

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016*

*Brisbane City Council Bus Transport Employees Award – State 2016*

*Matter No. B/2019/32, B/2019/33 and B/2019/34*

**REPRINT OF AWARD UNDER SECTION 980**

**Certification of Reprint**

Following the general ruling made by the Commission in the 2019 State Wage Case, the *Brisbane City Council Bus Transport Employees Award – State 2016* is hereby reprinted, under s 980 of the *Industrial Relations Act 2016*.

I hereby certify that the Award contained herein is a true and correct copy of the Brisbane City Council Bus Transport Employees Award – State 2016 as at 1 September 2019.

**Name of modern award:** *Brisbane City Council Bus Transport Employees Award – State 2016*

**Operative date of the modern award reprint:** 1 September 2019

**Operative date of modern award:** As per clause 2 of the modern award

By the Registrar

M. SHELLEY

18 November 2019

# **BRISBANE CITY COUNCIL BUS TRANSPORT EMPLOYEES AWARD – STATE 2016**

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## PART 1 - Title and Operation

### 1. Title

This Award is known as the *Brisbane City Council Bus Transport Employees Award – State 2016*.

### 2. Operation

This Award, made on 7 October 2016, operates from 1 March 2017.

### 3. Definitions and interpretation

**Act** means the *Industrial Relations Act 2016*

**afternoon shift** means a shift worked by a Bus Assistant which commences after 1200 and finishes between 1800 and 2400

**Commission** means the Queensland Industrial Relations Commission

**Council** means the Brisbane City Council

**double time** means the ordinary time rate, as defined herein, multiplied by 2

**double time and one-half** means the ordinary time rate as defined herein, multiplied by 2.5

**night shift** means a shift worked by a bus assistant which starts before 2400 and finishes after 2400

**ordinary time rate** means the classification rate of pay prescribed in this Award for the employee, divided by 38

**public holiday** has the same meaning as that provided in Schedule 5 of the Act

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

**registered medical practitioner** means a medical practitioner registered with the Medical Board of Australia, but shall not include the services of osteopaths, chiropractors, acupuncturists, naturopaths, herbalists and homeopaths

**time and one-half** means the ordinary time rate, as defined herein, multiplied by 1.5

**union** means the Australian Rail, Tram and Bus Industry Union of Employees, Queensland Branch

**week** means the pay week as designated by the Council from time to time

### 4. Coverage

This Award applies to:

- (a) employees of Brisbane City Council who are employed in cleaning, maintenance and bus driving activities and for whom there are classifications and wage rates prescribed in this Award; and
  - (b) Brisbane City Council in its capacity as the employer of such employees; and
  - (c) Australian Rail, Tram and Bus Industry Union of Employees, Queensland Branch,
- to the exclusion of any other award.

## **5. The Queensland Employment Standards and this Award**

This Award together with the QES provide for a minimum safety net of enforceable conditions of employment for employees covered by this Award.

## **6. Enterprise flexibility and facilitative award provisions**

### **6.1 Enterprise flexibility**

- (a) As part of a process of improvement in productivity and efficiency, discussion should take place at an enterprise level to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- (b) The consultative processes established in an enterprise in accordance with clause 6.1 may provide an appropriate mechanism for consideration of matters relevant to clause 6.1(a). Union delegates at the place of work may be involved in such discussions.
- (c) Any proposed genuine agreement reached between the Council and employees in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 4 of the Act and is to have no force or effect until approval is given.

### **6.2 Procedures to implement facilitative award provisions**

Wherever facilitative provisions appear in this Award which allow for determination of the conditions of employment by agreement between the Council and the union, or the Council and the majority of employees affected, the following procedures shall apply:

- (a) Facilitative award provisions can be negotiated between management and employees who are directly affected by such proposals or between management and the union depending on the particular award provisions.
- (b) Employees may be represented by their local union delegate/s and shall have the right to be represented by their local union official/s.
- (c) Facilitative award provisions can only be implemented by agreement.
- (d) In determining the outcome from facilitative provisions neither party should unreasonably withhold agreement.
- (e) Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the union depending upon the particular award provisions.
- (f) Where a provision refers to agreement by the majority of employees affected, all employees directly affected shall be consulted. This consultation shall be undertaken where practicable as a group, or in groups. Should the consultation process identify employees with specific concerns which relate to either equity or occupational health and safety issues, such concerns may be catered for on an individual basis subject to operational requirements.
- (g) Any agreement reached must be documented and shall incorporate a review period.
- (h) Where the agreement relates to either the working of ordinary hours on other than a Monday to Friday basis, the introduction of shift work or a change to the shift roster, the union is to be notified in writing at least one week in advance of agreement being sought.

