

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

MOTOR DRIVERS, ETC., AWARD - SOUTHERN DIVISION 2003

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Motor Drivers, Etc., Award - Southern Division 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 Motor Drivers, Etc., Award - Southern Division 2003 as at 1 September 2010.

Dated 1 November 2010.

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

MOTOR DRIVERS, ETC., AWARD - SOUTHERN DIVISION 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Motor Drivers, Etc., Award - Southern Division 2003.

1.2 Arrangement

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1.3 Application of Award

The conditions and rates of wages hereinafter set out apply to all persons engaged in or in connection with the calling of drivers of motor vehicles, conductors, yardpersons, cleaners, greasers, and Supervisors engaged in the transport of passengers and/or persons by road (excepting employees of the Brisbane City Council employed on buses and tramways, drivers of privately-owned Motor Cars used for domestic purposes only, and excepting also employees of the Crown other than those driving passenger carrying motor vehicles with a carrying capacity of over 6 seated persons, who are not employed under, and covered by, the terms, rates of pay, and conditions of any other award), within the following divisions of the State:

1.3.1 *Southern Division* - All that part of the State south of a line commencing at the junction of the sea-coast with 22 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that

meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.

1.3.2 *Eastern District* - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to 22 degrees of south latitude; and then by that parallel of latitude due east to the sea-coast.

1.3.3 *Western District* - The remainder of the Southern Division.

1.3.4 As to the employers named in the Schedule 1 to this Award the provisions of the Award are modified in accordance with the requirements of the individual Orders listed in such Schedule.

1.4 Date of operation

This Award takes effect from 1 December 2003.

1.5 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.3 and their employers, and the Transport Workers' Union of Australia, Union of Employees (Queensland Branch) and its members.

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 "Cleaner" and "Greaser" means any employee who attends to the cleaning, greasing, and oiling of vehicles covered by this Award.

1.6.3 "Commission" means the Queensland Industrial Relations Commission.

1.6.4 "Garage" means any motor Garage, parking station, or depot where Motor Cars, Motor Buses, or motor vehicles are garaged.

1.6.5 "Garage Yardpersons" means any employee engaged in attending to petrol pumps, or otherwise supplying petrol for motor vehicles, or performing any labouring work in or about or in connection with any Garage.

1.6.6 "Junior Garage Yardpersons" means any employee under 19 years of age performing any work prescribed for Garage Yardpersons.

1.6.7 "Motor Cars" means all motor vehicles other than those plying for hire (excepting privately-owned cars which are used for domestic purposes only).

1.6.8 "Motor Buses" means and include all motor vehicles plying for hire with carrying capacity as prescribed by the *State Transport Act 1960-1985*, and Regulations, and passenger carrying vehicles operated by the Crown which have a capacity of more than 6 seated persons.

1.6.9 "Motor vehicles for hire" means and includes all motor vehicles plying for hire with or without taximeters.

1.6.10 "Shift Work" means work where more than one shift of not less than 8 hours per day is worked.

1.6.11 "Supervisor" means a person placed in charge, and who generally supervises the work of 3 or more employees covered by this Award.

1.6.12 "Union" means the Transport Workers' Union of Australia, Union of Employees (Queensland Branch).

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.

2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be

involved in such discussions.

- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedure

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

- 3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate Supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate Supervisor the employee/s may bypass this level in the procedure.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a Supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the Supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

3.2 Consultation

It is agreed between the parties that ongoing productivity efficiencies are necessary for the future security of company operators and employees' positions, and consultation between management and employees should continue to ensure protection of company assets, stock, employees well-being and increased productivity.

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

4.1 Employment categories

- 4.1.1 Employees (other than casual 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 A part-time employee is an employee who:

- (a) is employed for less than 38 ordinary hours per week; and
- (b) is rostered for a minimum of four consecutive hours on any shift or day or a lesser period if agreed between the employer and the employee.

