

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**CAR PARK ATTENDANTS AWARD - SOUTH EASTERN DIVISION 2005**

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Car Park Attendants Award - South Eastern Division 2005 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Car Park Attendants Award - South Eastern Division 2005 as at 1 September 2010.

Dated 1 November 2010.

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

**CAR PARK ATTENDANTS AWARD - SOUTH EASTERN DIVISION 2005**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Car Park Attendants Award - South Eastern Division 2005.

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**1.3 Definitions**

- 1.3.1 "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.3.2 "Afternoon Shift" means any shift finishing after 7 p.m. and at or before midnight.
- 1.3.3 "Casual Employee" means an employee who is engaged as such in accordance with clause 4.3
- 1.3.4 "Commission" means the Queensland Industrial Relations Commission.
- 1.3.5 "Continuous Shift Work" means work where 3 shifts per day are worked continuously on 7 days of the week.
- 1.3.6 "Employer" means Kings Parking Corporate Pty. Ltd., Secure Parking Financial Services Pty. Ltd. and Wilson Parking 1992 Pty. Ltd.
- 1.3.7 "Night Shift" means any shift finishing subsequent to midnight and at or before 12 noon.
- 1.3.8 "Probationary Employee" means an employee in the first 3 months of employment. For the purposes of clause

1.3.8, full-time, part-time or casual employment will count as service on the basis of 3 calendar months from the first engagement or the first day upon which the employee is engaged.

1.3.9 "Shift Work" means work where more than one shift of not less than 7.6 hours per day is worked.

1.3.10 "South Eastern Division" means that portion of the State along or east of a line commencing at the junction of the southern border with 147 degrees of east longitude; then by that meridian of longitude due north to 22 degrees of south latitude; and along or south of a line commencing at the junction of 147 degrees of east longitude with 22 degrees of south latitude; then by that parallel of latitude due east to the eastern limit of the State.

1.3.11 "Union" means the Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees.

#### **1.4 Date of operation**

This Award takes effect from 14 November 2005.

#### **1.5 Award coverage**

This Award applies to the employers as defined in clause 1.3.6 who are principally engaged in providing car park management under fee or contract and car park attendants employed by them in the South Eastern Division of Queensland.

#### **1.6 Parties bound**

This Award is legally binding upon the Employers described in clause 1.5, their employees and the Union and its members.

#### **1.7 Benefits not to be withdrawn**

Nothing in this Award shall in itself be deemed or construed to reduce the wages of any employee employed at the date of operation or to withdraw benefits, concessions or privileges being received by such employee at such a date.

### **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**

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

3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.

3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.

3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence

the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.

- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The status quo existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

## **PART 4 - EMPLOYER AND EMPLOYEE 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. Employment categories are:

- (a) Full-time;
- (b) Part-time (as prescribed in clause 4.2); and
- (c) Casual (as prescribed in clause 4.3).

### **4.2 Part-time employment**

#### *4.2.1 Rates of pay*

Part-time employees shall be paid at the rate of 1/38th of the weekly rate of wages prescribed by the appropriate classification per hour, with a minimum payment as for 4 hours on any day when work is performed and a minimum of 16 hours per week.

#### *4.2.2 Overtime*

Part-time employees shall be entitled to overtime if they work in excess of 7.6 hours, or 10 hours where such an arrangement has been mutually agreed, in any one day or 38 hours in any one week:

Provided that part-time employees shall be entitled to overtime if they work in excess of the ordinary hours prescribed in rosters which have been agreed pursuant to clause 6.2.

#### *4.2.3 Hours of duty*

The hours of duty of part-time employees shall be worked in accordance with a roster under the provisions of clause 6.2 of this Award.

#### *4.2.4 Public holidays*

- (a) Part-time employees shall be entitled to the public holiday provisions of clause 7.6.
- (b) A part-time employee who is rostered to work on a day of the week on which a public holiday falls and who is not required to work on that day shall be paid for the hours which would otherwise have been worked on that day.
- (c) Should a part-time employee be rostered regularly to work on the day on which Labour Day, show day and Easter Saturday fall and such public holidays occur during a period of the employee's annual leave, there shall be added to the employee's annual leave an extra day for each such day so occurring.

#### 4.2.5 *Annual leave*

Part-time employees shall be entitled to annual leave in accordance with clause 7.1:

Provided that "full pay" shall be calculated in the same proportion as the average number of hours worked per week during the employee's year of employment bears to 38 hours per week.