## PART 2 - Dispute Resolution

### 7. Grievances and disputes

- (a) This grievance and dispute avoidance procedure aims to avoid industrial disputes or, where a dispute occurs, to provide a means of settlement based on consultation, cooperation and discussion and the avoidance of interruption to work performance.
- (b) 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.
- (c) No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- (d) Any grievance or dispute shall be handled as follows:
  - Stage 1: Discussions between the employee/s and their 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 delegate/s with the relevant line manager and a human resource consultant or other person nominated by the Manager, Workplace Relations.
  - Stage 3: Discussions involving relevant union secretary/organiser or nominated delegate/s with their Divisional Manager and Manager, Workplace Relations or nominated delegate/s.
- (e) 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.
- (f) 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.
- (g) 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 7(d) should, if possible, take place within 24 hours after the request of the employee or the employee's representative. At least seven days should be allowed for all stages of the discussions to be finalised.
- (h) 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.
- (i) 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.
- (j) 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 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

- (a) Employees covered by this Award shall be advised in writing of their employment category upon appointment.
- (b) Any acknowledgment of receipt by an employee of the advice of their category should be in writing.
- (c) Employment categories are:
  - (i) full-time (as prescribed in clause 8.1);
  - (ii) part-time (as prescribed in clause 8.2);
  - (iii) permanent (as prescribed in clause 8.3);
  - (iv) temporary (as prescribed in clause 8.4); and
  - (v) casual (as prescribed in clause 8.5).

#### **8.1 Full-time employment**

A full-time employee is one who is engaged as such to work an average of 38 ordinary hours per week or as otherwise provided by clause 15.1.

#### **8.2 Part-time employment**

- (a) A part-time employee is one whose ordinary rostered working hours shall not be less than 12 hours or more than 32 hours per week, unless agreed otherwise in writing between Council and the employee.
- (b) Upon engagement, the Council and the part-time employee shall agree in writing on 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 Council upon giving 21 days' notice to the employee where changes to available work have occurred.
- (c) Any variation to the number of hours to be worked in clause 8.2(b) shall be recorded in writing.
- (d) A part-time employee shall be paid for each hour of ordinary time worked at the rate of 1/38th of the weekly rate of wage prescribed for the class of work performed.
- (e) A part-time employee shall be rostered to work, and paid, a minimum of 3 hours per work period.
- (f) For the purposes of clause 8.2, 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.
- (g) A meal break shall not be taken until at least 2 hours have been worked within a rostered period of work and must be commenced, where practicable, before 5 hours after the commencement of work and, in any event, before 5 hours and 15 minutes has elapsed.
- (h) A part-time employee shall be entitled to a meal break of not less than 30 minutes nor more than 55 minutes.
- (i) All time worked in excess of the agreed rostered hours shall be paid as overtime. The maximum agreed ordinary rostered hours per day will be 8 hours. Overtime will be calculated on a daily basis and shall be paid as follows:

- (i) for overtime worked on Monday to Friday, inclusive - at the rate of time and one-half for the first 3 hours and double time thereafter; and
- (ii) for overtime worked on a Saturday or a Sunday - at the rate of double time.
- (j) All allowances which apply to full-time employees shall apply to part-time employees subject to the same conditions on the following basis:
  - (i) Weekly and daily allowances shall be paid on a *pro rata* basis.
  - (ii) Hourly rate allowances shall be paid on the same basis as for full-time employees.
- (k) Where a public holiday falls on a day upon which a part-time employee would ordinarily be rostered to work, that employee shall be paid the number of hours that the employee was rostered to work on that day.
- (l) A part-time employee's regular roster shall not be altered to avoid the obligation of clause 8.2(k).
- (m) A part-time employee shall be entitled to annual leave which shall accrue on a proportionate basis based upon a standard four weeks' annual leave entitlement for full-time employees.
- (n) Part-time bus operators shall be eligible for progression between classifications as provided for in clauses 12.1 and 12.2 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.
- (o) Where a vacancy exists in a position of a part-time employee, preference in engagement of a person to fill that position shall be given to existing full-time or casual employees.
- (p) Clause 15.10 of this Award shall not apply to part-time employees.

### **8.3 Permanent employment**

A permanent employee is a full-time employee or part-time employee who has completed the probationary period of three months and who has subsequently been confirmed as a permanent employee.

### **8.4 Temporary employment**

- (a) A temporary employee is one who is engaged by the Council for a specific period of time or task.
- (b) An employee engaged as a temporary employee shall not change employment status, notwithstanding changes to working patterns, unless formally advised of a change of employment.
- (c) A temporary employee shall be entitled to all award conditions and rates as applies to a permanent employee of the same class, and will receive entitlements on a *pro rata* basis.

### **8.5 Casual employment**

- (a) A casual employee is one who is engaged by the hour and paid as such and who may be engaged where required by the Council.
- (b) Each engagement stands alone with a minimum payment as for 2 hours' work.
- (c) A casual employee can perform work to a maximum of 38 ordinary hours per week.



- (d) A casual employee shall not be engaged to work on more than six days in any seven day period.
- (e) An employee engaged as a casual employee shall not change employment status, notwithstanding changes to working patterns, unless formally advised of a change of employment status.
- (f) There will be a maximum of two 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.
- (g) Except as provided in clauses 15.11(b) and (d), 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 personal leave.
- (h) 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 as follows:
  - (i) on Monday to Friday, inclusive - at the rate of time and one-half for the first 3 hours, and double time thereafter, plus a loading of 23% of the ordinary time rate;
  - (ii) on Saturdays and Sundays - at the rate of double time plus a loading of 23% of the ordinary time rate.
- (i) Notwithstanding the provisions of clauses 8.5(h)(i) and (ii), 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.
- (j)
  - (i) A casual employee who is engaged to perform "waiting time 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, where practicable, before 5 hours after the commencement of work but, in any event, before 5 hours and 15 minutes has elapsed.
  - (ii) The Council may direct that such meal break be of 30 minutes duration only.
  - (iii) In all other cases a meal break shall be provided to casual employees in accordance with the provisions of clauses 16(c) and (d).
- (k) The following clauses of this Award shall not apply to casuals:

