

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**GARAGE AND SERVICE STATION ATTENDANTS AWARD - STATE
(EXCLUDING SOUTH-EASTERN DISTRICT) 2003**

Following the Declaration of the General Ruling in the 2011 State Wage Case (matter numbers B/2011/17 and B/2011/19), the Garage and Service Station Attendants' Award - State (Excluding South-Eastern District) 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Garage and Service Station Attendants' Award - State (Excluding South-Eastern District) 2003 as at 1 September 2011.

Dated 1 December 2011.

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

**GARAGE AND SERVICE STATION ATTENDANTS AWARD - STATE
(EXCLUDING SOUTH-EASTERN DISTRICT) 2003**

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Garage and Service Station Attendants' Award - State (Excluding South-Eastern District) 2003.

1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 3 November 2003.

1.4 Award coverage

This Award applies to all employees in the Divisions and Districts defined in clause 1.6, engaged in:

- (a) Retail selling of petrol and/or oil;
- (b) Washing and/or cleaning and/or polishing of Motor Vehicles;
- (c) Greasing and/or changing oil of Motor Vehicles;
- (d) Sweeping up and/or cleaning and/or tidying up the employer's premises;
- (e) Changing tyres and/or tyre inflating and/or tyre patching and/or tube patching;
- (f) Wheel changing and/or lamp globe changing;
- (g) Servicing Motor Vehicles where no mechanical knowledge is required;
- (h) Car parking in service stations and/or places where a fee for same is charged;
- (i) Operating a steam or other mechanical unit for the purpose of cleaning and/or degreasing Motor Vehicles;
- (j) Applying anti-corrosive substances to Motor Vehicles;
- (k) Towing and/or transferring Motor Vehicles to and/or between garages, service stations, used car yards and/or like establishments.
- (l) Employees in catering services attached to or in association with petrol service station roadhouses:

Where there is a conflict or inconsistency between the Appendix and the body of the Award, the Appendix shall take precedence to the extent of that inconsistency or conflict.

1.5 Definitions

- 1.5.1 "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.5.2 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.3 "Continuous Shift Work" means where 3 shifts per day are worked continuously on 7 days of the week.
- 1.5.4 "Garage and/or Service Station, Used Car Yard and/or Establishment" means any premises where the operations as described in clause 1.4 are carried out, also where similar work is performed away from the Garage and/or Service Station, Used Car Yard and/or Establishment.
- 1.5.5 "Motor Vehicle" means and includes any Motor Vehicle which may be brought into a Garage and/or Service Station, Used Car Yard and/or Establishment for any of the operations described in clause 1.4 which may be performed at a place or places other than the Garage and/or Service Station, Used Car Yard and/or Establishment.
- 1.5.6 "Shift Work" means work where more than one shift of not less than 8 hours per day is worked.
- 1.5.7 "Union" means The Australian Workers' Union of Employees, Queensland.

1.6 Area of operation

For the purposes of this Award, the Divisions and Districts are as follows:

1.6.1 *Other than employees and their employers covered by the Appendix to the Award*

(a) Divisions

Northern Division - That portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the Western Border of the State.

Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by that sea-coast northerly to the point of commencement.

South-Western Division - That portion of the State west 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 30 minutes of south latitude; then by that latitude due west to the Western Border of the State.

(b) Districts

(i) Northern Division:

Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District - The remainder of the Northern Division.

1.6.2 *For employees and their employers covered by the Appendix to the Award*

(a) Divisions

Northern Division - That portion of the State north of the line commencing at the junction of the 21st parallel of south latitude with the sea-coast; then by that parallel due west to the 147th degree of east longitude; then by that meridian of east longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State, including all islands north of the 21st parallel of south latitude which are within the State of Queensland.

Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea coast; then by the sea coast northerly to the point of commencement; and including all islands situated between the 21st and 22nd parallels of south latitude and within the State of Queensland.

Southern Division - That portion of the State not included in the Northern or Mackay Divisions and excluding that area within the following boundaries: Commencing at Point Danger, and bounded then by the southern boundary of the State westerly to 151 degrees of east longitude; then by that meridian of longitude bearing true north to 24 degrees 30 minutes of south latitude; then by that parallel of latitude bearing true east to the sea coast; and then by the sea coast southerly to the point of commencement and all islands situated south of 24 degrees 30 minutes of south latitude and within the State of Queensland.

(b) Districts

(i) Northern Division:

Eastern District - That portion of the above area along or east of 144 degrees 30 minutes of east longitude.

Western District - That portion of the above area west of 144 degrees 30 minutes of east longitude, including Thursday Island.

(ii) Southern Division:

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

1.7 Partial exemptions

1.7.1 This Award in respect to wages only shall not apply to storekeepers who have not more than 2 petrol pumps or only one dual pump or to their employees. The other conditions of the Award shall apply.

1.7.2 As to the employers named in the Schedule to this Award, the provisions of the Award are modified in accordance with the requirements of the individual Orders listed in such Schedule.

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 SETTLING PROCEDURES

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 the Union, be reported to the relevant officer of the 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.

3.2 Consultative mechanisms and procedures in the workplace

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

- 3.2.2 At each plant or enterprise, an employer, the employees and their relevant Union/s may establish a consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or Union/s for consideration consistent with the objectives of clause 3.2.1 shall be processed through that consultative mechanism and procedures.
- 3.2.3 Measures raised for consideration consistent with clause 3.2.2 shall be related to implementation of the new classification structure, and the facilitative provisions contained in this Award.

3.3 Counselling procedure

- 3.3.1 A counselling and warning system is to be adopted in relation to employees absenteeism, time-keeping, job performance, safety attitude, as follows:
- (a) When an incident or incidents warrant corrective action, the supervisor will have a counselling session with the employee, fully explaining the corrective action required.
 - (b) A repeat incident by the employee will result in a first warning being given to the employee by an appropriate representative of management. This warning will be given with either the Union Delegate/Organiser present or the employee's chosen representative and the details will be recorded.
 - (c) A further repeat of this incident will result in a final warning being given to the employee, this warning will be given by appropriate Company representatives in the presence of the witness as identified in clause 3.3.1(b).
 - (d) This final warning will be recorded in writing and will be signed by the employee concerned, the Company representative and the witness as identified in clause 3.3.1(b).
 - (e) These warnings will be retained in the employee's file for a period of 2 years after which time they will be revoked. A further occurrence will result in the dismissal of the employee.
 - (f) However, if the first incident is considered severe enough, the first warning in that instance would be regarded and recorded as a final warning.
 - (g) This procedure is to operate in connection with the termination of employment other than in cases of retrenchment or summary dismissal.

