

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

GROUND STAFF - DEFENCE FORCE CONTRACTORS AWARD - SOUTHERN DIVISION 2004

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Ground Staff - Defence Force Contractors Award - Southern Division 2004 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 Ground Staff - Defence Force Contractors Award - Southern Division 2004 as at 1 September 2010.

Dated 1 November 2010.

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

GROUND STAFF - DEFENCE FORCE CONTRACTORS AWARD - SOUTHERN DIVISION 2004

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Ground Staff - Defence Force Contractors Award - Southern Division 2004.

1.2 Arrangement

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1.3 Definitions

- 1.3.1 "The Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.3.2 "Casual employee" means an employee who is employed by the hour and who works less than 40 hours per week.
- 1.3.3 "Commission" means the Queensland Industrial Relations Commission.
- 1.3.4 "Part-time employee" means a weekly employee who is engaged in work on pre-determined days of the week for a regular number of hours, being at least 12 hours but no more than 32 hours per week.
- 1.3.5 "Permanent employee" means an employee engaged by the week.
- 1.3.6 "South-Eastern Division" means the district 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 comprised in any State or Federal Electorate in the South-Eastern Division of Queensland.

- 1.3.7 "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees.

1.4 Date of operation

This Award takes effect from 2 August 2004.

1.5 Award coverage

This Award has application to employees who are engaged for the purpose of maintaining grounds and other external properties employed by contractors providing such services to the Department of Defence on a contract or fee for service basis, within the South-Eastern Division.

1.6 Parties bound

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

1.7 Pre-existing conditions

Nothing in this Award will act to reduce the wages and conditions of employees currently being paid or observed as at the date of the making of this Award.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Consultation

- 3.1.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industry covered by this Award and to enhance the career opportunities and job security of employees in the industry.
- 3.1.2 At each plant or enterprise, an employer, the employees and their relevant Union commit themselves to establishing 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 for consideration consistent with the objectives of clause 3.1.1 will be processed through that consultative mechanism and procedures.

3.2 Grievance and dispute settling procedure

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

- 3.2.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably

practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.

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

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

4.1 Employment categories

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

Employment categories are:

- (a) Full-time;
- (b) Part-time (as defined); or
- (c) casual (as defined).

4.2 Part-time employment

- 4.2.1 A part-time employee will have a minimum engagement of 4 hours.

Except as hereinafter provided, all conditions provided for permanent full-time employees will apply to part-time employees.

- 4.2.2 Part-time employees will be paid an hourly rate equal to 1/38th of the weekly rate.

- 4.2.3 The spread of hours of part-time employees will be the same as that applicable to a full-time weekly employee in the section of the establishment in which they are employed. The number of ordinary hours will not on any day exceed the number of ordinary hours of weekly employees in the section in which the employee is employed, without payment of overtime.

4.2.4 Part-time employees will be entitled to receive *pro rata* entitlements to annual leave, sick leave, bereavement leave and long service leave in accordance with the provisions of this Award.

4.2.5 Where a part-time employee would have been rostered to work on a day of the week on which a public holiday occurs and the employee is not required to work on the holiday, then the employee will be paid for the ordinary hours such employee would have worked on that day had it not been a public holiday.

4.3 Casual employment

Employees engaged on a casual basis will be paid 23% per hour in addition to the appropriate rate prescribed for the class of work which they are performing.

The minimum period of engagement of casual employees will be not less than 2 hours.

4.4 Termination of employment

4.4.1 *Statement of employment*

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

4.4.2 *Termination by employer*

(a) An employer may dismiss an employee only if the employee has been given the following notice:

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

(b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

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

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

(d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

(e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

(f) Annual leave shall not be used to provide the notice prescribed in clauses 4.4.2(a) and 4.4.2(b).

4.4.3 *Notice of termination by employee*

To terminate the contract of employment a full-time or part-time employee must give at least one week's notice or forfeit a week's pay in lieu.

4.4.4 *Time off during notice period*

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

convenient to the employee after consultation with the employer.