#### 4.2.6 *Sick leave*

Where a part-time employee has accumulated an entitlement to sick leave in accordance with clause 7.2, payment for sick leave shall be based upon the number of hours that the employee would otherwise have worked on the day or days when such leave is taken:

Provided that no such employee shall be entitled to sick leave within each year of employment exceeding the proportion of 64 hours sick pay that the employee's average weekly working hours bears to 38 hours per week.

#### 4.2.7 *Bereavement leave*

In the case of a part-time employee entitled to bereavement leave as per clause 7.3, payment for such shall be based upon the number of hours that the employee would otherwise have worked on the day or days when such leave is taken.

#### 4.2.8 *Termination*

Termination of service of a part-time employee shall be in accordance with clause 4.6:

Provided that a "week's wage" shall be an amount equivalent to the proportion that the employee's average weekly working hours bears to 38 hours per week.

#### 4.2.9 *Engagement*

Casuals currently on the books of each company shall be offered first preference to part-time employment as it becomes available. New employees, that is employees not currently on the books as casuals, shall be employed as either full-time, part-time or casual employees at point of engagement.

### **4.3 Casual employment**

4.3.1 Casual employees shall not be employed for more than 38 ordinary hours in one week.

4.3.2 Casual employees shall be engaged by the hour for not less than 2 hours for each engagement.

4.3.3 A casual employee shall be paid per hour of engagement, at the rate of 1/38th of the weekly rate, prescribed for the appropriate classification plus a 23% loading for all ordinary time worked to be calculated to the next highest cent wherever a fraction of a cent results.

### **4.4 Probationary employment**

4.4.1 An employee may be engaged on probation for a period of up to 3 months' duration.

4.4.2 The employer will complete a first probationary review no later than mid-way through the defined probationary period. Following the conclusion of the first probationary review, the employer will provide the employee with feedback on their performance.

4.4.3 Where areas of unsatisfactory performance are identified, the employee will be made aware of these, the standards of satisfactory performance required and the dates by which they are required to be achieved.

4.4.4 The employer will complete a final probationary review before the end of the probationary period specified in the contract of employment and immediately inform the employee of the outcome of this review in the following terms:

- (a) Where the employer has determined that the employee has satisfactorily completed their probation, their employment will continue and the employee will be given confirmation in writing; or
- (b) Where the employer, as a consequence of the probationary reviews, has determined that the employee has not satisfactorily met the employer's work performance requirements, the employee will be informed of the outcome of the final review and will be given the appropriate notice of termination of employment or payment in lieu of such notice.

4.4.5 Should either party find the probationary period is not progressing satisfactorily, the employment may be terminated by the required notice or pay in lieu thereof by either party.

## 4.5 Anti-discrimination

4.5.1 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.

4.5.2 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.

4.5.3 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.

4.5.4 Nothing in clause 4.5 is to be taken to affect:

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

## 4.6 Termination of employment

### 4.6.1 Statement of employment

An 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.

### 4.6.2 Termination by employer

- (a) An employer may dismiss an employee only if the employee has been given 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 4.6.2(a), employees 45 years old or over and who have completed at least 2 years' continuous service with the employer 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 minimum compensation payable to an employee will be at

least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total 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.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.
- (f) Annual leave shall not be used to provide the notice prescribed in clauses 4.6.2(a) and (b).

#### 4.6.3 *Notice of termination by employee*

The notice of termination required to be given by a full-time or part-time employee shall be one week.

If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to one week.

#### 4.6.4 *Time off during notice period*

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

#### 4.6.5 *Abandonment of Employment*

Where an employee is absent from work for a period of 3 working days without notification to the Employer of illness or other reasonable excuse, such employee shall be considered to have terminated their employment without notice from the time such employee is absent from work.

### **4.7 Introduction of changes**

#### 4.7.1 *Employer's duty to notify*

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (b) "Significant effects" includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

#### 4.7.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the 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 4.7.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, 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:

Provided that an employer shall not be required to disclose confidential information, the disclosure of

which would be adverse to the employer's interests.

## **4.8 Redundancy**

### *4.8.1 Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.8.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, 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:

Provided that an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### *4.8.2 Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.8.1 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 clause 4.6.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer 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.

### *4.8.3 Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of clause 4.8 in the Award transmitted from an employer (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 clause 4.8.3, "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.

