

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**PASSENGER VEHICLE DRIVERS ETC. AWARD -
NORTHERN AND MACKAY DIVISIONS - 2003**

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Passenger Vehicle Drivers Etc. Award - Northern and Mackay Divisions - 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 Passenger Vehicle Drivers Etc. Award - Northern and Mackay Divisions - 2003 as at 1 September 2010.

Dated 1 November 2010.

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

**PASSENGER VEHICLE DRIVERS ETC. AWARD -
NORTHERN AND MACKAY DIVISIONS - 2003**

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Passenger Vehicle Drivers Etc. Award - Northern and Mackay Divisions - 2003.

1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 14 July 2003.

1.4 Coverage

1.4.1 This Award shall apply to all employers and their employees engaged in or in connection with the calling of drivers of motor vehicles, yardmen and greasers, engaged in or in connection with the transportation of passengers and/or persons by road.

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

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

1.5.3 "Commission" means the Queensland Industrial Relations Commission.

1.5.4 "Garage Yardperson" 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.

1.5.5 "Junior Garage Yardperson" means any employee under 19 years of age performing any work prescribed for a Garage Yardperson.

1.5.6 "Motor Buses" means and includes 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.

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

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

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

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

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

1.5.12 "Union" means The Australian Workers' Union of Employees, Queensland.

1.6 Area of operation

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

1.6.1 Divisions

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

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

1.6.2 Districts

(a) Northern Division:

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

Western District - The remainder of the Northern Division.

1.7 Commitments by parties

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

- 1.7.2 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.
- 1.7.3 Subject to agreement at enterprise level, employees are to undertake training for the wider range of duties and for access to higher classifications.
- 1.7.4 The parties will not create barriers to advancement of employees within the Award structure or through access to training.
- 1.7.5 The parties accept in principle a new restructured Award.
- 1.7.6 The parties will co-operate in the transition from the old structure to the new structure in an orderly manner without creating false expectations or disputation.

1.8 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.4 and their employers, and the Union and its members.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE SETTLING PROCEDURES

3.1 Consultative mechanisms and procedures in the workplace

- 3.1.1 The development of effective ongoing participation/consultative practices is important in the process of Award Restructuring and can lead to advantages for both the employer and employees. It is therefore desirable that participative/consultative mechanisms, established at local level be continued.
 - (a) Consultative mechanisms/practices shall be implemented where agreement exists between employers and employees.
 - (b) The form, structure and method of implementing consultative mechanism/practices shall be as determined at the local level through negotiations between the employer, employees and the Union consistent with agreed consultative models, provided however that the Union shall be represented in the consultative process by a duly elected job representative.
 - (c) The Union agrees that at the local level where agreed consultative mechanisms/practices are in place to allow through the consultative process the application of designated Award conditions in a more flexible manner. The Union shall be party to any agreement where the employees genuinely agree.
 - (d) The process of consultative practices is a mechanism through which employees can be involved in and positively contribute towards management's decision making process. All decisions are encouraged to be reached through consultative mechanisms/practices, however, managerial prerogative is acknowledged.

3.2 Grievance and dispute settling procedure

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

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

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

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

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

4.1 Employment categories

- 4.1.1 Employees (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) casual (as prescribed in clause 4.2); or
- (c) special hiring (as prescribed in clause 4.3)

4.2 Casual employment

- 4.2.1 Casual employees shall be entitled to payment at the rate of 23%, in addition to the appropriate hourly rate ascertained by dividing the approximate full-time rate by 38:

Provided that the minimum daily period of employment of a casual shall be not less than 4 hours:

Provided further that a casual employee who is employed by a non-profit charitable organisation or for school purposes for not more than 2 hours on any engagement shall be paid a minimum period of 2 hours. If a casual employee who is employed for school purposes works more than 2 hours, such employee shall be entitled to payment for actual time worked.

4.3 Special hiring

- 4.3.1 Special hiring shall consist of a special engagement of a bus to convey parties to sporting fixtures, picnics, outings or similar functions 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.
- 4.3.2 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 their option accept or reject such offer but if they accept then they shall work the job and where practicable 3 days' notice shall be given of such hiring.
 - (b) The provisions of clause 4.3 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 the ordinary rate. Payment for any special hiring shall not be less than 4 ordinary hours pay.
 - (e) Clause 4.3.2(b), (c) and (d) shall not apply to any special hiring the duration of which does not exceed 2 hours. Time worked by an employee on such hiring shall be classed as overtime and shall be paid for in accordance with the provisions of clause 6.4 (Overtime) of this Award.
 - (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 4.3.2 shall apply.

4.4 Two or more classes of work

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

4.5 Incidental and peripheral tasks

- 4.5.1 The 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 deskilling.
- 4.5.2 The 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 the 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 Act 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 the above attributes;
 - (b) sexual harassment; and
 - (c) racial and religious vilification.