4.5 Introduction of changes

4.5.1 Employer's duty to notify

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

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

4.5.2 Employer's duty to consult over change

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.5.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

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

4.6 Redundancy

4.6.1 Consultation before terminations

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.6.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.6.2 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.6.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.6.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.

- (c) The amounts must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.6.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmitter) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmitter 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 transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.6.5, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

4.6.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.6.1, 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.

4.6.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.6.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.6.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.6.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.6.1(a), shall be entitled to the following amounts of severance pay:

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

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

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

4.6.7 *Superannuation benefits*

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

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

4.6.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.6.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause 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.

4.6.9 *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.

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

Clause 4.6 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.

4.6.11 *Employees exempted*

Clause 4.6 shall not apply:

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

4.6.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.6 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
 - (i) a company and the entities it controls; or
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.6.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.6.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmitter) to another employer (transmittee), in any of the following circumstances:

- (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter, and any prior transmitter, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
 - (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.6.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.6.14 *Incapacity to pay*

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

4.7 **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* 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 3.2, the parties to the 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*;
- (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 **Incidental and peripheral tasks**

4.8.1 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.

4.8.2 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).

4.8.3 Any direction issued by an employer pursuant to clauses 4.3.1 and 4.3.2 will be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.9 **Mixed functions**

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

4.10 Trainees

Trainees are engaged under this Award, except as varied from time to time by the *Order for Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities)*.

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.

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 Classifications and wage rates

5.1.1 *Ground Staff - Level 1* (Relativity to Trade Equivalent - 82%)

Employees at this level would perform minor (non trade) maintenance or repair to equipment and driving of equipment other than where a medium rigid licence is required.

5.1.2 *Ground Staff - Level 2* (Relativity to Trade Equivalent - 87.4%)

Employees at this level would, in addition to the work performed at Level 1, perform duties associated with spraying of poisons where a certificate is required.

5.1.3 *Ground Staff - Level 3* (Relativity to Trade Equivalent - 92.4%)

Employees at this level would, in addition to the work performed at Levels 1 and 2, be required for the majority of the shift, to operate a heavy vehicle requiring a medium rigid licence.

5.1.4 *Ground Staff - Level 4* (Tradesperson)

Employees at this level would be employed as a trade qualified employee, possess relevant trade or equivalent qualifications and use such qualifications in the course of their duties.

5.1.5 The minimum rates payable under this Award will be as follows:

Classification	Per Week \$
Ground Staff Level 1	604.90
Ground Staff Level 2	627.40
Ground Staff Level 3	648.30
Ground Staff Level 4	682.00

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

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

5.2 Allowances

5.2.1 *Leading Hand Allowance*

In addition to the rates of pay prescribed by this Award, employees required to be in charge of other employees will receive the following allowances:

In charge of:	Per Week \$
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Up to 15 employees	14.40
More than 15 employees	21.40

5.3 Payment of wages

- 5.3.1 Wages will, at the option of the employer, be paid either in cash, by direct deposit or by electronic funds transfer into a financial institution nominated by the employee either weekly or fortnightly.
- 5.3.2 If paid in cash, wages will be paid at a specified time during working hours and any employee who is not paid within 5 minutes of the time specified, will be deemed to be working during the time such employee is kept waiting.

5.4 Occupational superannuation

- 5.4.1 The superannuation provisions for all employees covered by this Award will be in accordance with the Declaration of General Ruling handed down by the Full Bench of the Commission and contained in the *Queensland Government Industrial Gazette* of 28 March 1987, Vol 124 No 55.
- 5.4.2 For each employee, the employer will contribute a sum in accordance with the provision of the Superannuation Guarantee Charge. This sum is to be paid to an approved superannuation scheme, retrospective to the date of the employee's appointment.
- 5.4.3 Contributions will be made into one of the following Funds:
- (a) ARF;
 - (b) Sunsuper; or
 - (c) Serco Superannuation Fund

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

6.1 Hours of work

- 6.1.1 (a) The ordinary hours of work will be an average of 38 per week to be worked on one of the following bases:
- (i) 38 hours within a work cycle not exceeding 7 consecutive days; or
 - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
 - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding 28 consecutive days; or
 - (v) The ordinary hours of work prescribed may be worked on up to any 5 consecutive days in the week, Monday to Friday inclusive between 6.00 a.m. and 6.00 p.m.:

Provided that by agreement between the employer and employee, the spread of hours may be varied between 5.00 a.m. and 5.00 p.m. or 7.00 a.m. and 7.00 p.m.

