

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016 - s. 980 - reprint of award

AUXILIARY FIREFIGHTERS' AWARD - STATE 2016

Following the Declaration of the General Ruling in the 2017 State Wage Case (matter numbers B/2017/16 and B/2017/19), the Auxiliary Firefighters' Award – State 2016 is hereby reprinted, pursuant to s. 980 of the *Industrial Relations Act 2016*.

I hereby certify that the Award contained herein is a true and correct copy of the Auxiliary Firefighters' Award – State 2016 as at 1 September 2017.

Dated 1 September 2017.

[L.S.] J. Steel
Industrial Registrar

AUXILIARY FIREFIGHTERS' AWARD - STATE 2016

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PART 1 - Title and Operation

1. Title

This Award is known as the *Auxiliary Firefighters' Award - State 2016*.

2. Operation

This Award operates from 1 January 2016.

3. Definitions and interpretation

Act means the *Industrial Relations Act 2016*

ARTEP means the Auxiliary Recruit Training and Education Program

auxiliary firefighter means an employee who is engaged as such within the State of Queensland by Queensland Fire and Emergency Services

Commission means the Queensland Industrial Relations Commission

Commissioner means the Commissioner of Queensland Fire and Emergency Services or the Commissioner's delegate

eligible employee means an employee of the Queensland Fire and Emergency Services who is employed under this Award

other employment includes self-employment

QES means the Queensland Employment Standards contained in Part 3 of Chapter 2 of the Act

union means the United Firefighters' Union of Australia, Union of Employees, Queensland

4. Coverage

This Award applies to:

- (a) The State of Queensland (Queensland Fire and Emergency Services (QFES));
- (b) Auxiliary firefighters as described in clause 3 of this Award; and
- (c) United Firefighters' Union of Australia, Union of Employees, Queensland,

to the exclusion of any other award.

5. The Queensland Employment Standards and this Award

The QES and this Award contain the minimum safety net conditions of employment for employees covered by this Award.

6. Enterprise flexibility

- (a) As part of a process of improvement in productivity and efficiency, discussion should take place at an enterprise level to provide more flexible working arrangements, improvement in the quality

of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.

- (b) The consultative processes established in accordance with clause 6 may provide an appropriate mechanism for consideration of matters relevant to clause 6(a). Union delegates at the place of work may be involved in such discussions.
- (c) Any proposed genuine agreement reached between the Commissioner and employee/s in an enterprise is contingent upon the agreement being submitted to the commission in accordance with Chapter 4 of the Act and is to have no force or effect until approval is given.

PART 2 - Dispute Resolution

7. Disputes resolution

- (a) The objectives of this procedure are to:
 - (i) promote the prompt resolution of grievances by consultation, co-operation and discussion; and
 - (ii) reduce the level of disputation; and
 - (iii) promote efficiency, effectiveness and equity in the workplace.
- (b) To achieve this, there shall be an effective means of consultation between the Queensland Fire and Emergency Services and its employees and the union on all matters of mutual interest and concern, irrespective of whether the matters are likely to give rise to dispute. Particular attention shall be given to both formal and informal means of consultation and information sharing between management and employees.
- (c) Failure to observe this fundamental principle of consultation would be contrary to the intention of this procedure.
- (d) The union shall notify the Commissioner in writing of its duly accredited delegates at all levels.
- (e) This procedure applies to all industrial matters within the meaning of the Act.

Stage 1 - In the first instance, an employee shall inform such employee's immediate supervisor of a claim or the existence of a grievance in writing and they shall attempt to resolve the matter. It is recognised that an employee may wish to exercise the right to consult such employee's union representative during the course of Stage 1.

Stage 2 - If the claim or grievance remains unresolved, the employee or the local union representative on the employee's behalf shall refer the matter to the next in line manager. The manager will consult with the parties. The employee may exercise the right to consult or be represented by such employee's union representative during the course of Stage 2.