4.2.2 At the time of engagement the employer and the part-time employee will agree in writing the number of ordinary hours to be worked each week.

4.2.3 Any agreed amendment to the number of ordinary hours worked will be recorded in writing.

4.2.4 A part-time employee's roster, but not the agreed number of ordinary hours, may be altered by the employer giving notice to the employee in accordance with the provisions of clause 6.2.1 of this Award.

4.2.5 All time worked outside the ordinary daily and weekly hours as specified in the employee's roster or as amended in accordance with clause 4.2.3 or clause 6.2.1 will be overtime and paid for at the rate prescribed in clause 6.5 (Overtime).

4.2.6 A part-time employee employed under the provisions of clause 4.2 must be paid for ordinary hours worked by dividing the weekly wages applicable to the employee's relevant classification by 38.

4.2.7 A part-time employee will receive, on a proportionate basis, equivalent pay and conditions to those of full-time employees.

4.2.8 Where a public holiday falls on a day upon which an employee is normally employed, that employee shall be paid the appropriate rate for the number of hours normally worked on that day. An employee's regular roster will not be altered to avoid this obligation.

4.3 Casual employees

4.3.1 Casual employees are employed in any week for a period of less than 5 ordinary working days

4.3.2 Casual employees shall be entitled to payment at the rate of 23% in addition to the appropriate hourly rate ascertained by dividing the appropriate weekly rate by the number of ordinary weekly working hours.

4.3.3 A casual hand shall be paid a minimum of 2 hours for each engagement.

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

4.4 Commitment by parties

4.4.1 The parties will negotiate to ensure that as part of a service industry they will operate as flexibly as possible in order to meet customer demand.

4.4.2 Employees within each grade are to perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.

4.4.3 Subject to agreement at enterprise level, employees are to undertake training for the wider range of duties and for access to higher classifications.

4.4.4 The parties will not create barriers to advancement of employees within the Award structure or through access to training.

4.5 Duties

- 4.5.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award provided that such duties are not designed to promote de-skilling.
- 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 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 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.

4.6.2 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 organization, 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 clause 4.7.2(a), employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

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

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

(d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's

employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in clause 4.7.2(a) 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 weekly employees shall be one week.

If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.7.2(d) for a period of notice of one week.

4.7.4 Should any employee whose engagement has exceeded 2 months be discharged or dismissed from employment, other than on account of dishonesty, disobedience, or drunkenness within 14 days of Christmas Day, the employee shall be paid for Christmas Day, Boxing Day and New Year's Day at ordinary rates, and if so dismissed within 14 days of Good Friday, the employee shall be paid for Good Friday and Easter Monday at ordinary rates.

4.7.5 Annual leave will not be used to provide the notice prescribed in clauses 4.7.2 and 4.7.3 unless mutually agreed.

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.
- (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 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, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.

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

4.9 Redundancy

4.9.1 *Consultation before terminations*

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has

been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union.

- (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 an 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 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 clause 4.9 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 4.9.3, "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 clause 4.9 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 Wages

5.1.1 The weekly wage to be paid to the following classes of employees shall be:

	Award rate per week \$
GRADE 1	
Cleaner/Greaser	622.00
Yard Person	622.00
GRADE 2	
Driver of Motor Vehicle other than bus	637.30

	Award rate per week \$
Motor Bus Conductor	637.30
GRADE 3 Driver of Bus with capacity of less than 25 people	645.00
GRADE 4 Driver of Bus with capacity of 25 or more people for day return	656.50
GRADE 5 Driver of Bus with capacity of 25 or more people for * Extended Tour * 650 km or more return journey	664.10
GRADE 6 Driver Articulated Vehicle Supervisor	671.80 671.80

5.1.2 <i>Junior conductors -</i>	Percentage Adult Rate %
Under 18 years of age	55
18 years and under 19 years of age	65
19 years and under 20 years of age	80

And thereafter the adult wage.

