes;
- (f) and set out the effect of sections 65B and 65C of the Fair Work Act in relation to a dispute.

PART 3 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Retention of Existing Fair Minded Practices

3.1.1 The following statements of principles, rights and responsibilities are affirmed:

- (a) Respect for human dignity requires that working conditions be such as to protect the health and wellbeing of workers and to recognise their obligations to their family and the wider community.
- (b) Employees accept the responsibility to fulfil their role with integrity and professional competence.
- (c) Negotiations between employers and employees and their representatives should be transparent and be conducted in a spirit of respect and with fidelity to the values of justice and reconciliation.
- (d) Employees have the right to collectively bargain.
- (e) Employees have a right to participate in significant workplace consultation on matters relating to their employment. They have the responsibility to work cooperatively with each other and their employer.
- (f) Employees have the right to organise and act collectively. This right includes the ability to use work telephone and email systems to communicate information and to conduct meetings on Union premises.
- (g) Employees have the right to have reasonable access to union officers in the workplace.
- (h) Employees have the right to access an independent third party, to resolve any matters of dispute relating to their employment.
- (i) Employees and employers have the right to take industrial action consistent with the *Act* in support of their negotiations relating to their employment.

3.2 Grievance and Dispute Settling Procedure

3.2.1 Where grievances or complaints are related to:

- (a) the working environment; or
- (b) pay and conditions of service; or
- (c) matters arising under this Agreement; or
- (d) in relation to the NES; or
- (e) any other matter directly related to an employee's employment,

they will be resolved through the procedures in this clause (clause 3.2).

3.2.3 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

3.2.3 In an effort to reach settlement the following procedure will be implemented:

- (a) The matter shall be discussed initially between the employee(s) involved and the Branch Secretary.
- (b) Where a mutually acceptable arrangement is not arrived at, the Branch Secretary shall set up within forty-eight (48) hours of the matter initially being discussed, a meeting between the following persons:
 - (i) Branch Secretary and/or IEUA-QNT Committee of Management;
 - (ii) employee(s); and
 - (iii) union representative.
- (c) Should the matter not be resolved, the issue shall be referred to a mutually agreed person who shall be authorised to mediate in the first instance.

It shall be open to this person to make a determination that the employment relationship has been irrevocably broken as a result of a legitimate grievance. Following such a determination the employee shall be eligible for a settlement which is no less than the provisions of clause 4.9 Redundancy.

- (d) If the matter relates to the conduct of the Branch Secretary it may be referred to Committee of Management/Branch Executive.
- (e) Should the matter not be resolved and the employee has not elected to take the above settlement, then the issue shall be formally referred to the FWC. The FWC may deal with the dispute in two (2) stages:
 - (i) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (A) arbitrate the dispute; and
 - (B) make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- (f) The status quo existing before the emergence of the grievance or dispute is to continue whilst this procedure is being followed, except in the instance where the matter relates to Work Health and Safety.
- (g) Due consideration shall be given to matters raised or any suggestion or recommendation or determination made by the FWC with a view to the prompt settlement of the dispute.
- (h) Any Order or Decision of the FWC (subject to the right of appeal under the *Act*) will be final and binding.
- (j) 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*.

3.3 Complaints Against an Employee

3.3.1 In the case of complaints against an employee from another party other than the employer the process would reflect due process, fair mindedness and natural justice.

3.3.2 The following are widely accepted as being fundamental principles of natural justice:

- (a) The employee who is the subject of a complaint must know all the allegations in relation to their behaviour.
- (b) The employee must be given an opportunity to state their case, provide an explanation or put forward a defence.
- (c) A proper and fair investigation of the allegations must occur. A fair investigation includes all parties to the complaint must have the right to be heard; all relevant submissions and evidence must be considered; and the employer must not take into account matters that are not relevant.
- (d) The decision maker must act in a fair and just manner, and without bias.

3.3.3 From time to time concerns or complaints may be raised relating to an employee. Not all matters will need to be raised with the employee concerned if, after initial investigation the matter proves to be unfounded, vindictive or the complainant is not prepared to follow agreed process in documenting their complaint.

3.4 Joint Working Party

3.4.1 It is acknowledged the need to maintain an ongoing Joint Working Party to:

- (a) monitor the implementation of this Agreement;
- (b) consider emergent workplace issues; and

(c) consider workplace policies.

3.4.2 A Joint Working Party will be established with the following membership:

(a) three (3) employee representatives; and

(b) three (3) employer representatives.

3.4.3 The Joint Working Party will meet at least four times per year. Further meetings may be called by either the employer or employee representative.

3.4.4 The Joint Working Party shall, where possible, meet on the Monday afternoon of the first full officers meeting of each term. These dates will be scheduled at the beginning of each year in the IEUA-QNT Schedule of Dates.

3.4.5 The Joint Working Party will have a Standing Agenda of:

(a) implementation of this Agreement;

(b) monitoring of workload patterns;

(c) Work Health and Safety;

(d) Achievement and Development Program (ADP); and

(e) Reconciliation Action Plan (RAP).

3.5 Renewal of Agreement

3.5.1 Variation, renewal or replacement of Agreement

(a) Subject to satisfactory implementation of this Agreement it is agreed to re-open negotiations by 2 March 2026 for a replacement Agreement. Further, the implementation of the Agreement will be monitored through the Joint Working Party and identify issues suitable for negotiation in a replacement Agreement.

(b) It is agreed that this Agreement may be varied by amendment in circumstances where it is agreed that a variation is necessary.

(c) Any amendment to this Agreement will be subject to the same consultation and approval process as that used for the Agreement.

3.5.2 Commitment to Collective Agreement

There is commitment to collective negotiation of conditions of employment in accordance with clause 3.1.1.

PART 4 – EMPLOYER AND EMPLOYEES’ DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

4.1 Contract of Employment

4.1.1 Definitions

- (a) A “full-time continuing employee” shall mean an employee who is engaged for thirty-six hours fifteen (15) minutes per week and has continuing employment.
- (b) A “full-time fixed term employee” shall mean an employee who is engaged for thirty-six hours fifteen (15) minutes per week and has a defined commencement and finishing date for their employment.
- (c) A “part-time continuing employee” shall mean an employee who is engaged in any one (1) fortnight for not less than fourteen (14) hours and thirty (30) minutes and shall not exceed sixty five (65) hours and fifteen (15) minutes and has continuing employment.
- (d) A “part-time fixed-term employee” shall mean an employee who is engaged in any one (1) fortnight for not less than fourteen (14) hours and thirty (30) minutes and shall not exceed sixty five (65) hours and fifteen (15) minutes and has continuing employment.
- (e) A “casual employee” shall mean an employee who is engaged by the hour and who may terminate employment or be discharged at any moment with three (3) hours’ notice.

4.1.2 At the point of engagement of each employee, the employer shall specify in writing whether the engagement is on a full-time (continuing or fixed term), part-time (continuing or fixed term) or casual basis and whether any other conditions such as probation apply. If the employee is part-time, the contract of employment will state:

- (a) the pattern of work the employee will work;
- (b) the days of the week in which the employee will work; and
- (c) the starting and finishing times for each day of work.

4.1.3 Fixed term positions are those identified as meeting an identifiable short term need.

4.1.4 Employees shall be provided with an indicative job description which will outline areas of responsibility. Employees shall report to the Human Resources Officer any problems in relation to duties to enable them to be addressed or re-allocated.

4.2 Part-Time Employment

Employees may be engaged as part-time employees subject to the following conditions:

4.2.1 Hours of Work

- (a) The spread of ordinary working hours shall be the same as those prescribed for full time employees.
- (b) The ordinary daily working hours shall be worked continuously, excluding meal break, and shall not be less than four (4) hours or more than seven (7) hours fifteen (15) minutes per day.
- (c) An employer is required to roster a part-time employee for a minimum of four (4) consecutive hours per day.
- (d) Employees who work a minimum of three and a half (3.5) consecutive ordinary hours on any day shall be entitled to a paid rest pause of ten (10) minutes duration. Such rest pause shall be taken at such times as will not interfere with the continuity of work where continuity in the opinion of the employer is necessary.

4.2.2 Payment

- (a) Employees shall be paid an hourly rate equal to the appropriate weekly rate divided by thirty-six hours fifteen (15) minutes.
- (b) Part-time employees who work in excess of the maximum prescribed hours or are required to work outside their ordinary rostered hours without prior notice shall be entitled to overtime rates as defined in clause 6.5 of this Agreement. If notice of five (5) working days is provided or the change of hours is by mutual agreement then overtime will not be paid.
- (c) Where a public holiday falls on a day upon which a part-time employee is normally engaged, the employee shall be paid the appropriate rate for the number of hours normally worked on that day.

4.2.3 Entitlements

- (a) Employees shall be entitled to a proportionate amount of annual leave, personal/carers leave and long service leave, as prescribed for full-time employees.
- (b) In each instance the proportionate entitlement shall be determined by dividing the average number of hours worked each week by thirty-six hours fifteen (15) minutes.
- (c) Part time employees shall be entitled to access in accordance with the provisions of this agreement, the following leave, without a pro-rata being applied:
 - (i) Personal Leave – Special Responsibility Leave (clause 7.2.2)
 - (ii) Personal Leave – Bereavement Leave (clause 7.2.3)
 - (iii) Personal Leave – Personal Crisis Leave (clause 7.2.4)
 - (iv) Community Service Leave (clause 7.12)
 - (v) First Nations Peoples – Cultural Leave (clause 7.14)
 - (vi) Defence Force Reserve Leave (clause 7.15)
 - (vii) Emergency and Natural Disaster Leave (clause 7.16)

- (d) Part time employees shall progress to the next step in the classification level of the position to which the employee has been appointed after completing 1,600 hours. For employees who complete 1,600 hours in less than one calendar year, they shall progress as per clause 5.5.1.
- (e) Where an employee and the employer agree in writing, part-time employment may be converted to full-time and vice-versa, on a continuing or fixed-term basis. If such an employee transfers from full-time to part-time (or vice-versa), all accrued entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

4.3 Fixed Term Employees

- 4.3.1 Notwithstanding any other provision in this Agreement, the entitlements of Fixed Term employees are those prescribed by this clause (clause 4.3).
- 4.3.2 The entitlements of Fixed Term employees will, unless modified by clause 4.3.3, be the same as those applying to full time or part time employees. Where an entitlement is determined by length of service, that entitlement will be applied on a pro rata basis to a Fixed Term employee.
- 4.3.3 The following entitlements are specifically varied for Fixed Term employees:
 - (a) Salary Sacrificing (clause 5.12). This clause does not apply to Fixed Term employees;
 - (b) Salary Sacrifice of Unusual Payments (clause 5.13). This clause does not apply to Fixed Term employees;
 - (c) Community Service Leave (clause 7.12). The provisions of clause 7.12.4 (prescribing payment for Community Service Leave) will not, for Fixed Term employees, apply to those forms of leave identified in paragraphs 7.12.2(b) and (c). Hence, such employees are paid for Jury service, but not other forms of Community Service Leave.
- 4.3.4 Where an employee, who has been employed on a fixed term contract, is then employed on a continuing contract, and there is less than three month's gap between the contracts, that employee will have the period of their fixed term employment(s) counted for all purposes in relation to their continuing employment.

4.4 Casual Employment

- 4.4.1 Rate of pay
 - (a) A casual employee engaged directly by the employer shall be paid the hourly rate plus 25% loading unless otherwise varied by a general ruling of the FWC.
 - (b) The hourly rate shall be determined by dividing the weekly rate for the first step of the appropriate classification by thirty-six hours fifteen (15) minutes.
 - (c) Casual employees shall be paid for not less than three (3) hours for each engagement.

4.4.2 Casual employees – conversion of employment status:

- (a) A casual employee who has worked a period of twelve (12) months:
 - (i) on a regular and systematic basis for several periods of employment; or
 - (ii) on a regular and systematic basis for an on-going period;may elect to be converted to a continuing employee.
- (b) Within four (4) weeks of a casual employee qualifying to convert to continuing employment, the employer shall advise such employee of the employee's right to convert to continuing employment.
- (c) If the employer does not notify an employee of their right to convert to continuing employment, that employee may make application to the employer to be converted to become a full-time or part-time employee. In such case the employer must accept or reject the application in writing (stating reasons) within four (4) weeks of the application being made.
- (d) A casual employee may continue as a casual employee beyond twelve (12) months employment if the employee genuinely chooses to remain as a casual employee.
- (e) In matters of dispute concerning this clause the grievance/disputes procedure (clause 3.2) shall have application.

4.5 Trainees

A trainee shall be subject to the provisions of this Agreement. The wage level shall be paid at 75% of Level 1, for the period of their traineeship, in accordance with Appendix A, IEUA-QNT Clerical Employees Wage Rates. Superannuation clauses 5.11.1, 5.11.3 and 5.11.4 shall not apply.

4.6 Anti-Discrimination

- 4.6.1 It is the intention to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *Act* as amended from time to time, which includes 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.
- 4.6.2 Accordingly in fulfilling the obligations under the grievance and disputes settling procedure in clause 3.2, reasonable steps must be taken to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.6.3 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.
- 4.6.4 Nothing in clause 4.6 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*; and
- (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Queensland Human Rights Commission.

4.7 Termination of Employment

4.7.1 Statement of employment

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

4.7.2 Termination of employment

- (a) The required period of notice of termination that both the employer and employee, who is at least 18 years of age, must give to the other is in accordance with this clause.