Clause	Subject	Equivalent casual entitlement
9.1	Notice of termination by the Council	Hourly engagement (clause 8.5(a))
15.1(b)	Ordinary daily hours of work for bus operators to be 7 hours and 36 minutes	Minimum of 2 hours' pay per engagement (clause 8.5(b))
15.1(c), (d)	Ordinary working hours for bus assistants and access to 9 day fortnight	Not applicable
15.9 (a), (b), (d), (e)	Reporting for duty	Not applicable
15.10	Day off duty and work on day off duty	Not applicable
18	Overtime	Provided for in clause 8.5(h)
19	Annual leave	Included in 23% loading
20	Personal leave	Included in 23% loading

## **8.6 Anti-discrimination**

- (a) In fulfilling their obligations under this Award, the parties must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects. Discrimination includes:
  - (i) discrimination on the basis of sex, relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality and association with, or relation to, a person identified on the basis of any of the above attributes;
  - (ii) sexual harassment; and
  - (iii) racial and religious vilification.
- (b) Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 7, 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.
- (c) Nothing in clause 8.6 is to be taken to affect:
  - (i) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
  - (ii) an employee, Council or registered organisation, pursuing matters of discrimination, including by application to the Australian Human Rights Commission/Anti-Discrimination Commission Queensland.

## **9. Termination of employment**

### **9.1 Notice of termination by the Council**

Notice of termination by the Council is provided for in Division 13 of the QES. Clauses 9.2 to 9.5 supplement the QES provisions.

### **9.2 Notice of termination by an employee**

When an employee, other than a casual employee, has been in the service of the Council for 3 months, one week's notice in writing of the termination of employment shall be provided by the employee or in lieu thereof a maximum of one week's wages shall be paid or forfeited. If an employee fails to give the required notice the Council will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of wage for the period of notice not provided.

### **9.3 Notice cannot be offset**

In the absence of mutual agreement between the Council and the employee, annual leave or any part thereof cannot be considered as or nominated as notice for the purpose of giving notice of termination of employment.

### **9.4 Job search entitlement**

Where the Council has given notice of termination to an employee, other than a casual, for reasons other than redundancy, the employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the Council.

## **9.5 Statement of employment**

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

# **10. Redundancy**

## **10.1 Redundancy pay**

Redundancy pay is provided for in Division 13 of the QES. Clauses 10.2 to 10.9 supplement the QES provisions.

## **10.2 Consultation before termination**

- (a) Where the Council decides that the Council no longer wishes the job an employee/s has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the Council shall consult the employee/s directly affected and, where relevant, their union.
- (b) The consultation shall take place as soon as it is practicable after the Council has made a decision which will invoke the provisions of clause 10.2(a) and shall cover the reasons for the proposed terminations and measures to avoid or minimise the terminations and/or their adverse effects on the employee/s concerned.
- (c) For the purpose of the consultation the Council shall, as soon as practicable, provide in writing to the employee/s concerned and, where relevant, their union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out.
- (d) Notwithstanding the provision of clause 10.2(c), the Council shall not be required to disclose confidential information, the disclosure of which would be adverse to the Council's interests.

## **10.3 Transfer to lower paid duties**

- (a) Where an employee is transferred to lower paid duties by reason of redundancy the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under the redundancy pay provisions of the QES.
- (b) The Council may, at the Council's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the Council would have been liable to pay and the new lower amount the Council is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including, for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.

#### **10.4 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

#### **10.5 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee must, at the request of the Council, produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) Clause 10.5 applies instead of clause 9.4 in cases of redundancy.

#### **10.6 Transmission of business**

- (a) Where a business is, whether before or after the date of commencement of this Award, transmitted from the Council (transmittor) to another employer (transmittee) and an employee who at the time of such transmission was an employee of the transmittor of the business becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clauses 10.6 and 10.7, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

#### **10.7 Exemption where transmission of business**

The provisions of clause 10.6 are not applicable where a business is, before or after the date of commencement of this Award, transmitted from the Council (transmittor) to another employer (transmittee) in any of the following circumstances:

- (a) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or
- (b) where the employee rejects an offer of employment with the transmittee:
  - (i) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and

- (ii) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

#### **10.8 Alternative employment**

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

#### **10.9 Employees exempted**

Clauses 10.1 to 10.8 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to an employee engaged for a specific period or task/s; or
- (c) to a casual employee; or
- (d) to an employee with less than one year's continuous service, in which case the general obligation on the Council should be no more than to give the relevant employee an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employee of suitable alternative employment.

### **11. Consultation - Introduction of changes**

#### **11.1 Council's duty to notify**

- (a) Where the Council decides to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Council shall notify the employees who may be affected by the proposed changes and, where relevant, their union.
- (b) 'Significant effects' includes termination of employment; major changes in the composition, operation or size of the Council's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- (c) Where the Award makes provision for alteration of any of the matters referred to in clauses 11.1(a) and (b) an alteration shall be deemed not to have significant effect.