### *4.8.4 Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.8.1, the employee shall 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 shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.8.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.8.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

#### 4.8.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.6.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.8.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

- (b) "Weeks' Pay" means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

#### 4.8.7 *Superannuation benefits*

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

#### 4.8.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.8.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under clause 4.8 had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### 4.8.9 *Alternative employment*

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

#### 4.8.10 *Employees with less than one year's service*

Clause 4.8 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees 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 employees of suitable alternative employment.

#### 4.8.11 *Employees exempted*

Clause 4.8 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

#### 4.8.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.8 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A "company" shall be defined as:
  - (i) a company and the entities it controls; or
  - (ii) a company and its related company or related companies; or
  - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

#### 4.8.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.8.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
  - (i) 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
  - (ii) where the employee rejects an offer of employment with the transmittee:
    - (A) 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
    - (B) 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.
- (b) The Commission may amend clause 4.8.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.8.14 *Incapacity to pay*

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

### **4.9 Mixed functions**

Where any person on any one day performs 2 or more classes of work for which a differential rate fixed by any Award is applicable, such person, if employed for more than 4 hours on the class or classes of work carrying a higher rate, shall be paid in respect of the whole time during which the employee works on that day at the same rate, which shall be at the highest rate fixed by such Award in respect of any of such classes of work, and if employed for 4 hours or less on the class or classes of work carrying a higher rate, the employee shall be paid at such highest rate for 4 hours.

#### **4.10 Incidental or peripheral tasks**

- 4.10.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skills, competence and training.
- 4.10.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment (where relevant).
- 4.10.3 Any direction issued by an employer pursuant to clauses 4.10.2 and 4.10.3 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

### **PART 5 - WAGES AND WAGE RELATED MATTERS**

#### **5.1 Classifications and wage rates**

##### **5.1.1 *Car park attendant Level 1:* (Relativity 82%)**

- (a) A car park attendant Level 1 is an employee who has had no experience in the car parking industry and will be required to undertake structured training provided by the employer. An employee at this level works under direct supervision, is required to exercise minimal judgment and has been employed in the industry for a period of less than 6 months.
- (b) An attendant at this level will receive training in the employer's operations including, but not limited to, the following areas:
- (i) operation of a cash register;
  - (ii) reconciling daily ticket takings and cash;
  - (iii) application of communication skills in liaising with clients;
  - (iv) communication skills;
  - (v) car park equipment, including but not limited to power machinery and boom gates;
  - (vi) cleaning duties including car washing;
  - (vii) workplace health and safety;
  - (viii) stack parking.

##### **5.1.2 *Car park attendant Level 2:* (Relativity 87.4%)**

- (a) A car park attendant Level 2 will have been employed by the employer for more than 6 months but less than 12 months. The employee will have completed structured training provided by the employer and will perform work to the level of their skill and training and beyond the skill level of car park attendant Level 1.
- (b) An attendant at this level works under limited supervision either individually or in a team environment and exercises limited discretion in choosing between limited options according to clearly established procedures.
- (c) Indicative tasks performed at this level include the following:
- (i) parking cars;
  - (ii) operates manual cash/ticket system;
  - (iii) opening and closing multi-level car parks;
  - (iv) washing cars;
  - (v) basic cashier functions;
  - (vi) limited client liaison to the extent of skill and training;
  - (vii) cleaning work of any description, including the use of "ride on" powered cleaning and sweeping

machines;

(viii) controlling the operation of boom gates.

#### 5.1.3 *Car park attendant Level 3: (Relativity 92.4%)*

- (a) A car park attendant Level 3 is able to perform the range of duties of a car park attendant Level 2 and will operate at a greater level of skill and responsibility to enable the employee to perform work within the scope of this level. The employee has also completed at least 12 months' employment with the employer.
- (b) An employee at Level 3 exercises greater skill and responsibility than an employee at Level 1 or 2 and performs to the level of their training. The employee is responsible for the quality of their work and may work without supervision. An employee at this level exercises discretion in choosing between a range of options according to general instructions and to the level of their skill and training.
- (c) Indicative tasks at this level including the following:
  - (i) flexible operation within an establishment;
  - (ii) basic keyboard skills;
  - (iii) minor machine maintenance to the extent of their skills and training;
  - (iv) client liaison to the extent of their skill and training;
  - (v) routine and minor security functions;
  - (vi) assistance in the provision of the on-the-job training;
  - (vii) preparation of statistics for data entry.

