

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

GREENKEEPING INDUSTRY AWARD - STATE 2002

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Greenkeeping Industry Award - State 2002 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 Greenkeeping Industry Award - State 2002 as at 1 January 2011.

Dated 1 March 2011.

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

GREENKEEPING INDUSTRY AWARD - STATE 2002

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Greenkeeping Industry Award - State 2002.

1.2 Arrangement

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1.3 Date of operation

This Award shall take effect from 2 September 2002.

1.4 Award coverage

This Award shall apply to greenkeepers and to all other employees associated with the preparation and/or maintenance of playing greens and their environs and to all employers of such employees throughout the State of Queensland. For the purposes of this Award "playing greens" shall be deemed to mean and include bowling greens, golf courses, cricket

and/or football grounds, croquet greens, all tennis courts whether lawn or otherwise and any other sports grounds whereat employees follow the callings covered by this Award.

This Award shall not apply to:

- employees associated with the preparation and/or maintenance of playing greens operated by employers engaged in the Gold and Metalliferous Mining or Sugar Industries, or by Welfare Committees associated therewith,
- employers and their employees bound by the Hotels, Resorts and Certain Other Licensed Premises Award - State (Excluding South-East Queensland) (It is to be noted that this Award is restricted in its operation to employers conducting a business utilising a licensed victualler's licence or a tavern licence), or
- employees covered for the time being by any other Award or Industrial Agreement.

1.5 Area of operation

For the purpose of this Award, the Divisions and Districts shall be as follows:

1.5.1 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; from that parallel of latitude due west to 147 degrees of east longitude; from that meridian of longitude due south to 22 degrees 30 minutes of south latitude; from 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; from that parallel of latitude due west to 147 degrees of east longitude; from that meridian of longitude due south to 22 degrees of south latitude; from that parallel of latitude due east to the sea coast; from the sea coast northerly to the point of commencement.

Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

1.5.2 Districts

(a) 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.

(b) 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; from that meridian of longitude due north to 25 degrees of south latitude; from that parallel of latitude due west to 147 degrees of east longitude; from that meridian of longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

1.6 Definitions

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

1.6.2 "Commission" means the Queensland Industrial Relations Commission.

1.6.3 "Industrial Organisation" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees or The Australian Workers' Union of Employees, Queensland.

1.7 Parties bound

This Award is legally binding upon the employees as prescribed in clause 1.4, their employers, the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of employees and The Australian Workers' Union of Employees, Queensland and their respective members.

PART 2 - FLEXIBILITY

2.1 Consultation

- 2.1.1 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.
- 2.1.2 At each enterprise, the employer, the employees and their relevant Industrial Organisation commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of that enterprise. Measures raised by the employer, employees or Industrial Organisation for consideration consistent with the objectives of clause 2.1.1 shall be processed through that consultative mechanism and procedures.

2.2 Enterprise flexibility

- 2.2.1 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.
- 2.2.2 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 2.2.1. Union delegates at the place of work may be involved in such discussions.
- 2.2.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedures

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 an Industrial Organisation, be reported to the relevant officer of that Industrial Organisation and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of an Industrial Organisation 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 the Commission with a view to the prompt settlement of the dispute.

- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

4.1 Contract of employment

- 4.1.1 Every employee shall be advised in writing at the time of engagement whether they are full-time, part-time or casual, their rate of pay, classification and working hours. In the case of casual employees such notification need only be supplied at the initial engagement and when that employee's employment status changes.

4.2 Part-time employment

- 4.2.1 A part-time employee is an employee who:

- (a) is engaged 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; and
- (b) is employed within the same spread of ordinary hours as a full-time employee employed in the same section of the establishment as the part-time employee; and
- (c) has reasonably predictable hours of work; and
- (d) receives, on a proportionate basis, equivalent pay and conditions to those of full-time employees.

- 4.2.2 Any variation to the work pattern will be in accordance with the methods of altering the ordinary hours of work for full-time employees as detailed in clause 6.1, unless otherwise mutually agreed.

- 4.2.3 The agreed number of ordinary hours per week may only be varied by mutual agreement. Any such agreed variation to the number of weekly hours of work will be recorded in writing.

- 4.2.4 An employer is required to roster a part-time employee for a minimum of 4 consecutive hours on any day and no more than 10 hours on any one day.