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

4.1 Employment categories

- 4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment. 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 Employees may be employed part-time in any classification in this Award on the basis of not less than 3 hours and not longer than 6 hours per day, not more than 5 days each week and not less than 12 hours each week, nor in excess of 32 hours per week.
- 4.2.2 All time worked in excess of 6 hours per day, 5 days per week, and/or 32 hours per week shall be overtime and paid for at the rates prescribed for full-time employees in clause 6.4.
- 4.2.3 The hours of duty each day shall be worked continuously:

Provided that an employee who is required to work longer than 5 hours shall be granted a meal break of 30 minutes. The meal break shall not be counted as time worked. Where such meal break is not granted in a period of not longer than 5 hours of duty the penalty prescribed in clause 6.2.1 shall be paid.

- 4.2.4 Part-time employees shall be paid at the ordinary appropriate hourly rate prescribed for the classification in which they are employed.

4.2.5 The provisions of this Award in respect to annual leave, sick leave and holidays shall apply on a *pro rata* basis to part-time employees.

4.2.6 The proportionate number of part-time employees shall not exceed one part-time employee to every 2 full-time employees.

4.3 Casual employment

4.3.1 "Casual employee" means an employee who is employed as such and works less than the normal hours prescribed in the Award for full-time employees.

4.3.2 Casual employees shall be paid at the rate of 23% in addition to their ordinary rate. All time in excess of 8 hours in any one day shall be counted as overtime and paid at the appropriate overtime rate.

4.3.3 Casual employees shall be entitled to a guaranteed minimum payment of 4 hours at their casual rate.

4.3.4 All employees under this Award shall be deemed to be full-time or part-time employees unless they fall within the definition of a casual employee.

4.3.5 A casual employee shall be notified by the employer the previous day if services are not required for the following day, and if such notice is not given a casual employee shall be entitled to a day's wages in lieu of such notice.

4.3.6 A casual employee shall have the same spread of hours as a full-time employee.

4.4 Proportion of juniors

4.4.1 The proportionate number of juniors employed in any one Garage and/or Service Station shall not exceed 2 juniors to one employee receiving not less than the adult rate per week and one junior to one employee receiving not less than the adult rate per week thereafter:

Provided that every employer shall be entitled to employ one junior:

Provided further than no junior under the age of 18 years shall be employed after midnight or before 7 a.m.

4.5 Mixed functions

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

4.6 Incidental or peripheral tasks

4.6.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.

4.6.2 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).

4.6.3 Any direction issued by an employer pursuant to clauses 4.6.1 and 4.6.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.7 Anti-discrimination

4.7.1 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 the above attributes;

(b) sexual harassment; and

(c) racial and religious vilification.

- 4.7.2 Accordingly, in fulfilling their obligations under the grievance and disputes 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.
- 4.7.3 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.
- 4.7.4 Nothing in clause 4.7 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*; or
- (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.

4.8 Termination of employment

4.8.1 Statement of employment

The employer 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.

4.8.2 Termination by employer

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

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

- (b) In addition to the notice in clause 4.8.2(a), employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:
- Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the ordinary time rate of pay for the employee concerned shall be used.
- (e) The period of notice in clause 4.8.2 shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.

4.8.3 Notice of termination by employee

To terminate the contract of employment a full-time or part-time employee must give at least 2 days' notice or forfeit a maximum of 2 days' pay in lieu thereof.

4.9 Introduction of changes

4.9.1 Employer's duty to notify

- (a) Where an employer has made a definite decision to introduce major 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 their Union.
- (b) "Significant effects" include 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 this Award makes provision for alteration of any of the matters referred to in clause 4.9.1 an alteration shall be deemed not to have significant effect.

4.9.2 *Employer's duty to discuss change*

- (a) The employer shall discuss with the employees affected and their Union, *inter alia*, the introduction of the changes referred to, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 4.9.1.
- (c) For the purpose of such discussion, the employer shall provide in writing to the employees concerned and 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:

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

4.10 Redundancy

4.10.1 *Discussions before terminations*

- (a) Where an employer has made a definite decision 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 hold discussions with the employees directly affected and, where relevant, their Union.
- (b) The discussions shall take place as soon as it is practicable after the employer has made a definite decision which will invoke clause 4.10.1, and shall cover *inter alia*, the reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to avert or mitigate the adverse effects of any terminations of the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and 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:

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

4.10.2 *Transfer to lower paid duties*

Where an employee is transferred to other duties for reasons set out in clause 4.10.1, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to, pursuant to clause 4.8.2, if their employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate of pay for the number of weeks of notice still owing.

4.10.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of this Award, transmitted from an employer (the "transmittor") to another employer (the "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) "Business" includes trade, process, business or occupation and includes part 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.

4.10.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.10.1, 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.

4.10.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.10.1 the employer shall notify Centrelink thereof as soon as possible giving relevant information including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

4.10.6 *Severance pay*

In addition to the period of notice prescribed for ordinary termination in clause 4.8.2, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.10.1 shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay
1 year or less	nil
1 year and up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and over	8 weeks' pay

"Weeks' pay" means the ordinary time rate of pay for the employee concerned.

4.10.7 *Superannuation benefits*

Subject to further order of the Commission where an employee who is terminated receives a benefit from a superannuation scheme, such employee shall only receive under clause 4.10.6 the difference between the severance pay specified in that clause and the amount of the superannuation benefit such employee receives which is attributable to employer contributions only. If this superannuation benefit is greater than the amount due under clause 4.10.6 then the employee shall receive no payment under that clause.

4.10.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.10.1 may terminate such employment during the period of notice specified in clause 4.8.2, and, if so, shall be entitled to the same benefits and payments under clause 4.10 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.

4.10.9 *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.

4.10.10 *Employees with less than one year's service*

Clause 4.10 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.

4.10.11 *Employees exempted*

Clause 4.10 shall not apply:

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

(c) to casual employees.

4.10.12 *Employers exempted*

Subject to an order of the Commission in a particular redundancy case, clause 4.10 shall not apply to employers who employ less than 15 people.

4.10.13 *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.

4.11 **Continuity of service - transfer of calling**

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 **Wage rates**

5.1.1 The minimum weekly rate of wages shall be:

	Award Rate Per Week \$
Adult employee	624.60

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2011 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

5.1.2 *Divisional and district allowances*

(a) Adult employees in the Eastern District of the Northern Division shall be paid \$0.15 per week in addition to the rate above prescribed.

