

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

BRISBANE CITY COUNCIL - BUS TRANSPORT EMPLOYEES' AWARD 2003

Following the Declaration of the General Ruling in the 2016 State Wage Case (matter numbers B/2016/10 and B/2016/11), the Brisbane City Council Bus Transport Employees' Award 2003 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 Brisbane City Council Bus Transport Employees' Award 2003 as at 1 September 2016.

Dated 1 September 2016.

[L.S.] J. Steel
Industrial Registrar

BRISBANE CITY COUNCIL - BUS TRANSPORT EMPLOYEES' AWARD 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Brisbane City Council Bus Transport Employees' Award 2003.

1.2 Arrangement

| Subject Matter | Clause No. |
|--|------------|
| PART 1 - APPLICATION AND OPERATION | |
| Title | 1.1 |
| Arrangement | 1.2 |
| Award coverage | 1.3 |
| Date of operation | 1.4 |
| Definitions | 1.5 |
| Parties bound | 1.6 |
| Leave reserved | 1.7 |
| PART 2 - FLEXIBILITY | |
| Enterprise flexibility | 2.1 |
| PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION | |
| Grievance and dispute settlement procedure | 3.1 |
| PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS | |
| Employment categories | 4.1 |
| Casual employment | 4.2 |
| Permanent part-time bus operator or conductor | 4.3 |
| Anti-discrimination | 4.4 |
| Termination of employment | 4.5 |
| Continuity of service - transfer of calling | 4.6 |
| PART 5 - WAGES AND WAGE RELATED MATTERS | |
| Wages | 5.1 |
| Classification definitions | 5.2 |
| Progression | 5.3 |

| Subject Matter | Clause No. |
|---|------------|
| Articulated bus allowance | 5.4 |
| Waiting time | 5.5 |
| Waiting time functions | 5.6 |
| Times for signing on or off | 5.7 |
| Dirty work | 5.8 |
| Work in rain | 5.9 |
| Dirty toilets | 5.10 |
| Signing on and off at home yard or garage | 5.11 |
| Employees called to head office | 5.12 |

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

| | |
|--|------|
| Hours | 6.1 |
| Extra payments for afternoon and night shift | 6.2 |
| Special night allowance | 6.3 |
| Overtime | 6.4 |
| Distribution | 6.5 |
| Meal time | 6.6 |
| Minimum hours | 6.7 |
| Reporting for duty | 6.8 |
| Day off | 6.9 |
| Saturday and Sunday time | 6.10 |
| Spread of hours | 6.11 |
| Interval between shifts | 6.12 |
| Cancelled work | 6.13 |
| Late services | 6.14 |

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

| | |
|-------------------|-----|
| Annual leave | 7.1 |
| Public holidays | 7.2 |
| Family leave | 7.3 |
| Bereavement leave | 7.4 |
| Sick leave | 7.5 |
| Jury service | 7.6 |

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

| | |
|-----------------|-----|
| Travelling time | 8.1 |
|-----------------|-----|

PART 9 - TRAINING AND RELATED MATTERS

| | |
|----------|-----|
| Training | 9.1 |
|----------|-----|

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

| | |
|------------------------|------|
| Change money | 10.1 |
| Sanitary accommodation | 10.2 |
| Uniforms | 10.3 |
| Notice to be measured | 10.4 |
| Overalls | 10.5 |
| Accident reports | 10.6 |

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

| | |
|-----------------------|------|
| Right of entry | 11.1 |
| Time and wages record | 11.2 |
| Union encouragement | 11.3 |
| Award posting | 11.4 |

| | |
|--------------------------------------|------------|
| Service standards | Schedule 1 |
| Times for signing on and signing off | Schedule 2 |
| Award amendment | Schedule 3 |

1.3 Award coverage

This Award applies within the area of the Brisbane City Council Regional Bus Operations, to those employees of the Brisbane City Council (Brisbane Transport) who are employed in cleaning, maintenance, shunting, driving or conducting activities.

1.4 Date of operation

1.4.1 This Award takes effect from 29 September 2003.

1.4.2 Subject to clause 1.4.3, Parts 1 to 11 and Schedules 1 and 2 following Part 11 will continue in operation until the commencement of the first full pay period after 1 April 2006 upon which date those parts of the Award shall cease to operate. Schedule 3 of this Award shall not commence to operate until the date upon which Parts 1 to 11 and Schedules 1 and 2 cease operating in accordance with this clause upon which date Schedule 3 shall commence to operate in lieu thereof.

1.4.3 Clause 1.4.2 shall not apply to clauses 5.1 and 5.2 of this Award which shall cease to operate on 24 February 2006. Clauses 5.1 and 5.2 of Schedule 3 shall commence to operate as and from 24 February 2006.

1.5 Definitions

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

1.5.2 The "Commission" means the Queensland Industrial Relations Commission.

1.5.3 The "Council" means the Brisbane City Council (Brisbane Transport)

1.5.3 "Union" means the Australian Rail, Tram and Bus Industry Union of Employees, Queensland Branch.

1.6 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.3 and their employers, and the Union and its members.

1.7 Leave reserved

Leave is reserved to the parties regarding the following matters:

1.7.1 Waiting time functions

1.7.2 Work in rain

1.7.3 Hours

1.7.4 Mealtime

1.7.5 Saturday and Sunday time

1.7.6 Annual leave

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 Grievance and dispute settling procedure

Through this procedure the parties aim to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, co-operation and discussion and the avoidance of interruption to work performance.

3.1.1 During any dispute, other than a Workplace Health and Safety matter, the *status quo* existing immediately prior to the matter giving rise to the dispute will remain and work shall continue as it was prior to the dispute without stoppage or the imposition of any ban, limitation or restriction.

3.1.2 No party shall be prejudiced as to final settlement by the continuance of work in accordance with clause 3.1. Notwithstanding any other provisions having application to the Council, any grievance or dispute shall be handled as follows:

Stage 1 - Discussions between the employee/s and team leader and at the request of the relevant Union, shop steward/delegate.

Stage 2 - Discussions involving the employee/s, the shop steward/s and relevant Union secretary/organiser or nominated delegates with the relevant line manager and an HR consultant or other person nominated by the manager, employment arrangements.

Stage 3 - Discussions involving relevant Union secretary/organiser or nominated delegates with divisional manager and manager, employment arrangements or nominated delegate.

3.1.3 A dispute shall not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate level.

3.1.4 There shall be a commitment by the parties to achieve adherence to this procedure, including the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute. Throughout all stages of the procedure, all relevant facts shall be clearly identified and recorded.

3.1.5 Sensible time limits shall be allowed for the completion of the various stages of the discussions. Discussions outlined in stages 1 and 2 of clause 3.1.2 should, if possible, take place within 24 hours after the request of the employee or the employee's representative. At least 7 days should be allowed for all stages of the discussions to be finalised.

3.1.6 Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Commission for resolution.

3.1.7 In order to allow for peaceful resolution of grievances, the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work, while the procedures of negotiation and conciliation are being followed.

3.1.8 The parties shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the workplace.

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

4.1 Employment categories

4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment. An acknowledgment of receipt should be in writing.

Employment categories are:

(a) full-time;

(b) casual (as prescribed in clause 4.2);

(c) permanent part-time bus operator or conductor (as prescribed in clause 4.3).

4.2 Casual employment

4.2.1 A casual employee is an employee who is engaged on an hourly basis.

- 4.2.2 A casual employee will be engaged for a minimum period of work of 2 hours duration and will only be paid for work performed.
- 4.2.3 There will be a maximum of 2 work periods each day. A work period shall be deemed not to be ended by the taking of a meal break, if the employee resumes work immediately following such break.
- 4.2.4 Casual employees can perform work to a maximum of 32 hours per week averaged over a 12 month period.
- 4.2.5 Casual employees will be paid a loading of 23% in lieu of annual leave and sick leave.
- 4.2.6 Casual employees will be paid overtime at the rate of time and a-half for all hours worked in excess of 62 hours in a pay fortnight, except that hours worked where the employee is engaged in training will be paid as Stand Alone time and not considered for the purpose of calculation of this overtime payment.

4.3 Permanent part-time bus operator or conductor

- 4.3.1 A permanent part-time bus operator or conductor is a full-time employee whose ordinary rostered working hours shall not be less than 12 hours or more than 32 hours per week.
- 4.3.2 A part-time bus operator or conductor shall be rostered to work a minimum of 3 hours per work period.
- 4.3.3 For the purposes of clause 4.3, a work period shall be deemed not to be ended by taking of a meal break, if the employee resumes work immediately following such break.
- 4.3.4 A meal break shall not be taken until at least 2 hours have been worked within a rostered period of work and must be taken within 5 hours of commencing work provided it is practical to do so.
- 4.3.5 A part-time employee shall be entitled to a meal break of not less than 30 minutes nor more than 55 minutes.
- 4.3.6 Upon engagement, the employer and the part-time employee shall agree in writing to the usual number of ordinary hours to be worked each week, provided that the agreed number of hours may be varied by further agreement or by the employer upon giving 21 days' notice to the employee where changes to available work have occurred.
- 4.3.7 Any variation to the number of hours to be worked in clause 4.3.6 shall be recorded in writing.
- 4.3.8 A part-time employee shall be paid for each hour of ordinary time worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.
- 4.3.9 All time worked in excess of the agreed rostered hours will be paid as overtime. The maximum agreed rostered hours per day will be 8 hours. Overtime will be paid on a daily basis and shall be paid at the rate of time and a-half for the first 3 hours and double time thereafter.
- 4.3.10 Subject to clause 4.3, all allowances which apply to full-time bus operators or conductors shall apply to part-time employees subject to the same conditions, on the following basis:
- (a) Weekly and daily allowances shall be paid on a *pro-rata* basis.
 - (b) Hourly rate allowances shall be paid on the same basis as full-time bus operators or conductors.
- 4.3.11 (a) Where a public holiday falls on a day upon which a part-time employee is rostered to work, that employee shall be paid the number of hours that the employee was rostered on that day.
- (b) A part-time employee's regular roster shall not be altered to avoid the obligation of clause 4.3.11(a) above.
- 4.3.12 A part-time employee shall be entitled to annual leave which shall accrue in the proportion of the actual ordinary hours worked per week to the full-time ordinary weekly wage prescribed for the appropriate classification in this Award based upon a standard 4 weeks' annual leave period.
- 4.3.13 Part-time bus operators will be eligible for progression between classifications as provided for in clauses 5.2 and 5.3 of this Award. Part-time bus operators must accrue 1976 hours of ordinary time worked or approved paid leave for attainment of each pay point increment.

4.4 Anti-discrimination

- 4.4.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as 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.

4.4.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1, 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.

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

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

(a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;

(b) an employee, employer or registered organization, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.5 Termination of employment

4.5.1 Statement of employment

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

4.5.2 Termination by employer

(a) In order to terminate the employment of an employee the employer shall give the following notice:

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

(b) In addition to the notice in clause 4.5.2(a), employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, shall be entitled to an additional week's notice.

(c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(d) In calculating any payment in lieu of notice the ordinary time rate of pay for the employee concerned shall be used.

(e) The period of notice in clause 4.5.2(a) shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

4.5.3 Termination by employee

When an employee has been 3 months in the service of the employer, one week's notice in writing of the termination of employment shall be by the employee or in lieu thereof a maximum of one week's wages shall be paid or forfeited.

