

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**METROPOLITAN RACE CLUBS MAINTENANCE
EMPLOYEES' AWARD - BRISBANE AND IPSWICH 2003**

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Metropolitan Race Clubs Maintenance Employees' Award - Brisbane and Ipswich 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Metropolitan Race Clubs Maintenance Employees' Award - Brisbane and Ipswich 2003 as at 1 September 2010.

Dated 1 November 2010.

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

**METROPOLITAN RACE CLUBS MAINTENANCE
EMPLOYEES' AWARD - BRISBANE AND IPSWICH 2003**

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Metropolitan Race Clubs Maintenance Employees' Award - Brisbane and Ipswich 2003.

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1.3 Date of operation

This Award takes effect from 14 July 2003.

1.4 Award coverage

This Award applies to the Queensland Turf Club at Eagle Farm Racecourse, the Brisbane Amateur Turf Club at Doomben Racecourse, Albion Park Racecourse and Deagon Race Track and the Ipswich Amateur Turf Club at the Bundamba Racecourse and the employees of the aforementioned Race Clubs who are employed in or in connection with or incidental to the maintenance operations of the said Race Clubs.

1.5 Definitions

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

1.5.2 "Commission" means the Queensland Industrial Relations Commission.

1.5.3 "Union" means the Unions listed in clause 1.6.

1.6 Parties bound

1.6.1 This Award is legally binding upon the employees as prescribed by clause 1.4 and their employers, and:

- (a) The Australian Workers' Union of Employees, Queensland; in so far as classifications Grade II (iv) (v); Grade III (1); Grade IV (i) (ii);
- (b) The Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland; in so far as classifications Grade I (v); (vi);
- (c) The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland in so far as classifications Grade I (i); (ii); (iv);
- (d) Australian Building Construction Employees and Builders' Labourers' Federation (Queensland Branch) Union of Employees;
- (e) The Electrical Trades Union of Employees of Australia, Queensland Branch; in so far as classifications Grade I (iii);
- (f) The Plumbers and Gasfitters' Employees' Union of Australia, Queensland Branch, Union of Employees; in so far as classifications Grade I (vii);
- (g) Federated Engine Drivers' and Firemens' Association of Australasia Queensland Branch, Union of Employees; in so far as classifications Grade II (ii);
- (h) Transport Workers' Union of Australia, Union of Employees (Queensland Branch) in so far as classifications Grade II (i)

and those Unions' members:

Provided that in the case of employees employed in the classification of Grade II (iii) the Union shall be the Union representing the trade in which the employee is assisting.

1.7 Savings

- 1.7.1 No employee will have their remuneration or conditions of employment reduced because of this new Award and no accrued entitlement or incurred obligation is to be altered by the supersession of the previous Award.
- 1.7.2 Similarly no employer is under any new right or responsibility other than those arising from decisions emanating from Case B1733 of 1999 of the Commission in that matter.
- 1.7.3 Outside of those parameters any changes in previous Award benefits or obligations are intended to occur only as a result of arbitration or consent of the Award parties reached during negotiations in formulating the reviewed Award.
- 1.7.4 Should any anomalies or omissions result in the technical process of redrafting, reformatting and cross referencing Award provisions under section 130 of the Act the parties will meet to resolve any unintended consequences and may bring the matter to the Commission for determination.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

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

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

4.1 Employment categories

- 4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment. Employment categories are:
 - (a) Full-time;
 - (b) Part-time (as prescribed in clause 4.2); and
 - (c) Casual (as prescribed in clause 4.3).

4.2 Part-time employment

- 4.2.1 Part-time employees may be engaged on the following terms:
 - (a) A part-time employee means a weekly employee who is engaged to work on pre-determined days of the week for a regular number of hours, being more than 10 but less than 38 hours per week. Except as

hereinafter provided, all conditions provided for permanent full-time employees shall apply to part-time employees.

- (b) Part-time employees shall be paid an hourly rate equal to 1/38th of the weekly rate prescribed by this Award for the classification under which they are engaged.
- (c) A part-time employee who works in excess of the ordinary daily or weekly hours shall be paid overtime in accordance with clause 6.4 (Overtime).
- (d) Part-time employees shall be entitled to receive *pro rata* entitlements to annual leave, public holidays, sick leave, bereavement leave and long service leave, in accordance with the provisions contained in this Award.