(b) Adult employees in the Western District of the Southern Division shall be paid \$0.15 per week and adult employees in the Western District of the Northern Division shall be paid \$2.20 per week in addition to the rates prescribed for the corresponding Eastern District.

5.2 **Juniors**

5.2.1 Percentage of minimum adult rate

Junior Rates	%
16 and under 17 years of age	50
17 and under 18 years of age	60
18 and under 19 years of age	75
Thereafter	100

5.2.2 Junior rates shall be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple.

5.2.3 No junior under the age of 18 years shall be employed after midnight or before 7 a.m.

5.3 **Allowances**

5.3.1 *Laundry allowance*

If employees are required to launder clothing, supplied in accordance with clause 10.1, they shall be paid an allowance of 45c per week.

5.3.2 *Operating a steam or other mechanical unit*

Any employee operating a steam or other mechanical unit for the purpose of cleaning and/or degreasing Motor Vehicles and/or applying anti-corrosive paint shall be paid \$21.30 per week in addition to the wages set out above.

5.3.3 *Greasing and/or changing oil*

Employees greasing and/or changing oil of Motor Vehicles shall be paid an additional amount of 65.9c per hour when engaged on these tasks with a minimum weekly payment of \$6.40.

5.3.4 *Wet work*

(a) Any employee who is required to work in an inspection pit where there is water underfoot to a depth exceeding 50mm, so that the feet of the employee will become wet, shall be paid an extra 50.2c per hour for the actual time worked therein.

(b) Where the employer provides the employee with gumboots the allowance of 51.9c per hour shall not be paid.

5.3.5 *Cleaning lavatories*

(a) All employees called upon to clean earthen closets or urinals, other than by merely hosing them, shall be paid 49c per closet per service, in addition to all other amounts due to them.

(b) Every 3 or fraction of 3 urinals shall be considered the equivalent of one closet.

(c) Employees called upon to clean closets connected with septic tanks or sewerage shall be paid \$8.10 per week in addition to all other amounts due to them.

5.3.6 *Tow truck operators*

Employees engaged in driving and/or operating tow-trucks which are equipped with a crane shall be paid \$25.40 per week in addition to the rates prescribed by this Award.

5.4 Payment of wages

5.4.1 Upon termination of employment all wages including overtime and allowances shall be paid on any day in each pay cycle.

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

(a) cash;

(b) cheque; and

(c) payment directly into an employee's nominated bank account, credit union or building society account without cost to the employee.

5.4.3 Payment for work performed during such pay cycle shall not be held by the employer for a period in excess of 2 days.

5.4.4 Payment to full-time and part-time employees may relate to the average number of ordinary hours in accordance with a roster system.

5.4.5 Payment to casual employees shall be on the basis of actual hours worked in each week.

5.5 Superannuation

5.5.1 Application - In addition to the rates of pay prescribed in clause 5.1, eligible employees, (as defined by clause 5.5.3(b)), shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.5.

5.5.2 *Contributions*

(a) Amount - As from 1 January 2005 every employer shall contribute on behalf of each eligible employee an amount calculated at 9% of the employee's ordinary time earnings, into an approved fund, as defined in this

clause. Each such payment of contributions shall be rounded off to the nearest ten (10) cents:

Provided that where an employee is absent and is receiving by way of workers' compensation an amount of money no less than the award rate of pay the contribution shall be calculated at 3%.

- (b) Regular payment - The employer shall pay such contributions to the credit of each such employee at least once each calendar month or in accordance with the requirements of the approved fund trust deed.
- (c) Minimum level of earnings - As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employee's ordinary time earnings, as defined, is less than \$450.00.
- (d) Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.
- (e) Other contributions - Nothing in clause 5.5 shall preclude an employee from making contributions to a fund in accordance with the provisions thereof.
- (f) Cessation of contributions - An employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.
- (g) No other deductions - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund other than the remission of contributions as prescribed clause 5.5.

5.5.3 *Definitions*

- (a) "Approved fund" means a fund (as defined in clause 5.5.3(c)) approved for the purposes of this Award by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by clause 5.5.2. Such approved fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible employee" means any employee who has been employed by the employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 5.5.2 effective from the commencement of that qualifying period.
- (c) "Fund" means a superannuation fund satisfying the Commonwealth legislation for occupational superannuation funds and satisfying the superannuation fund conditions in relation to a year of income, as specified in that legislation and complying with the operating standards as prescribed by Regulations made under that legislation. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- (d) "Ordinary time earnings" means the actual ordinary rate of pay the employee receives for ordinary hours of work including shift loading and leading hand, in-charge or supervisory allowances where applicable. The term includes any overaward 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 work, fares and travelling time allowances or any other extraneous payments of a like nature.

5.5.4 *For the purposes of this Award an approved fund means*

- (a) Sunsuper.
- (b) MTAA Industry Superannuation Fund.
- (c) Any named fund as is agreed to between the relevant employer/Union parties to this Award and as recorded in an approved Industrial Agreement.
- (d) In the case of a minority group of employees of a particular employer, any industry, multi-industry or other fund which has been approved in an Award of, or an Agreement approved by, an Industrial Tribunal, whether State or Federal jurisdiction, and already has practical application to the majority of Award employees of that employer.

- (e) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an employer who also belongs to that fellowship any fund nominated by the employer and approved by the Brethren.
- (f) Any fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a fund cited in an Award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.
- (g) In relation to any particular employer, any other established fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.5.2 on behalf of at least a significant number of that employer's employees covered by this Award as at 29 September 1989 and continues to make such contributions:

Provided that the making of a deposit, an initial or other contributions subsequent to 29 September 1989, but on a retrospective basis, in respect of any period up to and including 29 September 1989, shall not under any circumstances bring a fund within the meaning of this provision. The mere signing and submission of any nomination for membership documents to Trustees of a fund prior to 29 September 1989 does not bring a fund within the meaning of this provision.

- (h) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award:
 - (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
 - (ii) A person must not coerce someone else to make an agreement.
 - (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (time and wage records) of the Act.
 - (iv) Any dispute arising out of this process will be handled in accordance with the "Grievance and dispute settlement procedure" contained in clause 3.1.

5.5.5 *Challenge of a fund*

- (a) An eligible employee being a member or a potential member of a fund, as well as the Union, may by notification of a dispute challenge a fund on the grounds that it does not meet the requirements of clause 5.5.
- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.5, the Commission may in its discretion and subject to any recommendation, direction or order it may make, recognise any or all of the contributions previously made to that fund as having met the requirements or part thereof of clause 5.5.2 up to and including the date of that determination.
- (c) In the event of any dispute over whether any fund complies with the requirements of clause 5.5, the onus of proof shall rest upon the employer.