- 6.1.2 Except as hereinafter prescribed, all employees will be entitled to 2 consecutive days off each week which will comprise any period of 48 consecutive hours:
- 6.1.3 Ordinary working hours of employees are to be worked in accordance with a roster. A copy of the roster will be exhibited in a conspicuous place easily accessible to all employees. Rostered starting times will not be altered, except in agreed emergencies, without 7 days' prior notice. Except in the case of emergencies where such notice has not been given, all hours worked outside of the roster, until clause 6.1.3 has been complied with, will be deemed overtime and paid accordingly:

Provided that the roster may be altered at any time by mutual consent.

- 6.1.4 The ordinary hours of work prescribed herein will not exceed 10 on any day:

Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours will be subject to the agreement of the employer and the majority of employees directly involved.

- 6.1.5 *Implementation of 38 hour week*

The 38 hour week will be implemented on one of the following bases, most suitable to the particular business, after consultation with, and giving reasonable consideration to the wishes of the employees directly involved:

- (a) by employees working less than 8 ordinary hours each day; or
- (b) by employees working less than 8 ordinary hours on one or more days each work cycle; or
- (c) by fixing one or more work days on which all employees will be off during a particular work cycle; or
- (d) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.

6.1.6 Subject to the provisions of clause 6.1.4, employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.

6.1.7 Notwithstanding any other provision in clause 6.1, where the arrangements of ordinary hours of work provides for a rostered day off, the employer and the majority of employees directly involved, may agree to accrue up to a maximum of 10 rostered days off. Where such agreement has been reached, the accrued rostered days off will be taken within 12 calendar months from the date on which the first rostered day off was accrued. Consent to accrue rostered days off will not be unreasonably withheld by either party.

6.1.8 Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in the business directly involved.

6.1.9 *38 hour week - procedures for enterprise level discussions*

- (a) The employer and all employees directly involved in each establishment will consult over the most appropriate means of implementing and working a 38 hour week.
- (b) The objective of such consultation will be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.1.5.
- (c) The outcome of such consultation will be recorded in writing.
- (d) In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their relevant Union or employer organisation.
- (e) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer will have the right to make the final determination as to the method by which the 38 hour week is implemented or worked from time to time.
- (f) After implementation of the 38 hour week, upon giving 7 days' notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees directly involved, utilising the foregoing provisions of clause 6.1, including clause 6.1.5.

6.2 Overtime

6.2.1 All time worked in excess of 8 hours in any one day or in excess of 38 hours in any one week or outside the spread of ordinary working hours will be deemed to be overtime.

6.2.2 Overtime will be paid for at the rate of time and a-half for the first 3 hours on any one day and at the rate of double time thereafter:

Provided that all overtime worked on Sundays will be paid for at the rate of double time.

6.2.3 All overtime worked on a Saturday or on a Sunday will be subject to a minimum payment as for 2 hours' work upon each occasion that an employee is required to attend for duty:

Provided that such minimum payment will not be applicable where overtime is worked continuously with ordinary working hours on a Saturday.

6.2.4 Where an employee is recalled from home to work overtime, the employee will be paid for such time so worked at the rate of double time, with a minimum payment as for 3 hours' work in respect of each such recall.

6.2.5 In the computation of overtime payments, any part of a-half of an hour that is worked on any one day will be paid for as a full half of an hour.

6.2.6 Notwithstanding clauses 6.2.1 to 6.2.5 where there is written agreement between the employee and the employer paid time off may be taken in lieu of overtime. Such time off will be at the equivalent of the number of hours of ordinary pay that the employee would have received for such overtime.