#### **11.2 Council's duty to consult over change**

- (a) The Council shall consult the employees affected and, where relevant, their union about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the Council intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 11.1.
- (c) For the purpose of such consultation the Council shall provide in writing to the employees concerned and, where relevant, their union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.

- (d) Notwithstanding the provision of clause 11.2(c) the Council shall not be required to disclose confidential information, the disclosure of which would be adverse to the Council's interests.

## PART 4 - Minimum Wage Levels, Allowances and Related Matters

### 12. Classifications and minimum wages levels

#### 12.1 Classification structure

Employees covered by this Award are to be classified into a classification type and level in accordance with the generic level descriptors contained in Schedule 1.

#### 12.2 Progression

- (a) Progression between classification levels will be in accordance with the classification definitions in Schedule 1.
- (b) Any dispute that may arise as a result of clause 12.2 shall be handled in the first instance through the grievance and disputes procedure in clause 7.

#### 12.3 Minimum wage levels

The minimum wages payable to employees covered by this Award are prescribed in the table below:

Classification	Paypoint	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>	Annual Salary <sup>3</sup> \$ <sup>4</sup>
Bus assistant level 1		848.00	44,096
Bus assistant level 2		862.50	44,850
Bus assistant level 3		877.00	45,604
Bus operator level 1		914.50	47,554
Bus operator level 2		931.00	48,412
Bus operator level 3	1	939.00	48,828
	2	946.50	49,218
Bus operator level 4	1	960.00	49,920
	2	968.00	50,336
	3	976.50	50,778
	4	985.00	51,220
	5	994.50	51,714

Notes:

- <sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2019 Declaration of General Ruling.
- <sup>2</sup> Rounded to the nearest \$0.50.
- <sup>3</sup> Annual salaries (weekly rate x 52) are for reference purposes only.
- <sup>4</sup> Rounded to the nearest dollar.

### 13. Allowances

#### 13.1 Articulated bus allowance

- (a) An employee driving an articulated bus in revenue service on a Monday to Friday, inclusive, shall

be paid an allowance for each shift during any part of which the employee drives an articulated bus. The allowance is to equate to 2.3% of the employee's weekly rate as prescribed in clause 12.3.

- (b) If driving an articulated bus in revenue service on a Saturday, Sunday, public holiday or rostered day off duty, the employee shall be paid the allowance calculated in accordance with clause 13.1(a) multiplied by the rate payable for working on the day in question (e.g. double time if working on a Saturday).
- (c) For the purposes of clause 13.1 the words **in revenue service** means "in traffic", i.e. whenever the vehicle is being operated on public roads.

### **13.2 Dirty toilets**

An employee required to clean toilets in the depot shall be paid an additional \$1.58 per day.

### **13.3 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 Shift Coordinator, merits the payment of dirt money, shall be paid an additional \$2.70 for each such vehicle cleaned. In all such cases the cleaner shall draw the attention of the Shift Coordinator to the condition of the bus before it is cleaned.

### **13.4 Work in rain allowance**

- (a) When an employee is required to perform work in the rain and by doing so the employee's clothes get wet, the employee shall be paid single time at their ordinary time rate of pay in addition to the wage rate they would otherwise be paid for all work so performed.
- (b) Such payment shall continue until the employee finishes work or is able to change into dry clothing, whichever event occurs first. However, the payment as prescribed shall not be made when protective clothing is provided by the Council.

### **13.5 Adjustment of monetary allowances**

- (a) The monetary allowances specified in clauses 13.2 (dirty toilets) and 13.3 (dirty work), inclusive, shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) At the time of any adjustment to the wage rates in this Award the overtime meal allowances at clauses 16(e) and (f), respectively, shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

#### Allowance

Overtime meal allowance  
(last adjusted 1 September 2019)

#### Eight Capitals Consumer Price Index (ABS Cat No. 6401.0 - Table 7)

Take-away and fast foods sub-group

## 14. Superannuation

- (a) Subject to Commonwealth legislation, Brisbane City Council must comply with superannuation arrangements prescribed in the *City of Brisbane Act 2010*, the *Local Government Act 2009* and *Local Government Regulation 2012*.
- (b) Where Commonwealth legislation provides for choice of fund rights to an employee subject to this Award, and that employee fails to elect which superannuation fund to which Council contributions are directed, the Council will direct contributions to the appropriate fund prescribed in the abovementioned Queensland legislation.

## PART 5 - Hours of Work and Related Matters

### 15. Hours of duty

#### 15.1 Ordinary hours of duty

- (a) The ordinary weekly working hours of bus operators shall not exceed 38 hours.
- (b) The ordinary daily working hours of bus operators, other than part-time employees, shall be 7 hours and 36 minutes on any shift on Monday to Friday, inclusive, and not less than 7 hours on a Saturday or Sunday.
- (c) Subject to clause 15.1(d), the ordinary working hours of bus assistants, other than part-time employees, shall not exceed 38 hours in any one week or 7 hours 36 minutes in any one day.
- (d) By agreement between the union and the Council, ordinary hours may be worked over a fortnightly period on nine consecutive working days, and not more than 8 hours 27 minutes shall be worked on any such day at ordinary time rates of pay.

#### 15.2 Waiting time as directed

All waiting time as directed undertaken by bus operators shall be regarded as time worked.