5.5.6 *Fund selection*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clauses 5.5.4(c), (d), (e), (f) and (g) be determined by a majority decision of employees.
- (b) Employees who are members of an established fund covered by clause 5.5.4(f) shall have the right by majority decision to choose to have the contributions specified in clause 5.5.2 paid into a fund as provided for elsewhere in clause 5.5.4 in lieu of the established fund to which clause 5.5.4(f) has application.
- (c) The initial selection of a fund recognised in clause 5.5.4 shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under clause 5.5.4 where the long term performance of the fund is clearly disappointing.
- (d) Where clause 5.5.6 has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation.

5.5.7 *Enrolment*

- (a) Each employer to whom clause 5.5 applies shall as soon as practicable as to both current and future eligible

employees:

- (i) Notify each employee of the employee's entitlement to occupational superannuation;
 - (ii) Consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 5.5.4;
 - (iii) Take all reasonable steps to ensure that upon the determination of an appropriate fund, each eligible employee receives, completes, signs and returns the necessary application forms provided by the employer, to enable that employee to become a member of the fund; and
 - (iv) Submit completed application forms and any other relevant material to the trustees of the fund.
- (b) Each employee upon becoming eligible to become a member of a fund determined in accordance with clause 5.5.3 shall:
- (i) complete and sign the necessary application forms to enable that employee to become a member of that fund; and
 - (ii) return such forms to the employer within 28 days of receipt in order to be entitled to the benefit of the contributions prescribed in clause 5.5.2.
- (c) Where an employer has complied with the requirements of clause 5.5.7(a) and an eligible employee fails to complete, sign and return the application form/s within 28 days of the receipt by the employee of that form/s, then that employer shall:
- (i) Advise the eligible employee in writing of the non-receipt of the application form/s and further advise the eligible employee that continuing failure to complete, sign and return such form/s within 14 days could jeopardise the employee's entitlement to the Occupational Superannuation benefit prescribed by clause 5.5.
 - (ii) In the event that the eligible employee fails to complete, sign and return such application form/s within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which completed and signed application form/s is received by the employer.
 - (iii) In the event that the eligible employee fails to return a completed and signed application form/s within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form/s is a pre-requisite to the payment of any occupational superannuation contributions.
 - (iv) At the same time as advising the eligible employee pursuant to clause 5.5.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the Union a copy of each letter forwarded by the employer to the eligible employee pursuant to clause 5.5, 5.5.7(c)(i) and 5.5.7(c)(iii)
- (d) Where an employer fails to provide an eligible employee with an application form/s in accordance with clause 5.5.7(a)(iii) the employer shall be obliged to make contributions as from the date the employee became the "eligible employee" if that occurs thereafter provided that the eligible employee completes, signs and returns to the employer an application form/s within 28 days of being provided with the application form/s by the employer. Where the eligible employee fails to complete, sign and return an application form/s within such period of 28 days the provisions of clause 5.5.7(c) shall apply.

5.5.8 *Unpaid contributions*

Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.5.5, where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.5.2 in respect of any eligible employee such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission under clause 5.5.5, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.5 excepting that resort to clause 5.5.8 shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

5.5.9 *Exemption*

An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.5 in the following circumstances:

- (a) Incapacity to pay the costs associated with its implementation; or
- (b) Any special or compelling circumstances peculiar to the business of the employer.

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

6.1 Hours of work

6.1.1 Day workers

- (a) The ordinary working hours of day workers shall not exceed 40 in any one week or 8 in any one day to be worked continuously with a break for a meal, as prescribed in clause 6.2, with a further break of one hour, if required, between the 4th and 6th hours, and shall be worked between the hours of 7.00 a.m. and 9.00 p.m.:

Provided that where an employee works a 5 1/2 day week in accordance with clause 6.1.1, such ordinary working hours shall not exceed an average of 40 per week or 8 per day.

- (b) All employees shall be given at least one clear day's rest in 7.
- (c) Employees shall have a break of at least 8 hours between the finishing of one shift and the commencement of another shift.
- (d) All employees who work part of their ordinary working hours on a Saturday shall be entitled to be rostered off duty as follows:
 - (i) On every second Saturday, in which case the total number of ordinary working hours shall not exceed 80 per fortnight of 41 1/2 per week, or alternatively;
 - (ii) For one long weekend, comprising Saturday, Sunday and Monday, on every third weekend, in which case, the total number of ordinary working hours shall not exceed 120 over such 3 week period or 43 per week;
- (e) Such roster shall apply to all employees working at the establishment and shall only be changed upon employees being given at least 21 days' notice of such change.
- (f) When an employee is required to sleep on the employer's premises for the purpose of giving delivery of Motor Vehicles, the time shall be regarded as working time and shall be paid for accordingly.

6.2 Meal breaks

- 6.2.1 All employees, other than Shift Workers, shall be allowed one hour for a meal break, such meal break to be taken between the commencement of the 4th and termination of the 6th hour. If such hour is worked it shall be deemed overtime, and paid for at double the ordinary rate, until such time as the employee is allowed half an hour's meal break without deduction of pay.
- 6.2.2 The employees' meal hour shall be fixed and, except where mutually agreed between employees, no change of meal hour shall be made, without one week's notice having been given to the employee by the employer:
- 6.2.3 Where through unforeseen circumstances a change of meal hour is necessary, 24 hours' notice shall be given.

6.3 Rest pauses

- 6.3.1 All employees shall receive a rest pause of 10 minutes' duration in the employer's time in the 1st and 2nd half of their daily work. Such rest pauses shall be taken at such times so as not to interfere with the continuity of work where continuity is necessary.
- 6.3.2 It is agreed that rest pauses will not be eliminated, but where agreed between employer and the majority of employees on site, periods of work may be re-arranged so that there is less disruption to certain work by combining the rest pauses into one 20 minute rest pause.

6.4 Overtime

- 6.4.1 All work done before the fixed starting time and after the fixed finishing time, or in excess of 8 hours on any one day or on any one shift, or in excess of 40 hours in any one week, shall be deemed overtime, and shall be paid for at the rate of time and a-half.