- 4.2.5 All time worked outside the spread of ordinary working hours prescribed in clause 6.1 and all time worked in excess of the hours as mutually agreed in clauses 4.2.1 and 4.2.3 will be overtime and paid for at the rates prescribed in clause 6.6

- 4.2.6 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 shall be paid for the ordinary hours the employee would have worked on that day had it not been a public holiday.

- 4.2.7 Where an employee and the employer agree in writing, part-time employment may be converted to full-time, and vice versa on a permanent basis or for a specified period of time. If such an employee transfers from full-time to part-time (or vice-versa) all accrued award and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

- 4.2.8 All other provisions of this Award relevant to full-time employees shall apply to part-time employees.

4.3 Casual employment

- 4.3.1 A casual employee is an employee engaged as such under clause 4.1.1 who is employed by the hour and who works less than 38 ordinary hours per week.

- 4.3.2 Employees engaged on a casual basis shall be paid 23% per hour in addition to the appropriate rate prescribed in clause 5.2 for the class of work which they are performing.

- 4.3.3 The minimum period of engagement of a casual employee is 2 hours.

4.4 Trainees

Trainees may be engaged under this Award in accordance with the *Order for Apprentices' and Trainees' Wages and*

4.5 Incidental and peripheral tasks

- 4.5.1 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.
- 4.5.2 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.
- 4.5.3 Any direction issued by an employer pursuant to clauses 4.5.1 and 4.5.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.6 Mixed functions

An employee who is required to perform work on any day for which a higher rate of pay is prescribed in clause 5.2 shall be paid as follows:

- (a) If more than 4 hours on any day the higher rate for the whole of such day.
- (b) If 4 hours or less then payment of the higher rate for 4 hours.

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 any 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 Industrial 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

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.

4.8.2 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.

4.8.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.8.2.

4.8.4 Annual leave shall not be used to provide the notice prescribed by clauses 4.8.2.(a) and (b) and clause 4.8.3.

4.8.5 *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.

4.9 Introduction of changes

4.9.1 *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.

4.9.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.9.1.
- (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 any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.10 Redundancy

4.10.1 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 4.10.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.10.2 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons set out 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 if the employee's employment had been terminated under clause 4.8.
- (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.

4.10.3 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 (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.10.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

4.10.4 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 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.

4.10.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.8.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.10.1(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.

4.10.7 *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.

4.10.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.10.1(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.

4.10.9 *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; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

4.10.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.10 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.

4.10.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.10.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.10.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.10.14 *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.

4.11 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

5.1.1 *Greenkeeping Employee - Level 1* is an employee who is engaged to assist in a range of general duties applicable to the maintenance and development of turf areas and surrounds. An employee will remain at this level for a maximum of 6 months.

- (a) Duties

An employee at this level:

- performs routine duties essentially of a manual nature and to the level of their training.
- works under direct supervision.
- exercises minimal judgement.

(b) Indicative tasks and/or qualifications

- assists in the general maintenance and development of turf areas and surrounds.
- labouring and operation of some machinery.

5.1.2 *Greenkeeping Employee - Level 2* is an employee who has completed structured training so as to enable the employee to perform work within the scope of this level. An employee at this level performs work above and beyond the skills of a Greenkeeping Employee - Level 1 and to the level of their training.

(a) Duties

- works under direct supervision either individually or in a team environment.
- understands and undertakes basic quality control/assurance procedures.
- understands and utilises basic statistical process control procedures.

(b) Indicative tasks and/or qualifications

- operates and/or maintains machinery.
- at a Golf Club - mark hazards, operates motorised bunker rake/slathers, etc.
- at a Sports Club - set out and mark fields for play.
- planting and maintaining trees and gardens.
- maintains simple records.
- assists in the maintenance of playing surfaces, including setting up of greens, top dressing, fertilising under supervision, seeding, turfing, coring and sprigging.

5.1.3 *Greenkeeping Employee - Level 3* is an employee who is engaged to assist and carry out, with or without direction, duties pertaining to the maintenance and development of turf areas and surrounds, and performs work above and beyond the skills of a Greenkeeping Employee - Level 2 and to the level of their training.

(a) Duties

- is responsible for the quality of their own work subject to routine supervision.
- works under routine supervision either individually or in a team environment.
- exercises discretion within their level of skills and training.