#### 15.3 Waiting at functions and special events

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

#### 15.4 Times for signing on or off

The times to be allowed in the Council's time to bus operators who are required to sign on and sign off shall be as follows:

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



### **15.5 Shift workers - Bus assistants**

- (a) Subject to clauses 15.5(b) and (c), 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 15.5(a) may be exceeded in any week or weeks subject to the total ordinary hours worked during any roster period not exceeding an average of 38 hours per week, ascertained by multiplying the number of weeks in the roster period by 38.
- (c) The ordinary hours of work referred to in clause 15.5(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 paid crib break of 30 minutes during each shift. Such break shall be taken at a time and in such manner that will not interfere with continuity of work where continuity is necessary.

### **15.6 Extra payments for afternoon and night shift**

Bus assistants who are required to work shift work shall be paid:

- (a) Afternoon shift - an additional 12.5% of their ordinary time rate of pay per shift or \$9.70 per shift, whichever is greater.
- (b) Night shift - an additional 15% of their ordinary time rate of pay per shift or \$9.70 per shift, whichever is greater.

### **15.7 Special night allowance**

- (a) Subject to clause 15.7(b), bus operators shall be entitled to an allowance of 12.5% of the ordinary time rate of a Bus Operator Level 1 for all ordinary time worked between the hours of 1800 and 0700. 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.
- (b) Where overtime or penalty rates are payable the special night allowance prescribed in clause 15.7(a) shall not be payable.

### **15.8 Minimum hours**

- (a) Full-time bus operators who avail themselves of all work offered shall be paid a minimum of 38 hours at the ordinary time rate of pay for each weeks' service, excluding any additional payments for overtime or the additional loadings payable for work performed on a Sunday, public holiday, or on their day off duty.
- (b) Any employee subject to clause 15.8 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 Council from the obligation to pay the equivalent for such hours absent to the extent of 7 hours 36 minutes for each day not worked.

### **15.9 Reporting for duty**

- (a) Any employee (other than a casual 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 15.1(b) unless at least 2 hours' notice was given at the employee's place of residence that the employee was not required for duty.
- (b) For the purpose of calculating overtime, when payment is made for the duration of hours provided in clause 15.9(a) such duration of hours shall be regarded as work.

- (c) In calculating the length of break between shifts, the time of signing off shall be taken into account.
- (d) Any employee required to report for duty on more than one occasion on any one day shall receive payment for not less than 8 hours calculated at ordinary time rates, except on Sundays when the employee shall receive payment for not less than 6 hours calculated at the rate of time and one-half.
- (e) Any employee who is required to report on more than one occasion on any of the public holidays mentioned in clause 24 shall receive payment for not less than 6 hours calculated at the rate of double time.

#### 15.10 Days off duty

- (a) Except as otherwise provided below, bus operators shall be entitled to two consecutive days off duty without pay in each week.
- (b) Notwithstanding the provisions of clause 15.10(a), where the principle of two consecutive days off duty 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 duty may be applied to obtain balance.
- (c) All other employees shall be entitled to two days off duty without pay in each week and, as far as reasonably practicable, the days off duty shall be consecutive.
- (d) Any employee required to work on any day off duty shall be given not less than 12 hours' notice of the requirement to work, except under emergent conditions beyond the control of the Council, and shall be paid at overtime rates for such work as provided hereunder.
- (e) Except as provided in clause 15.10(g),
  - (i) an employee who works on the employee's day off duty from Monday to Friday and who receives **not less than** 12 hours' notice of such work shall be paid as follows:
    - (A) at the rate of time and one-half for a period of 6 hours spread over a time not exceeding 8 hours from the time of signing on;
    - (B) at the rate of double time for any period after 8 hours from the time of signing on.
  - (ii) An employee who is required to work on the employee's day off duty 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.
  - (iii) An employee who works on the employee's day off duty from Monday to Friday, and who receives **less than** 12 hours' notice of such work, shall be paid as follows:
    - (A) at the rate of double time for a period of 6 hours spread over a time not exceeding 8 hours from the time of signing on;
    - (B) at the rate of double time and a-quarter for any period after 8 hours from the time of signing on.
  - (iv) An employee who is required to work on the employee's day off duty on a Saturday or Sunday, and who receives **less than** 12 hours' notice, shall be paid double time and a-quarter with a minimum of 6 hours.

- (f) If an employee's day off duty falls on a public holiday, the employee shall be entitled to receive double time and one-half for any time worked on that day, with a minimum of 6 hours.
- (g) Clauses 15.10(e) and (f) shall not apply to an employee who works a late time-table on the day prior to the employee's day off duty when such late time-table extends beyond midnight into the morning of the day off duty. However, an employee who works a late time-table on the employee's day off duty, when such late time-table extends beyond midnight into the morning after the day off duty, shall be paid in accordance with the provisions of clauses 15.10(e) and (f) to the end of such late time-table.
- (h) Any employee who has a single day off duty is not expected to be worked past 2100 on the night preceding the single day off duty.

#### **15.11 Work on Saturdays and Sundays**

- (a) Ordinary time worked on a Saturday by an employee other than a casual employee shall be paid for at the rate of time and one-half.
- (b) Ordinary time worked on a Saturday by a casual employee shall be paid for at the ordinary time rate multiplied by 1.845.
- (c) Ordinary time worked on a Sunday by an employee other than a casual employee shall be paid for at the rate of double time.
- (d) Ordinary time worked on a Sunday by a casual employee shall be paid for at the ordinary time rate multiplied by 2.46.