#### 5.1.4 *Car park attendant Level 4: (Relativity 96%)*

- (a) A car park attendant Level 4 is able to perform the range of duties of a car park attendant Level 3 and will operate at a greater level of responsibility. An employee at this level will have a detailed knowledge of the industry and the employer's operations and will use that knowledge in the performance of their duties.
- (b) An Attendant at this level will exercise initiative, discretion and judgment regularly in the performance of their duties and may be required to plan and recommend appropriate equipment, services, techniques and work organisation for themselves and others.
- (c) Duties at Level 4 may include:
  - (i) supervision of other employees within the work area;
  - (ii) preparation of detailed documentation for data entry;
  - (iii) preparation of other detail documentation as required.

#### 5.1.5 *Car park attendant Level 5 (Relativity 100%)*

- (a) A car park attendant Level 5 is an employee responsible for a number of sites and/or staff covering areas such as:
  - (i) rostering staff;
  - (ii) auditing;
  - (iii) liaison with suppliers and contractors;
  - (iv) monthly reports;
  - (v) limited marketing and sales;
  - (vi) staff training;
  - (vii) monitoring of OH&S;

- (viii) permanent pass card/key maintenance;
- (ix) involvement in staff management, such as recruiting.

#### 5.1.6 Wages

Adult employees - The minimum weekly wage payable to employees are as follows:

Minimum classification Level	Rate adjustment \$	Wages per week \$
Car Park Attendant Level 1	-	604.90
Car Park Attendant Level 2	8.60	627.40
Car Park Attendant Level 3	15.50	648.30
Car Park Attendant Level 4	20.50	663.30
Car Park Attendant Level 5	26.20	682.00

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

## 5.2 Payment of wages

- 5.2.1 All wages shall be paid in the Employer's time, and shall be paid weekly or fortnightly on Thursday or Friday as determined by the Employer, but on the day being fixed it shall not be altered more than once in 3 months.
- 5.2.2 Wages may be paid by electronic funds transfer into the bank or other financial institution of the employee's choice.
- 5.2.3 No employer shall hold more than 2 days' wages in hand.
- 5.2.4 In cases of termination of employment the employee shall be paid no later than the next ordinary pay day.

## 5.3 Allowances

### 5.3.1 Supply of torches and batteries

The Employer shall either provide suitable torches and batteries as required (such items to remain the property of the employer) or alternatively, shall pay to the employee an allowance of \$5.62 per week to provide this equipment.

### 5.3.2 Laundry allowance

Employees shall be paid an allowance in accordance with clause 10.1.

### 5.3.3 Operation of allowances

The foregoing allowances prescribed by clause 5.3 shall be paid irrespective of the times at which the work in question is performed, and shall not be subject to any premium or penalty additions.

### 5.3.4 First aid allowance

Employees qualified as first-aid attendants, who are required to carry out the duties of a qualified first-aid attendant shall be paid an allowance of \$15.00 per week or \$2.98 per shift in the case of casual or part-time employees.

## 5.4 Occupational superannuation

- 5.4.1 (a) An employer shall contribute to an approved superannuation fund as specified in clause 5.4.2 on behalf of each eligible employee, 9% of the employees' ordinary time earnings (or such other amount as may be prescribed from time to time by legislation) to comply with the *Superannuation Guarantee Administration Act 1992* as amended from time to time.

- (b) Ordinary time earnings for the purpose of clause 5.4 means the actual ordinary rate of pay the employee received for ordinary hours of work including shift loading, skill allowances and supervisory allowances where applicable. The term includes any over-award payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday and weekend work, fares and travelling time allowances or any other extraneous payments of a like nature:

Provided that:

- (c) Contributions on behalf of each eligible employee shall apply from the date of the employee's commencement of employment with the employer.
- (d) The Fund must be complied with as follows:
- (i) An employer who receives written authorisation from the employee, must commence making payments into the Fund on behalf of the employee within 14 days of receipt of the authorisation.
  - (ii) An employee may vary their additional contributions by a written authorisation and the employer must alter the additional contributions within 14 days of receipt of the authorisation.
  - (iii) Additional employee contributions to the fund requested under clause 5.4.1(d) shall be expressed in whole dollars.

5.4.2 (a) An approved fund means:

- (i) Sunsuper;
- (ii) MTAA Industry Superannuation Fund;
- (iii) Australian Retirement Fund.