- 6.4.2 Employees, other than Shift Workers, required to work more than 3 hours' overtime on any one day shall be paid at the rate of double time for all such overtime worked in excess of 3 hours.
- 6.4.3 Where more than one shift per day is worked, all overtime shall be paid for at the rate of double time.
- 6.4.4 Where an employee is called upon to continue to work for more than one hour after the employee's ordinary ceasing time without receiving notice on the employee's previous shift of the requirement to work such overtime, and the employee shall be supplied with a meal by the employer or shall be paid \$12.10 in lieu thereof.
- 6.4.5 Where the employee has provided customary meals because of receipt of notice to work such overtime, the employee shall, in the event of work not being done or ceasing before the respective meal times, be paid an allowance of \$12.10 for each meal so provided.
- 6.4.6 All employees, after the expiration of 4 hours overtime shall be allowed 30 minutes for a meal in the employer's time, and 30 minutes after the completion of every additional 4 hours overtime worked, provided that the employee is required to continue working after such meal break.
- 6.4.7 Any employee required to work on the 7th day shall be paid at the rate of double time.
- 6.4.8 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.
- 6.4.9 *Sunday work*

All work done on Sundays by employees covered by this Award shall be paid for at the rate of time and a-half for a period of not less than 4 hours, unless the employee is granted a full day off during the week, in which event the employee may be worked on Sundays for an ordinary shift at ordinary rates.

Employees who have worked their ordinary 40 hours week between Monday and Saturday in each week shall, if required to work on Sunday, be paid for all time so worked at double time for a minimum period of 4 hours.

6.5 Fatigue breaks

- 6.5.1 An employee who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day, or an employee who between the termination of their last shift and the commencement of the next shift has not had at least 8 consecutive hours off duty between those times shall, subject to clause 6.5, be released after completion of such overtime or shift until the employee has had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer such employee resumes or continues work without having had 8 consecutive hours off duty, the employee shall be paid double rates until they are released from duty for such period and shall then be entitled to be absent until the employee has had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

6.6 Shift workers and continuous shift workers

- 6.6.1 Ordinary working hours of Shift Workers shall not exceed 80 in any fortnight or 8 in any one shift inclusive of a crib break of 30 minutes and shall be worked in accordance with a roster mutually agreed upon by the employer and the Union.
- 6.6.2 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 before 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.
- 6.6.3 *Extra week-end payment for continuous shift work*

Where 3 shifts per day are worked for a period of 7 days per week under this Award, all ordinary time worked from midnight Friday to midnight Sunday shall be paid for at one and a-half times the ordinary rates.

6.6.4 Extra payment for afternoon and night shifts

- (a) In addition to the rates of pay prescribed by clause 5.1 (Wage rates), employees whilst engaged on afternoon shift and night shift, as established pursuant to clause 6.6 (Shift Workers and Continuous Shift Workers), shall be paid an additional penalty rate for each such shift as follows:

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

(b) For the purposes of clause 6.6.4:

- (i) "Afternoon shift" means any shift, finishing after 9.00 p.m. and at or before midnight;
- (ii) "Night shift" means any shift finishing after midnight and at or before 8.00 a.m. or any shift commencing at or after midnight and before 5.30 a.m.;
- (iii) The percentage which is quoted shall be the amount which is payable for each shift in addition to the employee's ordinary time wage rate.

6.6.5 *Crib break*

Shift Workers shall be allowed a break of not less than 30 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 1/2 hours after commencement of the shift and not later than 4 1/2 hours after such commencement. An employee shall not be compelled to work more than 6 hours without a break for crib.

6.7 Payment for work on weekly half holiday

6.7.1 Employees, other than casuals, who are required to work their ordinary working hours over more than 5 days shall be paid at the rate of time and a-half for all such ordinary hours worked in excess of 5 days.

6.7.2 Employees who work a 5 1/2 day week shall not be required to work on their rostered days or half days off duty, but in the event of an employee consenting to so work, such employee shall be paid for the time so worked, at the rates prescribed by clause 6.4 (Overtime) with a minimum payment of 4 hours at the aforesaid rates for any such work performed on a Monday.

PART 7 - LEAVE OF ABSENCE 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) not less than 5 weeks if employed on Shift Work where 3 shifts per day are worked over a period of 7 days per week;
- (b) not less than 4 weeks in any other case.

7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.5) 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 wages at a rate in excess of the ordinary wages payable under this Award, at that excess rate; and
- (b) In every other case, at the ordinary time rate of pay payable to the employee concerned immediately prior to that leave.

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 immediately pay to the employee, in addition to all other amounts due to them, their pay, calculated in accordance with clause 7.1.5, for 4 or 5 weeks as the case may be and also their ordinary time rate of pay for any public holiday occurring during such period of 4 or 5 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/9th of their pay for the period of their employment in the case of a Shift Worker, and 1/12th of their pay for the period of their employment in the case of a Day Worker, calculated in accordance with clause 7.1.5.

7.1.5 *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 7.1.5(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 public holidays shifts.

- (b) Leading hands, etc - Subject to clause 7.1.5(c), leading hand allowances and amounts of a like nature otherwise 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 7.1.5(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 the Award for the period of the annual leave (excluding shift premiums and week-end penalty rates);
 - (ii) leading hand allowance or amounts of a like nature;
 - (iii) a further amount calculated at the rate of 17 1/2% of the amounts referred to in clauses 7.1.5(c)(i) and 7.1.5(c)(ii).
- (d) Clause 7.1.5(c) does not apply to:
 - (i) any period or periods of annual leave exceeding:
 - 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
 - 4 weeks 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 favourable to employees.

7.1.6 It shall not be lawful for any employer to give or for any employee to receive payment in lieu of annual leave.

7.1.7 Annual leave on full pay shall be taken within 3 months after the completion of a year of employment and wherever possible not less than 3 weeks' notice of such leave shall be given by the employer to the employee.

7.2 Sick leave

7.2.1 Entitlement

- (a) Every employee, except casuals, pieceworkers, and school-based apprentices and trainees, is entitled to 8 days' sick leave for each completed year of their employment with their employer.
- (b) This entitlement will accrue at the rate of one day's sick leave after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be 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.
- (f) Part-time employees accrue sick leave on a proportional basis.

7.2.2 Employee must give notice

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

7.2.3 Evidence supporting a claim

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

7.2.4 Accumulated sick leave

An employee's accumulated sick leave entitlements are preserved when:

- (a) The employee is absent from work on unpaid leave granted by their employer;

- (b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months; or
- (c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

7.2.5 *Workers' compensation*

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

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

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

7.4.2 *Exemption*

Clause 7.4.1 shall not apply to:

J. Michelmores & Co. (Proprietary) Ltd. in respect of their employees who are now, or subsequently became, members of Michelmores's Superannuation Fund.