(b) Indicative tasks and/or qualifications

- assists in the training and/or supervision of employees at Levels 1 and 2.
- major non-trade maintenance of equipment.
- assists in chemical and other spraying, where required to hold an appropriate license.
- completes basic records.
- assists in the construction and installation of facilities and systems.
- operates a specialised range of machinery e.g. greens, mowers, fairway units.

5.1.4 *Greenkeeping Employee - Level 4 (Tradesperson)* is an employee who has satisfactorily attained the appropriate level of training at trade or equivalent level.

(a) Duties

- understands and applies quality control techniques.
- exercises good interpersonal and communications skills.
- performs work without supervision either individually, or in a team environment.
- performs non-trade work incidental to their work.

(b) Indicative tasks and/or qualifications

- operates and/or maintains a wide range of turf machinery and equipment.
- training and supervision of employees at Levels 1, 2 and 3, and including apprentices.
- construction of surfaces, gardens.
- installation and maintenance of irrigation and drainage systems.
- control and maintenance of stores and facilities.
- stock control, record keeping.
- plans the work programme in consultation with management.
- trades maintenance of equipment.

5.1.5 *Greenkeeping Employee - Level 5* is an employee who has satisfactorily attained the appropriate level of training at the trade or equivalent level and who carries out and/or manages greenkeeping aspects pertaining to the general maintenance and development of turf areas and surrounds.

(a) Duties

- understands and applies quality control techniques.
- exercises good interpersonal and communications skills.

capable of performing work without supervision, either individually or in a team environment.

(b) Indicative tasks and/or qualifications

- supervision and training of subordinate staff, including tradespersons.
- presentation of written and/or verbal reports, general liaison with management.
- activities requiring application of specialist skills.

5.1.6 *Greenkeeping Employee - Level 6* is an employee who is responsible for the total management of a turf area and surrounds, but does not include employees who have the right to engage and/or terminate the services of other employees.

(a) Duties

- exercises discretion within the scope of this level
- understands and implements quality control measures.
- provides trade guidance and assistance.

(b) Indicative tasks and/or qualifications

- preparation of budgets and financial reports.
- planning for the overall development of the facility in consultation with management.
- supervision and co-ordination of large numbers of subordinate staff, including development of staffing and training plans, staff counselling and assisting management in the selection of personnel.

5.2 Wages

5.2.1 The minimum rates of wages payable under this Award are as follows:

| Classification and Relativity | | Award Rate Per Week |
|--|----------|---------------------|
| | | \$ |
| Greenkeeping Employee - Level 1 (First 3 Months) | (78.0%) | 588.20 |
| Greenkeeping Employee - Level 1 (Thereafter) | (82.0%) | 604.90 |
| Greenkeeping Employee - Level 2 | (86.5%) | 623.70 |
| Greenkeeping Employee - Level 3 | (92.0%) | 646.60 |
| Greenkeeping Employee - Level 4 | (100.0%) | 682.00 |
| Greenkeeping Employee - Level 5 | (105.0%) | 702.90 |
| Greenkeeping Employee - Level 6 | (110.0%) | 723.70 |

NOTE: 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.

5.2.2 Divisional and District parities

Employees employed outside the Eastern District of the Southern Division shall be paid the following amounts in addition to the wage rates prescribed by clause 5.2.1 for the Division or District in which they are located:

| | Adults Per Hour | Adults Per Week | Juniors Per Hour | Juniors Per Week |
|-------------------------------------|--------------------|--------------------|---------------------|---------------------|
| | \$ | \$ | \$ | \$ |
| Northern Division, Eastern District | 0.0275 | 1.05 | 0.0140 | 0.53 |
| Northern Division, Western District | 0.0855 | 3.25 | 0.0430 | 1.63 |
| Mackay Division | 0.0235 | 0.90 | 0.0120 | 0.45 |
| Southern Division, Western District | 0.0275 | 1.05 | 0.0140 | 0.53 |

These amounts are payable for all purposes of this Award.

5.2 Juniors

| | Percentage Of Minimum Adult Rate |
|-----------------------|--|
| Under 16 years of age | 55% |
| Under 17 years of age | 65% |
| Under 18 years of age | 75% |
| 18 Years & thereafter | 100% |

Proportion of Juniors - One junior may be employed for every 3 adults employed, provided always that nothing in clause 5.3 shall prevent a club from employing one junior where there is one adult employed.