4.6 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 Wages

| | Per week \$ |
|------------------------------------|----------------|
| Bus assistant level 1 | 510.00 |
| Bus assistant level 2 | 520.00 |
| Bus assistant level 3 | 530.00 |
| Bus conductor 4 | 515.00 |
| Bus operator level 1 | 552.20 |
| Bus operator level 2 | 562.40 |
| Bus operator level 3 - pay point 1 | 567.60 |
| Pay point 2 | 572.70 |
| Bus operator level 4 - pay point 1 | 582.90 |
| Pay Point 2 | 588.00 |
| Pay Point 3 | 593.10 |
| Pay Point 4 | 598.30 |
| Pay Point 5 | 604.40 |

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, 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.

5.2 Classification definitions

5.2.1 *Bus Assistant Level 1* - The Bus Assistant Level 1 would be expected to provide an effective service in the depot to enable the safe and efficient operation of Council buses. Assistants work under close direction and perform clearly defined, routine functions. Assistants will be responsible for the timeliness and quality of their own work, with instruction and assistance being readily available.

At this entry level it is expected that the assistant would participate in all necessary training associated with the role.

The role would typically include the use of skills in such areas as:

- general area cleaning and maintenance;
- operating departmental radio networks;
- signalling drivers who are manoeuvring vehicles in Depot yard; and
- performing various administrative procedures.

5.2.2 *Bus Assistant Level 2* - The Bus Assistant Level 2 would be expected to provide an effective service in the depot to enable the safe and efficient operation of Council buses. Assistants work under direction and perform functions defined by well established routines and procedures. Assistants will be responsible for managing the timeliness and quality of their own work, with instruction and assistance being readily available.

Progression to this level requires satisfactory attainment of skills required for a Bus Assistant Level 1, with competency confirmed. At this level it is expected that the assistant would participate in all necessary training associated with the role.

In addition to the skills acquired in Bus Assistant Level 1, this role would typically include the use of skills in such areas as:

- operating all types of buses and depot vehicles within the depot;
- inspecting and checking tyres on buses and depot vehicles;
- performing service and support duties such as fuelling;
- carrying out minor body and electrical repairs;
- recording fuel and oil quantities on computer; and
- general cleaning on all types of buses and depot vehicles.

5.2.3 *Bus Assistant Level 3* - The Bus Assistant Level 3 would be expected to provide an effective service both within the depot environment and other areas as required, to enable the safe and efficient operation of Council buses. Assistants work under routine direction and perform functions of increasing complexity defined by established routines, procedures and guidelines. Assistants will be responsible for managing the timeliness and quality of their own work, with limited scope to exercise initiative in the application of established work procedures, with instruction and assistance being available.

Progression to this level requires satisfactory attainment of skills required for a Bus Assistant Level 2, with competency confirmed. At this level it is expected that the assistant would participate in all necessary training associated with the role.

In addition to the skills acquired in Bus Assistant Level 2, this role would typically include the use of skills in such areas as:

- operating all types of vehicles on the road;
- performing grease and oil changes;
- determining correct oils for buses;
- removing, replacing, repairing, re-grooving, sending tyres for re-treading;
- courier;
- placing advertisements on buses; and
- steam cleaning.

A bus licence is a pre-requisite for this position.

5.2.4 *Bus Conductor* - The Conductor would be expected to provide an effective ticketing service and effective customer relations' service in all contacts with the Council's bus passengers and general public. Conductors work under routine direction and perform functions defined by established routines and procedures. Conductors will be responsible for managing the timeliness and quality of their own work, with scope to exercise initiative in the application of established work procedures and guidelines, with instruction and assistance being available.

At this level it is expected that the conductor would participate in all necessary training associated with the role.

The role would typically include the use of skills in such areas as:

- operating and issuing tickets;
- ensuring correct revenue collected;
- balancing and accounting for all tickets to ensure correct money has been received;
- liaising and communicating with passengers, general public and Council staff to provide information and directions to maintain a good "public face" for the Council; and
- carrying out and performing various administrative procedures.

5.2.5 *Bus Operator Level 1* - The Bus Operator Level 1 would be expected to provide to customers and the public a quality transportation service through the safe and efficient operation of Council buses. Work roles initially involve officers in extensive on-the-job training and may be amended to provide operators with an appropriate breadth of experience within the operations area. Operators perform clearly defined, routine functions which require the practical application of basic skills and knowledge. Operators work under close guidance with instruction and assistance being readily available. Operators will be responsible for the timeliness and quality of their own work.

At this entry level it is expected that the operator would participate in all necessary training associated with the role.

The role would typically include the use of skills in such areas as:

- operating all types of buses;
- operating and issuing tickets;
- balancing and accounting for tickets and revenue;
- practising basic customer relations when providing information to passengers and general public;
- inspecting and monitoring general conditions of buses;
- performing basic mechanical support duties;
- cleaning;
- reporting and recording information; and
- liaising with Bus Control and Council staff using various methods.

A bus licence is a pre-requisite for this position.

5.2.6 *Bus Operator Level 2* - The Bus Operator Level 2 would be expected to provide to passengers and the public a quality transportation service through the safe and efficient operation of Council buses. Operators will be expected to have an understanding of operational work practices and procedures, roles may be amended to provide operators with additional experience within the operations area. Operators perform defined, routine functions which require the application and continuing development of acquired skills and knowledge. Operators work under regular guidance with instruction and assistance being readily available. Operators will be responsible for the timeliness and quality of their own work.

Progression to this level requires satisfactory completion of one year as a Bus Operator Level 1, with competency confirmed. At this level it is expected that the operator would participate in all necessary training associated with the role.

In addition to the skills acquired in Bus Operator Level 1, this role would typically involve the use of skills in such areas as:

- operating all types of buses to comply with Defensive Driving Skill/Techniques under all road conditions;
- practising effective customer relations when communicating with passengers and general public including managing difficult customers;
- identifying minor mechanical/operating faults; and
- administering First Aid Techniques.

A bus licence is a pre-requisite for this position.

5.2.7 *Bus Operator Level 3* - The Bus Operator Level 3 would be expected to provide to passengers and the public a quality transportation service through the safe and efficient operation of Council buses. Operators will be expected to have a sound understanding of operational work practices and procedures; roles may be amended to enable the application and further development of skills and knowledge appropriate to the operations area. Operators perform activities of increasing complexity and have some scope to exercise initiative in the application of established work procedures. In addition, operators may instruct other employees including on-the-job training. Operators work under more routine direction and may receive guidance on the broader aspects of their work. Operators will be responsible for managing the timeliness and quality of their own work to achieve work role objectives.

Progression to this level requires satisfactory completion of one year as a Bus Operator Level 2, with competency confirmed. The same process is followed in determining progression to the higher pay point in Level 3 a year later. At this level it is expected that the operator would participate in all necessary training associated with the role.

In addition to the skills acquired in Bus Operator Level 2, this role would typically include the use of skills in such areas as:

- operating the tram bus on "City Sights" service;
- sound knowledge of the routes of other depots;
- instructing new drivers in route and bus operations;
- inducting new drivers to aspects of depot operations and information;
- communicating with all types of customers with an advanced degree of courtesy and accuracy of information; and
- carrying out duties associated with passenger surveys and service monitoring.

A bus licence is a pre-requisite for this position.

5.2.8 *Bus Operator Level 4* - The Bus Operator Level 4 would be expected to provide to passengers and the public a quality service through the safe and efficient operation of Council buses. Operators will be expected to have a good understanding of operational work practices and procedures; roles may be amended to enable the application and further development of skills and knowledge appropriate to the operations area. Operators perform more complex activities and may be required to contribute knowledge and exercise initiative in the application and establishment of work procedures. In addition, operators may instruct other employees including on-the-job and more structured training. Operators work under more routine direction and may receive guidance on the broader aspects of their work. Operators will be responsible for managing and planning the timeliness and quality of their own work to achieve work role and area objectives.

Progression to this level requires satisfactory completion of 2 years as a Bus Operator Level 3, with competency confirmed. The same process is followed in determining annual progression to higher pay points in the Level 4 scale. At this level it is expected that the operator would participate in all necessary training associated with this role.

In addition to the skills acquired in Bus Operator Level 3, this role would typically include the use of skills in such areas as:

- inducting new drivers including on-the-job experience to correctly assimilate tickets, money, route and administrative procedures;
- instructing new drivers at the driver training school;
- conducting "Lookabout" Tours;
- driving routes in other depots to cover bus schedules; and
- assisting in preparing rosters and amendments.

A bus licence is a pre-requisite for this position.

5.3 Progression

5.3.1 Progression between classification levels will be in accordance with the performance appraisal mechanism, service standards and work skills as outlined in the Schedule 1 to this Award.

5.3.2 The complete work skill profiles, training, anomaly handling and any other such arrangements which emerge as a result of this structure shall be contained in a jointly developed classification and training manual.

5.3.3 Disputes that may arise as a result of clause 5.3 shall be handled in the first instance by the grievance and disputes procedure in clause 3.1.

5.4 Articulated bus allowance

5.4.1 In addition to the above rates of wages, bus operators, and bus assistants doing bus changing, shall be paid an allowance of 2.3% of the particular employee's base rate calculated as a weekly amount for each shift during any part of which the bus assistant drives an articulated bus in revenue service.

5.4.2 This allowance shall be paid at the rate applicable to the day for Saturdays, Sundays, public holidays and work performed on rostered days off.

For the purposes of clause 5.4.1 the words "in revenue service" means "in traffic", i.e. whenever the vehicle is being operated on public roads.

5.5 Waiting time

All waiting time except that prescribed in clause 5.6.2 shall be regarded as time worked.

5.6 Waiting time functions

5.6.1 Bus operators and conductors on duty shall be paid whilst waiting at sports, races or other public functions, but must remain with their buses.

5.6.2 Bus operators and conductors who operate special bus services to such functions or to holiday or seaside resorts or in connection with similar services where the said services terminate outside the boundaries of the City of Greater Brisbane and the employee concerned is not required to remain in attendance at the bus from the time of booking off after arrival at and booking on before departure from such functions, seaside or holiday resort or similar service, the period between the times referred to shall be paid for at not less than half of the employee's ordinary rate as prescribed by clause 5.1 of this Award. Time so paid for shall be treated as passive time and shall not be considered in calculating overtime:

Provided that such bus operators and conductors shall not be required to operate such special bus services on their days off.

5.7 Times for signing on or off

The times to be allowed in the employer's time to bus operators and/or conductors who are required to sign on and sign off, shall be according to those set out in the table attached as in Schedule 2 to this Award.

5.8 Dirty work

A bus assistant, who is required to clean the interior or exterior of a bus which has become insanitary due to misuse by some person or persons to an extent which, in the opinion of the foreperson merits the payment of dirt money, shall be paid \$1.59 (\$1.54 as from 15/8/05) extra for each such vehicle cleaned. In all cases the cleaner shall draw the attention of the foreperson to the condition of the bus before it is cleaned.

5.9 Work in rain

5.9.1 When an employee is required to perform work in the rain and by doing so the employee's clothes get wet, shall be paid double rates for all work so performed.

5.9.2 Such payment shall continue until such time as the employee finishes work or is able to change into dry clothing:

Provided that payment as prescribed shall not be made when protective clothing is provided by the employer.

5.10 Dirty toilets

Employees required to clean toilets in the depot shall be paid an allowance of 89 cents (86 cents as from 15/8/05) per day extra.

5.11 Signing on and off at home yard or garage

Except as provided for in clause 5.6.2 a bus operator and conductor shall sign on and off at the garage to which the bus operator and conductor is attached for the time being.

5.12 Employees called to head office

When any employee is called to the head office of the employer or elsewhere to answer a charge of carelessness or otherwise, or a complaint in connection with the employer's business the employee shall be paid at ordinary time rate of pay for the time occupied in travelling between the yard, garage, or depot to which the employee is attached or at which

the employee is paid and to head office, in addition to the time detained at the head office, except in cases where in the opinion of the General Manager the charge or complaint against the employee is substantiated. All time allowed under clause 5.12 shall be claimed on the usual time sheet.