7.5 Family leave

The provisions of the Family Leave Award 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;
- (b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

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

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

7.6 Public holidays

7.6.1 All work done by any employee on:

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

Employees covered by this Award shall be entitled to be paid a full day's wages 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 by the employee at one and a-half times the ordinary rates 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 a minimum of 4 hours.

7.6.4 Double time and a-half

For the purposes of clause 7.6, where the rate of wages is a weekly rate, "double time and a-half" shall mean one and one-half day's wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

7.6.5 Double time and a-half

All time worked on any of the holidays mentioned in clause 7.6.1, 7.6.2 and 7.6.3 outside the ordinary starting and ceasing times prescribed by this Award for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by the Award for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

7.6.6 Any employee who works a 5 1/2 day week shall, where such an employee is rostered off duty on any of the holidays mentioned in clauses 7.6.1, 7.6.2 and 7.6.3, be paid an additional 3 hours at ordinary rates where such holiday coincides with a rostered half-day off duty, and an extra 8 hours' pay at such rates where such holiday coincides with a rostered full day off duty.

7.6.7 Stand-down

Any and every employee who, having been dismissed or stood-down by their employer during the month of December in any year, shall be re-employed by that 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 1st day of January occurring during the period on and from the date of their dismissal or standing-down to and including the date of re-employment as aforesaid.

7.7 Jury service

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

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

NOTE: No provisions inserted in this Award relevant to this Part.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Commitment to training and careers

- 9.1.1 The parties commit themselves to continuing and upgrading the training provided to employees.
- 9.1.2 It is agreed that the parties will co-operate in ensuring that the training is maintained and improved.
- 9.1.3 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 Supply of overalls

Where employees are required to wear a distinctive type of clothing, be it overalls or shirt and trousers, one set of such clothing shall be supplied annually by the employer free of cost to the employee:

Provided that cleaners shall be supplied with 2 sets of overalls, one pair of oilskin trousers and one pair of clogs or gum boots annually.

10.2 Supply of solvent

The employer shall supply a sufficient quantity of suitable solvent for cleansing greasy hands.

10.3 First aid

A suitable first-aid kit shall be provided in a central position at the place of employment so as to be at all times readily available for the use of employees.

10.4 Boiling water

The employer shall provide boiling water for employees to make tea during the meal breaks and rest pauses.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

time.

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry procedure

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

11.1.3 Inspection of records

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (i) is ineligible to become a member of the Union; or
 - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
 - (iii) has made a written request to the employer that the employee does not want that employee's record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 Discussions with employees

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

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

11.1.5 Conduct

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

11.2 Time and wages record

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Posting of award

A copy of this Award shall be kept and posted at the place where the industry is carried on and in such a position as to be legible to the employees.

APPENDIX - EMPLOYEES IN CATERING SERVICES ATTACHED TO OR IN ASSOCIATION WITH PETROL SERVICE STATION ROADHOUSES

1.1 Definitions

1.1.1 Food and beverage stream

- (a) "Food and Beverage Attendant Grade 1" means an employee who is engaged in any of the following:
 - picking up glasses;
 - emptying ashtrays;
 - general assistance to Food and Beverage Attendants of a higher grade, not including service to customers;
 - removing food plates;
 - setting and wiping down tables;
 - monitoring, cleaning and tidying of associated areas during normal opening hours where such duties are incidental to the employees main duties.
- (b) "Food and Beverage Attendant Grade 2" means an employee who has not achieved the appropriate level of training, and who is engaged in any of the following:

- supplying, dispensing and mixing of liquor;
 - undertaking of general waiting duties of both foods and/or beverages including cleaning of tables and restaurant equipment;
 - receipt of monies;
 - selling of specialist stock lines;
 - attending a snack bar;
 - engaged on delivery duties;
 - general receivable and distribution of goods;
 - taking reservations, greeting and seating guests under general supervision;
 - assist in maintenance of dress standards and goods order of the establishment;
 - setting up on site for small parties.
- (c) "Food and Beverage Attendant Grade 3" means an employee who has the appropriate level of training and is engaged in any of the following:
- supplying, dispensing or mixing of liquor;
 - undertaking all general waiting duties of both food and liquor, including cleaning of tables;
 - receipt of monies;
 - selling of specialist stock lines;
 - taking reservations, greeting and seating guests;
 - general security including security of keys and supervision of dress standard maintenance and goods order in the establishment;
 - assisting in the training and supervising of Food and Beverage Attendants of a lower grade;
 - setting up on site for small parties.
- (d) "Food and Beverage Attendant Grade 4" means an employee who has the appropriate level of training, and is engaged in any of the following:
- Full control of cellar or liquor storeroom (including the receipt, delivery, recording and ordering of goods within such an area);
 - mixing a range of sophisticated drinks;
 - supervision and training of Food and Beverage Attendants of a lower grade.
- (e) 'Food and Beverage Attendant Grade 5' means an employee who has completed an apprenticeship in waiting, or who has been accredited as such, or who is assessed as having skills of a similar level and who is engaged in the following:
- general and specialised skilled duties in a fine dining room or restaurant.
- (f) "Food and Beverage Attendant Grade 6" means an employee who has the appropriate level of training including a supervisory course, and who is engaged in any of the following:
- responsibility for the supervision, training and co-ordination of food and beverage staff;
 - stock control for bar or bars including administrative and accounting activities;
 - responsibility for the maintenance of service and operational standards.

1.1.2 *Kitchen stream*

- (a) "Kitchen Attendant Grade 1" means an employee engaged in any of the following:
- general cleaning duties within a kitchen or food preparation area and scullery, including the cleaning of cooking and general utensils, used in a kitchen and restaurant;
 - assisting employees who are cooking;
 - preparation of salad ingredients and/or distribution to a salad bar;
 - general pantry duties.
- (b) "Kitchen Attendant Grade 2" means an employee who has the appropriate level of training, and who is engaged in any of the following:
- specialised in non-cooking duties in a kitchen or food preparation area;
 - assisting in the supervision and training of Kitchen Attendants;
 - general receipt and distribution of goods.
- (c) "Kitchen Attendant Grade 3" means an employee who has the appropriate level of training including a supervisory course, and who is engaged in the following:

- responsibility for the supervision, training and co-ordination of Kitchen Attendants of a lower grade.

(d) "Cook Grade 1" means an employee who is engaged in the following:

- cooking of breakfasts and snacks, baking, pastry cooking or butchering.