- (i) Notice of termination will be provided in accordance with the following:

Period of Continuous Service	Notice Period (Weeks)
Less than 3 years' service	2
3 – 5 years' service	3
More than 5 years' service	4

- (ii) Staff who are over 45 years of age at the time the employer gives notices and who have more than two years of service with the employer will be entitled to an additional week of notice to that provided in the clause.
- (iii) This clause does not apply to an employee engaged on a casual basis.
- (iv) If an employee fails to provide the minimum period of notice in accordance with this clause the employer may withhold wages due to the employee an amount equal to no more than one week of wages.
- (v) The required notice period may be shortened by mutual agreement.

- (b) Where the required notice is not given by the employer, wages in lieu of notice shall be paid.

4.7.3 Time off during notice period

During the period of notice of termination given by the employer, an employee shall be allowed up to one (1) 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.

4.8 Introduction of Changes - Obligation to Consult

4.8.1 Consultation term

This clause applies if:

- (a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise and is likely to have a significant effect on employees; or
- (b) propose or introduce change to the regular roster or ordinary hours of work of employees.

4.8.2 Major change:

- (a) The employer must notify the relevant employees of the decision to introduce the major change.
- (b) The employer shall then undertake a process of discussion regarding the major change as set out in sub-clause (d).
- (c) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (d) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative;
 - (iii) the employer must recognise the representative.
- (e) As soon as practicable after making its decision, the employer must:
 - (i) discuss with the relevant employees:
 - (A) the introduction of the change; and
 - (B) the effect the change is likely to have on the employees; and
 - (C) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (ii) for the purposes of the discussion provide, in writing, to the relevant employees:
 - (A) all relevant information about the change including the nature of the change proposed; ~~and~~
 - (B) information about the expected effects of the change on the employees; and
 - (C) any other matters likely to affect the employees.

- (f) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (g) The employer must give prompt and genuine consideration to the matters raised about the major change by the relevant employees.
- (h) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses 4.8.2(a), (b) and (d) are taken not to apply.
- (i) In this clause, a major change is likely to have a significant effect on employees if it results in:
 - (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or (vii) the restructuring of jobs.

4.8.3 Change to regular roster or ordinary hours of work

- (a) For a change referred to in clause 4.8.1(b):
 - (i) the employer must notify the relevant employees of the proposed change; and
 - (ii) clauses 4.8.3(b) to 4.8.3(f).
- (b) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (c) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative,the employer must recognise the representative.
- (d) As soon as practicable after proposing to introduce the change, the employer must:
 - (i) discuss with the relevant employees the introduction of the change; and
 - (ii) for the purposes of the discussion – provide to the relevant employees:
 - (A) all relevant information about the change, including the nature of the change; and

- (B) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (C) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (iii) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (e) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (f) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees. In making a final decision on the major change the employer shall give consideration to the matters raised by the relevant employees about the major change.
- (g) In this term, **relevant employees** means the employees who may be affected by the major change.

4.9 Redundancy

4.9.1 Discussions before termination:

- (a) Where the 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 4.9.1, 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 employees normally employed and the period over which the terminations are likely to be carried out; the employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interests.

4.9.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in clause 4.9.1, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to, pursuant to clause 4.7.2, 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. In the event the employee does not accept transfer to lower paid duties the redundancy entitlements under this clause shall apply.

4.9.3 Time off during notice period

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.9.1, the employee shall be allowed up to one (1) day as 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 (1) 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.

4.9.4 Notice to Centrelink

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.9.1 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.

4.9.5 Severance pay

In cases of genuine redundancy the employee shall be entitled to be paid:

- (a) all annual leave entitlements together with a 17.5% loading;
- (b) pro rata long service leave is to be paid consistent with clause 7.3.3 of this Agreement. Such pro rata long service leave will equate to one point three (1.3) weeks per year for each year of service;
- (c) a redundancy payment will be made according to following schedule:

Period of continuous service	Severance Pay (weeks' pay)
Less than 1 year	1
1 years 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	9
More than 5 years but not more than 6 years	11
More than 6 years but not more than 7 years	13

Period of continuous service	Severance Pay (weeks' pay)
More than 7 years but not more than 8 years	15
More than 8 years but not more than 9 years	17
More than 9 years but not more than 10 years	19
More than 10 years but not more than 11 years	24
More than 11 years but not more than 12 years	29
More than 12 years	33

- (d) four (4) weeks' pay in lieu of notice. No leave accrual will apply where the employee is paid in lieu of notice; and
- (e) any public holiday falling within the period of notional leave, will be in addition to the entitlement at clause (c) and (d) above.

4.9.6 Employee leaving during notice

An employee, whose employment is terminated for reasons set out in clause 4.9.1 may terminate such employment during the period of notice specified in clause 4.7.2, and, if so, shall be entitled to the same benefits and payments under clause 4.9 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.

4.9.7 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.

4.9.8 Employees exempted

Clause 4.9 shall not apply:

- (a) where employment is terminated as a consequence of serious 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.

4.10 Early Retirement Scheme

The employer shall on a regular basis give consideration to making application to the Australian Taxation Office for approval to offer an Early Retirement Scheme (ERS). The terms and conditions of the proposed ERS application shall be subject to negotiation with employees and approval of the Australian Taxation Office.

4.11 Positions Vacant within IEUA-QNT

4.11.1 All positions becoming vacant or within IEUA-QNT covered by this Agreement for a fixed term vacancy lasting at least three (3) months or more, shall be advertised to continuing employees. Staff promotion/advancement is encouraged.

- (a) At the end of the fixed term vacancy the employee shall be guaranteed placement at his/her previous salary classification.
- (b) Employees may apply to the Branch Secretary to gain experience in other positions within their classification level of appointment, where practical.

4.11.2 Advertising New Positions Vacant

New positions with IEUA-QNT, covered by this Agreement, shall be advertised to existing employees (continuing, fixed term, casual) at the same time as any external advertising or recruitment.

4.12 Job Share

4.12.1 For employees entering into a job share arrangement, the following provisions apply:

- (a) An employee in a full time continuing position may request that the position be subject to Job Share.
- (b) The designation of a Job Share position shall be at the discretion of the employer.
- (c) A position subject to Job Share shall be determined by the employer as fixed term or continuing provided that an existing continuing employee shall not lose continuing employment status.
- (d) Employees subject to the Job Share arrangement shall be entitled to pro rata benefits as provided in this Agreement.
- (e) If a participating employee is unable to attend for duty because of sickness the other participant may be offered the days(s) work by the employer. If the offer is accepted by the employee, the employee can request from the Branch Secretary be paid as a casual employee as prescribed by clause 4.4 of this Agreement, for the relevant period or paid in accordance with clause 4.12.1(g). Approval of such payment shall be at the discretion of the Branch Secretary.
- (f) Should either participating employee leave the employment of the employer, the remaining employee shall be offered the balance of the employment. If this offer is not accepted by the remaining participant the balance of the position shall be advertised. If the Job Share position cannot be filled by the employer, then two part time positions shall be created.

- (g) The wages paid to an individual Job Share participant shall be in accordance with the classification and wage provisions of this Agreement and the proportion of a full time rate shall be determined by the proportional division of the position.

4.13 Relief Staff

- 4.13.1 In the event of an employee being absent for any reason for a period in excess of three (3) working days and if deemed necessary after consultation by the Branch Secretary, a person shall be employed on a casual basis for the remainder of the absence.
- 4.13.2 In the event of an employee being absent for a period in excess of three (3) working days and it is deemed necessary by the Branch Secretary after consultation to appoint an existing employee to a position of higher level, then that temporary position shall be paid at the base rate of the higher level.

4.14 Unsatisfactory Work Performance

The following procedure is to be adopted where unsatisfactory work performance by an employee is identified by the employer.

4.14.1 STEP 1

- (a) Where unsatisfactory work performance is identified and warrants improvement, the employee will be advised in writing that a meeting to discuss unsatisfactory work performance issues will be held.
- (b) At that meeting the employee will be counselled by a designated team leader/HR Officer with the full knowledge of the Branch Secretary. The counselling will identify the issues to be addressed and will identify how the unsatisfactory work performance issue should be addressed. Assistance will be given to the employee to address the identified work performance issue(s).
- (c) The employee will have the option of having a union or other representative present at the meeting.
- (d) A record of this meeting will be made stating the issue(s) and the time and date of review for improved performance and the outcomes which are sought. A copy of this record will be given to the employee. If the employee disagrees with the issue(s) that are identified, the employee shall advise the employer in writing setting out the matters about which the employee disagrees.

4.14.2 STEP 2

- (a) A further meeting shall be held with the employee on the review date with the designated team leader/HR Officer. The meeting shall be held with the full knowledge of the Branch Secretary and the Branch Secretary may attend at their discretion.
- (b) The meeting is a further counselling session and shall review the status of the identified matters to be addressed and if necessary, identify the areas where improvement is still required.

- (c) Where it is identified that there is a need for improvement on any issue(s), the issue(s) to be addressed shall be stated and the employee shall be advised how the unsatisfactory work performance should be addressed.
- (d) A record of this meeting will be made stating the issue(s) and the time and date of review for improved performance and restate the outcomes which are sought. A copy of this record will be given to the employee. If the employee disagrees with the issue(s) that are identified, the employee shall advise the employer in writing setting out the matters about which the employee disagrees.
- (e) Assistance will be given to the employee to address the outstanding issue(s).
- (f) The employee will have the option of having a union or other representative to be present at this meeting.

4.14.3 STEP 3

- (a) A further meeting shall be held with the employee on the review date with the designated team leader/HR Officer. The meeting shall be held with the full knowledge of the Branch Secretary and the Branch Secretary shall attend.
- (b) The meeting shall review the status of the identified matters which were to be addressed and if relevant, identify the areas where improvement has not occurred to meet satisfactorily the outcomes sought.
- (c) If there is no improvement in the terms identified in the previous meeting at this review date, the employer may issue a written first warning to the employee in the presence of a union or other representative. The first warning shall list the matter(s) which remains unresolved and specify the date by which the matter(s) must be resolved by the employee.
- (d) Assistance will be given to the employee to address the outstanding issue(s).
- (e) If the employee disagrees with the matter(s) that are identified, the employee shall advise the employer in writing setting out the matters about which the employee disagrees.

4.14.4 STEP 4

- (a) A further meeting shall be held with the employee on the review date with the Branch Secretary. The Branch Secretary may have the designated team leader/HR Officer in attendance.
- (b) The employee will have the option of having a union or other representative present at the meeting.
- (c) If there has not been improvement in the matter(s) identified in the previous meeting at this review date a second written warning may be issued in the presence of a union or other representative. The second warning shall list the matter(s) which remains

unresolved and if determined by the employer, specify the date by which the matter(s) must be resolved by the employee.

- (d) If the employee disagrees with the matter(s) that are identified, a further discussion will take place between the employee, a union or other representative and the employer in attempting to resolve the matter(s).
- (e) This further meeting for review shall be scheduled for a date no less than seven (7) working days following the issuing of the second warning.

4.14.5 STEP 5

- (a) A further meeting shall be held with the employee with the Branch Secretary on the review date. The Branch Secretary may have the designated team leader/HR Officer in attendance.
- (b) The employee will have the option of having a union or other representative present at the meeting.
- (c) At this meeting the employer shall give consideration to:
 - (i) the status of the matters which were to be addressed and the outcomes sought;
 - (ii) the nature of the assistance provided to the employee;
 - (iii) the seriousness of any matters which remain unaddressed.
- (d) If the employer forms the reasonable view that, notwithstanding the nature of the assistance provided, the employee has not addressed the matter(s) satisfactorily in the terms of identified outcomes, the employer may make a formal request for the employee to advise in writing within seven (7) calendar days as to the reasons why the matter(s) has not been addressed satisfactorily.
- (e) The employer shall give consideration to the employee's written responses and may either:
 - (i) take no further action; or
 - (ii) issue a formal reprimand to the employee; or
 - (iii) determine other appropriate action; or
 - (iv) issue a notice of dismissal to the employee.
- (f) The employer shall provide its formal determination with the employee in writing and provide the advice at a meeting with the employee.
- (g) The employee will have the option of having a union or other representative present at this meeting.
- (h) If the employee, disagrees with the employer's determination, the employee may refer the matter to the FWC.

4.16.6 General

If the issue(s) has been satisfactorily addressed at any step of the above process, with mutual agreement, the matter(s) will be deemed resolved.

4.15 Job Security

Changes to work practices and productivity initiatives must be consistent with the operation of the employer. Further it is acknowledged that employees are a critical element in the improvement of quality service delivery. Arbitrary job reductions will not be pursued to secure the ongoing improvements in productivity and efficiency sought.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Classification Levels

5.1.1 Classification levels and characteristics

- (a) Classification or re-classification of a position into one of the classification levels by the employer shall be achieved by reference to the classification criteria set in Appendix B to this Agreement. The classification criteria refer to the characteristics and non-exhaustive typical duties/skills to provide a guide to determining the classification level of a position.
- (b) In classifying/re-classifying a position consideration shall be given to the level of initiative, responsibility/accountability, competency and skill that the position requires within the parameters of the position characteristics and not the duties per se.
- (c) A position shall be classified in accordance with the classification levels and characteristics detailed in Appendix B.

5.1.2 Enhanced Payment Levels

- (a) Employees shall be paid according to the classification and step under which they are employed and shall progress according to the provisions of clause 5.5.
- (b) Where significant and on-going responsibilities of an aspect of an employee's work can be identified within a Level 3 position description which are more consistent with Level 4 descriptors, then an appointment to the Level 3 position will commence at Level 3 Step 2 (on a first appointment) and progress to Level 4 Step 2.

5.2 Wage Rates

Wages shall be paid to employees in accordance with the schedule attached as Appendix A to this Agreement.