The proportionate number of junior conductors who may be employed by any employer covered by this Award shall not exceed one to one, 2, 3 or 4, and 2 to 5, 6, 7 or 8 senior conductors and one to every additional 4 over the first 8:

Provided that one senior conductor must be employed before one junior under the age of 20 years is employed.

5.1.3 <i>Junior garage yardpersons -</i>	Percentage of Minimum Adult Rate %
Under 16 years of age	45
16 years and under 17 years of age	50
17 years and under 18 years of age	60
18 years and under 19 years of age	75

And thereafter the adult wage.

Provided that not more than 2 junior yardpersons shall be employed in any motor garage except where not fewer than 100 drivers are employed, when the number may be increased to 4.

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

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 Allowances

5.2.1 Drivers who are required to operate a bus in the dual capacity of driver and conductor shall be paid an additional \$2.44 per day for each day or part thereof.

5.2.2 A driver acting in the dual capacity of driver and conductor who is called upon to issue tickets or collect fares shall be paid an additional \$2.21 per day for each day or part thereof.

5.2.3 *Western Allowance* - All employees in the Southern Division who are employed to the west of parallel 150 degrees of east longitude, and all employees in the Central Division who are employed to the west of parallel 147 degrees of east longitude shall be paid \$1.05 per week in the case of adults and 53c per week in the case of juniors, above the rates set out in clause 5.1, and all casual employees employed west of the said parallels shall be paid 3.333c an hour above the rates set out in this Award for casuals east of those parallels.

5.2.4 Special night allowance - All employees shall be entitled to an allowance of \$1.667 per hour for all ordinary time worked between 8.00 p.m. and the end of the shift and payable at ordinary rates.

Broken parts of an hour of less than 30 minutes on any shift shall be disregarded and 30 minutes to 59 minutes shall be paid for as an hour:

Provided that where overtime or penalty rates are payable the above special allowance shall not be payable.

5.3 Overtime - minimum payment

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

5.4 Two or more classes of work

An employee who is required to perform work on any day for which a higher rate of pay is prescribed in clause 5.1 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 hour or less then payment of the higher rate for 4 hours.

5.5 Pay day

5.5.1 All wages shall be paid in the employer's time and shall be paid weekly on a day determined by the employer, but not later in the week than Thursday, in a manner agreed to between the employer and employees, but the day on being fixed shall not be altered more than once in 3 months:

Provided that when an employee's rostered day off falls on such pay day the employee shall be paid on the day preceding their rostered day off.

5.5.2 Subject to the provisions of any Act of Parliament applying in Queensland and subject to the employer reaching agreement with the Union, the employer may pay the employee's pay directly into a bank account. At no time shall the amount available to the employee be less than they would have received had they been paid in cash.

5.5.3 No employer shall hold more than 2 days' wages in hand.

5.5.4 In cases of dismissal, or an employee leaving, the employee shall be paid, if dismissed or leaves before noon, not later than 2 p.m. on the same day; if after noon, not later than 10.30 a.m. on the following morning, Monday to Friday inclusive, but if an employee is dismissed or leaves on Saturday, payment shall be made not later than Monday at 10.30 a.m.

5.5.5 If the day prescribed in clause 5.5.1 for payment of wages is a bank holiday, clause 5.5.1 shall be deemed to have been complied with if payment is made on the next ensuing banking day.

5.5.6 Overtime rates shall be paid for all time lost through delay in receiving wages.

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

6.1 Hours of Work

6.1.1 Subject to clause 6.3 (Working of a 38 Hour week) and to the exceptions hereinafter provided, the ordinary working hours for all employees other than Brisbane City Council employees shall not exceed an average of 38 per week, to be worked on one of the following basis:

- (a) 38 hours within a work cycle not exceeding seven consecutive days; or
- (b) 76 hours within a work cycle not exceeding fourteen consecutive days; or
- (c) 114 hours within a work cycle not exceeding twenty-one consecutive days; or
- (d) 152 hours within a work cycle not exceeding twenty-eight consecutive days.