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

6.1 Hours

6.1.1 The ordinary weekly working hours of bus operators and conductors shall not exceed 38 hours.

6.1.2 The ordinary daily working hours of bus operators and conductors shall not exceed 7 hours and 36 minutes and the ordinary hours of duty shall not be less than 7 hours on any shift.

6.1.3 The ordinary working hours of other employees shall not exceed 38 hours in any one week or 7 hours 36 minutes in any one day:

Provided that by agreement between the Union and the Council the ordinary hours may be worked over a fortnightly period on 9 consecutive working days, and not more than 8 hours 27 minutes shall be worked on any such day at ordinary rates.

6.1.4 *Shift workers - Bus garage employees*

(a) Subject to the following provisions, the ordinary hours of work for shift workers in bus garages shall not exceed 38 hours per week.

(b) The ordinary hours of work referred to in clause 6.1.4(a) may be exceeded in any week or weeks subject to the total ordinary hours worked during any roster period not exceeding that number of hours ascertained by multiplying the number of weeks in the roster period by 38.

(c) The ordinary hours of work referred to in clause 6.1.4(a) may be worked according to a roster agreed upon between the Union and the Council to suit the needs and circumstances of each establishment.

(d) Shift workers in bus garages shall be allowed a crib break of 30 minutes during each shift for which no deduction of pay shall be made:

Provided that such break shall be taken at a time and in such manner that will not interfere with continuity of work where continuity is necessary.

6.2 Extra payments for afternoon and night shift

6.2.1 Bus garage employees who are required to work shift work shall be paid:

(a) Afternoon shift 12.5% or \$9.70 per shift (whichever is the greater)

(b) Night shift 15% or \$9.70 per shift (whichever is the greater)

For the purposes of this Award payments available from 1 November 2001, shall apply from the rolling over of the special shift allowance of 144% Friday night into this Award.

6.3 Special night allowance

6.3.1 Employees other than bus garage employees shall be entitled to an allowance of 12.5% of the base ordinary rate of a Bus Operator Level 1 for all ordinary time worked between the hours of 6.00 p.m. and 7.00 a.m. and payable at ordinary rates. Broken parts of an hour of less than 30 minutes on any shift shall be disregarded and 30 minutes to 59 minutes shall be paid for as an hour:

Provided that where overtime or penalty rates are payable the above special allowance shall not be payable.

6.3.2 This allowance shall be assessed by these percentages on any movements in the Bus Operator Level 1 rate of pay and adjusted accordingly.

6.4 Overtime

All time worked in excess of the ordinary working hours prescribed by clause 6.1 shall be deemed to be overtime and shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter:

Provided that any employee referred to in clauses 6.1.3 and 6.1.4 who works a fortnightly period of 9 consecutive working days and is required to work on their agreed day off shall be paid the overtime rates prescribed on Mondays to Fridays in this Award.

6.5 Distribution

All work and overtime shall, as far as reasonably practicable be so arranged as to ensure equal distribution of same.

6.6 Meal time

6.6.1 All bus operators and conductors shall be entitled to a meal time of not less than 40 minutes nor more than 55 minutes for which payment shall not be made, and in cases where the distance exceeds 91.4 metres such meal time shall be exclusive of time occupied in walking from the relief point to the nearest established dining room provided by the employer.

6.6.2 In cases of emergency brought about by unforeseen circumstances beyond the control of the employer, such meal time may be reduced to 30 minutes.

6.6.3 As far as reasonably practicable an employee shall not be required to work more than 5 hours without a meal time.

Where practicable, such meal time shall not be given until 3 1/2 hours have been worked on the early shift and 3 hours on the late shift.

6.6.4 Employees other than bus operators and conductors, shall be entitled to a meal time of not less than half an hour or more than one hour (as may be mutually agreed upon) each day.

6.6.5 When any bus operator or bus conductor is required to report for extra work, in addition to the employee's rostered work, without receiving notice on the previous day, and the break between signing off and signing on is less than 2 hours, the employee shall be paid a meal allowance of \$12.10.

6.6.6 When any bus operator or bus conductor is required to continue working after the employee's rostered finishing time, without receiving notice on the previous day, and as a result of such extra work is relieved for a meal, the employee shall be paid a meal allowance of \$12.10.

6.7 Minimum hours

6.7.1 Bus operators and conductors who avail themselves of all work offered shall be paid a minimum of 38 hours at the ordinary time rate of pay for each week's service, excluding the additional rate for overtime or for work performed on Sundays, holidays, or on their days off.

6.7.2 Any employee subject to clause 6.7 who absents themselves from work owing to illness or accident, proof of which shall rest on such employee, shall be regarded as having released the employer from the obligation to pay the equivalent for such hours absent to the extent of 7 hours 36 minutes for each day not worked.

6.7.3 Except as provided in clause 6.10, any bus operator or conductor who carries on work referred to in clause 5.6.2 shall be entitled to a minimum of 7 hours 36 minutes pay for each day at the appropriate rate for that day. Passive time and any time necessary to make up the equivalent of 7 hours 36 minutes at the current rate for the day shall not be taken into account in calculating overtime.

6.8 Reporting for duty

6.8.1 Except as provided for in clause 6.7.3 any employee who reports for duty in accordance with instructions but is then not required for duty shall be paid for not less than half of the ordinary daily hours as prescribed in clause 6.1.2 unless at least 2 hours' notice was given at the employee's place of residence that the employee was not required for duty.

6.8.2 For the purpose of calculating overtime when payment is made for the duration of hours provided in clause 6.8.1 such duration of hours shall be regarded as work.

6.8.3 In calculating the length of break between shifts, the time of signing off shall be taken.

6.8.4 Any employee required to report on more than one occasion on one day shall receive payment for not less than 8 hours calculated at ordinary rates, except on Sundays when the employee shall receive payment for not less than 6 hours calculated at the rate of time and a-half.

6.8.5 Any employee who is required to report on more than one occasion on any of the public holidays mentioned in clause 7.2 shall receive payment for not less than 6 hours calculated at the rate of double time.

6.9 Day off

6.9.1 Except as otherwise provided, bus operators and conductors shall be entitled to 2 consecutive days off without pay in each week:

Provided that, where the principle of 2 days off consecutively does not permit of balanced rostering, on each day, and balance could be achieved by separation of the days off, the principle of separated days off may be applied to obtain balance.

6.9.2 All other employees, shall be entitled to 2 days off without pay in each week, and, as far as reasonably practicable, the days off shall be consecutive.

6.9.3 Any of the above employees required to work on any day off, shall be given not less than 24 hours' notice except under emergent conditions beyond the control of the employer, and shall be paid at overtime rates for such work as provided hereunder.

6.9.4 Except as provided in clause 6.9.7, any employee who works on the employee's day off from Monday to Friday and who receives not less than 24 hours' notice of such work shall be paid time and a-half rates for a period of 6 hours spread over a time not exceeding 8 hours from the time of signing on and double time for any period after 8 hours from the time of signing on. Any employee who is required to work on the employee's day off, on a Saturday or Sunday, and who receives not less than 24 hours' notice, shall be paid double time with a minimum of 6 hours.

6.9.5 Except as provided in clause 6.9.7, any employee who works on the employee's day off from Monday to Friday, and who receives less than 24 hours' notice of such work, shall be paid double time for a period of 6 hours spread over a time not exceeding 8 hours from the time of signing on and double time and a-quarter for any period after 8 hours from the time of signing on. Any employee who is required to work on the employee's day off, on a Saturday or Sunday and who receives less than 24 hours' notice shall be paid double and a-quarter with a minimum of 6 hours.

6.9.6 If an employee's day off falls on a holiday on which double time rates are paid, the employee shall be entitled to receive double time and a-half for the time worked with a minimum of 6 hours.

6.9.7 Clauses 6.9.4, 6.9.5 and 6.9.6 shall not apply to an employee who works a late time-table on the day prior to the employee's day off when such late time-table extends beyond midnight into the morning of the day off; but an employee who works a late time-table on the employee's day off, when such late time-table extends beyond midnight into the morning after the day off shall be paid in accordance with the provisions of clauses 6.9.4, 6.9.5 and 6.9.6 to the end of such late time-table.

6.9.8 Any employee who has a single day off is not expected to be worked past 9.00 p.m. the night preceding the single day off.

6.10 Saturday and Sunday time

6.10.1 Time worked on Saturdays shall be paid for at the rate of time and a-half.

6.10.2 Time worked on Sundays shall be paid for at the rate of double time.

6.11 Spread of hours

All duty performed by bus operators and conductors (other than casual employees) on broken shifts outside a spread of 9 1/2 consecutive hours in any one day shall be paid at the following rates:

| | |
|--------------------------------------|-----------------|
| Between 9 1/2 hours and 10 1/2 hours | time and a-half |
| After 10 1/2 hours | double time |

6.12 Interval between shifts

Except by mutual consent between an employee and the employer or between the Union and the employer, all employees shall have a break of at least 10 hours between the finishing of one day's work and the commencing of another day's work.

6.13 Cancelled work

Where a bus operator's work is cancelled, and the employee has not been given 2 hours' notice of such cancellation, the employee shall be entitled to receive 2 hours' pay.

6.14 Late services

Any bus operator or conductor who is required to continue working after 1 a.m. shall be entitled to payment at the rate of time and a-half for time worked after 1 a.m.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Employees who have completed 12 months employment shall be entitled to an annual leave on full pay of 4 weeks.

7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and shall be paid by the employer in advance:

(a) In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Award at that excess rate; and

(b) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award:

Provided that notwithstanding anything contained herein, bus operators, bus conductors and bus assistants required to work on a night shift roster, shall be entitled to one week's annual leave in addition to the annual leave prescribed, and such additional annual leave shall be in lieu of public holidays which might occur during the period of such annual leave and compensation for the unusual conditions of employment attending the operation of buses.

7.1.3 If the employment of any employee other than a bus operator or bus conductor or bus assistant required to work a night shift roster is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee, in addition to all other amounts due to the employee for 4 weeks, ordinary pay for any public holiday occurring during such period of 4 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment such employee shall be paid, in addition to all other amounts due, an amount equal to 1/9th of the employee's ordinary pay for the period of employment if the proviso in clause 7.1.2(b) applies to the employee, and 1/12th of the employee's ordinary pay for the period of employment in all other cases.

7.1.5 *Loading on annual leave* - Bus operators and bus conductors shall be paid a loading of 20% on 4 weeks annual leave falling due, calculated on the rate of wage prescribed in clause 5.1.

(a) Bus assistants required to work night shift:

(i) For each employee a total amount of annual leave pay shall be calculated for 4 or 5 weeks as the case may be, based on the rate payable for ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts and allowances prescribed in clauses 6.2 and 6.3.

(ii) For each employee a loading of 17.5% on 4 or 5 weeks annual leave as the case may be, shall be calculated on the rate of wage prescribed by clause 5.1.

(iii) Whichever loading reflected by 7.1.5(a)(i) or 7.1.5(a)(ii) is the greater shall be paid to the employee for annual leave falling due.

(b) Other employees shall be paid a loading of 17.5% per centum on 4 weeks annual leave falling due calculated on the rate of wage prescribed by clause 5.1.

(c) If the employment of any employee other than a bus operator or bus assistant is terminated before the expiration of a full year of employment such employee shall be paid, in addition to payments prescribed in clause 7.1.4 an amount equal to 17.5% of 1/12th of the employee's earnings for the period of employment calculated at the rate of wage prescribed by clause 5.1.