5.3 Wage Increases

5.3.1 This Agreement provides for the following wage increases implemented as follows:

- (a) A wage and allowance increase of 4% of the applicable salary or wage rates shall be paid from 29 April 2024.
- (b) A wage and allowance increase of 4% of the applicable salary or wage rates shall be paid from the 28 April 2025.
- (c) A wage and allowance increase of 3% of the applicable salary or wage rates shall be paid from the 27 April 2026.

5.4 Cost of Living Payment

5.4.1 This Agreement provides for the following cost-of-living payments implemented as follows:

- (a) A cost-of-living payment equivalent to a calculation of 3% of the annual wage rates at 1 May 2023. The payment will be made in the first full pay period following a successful ballot of this agreement.
- (b) A cost-of-living payment, if applicable in Queensland Catholic schools as determined in the approved collective agreement, equivalent to a calculation of the percentage of the annual wage rates at 1 May 2024. The payment, if applicable, will be made on 12 September 2024.
- (c) A cost-of-living payment, if applicable in Queensland Catholic schools as determined in the approved collective agreement, equivalent to a calculation of the percentage of the annual wage rates at 1 May 2025. The payment, if applicable, will be made on 11 September 2025.

5.5 Higher Duties Payment

5.5.1 An employee who is required and directed by the employer to perform the duties of a position with a higher classification for a period in excess of two (2) days shall receive a higher duties allowance.

5.5.2 The level of the allowance to be paid to the employee undertaking the higher duties will be paid to Step 1 of the level that is reflective of the duties and responsibilities undertaken.

5.5.3 The anniversary date of an employee receiving a higher duties payment shall remain the anniversary date for the lower classification position. Advancement shall only be in the classification level of the lower classification position.

5.5.4 In the event an employee undertakes higher duties continuously for at least one year, then the employee shall (subject to clause 5.5) advance within the classification level of the higher classification position.

5.5.5 The higher duties allowance shall be paid from the point at which the employee begins undertaking higher duties until such time as the duties are no longer undertaken. At a point where the higher duties are no longer undertaken, the employee shall resume remuneration at

the employee's substantive classified level; the years of service at the higher duties shall be recognised in determining the payment step within the substantive classification level. The employee's anniversary date for incremental purposes shall be amended appropriately.

5.6 Process of Advancement

5.6.1 A full-time employee shall be appointed to the next step in the classification level of the position to which the employee has been appointed on their anniversary date of appointment on the basis that the employee has an active and current Achievement and Development Plan in place, including a Continuing Professional Development Plan and has identified and participated in Continuing Professional Development that is consistent with their agreed goals and objectives.

5.6.2 A part-time employees shall progress to the next step in the classification level of the position to which the employee has been appointed after completing 1,600 hours. For employees who complete 1,600 hours in less than one calendar year, they shall progress as per clause 5.5 (a) on the basis that the employee has an active and current Achievement and Development Plan in place, including a Continuing Professional Development Plan and has identified and participated in Continuing Professional Development that is consistent with their agreed goals and objectives.

(a) Advancement will be withheld to the date when an employee demonstrates the applicable provisions of (a) above are being met.

(b) Should an Achievement and Development plan and an accompanying Continuing Professional Development Plan not be in place, despite the employee's reasonable endeavours over a reasonable period of time, appointment to the next classification step will not be withheld and the employee shall progress on the employee's anniversary date.

5.7 Continuing Professional Development

5.7.1 The importance of continuing professional development (CPD) is recognised by the employer. Accordingly, there is a commitment to:

(a) developing a more highly skilled and flexible workforce;

(b) providing employees with career opportunities through appropriate professional development to acquire additional skills required by the employer and for the employee's career development; and

(c) removing barriers to the utilisation of skills acquired.

5.7.2 Individuals will be proactive in their continuing professional development by identifying and participating in relevant activities.

5.7.3 The continuing professional development to be undertaken shall be determined as part of the employee's Achievement and Development Plan and Continuing Professional Development Plan.

5.7.4 Professional development shall be considered that takes into account:

- (a) activities that support the employee's ADP and CPD plan;
- (b) courses or programs directly connected with the employee's current or future roles and duties; and
- (c) on-the-job training.

5.7.5 Approval of an employee's request for continuing professional development participation will be based on a Team Leader recommendation and approved by the Branch Secretary or their delegate.

5.7.6 On completion of any course or program undertaken, the employee is required to make a presentation at an appropriate time on key learnings and benefits to them as an individual, their role, the team and the broader organisation.

5.8 Payment of Wages

5.8.1 Method of payment

Wages shall be paid fortnightly, by Electronic Funds Transfer. Payment shall be on a Friday. Where the agreed day is a holiday, the preceding business day shall be the payday.

5.8.2 Payment of annual leave and annual leave loading

- (a) The salary due to the employee for the whole period of annual leave, taken from time to time, shall be paid to the employee in the normal fortnightly cycle of payment provided that the employee may make application to the Branch Secretary to have the amount, including leave loading, paid prior to the commencement of such leave in special circumstances.
- (b) In respect of annual leave entitlements to which this clause applies, annual leave pay (including any proportionate payments) shall be calculated as follows:
 - (i) the employee's ordinary wage rate for the period of the annual leave; plus
 - (ii) a further amount calculated at the rate of seventeen and one half per cent (17.5%) of the amount referred to in (i).

5.9 Income Protection

5.9.1 The employer will make a contribution on a quarterly basis into an employee's industry fund in consideration of the premium for Death, Total and Permanent Disability and Income Protection insurance.

5.9.2 The level of contribution will be determined by the employer having given consideration to the design and features of the insurance provisions in the NGS Super Fund.

5.9.3 A review of these arrangements will occur no later than June 2024.

5.9.4 In the event the employee has insufficient sick leave to fund the waiting period for income protection cover the employee may make use of other leave entitlements on written request.

5.10 Allowances

5.10.1 Motor vehicle allowance

If an employee is required by the employer to use the employee’s own motor vehicle on employer business, the employee shall be paid a kilometrage rate as defined by the Australian Taxation Office.

5.10.2 Reimbursement of expenses

- (a) Employees shall be reimbursed for legitimate expenses incurred in the course of duties authorised by the Branch Secretary.
- (b) Employees transferred at the request of the employer or travelling under the employer’s instructions shall be deemed to be working while they are travelling during ordinary hours of duty.

5.11 Superannuation

5.11.1 Definitions

“Ordinary time earnings” means the actual ordinary rate of pay the employee receives for ordinary hours of work including all allowances and loadings, including those applying to casual work, weekend and holiday work, and travel.

5.11.2 IEUA-QNT shall contribute from 5 February 2024 an amount equal to 12.75% of the employee’s wage before salary sacrifice is deducted and the amount required to be paid by the employer under the *Superannuation Guarantee Charge Act 1992* and the *Superannuation Guarantee (Administration) Act 1992* to an approved occupational superannuation scheme or where the ATO does not advise of a “stapled superannuation fund”, contributions on their behalf will be made to NGS Super or its successor, as the default fund.

5.11.3 Superannuation contributions shall be also paid on behalf of an employee for each approved application of parental leave for the entire period (up to a maximum of one year) of the employee’s unpaid parental leave.

5.11.4 In addition to the amount required to be contributed by the employer pursuant to clause 5.10.2 hereof, the employer shall, in the event of the employee contributing voluntarily, an amount of the employee’s wage to an approved scheme, pay an amount equivalent to the percentage of the employee’s wage as follows:

Minimum Employee Contribution (%)	Employer Contribution (%)
1	1.25
2	2.25

5.11.5 An employee may elect to contribute more than the minimum amount of 2%.

5.12 Salary Sacrificing into Superannuation Funds

5.12.1 Employees are permitted to elect to salary sacrifice their ordinary time earnings into the approved superannuation fund. Where the employer and individual employee agree an additional contribution may be made of the employee's ordinary time earnings into a complying superannuation fund. Where such an agreement is reached, the employee's wage shall be reduced by an amount equivalent to the additional superannuation contribution. This provision is subject to the following provisos:

- (a) the fund shall comply with the provisions of the *Superannuation Industry (Supervision) Act 1993*;
- (b) funds shall be limited to those established by the employer to meet the requirements of legislation;
- (c) the contribution is expressed as a flat dollar amount of ordinary time earnings or percentage of ordinary time earnings;
- (d) such salary packaging arrangement shall be made available to all employees with the exception of casual employees;
- (e) arrangements as set out in this clause shall be at the employee's request;
- (f) the terms of the arrangement shall be committed to writing and signed by the employer and the employee;
- (g) a copy of the signed Agreement shall be held by the employer and a copy provided to the employee;
- (h) this arrangement may only be altered once per annum, except in cases where evidence can be provided that changes in taxation or other legislation makes it less favourable economically for the employee to continue with this arrangement; and
- (i) the employer shall apply a Total Employment Cost (TEC) approach to make payments under the Salary Sacrificing Agreement.
- (j) The employee's TEC will be the sum of the base wage, leave loadings, locality allowances where they apply and superannuation contributions being met by the employer.

5.12.2 Salary sacrifice deductions will be made during a period of paid leave and the employee will receive the rate of pay specified under this Agreement less the salary sacrifice deduction.

5.12.3 Calculation of salary for the purpose of leave accruals and other payments due on termination of employment shall be calculated on a rate of pay which includes the salary sacrifice contributions.

- 5.12.4 Employees are permitted to salary sacrifice, upon termination, accrued leave entitlements into the approved superannuation fund subject to agreement with the employer.
- 5.12.5 An employee on approved income protection insurance will be entitled to continued employer co-contribution to superannuation under Clause 5.10.4 for a period of up to 12 months on the following basis:
- (a) the employee received the statutory Superannuation Guarantee Charge (SGC) from the income protection insurer and payment of the amount from the employer under Clause 5.10.2 is suspended.
 - (b) the employer makes no additional payment to the superannuation fund towards the employee's insurance premium.
 - (c) the employee makes the relevant co-contribution payment under Clause 5.10.4; and
 - (d) the continued employer co-contribution to an employee's superannuation ceases on the date an employee commences any return-to-work arrangement and once ceased (within the 12 month period) the employer co-contribution does not recommence.

5.13 Salary Sacrificing

- 5.13.1 Salary sacrificing arrangements may be made between each employee and the employer by mutual agreement.
- 5.13.2 Where such an agreement is reached the employee's salary shall be reduced by an amount equivalent to the designated contributions made by the employer on the employee's behalf plus any relevant tax liability incurred by the employer:
- (a) costs of administration shall be met by the employee;
 - (b) the costs of administration of salary sacrificing for the purposes of superannuation only shall be met by the employer;
 - (c) such an arrangement may only be altered once per annum; and
 - (d) the employer reserves the right to outsource the administration of the arrangements.

5.14 Salary Sacrifice of Unusual Payments

- 5.14.1 Employees are permitted to salary sacrifice any extraordinary payments including untaken annual leave and untaken long service leave to the employee into the approved superannuation fund subject to agreement with the employer.
- 5.14.2 The terms of the arrangement shall be committed in writing and signed by the employer and employee. A copy of the signed Agreement shall be held by the employer and a copy provided to the employee.

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

6.1 Hours of Work

- 6.1.1 Employees work a thirty-six hours fifteen (15) minute week – comprising five (5), seven (7) hour fifteen (15) minute days.
- 6.1.2 Spread of hours are to be from 7.50 a.m. to 5.30 p.m. Monday to Friday.
- 6.1.3 Standard hours are between 8.00 a.m. and 5.00 p.m.
 - (a) At least one employee must be present during the standard hours, unless otherwise approved by the Branch Secretary.
 - (b) Any work required outside of the employee's standard hours shall be paid as overtime and subject to the provisions of clause 6.5 of this Agreement.

6.2 Clerical Leave Days (CLD)

- 6.2.1 All continuing and fixed term employees who work thirty-six hours fifteen (15) per week shall be entitled to access nine (9) CLDs per annum.
- 6.2.2 A continuing and fixed term part-time employee (including Job Share) shall have access to CLDs on a pro-rata basis.
- 6.2.3 A CLD is provided on the basis of a day being accessible every 5.7 weeks for a fulltime employee and as prorated for a part-time employee.
- 6.2.4 A CLD may be taken as a full day or for part times thereof.
- 6.2.5 If an employee is required to work at a time that was approved as a CLD, the employee may take the CLD, at a mutually convenient time, as close as practicable to the originally scheduled CLD.
- 6.2.6 No more than two (2) CLDs or time off in lieu days (clause 6.6) shall be taken in any fortnight.
- 6.2.7 Clerical Leave Days may be attached to weekends with the proviso that a maximum of four days (including Saturday and Sunday and any public holiday) are taken at any one time.
- 6.2.8 A maximum of two (2) Clerical Leave Days may be taken at any one time.
- 6.2.9 CLDs may not be attached to periods of Annual Leave.
- 6.2.10 At least two days notification is to be given to the Branch Secretary to access a CLD (except in circumstances of emergency).
- 6.2.11 All CLD arrangements are subject to approval by the Branch Secretary.

- 6.2.12 During school vacation periods (as designated in either QLD or NT Catholic systemic schools as relevant), a clerical officer may take up to three (3) CLDs at any one time and these may be attached to a weekend. Sub-clause 6.2.9 (above) still applies.

6.3 Meal Breaks

- 6.3.1 All employees are provided with a meal break of one hour between 12.00 noon and 2.00 p.m. Any short term variation to an employee's spread of hours, which may vary the time taken for a meal break, is to be approved by the Branch Secretary.

- 6.3.2 An employee by mutual agreement may elect to have a lunch break of 45 minutes provided that:

- (a) The arrangement shall not be altered for an agreed period; and
- (b) The relevant start or finish time is adjusted to maintain staffing arrangements across the opening hours.

6.4 Rest Pauses

Two ten (10) minute paid breaks or one, twenty (20) minute paid break will be taken each day.