Stage 3 - If the claim or grievance remains unresolved, the employee or the union on the employee's behalf, shall refer the matter to the next in line manager (where applicable). The manager will consult with the parties. The employee may exercise the right to consult or be represented by such employee's union representative during the course of Stage 3.

Stage 4 - If the grievance is still unresolved, the manager will advise the Commissioner and the aggrieved employee may submit the matter in writing to the Commissioner if such employee wishes to pursue the matter further. If desired by either party, the matter shall also be notified to the union.

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

Stage 1: Discussions should take place between the employee and such employee's supervisor within 48 hours and the procedure shall not extend beyond 7 days.

Stage 2: Not to exceed 7 days.

Stage 3: Not to exceed 7 days.

Stage 4: Not to exceed 7 days (except where Stage 3 is not applicable in which case the period is not to exceed 14 days).

- (g) If the matter is still unable to be resolved, the parties may seek the assistance of the Commission.
- (h) Until the dispute or grievance is determined (and except when a *bona fide* safety issue is involved), work shall continue in accordance with normal operational procedures existing before the emergence of the dispute or grievance. No party shall be prejudiced as to the final settlement by the continuation of work.

PART 3 - Type of Employment, Consultation and Termination of Employment

8. Type of employment

- (a) Employees are engaged as casual employees in an auxiliary employment capacity.
- (b) An auxiliary firefighter is entitled to be paid 23% casual loading in lieu of paid annual leave and paid sick leave in addition to the ordinary base hourly rate prescribed in clause 12 (rounded to the nearest cent). The loading constitutes part of the casual employee's salary for the purpose of calculating overtime, public holiday payments and late work allowance, where relevant.

9. Anti-discrimination

- (a) In fulfilling their obligations under this Award, the parties must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects. Discrimination includes:
- (i) discrimination on the basis of sex, relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality and association with, or in relation to, a person identified on the basis of any of the above attributes;
 - (ii) sexual harassment; and
 - (iii) racial and religious vilification.
- (b) Nothing in clause 9 is to be taken to affect:
- (i) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;

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

10. Consultation - Introduction of changes

10.1 Employer's duty to notify

- (a) Where the employer decides to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, the union.
- (b) 'Significant effects' includes termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- (c) Where the Award makes provision for alteration of any of the matters referred to in clauses 10.1(a) and (b) an alteration shall be deemed not to have significant effect.

10.2 Employer's duty to consult over change

- (a) The employer shall consult the employees affected and, where relevant, the union, about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 10.1(a).
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, the union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.
- (d) Notwithstanding the provision of clause 10.2(c) the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

PART 4 - Minimum Salary Levels, Allowances and Related Matters

11. Classifications and minimum salary levels

- (a) Classification structure

The classification structure for auxiliary firefighters is as follows-

- (i) **Auxiliary Firefighter** is a generic term used to describe all members of the auxiliary workforce irrespective of rank and role.
- (ii) **Auxiliary Firefighter Grade 1** is a new auxiliary firefighter. These officers undertake all duties (appropriate to their level or training) as allocated by a more senior officer. They have completed FUNIT452 Auxiliary Induction Course and are participating in ARTEP. The pre-operational components of ARTEP (FNA410) must be successfully completed before responding to emergency incidents.