4.3 Casual employment

4.3.1 "Casual" means an employee who is engaged by the hour and who is employed for less than 38 hours in any one week. An employee who has been engaged as a permanent employee shall not be engaged as a casual. A casual employee shall not perform work that would normally be performed by a permanent employee if a permanent employee is ready, willing and available to perform such work.

4.3.2 *Casual rate* - Casual workers shall be paid an hourly rate by calculating 1/38th of the prescribed weekly rate for the class of work performed and adding 23%.

4.4 Trainees

4.4.1 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)*.

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 (where relevant).

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 Anti-discrimination

4.6.1 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 varied 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.

4.6.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.6.3 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.

4.6.4 Nothing in clause 4.6 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.

4.7 Termination of employment

4.7.1 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.

4.7.2 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.

4.7.3 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 4.7.2. Annual leave shall not be used to provide the notice prescribed in clauses 4.7.2 and 4.7.3.

4.7.4 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.

4.8 Introduction of changes

4.8.1 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.

4.8.2 *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 4.8.1.
- (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.

4.9 **Redundancy**

4.9.1 *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 4.9.1(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.

4.9.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.9.1 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 4.7.
- (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.

4.9.3 *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 transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.9.3, '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.

4.9.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.9.1, 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.

4.9.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.9.1, 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.

4.9.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.7.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.9.1(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.

4.9.7 *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.

4.9.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.9.1(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.

4.9.9 *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.

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

Clause 4.9 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.

4.9.11 *Employees exempted*

Clause 4.9 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.

4.9.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.9 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.

4.9.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.9.6 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 4.9.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.9.14 *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.

4.10 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 Definition of classifications

5.1.1. "Head Gardener" means an employee who has been appointed as such by the employer and who is the senior gardener. By being appointed head gardener such employee does not lose their entitlement to leading hand rates should such an employee have control of other gardeners.

5.1.2 "Gardener" means an employee performing work or maintenance work on trees, shrubs, flowering plants, etc, trimming hedges, pruning and planting of beds, preparation of sprays, and the use thereof and laying out of lawns.

5.1.3 "A leading hand plumber" means a qualified plumber who has control of one or more employees. Where the employer is not a licensed plumber the plumber in charge of the work shall be deemed to be a leading hand plumber.

5.1.4 In respect of any classification operating in this Award for which a definition is not contained in clause 5.1.5, the explanation of such classification shall be regarded as being satisfied by the respective definition relating to that classification as may be found in any one of the following Awards:

Building Products, Manufacture and Minor Maintenance Award - State 2003
Transport Distribution and Courier Industry Award - Southern Division
Engineering Award - State 2002
Local Government Employees (Excluding Brisbane City Council) Award - State.

5.1.5 Furthermore, where such a classification as may be defined in one or another of the abovementioned Award is affected by a decision of the Commission in terms of:

- (a) a change in definition; and/or
- (b) a change in work value reflected in the relative wage rates of classifications in that particular Award; and/or
- (c) is superseded or complemented by another classification which is defined,

such changes may be incorporated in this Award, or read to be incorporated in this Award, provided that the relevance of such changes to work performed in the Turf Clubs is agreed to by both the employers and the Union concerned.

5.2 Wage rates

5.2.1 The minimum rates of wages payable to the following classes of employees shall be:

The classification structure expresses the Award rate payable, being the combination of the minimum classification rate and the supplementary payment which includes the first, and second and third \$8 safety net adjustments. The Award rate includes all increases and adjustments arising as a result of the Second Tier, 1st and 2nd structural efficiency payment and Structural Efficiency Adjustment.

| | Award Rate Per Week |
|-----------------------------|---------------------|
| | \$ |
| (a) Grade I | |
| Viz: | |
| (i) Carpenters | |
| (ii) Signwriters | |
| (iii) Electricians | |
| (iv) Painters | |
| (v) Motor mechanics | |
| (vi) Welders | |
| (vii) Plumbers and drainers | 702.60 |
| (b) Grade II | |
| Viz: | |

| | | Award Rate Per Week |
|-----|---|---------------------|
| | | \$ |
| | (i) Truck drivers | |
| | (ii) Tractor drivers | |
| | (iii) Tradespersons' assistants | |
| | (iv) Head gardeners | |
| | (v) Propogators | 688.00 |
| | | |
| (c) | Grade III Viz: | |
| | (i) Gardener (as defined) | |
| | (A) 2 years' service or more with the one employer | 665.10 |
| | (B) less than 2 years' service with the one employer | 658.20 |
| | | |
| (d) | Grade IV Viz: | |
| | (i) Racecourse Maintenance employees | |
| | (ii) Gardener's Assistants and all other employees not elsewhere classified | |
| | (iii) | |
| | (A) 2 years' service or more with the one employer | 650.30 |
| | (B) less than 2 years' service with the one employer | 643.50 |

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.