6.5 Overtime

- 6.5.1 Overtime shall be approved by the Branch Secretary.

- 6.5.2 Approval shall be sought in advance of working any overtime. Where overtime is required and approved, payment shall be made as follows:

- (a) Payment shall be made at the rate of time and a half for all time worked:
 - (i) for the first two (2) hours on any one day, Monday to Friday, before and/or after the employee's standard starting and finishing times as prescribed in clause 6.1.3;
 - (ii) for the first two (2) hours worked on a Saturday prior to 12.00 noon; and
 - (iii) employees called upon to work overtime on Saturday will be provided with a minimum of two (2) hours' work or payment therefore.
- (b) Payment shall be made at the rate of double time for all time worked:
 - (i) after the first two (2) hours;
 - (ii) on a Saturday after 12.00 noon or after the first two (2) hours; and
 - (iii) on Sunday, provided that if employees are called upon to work on Sunday they shall be provided with a minimum of two (2) hours' work or payment therefore.
- (c) Payment shall be made at the rate of double time and one half for all work performed on public holidays with the exception of Christmas Day and Good Friday.

(d) Payment shall be made at the rate of triple time for all time worked on Christmas Day or Good Friday.

6.5.3 If employees are required to continue work after 6.00 p.m. Monday to Friday or after 12.00 noon Saturday, Sunday or any public holiday, then reimbursement of a meal cost will be made by IEUAQNT, in addition to overtime pay, if no meal is provided. If overtime continues for a further four (4) hours beyond 6.00 p.m. Monday to Friday, and 6.00 p.m. Saturday, Sunday and public holidays, then reimbursement of a further meal cost will be made by IEUA-QNT, if no meal is provided. Reimbursement under this provision shall be made subject to the production of a receipt and shall be limited to thirty five dollars (\$35.00) per claim.

6.5.4 When overtime work is necessary it shall wherever reasonably practicable, be so arranged that the employee has at least ten consecutive hours off duty between the work of successive days.

6.5.5 An employee, other than a casual employee, who works an amount of overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day such that the employees has not had at least ten (10) consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until the employee has had ten (10) consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence.

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

6.5.7 Employees who are required to work until after 6.00 p.m. Monday to Friday, shall be entitled to have taxi fares paid by the employer for homeward journeys.

6.5.8 Employees who are required to work on Saturday after 12.00 noon or any time on Sunday or a Public Holiday, shall have taxi fares paid by the employer for workward and homeward journeys.

6.6 Time Off in Lieu (TOIL)

6.6.1 A system of time off in lieu shall operate.

6.6.2 Accrual of time off in lieu shall occur via approved work undertaken outside the employee's standard hours. Time off in lieu shall be accumulated at overtime rates.

6.6.3 A maximum of fourteen (14) hours of time off in lieu may be accumulated. Time off in lieu may be accumulated in excess of fourteen (14) hours at the discretion of the Branch Secretary.

- 6.6.4 By mutual agreement with the Branch Secretary, an employee in the Membership Department may request to work, during the period 1 December to 28 February, an additional three (3) hours per week, Monday to Friday with a maximum of two (2) additional hours on any one day. The three (3) hours worked shall accumulate 4.5 hours of TOIL as per the overtime clause. The employee can request to have up to fourteen (14) hours of the TOIL accumulated during the period (1 December- 28 February) paid out, with the balance of the leave taken in accordance with this clause.
- 6.6.5 Time off in lieu may be taken as a full day or for part times thereof.
- 6.6.6 At least two days notification is to be given to the Branch Secretary to access a Time Off in Lieu Day (except in circumstances of emergency).
- 6.6.7 If an employee is required to work at a time that was approved as time off in lieu, the employee may take the time off in lieu, at a mutually convenient time, as close as practicable to the originally scheduled time off in lieu.
- 6.6.8 No more than two (2) days' time off in lieu or clerical leave days (clause 6.2) shall be taken in any fortnight.
- 6.6.9 Time off in lieu which has been accrued must be taken within twelve (12) weeks or the accrual is paid at the employee's ordinary hourly rate. This requirement may be varied by mutual agreement between the employee and the Branch Secretary. In the case of a Membership employee accumulating TOIL during the designated period under 6.6.3, the leave must be taken within six (6) months.
- 6.6.10 All time off in lieu arrangements are subject to approval by the Branch Secretary.
- (a) The employer and employees agree to regularly review time off in lieu arrangements to ensure that the employer's organisational needs are being met.
 - (b) The time off in lieu arrangements when reviewed shall be subject to consultation with employees and shall be documented.
 - (c) The review of time off in lieu arrangements shall be conducted by the Joint Working Party provided that a formal review is undertaken at least once per year.

6.7 Governing Council Meetings

- 6.7.1 Employees may be required for governing Council meetings held on Saturdays and/or Sundays. The requirements are for one (1) minute taker.
- 6.7.2 The employee may request either payment at the appropriate rate for that day or a payment of single time and the accrual of time off in lieu for the balance at the appropriate rate for that day. The arrangement shall be subject to approval by the Branch Secretary.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual Leave

- 7.1.1 Employees, other than casual employees, shall be entitled to four (4) weeks' (20 days) annual leave, exclusive of public holidays. Annual leave accrues progressively through the year and from year to year.
- 7.1.2 A maximum accrual of eight (8) weeks annual leave shall be accrued. Employees will be required to take leave within six (6) months of maximum accrual being reached.
- 7.1.3 Paid annual leave may be taken for a period agreed between an employee and the employer.
- 7.1.4 The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.
- 7.1.5 If the period during which the employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave and unpaid community service leave), the employee is taken not to be on paid annual leave for the period of that other leave or absence.
- 7.1.6 Satisfactory evidence
- (a) If an employee who becomes ill after commencing annual leave accesses sick leave, an application will be given to the Branch Secretary which is supported by evidence that would satisfy a reasonable person for in excess of three (3) consecutive working days.
 - (b) If an employee accesses sick leave for periods less than three (3) consecutive working days the employee must, if required by the Branch Secretary, provide evidence that would satisfy a reasonable person.
- 7.1.7 An employee may request to have up to two (2) weeks accrued annual leave cashed out each calendar year. The employee's remaining accrued entitlement to paid annual leave shall not be less than four (4) weeks and the employee must have scheduled a minimum of two weeks of annual leave in the same calendar year.
- (a) Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Branch Secretary and the employee.
 - (b) The employee must be paid the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
 - (c) Superannuation is to be paid on cashed out annual leave.
 - (d) Annual Leave which is cashed out shall not accrue:
 - (i) annual leave
 - (ii) long service leave
 - (iii) personal/carer's leave.

- (e) Additional weeks of annual leave may be cashed out by mutual agreement with the Branch Secretary

7.1.8 Subject to the approval of the Branch Secretary an employee may request:

- (a) An employee may request to have an additional one week of annual leave per year and shall in this instance receive a reduced wage payment per fortnight. Such additional leave purchased shall be taken in school vacation time in that calendar year and cannot be accrued; or
- (b) An employee with designated family responsibilities may request to have an additional two weeks of annual leave per year and shall in this instance receive a reduced wage payment each fortnight throughout the year. Such additional leave purchased shall be taken in school vacation time in that calendar year and cannot be accrued.

7.2 Personal/Carer's and Compassionate Leave

7.2.1 Personal/Carer's Leave

- (a) Overview
 - (i) An employee may take paid personal/carer's leave if the leave is taken because the employee is not fit for work because of an illness, or injury, affecting the employee subject to the provisions of clause 7.2.1(b)(ii).
 - (ii) In the event of personal/carer's leave being exhausted an employee may be able to access leave through unpaid leave or other types of leave. Any such request will be based on the particular circumstances and will be applied for and considered in accordance with the relevant provisions for such leave. Any leave will be at the discretion of the Branch Secretary.
- (b) Entitlement
 - (i) Employees shall be entitled to fifteen (15) days personal/carer's leave on full pay for each year of service.
 - (ii) To complement this provision, an income protection arrangement is provided in accordance with the provisions of clause 5.8.
 - (iii) Personal/carer's leave is accrues progressively through the year and accumulates from year to year.
 - (iv) Personal/carer's leave may be accessed as a full day or part days.
- (c) Accumulated personal/carer's leave

An employee's accumulated personal/carer's leave entitlements are preserved when the:

 - (i) employee is absent from work on unpaid leave granted by the employer; and

- (ii) employer or employee terminates the employee's employment and the employee is re-employed within three (3) months.
- (d) An employee may access up to five (5) days per annum of the personal/carer's leave accrual for health treatment including preventative treatment.
- (e) Administration
 - (i) For the purposes of accessing leave under this clause (clause 7.2.1), an employee must:
 - (A) give notice as soon as soon as practicable (which may be a time after the leave has started); and
 - (B) advise the employer of the period, or expected period, of the leave.
 - (ii) On any day that an employee accesses personal/carer's leave, the number of hours that the employee was rostered to work for that day will be the number of hours deducted from the employee's personal/carer's leave accrual.
- (f) Satisfactory evidence
 - (i) Satisfactory evidence of sickness may be required by the employer after three (3) consecutive days of personal/carer's leave.
 - (ii) Evidence that would satisfy a reasonable person:
 - (A) if it is reasonably practicable to do so a medical certificate from a registered health practitioner;
 - (B) if it is not reasonably practicable for the employee to give the employer a medical certificate, a statutory declaration made by the employee.
- (g) The required document must include a statement to the effect that the employee was, is, or will be unfit for work during the period because of a personal illness or injury.
- (h) No payment shall be made upon cessation of employment in respect of accumulated personal/carer's leave not taken.

7.2.2 Compassionate Leave/Special Responsibility Leave

(a) Compassionate Leave

An employee is entitled to two (2) days compassionate leave, this leave will not be deducted from personal/carer's leave, for each occasion when a member of the employee's immediate family, or a member of the employee's household:

- (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (ii) sustains a personal injury that poses a serious threat to his or her life; or

- (iii) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
 - (iv) the employee, or the employee's spouse or de facto partner, has a miscarriage.
- (b) This leave will be taken in accordance with the provisions of the *Act*.
- (c) The provisions of the *Act* as amended from time to time shall apply in regard to Compassionate Leave.
- (d) Special Responsibility Leave

Further to paragraphs (a) to (c), the following leave is provided that shall be taken as Special Responsibility Leave and deducted from accrued personal/carer's leave:

- (i) Special Responsibility Leave is leave that is taken to provide care or support to a member of the employee's immediate family, or a member of the employee's household (the person), who requires care or support because of:
 - (A) a personal illness, or personal injury, affecting the person; or
 - (B) an unexpected emergency affecting the person.
 - (ii) This leave shall be taken as Special Responsibility Leave and deducted from accrued sick leave.
 - (iii) Additional special responsibility leave may be accessed as leave without pay or other types of leave. Any request will be based on the particular circumstances and will be applied for and considered in accordance with the relevant provisions for such leave.
- (e) Satisfactory evidence
- (i) An employee who has given the employer notice of the taking of leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person.
 - (ii) Evidence that would satisfy a reasonable person:
 - (A) if it is reasonably practicable to do so a medical certificate from a registered health practitioner;
 - (B) if it is not reasonably practicable for the employee to give the employer a medical certificate, a statutory declaration made by the employee;

the required document must include a statement to the effect that the employee was, is, or will be unfit for work during the period because of a personal illness or injury.

7.2.3 Bereavement Leave

- (a) Employees shall be entitled to three (3) days bereavement leave with pay for each occasion on the death within Australia of a member of an employee's immediate family, or a member of the employee's household.
- (b) Employees shall be entitled to five (5) days bereavement leave with pay for each occasion on the death outside Australia of a member of an employee's immediate family, or a member of the employee's household.
- (c) Employees may be granted up to three (3) days bereavement leave with pay for each occasion on the death of a friend or a relative not herein defined.
- (d) The employee may be required to provide satisfactory evidence of such death.
- (e) *Immediate family* includes:
 - (i) 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
 - (ii) an adult child (including an adopted 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.

7.2.4 Personal Crisis Leave

(a) Definition

Personal Crisis Leave may be used for circumstances and should be granted to assist employees on compassionate grounds.

(b) Entitlement

- (i) An employee experiencing personal crisis, will have access to ten (10) days per year noncumulative of paid personal crisis leave in order to address matters including, but not limited to:
 - (A) attending medical and/or counselling appointments;
 - (B) sourcing alternative accommodation;
 - (C) attending legal proceedings;
 - (D) organising alternate care or education arrangements for their children;
 - (E) organising alternative care for their parents;
 - (F) rebuilding support networks; and
 - (G) other issues related to the personal crisis.
- (ii) This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and all reasonable requests will be approved.

- (iii) Employees experiencing a personal crisis can also access existing leave entitlements for the abovementioned purposes without the usual notice requirements.
- (iv) It is not mandatory for the employee to have exhausted other forms of paid leave prior to accessing personal crisis leave.
- (v) The employer will handle applications of this nature confidentially and with sensitivity.

(c) Measures

The employer will approve any reasonable request from an employee experiencing personal crisis for:

- (A) changes to their span of hours or pattern or hours and/or shift patterns;
- (B) changes to duties;
- (C) relocation to suitable employment within the workplace;
- (D) changes to communication and technological processes and/or access to avoid harassing contact (which may include telephone number, email address, website content and other technology-based forums or social media); and
- (E) a change to parking and/or transport arrangements.

(d) Supporting another person experiencing personal crisis

An employee who supports a person experiencing personal crisis may use their existing special responsibility leave (clause 7.2.2) to accompany the person on activities related to the personal crisis, or to mind the children of the person to enable them to undertake activities related to such significant matters.

7.3 Long Service Leave

7.3.1 Accumulation

Long Service Leave shall accumulate from the date of employment of the employee on the basis of 1.3 weeks per year of service.