- (iii) **Auxiliary Firefighter Grade 2** is an experienced member of a firefighting crew who undertakes all duties as allocated by a more senior officer. They have completed ARTEP, attained their Medium-Rigid (MR) Vehicle driver's licence and served a minimum of 12 months' continuous and satisfactory operational service. This officer may take on the role of Officer-in-Charge (OIC) in the absence of the Captain or Lieutenant.
- (iv) **Auxiliary Community Safety Officer** is a role that assists an auxiliary station or group of stations to achieve community safety related targets and initiatives. The incumbent must have experience as a qualified auxiliary firefighter or equivalent, however, may elect to not respond to emergency incidents upon appointment to this position. This officer may be responsible for the coordination and/or the delivery of community safety activities.
- (v) **Officer-in-Charge (OIC)** is the most senior auxiliary firefighter at a station, emergency incident or other Queensland Fire and Emergency Services activity.
- (vi) **Lieutenant** is the officer second in charge of a fire station and may take on the role of OIC of the station/incident in the absence of the Captain.
- (vii) **Captain** is the highest rank of auxiliary firefighter. This officer is in charge of a station and is generally responsible for the running, good order and management of the station. This rank is not utilised at 24-hour permanent full-time crewed stations.
- (viii) **Auxiliary Area Training Co-ordinator** is a role that assists an auxiliary station or group of stations to attain and maintain operational skills. This officer may be responsible for the coordination and/or the delivery of training packages.

12. Minimum salary levels

- (a) The minimum base hourly rates payable to auxiliary firefighters are prescribed below:

Classification	Nominal relativity %	Base rate per hour \$
Auxiliary Firefighter Grade 1	95	19.90
Auxiliary Firefighter Grade 2	100	21.03
Lieutenant	108	22.66
Captain	116	24.31
Auxiliary Community Safety Officer	116	24.31
Auxiliary Area Training Co-ordinator	116	24.31

- (b) The minimum base hourly rates incorporate all arbitrated wage adjustments occurring up to and including 1 September 2017.

13. Payment of wages

Wages shall be paid monthly by electronic funds transfer to an employee's nominated account unless otherwise agreed between the employer and the employee concerned.

14. Performance of higher duties and relieving

- (a) Except where clause 14(c) applies, an auxiliary firefighter appointed to relieve an auxiliary firefighter at the rank of Lieutenant or Captain for a period of seven (7) consecutive days or more, and who assumes full duties and responsibilities of the position, shall be paid at the rate equal to the position in which they are relieving for the period of the relief.

- (b) Where the relieving occurs at the rank of Captain, the auxiliary firefighter undertaking the relieving shall receive a *pro rata* payment of the Captain's allowance equal to 1/365 of the total annual allowance for each day of relief.
- (c) An auxiliary firefighter, who takes command of an emergency incident in the absence of the Lieutenant or Captain, shall be remunerated at the hourly rate of Lieutenant for the period in charge. This auxiliary firefighter is also responsible for the completion of all post incident responsibilities of the OIC and shall also be remunerated at the higher rate for these duties.

15. Allowances

15.1 Captains allowance

- (a) Captains shall be paid an annual allowance in compensation for the responsibilities as detailed in the Captains position description.
- (b) Captains allowance is outlined as follows. The allowance shall be payable at the rate of 1/12 of the annual rate per month, in arrears.

<u>Urban Levy Population</u>	<u>Rate per annum</u>
0-1,000	\$1,136
1,001 - 3,000	\$3,409
3,001 - 5,000	\$4,545
5,001 - 8,000	\$5,682
8,001 - 10,000	\$6,818
10,000 +	\$7,954

- (c) Population statistics - the population statistics applicable to urban levy boundaries shall be sourced from the latest Australian Bureau of Statistics National Census.
- (d) Change of circumstances
 - (i) A Captain in receipt of an allowance, who ceases to be eligible for the payment of such allowance due to a change in station staffing strategies, shall continue to receive such allowance for a period of 12 months from the date of the change.
 - (ii) A Captain who transfers between stations shall adopt the allowance applicable to the new station.
 - (iii) A Captain in receipt of an allowance who is demoted through either misconduct proceedings or voluntarily shall cease to receive such allowance from the date of the demotion.
 - (iv) A Captain in receipt of an allowance who voluntarily transfers to another station, at a rank other than Captain, shall cease to receive such an allowance from the date of the transfer.
- (e) An auxiliary firefighter at the rank of Captain shall be paid Captain's Allowance for the first 28 calendar days of any paid period of long service leave.
- (f) An auxiliary firefighter relieving as a Captain in accordance with clause 14 of this Award shall only be entitled to payment of Captains Allowance where such relieving period is for seven days or greater.