5.4 Allowances

5.4.1 Work in the rain

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

is able to change into dry clothing.

Clause 5.4.1 does not apply where the employee has been supplied with adequate rainproof clothing as prescribed in clause 10.1.1.

5.4.2 *Distributing fertilizer or spraying*

Employees who are required to distribute fertiliser or who are engaged upon spraying shall, 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.

5.5 **Payment of wages**

5.5.1 Wages, at the option of the employer, are to be paid either in cash, by direct deposit or by electronic funds transfer into a financial institution nominated by the employee on the same day every week, or fortnightly by agreement between the employer and an Industrial Organisation.

Except where otherwise mutually agreed between the employer and the employee, wages shall not be paid on Fridays, Saturdays or Sundays. Not more than 2 days pay may be held by the employer.

5.5.2 If paid in cash, wages shall be paid at a specified time during working hours and any employee who is not paid within 5 minutes of the time specified shall be deemed to be working during the time such employee is kept waiting.

5.6 **Superannuation**

5.6.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible employees (as defined in clause 5.6.3(b)) shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.6.

5.6.2 *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 eligible 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 5.6 shall preclude an employee from making contributions to a fund in accordance with the provisions of the trust deed of the fund.

(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 in clause 5.6.

5.6.3 *Definitions*

(a) "Approved fund" means a fund (as defined in clause 5.6.3(c)) approved for the purposes of clause 5.6 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 5.6. 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 5.6.2 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 the relevant Act and complying with the operating standards as prescribed by Regulations made under the relevant Act. 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" for the purposes of clause 5.6 means the actual ordinary time rate of pay the employee receives for ordinary hours of work including shift loading, skill allowances and leading hand allowances, where applicable. The term includes any over-award payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

5.6.4 *For the purposes of this Award, an approved fund shall be:*

- (a) Sunsuper or Club Plus.
- (b) Any named fund as is agreed to between the relevant employer/Industrial Organisations parties to this Award and as recorded in an approved Industrial Agreement.
- (c) 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 or an agreement approved by an Industrial Tribunal whether State or Federal jurisdiction which has already had practical application to the majority of award employees of that employer.
- (d) 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.
- (e) 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 this Award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.
- (f) 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 5.6.2 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 contribution.
- (g) 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 (inspection of 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" in clause 3.1.

5.6.5 *Challenge of a fund*

- (a) An eligible employee being a member or a potential member of a fund, as well as the relevant Industrial Organisation, may by notification of a dispute to the Commission challenge a fund on the grounds that it does not meet the requirements of clause 5.6.
- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.6, 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 5.6.2 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 5.6, the onus of proof shall rest upon the employer.

5.6.6 *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 5.6.4(c), (d), (e), (f) and (g) shall be determined by a majority decision of employees.
- (b) Employees who are members of an established fund covered by clause 5.6.4(f) shall have the right by majority decision to choose to have the contributions specified in clause 5.6.2 paid into a fund as provided for elsewhere in clause 5.6.4 in lieu of the established fund to which clause 5.6.4(f) has application.
- (c) The initial selection of a fund recognised in clause 5.6.4 shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under that clause where the long term performance of the fund is clearly disappointing.
- (d) Where clause 5.6.6 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.

5.6.7 *Enrolment*

- (a) Each employer to whom clause 5.6 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 5.6.4;
 - (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 form/s provided by the employer, to enable that employee to become a member of the fund; and
 - (iv) submit completed application form/s 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 5.6 shall:
- (i) complete and sign the necessary application form/s to enable that employee to become a member of that fund; and
 - (ii) return such form/s to the employer within 28 days of receipt of the application form/s in order to be entitled to the benefit of the contributions prescribed in clause 5.6.2.
- (c) Where an employer has complied with the requirements of clause 5.6.7(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 5.6.
 - (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 the 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 5.6.7(c)(iii) submit both to the

Chief Industrial Inspector, Brisbane and to the relevant Industrial Organisation a copy of each letter forwarded by the employer to the eligible employee pursuant to clauses 5.6.7(c)(i) and 5.6.7(c)(iii).

- (d) Where an employer fails to provide an eligible employee with an application form/s in accordance with clause 5.6.7(a)(iii) the employer shall be obliged to make contributions as from the date the employee became an eligible employee 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 5.6.7(c) shall apply.