Accumulated time will be taken at a time mutually agreed between the employee and the employer, with 12 months of such accumulation. Time off in lieu of overtime will be banked to a maximum of 40 hours at any one time:

Provided that where there is written agreement between the Union and the employer such time may be banked in excess of 12 months or 40 hours.

Any accrued time that is outstanding after 12 months (where there is not written agreement between the Union and the employer) or at the time of termination, for any reason, by either party, will be paid out, at the appropriate rate.

6.3 Meal breaks

6.3.1 When an employee is employed for at least 6 hours, such employee will be entitled to a meal break of not less than half an hour or more than one hour, to be agreed upon between the employer and the majority of employees and to be taken between the fourth and sixth hours.

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

6.3.2 Employees who are required to continue working for more than one and a-half hours beyond their ordinary finishing time will be entitled to take a 30 minute paid meal break and will be provided with an adequate meal by the employer or paid an allowance of \$9.60 in lieu thereof:

Provided that where an employee has provided a meal because of receipt of notice to work overtime and such overtime is not worked such employee will be paid \$9.60 for any meal so provided.

6.4 Rest pauses

6.4.1 Weekly employees

Weekly employees will receive one rest pause of 20 minutes which will be taken at such a time as to divide the working day into three approximately equal periods of work, where practicable.

6.4.2 Casual employees

Casual employees who work a minimum of 4 consecutive ordinary hours but less than 8 consecutive ordinary hours on any one day will receive rest pause of 10 minutes' duration. Employees who work a minimum of 8 consecutive ordinary hours (excluding the meal break) on any one day will receive a rest pause of 10 minutes' duration in the first half and the second half of the period worked.

6.4.3 Rest pauses will be taken in the employer's time.

6.4.4 Rest pauses will be taken at times to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity is necessary.

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 will at the end of each year of their employment be entitled to annual leave on full pay of 4 weeks.

7.1.2 Such annual leave will be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.5) will be paid for by the employer in advance:

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

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer

will be deemed to have given the leave to the employee from the date of the termination of the employment and will forthwith pay to the employee, in addition to all other amounts due to the employee, such employee's pay, calculated in accordance with clause 7.1.5, for 4 weeks and also the employee's ordinary hours pay for any public holiday occurring during such period of 4 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee will be paid, in addition to all other amounts due an amount equal to 1/12th of such employee's pay for the period of employment calculated in accordance with clause 7.1.5.

The aforementioned annual leave entitlements, or any part thereof, will not be deemed to be, or nominated as, notice for the purpose of termination of service.

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

7.1.5 *Calculation of annual leave pay*

Annual leave pay (including any proportionate payments) will be calculated as follows:

- (a) Leading hands, etc. - Subject to clause 7.1.5(b), leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked will be included in the wages to be paid to employees during annual leave.
- (b) All employees - Subject to the clause 7.1.5(c), in no case will 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 weekend penalty rates);
 - (ii) Leading hand allowances or amounts of a like nature;
 - (iii) A further amount calculated at the rate of 17.5% of the amounts referred to in clauses 7.1.5(b)(i) and 7.1.5(b)(ii).
- (c) Clause 7.1.5(b) does not apply to the following:
 - (i) Any period or periods of annual leave exceeding 4 weeks;
 - (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 Annual leave will be taken where practicable within 6 months of becoming due. If it is not practicable to take such leave within the 6 months period, other arrangements may be made between the employer and the employee. Such other arrangements may lead to accumulation for a period not exceeding 2 years.

Provided that by agreement in writing between the employer and the employee, the accumulation period may be exceeded.

7.2 Sick leave

7.2.1 *Entitlement*

- (a) Every employee, except casuals, pieceworkers, and school based apprentices and trainees, is entitled to 60.8 hours sick leave for each completed year of their employment with their employer.
- (b) This entitlement will accrue at the rate of 7.6 hours' 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 by the employee if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave will be cumulative, but unless the employer and employee otherwise agree, no employee will be entitled to receive, and no employer will 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 the employer;
- (b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months;
- (c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

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

7.2.6 *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 1 year immediately before the employee seeks to access an entitlement under clause 7.3.2.