15.2 Motor Vehicle Allowance

- (a) Where the employer requires an employee to use their own vehicle in or in connection with the performance of their duties, such employee will be paid an allowance for each kilometre of authorised travel as follows:
 - (i) motor vehicle - \$0.76 per kilometre; and
 - (ii) motorcycle - \$0.26 per kilometre.
- (b) The employer may require an employee to record full details of all such official travel requirements in a log book.
- (c) Motor vehicle allowance is only payable for travel to an authorised event, structured training course or other approved QFES related activity which is in excess of the distance between their permanent residence/other employment and their home station.

15.3 On call allowance

Where an auxiliary firefighter agrees, upon request, to be available on call the auxiliary firefighter will be paid an allowance for each 12 hour period on call, or part thereof, in accordance with the following scale:

Firefighter Grade 1 or Grade 2	\$10.69
All other classifications	\$11.47

15.4 Retention allowance

Auxiliary firefighters shall be entitled to be paid annual retention allowances in accordance with the following provisions:

- (a) To be entitled to the retention allowance, an auxiliary firefighter must be employed as an auxiliary firefighter for the whole of the 12 month period prior to 1 January each year.
- (b) The retention allowance will be paid annually by the end of February each year in recognition of attendance achieved for the 12 month period ending the previous 31 December.
- (c) Payment of the first retention allowance will be made in February 2017 for attendance achieved in the year ending 31 December 2016.
- (d) Retention allowances are payable as follows:

Attend at least 75% scheduled weekly training	Attend at least 50% but less than 75% of actual call-outs	Attend at least 75% of actual call-outs
Annual rate payable for year ending 31 Dec each year	Annual rate payable for year ending 31 Dec each year	Annual rate payable for year ending 31 Dec each year
\$723	\$517	\$723

15.5 Adjustment of allowances

- (a) Allowances specified in clauses 15.1, 15.3 and 15.4 will be automatically increased from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the commission adjusting minimum wage rates in this Award.
- (b) At the time of any adjustment to the wage rates in this Award, the expense related allowance at clause 15.2, will be automatically increased by the percentage movement in the private motoring sub-group as published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (c) For the purpose of clause 15.5(b), the applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capital Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0)</u>
Motor vehicle allowance (last adjusted 1 September 2014)	Private motoring sub-group

16. Superannuation

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

PART 5 - Hours of Work and Related Matters

17. Hours of work

- (a) Due to the nature of emergency work performed by auxiliary firefighters covered by this Award, hours of work may be performed over seven days of the week and at any time within the day.
- (b) The maximum ordinary hours of work are 10 hours per day, 10 consecutive hours per occasion and 38 hours per week.
- (c) There are no minimum ordinary weekly hours of work, except where provided in clause 22 (Call-in).

18. Weekend penalty rates

- (a) Except where an auxiliary firefighter is undertaking training, all ordinary hours worked between midnight Friday and midnight Sunday shall be paid a penalty rate applied to their base hourly rate for all such time worked.
- (b) The penalty rate shall increase over a transition period in accordance with the following timetable:

	Penalty rate payable as from 1 January 2016	Penalty rate payable as from 1 July 2016	Penalty rate payable as from 1 July 2017	Penalty rate payable as from 1 January 2018	Penalty rate payable as from 1 July 2018
Percentage of base hourly rate per hour for Saturday work	128%	135%	150%	150%	150%
Percentage of base hourly rate per hour for Sunday work	128%	135%	150%	175%	200%

- (c) The penalty rate prescribed above is not payable for those ordinary hours worked on public holidays, where the auxiliary firefighter is to be paid as prescribed in clause 26(b).