5.6.8 *Unpaid contributions*

Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.6.5, 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 5.6.2 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 5.6.5, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.6 excepting that resort to clause 5.6.8 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.

5.6.9 *Exemptions*

- (a) An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.6 in the following circumstances:
- (i) Incapacity to pay the costs associated with its implementation; or
 - (ii) Any special or compelling circumstances peculiar to the business of the employer.
- (b) Clause 5.6 does not apply to the Broken Hill Proprietary Company Limited or Tubemakers of Australia Limited, or any corporation which is a related corporation (within the meaning of the Companies (Queensland Code)) of either the Broken Hill Proprietary Company Limited or Tubemakers of Australia Limited.

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

6.1 Hours of work

6.1.1 The ordinary hours of work shall be an average of 38 per week to be worked in one of the following ways:

- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
- (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (d) 152 hours within a work cycle not exceeding 28 consecutive days; or

6.1.2 The ordinary hours of work prescribed may be worked on up to any 5 consecutive days in the week, Monday to Sunday inclusive between 5.30am and 6.00pm, subject to the following:

- (a) Any arrangement of hours which includes a Sunday as ordinary hours shall be subject to agreement between the employer and the majority of employees directly involved.
- (b) In any arrangement of hours which includes a Sunday as ordinary hours, the Secretary of an Industrial Organisation shall be notified within 14 days of commencement of work under such arrangement.
- (c) Ordinary hours worked on a Sunday shall be paid at double time.
- (d) Hours arrangements other than those prescribed by clause 6.1 may be worked where a written agreement has been entered into between the relevant employer body and the Secretary of an Industrial Organisation.

6.1.3 Except as hereinafter prescribed, all employees shall be entitled to 2 consecutive days off each week which shall comprise any period of 48 consecutive hours:

Provided that the days off need not be consecutive where the employer and employee agree otherwise.

- 6.1.4 Ordinary working hours of employees are to be worked in accordance with a roster. A copy of the roster shall be exhibited in a conspicuous place easily accessible to all employees. Rostered starting times shall 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 6.1.4 has been complied with, shall be deemed overtime and paid accordingly:

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

- 6.1.5 The ordinary hours of work prescribed herein shall not exceed 10 on any day:

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

6.2 Working of a 38 hour week

- 6.2.1 The 38 hour week shall be worked in one of the following ways, most suitable to the particular enterprise, 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 rostered 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.

- 6.2.2 Subject to clause 6.1.5 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.

- 6.2.3 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, each accrued rostered day off shall be taken within 12 calendar months from the date on which that rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.

- 6.2.4 Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in the enterprise concerned.

6.3 38 hour week - procedures for enterprise level discussions

- 6.3.1 The employer and all employees directly involved in each enterprise shall consult over the most appropriate means of working a 38 hour week.

- 6.3.2 The objective of such consultation shall be to reach agreement on the method of working the 38 hour week in accordance with clause 6.2.

- 6.3.3 The outcome of such consultation shall be recorded in writing.

- 6.3.4 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 Industrial Organisation or employer organisation.

- 6.3.5 Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour week is to be worked from time to time.

- 6.3.6 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 provisions of clause 6.3.

6.4 Meal break

- 6.4.1 When an employee is employed for at least 6 hours, such employee shall be entitled to a meal break of not less than 30 minutes or more than 60 minutes, to be agreed upon between the employer and the majority of employees and to be taken between the 4th and 6th hours.

If the meal period is worked, it shall be deemed to be overtime and paid for the rate of double time with such double time payment to continue until such time as the employee finishes work or is allowed a 30 minute meal break, for which no deduction of pay shall be made.

- 6.4.2 Employees who are required to continue working for more than one and a-half hours beyond their ordinary finishing time shall be entitled to take a 30 minute paid meal break and shall be provided with an adequate meal by the employer or paid an allowance of \$12.10 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 shall be paid \$12.10 for any meal so provided.

6.5 Rest pause

6.5.1 Full-time and part-time employees

Full-time and part-time employees shall receive one rest pause of 20 minutes which shall be taken at such a time as to divide the working day into three approximately equal periods of work.

6.5.2 Casual employees

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

- 6.5.3 The rest pauses prescribed in clauses 6.5.1 and 6.5.2 shall be taken in the employer's time.