7.3.3 "Immediate family" includes:

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

7.3.4 *Unpaid leave*

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

7.4 Long service leave

All employees covered by this Award 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.

7.5 Family leave

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

It is to be noted that:

7.5.1 Part-time work can be performed by agreement in the circumstances specified in the Family Leave Award 2003;

7.5.2 A copy of the Family Leave Award 2003 is required to be displayed in accordance with section 697 of the Act.

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

- (a) Maternity leave
- (b) Parental leave
- (c) Adoption leave

Special responsibility leave for the care and support of the employee's immediate family or household.

7.6 Public holidays

7.6.1 Subject to clause 7.6.6 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

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

7.6.3 Annual show

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

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

7.6.4 All time worked on any of the aforesaid holidays outside the ordinary starting and ceasing times prescribed by this Award for the day of the week on which such holiday falls will 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.

7.6.5 For the purposes of clause 7.6, where the rate of wages is a weekly rate, "double time and a-half" means 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.

7.6.6 An employee may, by mutual arrangement with their employer, agree to work on any public holiday at ordinary rates, provided that an extra day will then be added to the employee's annual leave in respect of each such public holiday worked at ordinary rates.

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

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

- (a) A full-time employee is entitled to either payment for each public holidays or a substituted day's leave.
- (b) A part-time employee is entitled to either payment for each public holidays or a substituted day's leave provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.
- (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (d) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25 December) is to be paid at the rate of double time.
- (e) Nothing in clause 7.6 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

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

7.7 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

No provisions inserted in this Award relevant to this Part.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

9.1.1 Following consultation with employees, an employer may, as is appropriate, develop a training program consistent with:

- (a) the current and future skill needs of the enterprise;
- (b) the size, structure and nature of the operations of the enterprise; and
- (c) the need to develop vocational skills relevant to the enterprise and the industry and will be, where appropriate, provided through courses conducted by accredited educational institutions and providers.

9.1.2 A training program developed in accordance with clause 9.1.1 will have objectives consistent with:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employee with career opportunities through appropriate training; and
- (c) meeting the needs of an enterprise and/or the industry.

- 9.1.3 (a) Where it is agreed between the employer and an employee that training in accordance with the program developed pursuant to clause 9.1.1 should be undertaken by an employee, that training may be undertaken either on or off the job:

Provided that if the training is undertaken during ordinary working hours the employee concerned will not suffer any loss of pay.

In addition any costs, including the standard fees for prescribed courses and prescribed textbooks incurred in connection with the undertaking of such training will be reimbursed by the employer upon production of evidence of expenditure:

Provided that reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.

- (b) Travel costs incurred by an employee undertaking training in accordance with clause 9.1 which exceed those normally incurred in travelling to and from work may be reimbursed by the employer.

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

10.1 Changing rooms

A suitable changing room will be provided by the employer. Such changing room will be kept free of working materials.

10.2 Work in rain

When an employee is required to work in the rain and by so doing gets their clothes wet, such employee will be paid double rates for all work so performed. Such payment will continue until such time as the employee finishes work or is able to change into dry clothing:

Provided that clause 10.2 will not apply where the employee has been supplied with adequate rainproof clothing.

10.3 Protective clothing

10.3.1 For the purposes of clause 10.2 adequate rainproof clothing will mean oilskins, gum boots and sou-wester.

Employees who are required to distribute fertiliser or who are engaged upon poisonous spraying will, upon request be supplied with gloves, overalls, goggles and a double respirator at the employer's expense or, by mutual agreement, be paid an allowance of \$1.54 per week in lieu thereof:

Provided that, upon request, all employees will be supplied with one pair of gum boots free of cost.

Employees required to drive tractors or operate other machinery producing similar levels of noise will, upon request, be supplied, at the employer's expense, with ear muffs or other suitable protective gear mutually agreed upon.