#### **15.12 Spread of hours**

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

- (a) Between 9 1/2 hours and 10 1/2 hours - at the rate of time and one-half.
- (b) After 10 1/2 hours - at the rate of double time.

#### **15.13 Interval between shifts**

Except by mutual consent between an employee and the Council, or between the union and the Council, all employees shall have a break of at least 10 hours between the cessation of one day's work and the commencement of another day's work.

#### **15.14 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.

#### **15.15 Late services**

Any bus operator who is required to continue working after 0100 shall be entitled to payment at the rate of time and one-half for all time worked after 0100.

#### **15.16 Signing on and off at the depot**

A bus operator shall sign on and off at the depot to which the bus operator is assigned.

## **16. Meal breaks**

- (a) All bus operators shall be entitled to a an unpaid meal break of not less than 40 minutes nor more than 55 minutes and, in cases where the distance exceeds 91.4 metres, such meal break shall be exclusive of time occupied in walking from the relief point to the nearest established dining room provided by the Council.
- (b) In cases of emergency brought about by unforeseen circumstances beyond the control of the Council, such meal break may be reduced to 30 minutes.
- (c) An employee shall commence their meal break, where practicable, before 5 hours after the commencement of work and, in any event, before 5 hours and 15 minutes has elapsed.
- (d) Where practicable, such meal time shall not be given until 3 hours and 30 minutes have been worked on the early shift and 3 hours on the late shift.
- (e) When any bus operator 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 \$13.05.
- (f) When any bus operator 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 \$13.05.
- (g) Clauses 16(e) and (f) 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.
- (h) Employees other than bus operators shall be entitled to a meal time of not less than 30 minutes or more than 60 minutes (as may be mutually agreed upon) each day.

## **17. Rest pauses**

No provisions.

## **18. Overtime**

- (a) All time worked by an employee in excess of the ordinary working hours prescribed in clause 15.1 shall be deemed to be overtime and shall be paid for at the rate of time and one-half for the first 3 hours and double time thereafter.
- (b) Any employee referred to in clauses 15.1(c) and 15.5 who works a fortnightly period of nine consecutive working days and is required to work on their agreed rostered day off duty shall be paid the overtime rates prescribed in clause 18(a).
- (c) All overtime worked on a Saturday or a Sunday shall be paid for at the rate of double time.

### **18.1 Distribution of overtime**

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

## **PART 6 - Leave of Absence and Public Holidays**

## **19. Annual leave**

Annual leave is provided for in Division 5 of the QES. Clauses 19.1 and 19.2 supplement the QES.

### **19.1 Amount of leave**

- (a) Bus operators and bus assistants required to work on a night shift roster shall be entitled to one week's annual leave after completing each year of employment in addition to the 4 weeks' annual leave prescribed in the QES. Such additional annual leave shall be in lieu of:
  - (i) public holidays which might occur during the period of such annual leave; and
  - (ii) compensation for the unusual conditions of employment attending the operation of buses.
- (b) All other employees shall be entitled to 4 weeks' annual leave after completing each year of employment.

### **19.2 Payment for annual leave**

- (a) Bus operators proceeding on annual leave shall be paid as follows:
  - (i) an amount equal to the rate of wage being paid to the employee immediately before the employee takes the leave for the period of such leave; and
  - (ii) a loading of 20% on 4 weeks' annual leave calculated on the rate of wage prescribed in clause 12.3 for their classification and paypoint.
- (b) Bus assistants required to work night shift proceeding on annual leave shall be paid:
  - (i) an amount equal to the rate of wage being paid to the employee immediately before the employee takes the leave for the period of such leave calculated according to the employee's roster or projected roster, including Saturdays, Sundays, public holidays and shift penalties prescribed in clauses 15.6; or
  - (ii) an amount equal to the rate of wage being paid to the employee immediately before the employee takes the leave for the period of such leave plus a loading of 17.5% on 5 weeks' annual leave calculated on the rate of wage prescribed by clause 12.3 for their classification and paypoint,

whichever is the higher.
- (c) Bus assistants not required to work night shift proceeding on annual leave shall be paid:
  - (i) an amount equal to the rate of wage being paid to the employee immediately before the employee takes the leave for the period of such leave; and
  - (ii) a loading of 17.5% on 4 weeks' annual leave calculated on the rate of wage prescribed by clause 12.3 for their classification and paypoint.

## **20. Personal leave**

Personal leave is provided for in Division 6 of the QES. Clauses 20.1 to 20.3 supplement the QES.

### **20.1 Accumulation and payment**

- (a) An employee, other than a casual employee, is entitled to 12 days' personal leave on full pay for each completed year of employment, the unused portion of which will accrue from year to year. The year is measured from the employee's personal leave accrual start date.
- (b) For the purposes of clause 20.1(a) a **day** is to be regarded as 7 hours and 36 minutes for full-time employees. Personal leave is to be calculated on a *pro rata* basis for part-time employees.