(d) If the employment of a bus operator or a bus assistant is terminated before the expiration of a full year of employment such employee shall be paid, in addition to payments prescribed in clause 7.1.4 an amount equal to 20% of 1/12th of the employees earnings for the period of employment calculated at the rate of wage prescribed by clause 5.1.

7.1.6 Calculation of such entitlements to annual leave of employees shall be in hours as agreed between the Union and the Council.

7.2 Public holidays

7.2.1 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);
- Labour 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.

7.2.2 Clause 7.2.1 shall not apply to a bus operator or conductor who works a late time-table on the day prior to any of the public holidays in clause 7.2.1 when such late timetable extends beyond midnight into the morning of any of the said holidays.

7.2.3 A bus operator or conductor who works a late time-table on any of the said holidays, when such late time-table extends beyond midnight into the morning after any of the said holidays, shall be paid in accordance with the clause 7.2.1 to the end of such late time-table.

7.3 Family leave

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

7.3.1 It is to be noted that:

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

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

- (a) Maternity leave
- (b) Parental leave
- (c) Adoption leave
- (d) Special responsibility leave for the care and support of the employee's immediate family or household.

7.4 Bereavement leave

7.4.1 *Full-time and part-time employees*

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

7.4.2 *Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.4.2.

7.4.3 "Immediate family" includes:

- (a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and

- (b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.4.4 *Unpaid leave*

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

7.5 **Sick leave**

7.5.1 *Accumulation and Payment*

- (a) Every employee, except casuals and school-based apprentices and trainees, will accumulate 91.2 hours' sick leave for each completed year of their employment with their employer:

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

- (b) Sick leave will accrue at the rate of 7.6 hours' sick leave for each month of employment.
- (c) Payment for sick leave will be made based on the number of hours which would have been worked by the employee if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be bound to receive, and the employer shall not be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

7.5.2 *Employee must give notice*

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

7.5.3 *Evidence supporting a claim*

When the employee's absence is for more than 2 days the employee is required to give the employer a medical certificate from a duly qualified medical practitioner, or of other evidence of illness to the satisfaction of the employer, describing the nature and approximate duration of the illness.

7.5.4 *Accumulated sick leave*

An employee's accumulated sick leave shall be preserved when:

- (a) the employee is absent from work on unpaid leave granted by the employer;
- (b) the employer or employee terminates the employee's employment and the employee is re-employed within 3 months;
- (c) the employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer within 12 months without otherwise having been employed within 12 months;
- (d) the period during which the employment of the employee with the employer is interrupted, or determined, in any of the above circumstances, shall not be taken into account in calculating the period of employment with the employer; and
- (e) the employee shall accumulate sick leave whilst absent from work on paid leave granted by the employer.

7.5.5 *Workers' compensation*

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

7.5.6 *Sickness during annual leave*

While on annual leave, if an employee is certified by a duly qualified medical practitioner as being incapacitated to an extent that the employee would be unfit to perform their normal duties for a period of not less than 5 days, such period shall on the application of the employee concerned be debited against the employee's accrued sick leave and a corresponding annual leave credit allowed.

7.6 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

8.1 Travelling time

Travelling time shall be paid for at ordinary rates, and shall be included for the purpose of calculating overtime.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

9.1.1 The parties to this Award recognise that in order to increase the efficiency, productivity and competitiveness of the Council, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

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

9.1.2 Following proper consultation, the Council shall develop a training programme consistent with:

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

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

10.1 Change money

The employer shall provide \$8 change money for the performance of the employee's duty, to any bus operator or conductor issuing tickets provided that the employee shall produce same when called upon to do so by an officer of the employer.

10.2 Sanitary accommodation

When the return run is more than 20 minutes, suitable sanitary accommodation shall be provided at all termini.

10.3 Uniforms

- 10.3.1 On entering the service, and at intervals thereafter, bus operators and conductors shall receive an issue of uniforms as mutually agreed between the Union and the Council from time to time.
- 10.3.2 In the event of disagreement over any proposed changes to issue of uniforms, such matters shall be dealt with under the grievance and dispute settlement procedure in clause 3.1
- 10.3.3 Such uniforms shall remain the property of the Council and shall be returned to the Council on demand, in good order and condition subject to fair wear and tear:

Provided that any bus operator or conductor who resigns within 6 months of engagement, and who had been issued with new uniforms shall pay to the Council, or forfeit from any monies due to the employee by the Council, the value of the uniforms issued to them.

10.4 Notice to be measured

Any bus operator or conductor entitled to receive a uniform shall have arranged by the Council to be measured for same at least 30 days before the issue is due, to allow the issue to be supplied by the prescribed time.

10.5 Overalls

Bus assistants shall be supplied with 2 suits of overalls or one suit of overalls and one pair of oilskin trousers annually.

10.6 Accident reports

For making out a No. 1 accident report in the employee's own time, any bus operator or conductor shall be allowed 15 minutes at the ordinary rate, where it is essential that the report be made in the employee's own time.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry procedure

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

11.1.3 Inspection of records

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.

- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (i) is ineligible to become a member of the Union; or
 - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
 - (iii) has made a written request to the employer that the employee does not want that employee's 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 Union encouragement

Clause 11.3 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.

11.3.1 Documentation to be provided by employer

At the point of engagement, an employer to whom this Award applies 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.

11.3.2 Union delegates

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.

The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.3.3 Deduction of union fees

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

11.4 Award posting

The Council must display a copy of this Award in a conspicuous place in each operations centre where employees can easily read it.

SCHEDULE 1 - Service standards

| 1. SERVICE STANDARDS | Measurement |
|---|---|
| 1.1 Reliability | |
| 1.1.1 Operating staff are expected to be punctual. | Subject to late running beyond the operators control, runs are expected to leave on time from the depot and operate in accordance with the timetable. |
| 1.1.2 Operating staff are to attend work as rostered. | Within approved leave and approved purposes. |
| 1.2 Presentation | |
| 1.2.1 Operating staff are expected to present themselves in a neat and tidy way and in the appropriate Council uniform. | Based on reports from the public and/or staff. |
| 1.2.2 Bus signage is to be correct. | Based on reports from the public and/or staff. |

1.3 Courtesy

1.3.1 Operating staff are expected to be courteous and helpful to customers and other employees. Based on reports from the public and/or staff.

1.4 Safety

1.4.1 Operating staff are expected to drive in a safe and responsible way. Based on reports from the public and/or staff.

1.4.2 Operating staff are to fulfil their requirements in regard to correct accident procedures. Based on reports from the public and/or staff.

1.5 Revenue protection

1.5.1 Operating staff are expected to apply the correct fare structure. Based on reports from the public and/or staff.

1.5.2 Operating staff are expected to pay in the correct amount. Weekly reconciliation in accordance with existing standards.

2. Work Skills

2.1 Bus assistant

LEVEL 1

- * Cleaning and maintaining amenities.
- * Operating departmental radio networks.
- * Guiding drivers.
- * Completing paperwork associated with the job.

LEVEL 2

- * As for Level 1.
- * Fuelling buses and checking tyres.
- * Operating all types of vehicles within depot.

LEVEL 3

- * As for Level 2.
- * Operating all types of vehicles on the road.
- * Courier duties.
- * Performing grease and oil changes.
- * Minor mechanical duties.
- * Tyre fixing.
- * Steam cleaning.

2.2 Bus operators

LEVEL 1

- * Operate all types of buses.
- * Knowledge of fare and ticket systems.
- * Exercise customer relations.
- * Ensuring bus is O.K. for traffic.
- * As for Bus Assistant 1-3.

LEVEL 2

- * As for Level 1.
- * Diagnosing minor bus faults.
- * Administer First Aid.

LEVEL 3

- * As for Level 2.
- * Operate trambus/special vehicles.
- * Knowledge of other depot routes.
- * Instructing new drivers re depot operations.
- * Advanced customer relations.
- * On bus service/patronage checks.
- * Assisting staff roster preparations.

LEVEL 4

- * As for Level 3.
- * Driver instruction.
- * Driving routes at other depots.

3. Training

Condition: Certification that training has been undertaken and skills obtained.

3.1 Bus assistant

- * Training in operational equipment.
- * Training in use of radio.
- * Fuel scan computer training.
- * Identification of tyre wear leading to tyre fixing.
- * Driver training leading to licence.
- * On-the-job training for oiling and greasing.
- * On-the-job training for mechanic/steam cleaning.

3.2 Bus operator

- * As per bus assistant.
- * Driver training leading to licence.
- * Instruction and practice in fare and ticket systems.
- * Customer relations training.
- * Advanced customer relations training.
- * Instruction and practice on check list for O.K. buses.
- * Instruction and practice on check list for identifying minor faults.
- * Formal training in first aid.
- * Knowledge of Citysights and commentary technique.
- * Train the trainer.
- * Advanced driver training.
- * Roster preparation -> advance training.

4. Performance Appraisal

Purpose of appraisal: To discuss with the operators their achievements in regard to service standards and work skills relevant to their appropriate level.

Bus operator/assistant

| | | |
|---------|---|--------------------|
| Level 1 | Work review each 4 months | Operations manager |
| Level 2 | Work review each 6 months | Operations manager |
| Level 3 | Work Review annually | Operations manager |
| Level 4 | As required by either party and beyond. | Operations manager |

SCHEDULE 2 - Times for signing on and signing off

Monday to Sunday

| | Sign on (Mins) | Sign off (Mins) |
|--|-------------------|--------------------|
| <i>Bus operators</i> | | |
| When operating with the assistance of a conductor and having no cash or ticket to pay in | 10 | 7 |
| When operating without the assistance of a conductor | 15 | 13 |
| When operating without the assistance of a conductor and bringing the bus back to the garage at the end of the employee's day's work | 15 | 18 |
| Provided that a bus operator who commences duty with a conductor and is required to carry on as a one-person bus operator during any part of the bus operator's shift shall receive the same signing on and off time as a one-person bus operator. | | |
| Bus conductors | 14 | 13 |
| <i>Bus operators or conductors</i> | | |

| | | |
|---|---|---|
| When taking a bus out of or bringing a bus into the garage when called upon to do any extra work | 5 | 5 |
| When not required to take a bus out of or bring a bus into the garage when called upon to do any extra work | 2 | 2 |

SCHEDULE 3 - Award amendment

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Brisbane City Council - Bus Transport Employees' Award 2003.