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

### **6.1 Hours of work**

6.1.1 The ordinary hours of work of employees shall not exceed 38 hours per week or:

- (a) 76 hours in any period of 2 weeks; or
- (b) 114 hours in any period of 3 weeks; or
- (c) 152 hours in any period of 4 weeks.

6.1.2 The ordinary hours shall be worked on not more than 5 days per week Monday to Sunday, with 2 consecutive days off per week, with a maximum of 7.6 hours per day, or up to 10 hours per day by mutual agreement.

6.1.3 The ordinary working hours of shift workers and continuous shift workers shall not exceed 8 or up to 10 by agreement in any one shift inclusive of a crib break of 20 minutes and shall be worked in accordance with a roster mutually agreed upon by the employer and the employees, or with the Union.

6.1.4 Employees may by agreement with the employer and with the agreement of the Union, work rosters which prescribe more than 10 ordinary hours per day and averaged numbers of days off.

6.1.5 The ordinary working hours of employees, other than shift workers, on a day shift shall be worked continuously between the hours of 6.00 a.m. and 10.00 p.m.

6.1.6 Employees shall have a break of at least 8 hours between the finishing of one shift and the commencement of another shift.

### **6.2 Rosters**

6.2.1 A roster showing ordinary weekly hours to be worked by an employee shall be exhibited in a conspicuous place, easily accessible to all employees.

6.2.2 Shifts shall be arranged from week to week so as to equally distribute the work among employees as far as practicable and no change of shift shall be made without giving the employee at least 6 days' notice of such

change, except that where through unforeseen circumstances a change in shift is necessary, 24 hours' notice shall be given.

- 6.2.3 Employees may swap rostered shifts by agreement with no penalty to the employer, subject to the approval of the Employer.

### **6.3 Overtime**

- 6.3.1 Except as hereinafter provided, all work performed by employees in excess or outside of the ordinary hours of work prescribed by clause 6.1, or outside of an employee's usual fixed commencing and ceasing times, 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 where more than one shift is worked in an establishment all overtime shall be paid for at the rate of double time.

- 6.3.2 Where an employee is required to continue working for more than 2 hours beyond the employee's ordinary ceasing time after completing at least 7.6 ordinary hours on that day, the employee shall be provided with a meal at the Employer's expense or paid a meal allowance of \$9.60 in lieu of the provision of such meal:

Provided that where an employee has been given notice to work overtime, and such overtime is cancelled on the day such overtime is to be worked such employee shall be paid a meal allowance of \$9.60.

- 6.3.3 All employees, after the expiration of 4 hours overtime shall be allowed one half-hour for a meal in the employer's time, and one half-hour after the completion of every additional 4 hours' overtime worked, provided that the employee is required to continue working after such meal break.

- 6.3.4 All overtime worked on a Sunday shall be paid for at the rate of double time.

- 6.3.5 When an employee is called upon to work overtime, every part of a quarter of an hour shall be paid for as a full quarter of an hour. Nothing less than a full quarter of an hour's pay shall be paid.

### **6.4 Meal breaks**

#### *6.4.1 Meal break*

All employees other than shift workers, shall be entitled to a meal break of one hour's duration to be taken between the commencement of the 4th hour and the conclusion of the 6th hour calculated from the employee's ordinary starting time each day:

Provided that where the employer and employees agree not less than 30 minutes shall be allowed for the midday meal break:

Provided further that where the meal period is worked, it shall be deemed to be overtime and shall be paid for at the rate of double time and such double time payment shall continue until such time as the employee finishes work or is allowed a half-hour meal break for which no deduction of pay shall be made.

#### *6.4.2 Crib break*

Shift workers shall be allowed a break of not less than 20 minutes for the purpose of a crib, such time to be counted as time worked. The crib time shall be commenced as near as practicable to the middle of the shift and in any event shall be commenced not earlier than 3 and a-half hours from the commencement of the shift and shall be taken in such a manner as not to interfere with continuity of work where continuity is necessary.

### **6.5 Rest pauses**

- 6.5.1 (a) Employees working a full shift - An employee who works at least 7.6 hours in one day shall receive a rest pause of 10 minutes' duration in the first half and second half of each day worked.