6.1.2 *Motor Bus drivers and conductors* - The spread of hours for bus drivers and/or conductors from the beginning to the end of the day's work shall not exceed 12 consecutive hours. For any work done outside 12 consecutive

hours from the starting time, employees shall be paid at the rate of double time. In such 12 hours there shall be not more than one break.

- 6.1.3 The ordinary hours of work prescribed may be worked on not more than 5 consecutive days in a week, Monday to Sunday inclusive and shall not exceed 10 ordinary hours per day, subject to the following:

Ordinary time worked on Saturday and/or Sunday shall be paid at the rate of time and a half.

- 6.1.4 Rosters for all employees, other than casual employees, will provide for any one of the following combination of days free from rostered work in each fortnight:

- (a) 2 periods comprising 2 days each;
- (b) 2 periods comprising 2 consecutive days;
- (c) 4 single days;
- (d) 3 consecutive days and one stand alone day; or
- (e) One period of 4 consecutive days.

- 6.1.5 The commencing time within the spread of hours may be altered by the employer giving at least 7 days notice to employees:

Provided the ordinary starting and finishing times of various groups of employees or individual employees may be altered or staggered subject to agreement of the employer and the majority of employees.

6.2 Starting and finishing time

- 6.2.1 An employer shall fix the starting and finishing time of each employee for each shift and also shall post rosters showing such times in a prominent place in the yard, garage or depot, but when once fixed the roster shall not be altered unless at least 6 days' notice has been posted in a prominent place in the yard, garage or depot:

Provided this shall not apply in cases of emergency owing to illness or absence of another driver:

Provided further that the employer and the employee may agree to a lesser period than 6 days to meet unforeseen circumstances.

- 6.2.2 The employee's time shall be counted as from the time of entering the yard, garage or depot until the time of leaving the said yard, garage or depot, unless such entering or leaving is to suit the employee's convenience or comfort.
- 6.2.3 Reasonable starting and finishing times prior to commencement and/or after completion of the day's run shall be allowed and paid to all employees who are required to service vehicles, prepare tickets, change, sweep and clean buses.

6.3 Working of a 38 hour week

- 6.3.1 The 38 hour week will be implemented on one of the following basis, most suitable to the particular employer, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:-

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

- 6.3.2 Notwithstanding any other provision in this clause, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned, may agree to accrue up to a maximum of 5 rostered days off. Where such an agreement has been reached, the accrued rostered days off will be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off will not be unreasonably withheld by either party.

- 6.3.3 When the ordinary work cycle provides for a rostered day off, the rostered day off will not fall on a public holiday, but will be on the ordinary working day immediately before or immediately after the public holiday or deferred in accordance with clause 6.3.2.

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

- 6.3.5 *Procedures for enterprise level discussions*

- (a) The employer and all employees concerned in each enterprise will consult over the most appropriate means of working a 38 hour week.
- (b) The objective of such consultation is to reach agreement on the method of working the 38 hour week in accordance with clause 6.1.
- (c) The outcome of such consultation must be recorded in writing.
- (d) In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their Union or employer organisation.
- (e) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer has 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.
- (f) 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 concerned, utilising the provisions of clause 6.1.

6.4 Shift workers

6.4.1 The ordinary working hours for shift workers shall be worked in continuous shifts of not more than 8 hours.

6.4.2 Employees working Shift Work shall be paid in addition to their ordinary weekly wage, a penalty rate of \$9.70 when employed on afternoon or night shift.

6.5 Overtime

6.5.1 All work performed before the fixed starting time and after the fixed finishing time, or beyond 10 hours on any one day, shall be deemed to be overtime and shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter:

Provided that where more than one shift is worked, all overtime shall be paid for at the rate of double time.