1.2 Arrangement

| Subject Matter | | Clause No. |
|--|--|------------|
| PART 1 - APPLICATION AND OPERATION | | |
| Title | | 1.1 |
| Arrangement | | 1.2 |
| Award coverage | | 1.3 |
| Date of operation | | 1.4 |
| Definitions | | 1.5 |
| Parties bound | | 1.6 |
| Leave reserved | | 1.7 |
| PART 2 - FLEXIBILITY | | |
| Enterprise flexibility | | 2.1 |
| PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION | | |
| Grievance and dispute settlement procedure | | 3.1 |
| PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS | | |
| Employment categories | | 4.1 |
| Casual employment | | 4.2 |
| Part-time bus operator or conductor | | 4.3 |
| Anti-discrimination | | 4.4 |
| Termination of employment | | 4.5 |
| Continuity of service - transfer of calling | | 4.6 |
| PART 5 - WAGES AND WAGE RELATED MATTERS | | |
| Wages | | 5.1 |
| Classification definitions | | 5.2 |
| Progression | | 5.3 |
| Articulated bus allowance | | 5.4 |
| Waiting time | | 5.5 |
| Waiting time functions | | 5.6 |
| Times for signing on or off | | 5.7 |
| Dirty work | | 5.8 |
| Work in rain | | 5.9 |
| Dirty toilets | | 5.10 |
| Signing on and off at home yard or garage | | 5.11 |
| Employees called to head office | | 5.12 |
| PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK | | |
| Hours | | 6.1 |
| Extra payments for afternoon and night shift | | 6.2 |
| Special night allowance | | 6.3 |
| Overtime | | 6.4 |

| Subject Matter | Clause No. |
|--------------------------|------------|
| Distribution | 6.5 |
| Meal time | 6.6 |
| Minimum hours | 6.7 |
| Reporting for duty | 6.8 |
| Day off | 6.9 |
| Saturday and Sunday time | 6.10 |
| Spread of hours | 6.11 |
| Interval between shifts | 6.12 |
| Cancelled work | 6.13 |
| Late services | 6.14 |

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

| | |
|--------------------|-----|
| Annual leave | 7.1 |
| Public holidays | 7.2 |
| Family leave | 7.3 |
| Bereavement leave | 7.4 |
| Sick leave | 7.5 |
| Jury service | 7.6 |
| Long service leave | 7.7 |

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

| | |
|-----------------|-----|
| Travelling time | 8.1 |
|-----------------|-----|

PART 9 - TRAINING AND RELATED MATTERS

| | |
|----------|-----|
| Training | 9.1 |
|----------|-----|

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

| | |
|------------------------|------|
| Change money | 10.1 |
| Sanitary accommodation | 10.2 |
| Uniforms | 10.3 |
| Notice to be measured | 10.4 |
| Overalls | 10.5 |
| Accident reports | 10.6 |

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

| | |
|--------------------------------------|------------|
| Right of entry | 11.1 |
| Time and wages record | 11.2 |
| Union encouragement | 11.3 |
| Award posting | 11.4 |
| Service standards | Schedule 1 |
| Times for signing on and signing off | Schedule 2 |

1.3 Award coverage

This Award applies within the area of the Brisbane City Council Regional Bus Operations, to those employees of the Brisbane City Council (Brisbane Transport) who are employed in cleaning, maintenance, shunting, driving or conducting activities.

1.4 Date of operation

1.4.1 This Award takes effect from 19 December 2005.

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 "Council" means the Brisbane City Council (Brisbane Transport).
- 1.5.4 "Double time" means the ordinary time rate as defined herein, multiplied by 2.
- 1.5.5 "Ordinary time rate" means the classification rate of pay prescribed in this Award for the employee, divided by 38.
- 1.5.6 "Time and a-half" means the ordinary time rate as defined herein, multiplied by 1.5.
- 1.5.7 "Union" means the Australian Rail, Tram and Bus Industry Union of Employees, Queensland Branch.
- 1.5.8 "a week" means the pay week as designated by the Council from time to time.

1.6 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.3 and their employers, and the Union and its members.

1.7 Leave reserved

Leave is reserved to the parties regarding the following matters:

- 1.7.1 Waiting time functions
- 1.7.2 Work in rain
- 1.7.3 Hours
- 1.7.4 Mealtime
- 1.7.5 Saturday and Sunday time
- 1.7.6 Annual leave

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 Grievance and dispute settling procedure

Through this procedure the parties aim to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, co-operation and discussion and the avoidance of interruption to work performance.

- 3.1.1 During any dispute, other than a Workplace Health and Safety matter, the *status quo* existing immediately prior to the matter giving rise to the dispute will remain and work shall continue as it was prior to the dispute without stoppage or the imposition of any ban, limitation or restriction.
- 3.1.2 No party shall be prejudiced as to final settlement by the continuance of work in accordance with clause 3.1.

Notwithstanding any other provisions having application to the Council, any grievance or dispute shall be handled as follows:

Stage 1 - Discussions between the employee/s and team leader and at the request of the relevant Union, shop

steward/delegate.

Stage 2 - Discussions involving the employee/s, the shop steward/s and relevant Union secretary/organiser or nominated delegates with the relevant line manager and an HR consultant or other person nominated by the manager, employment arrangements.

Stage 3 - Discussions involving relevant Union secretary/organiser or nominated delegates with divisional manager and manager, employment arrangements or nominated delegate.

- 3.1.3 A dispute shall not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate level.
- 3.1.4 There shall be a commitment by the parties to achieve adherence to this procedure, including the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute. Throughout all stages of the procedure, all relevant facts shall be clearly identified and recorded.
- 3.1.5 Sensible time limits shall be allowed for the completion of the various stages of the discussions. Discussions outlined in stages 1 and 2 of clause 3.1.2 should, if possible, take place within 24 hours after the request of the employee or the employee's representative. At least 7 days should be allowed for all stages of the discussions to be finalised.
- 3.1.6 Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Commission for resolution.
- 3.1.7 In order to allow for peaceful resolution of grievances, the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work, while the procedures of negotiation and conciliation are being followed.
- 3.1.8 The parties shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the workplace.

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

4.1 Employment categories

- 4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment.

An acknowledgment of receipt should be in writing.

Employment categories are:

- (a) full-time;
- (b) casual (as prescribed in clause 4.2);
- (c) part-time bus operator or conductor (as prescribed in clause 4.3).

4.2 Casual employment

- 4.2.1 A casual employee is an employee who is engaged on an hourly basis.
- 4.2.2 A casual employee will be engaged for a minimum period of work of 2 hours duration and will only be paid for work performed.
- 4.2.3 There will be a maximum of 2 work periods each day. A work period shall be deemed not to be ended by the taking of a meal break, if the employee resumes work immediately following such break.
- 4.2.4 A casual employee can perform work to a maximum of 38 ordinary hours per week.
- 4.2.5 Except as provided in clause 6.10.1 and 6.10.2, casual employees shall be paid the ordinary time rate for each hour of ordinary time worked, plus a loading of 23% of the ordinary time rate. The loading shall be paid in lieu of any entitlement to annual leave and sick leave.
- 4.2.6 All work performed by a casual employee in excess of 7 hours 36 minutes on any working day or in excess of 38 ordinary hours in any week shall be deemed to be overtime and shall be paid on Monday to Friday at the rate of time and a half for the first 3 hours, and double time thereafter, plus a loading of 23% of the ordinary time rate, and on Saturdays and Sundays at the rate of double time plus a loading of 23% of the ordinary rate, provided that

all hours worked whilst the employee is engaged in training will be counted and paid on a "stand alone" basis and will not be taken into account for the purposes of calculation of overtime under this Award.

4.2.7 A casual employee who is engaged to perform "work as directed" or a designated part-time shift shall not be entitled to a meal break until 2 hours work has been completed, but must be given a meal break before 5 hours after the commencement of the shift, provided it is practicable to do so, and provided further that the Council may direct that such meal break be of 30 minutes duration only. In all other cases a meal shall be provided to casual employees in accordance with the provisions of clause 6.6.3.

4.2.8 The following clauses of this Award shall not apply to casuals, save as is provided in clause 4.2.7:

4.5.2; 6.1.2; 6.1.3; 6.4; 6.6.3; 6.7; 6.8.1; 6.8.2; 6.8.4; 6.8.5; 6.9; 7.1; 7.5.

4.2.9 A casual employee shall not be engaged to work on more than 6 days in any 7 day period.

4.3 Part-time bus operator or conductor

4.3.1 A part-time bus operator or conductor is an employee whose ordinary rostered working hours shall not be less than 12 hours or more than 32 hours per week.

4.3.2 A part-time bus operator or conductor shall be rostered to work a minimum of 3 hours per work period.

4.3.3 For the purposes of clause 4.3, a work period shall be deemed not to be ended by taking of a meal break, if the employee resumes work immediately following such break.

4.3.4 A meal break shall not be taken until at least 2 hours have been worked within a rostered period of work and must be taken within 5 hours of commencing work provided it is practical to do so.

4.3.5 A part-time employee shall be entitled to a meal break of not less than 30 minutes nor more than 55 minutes.

4.3.6 Upon engagement, the employer and the part-time employee shall agree in writing to the usual number of ordinary hours to be worked each week, provided that the agreed number of hours may be varied by further agreement or by the employer upon giving 21 days' notice to the employee where changes to available work have occurred.

4.3.7 Any variation to the number of hours to be worked in clause 4.3.6 shall be recorded in writing.

4.3.8 A part-time employee shall be paid for each hour of ordinary time worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

4.3.9 All time worked in excess of the agreed rostered hours will be paid as overtime. The maximum agreed rostered hours per day will be 8 hours. Overtime will be paid on a daily basis and shall be paid on Monday to Friday at the rate of time and a-half for the first 3 hours and double time thereafter, and on Saturday and Sunday at the rate of double time.

4.3.10 Subject to clause 4.3, all allowances which apply to full-time bus operators or conductors shall apply to part-time employees subject to the same conditions, on the following basis:

(a) Weekly and daily allowances shall be paid on a *pro rata* basis.

(b) Hourly rate allowances shall be paid on the same basis as full-time bus operators or conductors.

4.3.11 (a) Where a public holiday falls on a day upon which a part-time employee is rostered to work, that employee shall be paid the number of hours that the employee was rostered on that day.

(b) A part-time employee's regular roster shall not be altered to avoid the obligation of clause 4.3.11(a).

4.3.12 A part-time employee shall be entitled to annual leave which shall accrue in the proportion of the actual ordinary hours worked per week to the full-time ordinary weekly wage prescribed for the appropriate classification in this Award based upon a standard 4 weeks' annual leave period.

4.3.13 Part-time bus operators will be eligible for progression between classifications as provided for in clauses 5.2 and 5.3 of this Award. Part-time bus operators must accrue 1976 hours of ordinary time worked or approved paid leave for attainment of each pay point increment.

4.3.14 Where a vacancy exists in a position of a part-time bus operator or conductor, preference in engagement of a person to fill that position shall be given to existing full-time or casual bus operators or conductors.

4.3.15 Clause 6.9 of this Award shall not apply to part-time employees

4.4 Anti-discrimination

4.4.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:

- (a) discrimination on the basis of sex, relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief and activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality and association with, or relation to, a person identified on the basis of any of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

4.4.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1, 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.

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

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

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

4.5 Termination of employment

4.5.1 *Statement of employment*

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

4.5.2 *Termination by employer*

- (a) In order to terminate the employment of an employee the employer shall give the following notice:

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

- (b) In addition to the notice in clause 4.5.2(a), employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, shall be entitled to an additional week's notice.

- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (d) In calculating any payment in lieu of notice the ordinary time rate of pay for the employee concerned shall be used.

- (e) The period of notice in clause 4.5.2(a) shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

4.5.3 *Termination by employee*

When an employee has been 3 months in the service of the employer, one week's notice in writing of the termination of employment shall be by the employee or in lieu thereof a maximum of one week's wages shall be paid or forfeited.

4.6 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 Rates of pay

| | Per 38 hour week \$ |
|------------------------------------|------------------------|
| Bus assistant level 1 | 770.00 |
| Bus assistant level 2 | 783.00 |
| Bus assistant level 3 | 796.00 |
| Bus conductor 4 | 776.00 |
| Bus operator level 1 | 830.50 |
| Bus operator level 2 | 845.50 |
| Bus operator level 3 - pay point 1 | 852.50 |
| Pay point 2 | 859.50 |
| Bus operator level 4 - pay point 1 | 871.50 |
| Pay Point 2 | 879.00 |
| Pay Point 3 | 886.50 |
| Pay Point 4 | 894.50 |
| Pay Point 5 | 903.00 |

5.2 Classification definitions

5.2.1 *Bus Assistant Level 1* - The Bus Assistant Level 1 would be expected to provide an effective service in the depot to enable the safe and efficient operation of Council buses. Assistants work under close direction and perform clearly defined, routine functions. Assistants will be responsible for the timeliness and quality of their own work, with instruction and assistance being readily available.