10.3.2 The employer will provide a canopy to protect employees from the sun whenever employees are engaged upon driving tractors drawing gang-mowers.

10.3.3 Where a special type of footwear is required, an employee will, after 3 months' service with such employer, be provided with such footwear. Replacement of such footwear will be on the basis of fair wear and tear and such footwear will remain the property of the employer.

10.4 Drinking water

The employer will ensure that wherever practicable cool drinking water is readily available to employees.

10.5 First aid

A first aid cabinet will be available for employees in case of accident. Such first aid cabinet will be kept and maintained in accordance with the provisions of the *Workplace Health and Safety Act 1995* and Regulations relating to

such first aid cabinets.

10.6 Use of own vehicle

Where an employee is required to use their own motor vehicle on employer's business, the employee will be paid such allowance as will properly compensate for the use of such vehicle as may be mutually agreed upon between the employer and the employee.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry procedure

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

11.1.3 Inspection of records

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

11.1.4 Discussions with employees

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

member of the Union:

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Union Encouragement

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of a Union.

11.3.1 *Documentation to be provided by employer*

At the point of engagement, an employer to whom this Award applies will provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by the employee.

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

11.3.2 *Union Delegates*

Union delegates and job representatives have a role to play within a workplace. The existence of accredited union delegates and/or job representatives is encouraged.

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

11.3.3 *Deduction of Union Fees*

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

11.4 TUT Leave

11.4.1 (a) Upon written application by a Union Delegate or duly elected or appointed Union representative, or the Union on behalf of such employee, to an employer and giving to the employer at least one month's notice, such employee will be granted up to five working days leave (non-cumulative), each calendar year, to attend courses and/or seminars conducted or approved by the Union.

(b) Each employee on TUT Leave in accordance with clause 11.4 will be paid all ordinary time earnings which such employee would have been paid had the employee not be absent on such TUT Leave.

For the purposes of clause 11.4, ordinary time earnings will mean at the ordinary weekly rate paid to the employee exclusive of any disability allowances or penalty payment.

11.4.2 The granting of TUT Leave will be subject to the following conditions:

- (a) an employee must have at least 12 months' service with an employer prior to such leave being granted.
- (b) Clause 11.4 will not apply to an employer where less than 38 hours are worked by employees per week.
- (c) The maximum number of employees of one and the same employer attending a TUT course or seminar at the same time will be as follows:

Number of ordinary hours worked by employees of the employer per week	Number of ordinary hours leave per calendar year
380 - 1,140 hours	38
1,141 - 1,900 hours	76
1,901 - 3,800 hours	114
Over 3,800 hours	152

- (d) Where an employer has more than one place of employment in Queensland then the maximum number of employees entitled to attend a course at the same time will be 2.
- (e) Notwithstanding clauses 11.4.2(b), (c) and (d), nothing in clause 11.4 will prevent an employer from agreeing to release an employee or additional employees for TUT Leave.
- (f) The taking of TUT leave will be arranged so as to minimise any adverse affect on the employer's operation. Where an employer approaches the Union and demonstrates genuine difficulties with respect to the release of a particular employee at a particular time (including where the employer may have previously advised of its ability to release such employee) the Union will not unnecessarily press its request for the release of that employee at that time. If the matter is not amicably resolved, it will be processed in accordance with the Grievance Procedures contained in this Award.
- (g) The scope, content and level of the course will be such as to contribute to a better understanding of industrial relations, industry efficiency and workplace issues within the employer's operations.
- (h) In granting such paid leave the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- (i) Leave granted will not incur any additional payment to the extent that the course attended coincides with

any other period of paid leave pursuant to this Award.

- (j) Leave granted to attend TUT courses will not incur additional payment if such course coincides with an employee's day or days off.
- (k) The taking of TUT leave will not affect other leave granted to employees under this Award, nor will it adversely affect the employee's service for the calculation of leave entitlements.

Dated 26 July 2004.

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

Operative Date: 2 August 2004