(e) "Cook Grade 2" means an employee who has the appropriate level of training and who is engaged in any of the following:

- cooking duties including baking, pastry cooking or butchering;
- setting up of an on-site kitchen.

(f) "Cook (Tradesperson) Grade 3" means an employee who has completed an apprenticeship or who has passed the appropriate trade test, and who is engaged in any of the following:

- cooking, baking, pastry cooking or butchering duties;
- setting up of an on-site kitchen.

(g) "Cook (Tradesperson) Grade 4" means an employee who has completed an apprenticeship or has passed the appropriate trade test, and who is engaged in any of the following:

- general or specialised cooking, butchering, baking or pastry cooking duties;
- supervision and training of other cooks or kitchen employees.

(h) "Cook (Tradesperson) Grade 5" means an employee who has completed an apprenticeship or has passed the appropriate trade test in cooking, butchering, baking or pastry cooking and has completed additional appropriate training and who performs any of the following:

- general and specialised cooking, butchering, baking or pastry cooking duties;
- supervision and training of other cooks and kitchen employees;
- ordering and stock control;
- sole responsibility for other cooks and kitchen employees including co-ordination in a single kitchen establishment.

1.1.3 "Introductory Level" applies if an employee has not achieved the appropriate level of training and has less than 3 months experience either in the restaurant and catering industry or in another industry where the employee performed work similar to that which the employee is required to perform under this Award.

1.1.4 *Appropriate level of training means:*

(a) Completion of a training course deemed suitable according to guidelines issued through Tourism Training Australia for that particular classification. After 1 January 1992, such course to be accredited by the Australian Hospitality Review Panel.

(b) That the employee's skills have been assessed to be at least the equivalent of those attained through the suitable course described in clause 1.1.4(a) of this Appendix such assessment to be undertaken by a qualified skills assessor, or

(c) Any dispute arising in relation to clause 1.1.4 shall be resolved in accordance with the provisions of clause 3.1 (Grievance and dispute settling procedure) of the Award.

1.1.5 "Casual employee" means any employee engaged as such and who is employed by the hour on the class of work for which they are engaged with a minimum of 4 hours' pay for each engagement.

1.1.6 "Caterer (other than Industrial Caterer)" means any employer carrying on the business of catering for wedding receptions, parties, dances, conventions, seminars, social functions, sports grounds, race, trotting and greyhound meetings, Agricultural or Industrial shows, or any similar functions or events.

1.1.7 "Industrial Caterer" means any employer carrying on the business of catering and/or providing accommodation for any number of persons involved in Industrial Undertakings on location where catering is provided for on the basis of a minimum of 2 main meal times per day.

1.1.8 "Full day off" means 24 hours from 12 midnight to 12 midnight.

1.1.9 "Half day off" means the balance of the day from 1.30 p.m. till the time of starting next day; ordinary time worked on such half-day shall not exceed 4 hours.

1.1.10 "Part-time employee" means an employee who is regularly employed for a minimum of not less than 12 hours each week and a maximum of 40 hours each week.

1.1.11 "Junior employee" means those employees under the age of 20 years:

Provided that employees engaged and/or employed on duties normally performed by a drink waiter/waitress or bar attendant shall not be regarded as a junior employee for the purposes of this definition.

2.1 Engagement

2.1.1 Employees may be engaged on a full-time, part-time or casual basis, provided that the nature of the employment contract is specified at the time of engagement.

2.1.2 Employers shall at the time of engagement provide to their employees in writing the following details:

- (a) The classification under which the employee has been engaged, including the level;
- (b) The rate of pay applicable to the position under this Award;
- (c) Confirmation of the date of employment;
- (d) All other conditions of employment applicable within the property in which the employee is to be employed.

3.1 Hours of work

(a) The ordinary hours of work for employees employed in catering services attached to Petrol Service Station Roadhouses shall not exceed 40 in any one week or 8 in any one day to be worked on 5 days of the week:

Provided that the 2 days off duty shall, wherever practicable, be consecutive.

(b) The ordinary daily working hours shall be worked between the hours of 7.00 a.m. and 12.00 midnight. There shall not be more than one break exclusive of meal hours in any one day.

(c) By agreement between the employer and the majority of employees concerned, full-time and part-time employees may work up to a maximum of 10 ordinary hours per day without the payment of overtime.

(d) The roster for all employees shall provide for a minimum of 10 hours break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day.

4.1 Shift work

4.1.1 Shift Work may be performed in accordance with a roster to be drawn up by mutual agreement between the employer and the employees and approved by the Union in writing:

Provided that such roster shall provide for not more than 5 shifts of 8 continuous hours per day, including crib breaks to be worked in any one week with 2 consecutive days off duty.

5.1 Overtime

5.1.1 Except as provided in clause 3.1 (Hours of work) and as hereinafter provided all time worked by employees in excess of 8 hours on any full day or 4 hours on any half-day or 40 hours in any one week or outside the daily spread of working hours or outside the daily and/or weekly rostered hours shall be deemed overtime and except as hereinafter provided shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter.

5.1.2 All time worked on an employee's days or half-day off shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter with a minimum payment as for 2 hours worked:

Provided, however, that the 2 hour minimum payment shall not apply to employees who continue working in their half-day off.

5.1.3 All overtime worked on Sundays shall be paid for at the rate of double time.

5.1.4 All time worked after 12 midnight and prior to 6.00 a.m. the following day shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter.

5.1.5 Overtime on any day shall stand alone.

- 5.1.6 All time worked by a Shift Worker in excess of 40 hours per week or 8 hours per day or outside of the rostered hours of work shall be deemed to be overtime and shall be paid for at the rate of double time.
- 5.1.7 Notwithstanding the provisions of clause 5.1.7 of this Appendix, there may be an agreement in writing between the employee and the employer to take time off with pay in lieu of payment of overtime. Such time off shall be equivalent to the number of ordinary hours' pay that the employee would have received for such overtime. Accumulated time must be taken within 12 months from the time of accrual and at a time mutually agreed between the employee and the employer. Outstanding accrued overtime shall be paid at the appropriate rate in full at the time of termination, for any reason, by either party.

6.1 Week-end penalty rates

- 6.1.1 Payment at the rate of time and a-half for all time worked between midnight Friday and midnight Sunday, not being overtime within the meaning of clause 5.1 (Overtime) of this Appendix shall be made to all employees other than casuals.

7.1 Part-time employees

- 7.1.1 Part-time employees shall be engaged for a minimum of 12 hours and a maximum of 40 hours in any one week and shall work on not more than 5 days in any one week. Part-time employees shall work a minimum of 3 hours on any one day and a maximum of 10 hours on any one day. The hours of work shall be continuous subject to clause 9.1 (Meal breaks).