At this entry level it is expected that the assistant would participate in all necessary training associated with the role.

The role would typically include the use of skills in such areas as:

- general area cleaning and maintenance;
- operating departmental radio networks;
- signalling drivers who are manoeuvring vehicles in Depot yard; and
- performing various administrative procedures.

5.2.2 *Bus Assistant Level 2* - The Bus Assistant Level 2 would be expected to provide an effective service in the depot to enable the safe and efficient operation of Council buses. Assistants work under direction and perform functions defined by well established routines and procedures. Assistants will be responsible for managing the timeliness and quality of their own work, with instruction and assistance being readily available.

Progression to this level requires satisfactory attainment of skills required for a Bus Assistant Level 1, with competency confirmed. At this level it is expected that the assistant would participate in all necessary training associated with the role.

In addition to the skills acquired in Bus Assistant Level 1, this role would typically include the use of skills in such areas as:

- operating all types of buses and depot vehicles within the depot;
- inspecting and checking tyres on buses and depot vehicles;
- performing service and support duties such as fuelling;
- carrying out minor body and electrical repairs;
- recording fuel and oil quantities on computer; and
- general cleaning on all types of buses and depot vehicles.

5.2.3 *Bus Assistant Level 3* - The Bus Assistant Level 3 would be expected to provide an effective service both within the depot environment and other areas as required, to enable the safe and efficient operation of Council buses. Assistants work under routine direction and perform functions of increasing complexity defined by established routines, procedures and guidelines. Assistants will be responsible for managing the timeliness and quality of their own work, with limited scope to exercise initiative in the application of established work procedures, with instruction and assistance being available.

Progression to this level requires satisfactory attainment of skills required for a Bus Assistant Level 2, with competency confirmed. At this level it is expected that the assistant would participate in all necessary training associated with the role.

In addition to the skills acquired in Bus Assistant Level 2, this role would typically include the use of skills in such areas as:

- operating all types of vehicles on the road;
- performing grease and oil changes;
- determining correct oils for buses;
- removing, replacing, repairing, re-grooving, sending tyres for re-treading;
- courier;
- placing advertisements on buses; and
- steam cleaning.

A bus licence is a pre-requisite for this position.

5.2.4 *Bus Conductor* - The Conductor would be expected to provide an effective ticketing service and effective customer relations' service in all contacts with the Council's bus passengers and general public. Conductors work under routine direction and perform functions defined by established routines and procedures. Conductors will be responsible for managing the timeliness and quality of their own work, with scope to exercise initiative in the application of established work procedures and guidelines, with instruction and assistance being available.

At this level it is expected that the conductor would participate in all necessary training associated with the role.

The role would typically include the use of skills in such areas as:

- operating and issuing tickets;
- ensuring correct revenue collected;
- balancing and accounting for all tickets to ensure correct money has been received;
- liaising and communicating with passengers, general public and Council staff to provide information and directions to maintain a good "public face" for the Council; and
- carrying out and performing various administrative procedures.

5.2.5 *Bus Operator Level 1* - The Bus Operator Level 1 would be expected to provide to customers and the public a quality transportation service through the safe and efficient operation of Council buses. Work roles initially involve officers in extensive on-the-job training and may be amended to provide operators with an appropriate breadth of experience within the operations area. Operators perform clearly defined, routine functions which

require the practical application of basic skills and knowledge. Operators work under close guidance with instruction and assistance being readily available. Operators will be responsible for the timeliness and quality of their own work.

At this entry level it is expected that the operator would participate in all necessary training associated with the role.

The role would typically include the use of skills in such areas as:

- operating all types of buses;
- operating and issuing tickets;
- balancing and accounting for tickets and revenue;
- practising basic customer relations when providing information to passengers and general public;
- inspecting and monitoring general conditions of buses;
- performing basic mechanical support duties;
- cleaning;
- reporting and recording information; and
- liaising with Bus Control and Council staff using various methods.

A bus licence is a pre-requisite for this position.

5.2.6 *Bus Operator Level 2* - The Bus Operator Level 2 would be expected to provide to passengers and the public a quality transportation service through the safe and efficient operation of Council buses. Operators will be expected to have an understanding of operational work practices and procedures, roles may be amended to provide operators with additional experience within the operations area. Operators perform defined, routine functions which require the application and continuing development of acquired skills and knowledge. Operators work under regular guidance with instruction and assistance being readily available. Operators will be responsible for the timeliness and quality of their own work.

Progression to this level requires satisfactory completion of one year as a Bus Operator Level 1, with competency confirmed. At this level it is expected that the operator would participate in all necessary training associated with the role.

In addition to the skills acquired in Bus Operator Level 1, this role would typically involve the use of skills in such areas as:

- operating all types of buses to comply with Defensive Driving Skill/Techniques under all road conditions;
- practising effective customer relations when communicating with passengers and general public including managing difficult customers;
- identifying minor mechanical/operating faults; and
- administering First Aid Techniques.

A bus licence is a pre-requisite for this position.

5.2.7 *Bus Operator Level 3* - The Bus Operator Level 3 would be expected to provide to passengers and the public a quality transportation service through the safe and efficient operation of Council buses. Operators will be expected to have a sound understanding of operational work practices and procedures; roles may be amended to enable the application and further development of skills and knowledge appropriate to the operations area. Operators perform activities of increasing complexity and have some scope to exercise initiative in the application of established work procedures. In addition, operators may instruct other employees including on-the-job training. Operators work under more routine direction and may receive guidance on the broader aspects of their work. Operators will be responsible for managing the timeliness and quality of their own work to achieve work role objectives.

Progression to this level requires satisfactory completion of one year as a Bus Operator Level 2, with competency confirmed. The same process is followed in determining progression to the higher pay point in Level 3 a year

later. At this level it is expected that the operator would participate in all necessary training associated with the role.

In addition to the skills acquired in Bus Operator Level 2, this role would typically include the use of skills in such areas as:

- operating specialised services;
- sound knowledge of the routes of other depots;
- instructing new drivers in route and bus operations;
- inducting new drivers to aspects of depot operations and information;
- communicating with all types of customers with an advanced degree of courtesy and accuracy of information; and
- carrying out duties associated with passenger surveys and service monitoring.

A bus licence is a pre-requisite for this position.

5.2.8 *Bus Operator Level 4* - Bus Operator Level 4 would be expected to provide to passengers and the public a quality service through the safe and efficient operation of Council buses. Operators will be expected to have a good understanding of operational work practices and procedures; roles may be amended to enable the application and further development of skills and knowledge appropriate to the operations area. Operators perform more complex activities and may be required to contribute knowledge and exercise initiative in the application and establishment of work procedures. In addition, operators may instruct other employees including on-the-job and more structured training. Operators work under more routine direction and may receive guidance on the broader aspects of their work. Operators will be responsible for managing and planning the timeliness and quality of their own work to achieve work role and area objectives.

Progression to this level requires satisfactory completion of 2 years as a Bus Operator Level 3, with competency confirmed. The same process is followed in determining annual progression to higher pay points in the Level 4 scale. At this level it is expected that the operator would participate in all necessary training associated with this role.

In addition to the skills acquired in Bus Operator Level 3, this role would typically include the use of skills in such areas as:

- inducting new drivers including on-the-job experience to correctly assimilate tickets, money, route and administrative procedures;
- instructing new drivers at the driver training school;
- conducting specialised Tours;
- driving routes in other depots to cover bus schedules; and
- assisting in preparing rosters and amendments.

A bus licence is a pre-requisite for this position.

5.3 Progression

5.3.1 Progression between classification levels will be in accordance with the performance appraisal mechanism, service standards and work skills as outlined in the Schedule 1 to this Award.

5.3.2 The complete work skill profiles, training, anomaly handling and any other such arrangements which emerge as a result of this structure shall be contained in a jointly developed classification and training manual.

5.3.3 Disputes that may arise as a result of clause 5.3 shall be handled in the first instance by the grievance and disputes procedure in clause 3.1.

5.4 Articulated bus allowance

- 5.4.1 In addition to the above rates of pay, bus operators, and bus assistants doing bus changing, shall be paid an allowance of 2.3% of the particular employee's base rate calculated as a weekly amount for each shift during any part of which the bus assistant drives an articulated bus in revenue service.
- 5.4.2 This allowance shall be paid at the rate applicable to the day for Saturdays, Sundays, public holidays and work performed on rostered days off.

For the purposes of clause 5.4.1 the words "in revenue service" means "in traffic", i.e. whenever the vehicle is being operated on public roads.

5.5 Waiting time

All waiting time except that prescribed in clause 5.6.2 shall be regarded as time worked.

5.6 Waiting time functions

- 5.6.1 Bus operators and conductors on duty shall be paid whilst waiting at sports, races or other public functions, but must remain with their buses.
- 5.6.2 Bus operators and conductors who operate special bus services to such functions or to holiday or seaside resorts or in connection with similar services where the said services terminate outside the boundaries of the City of Greater Brisbane and the employee concerned is not required to remain in attendance at the bus from the time of booking off after arrival at and booking on before departure from such functions, seaside or holiday resort or similar service, the period between the times referred to shall be paid for at not less than half of the employee's ordinary rate as prescribed by clause 5.1 of this Award. Time so paid for shall be treated as passive time and shall not be considered in calculating overtime:

Provided that such bus operators and conductors shall not be required to operate such special bus services on their days off.

5.7 Times for signing on or off

The times to be allowed in the employer's time to bus operators and/or conductors who are required to sign on and sign off, shall be according to those set out in the table attached as in Schedule 2 to this Award.

5.8 Dirty work

A bus assistant, who is required to clean the interior or exterior of a bus which has become unsanitary due to misuse by some person or persons to an extent which, in the opinion of the foreperson merits the payment of dirt money, shall be paid \$2.45 extra for each such vehicle cleaned. In all cases the cleaner shall draw the attention of the foreperson to the condition of the bus before it is cleaned.

5.9 Work in rain

- 5.9.1 When an employee is required to perform work in the rain and by doing so the employee's clothes get wet, shall be paid double rates for all work so performed.
- 5.9.2 Such payment shall continue until such time as the employee finishes work or is able to change into dry clothing:

Provided that payment as prescribed shall not be made when protective clothing is provided by the employer.

5.10 Dirty toilets

Employees required to clean toilets in the depot shall be paid an allowance of \$1.43 per day extra.

5.11 Signing on and off at home yard or garage

Except as provided for in clause 5.6.2 a bus operator and conductor shall sign on and off at the garage to which the bus operator and conductor is attached for the time being.

5.12 Employees called to head office

When any employee is called to the head office of the employer or elsewhere to answer a charge of carelessness or otherwise, or a complaint in connection with the employer's business the employee shall be paid at ordinary time rate of pay for the time occupied in travelling between the yard, garage, or depot to which the employee is attached or at which the employee is paid and to head office, in addition to the time detained at the head office, except in cases where in the opinion of the General Manager the charge or complaint against the employee is substantiated. All time allowed under clause 5.12 shall be claimed on the usual time sheet.

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

6.1 Hours

- 6.1.1 The ordinary weekly working hours of bus operators and conductors shall not exceed 38 hours.
- 6.1.2 The ordinary daily working hours of bus operators and conductors shall not exceed 7 hours and 36 minutes and the ordinary hours of duty shall not be less than 7 hours and 36 minutes on any shift on Monday to Friday, and not less than 7 hours on Saturday and Sunday.
- 6.1.3 The ordinary working hours of other employees shall not exceed 38 hours in any one week or 7 hours 36 minutes in any one day:

Provided that by agreement between the Union and the Council the ordinary hours may be worked over a fortnightly period on 9 consecutive working days, and not more than 8 hours 27 minutes shall be worked on any such day at ordinary rates.