6.5.2 Work performed by an employee, other than a shift worker, on their rostered day off from Monday to Friday inclusive shall be paid for at the rate of time and a-half for the first 3 hours, and double time thereafter, with a minimum of 4 hours.

6.5.3 When an employee's rostered days off fall on a Saturday and/or a Sunday, double time shall be paid for all work performed on either of those 2 days with a minimum of 4 hours.

6.5.4 *Rest period after overtime*

(a) Subject to the provisions of the *Transport Operations (Road Use Management) Act 1995*, when overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

(b) An employee who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not at least 10 consecutive hours off duty between those times, will, subject to clause 6.5.4, 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.

(c) 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 will be paid at double rates until the employee is released from duty for such period, and the employee will 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.

6.6 Special hiring

6.6.1 Special hiring shall consist of a special engagement of a bus to convey parties to sporting fixtures, picnics, outings or similar function of a nature not forming part of the normal operations of the employer and not performed within the times fixed for the driver by the roster for the week in which the special hiring occurs. It shall not include school sporting functions regularly carried out by any employer at recognised intervals or times.

6.6.2 Where special hirings do not form part of the rostered hours of employees the following provisions shall apply:

(a) An employee offered the job of a special hiring may at the employee's option accept or reject such offer but if the employee accepts then the employee shall work the job and where practicable 3 days' notice shall be given of such hiring.

(b) The provision of clause 6.6.2 shall only apply to special hiring.

- (c) The duration of the job shall be from the time of signing on to the time of signing off but shall not exceed 12 hours provided that in cases where an employee is unable to complete a special hiring in 12 hours all time in excess shall be paid at the rate of double time.
- (d) The employee shall be paid from the time of signing on to the time of signing off on both the trip to and from the scheduled destination at one and a-half times the ordinary rate prescribed in clause 5.1. All time spent waiting at the destination between signing off upon arrival and signing on for the return trip (excluding only the prescribed meal break) shall be paid for at 3/4 of the ordinary rate. Payment for any special hiring shall not be less than 4 ordinary hours' pay.
- (e) Clauses 6.6.2(b), (c) and (d) do not apply to any special hiring the duration of which does not exceed 4 hours. Time worked by an employee on such hiring shall be classed as overtime and shall be paid in accordance with the provisions of clause 6.5.
- (f) Employees shall be supplied with a time sheet for all special hiring for the purpose of recording the starting and finishing times of such hiring.
- (g) Where a special hiring exceeds one day, each day's work shall be deemed to be a separate special hiring as to which the provisions of clause 6.6.2(c) shall apply.

6.7 Meal hour

- 6.7.1 Bus drivers shall be given a minimum 30 minutes and a maximum of 1 hour for a meal during each shift, without pay, exclusive of the ordinary working hours, and all employees other than bus drivers shall be given one hour per day for a meal, exclusive of the ordinary working hours.
- 6.7.2 Employees shall be given an unpaid meal break of not less than 30 clear minutes excluding travelling time during each shift. Not more than one break, except for meals, shall be allowed in the ordinary day's work.

The time of meal breaks within the shift shall be as near to the middle of the shift as possible subject to the requirements of efficiency and the dictates of driving regulations.
- 6.7.3 Where an employee is not allowed a meal break between the fourth and sixth hour from the commencement of duty the employee shall be paid double time until a meal break is given.
- 6.7.4 An employee required to work for more than one hour on any one day beyond their ordinary finishing time shall be paid \$9.60 meal money.

6.8 Rest pauses

Employees shall have a break of at least 10 hours between the finishing of one shift and the commencement of another shift.