7.3.2 Access

- (a) Employees are entitled to access their accrued long service leave after completing seven (7) years of continuous service. An employee is entitled to access subsequent leave, where that employee has an entitlement of four (4) weeks or more. All applications for leave will be in accordance with the provisions for taking of such leave.
- (b) The minimum period of leave that may be taken by an employee is normally four (4) weeks. In some clearly identified and demonstrated exceptional circumstances an application for a period less than four (4) weeks, but not less than one (1) week may be approved.

- (c) Except where provided in clause 7.3.2(b), an employee will make an application to take long service leave by giving at least twelve (12) weeks' notice prior to the commencement of the period of leave for which application is made.
- (d) Where the period of leave applied for is in accordance with clause 7.4.2(b) above the employee will provide the employer with notice as soon as practicable. Such notice will normally be provided not less than four (4) weeks prior to the proposed date for the commencement of the leave.
- (e) Any period of long service leave taken by an employee is exclusive of any public holiday(s).
- (f) The employer will consider the particular circumstances of applications for periods of leave without pay to be taken in conjunction with long service leave. Such applications will be considered in conjunction with existing guidelines for leave without pay (clauses 7.8 and 7.9).
- (g) An employee may access Long Service Leave at half pay for double the period of time. Where an employee accesses this leave at half pay the employee will accrue all leave entitlements on a pro rata basis.

7.3.3 Termination entitlement

- (a) On the cessation of employment of the employee after four (4) years of continuous service, there shall be paid to the employee or the employee's personal representative (as the case may be) the amount of salary due to the employee for accumulated long service leave at the wage rate paid to the employee immediately prior to cessation.
- (b) An employee whose service is terminated after one (1) year of continuous service but before the employee has completed four (4) years of continuous service is entitled to a proportionate payment if:
 - (i) the employee's service is terminated because of the employee's death; or
 - (ii) the employee terminates the service because of the employee's illness or incapacity; or a domestic or other pressing necessity; or
 - (iii) the termination is because the employer dismisses the employee for a reason other than the employee's conduct, capacity or performance; or unfairly dismisses the employee.

7.3.4 Re-credit of leave due to illness

- (a) Subject to other provisions in this Agreement concerning sick leave, an employee who becomes ill after commencing long service leave and who submits a sick leave application to the Branch Secretary which is supported by satisfactory evidence for in excess of three (3) consecutive working days shall have that leave credited/debited as sick leave provided that the employer is notified as soon as is practicable.
- (b) When an employee has a period of long service leave re-credited (as provided in clause 7.3.4(a)) the actual period of absence from work will not normally be extended.

7.3.5 Cashing out Long Service Leave

An employee may request to have an accrued entitlement to long service leave cashed out. A request shall be for no less than one (1) week of accrued entitlement. A request may be made only once per calendar year. The employee's remaining accrued entitlement to long service leave shall not be less than four (4) weeks.

- (a) Each cashing out of a particular amount of paid long service leave must be by a separate agreement in writing between the Branch Secretary and the employee; and
- (b) The employee must be paid the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
- (c) Superannuation is to be paid on cashed out long service leave.
- (d) Long service leave which is cashed out shall not accrue:
 - (i) Annual leave
 - (ii) Long service leave
 - (iii) Personal leave

7.4 Parental/Adoption Leave

7.4.1 An employee shall be entitled to leave pursuant to the *Fair Work Act 2009* as amended from time to time provided that:

7.4.2 The benefits provided by this clause in respect of parental leave shall apply for each birth of a child or adoption of a child where the employee will be the primary caregiver, except where otherwise provided in 7.4.5.

7.4.3 Paid parental leave – continuing employees

- (a) After a qualifying period of one (1) year, an employee shall be entitled to leave pursuant to the *Fair Work Act 2009* provided that an employee shall be entitled to fourteen (14) weeks of paid parental leave for each birth or adoption.
- (b) In the instance of multiple birth or adoption an entitlement shall exist for each child.
- (c) An employee may access leave without pay for up to a total of three (3) years (inclusive of the legislative provision) provided that if the employee accesses the second or third year of leave without pay the employee shall attend up to five (5) days of professional development. The nature and timing of the professional development shall be approved by the Branch Secretary. The period of professional development shall be at full pay and payment shall also be made for child care on those days.
- (d) The Federal Government's paid parental leave scheme, implemented consistent with the legislation, shall not diminish the provisions of this clause.

- (e) Superannuation shall continue to be paid and all other employee entitlements shall accrue during the employer-funded part of an employee's period of paid parental leave. Clause 5.10.3 of this Agreement shall also apply.
- (f) Other leave entitlements (if any) such as long service leave and annual leave may be used upon application by the employee.
- (g) This period of employer-paid parental leave will be inclusive of public holidays and Christmas close down which may fall during the leave.
- (h) An employee currently on parental leave or extended parental leave who subsequently falls pregnant may access a further period of paid and unpaid parental leave subject to the entitlement of unpaid parental leave being one (1) year for each confinement and no more than five (5) years in any period of seven (7) years.
- (i) An employee may access paid parental leave at half pay for double the period of time. Where an employee accesses this leave at half pay the employee will accrue all leave entitlements on a pro rata basis.
- (j) The employee may request to access flexible working arrangements as provided at clause 2.4.6 in a part time or job share capacity following their return to work. This flexible working arrangement may be accessed until the child in relation to whom parental leave was taken is required to be enrolled for compulsory schooling under the *Education (General Provisions) Act 2006*.
- (k) Such flexible arrangements would be available to the employee immediately after returning from leave identified in Clause 7.4.1(a) and (b) provided the quantum of part time work shall not be less than 40% of a full time equivalent (i.e. equivalent to two days in five).
 - (i) The Union shall not unreasonably refuse an application from an employee to be employed part time after completing leave as defined under clause 7.4.1(a) and (b).
 - (ii) The scheduling of part time arrangements shall be subject to the determination of the Branch Secretary consistent with the operational needs of the Union.
 - (iii) An employee accessing part time arrangements shall be entitled to all benefits on a pro rata basis.

7.4.4 Paid parental – fixed term employees

- (a) Fixed period employees will also be eligible for paid parental leave on the same basis as continuing employees.
- (b) Where the employee's fixed term contract comes to an end before the expiration of the period of paid parental leave, the employee will be entitled to receive payment only up until the conclusion of the fixed term contract.
- (c) Where a fixed term employee secures a further contract, and that further contract commences within three (3) months of the expiry of the preceding contract, any period

of paid parental leave which would have been forfeited as a result of the expiry of the preceding contract can be accessed from the date of commencement of the new contract of employment.

7.4.5 Parental leave for non-primary caregiver

(a) Paid Leave

After a qualifying period of one year, an employee shall be entitled to twenty (20) days leave in connection with the birth or adoption of child/children for whom the employee will have responsibility:

- (i) this leave is a separate leave to special responsibility leave and shall not be deducted from the employee's accrued personal leave; and
- (ii) the period of leave may commence on the date of the birth of the child/children or on the date of adoption of the child/children (if this is a work day) or on a later date nominated by the employee provided it is within one month of the confinement or adoption.

(b) As a Primary Carer

- (i) An employee who is not the birth parent /primary adopter and becomes the primary carer of the child within the first fourteen (14) weeks immediately following the birth of the child is entitled to paid parental leave on full pay for the full weeks in which the employee is the primary caregiver within that period.
- (ii) An employee may access paid parental leave as a primary carer at half pay for double the period of time under this clause 7.4.3.2 or (b). Where an employee accesses this leave at half pay the employee will accrue all leave entitlements on a pro rata basis.

(c) Leave deducted from Personal Leave

In addition to the provision at clause 7.4.3.1 or (a), an employee will be entitled to five (5) days parental leave in support of the primary caregiver in connection with the birth or adoption of child/children for whom the employee will have responsibility:

- (i) this leave is to enable the employee to attend to medical/agency appointments or to care for ill members of the immediate family;
- (ii) such leave shall be deducted from the employee's accrued personal leave; and
- (iii) the employer may request a doctor's certificate indicating the nature of the illness or other confirmation of medical/agency appointments.

7.4.4 Two caregivers who are employees

Where two persons are both employees of the union the entitlement for paid parental leave is up to fourteen (14) weeks between them, exclusive of the provision at clause 7.4.1 (a).

7.5 Public Holidays

- 7.5.1 An employee is entitled to be absent for a public holiday, where that employee would ordinarily be required to work on a day on which a public holiday falls, and is entitled to full pay for the time the employee would ordinarily have been required to perform work on that day.
- 7.5.2 Where the employer makes a request for an employee to work on a public holiday, and the employee performs that work, work may be performed on one or more of the following public holidays:
- (a) New Year's Day;
 - (b) Australia Day;
 - (c) Good Friday;
 - (d) Easter Saturday;
 - (e) Easter Sunday;
 - (f) Easter Monday;
 - (g) Anzac Day;
 - (h) King's Birthday;
 - (i) Labour Day;
 - (j) Christmas Day;
 - (k) Boxing Day;
 - (l) Exhibition Day (whether or not it is a public holiday); and
 - (m) any day or part-day declared or prescribed by the State or Territory legislation, is to be observed generally within a State/Territory or a region of a State/Territory, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.
- 7.5.3 All work performed on Public Holidays as specified in clause 7.5.2 with the exception of Christmas Day and Good Friday, shall be paid at the rate of double time and one half (2 ½) with a minimum of four (4) hours provided that the provisions of clause 7.6 shall operate.
- 7.5.4 All work performed on Christmas Day and Good Friday shall be paid at the rate of triple time with a minimum of four (4) hours.
- 7.5.5 In addition to the holidays specified in clause 7.5.1 hereof, employees shall receive an additional holiday, in lieu of a picnic day, on either Holy Thursday or Easter Tuesday.

7.6 Rostered Days – Holidays

7.6.1 The employees agree to establish a work roster to staff the Brisbane office on the gazetted Exhibition Public Holiday and the Easter Tuesday holiday (clause 7.5.5) on the following basis:

- (a) A minimum of three (3) employees shall be rostered on each of these days.
- (b) Employees who are rostered on the Easter Tuesday holiday shall take a holiday on a time in lieu basis on Holy Thursday in that year.
- (c) Employees who are rostered on the gazetted Exhibition Public holiday shall take a holiday on a time in lieu basis on the day immediately following the Exhibition public holiday. A minimum of three employees shall be rostered on each of these days.

7.6.2 The determination of the rosters shall be at the initiative of the employees. Where a roster cannot be established by the employees, the roster shall be determined by the Branch Secretary.

7.7 Christmas Close Down

In addition to the annual leave specified in clause 7.1 hereof, employees shall be entitled to leave during the Christmas close down period, which shall be from 12.30 p.m. on 24 December until normal rostered starting times on 2 January each year (or nearest equivalent working day, if these days fall on a weekend).

7.8 Leave Without Pay

7.8.1 An employee shall make application for leave as prescribed by this Agreement to the Branch Secretary.

7.8.2 An employee shall be entitled to apply to the Branch Secretary for leave of absence without pay identifying the length and nature of the leave. Approval of such leave shall be at the discretion of the Branch Secretary.

7.8.3 No entitlements shall accrue during a period of leave without pay except where the approved application is for a period of less than five (5) days. However, this leave will not deem to break continuity of service; but this leave will change the employee's anniversary date.

7.9 Extended Leave Without Pay

7.9.1 Extended leave without pay is available to employees for personal reasons (i.e. travel or other purposes), as may be agreed to by the Branch Secretary.

7.9.2 Subject to any restrictions that may be necessary having regard to overall staffing needs, employees may be granted extended leave without pay for up to twelve (12) months subject to the following conditions:

- (a) The period of absence is without pay and the employee will not accrue entitlements during this period of unpaid leave. However, this leave will not deem to break continuity of service; but this leave will change the employee's anniversary date.

- (b) The employee is required to give notice of three (3) months prior to the proposed date of taking leave.
- (c) An employee returning from a period of extended leave without pay shall be guaranteed placement at the employee's previous classification level.
- (d) An employee's confirmation of return to work shall be made three (3) months prior to their return.

7.10 Extended Study Leave

- 7.10.1 An employee shall make application for an extended period of study leave up to a period of one (1) academic year subject to the approval of the employer.
- 7.10.2 The period of absence is without pay and the employee will not accrue entitlements during this period of unpaid leave. However, this leave will not deem to break continuity of service; but this leave will change the employee's anniversary date.
- 7.10.3 The employee is required to give notice of three (3) months prior to the proposed date of taking leave.
- 7.10.4 An employee returning from a period of extended study leave without pay shall be guaranteed placement at the employee's previous classification level.
- 7.10.5 An employee's confirmation of return to work shall be made three (3) months prior to their return.
- 7.10.6 Where leave is required to attend unapproved study on a regular basis, this leave will be taken as time off in lieu or clerical leave days.

7.11 Employer Approved Study and Examination Leave

- 7.11.1 An employee shall be entitled to take up to six (6) days paid study leave per annum for employer approved study. Proof of enrolment in a course may be required. Such leave may be taken at anytime, by agreement between the employee and the Branch Secretary, in order to attend lectures, study or sit for an examination.
- 7.11.2 In the case of an employee seeking to attend a residential course, additional paid leave will be considered by the Branch Secretary for a period of up to five (5) working days.