6.1.4 *Shift workers - Bus garage employees*

- (a) Subject to the following provisions, the ordinary hours of work for shift workers in bus garages shall not exceed 38 hours per week.
- (b) The ordinary hours of work referred to in clause 6.1.4(a) may be exceeded in any week or weeks subject to the total ordinary hours worked during any roster period not exceeding that number of hours ascertained by multiplying the number of weeks in the roster period by 38.
- (c) The ordinary hours of work referred to in clause 6.1.4(a) may be worked according to a roster agreed upon between the Union and the Council to suit the needs and circumstances of each establishment.
- (d) Shift workers in bus garages shall be allowed a crib break of 30 minutes during each shift for which no deduction of pay shall be made:

Provided that such break shall be taken at a time and in such manner that will not interfere with continuity of work where continuity is necessary.

6.2 Extra payments for afternoon and night shift

6.2.1 Bus garage employees who are required to work shift work shall be paid:

- (a) Afternoon shift 12.5% or \$9.70 per shift (whichever is the greater)
- (b) Night shift 15% or \$9.70 per shift (whichever is the greater)

For the purposes of clause 6.2.1, an afternoon shift is a shift which commences after 12 noon and finishes between 6pm and midnight, and a night shift is a shift which starts before midnight and finishes after midnight.

For the purposes of this Award payments available from 1 November 2001, shall apply from the rolling over of the special shift allowance of 144% Friday night into this Award.

6.3 Special night allowance

6.3.1 Employees other than bus garage employees shall be entitled to an allowance of 12.5% of the base ordinary rate of a Bus Operator Level 1 for all ordinary time worked between the hours of 6.00 p.m. and 7.00 a.m. and payable at ordinary rates. Broken parts of an hour of less than 30 minutes on any shift shall be disregarded and 30 minutes to 59 minutes shall be paid for as an hour:

Provided that where overtime or penalty rates are payable the above special allowance shall not be payable.

6.3.2 This allowance shall be assessed by these percentages on any movements in the Bus Operator Level 1 rate of pay and adjusted accordingly.

6.4 Overtime

All time worked in excess of the ordinary working hours prescribed by clause 6.1 shall be deemed to be overtime and shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter:

Provided that any employee referred to in clauses 6.1.3 and 6.1.4 who works a fortnightly period of 9 consecutive working days and is required to work on their agreed day off shall be paid the overtime rates prescribed on Mondays to Fridays in this Award.

Provided further that all overtime to which this clause applies which is worked on a Saturday or Sunday shall be paid for at the rate of double time.

6.5 Distribution

All work and overtime shall, as far as reasonably practicable be so arranged as to ensure equal distribution of same.

6.6 Meal time

6.6.1 All bus operators and conductors shall be entitled to a meal time of not less than 40 minutes nor more than 55 minutes for which payment shall not be made, and in cases where the distance exceeds 91.4 metres such meal time shall be exclusive of time occupied in walking from the relief point to the nearest established dining room provided by the employer.

6.6.2 In cases of emergency brought about by unforeseen circumstances beyond the control of the employer, such meal time may be reduced to 30 minutes.

6.6.3 As far as reasonably practicable an employee shall not be required to work more than 5 hours without a meal time.

Where practicable, such meal time shall not be given until 3 1/2 hours have been worked on the early shift and 3 hours on the late shift.

6.6.4 Employees other than bus operators and conductors, shall be entitled to a meal time of not less than half an hour or more than one hour (as may be mutually agreed upon) each day.

6.6.5 When any bus operator or bus conductor is required to report for extra work, in addition to the employee's rostered work, without receiving notice on the previous day, and the break between signing off and signing on is less than 2 hours, the employee shall be paid a meal allowance of \$12.10.

6.6.6 When any bus operator or bus conductor is required to continue working after the employee's rostered finishing time, without receiving notice on the previous day, and as a result of such extra work is relieved for a meal, the employee shall be paid a meal allowance of \$12.10.

6.6.7 Clauses 6.6.5 and 6.6.6 shall only apply to a casual employee who has worked a shift of 7 hours and 36 minutes immediately before becoming entitled to payment of a meal allowance.

6.7 Minimum hours

6.7.1 Bus operators and conductors who avail themselves of all work offered shall be paid a minimum of 38 hours at the ordinary time rate of pay for each week's service, excluding the additional rate for overtime or for work performed on Sundays, holidays, or on their days off.

6.7.2 Any employee subject to clause 6.7 who absents himself from work owing to illness or accident, proof of which shall rest on such employee, shall be regarded as having released the employer from the obligation to pay the equivalent for such hours absent to the extent of 7 hours 36 minutes for each day not worked.

6.7.3 Except as provided in clause 6.10, any bus operator or conductor who carries on work referred to in clause 5.6.2 shall be entitled to a minimum of 7 hours 36 minutes pay for each day at the appropriate rate for that day. Passive time and any time necessary to make up the equivalent of 7 hours 36 minutes at the current rate for the day shall not be taken into account in calculating overtime.

6.8 Reporting for duty

6.8.1 Except as provided for in clause 6.7.3 any employee who reports for duty in accordance with instructions but is then not required for duty shall be paid for not less than half of the ordinary daily hours as prescribed in clause 6.1.2 unless at least 2 hours' notice was given at the employee's place of residence that the employee was not required for duty.

6.8.2 For the purpose of calculating overtime when payment is made for the duration of hours provided in clause 6.8.1 such duration of hours shall be regarded as work.

6.8.3 In calculating the length of break between shifts, the time of signing off shall be taken.

6.8.4 Any employee required to report on more than one occasion on one day shall receive payment for not less than 8 hours calculated at ordinary rates, except on Sundays when the employee shall receive payment for not less than 6 hours calculated at the rate of time and a-half.

6.8.5 Any employee who is required to report on more than one occasion on any of the public holidays mentioned in clause 7.2 shall receive payment for not less than 6 hours calculated at the rate of double time.

6.9 Day off

6.9.1 Except as otherwise provided, bus operators and conductors shall be entitled to 2 consecutive days off without pay in each week:

Provided that, where the principle of 2 days off consecutively does not permit of balanced rostering, on each day, and balance could be achieved by separation of the days off, the principle of separated days off may be applied to obtain balance.

6.9.2 All other employees, shall be entitled to 2 days off without pay in each week, and, as far as reasonably practicable, the days off shall be consecutive.

6.9.3 Any of the above employees required to work on any day off, shall be given not less than 12 hours' notice except under emergent conditions beyond the control of the employer, and shall be paid at overtime rates for such work as provided hereunder.

6.9.4 Except as provided in clause 6.9.7, any employee who works on the employee's day off from Monday to Friday and who receives not less than 12 hours' notice of such work shall be paid time and a-half rates for a period of 6 hours spread over a time not exceeding 8 hours from the time of signing on and double time for any period after 8 hours from the time of signing on. Any employee who is required to work on the employee's day off, on a Saturday or Sunday, and who receives not less than 12 hours' notice, shall be paid double time with a minimum of 6 hours.

6.9.5 Except as provided in clause 6.9.7, any employee who works on the employee's day off from Monday to Friday, and who receives less than 12 hours' notice of such work, shall be paid double time for a period of 6 hours spread over a time not exceeding 8 hours from the time of signing on and double time and a-quarter for any period after 8 hours from the time of signing on. Any employee who is required to work on the employee's day off, on a Saturday or Sunday and who receives less than 12 hours' notice shall be paid double and a-quarter with a minimum of 6 hours.

6.9.6 If an employee's day off falls on a holiday on which double time rates are paid, the employee shall be entitled to receive double time and a-half for the time worked with a minimum of 6 hours.

6.9.7 Clauses 6.9.4, 6.9.5 and 6.9.6 shall not apply to an employee who works a late time-table on the day prior to the employee's day off when such late time-table extends beyond midnight into the morning of the day off; but an employee who works a late time-table on the employee's day off, when such late time-table extends beyond midnight into the morning after the day off shall be paid in accordance with the provisions of clauses 6.9.4, 6.9.5 and 6.9.6 to the end of such late time-table.

6.9.8 Any employee who has a single day off is not expected to be worked past 9.00 p.m. the night preceding the single day off.

6.10 Saturday and Sunday time

6.10.1 Time worked on Saturdays by employees other than casual employees shall be paid for at the rate of time and a-half. Time worked on Saturdays by casual employees shall be paid for at the ordinary time rate multiplied by 1.845

6.10.2 Time worked on Sundays by employees other than casual employee shall be paid for at the rate of double time. Time worked on Sundays by casual employees shall be paid for at the ordinary time rate multiplied by 2.46.

6.11 Spread of hours

All duty performed by bus operators and conductors (other than casual employees) on broken shifts outside a spread of 9 1/2 consecutive hours in any one day shall be paid at the following rates:

| | |
|--------------------------------------|-----------------|
| Between 9 1/2 hours and 10 1/2 hours | time and a-half |
| After 10 1/2 hours | double time |

6.12 Interval between shifts

Except by mutual consent between an employee and the employer or between the Union and the employer, all employees shall have a break of at least 10 hours between the finishing of one day's work and the commencing of another day's work.

6.13 Cancelled work

Where a bus operator's work is cancelled, and the employee has not been given 2 hours' notice of such cancellation, the employee shall be entitled to receive 2 hours' pay.

6.14 Late services

Any bus operator or conductor who is required to continue working after 1.00 a.m. shall be entitled to payment at the rate of time and a-half for time worked after 1.00 a.m.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Employees who have completed 12 months employment shall be entitled to an annual leave on full pay of 4 weeks.

7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and shall be paid by the employer in advance:

- (a) In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Award at that excess rate; and
- (b) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award:

Provided that notwithstanding anything contained herein, bus operators, bus conductors and bus assistants required to work on a night shift roster, shall be entitled to one week's annual leave in addition to the annual leave prescribed, and such additional annual leave shall be in lieu of public holidays which might occur during the period of such annual leave and compensation for the unusual conditions of employment attending the operation of buses.

7.1.3 If the employment of any employee other than a bus operator or bus conductor or bus assistant required to work a night shift roster is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee, in addition to all other amounts due to the employee for 4 weeks, ordinary pay for any public holiday occurring during such period of 4 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment such employee shall be paid, in addition to all other amounts due, an amount equal to 1/9th of the employee's ordinary pay for the period of employment if the proviso in clause 7.1.2(b) applies to the employee, and 1/12th of the employee's ordinary pay for the period of employment in all other cases.

7.1.5 *Loading on annual leave* - Bus operators and bus conductors shall be paid a loading of 20% on 4 weeks annual leave falling due, calculated on the rate of wage prescribed in clause 5.1.

- (a) Bus assistants required to work night shift:
 - (i) For each employee a total amount of annual leave pay shall be calculated for 4 or 5 weeks as the case may be, based on the rate payable for ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts and allowances prescribed in clauses 6.2 and 6.3.
 - (ii) For each employee a loading of 17.5% on 4 or 5 weeks annual leave as the case may be, shall be calculated on the rate of wage prescribed by clause 5.1.
 - (iii) Whichever loading reflected by 7.1.5(a)(i) or 7.1.5(a)(ii) is the greater shall be paid to the employee for annual leave falling due.
- (b) Other employees shall be paid a loading of 17.5% per centum on 4 weeks annual leave falling due calculated on the rate of wage prescribed by clause 5.1.
- (c) If the employment of any employee other than a bus operator or bus assistant is terminated before the expiration of a full year of employment such employee shall be paid, in addition to payments prescribed in clause 7.1.4

an amount equal to 17.5% of 1/12th of the employee's earnings for the period of employment calculated at the rate of wage prescribed by clause 5.1.