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 annual leave on full pay as follows:
 - (a) not less than 5 weeks if employed on Shift Work where 3 shifts per day are worked over a period of 7 days per week; and
 - (b) not less than 4 weeks in any other case.
- 7.1.2 Such annual leave is exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.5) must be paid for by the employer in advance:
 - (a) in the case of any and every employee in receipt immediately prior to that leave of ordinary wages at a rate in excess of the ordinary wages payable under clause 5.1, at that excess rate; and
 - (b) in every other case, at the ordinary time rate of pay payable to the employee concerned immediately prior to that leave.
- 7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of termination of the employment and shall immediately pay to the employee, in addition to all other amounts due to them, their pay, calculated in accordance with clause 7.1.5, for 4 or 5 weeks as the case may be and also their ordinary time rate of pay for any

public holidays occurring during such period of 4 or 5 weeks.

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

7.1.5 *Calculation of annual leave pay*

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

- (a) Shift workers - Subject to clause 7.1.5(c), the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.
- (b) Leading hands etc. - Subject to clause 7.1.5(c), leading hand allowances otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (c) All employees - Subject to the provisions of clause 7.1.5(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
 - (i) the employee's ordinary wage rate as prescribed in clause 5.1 for the period of the annual leave (excluding shift premiums and weekend penalty rates);
 - (ii) leading hand allowance or amounts of a like nature;
 - (iii) a further amount calculated at the rate of 17 1/2% of the amounts referred to in clauses 7.1.5(c)(i) and 7.1.5(c)(ii).
- (d) Clause 7.1.5(c) does not apply to:
 - (i) any period or periods of annual leave exceeding:
 - 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
 - 4 weeks in any other case.
 - (ii) employers who are already paying an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.6 Except as provided in clause 7.1.4, it is not lawful for the employer to give, or for the employee to receive, payment in lieu of annual leave.

7.1.7 The annual leave on full pay shall be taken within 3 months after the completion of a year of employment, and not less than 2 weeks' notice of leave shall be given by the employer to the employee.

7.1.8 *Short term annual leave* - An employee may request and, with the consent of the employer take short-term annual leave, not exceeding 4 days in any calendar year, at a time or times separate from any of the periods determined in accordance with clause 7.1.1.

7.2 Sick leave

7.2.1 *Entitlement*

- (a) Every employee, except casuals, is entitled to 8 days' sick leave for each completed year of their employment with their employer.
- (b) This entitlement will accrue at the rate of one day's sick leave after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from

work through illness in any one year.

(f) Part-time employees accrue sick leave on a proportional basis.

7.2.2 *Employee must give notice*

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

7.2.3 *Evidence supporting a claim*

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

7.2.4 *Accumulated sick leave*

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

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

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

7.2.5 *Workers' compensation*

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

7.3 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.

7.4 Bereavement leave

7.4.1 *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.

7.4.2 *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 7.4.2.

7.4.3 "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.

7.4.4 *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.

7.5 Family leave

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

7.5.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;
- (b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

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

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

7.6 Public holidays

7.6.1 All work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

7.6.2 *Labour Day*

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.

7.6.3 *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.

7.6.4 *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.

7.6.5 *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 the 1st January (New Year's Day).

7.6.6 All employees rostered off on a public holiday shall be granted another day off, or one day's pay or an additional day's annual leave in lieu thereof, as may be mutually agreed between the employer and the employees.

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 Travelling allowance

Employees engaged travelling or on work in which they are unable to reach their homes at night shall be allowed actual reasonable expenses, not less than \$18.14 per day, for board and lodging, if such has not been provided by the employer, in addition to their ordinary wage, but shall not be entitled to the payment of any overtime unless the employee is called upon to travel or work after the fixed finishing time. In such case the employee shall be paid at overtime rates for the time travelled or worked after the fixed finishing time.

8.2 Board and lodging

When an employee is required to lodge on the employer's premises, the employer may deduct 50c per week from the employee's wages for such lodging. When both board and lodging are provided by the employer, \$2.50 per week may be deducted from the employee's wages, but no deductions other than herein prescribed shall be made.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

9.1.1 Following proper consultation, an employer shall develop a training policy and programme consistent with:

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

9.1.2 Where, as a result of consultation, it is agreed by the employer that additional training in accordance with the programme developed pursuant to clause 9.1.1 should be undertaken by an employee, that training may be undertaken either on or off the job:

Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.