- (b) Casual employees - Employees who work a minimum of 4 consecutive ordinary hours, but less than 7.6 consecutive ordinary hours on any one day, shall receive a rest pause of 10 minutes' duration. Employees who work a minimum of 7.6 consecutive ordinary hours (excluding meal break) on any one day shall receive a rest pause of 10 minutes' duration in the first half and the second half of the period worked.

- 6.5.2 Rest pauses shall be taken in the employer's time.

- 6.5.3 Rest pauses shall be taken at times to suit the convenience of the Employer and so as not to interfere with the continuity of work where continuity is necessary.

6.5.4 Where there is agreement between the Employer and the majority of employees, the rest pauses may be combined into one 20 minute rest pause to be taken in the first or second half of the working day, with the combined rest pause and the meal break being arranged in such a way that the ordinary working day is broken up into 3 approximate equal periods.

## **6.6 Shift Work**

6.6.1 In addition to the rates of pay prescribed by clause 5.1, employees whilst engaged on Afternoon Shift and Night Shift, as defined shall be paid an additional penalty rate as follows:

Afternoon Shift	12.5% of the employee's ordinary rate of pay or \$9.70 (which ever is greater)
Night Shift	15% of the employee's ordinary rate of pay or \$9.70 (whichever is greater)

6.6.2 The shift penalties prescribed in clause 6.6.1 shall not have application where weekend penalty rates apply.

6.6.3 A copy of shift rosters, as agreed to in pursuance of clause 6.2, shall be kept posted in a conspicuous position in each establishment for the reference of employees.

## **6.7 Weekend penalty rates**

6.7.1 All ordinary time worked by permanent employees, other than continuous shift workers, between midnight Friday and midnight Saturday, shall be paid for at the rate of time and a-half. All time worked between midnight Saturday and midnight Sunday shall be paid for at the rate of time and three-quarters.

6.7.2 All ordinary time worked by continuous shift workers (where 24 hours per day are worked for a period of 7 days per week), and all ordinary time worked by employees, from midnight Friday to midnight Sunday shall be paid for at one and a-half times ordinary rates.

6.7.3 Casuals working on weekends shall be paid at an hourly rate the same as a permanent employee of the same classification in the same location.

## **PART 7 - LEAVE AND PUBLIC HOLIDAYS**

### **7.1 Annual leave**

7.1.1 Every employee other than a casual employee covered by this Award shall at the end of each year of employment be entitled to annual leave on full pay as follows:

- (a) If employed throughout such year of employment on permanent night work (non-rotating) over a period of 7 days per week, or if employed on Shift Work where more than one shift per day is worked over a period of 7 days, not less than 5 weeks;
- (b) If employed other than on work described above, not less than 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 for 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 prescribed ordinary rate of wages, 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.

7.1.3 If the employment of any employee 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 such employee, that employee's pay, calculated in accordance with clause 7.1.6, for the leave period prescribed above and also the employee's ordinary pay for any public holiday occurring during such prescribed period.

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 to that employee, an amount equal to 1/9th of such employee's pay for the period of employment if that employee is an employee to whom clause 7.1.1(a) applies, and 1/12th of that employee's pay for the period of employment if such employee is an employee to whom clause 7.1.1(b) applies, calculated in accordance with 7.1.6.



7.1.5 Except as hereinbefore provided, it shall not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave.

7.1.6 *Calculation of annual leave pay* - In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- (a) Shift workers - Subject to clause 7.1.6(c), the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
- (b) Supervisory employees - Subject to clause 7.1.6(c), supervisory allowances and other payments of a like nature, payable for ordinary time worked, shall be included in the wages to be paid to employees during annual leave.
- (c) All employees - Subject to the provisions of clause 7.1.6(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
  - (i) the employee's ordinary wage rate as prescribed by this Award for the annual leave period (excluding shift premiums and weekend penalty rates);
  - (ii) supervisory allowance or payments of a like nature;
  - (iii) in the case of shift workers, a further amount calculated at the rate of 17.5% of the amounts referred to in clauses 7.1.6(c)(i) and (ii); and
  - (iv) in the case of all other employees, a further amount calculated at the rate of 17.5% of the amounts referred to in clauses 7.1.6(c)(i) and (ii).
- (d) The provisions of clause 7.1.6(c) shall not apply to the following:
  - (i) any period or periods of annual leave exceeding:
    - (A) 5 weeks per annum in the case of employees employed on work where the provisions of clause 7.1.6(a) apply;
    - (B) 4 weeks per annum in any other case.
  - (ii) employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment, which is not less favorable to employees.

