

CITATION: *Albion Park Harness Racing Club Incorporated and
The Brisbane Greyhound Racing Club Award - State 2005*
Reprint of Award - 1 November 2010
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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 698 - reprint of award

**ALBION PARK HARNESS RACING CLUB INCORPORATED AND THE BRISBANE
GREYHOUND RACING CLUB AWARD - STATE 2005**

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Albion Park Harness Racing Club Incorporated and The Brisbane Greyhound Racing Club Award - State 2005 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Albion Park Harness Racing Club Incorporated and The Brisbane Greyhound Racing Club Award - State 2005 as at 1 September 2010.

Dated 1 November 2010.

[L.S.] G.D. Savill
Industrial Registrar

**ALBION PARK HARNESS RACING CLUB INCORPORATED AND THE BRISBANE
GREYHOUND RACING CLUB AWARD - STATE 2005**

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Albion Park Harness Racing Club Incorporated and The Brisbane Greyhound Racing Club Award - State 2005.

1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 25 May 2005.

1.4 Award coverage

1.4.1 This Award applies to employees of Albion Park Harness Racing Club and the Brisbane Greyhound Racing Club as employers who are engaged in or in connection with the operations of Totalisators and ground employees at Albion Park, (both Day and Night Meetings), and for whom classifications and rates of pay appear herein.

1.5 Definitions

1.5.1 "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.

1.5.2 "Commission" means the Queensland Industrial Relations Commission.

1.5.3 "Union" means the "The Australian Workers' Union of Employees, Queensland".

1.5.4 "Level" means the skill and wages level to which an employee is assigned, and shall also include any one or more functions defined in any lower level, which an employee may be required to perform.

1.6 Parties bound

This Award is legally binding on the employer(s) and employees as prescribed by clause 1.4, the Union and its members.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Consultative mechanisms and procedures in the workplace

- 3.1.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industries covered by this Award and to enhance the career opportunities and job security of employees in such industries.

3.2 Grievance and dispute settling procedure

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

- 3.2.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.2.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.2.5.
- 3.2.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.2.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.2.2 will not result in resolution of the dispute.
- 3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.2.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.2.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.2.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the

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

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

4.1 Contract of employment

- 4.1.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award provided that such duties are not designed to promote deskilling.
- 4.1.2 An employer may direct an employee to carry out such duties and use such equipment as may be required provided that the employee has been properly trained in the use of such equipment.
- 4.1.3 Any direction issued by an employer pursuant to clauses 4.1.1 and 4.1.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- 4.1.4 An employee shall on commencing employment or on transfer or promotion be provided by the employer with a written statement outlining the employee's:
- (a) classification and duties;
 - (b) ordinary hours of employment and roster arrangements;
 - (c) rate of pay;
 - (d) date of appointment or transfer or promotion.

4.2 Mixed functions

Where an employee performs work, which is covered by more than one of the classifications contained in this Award during the one engagement, the employee shall be paid the rate applicable to the higher classification for the whole engagement.

4.3 Anti-discrimination

- 4.3.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:
- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
 - (b) sexual harassment; and
 - (c) racial and religious vilification.
- 4.3.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.2, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.3.3 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.
- 4.3.4 Nothing in clause 4.3 is to be taken to affect:
- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
 - (b) an employee, employer or registered organisation pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.4 Continuity of service - transfer of calling

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Definitions of classification