- (a) Any costs associated with standard fees for prescribed courses and textbooks (excluding 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:

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

- (b) Travel costs incurred by an employee undertaking training in accordance with clause 9.1.2 which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

9.1.3 Any disputes arising in relation to clause 9.1 shall be subject to the provisions of clause 3.1.

9.2 Driver and or conductor learning bus routes

No deduction shall be made by the employer from the wages of an employee when learning the duties of a bus driver and/or conductor, which shall be performed in the employer's time and shall be paid for in accordance with the rates set out in this Award.

Any bus driver or conductor called upon to instruct a learner or student in work shall be paid \$1.86 per day extra.

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

10.1 Protective clothing

10.1.1 All bus drivers covered by this Award shall be supplied with uniforms; 2 uniforms that are clean and in good condition, to be issued to each driver when engaged. Each driver shall also be supplied with one greatcoat, clean and in good condition, on engagement and one after each 5 years' service.

10.1.2 Where a bus driver is called upon to do cleaning or greasing of vehicles and/or Garage work overalls shall be supplied by the employer.

10.1.3 Cleaners shall be supplied with 2 suits of overalls, or one suit of overalls and one pair of oil-skin trousers and one pair of rubber boots, annually.

10.1.4 Two suits of overalls shall be supplied annually by the employer to all employees employed as greasers or oilers.

10.1.5 *Uniforms and head wear* - When uniforms and head wear are worn, each driver and/or conductor shall be supplied with one uniform and head wear on commencement of service, and one for every 6 months' service thereafter.

10.2 Change money

The employer shall provide reasonable and sufficient change monies to all bus drivers for the purpose of their duty, provided that they shall produce same when called upon to do so by the employer.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry procedure

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
 - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
 - (ii) shows their authorisation upon request.

- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

11.1.3 *Inspection of records*

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

11.1.4 *Discussions with employees*

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

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Award to be exhibited

The employer must display a copy of this Award in a conspicuous place at the workplace where employees can easily read it.

11.4 Trade union training leave

11.4.1 Upon written application by an employee to an employer such application being endorsed by the Union and giving to the employer at least one month's notice, such employee shall be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the Union.

11.4.2 For the purposes of clause 11.4 "ordinary pay" means at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or Shift Work.

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

- (a) An employee must have at least 12 months uninterrupted service with an employer prior to such leave being granted.
- (b) Clause 11.4 shall not apply to an employer with less than 10 full-time employees bound by this Award.
- (c) The maximum number of employees of one and the same employer attending a course or seminar at the same time will be as follows:

Where the employer employs from 10 to 100 employees inclusive 2

Where the employer employs 100 employees or more 4

Provided that where the employer has more than one place of employment in Queensland, then the formula above shall apply to the number of employees employed in or from each individual place of employment.

- (d) The granting of such leave shall be subject to the convenience of the employer and so that the operations of the employer will not be unduly affected.
- (e) The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the employer's operations.
- (f) In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- (g) Leave granted to attend courses will not incur additional payment if such course coincided with the employee's day off in the 19 day month working arrangements or with any other concessional leave.
- (h) Such paid leave will not affect other leave granted to employees under this Award.

Schedule 1 - List of employers with 2nd tier Orders which to varying degrees modify the provisions of this Award

Name	Case No.	Date of Order
Permanent Heads of Queensland Government Departments	B122/88	7. 3.88
		9. 9.88
Public Hospitals Boards	B122/88	7. 3.88
		9. 9.88
Mater Misericordiae Public Hospitals, South Brisbane	B122/88	7. 3.88
		9. 9.88
Brisbane City Council	B285/88	23. 9.88

Dated 16 December 2003.

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

Operative Date: 1 December 2003