5.3 Allowances

5.3.1 All employees handling starting stalls shall be paid a special allowance at the rate of \$4.856 per hour in addition to all other payment otherwise due.

5.3.2 Employees who are appointed by the employer as leading hands shall be paid the following amounts in addition to their ordinary rates of wages:

| | Per Week |
|---------------------------|----------|
| | \$ |
| In charge of less than 10 | 28.00 |
| In charge of over 10 | 42.20 |

5.3.3 In addition to all other amounts set out herein all employees shall be paid an allowance of \$16.70 per week, such payment shall be in compensation for all disabilities associated with work at racecourses.

Such additional payment shall be taken into consideration for all purposes of this Award.

5.3.4 Employees engaged in handling charcoal used in refrigerating chambers, cleaning covered drains, cleaning septic tanks, shall be paid at the rate of time and a-quarter.

5.3.5 Tool allowance

The following amounts shall be paid weekly as a tool allowance to the various trades listed below:

Per week
\$

| | |
|-----------------|-------|
| Group A - | |
| Carpenters | 16.50 |
| Plumbers | 16.50 |
| Signwriters | 4.10 |
| Painters | 4.10 |
| Drainers | 4.10 |
| Group B - | |
| Electricians | 10.80 |
| Group C - | |
| Motor Mechanics | 10.80 |
| Welders | 8.10 |

The aforementioned allowances shall not be devisable.

5.3.6 *Work in the rain*

Suitable waterproof clothing shall be supplied by the employer to the employees who are required to work in the rain. Such clothing shall be provided at no cost to the employee.

If such employee whilst wearing such suitable waterproof clothing, nevertheless gets their clothes beneath such waterproof clothing wet, or is required to work in the rain for safety reasons, the employee shall be paid double rates for all time so performed.

In the event of disagreement at work level on any claim under clause 3.1 management undertakes to have immediate discussions with the parties involved, upon the issue being raised.

5.3.7 *First aid*

A first aid outfit shall be provided by the employer at each course where this Award applies.

Where an employer appoints an employee who holds a first aid certificate, as a first aid attendant, an additional \$9.10 per week in which an employee works 3 days or more shall be paid to such employee.

5.4 Payment of wages

5.4.1 All wages shall be paid in the employer's time and shall be paid no later than Thursday.

5.4.2 With the agreement of the majority of employees concerned, the pay day may be altered.

5.4.3 An employee who has to wait after ordinary ceasing time on pay day to receive wages shall be paid at double time for all time the employee is kept waiting to be paid. This payment shall not apply where such delay is caused by circumstances beyond the employer's control.

5.4.4 *Electronic Funds Transfer (EFT)* - Payment of wages by electronic funds transfer will be introduced where practicable by mutual agreement on the following basis:

- (a) Management will initiate discussions to allow employees choice in choosing type of account and financial institution into which the employees' wages will be paid;
- (b) The introduction of EFT will be on the basis that wages will be transferred into an employee nominated account in sufficient time to ensure that such wages are available for use on the employees' ordinary pay day;
- (c) All costs and charges associated with the introduction of EFT will be met by the employer;
- (d) Payment other than by EFT shall be by mutual agreement where circumstances dictate.

5.5 Superannuation

5.5.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible employees, as defined herein, shall be entitled to Occupational Superannuation Benefits, subject to the provisions of clause 5.5.