- 5.1.1 *Totalisator Operative Level 1* - Employee responsible for the overall control and conduct of the Totalisator.
- 5.1.2 *Totalisator Operative Level 2* - Employee responsible for the running of a Totalisator House and the overseeing of other employees.
- 5.1.3 *Totalisator Operative Level 3* - Employee responsible for the cash control including preparation, dissection and amalgamation of all monies required at a race meeting, and who is also required to perform the duties of a Totalisator Operative Level 4.
- 5.1.4 *Totalisator Operative Level 4* - Employee responsible for the cash control within a Totalisator House including preparation, cash flow and amalgamation of all cash under their control.
- 5.1.5 *Totalisator Operative Level 5* - Includes employees required to exercise the following skills:
- (a) Handling cash in the selling and paying out of Totalisator tickets.
 - (b) Entering race day schedules and control of a racing venue as part of a race day meeting.
 - (c) Routine maintenance of ticket issuing machines.
- 5.1.6 *Totalisator Operative Level 6* - Includes probationary employees including new employees who have not been previously engaged by the Company, serving a 3 month probationary period during which time that employee is subject to training and assessment.
- 5.1.7 *Totalisator Operative Level 7* - Employees under the age of 18 years, required to post dividends and run messages.
- 5.1.8 *Ground Employee Level 1* - Employee responsible for supervising other employees and is capable of a wide range of tasks.
- 5.1.9 *Ground Employee Level 2* - Employee who performs work as a gateman, ticket taker, token seller and turnstile attendant who engages in financial transactions with the public, or a Kennel Attendant.
- 5.1.10 *Ground Employee Level 3* - Employee who performs work as a gateperson, ticket taker and or turnstile attendant who does not engage in financial transactions with the public.
- 5.1.11 *Ground Employee Level 4* - Employee at this level performs work of General Attendant (which includes Cloakroom and Toilet Attendant), Patrol Person, and a fence person.

5.2 Wage rates

5.2.1 The following classifications shall be paid the casual rates per day prescribed hereunder:

(a)	Totalisator Operative Level 1	\$137.59	per 6 hour engagement;
	Totalisator Operative Level 2	\$131.75	per 6 hour engagement;
	Totalisator Operative Level 3	\$119.61	per 5 hour engagement;
	Totalisator Operative Level 4	\$114.06	per 5 hour engagement;
	Totalisator Operative Level 5	\$113.29	per 5 hour engagement;
	Totalisator Operative Level 6	\$113.28	per 5 hour engagement;
	Totalisator Operative Level 7	\$86.64	per 5 hour engagement;
(b)	Ground Employee Level 1	\$101.12	per 5 hour engagement;
	Ground Employee Level 2	\$100.02	per 5 hour engagement;
	Ground Employee Level 3	\$99.72	per 5 hour engagement;
	Ground Employee Level 4	\$99.22	per 5 hour engagement;

Note 1: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of

an agreement is not required.

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

5.3 Allowances

Any employee required to commence work on any race day prior to 11.30 a.m. shall be given a total of twenty minutes for meal break(s) to be taken as mutually agreed between the employer and the employee(s) and shall be paid a meal allowance of \$9.60.

5.4 Payment of wages

5.4.1 Wages shall be paid once a week in the employer's time otherwise waiting time shall be paid for.

5.4.2 Each employee shall be supplied with a statement setting out the total amount earned at ordinary rates, the amount earned at overtime rates, and any additional amounts together with particulars of items for which deductions have been made.

5.4.3 Where practicable, all wages shall be paid by Electronic Funds Transfer (EFT) directly into an employee's account in any financial institution with EFT facilities nominated by the employee prior to normal ceasing time on the nominated pay day.

5.4.4 Payment of wages shall be made weekly at the discretion of the employer by one of the following means:

- (a) cash;
- (b) cheque; and
- (c) payment directly into an employee's nominated bank account, credit union or Building Society Account without cost to the employee, by EFT, as nominated by the employer.

5.4.5 Where an employee is paid in cash, payment for work performed during such a pay cycle shall not be held by the employer for a period in excess of 2 days. Payment must be prior to normal ceasing time on the nominated pay day.

5.4.6 In the case of dismissal of an employee or of an employee leaving the service of the employer after the prescribed notice has been given, the employee shall be paid all wages due to the employee within 15 minutes of ceasing work otherwise payment at ordinary rates shall be made up to the time payment is effected.

5.4.7 In the event of any employee leaving without notice the employee shall be paid all wages due as soon as practicable, and in any event within 24 hours of the termination of the employee's employment, and if the employee is not so paid the employee shall for such time as shall elapse between the termination of employment and payment of all monies due to the employee be paid at the ordinary rate of wages but such employee shall not be entitled to payment for more than 8 hours in any one day:

Provided that where the employer is prevented by flood, fire or other cause beyond the employer's control from making payment within the prescribed time, waiting time shall not be payable.