4.6.2 Accordingly, in fulfilling their obligations under the grievance and disputes settling procedure in clause 3.2, 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*; or
- (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.7 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 full-time or part-time employee shall be two days. 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 two days.

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 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 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 transmitter; and
- (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

- (b) The Commission may amend clause 4.9.13(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 Wage rates

5.1.1 The minimum rates of wages to be paid to the following classes of employees in the Mackay Division shall be:

	Award Rate Per Week \$
GRADE 1	
Cleaner/Greaser	622.90
Yardperson	622.90
GRADE 2	
Driver of Motor Vehicle other than Bus	638.20
Motor Bus Conductor	638.20
GRADE 3	
Driver of Bus with capacity of less than 25 people	645.90
GRADE 4	
Driver of Bus of more than 25 people for day return	657.40
GRADE 5	
Driver of Bus of more than 25 people for:	
* Extended Tour	
* 650km or more return journey	665.00
GRADE 6	
Driver Articulated Vehicle	672.70
Supervisor	672.70

5.1.2 *Juniors*

Junior Conductors:

	Percentage of 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 Junior garage yardperson

	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 yard people 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.

5.1.4 Divisional and district parities

Employees employed outside the Easter District of the Southern Division shall be paid the following amounts in addition to the rates of wages prescribed by clause 5.1.1 for the division or district in which they are located:

	Adults Per Week
	\$
Northern Division, Eastern District	0.15
Northern Division, Western District	2.20

These allowances shall be payable for all purposes of this Award.

5.2 Allowances

5.2.1 Drivers

Drivers who are required to operate a bus in the dual capacity of driver and conductor shall be paid an additional \$3.34 per day for each day or part thereof on which they so act.

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 \$2.05 per day for each day or part thereof on which they so act.

5.2.2 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.

5.2.3 Shift work allowance

In addition to the rates of pay prescribed in clause 5.1 of this Award, employees whilst engaged on afternoon shift and night shift, as established pursuant to clause 6.1 (Hours of work) of this Award, shall be paid additional penalty rate for each shift as follows:

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

For the purposes of clause 5.2.3:

- (i) Afternoon shift shall mean any shift finishing after 6.00 p.m. and at or before midnight;
- (ii) Night shift shall mean any shift finishing after midnight and at or before 8.00 a.m., or where the majority of hours worked in the shift falls between midnight and 8.00 a.m.;
- (iii) The percentage which is quoted shall be the amount which is payable for each shift in addition to the employee's ordinary time wage rate.

No employee shall as a result of clause 5.2.3 suffer any reduction to their current entitlement to shift allowance.

5.3 Payment of wages

5.3.1 Wages shall be paid on the same day each week and not more than 2 days' pay may be held by an employer.

5.3.2 Wages shall be paid in the employer's time.

5.3.3 Casual employees may, by mutual consent, be paid in accordance with clause 5.3.1 or at the termination of each engagement.

5.3.4 Subject to the provisions of any Act of Parliament applying in Queensland, the employer may pay the employees' 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.

5.3.5 Provided that by agreement between the employer and employees, wages can be paid fortnightly.

5.4 Superannuation

5.4.1 In addition to any other entitlements pursuant to this Award, eligible employees, shall be entitled to superannuation payments made by the employer into an approved occupational superannuation fund in accordance with the following provisions of clause 5.4.

5.4.2 Definitions

(a) "Eligible employee" shall mean all:

- (i) full-time employees;
- (ii) adult casual employees regularly working 15 hours per week or more;
- (iii) junior employees regularly working 20 hours per week or more.

(b) "Ordinary time earnings" shall mean the actual ordinary rate of pay the employee receives for the ordinary hours of work performed and includes casual loading and Supervisory allowances or any over-Award payment.

5.4.3 For the purposes of this Award an approved fund means

- (a) Sunsuper;
- (b) such other Scheme or Fund as may be agreed upon between an employer and the Branch Secretary of the Union party to this Award and recorded in approved Industrial Agreement.

5.4.4 Qualifying period

- (a) All employees mentioned in clause 5.4.2(a) shall complete one calendar month of service with the employer before they are eligible to join the approved fund.
- (b) Contributions are to be retrospective to the employee's date of commencement following the completion of this one month period but not earlier than 1 July 1989.

5.4.5 Contribution

- (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) The employer shall not be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences including leave without pay excepting in the case of absence on workers' compensation leave for a period of not more than 26 weeks.
- (c) The employer shall remit contributions to the approved fund on a monthly basis.
- (d) Eligible employees may personally contribute additional amounts to the approved fund in addition to the minimum employer contributions as set out in clause 5.4.5 by way of voluntary contributions and the employer shall at the employee's written request make arrangements for authorised deductions from the employee's pay to be forwarded to the administration of the approved Fund.