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

6.6 Overtime

- 6.6.1 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 fixed in accordance with clause 6.2.1 shall be deemed to be overtime:

Provided that where daily hours, that exceed 8 in one day, have been agreed to in accordance with clause 6.1.5, overtime will only apply when the agreed hours are exceeded. In every case overtime rates will apply after 10 hours on any day.

- 6.6.2 Overtime worked on a Monday to a Saturday shall 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.

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

- 6.6.3 All overtime worked on a Saturday or on a Sunday shall be subject to a minimum payment as for 2 hours work upon each occasion that an employee is required to attend for duty.

Such minimum payment shall not be applicable where overtime is worked continuously with ordinary working hours on a Saturday.

- 6.6.4 Where an employee is recalled from home to work overtime, the employee shall 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.

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

6.6.6 Time off in lieu of overtime

(a) Where there is written agreement between the employee and the employer, paid time off may be taken in lieu of overtime. Such time off shall be at the equivalent of the number of hours of ordinary pay that the employee would have received for such overtime.

(b) Accumulated time off in lieu shall be taken at a time mutually agreed between the employee and the employer within 12 months of such accumulation. Time off in lieu of overtime may be banked to a maximum of 38 hours at any one time.

- (c) Where there is written agreement between an Industrial Organisation and the employer such time may be banked in excess of 12 months or 38 hours.
- (d) Any accrued time off in lieu that is outstanding after 12 months (where there is not written agreement between the Industrial Organisation and the employer) or at the time of termination of employment, for any reason, by either party, shall be paid out at the employee's ordinary time rate of pay.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

- 7.1.1 Every employee (other than a casual employee) shall at the end of each year of their employment be entitled to not less than 4 weeks' annual leave on full pay.
- 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 7.1.6) 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 rate payable under clause 5.2, at that excess rate; and
 - (b) In every other case, at the ordinary time rate of pay payable under clause 5.2 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 7.1.6, for 4 weeks and also their ordinary time rate of pay for any public holiday occurring during such period of 4 weeks.
- 7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/12th of their pay for the period of their employment, calculated in accordance with clause 7.1.6.
- 7.1.5 Unless the employee shall otherwise agree, the employer shall give the employee at least 14 days' notice of the date from which such employee's annual leave shall be taken.
- 7.1.6 *Calculation of annual leave pay*

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

- (a) Subject to clause 7.1.6(b), 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 in clause 5.2 for the period of the annual leave (excluding weekend penalty rates); and
 - (ii) a further amount calculated at the rate of 17 1/2% of the amount referred to in clause 7.1.6(a)(i).
- (b) Clause 7.1.6(a) does not apply to any period or periods of annual leave exceeding:
 - (i) 4 weeks; and
 - (ii) employers who are already paying an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.2 Public holidays

- 7.2.1 Subject to clause 7.2.7 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.

7.2.2 *Labour Day*

All employees covered by this Award are 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 time rate of pay prescribed for such work with a minimum of 4 hours.

7.2.3 *Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the *Industrial 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 a 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.

7.2.4 *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 holiday or a substituted day's leave.
- (b) A part-time employee is entitled to either payment for each public holiday 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. 25th December) is to be paid at the rate of double time.
- (e) Nothing in clause 7.2.4 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

7.2.5 *Double time and a-half*

For the purposes of clause 7.2 "double time and a-half" means one and a-half day's wages in addition to the employee's ordinary time rate of pay or *pro rata* if there is more or less than a day.

7.2.6 *Stand down*

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, shall 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.

7.2.7 *Substitution*

Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of double time and a-half at the employees' ordinary time rate of pay.

7.2.8 All time worked on any of the holidays prescribed in clauses 7.2.1, 7.2.2 and 7.2.3 outside the ordinary starting and ceasing times prescribed by clause 6.1 for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by clause 6.6 for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

7.3 Sick leave

7.3.1 Entitlement

- (a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer:

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

- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave for each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the number of hours which would have been worked by the employee if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

7.3.2 Employee must give notice

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

7.3.3 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.

7.3.4 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.

7.3.5 Workers' compensation

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

7.4 Family leave

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

7.4.1 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.

7.4.2 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.

7.5 Bereavement leave

7.5.1 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.

7.5.2 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 7.5.2.

7.5.3 "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.

7.5.4 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.

7.6 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.