19. Late work

- (a) Except where undertaking training, an auxiliary firefighter working ordinary hours between 1800 and 0600, Monday to Friday inclusive, is to be paid a penalty rate per hour for all such time worked.
- (b) The rate of the allowance shall increase over a transition period in accordance with the following timetable:

	Penalty rate payable as from 1 January 2016	Penalty rate payable as from 1 July 2016	Penalty rate payable as from 1 July 2017
Percentage of casual hourly rate per hour	105%	110%	115%

- (c) The penalty rate prescribed above is not payable for those ordinary hours worked between midnight Friday and midnight Sunday, or on public holidays, where the provisions of clause 18 or clause 26, as the case may be, apply.

20. Meal breaks

Subject to emergency circumstances, employees will be allowed a 30 minute paid meal break during work periods exceeding 4 hours in duration.

21. Rest pauses

- (a) All auxiliary firefighters are entitled to a paid rest pause of 10 minutes duration in the employer's time for work periods exceeding 4 hours but less than 6 hours in duration.
- (b) Where work periods are 6 hours or greater, employees will be entitled to a paid 10 minute rest pause in the 1st and 2nd half of the employee's work period.
- (c) All rest pauses shall be taken at such times as will not interfere with the continuity of work where such continuity is necessary.

22. Call-in

- (a) An auxiliary firefighter called in for duty shall be paid the appropriate rate for time worked for each call-in with a minimum of 2 hours' payment. However, any subsequent call-in which commences within 2 hours of the commencement of a previous call-in shall be deemed to be included in the previous call-in.
- (b) Claims for payment are to be made to the nearest 15 minute interval, with a minimum payment of 2 hours for each event.
- (c) Paid time for attendance at emergency incidents shall commence from the time the auxiliary firefighter receives a call/page and conclude upon completion of post-incident responsibilities.
- (d) Auxiliary firefighters who respond to the station and who are not required to initially turn out shall remain on duty until whichever of the following occurs first:
 - (i) a "stop" call is received;
 - (ii) the OIC directs them to "stand down" and await further advice; or
 - (iii) one hour from the initial call/page has passed.
- (e) Remuneration claims for individual tasks undertaken in connection with authorised projects or administrative responsibilities, e.g. phone calls, are to be accumulated on the basis of actual hours worked, to the nearest 15 minute interval, during the respective pay period and claimed as a lump sum.

23. Overtime

- (a) All authorised overtime worked by an employee in excess of the ordinary hours of work as prescribed at clause 17(b), on a Monday to Saturday, inclusive, shall be paid at the rate of time and a half for the first 3 hours and double thereafter.
- (b) All overtime worked by an employee in excess of the ordinary hours of work as prescribed at clause 17(b) on a Sunday shall be paid at the rate prescribed in the timetable at Clause 18(b)
- (c) Overtime is to be calculated to the nearest quarter of an hour.

PART 6 - Leave of Absence and Public Holidays

24. Long service leave

- (a) Long service leave is provided for in Division 9 of the QES.
- (b) In lieu of the provisions of sections 95(2)(a) and (b) of the Act, auxiliary firefighters who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay, for each year of continuous service and a proportionate amount for an incomplete year of service. 'Full pay' will be calculated in accordance with the provisions in the Act for casual employees.

25. Parental leave

Unpaid parental leave is provided for in Division 8 of the QES.

26. Public holidays

- (a) Public holidays are provided for in Division 10 of the QES. Clauses 26(b) and (c) supplement the QES provisions.
- (b) An auxiliary firefighter who is required to work on a public holiday will be paid at the rate of double time and one-half for any hours worked, with a minimum payment of 4 hours' work for the day.
- (c) Where an alternative day is declared for a public holiday, the penalty payment and minimum payment prescribed in clause 26(b) shall only be payable for work performed on the day normally attributable to the public holiday (e.g. 1 January) and not another substituted day in lieu.