- (d) If the employment of a bus operator or a bus assistant is terminated before the expiration of a full year of employment such employee shall be paid, in addition to payments prescribed in clause 7.1.4 an amount equal to 20% of 1/12th of the employees earnings for the period of employment calculated at the rate of wage prescribed by clause 5.1.

7.1.6 Calculation of such entitlements to annual leave of employees shall be in hours as agreed between the Union and the Council.

7.1.7 A "night shift roster" for the purposes of clause 7.1 means a roster in which employees are rostered to commence their shift before midnight and finish their shift after midnight.

7.2 Public holidays

7.2.1 All work done by any employee on:

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

7.2.2 Clause 7.2.1 shall not apply to a bus operator or conductor who works a late time-table on the day prior to any of the public holidays in clause 7.2.1 when such late timetable extends beyond midnight into the morning of any of the said holidays.

7.2.3 A bus operator or conductor who works a late time-table on any of the said holidays, when such late time-table extends beyond midnight into the morning after any of the said holidays, shall be paid in accordance with the clause 7.2.1 to the end of such late time-table.

7.3 Family leave

The provisions of the Family Leave Award 2003 apply to and are deemed to form part of this Award.

7.3.1 It is to be noted that:

- (a) Part-time work can be performed by agreement in the circumstances specified in the Family Leave Award 2003;
- (b) A copy of the Family Leave Award 2003 is required to be displayed in accordance with section 697 of the Act.

7.3.2 The Family Leave Award 2003 also provides for the terms and conditions of leave associated with:

- (a) Maternity leave
- (b) Parental leave
- (c) Adoption leave
- (d) Special responsibility leave for the care and support of the employee's immediate family or household.

7.4 Bereavement leave

7.4.1 *Full-time and part-time employees*

Full-time and part-time employees shall, on the death of a member of their immediate family or household in Australia, be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of

work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

7.4.2 *Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.4.2.

7.4.3 "Immediate family" includes:

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

7.4.4 *Unpaid leave*

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

7.5 **Sick leave**

7.5.1 *Accumulation and Payment*

- (a) Every employee, except casuals and school-based apprentices and trainees, will accumulate 91.2 hours' sick leave for each completed year of their employment with their employer:

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

- (b) Sick leave will accrue at the rate of 7.6 hours' sick leave for each month of employment.
- (c) Payment for sick leave will be made based on the number of hours which would have been worked by the employee if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be bound to receive, and the employer shall not be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

7.5.2 *Employee must give notice*

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

7.5.3 *Evidence supporting a claim*

When the employee's absence is for more than 2 days the employee is required to give the employer a medical certificate from a duly qualified medical practitioner, or of other evidence of illness to the satisfaction of the employer, describing the nature and approximate duration of the illness.

7.5.4 *Accumulated sick leave*

An employee's accumulated sick leave shall be preserved when:

- (a) the employee is absent from work on unpaid leave granted by the employer;
- (b) the employer or employee terminates the employee's employment and the employee is re-employed within 3 months;
- (c) the employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer within 12 months without otherwise having been employed within 12 months;

(d) the period during which the employment of the employee with the employer is interrupted, or determined, in any of the above circumstances, shall not be taken into account in calculating the period of employment with the employer; and

(e) the employee shall accumulate sick leave whilst absent from work on paid leave granted by the employer.

7.5.5 *Workers' compensation*

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

7.5.6 *Sickness during annual leave*

While on annual leave, if an employee is certified by a duly qualified medical practitioner as being incapacitated to an extent that the employee would be unfit to perform their normal duties for a period of not less than 5 days, such period shall on the application of the employee concerned be debited against the employee's accrued sick leave and a corresponding annual leave credit allowed.

7.6 **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.

7.7 **Long service leave**

7.7.1 All employees covered by this Award shall be entitled to long service leave.

7.7.2 *Entitlement*

Employees may access long service leave as follows:

(a) Employees after 10 years' continuous service are entitled to long service leave;

(b) At the completion of 10 years' continuous service employees are entitled to 13 weeks' long service leave on full pay;

(c) For periods of continuous service greater than 10 years, long service leave will be calculated at the rate of one and 3/10th of a week on full pay for each year of continuous service;

(d) After 10 years' continuous service a part-time or casual employee shall be eligible to the proportionate entitlement of long service leave.

7.7.3 An employee's continuous service ends if the employment is broken by more than 3 months between the end of one employment contract and the start of the next employment contract.

7.7.4 *Recognition of long service leave (portability)*

Recognition of previous service with a Commonwealth, State or Local Government authority shall be given for the purpose of calculating long service leave, where the Commonwealth, State or Local Government authority has in

existence, a reciprocal arrangement with the Council, provided that continuity of service with or between relevant authority and Brisbane City Council shall not be broken.

For recognition of previous service to occur, the employee must commence service with the Council within 3 months of termination of service with a recognised body.

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

8.1 Travelling time

Travelling time shall be paid for at ordinary rates, and shall be included for the purpose of calculating overtime.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

9.1.1 The parties to this Award recognise that in order to increase the efficiency, productivity and competitiveness of the Council, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

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

9.1.2 Following proper consultation, the Council shall develop a training programme consistent with:

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

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

10.1 Change money

The employer shall provide an amount of change money as determined by the employer after consultation with the Union for the performance of the employee's duty, to any bus operator or conductor issuing tickets provided that the employee shall produce same when called upon to do so by an officer of the employer.

10.2 Sanitary accommodation

When the return run is more than 20 minutes, suitable sanitary accommodation shall be provided at all termini.

10.3 Uniforms

10.3.1 On entering the service, and at intervals thereafter, bus operators and conductors shall receive an issue of uniforms as mutually agreed between the Union and the Council from time to time.

10.3.2 In the event of disagreement over any proposed changes to issue of uniforms, such matters shall be dealt with under the grievance and dispute settlement procedure in clause 3.1

10.3.3 Such uniforms shall remain the property of the Council and shall be returned to the Council on demand, in good order and condition subject to fair wear and tear:

Provided that any bus operator or conductor who resigns within 6 months of engagement, and who had been issued with new uniforms shall pay to the Council, or forfeit from any monies due to the employee by the Council, the value of the uniforms issued to them.

10.4 Notice to be measured

Any bus operator or conductor entitled to receive a uniform shall have arranged by the Council to be measured for same at least 30 days before the issue is due, to allow the issue to be supplied by the prescribed time.

10.5 Overalls

Bus assistants shall be supplied with 2 suits of overalls or one suit of overalls and one pair of oilskin trousers annually.

10.6 Accident reports

For making out a No. 1 accident report in the employee's own time, any bus operator or conductor shall be allowed 15 minutes at the ordinary rate, where it is essential that the report be made in the employee's own time.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry procedure

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

11.1.3 Inspection of records

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (i) is ineligible to become a member of the Union; or
 - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
 - (iii) has made a written request to the employer that the employee does not want that employee's 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 Justice and Attorney General, 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 Union encouragement

Clause 11.3 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.

11.3.1 *Documentation to be provided by employer*

At the point of engagement, an employer to whom this Award applies 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.

11.3.2 *Union delegates*

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.

The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.3.3 *Deduction of union fees*

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

11.4 Award posting

The Council must display a copy of this Award in a conspicuous place in each operations centre where employees can easily read it.

SCHEDULE 1 - Service standards

| 1. RDS | MEASUREMENT |
|---|---|
| 1.1 Reliability | |
| 1.1.1 Operating staff are expected to be punctual. | Subject to late running beyond the operators control, runs are expected to leave on time from the depot and operate in accordance with the timetable. |
| 1.1.2 Operating staff are to attend work as rostered. | Within approved leave and approved purposes. |
| 1.2 Presentation | |
| 1.2.1 Operating staff are expected to present themselves in a neat and tidy way and in the appropriate Council uniform. | Based on reports from the public and/or staff. |
| 1.2.2 Bus signage is to be correct. | Based on reports from the public and/or staff. |
| 1.3 Courtesy | |
| 1.3.1 Operating staff are expected to be courteous and helpful to customers and other employees. | Based on reports from the public and/or staff. |
| 1.4 Safety | |
| 1.4.1 Operating staff are expected to drive in a safe and responsible way. | Based on reports from the public and/or staff. |
| 1.4.2 Operating staff are to fulfil their requirements in regard to correct accident procedures. | Based on reports from the public and/or staff. |
| 1.5 Revenue protection | |
| 1.5.1 Operating staff are expected to apply the correct fare structure. | Based on reports from the public and/or staff. |
| 1.5.2 Operating staff are expected to pay in the correct amount. | Weekly reconciliation in accordance with existing standards. |
| 2. Work Skills | |
| 2.1 Bus assistant | |
| LEVEL 1 | * Cleaning and maintaining amenities |
| | * Operating departmental radio networks |

- * Guiding drivers
 - * Completing paperwork associated with the job
- LEVEL 2
- * As for Level 1
 - * Fuelling buses and checking tyres
 - * Operating all types of vehicles within depot
- LEVEL 3
- * As for Level 2
 - * Operating all types of vehicles on the road
 - * Courier duties
 - * Performing grease and oil changes
 - * Minor mechanical duties
 - * Tyre fixing
 - * Steam cleaning

2.2 Bus operators

- LEVEL 1
- * Operate all types of buses
 - * Knowledge of fare and ticket systems
 - * Exercise customer relations
 - * Ensuring bus is OK for traffic
- LEVEL 2
- * As for Bus Assistant 1-3
 - * As for Level 1
 - * Diagnosing minor bus faults
 - * Administer First Aid
- LEVEL 3
- * As for Level 2
 - * Operate trambus/special vehicles
 - * Knowledge of other depot routes
 - * Instructing new drivers re depot operations
 - * Advanced customer relations
 - * On bus service/patronage checks
 - * Assisting staff roster preparations
- LEVEL 4
- * As for Level 3
 - * Driver instruction
 - * Driving routes at other depots

3. Training

Condition: Certification that training has been undertaken and skills obtained

3.1 Bus assistant

- * Training in operational equipment
- * Training in use of radio
- * Fuel scan computer training
- * Identification of tyre wear leading to tyre fixing
- * Driver training leading to licence
- * On-the-job training for oiling and greasing
- * On-the-job training for mechanic/steam cleaning

3.2 Bus operator

- * As per bus assistant
- * Driver training leading to licence
- * Instruction and practice in fare and ticket systems
- * Customer relations training
- * Advanced customer relations training
- * Instruction and practice on check list for OK buses
- * Instruction and practice on check list for identifying minor faults
- * Formal training in first aid
- * Knowledge of Citysights and commentary technique
- * Train the trainer
- * Advanced driver training
- * Roster preparation advance training

4. Performance Appraisal

Purpose of appraisal: To discuss with the operators their achievements in regard to service standards and work skills relevant to their appropriate level.

Bus operator/assistant

| | | |
|---------|--|--------------------|
| Level 1 | Work review each 4 months | Operations manager |
| Level 2 | Work review each 6 months | Operations manager |
| Level 3 | Work Review annually | Operations manager |
| Level 4 | As required by either party and beyond | Operations manager |

SCHEDULE 2 - Times for signing on and signing off

| Monday to Sunday | Sign on (Mins) | Sign off (Mins) |
|--|-------------------|--------------------|
| At the commencement and completion of each shift | 10 | 10 |
| When taking a bus out of or bringing a bus into a garage when called upon to do any extra work | 5 | 5 |
| When not taking a bus out of or bringing a bus into a garage when called upon to do any extra work | 2 | 2 |

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