7.7 Jury service

An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

"Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

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

8.1 Use of own vehicle

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

employer and the employee.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Commitment to 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;
- (c) the need to develop vocational skills relevant to the enterprise and the industry which 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 employees with career opportunities through appropriate training; and
- (c) meeting the needs of an enterprise and/or the industry.

9.1.3 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.

- (a) if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay.
- (b) any costs, including the standard fees for prescribed courses and prescribed textbooks, incurred in connection with the undertaking of such training shall be reimbursed by the employer upon production of evidence of expenditure.
- (c) reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.
- (d) travel costs incurred by an employee undertaking training in accordance with clause 9.1.3 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 Protective clothing

10.1.1 For the purposes of clause 5.4.1 - Work in the rain, adequate rainproof clothing shall mean oilskins, gum boots and sou-wester.

10.1.2 Employees who are required to distribute fertiliser or who are engaged upon spraying shall, upon request, be supplied with gloves, overalls, goggles and a double respirator at the employer's expense or, by mutual agreement, be paid the allowance prescribed in clause 5.4.2.

Upon request, all employees shall be supplied with one pair of gum boots free of cost.

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

10.2 Sunshades

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

10.3 Footwear

Where a special type of footwear is required, an employee shall, after 3 months' service with their employer, be provided with such footwear. Such employee shall be entitled to the issue of no less than 2 pairs of footwear per year, other than sandshoes, and such footwear shall remain the property of the employer.

10.4 Drinking water

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

10.5 First aid

A first aid cabinet shall be available for employees in case of accident. Such first aid cabinet shall 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 Changing rooms

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

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 Industrial Organisation 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 relevant Industrial Organisation.

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 relevant Industrial Organisation; 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 relevant Industrial Organisation:

- (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 relevant Industrial Organisation, 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

Preamble

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 an Industrial Organisation.

11.3.1 *Documentation to be provided by employer*

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

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

11.3.2 *Union delegates*

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

11.3.3 *Deduction of union fees*

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

11.4 Award posting

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

11.5 Trade union training leave

11.5.1 Upon written application by a union delegate or duly elected or appointed union representative, or the relevant Industrial Organisation on behalf of such employee, to an employer and giving to the employer at least one month's notice, such employee shall be granted up to 5 working days' leave (non-cumulative) each calendar year to attend courses and/or seminars conducted or approved by the Union.

11.5.2 Each employee on leave shall be paid all ordinary time earnings which such employee would have been paid had the employee not be absent on such leave.

11.5.3 For the purposes of clause 11.5, "ordinary time earnings" shall mean the ordinary weekly rate of pay payable to the employee exclusive of any disability allowances or penalty payments.

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

- (a) an employee must have at least 12 months service with an employer prior to such leave being granted.
- (b) Clause 11.5 shall not apply to an employer where less than 380 hours are worked by employees per week.
- (c) The maximum number of employees of one and the same employer attending a course or seminar at the same time will be as follows:

| No. Of Ordinary Hours Worked By Employees Per Week | No. Of Ordinary Hours Leave Per Calendar Year |
|---|--|
| 380 - 1900 | 38 |
| 1901 - 3800 | 76 |
| 3801 and Over | 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 shall be two. This shall not prevent an employer from agreeing to release additional employees.
- (e) The granting of such leave shall be subject to the convenience of the employer so that the operations of the enterprise will not be adversely affected.
- (f) Where an employer approaches the relevant Industrial Organisation and demonstrates genuine difficulties

with respect to the release of a particular union delegate or representative at a particular time (including where the employer might have previously advised of its ability to release such union delegate or representative) the Industrial Organisation will not unreasonably press its request for the release of that delegate/representative at that time. If the matter is not amicably resolved, it shall be processed in accordance with the grievance and dispute settling procedure contained in clause 3.1.

- 11.5.5 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 by the employer to cover the absence of the employee.
- 11.5.6 Leave granted to attend such training courses will not incur any additional payment or alternate time off if such course coincides with an employee's rostered day off or with any other concessional leave.
- 11.5.7 Such paid leave will not affect other leave granted to employees under this Award.
- 11.5.8 On completion of the course the employee shall, upon request, provide to the employer proof of their attendance at the course. Except in the case of sick leave or authorised leave, non-attendance at a training course will result in the employee not being paid for such time.

Dated 13 August 2002.

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

Operative Date: 7 October 2002