7.12 Community Service Leave

- 7.12.1 Employees are entitled to Community Service Leave in accordance with the *Act*, as varied or replaced from time to time.
- 7.12.2 Employees can apply for Community Service Leave for:
 - (a) jury service as required by or under Commonwealth or State legislation;

- (b) a voluntary emergency management activity which may include but not be limited to Emergency service or management activities where the employee is a member of the State Emergency Service, voluntary member of a local fire fighting unit, a Rural Fire Brigade, auxiliary of a Fire Brigade, Honorary Ambulance Officer or St John Ambulance Officer Volunteer and the employee is called out for emergencies, to fight local fires or where an emergency situation or state of disaster has been declared (under the *Public Safety Preservation Act 1986 (Queensland)* or the *Disaster Management Act 2003 (Queensland)* or relevant legislation in the Northern Territory). Taking such leave shall be done in consultation with the Branch Secretary; or
- (c) any other activity deemed by the employer as being a Community Service activity.

- 7.12.3 Paid leave is not available for training purposes; however, unpaid leave may be granted at the employer's discretion.
- 7.12.4 Employees shall be paid for the initial ten (10) days of Community Service Leave when clause 7.12.2(a) is accessed. Payment for periods that extend beyond the ten (10) days will be considered by the Branch Secretary on a case by case basis. While it will be considered it may be either unpaid or paid leave.
- 7.12.5 If an employee will be absent from work for reasons detailed at 7.12.2, they are required to notify the employer as soon as reasonably practicable.
- 7.12.6 Employees absent from work under this clause shall provide reasonable evidence to the employer that the activity is an eligible community service activity detailed at 7.12.2.
- 7.12.7 An employee required to attend court for jury service during ordinary working hours shall be paid the ordinary time the employee would have worked had the employee not been on jury service. Where an employee is called for Jury Service and receives a payment for that service the payment received shall be remitted to the employer.
- 7.12.8 An employee shall notify the Branch Secretary as soon as possible of the date upon which the employee is required to attend court for jury service, and shall provide proof of attendance, duration of attendance, and the amount received in respect of such jury service.
- 7.12.9 Approved unpaid Community Service Leave will not break continuity of service provisions.

7.13 Blood Donors

An employee other than a casual employee, may attend during the employee's ordinary hours of work a Red Cross Blood Bank for the purpose of donating blood. The employee shall be granted leave on full pay for each occasion at the employee's ordinary rate of pay. Proof of attendance may be required. Such leave shall not exceed three (3) hours on each occasion.

7.14 First Nations Peoples - Cultural Leave

- 7.14.1 The value of First Nations Peoples spiritualities and cultures is recognised and affirmed, and the important relationship which exists between the people their culture and country is acknowledged.

- 7.14.2 An employee shall be entitled to a maximum fifteen (15) days leave per calendar year, of which five (5) will be paid leave and ten (10) will be unpaid leave, for attendance at events of cultural significance, activities associated with traditional law and ceremony or activities associated with representative roles including Native Title matters.
- 7.14.3 Approval may be sought for a maximum of five (5) of the unpaid leave days to be determined as paid leave for staff members of First Nations communities to prepare for or attend community organisation business, National Aboriginal and Islander Day Observation Committee (NAIDOC) Week functions.
- 7.14.4 Applications for leave provided by this clause (clause 7.14) will be made within the normal leave provisions, guidelines and application procedures, with the exception of ceremonies related to bereavement. If requested by the employer applications will be supported by documentation outlining the event and its significance to the employee.
- 7.14.5 Should the quantum of leave provided by this clause (clause 7.14) be insufficient, particularly in instances where travel is required, employees may apply for leave to which they may be entitled (e.g. annual leave, compassionate leave, authorised accrued time leave) or may elect to apply for unpaid leave.
- 7.14.6 The eligibility of an employee for Special Responsibility Leave (clause 7.2.2), Compassionate Leave (clause 7.2.2) and Personal Crisis Leave (clause 7.2.4) under this Agreement will be extended to include kinship relationships beyond the definition of immediate family or member of the household to include: niece; nephew; uncle; aunt; cousin; and other community members who have had an impact on the person's upbringing.
- 7.14.7 It is declared that leave provided under this clause (clause 7.14) is a welfare measure for the purposes of the *Anti-Discrimination Act 1991*, section 104.
- 7.14.8 In this clause (clause 7.14): 'employee' means an employee who self-identifies as First Nation, and who is required by their tradition or custom to attend ceremony or to represent their community. 'First Nations People' means the First Nations People of Australia and the Torres Strait.

7.15 Defence Force Leave

- 7.15.1 Employees who are members of the Defence Force Reserve may access special leave with pay to attend periods of required training offered in normal working hours (such as but not limited to camps, field exercises or required courses) up to a maximum of 32 calendar days each year.
- 7.15.2 In addition to the above, a further 14 calendar days leave with pay may be accessed in the employee's first year of reserve service, where attendance at recruitment or initial training is required.
- 7.15.3 The employee is not required to forward to IEUA-QNT any monies or allowances paid by the Defence Force for their attendance at camps, courses or other training whilst on periods of leave with pay.
- 7.15.4 The employee shall not be disadvantaged in terms of accrued entitlements during absence on leave with pay for this purpose.

7.15.5 Where possible the employee should schedule their attendance at Defence Force Reserve activities during vacation periods.

7.16 Emergency and Natural Disaster Leave

7.16.1 The employer and employees recognise the importance of keeping IEUA-QNT open wherever possible during times of natural disasters and, should IEUA-QNT need to be closed for a time, to reopen as soon as possible.

7.16.2 Employees will assist with keeping IEUA-QNT open to support members and to provide continuity of services as far as is feasible and safe to do so. They will attend work unless prevented by circumstances described in clause 7.16.3 or are otherwise on approved leave. Subject to clause 7.16.3 employees may be asked to assist with preparing for a reopening of a damaged office.

7.16.3 An employee who is prevented from attending the employee's normal place of employment because of floods, cyclonic disturbances, severe storms, or bush-fires (or any comparable natural disaster or emergency) shall be granted a maximum of five (5) days per calendar year non-cumulative paid leave in the following circumstances:

- (a) when they have experienced extreme loss or trauma; or
- (b) where the employee must, of necessity, remain at home to safeguard the employee's family or property; or
- (c) where the employee must remain at home to have temporary repairs effected, restore or replace essential belongings, complete necessary clean up for safety or to enable occupation of residence etcetera; or
- (d) where an employee must remain at home because transport services and facilities are disrupted or discontinued due to weather or flood conditions; or
- (e) where the employee is away from their usual residence and is unavoidably delayed in returning to their place of employment due to identified and specific disruptions to transport services and facilities; or
- (f) where the employee is required to return home before the employee's usual ceasing time to ensure personal safety, the protection of the employee's family and property or because the availability of transport services and facilities may be disrupted or discontinued due to weather or flood conditions.

7.16.4 Access to the leave as is in clause 7.16.3 will be approved by the Branch Secretary.

7.16.5 The Branch Secretary will make every effort to clarify contact and communication procedures to be used at times of emergencies.

7.16.6 The Branch Secretary may consider additional paid leave in exceptional circumstances or where an employee is affected by more than one disaster or emergency in any year.

7.17 Reproductive Health Leave

7.17.1 Definition

For the purpose of this clause, reproductive health is defined as any condition relating to menstruation, premenstrual dysphoric disorder (PMDD), pregnancy, perimenopause, menopause, poly-cystic ovarian syndrome and endometriosis, hormone therapy, male or female infertility, In Vitro Fertilisation (IVF) and other forms of assisted reproductive health services, vasectomy and hysterectomy.

7.17.2 Entitlement

- (a) An employee experiencing reproductive health issues is entitled to up to ten days per year paid reproductive health leave for the purpose of treatment or management of reproductive health as defined by this clause.
- (b) The entitlement in paragraph (a) above does not accumulate from year to year.
- (c) The entitlement to paid reproductive health leave is in addition to existing leave entitlements. It may be taken as consecutive or single days, or as a fraction of a day. All reasonable requests will be approved.
- (d) It is not mandatory for an employee to have exhausted other forms of paid leave prior to accessing reproductive health leave.
- (e) A part-time or casual employee on a rostered day of engagement is entitled to leave under this provision.

7.17.3 Notice and Evidentiary Requirements

- (a) The employee shall give their employer notice as soon as reasonably practicable of their intention to take leave under this clause.
- (b) If required by the employer, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in this clause. Such evidence may include a document issued by a doctor or other treating health professional (including a medical certificate), or a statutory declaration.

7.17.4 Flexible Working Arrangements

- (a) This clause supplements the entitlement to request flexible work arrangements pursuant to clause 2.3 and 2.4 of this Agreement.
- (b) In order to provide support to an employee to manage and/or alleviate symptoms relating to reproductive health and to provide a safe work environment, the employer will approve any reasonable request from an employee experiencing reproductive health issues, including but not limited to:
 - (i) the right to work from home;

- (ii) flexible working hours;
- (iii) reasonable changes to work environment to provide comfortable working environment to alleviate symptoms or facilitate treatment;
- (iv) the right to access reasonable unpaid leave.

7.18 Paid Pandemic Leave

- 7.18.1 An employee is entitled to twenty (20) days of paid pandemic leave per calendar year. This leave is in addition to any other form of leave to which an employee is entitled.
- 7.18.2 A health pandemic means a critical health issue, as identified by a declaration of a public health emergency made under Section 319 of the *Public Health Act 2005* with respect to an actual or potential health pandemic.
- 7.18.3 Pandemic leave is available to full-time, part-time, fixed-term, continuing and casual employees.
- 7.18.4 An employee may take paid pandemic leave if any of the following occur:
- (a) The employee has been diagnosed with the infection during a health pandemic.
 - (b) The employee is caring for another person who has been diagnosed with the infection during a health pandemic; or is subject to self-isolation or quarantine measures in accordance with a Commonwealth or State government policy.
 - (c) The employee has a child that attends a school or childcare centre that is closed due to a health pandemic and it is not possible for the employee to carry out their work duties from home.
 - (d) The employee is unable to undertake work duties because their workplace has been shut down because of a health pandemic and it is not possible for the employee to carry out their work duties from home.
 - (e) The employee is subject to self-isolation or quarantine measures in accordance with a Commonwealth or State government policy and it is not possible for the employee to carry out their work duties from home.
- 7.18.5 Pandemic leave does not accumulate from year to year.
- 7.18.6 Where an employee exhausts their entitlement to pandemic leave but otherwise meets the criteria for the taking of such leave, the employee may apply for, and the employer will approve, the taking of leave pursuant to a different part of this agreement.
- 7.18.7 In the case of casual employees, the employee will be paid pandemic leave on rostered days of work at a daily rate of pay equal to the average of the daily rates of pay paid to the employee over the previous 12 month period (or such lesser period for which the employee has been employed).
- 7.18.8 The provisions of this clause will apply, with appropriate amendment, where a declaration of an epidemic is made under relevant legislation by an appropriate authority.

7.19 Family and Domestic Violence Leave

- 7.19.1 Paid Family and Domestic Violence Leave is provided for in the NES and supplemented by this clause.
- 7.19.2 An employee, who is experiencing domestic violence, is entitled to ten (10) days per year non-cumulative of paid special leave in order to address related matters including, but not limited to:
- (a) Attending medical and / or counselling appointments;
 - (b) Sourcing alternative accommodation;
 - (c) Accessing legal advice;
 - (d) Attending legal proceedings;
 - (e) Organising alternative care for members of their immediate family or household;
 - (f) Organising alternative education arrangements for their children;
 - (g) Rebuilding support networks;
 - (h) Attending police service;
 - (i) Attending appointment with financial professionals; and
 - (j) Other issues related to the domestic violence.
- 7.19.3 This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and all reasonable requests will be approved.
- 7.19.4 Employees can also access existing leave entitlements for the abovementioned purposes, without the usual notice requirements.
- 7.19.5 It is not mandatory for the employee to have exhausted other forms of paid leave prior to accessing this special leave.
- 7.19.6 To avoid doubt, this clause does not prevent the employee and the employer agreeing that the employee may access other forms of approved leave to deal with the impact of family and domestic violence.
- 7.19.7 Supporting another person experiencing domestic violence
- An employee who supports a person experiencing domestic violence may use their existing carer's leave to accompany the person on activities related to that personal crisis, or to mind the children of the person to enable them to undertake activities related to such significant matter.
- 7.19.8 The employer will ensure information concerning any notice or evidence of the employee taking leave under this clause is treated confidentially, as far as is reasonably practicable to do so.

- 7.19.9 Notwithstanding Clause 7.19.8 nothing prevents an employer from dealing with information provided by an employee if doing so is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

PART 8 - GENERAL

8.1 Amenities

The employer shall provide employees with milk, sugar, coffee, tea and biscuits, hot water urn and refrigerator.

8.2 Uniforms

- 8.2.1 The employer and employees agree to maintain an arrangement for uniforms for employees on an optional basis. The uniforms are available to employees at their own expense. A payroll deduction facility shall be made available to employees by the employer for the payment of uniforms if requested by an employee.
- 8.2.2 Uniforms shall be registered as Non-Compulsory Uniforms in accordance with the Australian Taxation Office requirements to enable employees to claim a deduction for the purchase and maintenance of the uniforms.

8.3 Relationship to Unions

- 8.3.1 An official or officer of Together may enter the employer's premises, consistent with the *Act*, to conduct union business, including interviewing employees.
- 8.3.2 The employer will not unreasonably obstruct the officer or official and it is agreed that Together will co-operate with the employer to minimise disruption to operational requirements.
- 8.3.3 The employer recognises union delegates. Union delegates shall be allowed reasonable access and opportunity during working hours to conduct union business and to undertake confidential investigations. Union delegates shall also be given reasonable access to telephone, facsimile machine and email in order to communicate with the Together office or union members.
- 8.3.4 The employer maintains a commitment to have union delegates on all consultative committees, including actively encouraging participation. This can include, but is not limited to, providing training on meeting protocols, effective chairing of meetings and the like during paid work time for all Union representatives on these committees.
- 8.3.5 New employees will be introduced to the relevant union delegate upon the commencement of their employment.