- 7.1.2 A part-time employee shall be paid per hour at the rate of 1/40th of the weekly rate prescribed for the class of work performed.

7.1.3 Savings

Part-time employees who were in receipt of a 10% all-purpose loading as at 26 June 2000, are to continue to receive that loading for all ordinary hours worked.

- 7.1.4 Part-time employees who work in excess of 8 hours per day:

- (a) in the case of employees to whom clause 3.1(c) of this Appendix applies, any work in excess of 10 hours per day shall be entitled to be paid overtime in accordance with clause 5.1 (Overtime) of this Appendix for such excess hours.
- (b) In the case of part-time employees who receive the 10% loading prescribed for in clause 7.1.3 of this Appendix, any time worked in excess of 40 hours per week shall be classed as overtime and paid in accordance with clause 5.1 (Overtime) of this Appendix.
- (c) In the case of all other part-time employees any time worked in excess of the ordinary daily or weekly hours prescribed by the roster, shall be classed as overtime and paid in accordance with clause 5.1 (Overtime) of this Appendix

- 7.1.5 Part-time employees shall be entitled to *pro rata* entitlements to annual leave, public holidays (on which the employee is normally rostered to work), sick leave, bereavement leave and long service leave in accordance with the provisions contained in Part 7 of the Award.

- 7.1.6 All provisions of this Award not expressly amended by clause 7.1 of this Appendix shall have application to part-time employees.

8.1 Meals

Meals may be taken at the option of the employee, and where practicable, notice shall be given by the employee on the previous day whether meals are required for the following day. The sum of \$2.00 may be deducted for any meal taken.

9.1 Meal breaks

- 9.1.1 Every employee shall be entitled to a meal break of not less than 30 minutes nor more than one hour for breakfast, lunch or dinner. No employee shall work for more than 6 hours without a meal break except where overtime of one hour's duration or less is being worked immediately following an employee's ordinary ceasing time.

- 9.1.2 Where an employee is required to work through the employee's normal break they shall be paid at the rate of double time for all work so performed and such double time shall continue to be paid until such time as a meal break of the usual duration can be taken or until the employee ceases work for the day.

9.1.3 Any employee who is required to work overtime for more than 2 hours beyond the rostered ceasing time shall be provided with an adequate meal by the employer, or, in the event of the employer being unable to provide such meal, be paid an allowance of \$12.10 in lieu thereof.

10.1 Wages

10.1.1 The minimum rates of wages payable to the following classes of employees in the Southern Division (Eastern District) shall be:

Classification	Excess Payment Per Week \$	Total Wage Rate Per Week \$
1. Kitchenhand	6.00	616.20
2. Bar Attendant		626.10
Drink Waiter/Waitress		626.10
Food Waiter/ Waitress		626.10
Receptionist		626.10
Cashier		626.10
Singlehand Cook	2.10	627.90
Other Cook		626.10
3.		633.40
4. Head Waiter		645.80
5. Qualified Cook		656.00
6. Second Cook		667.40
7. Chef or Chief Cook		683.70
Persons not otherwise provided for		616.20
Introductory Level		610.20

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2011 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

10.1.2 Divisional and district allowances

Adult employees in the Mackay Division shall be paid 90c per week and adult employees in the Eastern District of the Northern Division shall be paid \$1.05 per week in addition to the rates above prescribed.

10.1.3 Junior rates

The minimum rates of wages payable to junior employees as defined shall be calculated as follows:

	Of the Minimum Adult Rate for the Respective Division and/or District %
Under 17 years of age	55
17 and under 18 years of age	65
18 and under 19 years of age	75
19 and under 20 years of age	85

And thereafter at the appropriate rate prescribed for adults in the class of work being performed.

Junior rates shall be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple.

Any employee aged 18 or 19 years who is engaged to dispense and/or mix and/or sell alcoholic beverages shall be paid at a minimum rate of \$318.50 per week in the case of full-time employees and in the case of casual and part-time employees at the appropriate hourly rate on the weekly rate provided above.

10.2 Casual employees

10.2.1 The hourly rate for such employees to be ascertained by dividing the appropriate weekly rate prescribed for full-time employees of the same class by 40 and adding thereto the following loadings:

- (a) 50 per cent for work performed Monday to Saturday.
- (b) 100 per cent for work performed on Sundays and for work performed after 12 midnight, and prior to 6.00 a.m. the following day.
- (c) 150 per cent for work performed on public Holidays.

10.3 Allowances

10.3.1 Supervisory allowances

Employees other than chefs or chief cooks, second cooks, and head waiters who are appointed to supervise the work of other employees shall be paid the following additional allowances:

	Per week \$
In charge of:	
1 to 8 employees	12.50
9 to 16 employees	15.70
17 or more employees	19.00

10.3.2 Late work rates

Employees, other than casuals, required to work any ordinary hours between 8.00 p.m. and midnight Monday to Friday shall be paid \$4.03 per occasion.

10.3.3 Afternoon and Night Shift Allowances

- (a) In addition to the rates of pay prescribed by clause 10.1 of this Appendix, employees whilst engaged on afternoon shift and night shift, as established pursuant to clause 4.1 of this Appendix, shall be paid an additional penalty rate for each such shift as follows:

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

- (b) For the purposes of clause 10.3.3:

- (i) "Afternoon shift" shall mean any shift, finishing after 9.00 p.m. and at or before midnight;
- (ii) "Night shift" shall mean any shift finishing after midnight and at or before 8.00 a.m. or any shift commencing at or after midnight and before 5.30 a.m.;
- (iii) The percentage which is quoted shall be the amount which is payable for each shift in addition to the employee's ordinary time wage rate.

- (c) No employee shall as a result of clause 10.3.3 suffer any reduction to their current entitlement to shift allowance.

10.3.4 No employee presently employed under the terms of this Award shall suffer any reduction in their ordinary time rate as a result of clause 10.3 of this Appendix.

SCHEDULE - List of employers with Second Tier Orders which to varying degrees modify the Provisions of this Award

Name	Case No.	Date of Order
Permanent Heads of Queensland Government Departments	}	
Public Hospitals Boards)	
Mater Misericordiae Public Hospitals, South Brisbane)	
	}	
	B81 and	7. 3.88
	B122/88	9. 9.88

Dated 9 September 2003.

By the Commission,
[L.S.] E. EWALD,
Industrial Registrar.

Operative Date: 3 November 2003