5.5.2 *Contributions*

- (a) Amount - As from 1 January 2005 every employer shall contribute on behalf of each eligible employee an amount calculated at 9% of the employee's ordinary time earnings, into an approved fund, as defined in this clause. Each such payment of contributions shall be rounded off to the nearest ten (10) cents:

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

- (b) Regular payment - The employer shall pay such contributions to the credit of each such employee at least once each calendar month or in accordance with the requirements of the approved fund trust deed.
- (c) Minimum level of earnings - As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employee's ordinary time earnings, as defined, is less than \$450.00.
- (d) Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.
- (e) Other contributions - Nothing in clause 5.5 shall preclude an employee from making contributions to a fund in accordance with the provisions 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 5.5.

5.5.3 Definitions

- (a) "Approved fund" means a fund approved for the purposes of clause 5.5 by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by clause 5.5. Such approved fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible employee" means any employee who has been employed by the employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 5.5.2 effective from the commencement of that qualifying period.
- (c) "Fund" means a superannuation fund as defined in the Commonwealth legislation for occupational superannuation funds and satisfying the superannuation fund conditions in relation to a year of income, as specified in that Act and complying with the operating standards as prescribed by Regulations made under that 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" means the actual ordinary rate of pay the employee receives for ordinary hours of work including shift loading and leading hand, in-charge or supervisory allowances where applicable. The term includes any 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.

5.5.4 For the purposes of this Award, an approved fund means:

- (a) Sunsuper.
- (b) Any named fund as is agreed to between the relevant employer/Unions 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 of, or an Agreement approved by, an Industrial Tribunal, whether State or Federal jurisdiction, and already has practical application to the majority of Award employees of that employer.
- (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 an Award would be in conflict with the conscientious beliefs of that employee in terms of section 115.
- (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 5.5.2 on behalf of at least a significant number of that employer's employees covered by this Award as at 29 September 1989 and continues to make such contributions.
- (g) The making of a deposit, an initial or other contributions subsequent to 29 September 1989, but on a retrospective basis, in respect of any period up to and including 29 September 1989, shall not under any circumstances bring a fund within the meaning of clause 5.5. The mere signing and submission of any nomination for membership documents to trustees of a fund prior to 29 September 1989 does not bring a fund within the meaning of clause 5.5.

5.5.5 *Challenge of a fund*

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

5.5.6 *Fund selection*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clause 5.5.4 (c), (d), (e) and (f), shall be determined by a majority decision of employees.
- (b) Employees to whom these provisions apply who as at the date of this variation are members of an established fund covered by clause 5.5.4(f) shall have the right by majority decision to choose to have the contributions specified in clause 5.5.2 paid into a Fund as provided for elsewhere in clause 5.5.4 in lieu of the established fund to which clause 5.5.4(f) has application.
- (c) The initial selection of a fund recognised in clause 5.5.4 shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under that clause 5.5.4 where the long term performance of the fund is clearly disappointing.

Where clause 5.5.6 has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation.

5.5.7 *Enrolment*

- (a) Each employer to whom clause 5.5 applies shall as soon as practicable as to both current and future eligible employees:
 - (i) notify each employee of the employee entitlement to occupational superannuation;
 - (ii) consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 5.5.4;
 - (iii) take all reasonable steps to ensure that upon the determination of an appropriate fund each eligible employee, receives, completes, signs and returns the necessary application forms provided by the employer to enable that employee to become a member of the fund; and
 - (iv) submit all completed application forms and any other relevant material to the trustees of the fund.
- (b) Each employee upon becoming eligible to become a member of a Fund determined in accordance with clause 5.5 shall:
 - (i) complete and sign the necessary application forms to enable that employee to become a member of that fund; and

- (ii) return such forms to the employer within 28 days of receipt in order to be entitled to the benefit of the contributions prescribed in clause 5.5.2.
- (c) Where an employer has complied with the requirements of clause 5.5.7(a) and an eligible employee fails to complete, sign and return the application form within 28 days of the receipt by the employee of that form/s then that employer shall:
 - (i) Advise an eligible employee in writing of the non-receipt of the application form and further advise the eligible employee that continuing failure to complete, sign and return such form within 14 days could jeopardise the employees entitlement to the occupational superannuation benefit prescribed by clause 5.5.
 - (ii) In the event that an eligible employee fails to complete, sign and return such application form within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which completed and signed application form is received by the employer.
 - (iii) In the event that an eligible employee fails to return a completed and signed application form 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 is a pre-requisite to the payment of any occupational superannuation contributions.
 - (iv) At the same time as advising the eligible employee pursuant to clause 5.5.7 (c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the relevant Union a copy of each letter forwarded by the employer to the eligible employee pursuant to clause 5.5.7(c) (i) and (iii).
 - (v) Where an employer fails to provide an eligible employee with an application form in accordance with clause 5.5.7 (a)(iii) he shall be obliged to make contributions as from the date of operation of clause 5.5.7 or from the date an employee became an "eligible employee" if that occurs thereafter provided that an eligible employee completes, signs and returns to the employer an application form within 28 days of being provided with the application form by the employer. Where an eligible employee fails to complete, sign and return an application form within such period of 28 days the provisions of clause 5.5.7(c) shall apply.