8.4 Posting of Agreement and the NES

- 8.4.1 A copy of this Agreement shall be exhibited in a conspicuous and convenient place at the workplace and made available electronically so as to be easily read by employees.
- 8.4.2 A copy of the [NES](#) shall be made available electronically so as to be easily read by employees.

8.5 Union Encouragement

8.5.1 Attendance at Union Training and Meetings

- (a) Paid leave of absence of up to five (5) days per annum shall be granted to an employee to attend ACTU Institute training or trade union training courses.
- (b) This quantum of paid leave of absence may be accessed by an employee who holds an elected position with Together to attend meetings for Council or Branch Conference.
- (c) Approval shall be sought with at least two (2) weeks' notice to the employer. Approval will be granted having regard to the staffing needs of the organisation.
- (d) In the event the five (5) days per annum of paid leave provided under this clause is exhausted under 8.5.1(b), an employee may make application for up to an additional five (5) days of paid leave in a calendar year to attend ACTU Institute training or trade union training courses.

8.5.2 Secondment to Together

- (a) The employer agrees, that subject to operational requirements, delegates and members of Together, will be released from duty to be seconded to Together without pay for a minimum of four (4) weeks and a maximum of up to twelve (12) months for union training and development.
- (b) During this leave, Together will be this person's employer and Together will be responsible for the payment of the person's salary. Accruals of leave for the person shall continue during a union leave of absence and provision for the costs of such accruals shall be included in a payment to IEUA-QNT.
- (c) The employer will maintain the employee's continuity of employment. Upon completion of the leave of absence, the employee will return to his or her former position.
- (d) This leave is restricted to not more than three (3) employees per year from the one workplace for a total of thirty weeks in any one year.
- (e) At least three (3) months' notice be given, in order to secure such leave. The employer will not unreasonably withhold approval of such leave.

8.6 Work Health and Safety

8.6.1 The employer commits to providing a healthy and safe workplace, including a safe system of work.

8.6.2 Work Health and Safety Representative

- (a) Employees of IEUA-QNT shall have a representative elected by their co-workers as a Work Health and Safety Representative (WHSR).

- (b) WHSRs shall be able to undertake inspections to prevent potential unsafe working conditions and to assist in the resolution of potential disputes concerning health and safety issues. In so doing, representatives shall be allowed reasonable access to outside consultants to assist with the inspection of the workplace. The WHSRs ensure that up-to-date information relating to workplace health and safety will be available and will report to the Branch Secretary when necessary.
- (c) WHSRs shall be provided with adequate resources and training to facilitate their role. In so far as training is concerned the employer shall pay for appropriate training provided by Safe Work or some other agreed provider. Such leave will be approved by the Branch Secretary in light of the relevance of the training and staffing needs of the office.

8.6.3 Work areas

The employer shall ensure that the appropriate workplace health and safety standards are met with respect to lighting and radiation in areas where computer terminals are used, and that workstations are of approved ergonomic design.

8.6.4 Work practices

- (a) Best practice will be sought in work and occupational health and safety.
- (b) Work practices and the work environment will be monitored and regularly reviewed by the Joint Working Party on the basis of medical advice and contemporary workplace best practice.

8.7 WorkCover

- 8.7.1 The employer shall contribute the difference between the amounts paid under the *Worker's Compensation and Rehabilitation Act 2003* and the amount of salary the employee would have received had the employee continued to work. The time period for this contribution shall not exceed one (1) year and such difference will be deducted from an employee's sick leave account. An employee may request to use other entitlements to meet the shortfall, if sick leave entitlement has been exhausted. Such a request shall not be unreasonably refused.
- 8.7.2 An employee will continue to accrue all entitlements, such as sick leave, annual leave, long service leave and clerical leave days, during the period to which the compensation relates. The payment of wages to an employee who experiences any delay in receiving WorkCover payments shall be made by the employer. These payments are to be refunded by the employee to the employer, upon receipt of the WorkCover payments.
- 8.7.3 Whilst an employee is receiving a hundred percent (100%) of their ordinary times earnings and continues to make voluntary contributions to their nominated Superannuation Scheme the employer will continue to pay the relevant additional superannuation employer contribution into the scheme.

8.8 First Aid

- 8.8.1 The employer agrees to pay the course fees for employees who undertake a course in basic first aid.
- 8.8.2 If the employer determines to appoint a First Aid Officer, the employee shall be paid an allowance in accordance with the schedule attached as Appendix A to this Agreement.

8.9 Use of Union Vehicles

Where an employee is provided with the use of a Union vehicle it shall be for business purposes only. Use of the vehicle between the employee's home and the work place shall be subject to approval by the Branch Secretary.

8.10 Financial Planning Presentation

- 8.10.1 The employer agrees to provide at its cost on an annual basis, a presentation to employees by a licensed financial planner.
- 8.10.2 A presentation of up to two (2) hours shall be arranged during normal work time.

8.11 Employee Assistance Program

Employees are able to access an Employee Assistance Program. The costs associated with this program are subject to a service agreement and shall include a provision for counselling (to specified limits) at no cost to the employee. Accessing the service is confidential.

8.12 Intellectual Property

- 8.12.1 IEUA-QNT is and will be the owner of all Intellectual Property of any kind created or developed by an employee in the course of the employee's duties. The Union also asserts its right to ownership of any Intellectual Property generated by an employee which is produced with the assistance of Union resources.
- 8.12.2 An employee assigns to the Union title to any Intellectual Property which an employee may acquire in performing their duties, including Intellectual Property produced with the assistance of Union resources, and all Intellectual Property rights which arise during the period of employment with IEUAQNT are hereby assigned.
- 8.12.3 The provisions of the *Copyright Act* relating to the recognition of the moral rights of authors apply. However, IEUA-QNT may treat works created during an employee's employment in any manner it sees fit and the employee agrees to waive the employee's right to object to the treatment of those works. If an employee objects to the treatment of those works by the Union, the employee may withdraw the employee's attribution from those works.
- 8.12.4 Employees agree to comply with the IEUA-QNT Intellectual Property Policy as varied from time to time by the Union.

8.12.5 "Intellectual Property" means any confidential information or any rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, including but not limited to the electronic media and any rights under the *Patents Act, Copyright Act, Design Act, Trade Marks Act, Plant Varieties Act* and rights under any convention to which Australia is a party and under the common law.

8.13 Payment of monies on retirement or death

In the event of retirement or earlier death of an employee there will be paid to the employee or the employee's personal representative the amount of salary due for accumulated Long Service Leave and Annual Leave to the date of retirement or death as the case may be.

8.14 Right to Disconnect

8.14.1 The psychosocial risk of an employee being constantly connected by electronic communication is recognised.

8.14.2 An employee's right to rest time, vacation periods, holidays and privacy is respected.

8.14.3 An employee has a right to disconnect from work and not to answer nor engage in work related electronic communications including emails, texts, telephone calls, messages, video calls or sending or reviewing other messages.

This right includes the right to not respond immediately if a communication is made outside of the employee's span of hours.

8.14.4 There is a duty on the employer and other employees to respect another person's right to disconnect from work related communications.

8.14.5 An employee cannot be reprimanded, penalised or otherwise subject to disciplinary action if the employee insists on their right to disconnect as defined in this clause and disregards a work-related communication sent outside the employee's span of hours.

An employee has the right to delay response to an 'out of hours' communication to the next available period within the employee's span of hours.

8.14.6 This clause may be suspended in the case of civil emergency, public health declaration, natural disaster, or a situation where there is a reasonable judgement that a failure to communicate with an employee(s) may result in harm to the employee or others.

PART 9 – HEALTH INITIATIVES

9.1 Workplace Wellness Seminars

The union shall schedule at least three (3) workplace wellness seminars (one hour approximately) per year and employees commit to attending/participating in at least two such seminars per year.

9.2 Smoking

The harmful effect of tobacco smoke have been recognised by IEUA-QNT and a smoke free workplace policy has been adopted to protect the health of all staff and create a healthy and pleasant workplace environment.

9.3 Influenza Vaccination

Influenza vaccinations shall be offered. Charges imposed by a medical practitioner above the Medicare and/or private health fund rebates will be reimbursed for employees who wish to obtain annual influenza vaccinations. Receipts from a medical practitioner must be provided in support of claims for reimbursement.

9.4 Breastfeeding and expressing facilities

9.4.1 The employer will, upon request, provide the following supports to employees who choose to continue to breastfeed their children:

- (a) Adequate lactation breaks (up to one hour paid combined per day, or unpaid after that) attached to scheduled morning tea and lunch breaks to enable time to breastfeed or express, seal and store expressed breast milk, and sterilise equipment where necessary.
- (b) Use of a clean, private room with a power point, lockable door, comfortable chair and small table.
- (c) Use of a small refrigerator, separate to communal staff facilities, where expressed breast milk and expressing equipment can be hygienically stored.
- (d) Use of a clean space to sterilise and dry expressing equipment.
- (e) Permission for a carer to bring the child to work to be breastfed during lactation breaks.

9.4.2 Lactation breaks

Where an employee wishes to combine work and breastfeeding, the following are necessary considerations, further to clause 9.4.1 above:

- (a) Lactation breaks are to be made available, where an employee needs to express or breastfeed during working hours.
- (b) Where possible, lactation breaks are to be provided as paid time off. For an employee requiring more than one hour for combined lactation breaks per day, flexible work or leave arrangements may be implemented to cover the time in excess of that hour.
- (c) The frequency, duration and timing of lactation breaks will vary between individuals and may be influenced by the child's age, their breastfeeding pattern and any special requirements. Lactation breaks should be negotiated and agreed between the

employer and the employee to allow the flexibility needed to breastfeed and express milk.

- (d) Employees have an obligation to ensure that the timing of lactation breaks is to take account of reasonable union operational needs, with a focus on minimising disruption to the workplace.

9.4.3 Wherever possible, prior to returning from leave an employee should advise the Human Resources Officer of their intention to breastfeed during work hours, and specific considerations they may require to enable them to do this. The Human Resources Officer will ensure the necessary arrangements are made.

PART 10 - SAVINGS CLAUSE

No employee shall suffer any reduction in remuneration or any diminution in or detraction from the quality or extent of the terms and conditions of employment enjoyed by the employee by reason of the coming into operation of this Agreement.

PART 11 – SIGNATORIES

Signed for and on behalf of the
Independent Education Union of Australia – Queensland and
Northern Territory Branch
ABN 74 662 601 045

346 Turbot Street
SPRING HILL QLD 4000



(Signature)

Terence P. Burke

(Full Name)

Branch Secretary

(Position)

18.3.24

(Date)

In the presence of -



(Signature)

MONIQUE ROOSEN

(Full Name)

INDUSTRIAL OFFICER

(Position)

18/03/2024

(Date)

Signed for and on behalf of the
Australian Municipal and Clerical Services Union Queensland
Together Branch
ABN 97 853 552 816

43 Peel Street
SOUTH BRISBANE QLD 4101



(Signature)

Alexander Scott

(Full Name)

Branch Secretary

(Position)

20/03/2024

(Date)

In the presence of -



(Signature)

Nicole Hipkin

(Full Name)

Executive Officer

(Position)

20/03/2024

(Date)

IEUA-QNT CLERICAL STAFF COLLECTIVE AGREEMENT 2024

APPENDIX A – WAGE RATES

Classification	Relativity	As at 1 May 2023				From 29 April 2024				From 28 April 2025				From 27 April 2026			
		2.50%				4.00%				4.00%				3.00%			
		Hourly	F/N	Annual	Casual	Hourly	F/N	Annual	Casual	Hourly	F/N	Annual	Casual	Hourly	F/N	Annual	Casual
Level 1																	
Step 1	84	30.1641	2186.90	57054	37.7052	31.3710	2274.40	59337	39.2138	32.6262	2365.40	61711	40.7828	33.6055	2436.40	63563	42.0069
Step 2	86	30.7752	2231.20	58210	38.4690	32.0055	2320.40	60537	40.0069	33.2855	2413.20	62958	41.6069	34.2841	2485.60	64847	42.8552
Step 3	88	31.3890	2275.70	59371	39.2362	32.6441	2366.70	61745	40.8052	33.9503	2461.40	64215	42.4379	34.9683	2535.20	66141	43.7103
Step 4	90	32.0014	2320.10	60529	40.0017	33.2814	2412.90	62950	41.6017	34.6124	2509.40	65468	43.2655	35.6510	2584.70	67432	44.5638
Level 2																	
Step 1	93	32.6193	2364.90	61698	40.7741	33.9241	2459.50	64166	42.4052	35.2814	2557.90	66733	44.1017	36.3393	2634.60	68734	45.4241
Step 2	95	33.2579	2411.20	62906	41.5724	34.5876	2507.60	65421	43.2345	35.9710	2607.90	68038	44.9638	37.0497	2686.10	70078	46.3121
Step 3	97	33.9172	2459.00	64153	42.3966	35.2745	2557.40	66720	44.0931	36.6855	2659.70	69389	45.8569	37.7862	2739.50	71471	47.2328
Step 4	100	34.5779	2506.90	65403	43.2224	35.9614	2607.20	68019	44.9517	37.4000	2711.50	70740	46.7500	38.5214	2792.80	72861	48.1517
Level 3																	
Step 1	104	37.3352	2706.80	70618	46.6690	38.8290	2815.10	73443	48.5362	40.3821	2927.70	76381	50.4776	41.5931	3015.50	78671	51.9914
Step 2	106	38.7214	2807.30	73240	48.4017	40.2703	2919.60	76169	50.3379	41.8814	3036.40	79217	52.3517	43.1379	3127.50	81593	53.9224
Step 3	108	40.1048	2907.60	75856	50.1310	41.7090	3023.90	78891	52.1362	43.3779	3144.90	82047	54.2224	44.6786	3239.20	84507	55.8483
Step 4	114	41.4883	3007.90	78473	51.8603	43.1476	3128.20	81612	53.9345	44.8731	3253.30	84875	56.0914	46.2193	3350.90	87422	57.7741
Level 4																	
Step 1	117	42.1807	3058.10	79783	52.7259	43.8676	3180.40	82973	54.8345	45.6221	3307.60	86292	57.0276	46.9903	3406.80	88880	58.7379
Step 2	120	43.5628	3158.30	82397	54.4534	45.3048	3284.60	85692	56.6310	47.1172	3416.00	89120	58.8966	48.5310	3518.50	91794	60.6638
Step 3	123	44.9434	3258.40	85008	56.1793	46.7407	3388.70	88408	58.4259	48.6097	3524.20	91943	60.7621	50.0676	3629.90	94700	62.5845
Step 4	126	46.3283	3358.80	87628	57.9103	48.1821	3493.20	91134	60.2276	50.1090	3632.90	94779	62.6362	51.6124	3741.90	97622	64.5155
Level 5																	