PART 7 - Fares and Travelling

27. Fares and travelling - Payment for travel time

- (a)
 - (i) Where an auxiliary firefighter is required to travel to attend a structured training course or other approved QFES related activity and suffers a loss of ordinary wages (i.e. from other employment) as a direct result (e.g. required to take time off without pay), they may apply for compensation.
 - (ii) Upon provision of satisfactory evidence, the delegate may approve payment for this time at the auxiliary firefighter's base rate per hour lost up to a maximum of eight hours per day.
- (b) An auxiliary firefighter will not be remunerated for any time spent travelling to attend a structured training course or other approved QFES related activity, under any other circumstances.

PART 8 - Personal Protective Equipment

28. Uniforms

- (a) All necessary uniforms and overalls shall be supplied by the employer free of cost to the employee. An auxiliary firefighter shall make every reasonable effort to maintain all such property in a clean and serviceable condition.
- (b) The cost of all necessary cleaning of employees' firefighting apparel such as turnout coat, overtrousers and gloves shall be borne by the employer provided that an employee authorised by the employer shall decide when such items require cleaning.
- (c) Boots shall be supplied by the employer, at no cost to the employee.
- (d) Where an employee is able to establish, to the satisfaction of the employer, that there is a requirement for boots to be made to measure, the employer shall provide such boots.

PART 9 - Union Related Matters

29. Union encouragement

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

- (b) An application for union membership and information on the union will be provided to all employees at the point of engagement.
- (c) Information on the union will be included in induction materials.
- (d) Union representative/s will be provided with the opportunity to discuss union membership with new employees.

30. Union delegates

- (a) The parties acknowledge the constructive role democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.
- (b) Employees will be given full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.
- (c) Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- (d) Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.
- (e) Delegates who are invited by QFES to attend workshops, conferences and meetings may, at the discretion of QFES, be remunerated at their ordinary casual hourly rate (including the 23% loading), plus applicable motor vehicle allowances. Travel time up to a maximum of 8 hours per day may only be paid where the auxiliary firefighter incurs a loss of wages from other employment.

31. Right of entry

- (a) Authorised industrial officer
 - (i) An 'authorised industrial officer' is any union official holding a current authority issued by the Industrial Registrar.
 - (ii) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the union.
- (b) Entry procedure
 - (i) An authorised industrial officer may enter a workplace at which the employer carries on a calling of the officer's organisation, during the employer's business hours to exercise a power under Chapter 9, Part 1, Division 5, Subdivision 2 of the Act as long as the authorised industrial officer:
 - (A) has notified the employer or the employer's representative of the officer's presence; and
 - (B) produces their authorisation, if required by the employer or the employer's

representative.

- (ii) Clause 31(b)(i) does not apply if, on entering the workplace, the officer discovers that neither the employer nor the employer's representative having charge of the workplace is present.
- (iii) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (iv) If the authorised industrial officer does not comply with a condition of clause 31(b)(i) the authorised industrial officer may be treated as a trespasser.

(c) Inspection of records

- (i) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 339 of the Act.
- (ii) An authorised industrial officer is entitled to inspect such time and wages records of any current employee except if the employee:
 - (A) is ineligible to become a member of the authorised industrial officer's union; or
 - (B) has made a written request to the employer that they do not want their record inspected.
- (iii) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (iv) A person must not, by threats or intimidation, persuade or attempt to persuade an employee or prospective employee to make, or refuse to make, a written request to the employer or prospective employer that the record not be available for inspection by an authorised industrial officer.

(d) Discussions with employees

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

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

(e) Conduct

- (i) The employer must not obstruct the authorised industrial officer exercising their right of entry powers.
- (ii) An authorised industrial officer must not wilfully obstruct the employer, or an employee during the employee's working time.

Note: Clause 31 - Right of entry, deals with comparable provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to Chapter 9, Part 1, Division 5 of the Act as amended from time to time.

By the Commission,
[L.S.] J. STEEL,
Industrial Registrar.