5.5.8 *Unpaid contributions*

Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.5.5, where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.5.2 in respect of any eligible employee such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission under clause 5.5.4, had they been paid on the due dates.

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

5.5.9 *Exemptions*

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

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

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

6.1 Hours of work

6.1.1 *Day worker*

- (a) Subject to clause 6.1.2 (Working of a 38 hour week), and subject to the exceptions hereinafter provided, the ordinary hours of work shall 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 5 consecutive days; or

- (ii) 76 hours within a work cycle not exceeding 10 consecutive days; or
 - (iii) 114 hours within a work cycle not exceeding 15 consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding 20 consecutive days.
- (b) The ordinary working hours of all employees shall be worked continuously, except for meal breaks and rest pauses, Monday to Friday inclusive to be worked between the hours of 7.00 a.m. and 7.00 p.m:

Provided that the ordinary working hours of an employee undertaking work classified in Grade IV clause 5.2.1 involving a requirement to open up the race course in preparation for early morning track work and to undertake duties associated therewith may be commenced prior to 7.00 a.m. Any such ordinary hours worked prior to 7.00 a.m. shall be paid for at 25% in addition to the ordinary rate.

- (c) The ordinary starting and finishing times of various groups of employees or individual employees, may be staggered, provided that there is agreement between the employer and the majority of employees concerned.
- (d) The ordinary hours of work prescribed herein shall not exceed 10 hours on any day. Where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the written agreement of the employer and the majority of employees concerned.

A copy of the written agreement shall be given to each employee at the time of agreement.

- (e) Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time.

6.2 Meal breaks

6.2.1 Employees shall be entitled to a meal break of not less than one-half hour and not more than one hour for a meal to be taken between the fourth and sixth hour from the commencement of work. The duration of the meal break having been determined as the recognised meal break in accordance with clause 6.2.1 may only be altered with the expressed approval of the employee to a proposed change, or, by the giving of one week's notice to the employee concerned.

6.2.2 Where an employee is required to work for more than one hour on any one day before the employee's ordinary starting or ceasing time, the employee shall be allowed a break of one-half hour for a meal before overtime work is commenced and shall be paid the sum of \$9.60 extra as meal money in addition to overtime rates. If the employee works more than 4 hours overtime the employee shall be allowed another break of half an hour and a further allowance of \$9.60 for a meal.

6.2.3 All work done during the recognised meal period shall be paid for at the rate of double time, such payment shall continue until a meal period has commenced. Such meal period shall be of the usual duration.

6.2.4 An employee whose ordinary working hours are worked on Monday to Friday inclusive shall, if the employee elects or is required to work on Saturday and/or Sunday be entitled to:

- (a) A break of the usual duration to be taken at a time so as not to interfere with the continuity of work where continuity is necessary. Such meal break shall be taken no later than 6 hours after having commenced work.
- (b) Where such employee is required to work on any such day for more than one hour beyond 8 hours from the time of commencement of work that employee shall be allowed a break of one-half hour for a meal before that work of more than one hour is commenced and shall be paid the sum of \$9.60 extra as tea money in addition to overtime rates. Should the employer provide a meal of satisfactory standard to the employee, the employee shall not be entitled to the \$9.60 meal money.

For the purpose of clause 6.5.4 the time of commencement of work for that Saturday or Sunday shall be as determined by the employer for the day.

6.3 Rest pauses

6.3.1 Where practicable every employee covered by this Award shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of the working day. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.

6.3.2 Where there is agreement between the employer and the majority of employees concerned the rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into 3 approximately equal working periods.

6.3.3 Consent to combine the rest pauses shall not be unreasonably withheld by either party.

6.4 Overtime

6.4.1 All time worked by employees covered by this Award before the fixed starting time or after the fixed ceasing time or in excess of the daily or weekly hours shall be deemed overtime.