- (c) Personal leave will accumulate progressively during a year of employment.
- (d) Accrued personal leave is accessible once an employee has worked for Council for a minimum period of six weeks.
- (e) Personal leave is available for an employee:
  - (i) Who is unable to perform their duties on account of illness or injury (except for those covered by workers' compensation).
  - (ii) Who is the primary care giver and is required to care for or support a member of their immediate family or household.
- (f) A maximum of 15 days of accrued personal leave entitlements (*pro rata* for part-time employees) is able to be accessed by an employee in any one year for caring requirements.
- (g) Payment for personal leave will be made based on the number of ordinary hours which would have been worked by the employee if the employee was not absent on personal leave.
- (h) Personal leave will not be paid out on cessation of employment under any circumstances.

## **20.2 Notice requirements**

Where an employee is to be absent for the reasons described at clause 20.1(e), the employee must promptly notify their immediate supervisor of:

- (a) the reason for the absence from work; and
- (b) the approximate period for which the employee will be absent.

## **20.3 Supporting evidence**

- (a) If an employee is absent from duty for more than two days due to illness or injury, the employee's entitlement to paid personal leave is conditional on:
  - (i) the employee giving the Council a medical certificate from a registered medical practitioner describing the nature of the illness and the approximate period for which the employee will be absent; or
  - (ii) the employee giving the Council other evidence of the illness/ injury to the Council's satisfaction.
- (b) An employee is only able to access five absences (occurrences) of up to two days on paid personal leave due to illness or injury in a twelve month period without providing a medical certificate. For every request of personal leave for the remainder of that particular twelve month period, a medical certificate from a registered medical practitioner or other evidence to the Council's satisfaction must be provided in order for the employee to be entitled to paid personal leave.
- (c) If an employee is unable to attend work due to carer requirements, the employee may be required by the Council to provide a medical certificate from a registered medical practitioner. Where this is required the documentation must state:
  - (i) the name of the person being cared for;
  - (ii) the relationship to the employee;
  - (iii) that the person being cared for is ill; and
  - (iv) the illness is such as to require care by another person.

## 21. Bereavement leave

- (a) Bereavement leave is provided for in Division 6 of the QES. Clause 21(b) supplements the QES.
- (b) If an employee, except a casual employee, is responsible for all funeral arrangements, one additional paid bereavement leave day is available upon application.

## 22. Parental leave

Parental leave is provided for in Division 8 of the QES. Clauses 22.1 and 22.2 supplement the QES.

### 22.1 Commencement of parental leave

- (a) Unless agreed otherwise between the Council and the employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth of their child. If recommended by a registered medical practitioner, an employee may commence unpaid parental leave at any time during the term of the pregnancy.
- (b) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, the Council may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

### 22.2 Paid parental leave

- (a) Paid parental leave is available to full-time and part-time permanent employees after 12 months' continuous service. Paid parental leave is also available to temporary and long term casual employees after regular and systematic employment of at least two years immediately before the employee seeks to access this entitlement, as follows:
  - (i) paid maternity leave of 14 weeks, available immediately after confinement; or
  - (ii) paid paternity and partner leave of 4 weeks, available as one block at any time within 12 months of the birth of the child, but generally in association with the birth and bringing home of the child.
- (b) For the purposes of clause 22.2(a)(ii) **partner** means the parent in a partnership/marriage who is not the birth parent but who will play a key parental role. Partnership refers to those who are in a same sex relationship, legally married or in a de-facto relationship.

## 23. Long service leave

Long service leave, including for casual employees, is provided for in Division 9 of the QES. Clauses 23(a) to (f) supplement the QES.

- (a) At the completion of 10 years' continuous service employees are entitled to 13 weeks' long service leave on full pay.
- (b) For periods of continuous service greater than 10 years, long service leave will be calculated at the rate of one and three-tenths of a week on full pay for each year of continuous service.
- (c) After 10 years' continuous service a part-time or casual employee shall be eligible to the proportionate entitlement of long service leave.
- (d) An employee's continuous service ends if the employment is broken by more than three months between the end of one employment contract and the start of the next employment contract.

- (e) (i) 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 the relevant authority and Council shall not be broken.
- (ii) For recognition of previous service to occur, the employee must commence service with the Council within three months of termination of service with a recognised body.
- (f) Long service leave portability between Council and other local government/s will apply where provided for in relevant legislation.

## **24. Public holidays**

Public holidays are provided for in Division 10 of the QES. Clauses 24(a) to (d) supplement the QES.

- (a) All work done by any employee on:
  - 1 January (New Year's Day)
  - 26 January (Australia Day)
  - Good Friday
  - Easter Saturday (the day after Good Friday)
  - Easter Monday
  - 25 April (Anzac Day)
  - Labour Day
  - The Birthday of the Sovereign
  - Show Holiday
  - 25 December (Christmas Day)
  - 26 December (Boxing Day), or
  - any day appointed under the *Holidays Act 1983* to be kept in place of any such holiday,shall be paid for at the rate of double time and one-half with a minimum as for 4 hours' work.
- (b) (i) Where a public holiday is substituted to the next working day due to falling on a weekend, an employee who is required to work on both an observed and actual public holiday shall be paid the penalty rate for working on the observed public holiday only.
- (ii) Where an observed public holiday is gazetted as being in addition to an actual public holiday, an employee who is required to work on both the observed and actual public holiday shall be paid the penalty rate prescribed in clause 24(a) for working on each public holiday.
- (c) Clause 24(a) shall not apply to a bus operator who works a late time-table on the day prior to any of the public holidays listed in clause 24(a) when such late timetable extends beyond midnight into the morning of any of the said public holidays.
- (d) A bus operator 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 clause 24(a) to the end of such late time-table.