## **7.2 Sick leave**

7.2.1 Every employee, other than a casual employee, shall be entitled to not less than 60.8 hours' sick leave for each completed year of employment with an employer.

As regards any period of employment of less than one year with an employer, an employee shall be entitled to 7.6 hours' sick leave for each 6.5 weeks of employment.

7.2.2 Subject to the provisions of clauses 7.2.1 and 7.2.2, every employee, absent from work through illness, shall, on the production of a certificate from a duly qualified medical practitioner specifying the nature of the illness of the employee and the period or approximate period during which the employee will be unable to work (or of other evidence of illness to the satisfaction of the employer) and subject to the employer being promptly notified, become entitled to payment in full for all time such employee is so absent from work:

Provided the employee shall inform the employer of such employee's inability to attend for duty prior to the commencement of the shift, and as far as possible, state the nature of the injury and the estimated duration of absence:

Provided further that it shall not be necessary for an employee to produce a medical certificate unless the absence from work on account of illness exceeds 2 days or where the employee has taken more than 3 single day absences in one calendar year.

7.2.3 Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

7.2.4 (a) The continuity of employment of an employee with an employer for sick leave accumulation purposes shall be deemed to be not broken by any of the following:

- (i) absence from work on leave without pay granted by the employer;
- (ii) the employee having been dismissed or stood down by the employer, or the employee having terminated their employment with the employer for any period not exceeding three months:

Provided that the employee shall have been re-employed by the employer.

- (b) The period during which the employment of the employee with the employer shall have been interrupted or determined in any of the circumstances mentioned in clause 7.2.4(a) shall not be taken into account in calculating the period of employment of the employee with the employer.

### **7.3 Bereavement leave**

#### 7.3.1 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.

#### 7.3.2 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 one year immediately before the employee seeks to access an entitlement under clause 7.3.2.

#### 7.3.3 "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.

#### 7.3.4 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.

### **7.4 Long service leave**

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

### **7.5 Family leave**

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

#### 7.5.1 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.

#### 7.5.2 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.

## **7.6 Public holidays**

7.6.1 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);
- 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.

7.6.2 *Labour Day*

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

7.6.3 *Annual show*

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

7.6.4 All time worked on any of the aforesaid holidays outside the employee's ordinary starting and ceasing times for the day of the week on which such holiday falls shall be paid for at double the rate prescribed for such time when worked outside such ordinary starting and ceasing times on an ordinary working day.

7.6.5 Casual employees shall be paid when working on a public holiday at an hourly rate of 2 and one-half times the ordinary hourly rate applicable to a permanent employee of the same classification in the same location, with a minimum engagement of 4 hours.

7.6.6 *Holidays on rostered days off*

Should any of the public holidays mentioned in clause 7.6.1 fall on a day on which an employee is rostered off duty, such employee shall, in lieu of such holiday, be entitled to either the payment of an extra day's pay or an alternative day off or the addition to an extra day to the employee's annual leave entitlement.

7.6.7 *Stand down*

Any and every employee who, having been dismissed or stood down by the employer during the month of December in any year, shall be re-employed by the employer at any time before the end of the month of January in the next succeeding year, shall, if that employee shall have been employed by that employer for a continuous period of 2 weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid and shall be paid by the employer (at the ordinary rate payable to that employee when so dismissed or stood down) for any one or more of the following holidays, namely, Christmas Day, Boxing Day, and the first day of January occurring during the period on and from the date of dismissal or standing down to and including the date of re-employment as aforesaid.

7.6.8 Where an employee is rostered to work on any of the aforesaid holidays such employee may, by mutual agreement, elect to be paid at the rate of time and a-half for work performed on that holiday and have one extra day added to that employee's annual leave. Any employee who wishes to have this extra day added to annual leave shall advise the employer in writing not less than 21 days before the aforesaid holidays.

7.6.9 Any employee absent from work on unauthorised leave without pay before and after a public holiday shall not be entitled to be paid for such public holiday.