6.4.2 All overtime worked Monday to Friday shall be paid for at the rate of time and-half for the first 3 hours and double time thereafter.

6.4.3 Those employees who would normally be covered by the provisions of the Building Products, Manufacture and Minor Maintenance Award - State 2003 shall be entitled to be paid overtime at double rates after 2 hours worked.

6.4.4 Where an employee works overtime on a Saturday other than Easter Saturday, payment shall be a minimum of 3 hours at overtime rates as expressed in clause 6.4.1.

6.4.5 All work done by an employee on Easter Saturday shall be paid for at the rate of double time and a-half with a minimum payment of 4 hours.

6.4.6 All work done on Sundays shall be paid for at the rate of double time with a minimum payment of 4 hours.

6.4.7 A day work employee who works so much overtime between the termination of the employee's ordinary work on the one day and the commencement of the employee's ordinary work on the next day that the employee has not at least 10 consecutive hours off duty between those times shall, subject to clause 6.4.7, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the employer, such an employee resumes or continues work without having had such 10 consecutive hours off duty the employee shall be paid double rates until released from duty for such period, and the employee shall then be entitled to be absent until the employee has had 10 consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence.

6.4.8 Except where overtime involves work on a race day the working of overtime shall not be a condition of employment and that where overtime work is necessary on a non race day it shall be worked on the express consent of the employee.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Every employee (other than a casual employee) covered by this Award shall at the end of each year of such employee's employment, be entitled to annual leave on full pay as set out hereunder.

7.1.2 The accrual rate for annual leave shall be 152 hours per annum for day workers.

7.1.3 Leave debits

Leave debits will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

7.1.4 Rostered day off arising from the implementation of the 38 hour week

An employee shall not derive any additional benefit for rostered days off falling within a period of annual leave.

7.1.5 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.8) shall be paid for by the employer in advance:

(a) in the case of any and every employee in receipt immediately prior to that leave of ordinary pay at the 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.

7.1.6 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 termination of the employment, and shall forthwith pay to the employee in addition to all other amounts due to the employee, the employee's pay

calculated in accordance with clause 7.1.8 for 152 hours and also his ordinary pay for any public holiday occurring during such period of 152 hours.

7.1.7 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due to the employee, an amount equal to 1/12th of the employee's pay for the period of employment, calculated in accordance with clause 7.1.8.

7.1.8 *Calculation of annual leave pay*

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

(a) Leading hands etc - Subject to clause 7.1.8(b), leading hand allowance and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.

(b) All employees - Subject to the provisions of clause 7.1.8 in no case shall the payment by an employer to an employee be less than the sum of the following amounts:

(i) The employee's ordinary wage rate as prescribed by the Award for the period of the annual leave.

(ii) Leading hand allowance or amounts of a like nature.

(iii) A further amount calculated at the rate of 17 1/2% of the amounts referred to in clause 7.1.8(b)(i) and (ii).

(c) The provisions of clause 7.1.8(b) shall not apply to the following:

(i) 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.

7.1.9 If the employee and the employer so agree, the annual leave may be taken wholly or partly in advance before the employee has become entitled to the annual leave. Where the annual leave or any part thereof has been taken before the right to the annual leave has accrued the right to a further annual leave shall not commence to accrue until after the expiration of the year of employment in respect of which the annual leave or part has been taken.

7.1.10 Reasonable notice shall be given to each employee of such annual leave becoming due.

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

7.1.12 The annual leave may be given and taken in one or 2 continuous periods. If the annual leave is given in 2 continuous periods, then one of those 2 periods must be of at least 21 consecutive days, including nonworking days. If the employer and an employee so agree, annual leave entitlement may be given and taken in 2 separate periods, neither of which is at least 21 consecutive days, including nonworking days, or in 3 separate periods.

7.1.13 An employee may, with the consent of the employer, take a short-term annual leave, not exceeding 4 days in a calendar year, at a time or times separate from any of the periods determined in accordance with clause 7.1.

7.2 Sick leave

7.2.1 In respect of employment on and after 14 January 1991, every employee shall become entitled to not less than 76 hours' sick leave for each completed year of employment with the employer.