## **25. Jury service**

Jury service leave is provided for in Division 12 of the QES.



## **PART 7 - Travelling and Working Away From Usual Place of Work**

### **26. Travelling time**

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

## **PART 8 - Training and Related Matters**

### **27. Training**

- (a) 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:
  - (i) developing a more highly skilled and flexible workforce;
  - (ii) providing employees with career opportunities through appropriate training to acquire additional skills; and
  - (iii) removing barriers to the utilisation of skills acquired.
- (b) Following proper consultation, the Council shall develop a training programme consistent with:
  - (i) the current and future skill needs of the Council;
  - (ii) the size, structure and nature of the operations of the Council; and
  - (iii) the need to develop vocational skills relevant to the Council through courses conducted by accredited educational institutions and providers.

## **PART 9 - Occupational Health and Safety Matters, Equipment, Tools and Amenities**

### **28. Float money**

- (a) The Council shall provide to any bus operator issuing tickets an amount of float money, as determined by the Council after consultation with the union, for the performance of the employee's duty.
- (b) The employee shall produce the float money issued to them when called upon to do so by an officer of the Council.

### **29. Sanitary accommodation**

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

### **30. Uniforms**

- (a) On entering the service, and at intervals thereafter, bus operators and bus assistants shall receive an issue of uniforms.
- (b) The Council shall arrange for bus operators to be measured for their uniform issue at least 30 days before the issue is due, to allow the issue to be supplied by the prescribed time.

- (c) 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 7.
- (d) Uniforms issued in accordance with this clause 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.
- (e) Any bus operator or bus assistant 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.

### **31. Accident reports**

For making out a Bus Incident Report (No. 1 accident report) in the employee's own time, a bus operator shall be allowed 15 minutes at their ordinary time rate where it is essential that the report be made in the employee's own time.

## **PART 10 - Union Related Matters**

### **32. Right of entry**

- (a) Authorised industrial officer
  - (i) An 'authorised industrial officer' is any union official holding a current authority issued by the Industrial Registrar.
  - (ii) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the union.
- (b) Entry procedure
  - (i) An authorised industrial officer may enter a workplace at which the Council carries on a calling of the officer's organisation, during the Council's business hours, to exercise a power under Chapter 9, Part 1, Division 5, Subdivision 2 of the Act as long as the authorised industrial officer:
    - (A) has notified the Council or the Council's representative of the officer's presence; and
    - (B) produces their authorisation, if required by the Council or the Council's representative.
  - (ii) Clause 32(b)(i) does not apply if, on entering the workplace, the officer discovers that neither the Council nor the Council's representative having charge of the workplace is present.
  - (iii) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
  - (iv) If the authorised industrial officer does not comply with a condition of clause 32(b)(i) the authorised industrial officer may be treated as a trespasser.
- (c) Inspection of records
  - (i) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 339 of the Act.

- (ii) An authorised industrial officer is entitled to inspect such time and wages records of any current employee except if the employee:
    - (A) is ineligible to become a member of the authorised industrial officer's union; or
    - (B) has made a written request to the Council that they do not want their record inspected.
  - (iii) The authorised industrial officer may make a copy of the record, but cannot require any help from the Council.
  - (iv) A person must not, by threats or intimidation, persuade or attempt to persuade an employee or prospective employee to make, or refuse to make, a written request to the Council or prospective employer that the record not be available for inspection by an authorised industrial officer.
- (d) Discussions with employees
- An authorised industrial officer is entitled to discuss with the Council, or a member or employee eligible to become a member of the union:
- (i) matters under the Act during working or non-working time; and
  - (ii) any other matter with a member or employee eligible to become a member of the union, during non-working time.
- (e) Conduct
- (i) The Council must not obstruct the authorised industrial officer exercising their right of entry powers.
  - (ii) An authorised industrial officer must not wilfully obstruct the Council, or an employee during the employee's working time.

*Note: Clause 32 - Right of entry, deals with comparable provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to Chapter 9, Part 1, Division 5 of the Act as amended from time to time.*

### **33. Union delegates**

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

### **34. Award posting**

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

## **Schedule 1 - Classification Structure**

### **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;
- signaling drivers who are manoeuvring vehicles in Depot yard; and
- performing various administrative procedures.

### **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.

### **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.

### **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.

This level would include the use of the following indicative skills if required by the Council:

- 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;
- cleaning;
- reporting and recording information; and
- liaising with Bus Control and Council staff using various methods.

A bus licence and Driver Authorisation are pre-requisites for this position.

### **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 level would include the use of the following indicative skills if required by the Council:

- operating all types of buses to comply with Defensive Driving Skill/Techniques under all road conditions;
- practicing 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 and Driver Authorisation are pre-requisites for this position.

### **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 level would include the use of the following indicative skills if required by the Council:

- 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 and Driver Authorisation are pre-requisites for this position.

### **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 level would include the use of the following indicative skills if required by the Council:

- 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
- provision of feedback regarding rosters.

A bus licence and Driver Authorisation are pre-requisites for this position.

By the Commission,  
[L.S.] M. SHELLEY,  
Industrial Registrar.