7.6.10 *Employees who do not work Monday to Friday of each week*

In the case of employees who do not work Monday to Friday of each week they shall be entitled to public holidays as follows:

- (a) A full-time employee shall be entitled to either payment for each of the abovementioned public holidays or a substituted day's leave.
- (b) A part-time employee shall be entitled to either payment for each of the abovementioned public holidays or a substituted day's leave provided that that part time employee would have been ordinarily rostered to work that day had it not been a public holiday.
- (c) Where a public holiday would have fallen on a Saturday or a Sunday and is substituted for another day all employees who do not work Monday to Friday of each week shall be entitled to payment for the public holiday or a substituted day's leave.
- (d) Where Christmas day falls on a Saturday or Sunday and the public holiday is observed on another day a full-time employee required to work on Christmas day shall be paid at the rate of double time in the case of a Saturday and double time and one-quarter in the case of a Sunday.
- (e) Nothing in clause 7.6 confers a right to any employee to payment for as well as a substituted day in lieu of a public holiday.

## **7.7 Jury service**

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.

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.

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.

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.

"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 FROM USUAL PLACE OF WORK**

No provisions inserted in this Award relevant to this Part.

## **PART 9 - TRAINING AND RELATED MATTERS**

### **9.1 Commitment to training and careers**

The parties commit themselves to continuing and upgrading the training provided to employees.

It is agreed that the parties will co-operate in ensuring that training is maintained and improved.

This training will form the basis of an enhanced career structure in the industry.

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

### **10.1 Uniforms**

Where employees are required to wear a distinctive type of clothing, be it overalls or shirt and trousers, one set of such clothes shall be supplied annually by the Employer free of cost to the employee. If employees are required to launder such clothing they shall be paid an allowance of 75 cents per week.

## **10.2 Accommodation for meals**

An Employer shall provide a place, properly protected from the weather and containing adequate seating accommodation where the employees may partake of their meals.

## **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 they do not want their record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

#### *11.1.4 Discussions with employees*

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

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

#### 11.1.5 *Conduct*

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

### **11.2 Time and wages record**

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

### **11.3 Trade Union training leave**

11.3.1 Upon written application by an employee, or the Union on behalf of the employee, to an employer and giving to the employer at least 2 months' notice, such employee shall be granted up to 5 working days' leave (non-cumulative) on ordinary pay, each calendar year, to attend courses and/or seminars conducted by the Union.

For the purposes of clause 11.3, ordinary pay means at the ordinary weekly rate paid to the employee exclusive of any disability allowances and in the case of a casual employee, shall mean the ordinary hourly rate.

11.3.2 The granting of such leave shall be subject to the following conditions:

- (a) An employee must have at least 12 months' service with an employer prior to such leave being granted.

- (b) Clause 11.3 shall not apply to an employer with less than 5 employees, including casuals, bound by this Award.
- (c) The maximum number of employees of one and the same employer attending a course or seminar at the same time will be as follows:
  - Where the employer employs between 5 and 49 employees 1
  - Where the employer employs between 50 and 99 employees 2
  - Where the employer employs 100 or more employees 3
- (d) Where an employer has more than one place of employment in Queensland, then the maximum number of employees entitled to attend a course at the same time shall be 2. This shall not prevent an Employer from agreeing to release additional employees.
- (e) In any one calendar year:
  - (i) the maximum number of employees of any one employer entitled to attend accredited courses shall be 4; and
  - (ii) the maximum number of days for which an employer will be required to make payment to employees for such leave shall be 10.
- (f) The taking of such leave shall be arranged so as to minimise any adverse affect on the Employer's operation. Where an Employer approaches the Union and demonstrates genuine difficulties with respect to the release of a particular employee at a particular time (including where the employer may have previously advised of its ability to release such employee) the Union will not unnecessarily press its request for the release of that employee at that time. If the matter is not amicably resolved, it shall be processed in accordance with clause 3.1.
- (g) The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations, industrial efficiency and workplace issues within the employer's operations.
- (h) In granting such paid leave the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- (i) Leave granted to attend courses will not incur additional payment if such course coincides with an employee's rostered day off.
- (j) The taking of such leave will not affect other leave granted to employees under this Award, nor shall it adversely affect the employee's service for the calculation of leave entitlements.

## **11.4 Union encouragement**

### **Preamble**

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

#### *11.4.1 Documentation to be provided by employer*

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

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

#### *11.4.2 Union delegates*

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

#### 11.4.3 *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.

#### **11.5 Posting of Award**

A true copy of this Award shall be exhibited in a conspicuous and convenient place on the premises of the Employer so as to be easily ready by the employees.

Dated 2 November, 2005.

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

Operative Date: 14 November 2005