7.2.2 Any completed period of employment of less than one year with an employer after that date, an employee shall become entitled to 7.6 hours' sick leave for each one month of such period.

7.2.3 Every employee absent from work through illness on the production of a certificate from a duly qualified medical practitioner specifying the nature of the illness of the employee and the period or approximate period during which the employee will be unable to work, or of other evidence of illness to the satisfaction of the employer, and subject to having promptly notified the employer of the illness and of the approximate period aforesaid shall, subject as herein provided, be entitled to payment in full for all time the employee is so absent from work.

It shall not be necessary for an employee to produce such a certificate if absence from work on account of illness does not exceed 2 days.

7.2.4 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 760 hours absence from work through illness in any one year.

7.2.5 *Continuity of employment*

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

(i) Absence from work on leave granted by the employer;

(ii) The employee having been dismissed or stood down by the employer, or the employee having terminated the employee's employment with the employer, for any period not exceeding 3 months:

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

(b) The period during which the employment of the employee with the employer shall have been interrupted or determined in any of the circumstances mentioned in clause 7.2.5(a)(i) shall not be taken into account in calculating the period of employment of the employee with the employer.

7.3 Bereavement leave

7.3.1 *Full-time and part-time employees*

Full-time and part-time employees shall, on the death of a member of their immediate family or household in Australia, be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

7.3.2 *Long-term casual employees*

(a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.

(b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 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.

7.3.5 Provided an employee shall be entitled to a maximum of 3 days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of persons as described herein, and where such employee travels outside of Australia to attend the funeral.

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 apply to and are deemed to form part of this Award.

7.5.1 It is to be noted that:

(a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;

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

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

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

7.6 Public holidays

7.6.1 An employee who would ordinarily be required to work on a day on which a public holiday falls is entitled to full pay for the time the employee would ordinarily have been required to perform work on that day.

7.6.2 Subject to clause 7.6.7 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.

7.6.3 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.

7.6.4 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.

7.6.5 Double time and a-half

For the purposes of clause 7.6 "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.

7.6.6 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.

7.6.7 Substitution

Where there is agreement between the employer and the majority of employees concerned and subject to statutory limitations, 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.

7.6.8 No deduction shall be made from the wages of any weekly hand for any holiday not worked.

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 Workplace training committee

9.1.1 The parties to this Award recognise that in order to increase the efficiency, productivity and competitiveness of the industry covered by this Award, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training to acquire additional skills required at the enterprise; and
- (c) removing barriers to the utilisation of skills acquired.

9.1.2 Following proper consultation in accordance with clause 9.1 a training committee, an employer shall 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 through courses conducted by accredited educational institutions and providers.

9.1.3 Where it is agreed a training committee be established that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:

- (a) formulation of a training program and availability of training courses and career opportunities to employees;
- (b) dissemination of information on the training program and availability of training courses and career opportunities to employees;
- (c) the recommending of individual employees for training and reclassification; and
- (d) monitoring and advising management and employees on the on-going effectiveness of the training.

9.1.4 Where, as a result of consultation through a training committee and with the employee concerned, it is agreed that the additional training in accordance with the program developed pursuant to clause 9.1.2 should be undertaken by an employee, that training may be undertaken either on or off the job. If the training is undertaken during ordinary working hours the employee concerned should not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.

9.1.5 Any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.

9.1.6 Travel costs incurred by an employee undertaking in accordance with clause 9.1.4 which exceed those normally incurred travelling to and from work shall be reimbursed by the employer.

9.1.7 Any disputes arising in relation to clauses 9.1.2 and 9.1.3 shall be subject to the provisions of clause 3.1.

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

10.1 Work and protective clothing

10.1.1 All employees covered by this Award shall be paid an allowance of \$6.80 per week, such payment shall be made as compensation for employees providing their own work clothes and the necessary laundering thereof.

10.1.2 Those employees who are required to perform work that requires protective clothing shall be provided with such protective clothing by the employer at no cost to 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 an organisation of employees that has the right to represent the industrial interests of the employees concerned.

11.3.1 Documentation to be provided by employer

At the point of engagement, an employer to whom this Award applies 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

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 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 Posting of Award

11.4.1 A copy of this Award shall be exhibited in a conspicuous and convenient place on the premises of the employer.

Dated 22 May 2003.

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

Operative Date: 14 July 2003