5.5 Deductions from wages

The employer shall, on the request in writing by any employee, pay to the relevant Union, out of the money due to such employee in respect of wages, the annual contribution of such employee as a member of that Union.

5.6 Superannuation

5.6.1 In addition to the rates of pay prescribed by this Award, eligible employees, as defined herein, shall be entitled to Occupational Superannuation Benefits, subject to the Racing Industry Employees' Occupational Superannuation Award - State 2003.

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

6.1 Hours of work

6.1.1 The commencing and ceasing time of the ordinary working hours shall be as required by the employer in accordance with the exigencies in respect of each of each race meeting. Subject to the limitations of hours in respect of each classification of employees as set out in clause 5.2.

6.1.2 *All time worked* - All time worked between midnight Saturday and midnight Sunday shall be at the rate of double time in accordance with clause 6.1.1 and clause 5.2.

6.2 Abandoned, postponed or "phantom" meeting

6.2.1 In the case of a postponement or abandonment of a meeting the rate payable will be:

- (a) An employee reporting for duty at the course, shall, unless a public announcement is made in the press or by radio or the employee is informed by the employer not later than 3 hours prior to the advertised or starting of the first race in the cases of all Levels 1, 2 and 3, and 2 hours prior to the said advertised time in all other cases for a meeting within a radius of 15 kms of the General Post Office, Brisbane, be entitled to receive payment for a period of 2 hours at the appropriate hourly rate.
- (b) In the event of a meeting being cancelled or postponed after the commencement of work on the schedule programme for the day, an employee shall be entitled to be paid 4 hours at the appropriate hourly rate.
- (c) In the case of a "Phantom" meeting only those persons previously advised will be required to report for duty, and will be paid the rate prescribed as clause 5.2.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Public holidays

7.1.1 Subject to clause 7.1.7 all work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

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

7.1.2 Labour Day

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

7.1.3 Annual show

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

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

7.1.4 Employees who do not work Monday to Friday of each week

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

- (a) A full-time employee is entitled to either payment for each public holiday or a substituted day's leave.
- (b) A part-time employee is entitled to either payment for each public holiday or a substituted day's leave:

Provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.

- (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (d) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25th December) is to be paid at the rate of double time.
- (e) Nothing in clause 7.6.4 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

7.1.5 *Double time and a-half*

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

7.1.6 *Stand down*

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

7.1.7 *Substitution*

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

7.2 **Long service leave**

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

7.3 **Jury service**

- (a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.
- (b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.
- (c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- (d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
- (e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

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

No provisions inserted in this Award relevant to this Part.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training and education

9.1.1 The parties to this Award recognise that in order to increase the efficiency and productivity of the Company, a greater commitment to training and skill development consistent with the size, nature and needs of the Company may be required.

9.1.2 Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
- (c) removing barriers to the utilisation of skills acquired.

9.1.3 Consultation shall take place between the employer and employees on the following:

- (a) formulation of a training program consistent with the size, nature and needs of the Company and availability of training courses and career opportunities to employees;
- (b) dissemination of information on the training program and availability of training courses and career opportunities to employees.

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

No provisions inserted in this Award relevant to this Part.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry procedure

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
 - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
 - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 10.11.2 the authorised industrial officer may be treated as a trespasser.

11.1.3 Inspection of records

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current

employee except if the employee:

- (i) is ineligible to become a member of the Union; or
 - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
 - (iii) has made a written request to the employer that they do not want their record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 *Discussions with employees*

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

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Posting of Award

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

11.4 Union encouragement

Preamble

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

11.4.1 Documentation to be provided by employer

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

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

11.4.2 Union delegates

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

Dated 25 May 2005.

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

Operative Date: 25 May 2005
Repeal of Industrial Agreement and New Award - Albion
Park Harness Racing Club Incorporated and The Brisbane
Greyhound Racing Club Award - State 2005.
Released: 4 July 2005