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Classification	Relativity	As at 1 May 2023				From 29 April 2024				From 28 April 2025				From 27 April 2026			
		2.50%				4.00%				4.00%				3.00%			
		Hourly	F/N	Annual	Casual	Hourly	F/N	Annual	Casual	Hourly	F/N	Annual	Casual	Hourly	F/N	Annual	Casual
Step 1	132	47.0166	3408.70	88930	58.7707	48.8966	3545.00	92486	61.1207	50.8524	3686.80	96185	63.5655	52.3779	3797.40	99070	65.4724
Step 2	135	48.4014	3509.10	91549	60.5017	50.3379	3649.50	95212	62.9224	52.3517	3795.50	99021	65.4397	53.9228	3909.40	101992	67.4034
Step 3	138	49.7862	3609.50	94168	62.2328	51.7779	3753.90	97935	64.7224	53.8497	3904.10	101854	67.3121	55.4648	4021.20	104909	69.3310
Step 4	142	51.1683	3709.70	96782	63.9603	53.2152	3858.10	100654	66.5190	55.3434	4012.40	104680	69.1793	57.0041	4132.80	107821	71.2552
Level 6																	
Step 1	145	52.5490	3809.80	99394	65.6862	54.6510	3962.20	103370	68.3138	56.8372	4120.70	107505	71.0466	58.5421	4244.30	110730	73.1776
Step 2	152	53.9352	3910.30	102016	67.4190	56.0924	4066.70	106096	70.1155	58.3366	4229.40	110341	72.9207	60.0869	4356.30	113652	75.1086
Step 3	159	55.3186	4010.60	104633	69.1483	57.5310	4171.00	108817	71.9138	59.8317	4337.80	113169	74.7897	61.6262	4467.90	116563	77.0328
Step 4	167	56.6993	4110.70	107244	70.8741	58.9669	4275.10	111533	73.7086	61.3255	4446.10	115994	76.6569	63.1655	4579.50	119475	78.9569
Level 7																	
Step 1	169	58.0855	4211.20	109866	72.6069	60.4083	4379.60	114259	75.5103	62.8248	4554.80	118830	78.5310	64.7090	4691.40	122394	80.8862
Step 2	172	59.4676	4311.40	112480	74.3345	61.8469	4483.90	116980	77.3086	64.3214	4663.30	121661	80.4017	66.2510	4803.20	125311	82.8138
Step 3	176	60.8497	4411.60	115094	76.0621	63.2841	4588.10	119699	79.1052	65.8152	4771.60	124486	82.2690	67.7890	4914.70	128220	84.7362
Step 4	180	62.2331	4511.90	117711	77.7914	64.7228	4692.40	122420	80.9034	67.3117	4880.10	127317	84.1397	69.3310	5026.50	131136	86.6638
First Aid Allowance			36.90				38.40				39.90				41.10		

APPENDIX B – CLERICAL EMPLOYEES CLASSIFICATION LEVELS AND CHARACTERISTICS

Characteristics	Level One	Level Two	Level Three	Level Four	Level Five	Level Six	Level Seven
Supervision or Direction	Close Supervision	Direct Supervision	General Supervision	Routine Direction	Moderate Direction	Minimal Direction	Broad Direction
<p>The various levels of supervision or direction, depending on the work and organisational context. A continuum of supervision and direction is established to provide a measure of the level of supervision or direction and reflects the independence given to the person. Independence is the extent to which an employee is able or permitted to work effectively without supervisions or direction.</p>	<p>Less experienced employee's work may be subjected to checking at all stages with supervision under close direction.</p> <p>As experience is gained work is likely to be performed under close routine supervision with intermittent checking.</p> <p>Undertakes routine tasks or given detailed instruction.</p>	<p>At times detailed instructions may be necessary.</p> <p>May be subject to final checking and, as required, progress checking.</p>	<p>Is likely to work without supervision but may require general guidance or direction on progress and outcomes sought.</p> <p>Receives instruction on unusual, nonroutine, difficult features or new practices.</p> <p>Progress checks confined to the unusual or difficult aspects.</p> <p>Assignments reviewed on completion.</p>	<p>Would require only limited guidance or direction and would normally report to more senior staff as required.</p> <p>Receives little direct supervision and generally is responsible to a line manager.</p> <p>Receives direction covering the broader technical aspects of the work.</p> <p>Subject to occasional checks to ensure satisfactory progress.</p>	<p>Subject to broad guidance or direction and would report to more senior staff as required.</p> <p>Usually responsible to a senior member of staff.</p> <p>Usually works within clear stated objectives.</p> <p>Work is measured in terms of the achievement of stated objectives.</p>	<p>Work is performed under general supervision. Work is performed in accordance with pre-determined broad guidelines or budget strategies.</p> <p>Usually responsible to a senior manager or executive and receive minimal direction.</p> <p>Requires no guidance during the performance of work.</p>	<p>Directly accountable to the General Secretary for the conduct of their work, however the employee has a level of autonomy and is normally responsible for the professional content of the work performed.</p>

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Characteristics	Level One	Level Two	Level Three	Level Four	Level Five	Level Six	Level Seven
Use of Knowledge							
<p>The degree of experience and knowledge required to perform the work of the job competently.</p> <p>This may be gained through on-the-job experience, formal education, in-house training or a combination of these.</p>	<p>May have limited relevant experience.</p>	<p>Will have sufficient experience and/or training to enable them to carry out their assigned duties.</p>	<p>Require the application of their knowledge with depth in some areas and a broad range of skills.</p> <p>Demonstrate some relevant theoretical knowledge.</p> <p>Has the technical knowledge or experience to perform a wide variety of duties usually without technical instruction.</p>	<p>Demonstrate a broad knowledge base incorporating a range of theoretical concepts.</p> <p>Technically competent and well experienced.</p> <p>Undertakes enquiries to clarify technical requirements.</p> <p>Contribute to development of operational policy.</p>	<p>Will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to independently advise on a range of activities and features.</p> <p>Required to apply a broad knowledge base incorporating theoretical concepts, with substantial depth in some areas.</p> <p>Fully competent in a technical sense and require little or no guidance during the performance of work.</p> <p>Undertake research to obtain guidance as required in the achievement of stated objectives.</p>	<p>Will apply professional knowledge to deliver professional services commensurate with the skills and qualifications required for this level.</p>	<p>Provide advice to the employer on the operational and/or future directions of the organisation and contribute to the development of the organisation consistent with the strategic plan.</p>

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Characteristics	Level One	Level Two	Level Three	Level Four	Level Five	Level Six	Level Seven
<u>Use of skills and problem solving</u>							
<p>The nature and degree of problem solving involved in the work assigned to the job. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of action are available. This dimension looks at how much of each of these three qualities (the nature of the problem to be solved, The process of defining the problem and the process taken to select the appropriate course of action) applies to each classification level.</p>	<p>Problems solved by reference to established routine practices, procedures and instructions.</p> <p>Demonstrate basic practical skills for routine tasks.</p>	<p>Apply a defined range of skills to a limited range of predictable problems consistent with their training.</p>	<p>Be able to perform specialised or nonroutine tasks or specified features of their work.</p> <p>Apply a range of well-developed skills to a variety of predictable problems and occasional unpredictable problems consistent with their knowledge.</p>	<p>Apply solutions to a range of problems.</p> <p>Analyse and plan approaches to technical problems or management requirements.</p>	<p>May be required to contribute to the determination of objectives, within the relevant field(s) of their expertise.</p> <p>Analyse, diagnose, design and implement solutions across a broad range of technical or management functions.</p>	<p>Perform non-repetitive tasks governed by predetermined procedures or specific guidelines.</p> <p>Initiate, analyse, design, plan, execute and evaluate major, broad or highly specialised technical or management functions in varied or specialised contexts.</p>	<p>As an experienced professional, applies knowledge and skills to perform complex tasks.</p>

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Characteristics	Level One	Level Two	Level Three	Level Four	Level Five	Level Six	Level Seven
<u>Control, authority and decision making</u>							
<p>The requirements for decision making or for the submission of recommendations.</p> <p>This measures the degree of influence exercised by the clerical, for example, the distinction between basic liaison in exchanging information, persuasion in discussions, or complex negotiation over matters.</p>	<p>Perform a sequence of routine tasks.</p> <p>The choice of actions is clear.</p>	<p>Perform a range of tasks where choice is between a limited range of options.</p>	<p>Some discretion is required within specified guidelines.</p>	<p>Will have achieved a level of organisation or industry specific knowledge sufficient for them to give advice and/or information to the organisation and clients in relation to specific areas of their responsibility.</p> <p>Identify and apply skill and knowledge in some depth to most matters.</p>	<p>Identify and apply a high level of skill and knowledge in depth to most matters.</p>	<p>Set priorities and monitor work outcomes in the area of responsibility.</p> <p>Exercise substantial autonomy in decision making for large or complex functions using a wide-range of highly specialised technical, creative or conceptual skills.</p>	<p>Undertake more complex professional activities involving the selection and application, based on professional judgement, of new and existing techniques and methodologies.</p> <p>Generate and evaluate complex ideas through the analysis of information and concepts at an abstract level.</p> <p>Exercise significant and independent professional judgement based on extensive experience and advanced level of expertise.</p>

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Characteristics	Level One	Level Two	Level Three	Level Four	Level Five	Level Six	Level Seven
Judgement							
The ability to form opinions, evaluations and to make decisions that reflect a clarity and depth of perception, show discernment or discrimination in practical matters and recognise the consequences of decisions or actions.	Apply limited judgement within the context of routine tasks.	Exercise judgement and initiative within a broad range of their skills and knowledge. Make limited judgement from a small and known number of alternatives.	Exercise limited initiative, discretion and judgement in carrying out their assigned duties.	Exercise initiative, discretion and judgement regularly in the performance of their duties. Locate and evaluate information from a variety of sources.	Often exercise a high degree of initiative, discretion and judgement in the performance of their duties.	Employees are responsible for the application of professional judgement within defined accountability levels. Generate and evaluate ideas through the analysis of information and concepts at an abstract level.	Expected to exercise initiative in the application of professional practices.

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Characteristics	Level One	Level Two	Level Three	Level Four	Level Five	Level Six	Level Seven
<u>Responsibility and accountability</u>							
<p>The degree of accountability for the outcome of the assigned work. Whether this falls totally or partially into a particular job or is in reality held by the next level of management are key questions to be addressed.</p>	<p>Responsible and accountable for their own work within established routines, methods and procedures.</p>	<p>Responsible and accountable for their own work, with checking related to overall progress.</p> <p>Take limited responsibility for determining methods and procedures required to achieve specified outcomes.</p>	<p>Take responsibility for determining methods and procedures required to achieve specified outcomes.</p>	<p>Take responsibility for own outcomes in relation to specified quality standards.</p> <p>May be expected to take initiative and responsibility for their specified outcomes.</p>	<p>Responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision.</p> <p>Set priorities and monitor work outcomes in the area of responsibility.</p> <p>May be expected to take significant initiative and responsibility for their specified outcomes.</p>	<p>Responsible for the autonomous performance of professional functions.</p> <p>Accountable for own outcomes within broad parameters.</p>	

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Characteristics	Level One	Level Two	Level Three	Level Four	Level Five	Level Six	Level Seven
<u>Responsibility for others</u>							
The continuum of responsibility for a job where there is limited responsibility for others, to supervision of work whilst working together on a common task, to complete supervisory authority for other employees.	Supervision and assistance of others would not be required at this level.	May be required provide assistance to less experienced employees at the same level.	May be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Level 1 and 2. Would be able to train such employees by means of personal instruction and demonstration.	Maybe required to supervise employees in lower levels in terms of co-ordinating work flow, checking progress and resolving problems.	Able to train and supervise employees in lower levels by means of personal instruction and demonstration.	May have delegated responsibility, within defined parameters, either for the supervision and monitoring of the work of employees of a lower level or for a limited work function.	Supervision of and responsibility for other staff within defined parameters may be involved. Such responsibility may also include the development and training of staff at lower levels. Supervisory responsibilities may include on the job training, staff assessment and performance of counselling in relation to subordinate employees.

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Characteristics	Level One	Level Two	Level Three	Level Four	Level Five	Level Six	Level Seven
<u>Qualifications</u>							
The requirement for formal qualifications.	No formal qualifications required.	No formal qualifications required.	No formal qualifications required.	No formal qualifications required.	Relevant post-secondary qualification may be appropriate but not essential.	Formal qualifications at degree level or other qualifications and/or experience acceptable to the employer are required for entry to this level.	Formal qualifications at degree level are required.