5.4.6 *Freedom of choice*

Except as otherwise provided for herein, no employer shall be required to make contributions into more than one fund at any time.

5.4.7 *Cessation of contributions*

An employer shall not be required to make any further contributions on behalf of an eligible employee after the end of the day upon which the contract of employment ceases to exist.

5.4.8 *Crown employees*

Clause 5.4 shall not apply to Crown employees where the Government Officers Superannuation Scheme (GOSUPER) is mandatory for eligible employees of the Crown and other instrumentalities in accordance with the *Superannuation (Government and other Employees) Act 1988*.

5.4.9 *Other contributions*

Nothing in clause 5.4 shall preclude an employee from making contributions to a Scheme or Fund in accordance with the provisions thereof.

5.4.10 *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 scheme or fund apart from remission of contributions on a monthly basis.

5.4.11 *Further movements*

The contribution amount as prescribed in clause 5.4.5 shall be adjusted to accord with movements from time to time in the rates of wages, and in applicable allowances, as determined from time to time by the Commission rounded-off to the nearest 10 cents.

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

6.1 Hours of work

6.1.1 *Day workers:*

- (a) Subject to 6.1.2 (Working a 38 hour week) the ordinary hours of work for all employees 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 7 consecutive days; or
 - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
 - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.

- (b) The ordinary hours of work prescribed herein may be worked on not more than 5 days in a week, Monday to Sunday inclusive, subject to the following.
- (c) The ordinary hours of work prescribed herein for day workers shall be worked continuously with not more than one break being allowed in the ordinary day's work, except for meal and rest breaks.
- (d) Employee's time shall be counted as from the time of entering until the time of leaving the Depot. Employees required to commence or cease work away from the Depot shall be allowed 20 minutes travelling time each way.
- (e) The commencing time 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.
- (f) The ordinary hours of work prescribed herein shall not exceed 10 hours on any day:

Provided that where the ordinary working hours are to exceed 8 on any day the arrangement of hours shall be subject to the agreement of the employer and the majority of employees involved.
- (g) Provided that hours outside those specified in clause 6.1.1 may be agreed upon in writing between the employer and the Secretary of the Union, for the purpose of suiting particular local conditions.
- (h) Where employees are required to work shifts, the employer shall so arrange the roster of Shift Work hours to equalise day and evening shifts and work on week-ends or as agreed between the employer and a majority of employees affected, provided that the Union shall be notified of the agreement within a period of 14 days of each instance.

Employees completing their time on a midnight shift shall be allowed 10 hours off before again being rostered on duty.

6.1.2 *Working a 38 hour week*

- (a) The 38 hour week shall be worked 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:
 - (i) by employees working less than 8 ordinary hours each day; or
 - (ii) by employees working less than 8 ordinary hours on one or more days each work cycle; or
 - (iii) by fixing one or more work days on which all employees will be off during a particular work cycle; or
 - (iv) 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.
- (b) Subject to clause 6.1.1(f), employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular cycle.
- (c) Notwithstanding any other provision clause 6.1.2, 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 shall be taken within 12 calendar months of the date of which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
- (d) When the ordinary working cycle provides for a rostered day off, the rostered day off shall not fall on a public holiday, but shall be on the ordinary working day immediately before or immediately after the public holiday, or deferred in accordance with clause 6.1.2(c).

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

6.1.3 *Procedures for enterprise discussions*

- (a) The employer and all employees concerned in each establishment shall consult over the most appropriate means of implementing and working a 38 hour week.
- (b) The objective of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.1.

- (c) The outcome of such consultation shall be recorded in writing.
- (d) In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their relevant employee or employer organisation.
- (e) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour week is worked from time to time.
- (f) After implementation of the 38 hour week, upon giving 7 days' notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees concerned, utilising the provisions of clause 6.1.

6.1.4 Method of payment for ordinary hours of work

Ordinary hours for all employees shall be paid on the basis of not more than 38 per week, on an averaged basis according to the work cycle, notwithstanding that in excess of 38 ordinary hours may be worked to maximise leisure time off in accordance with clauses 6.1.1 and 6.1.2:

Provided also that the ordinary daily working hours prescribed by the various sections of this Award may as an alternative be as agreed between the employer and the Secretary of Union.

6.2 Meal breaks

6.2.1 Day work

Every employee shall be entitled to a meal break of not less than 30 minutes nor more than one hour to be taken no later than 5 hours after commencement of work. No employee shall work for more than 5 hours without a meal break.

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

The duration of a meal break having been determined as the recognised meal break in accordance with clause 6.2.1 may be altered by mutual agreement between the employer and the employees.

6.2.2 Shift work

Shift workers shall be allowed 30 minutes for crib without loss of pay to be taken in such a manner as not to interfere with the continuity of the work.

6.2.3 Overtime

Where an employee is required to work for more than 2 hours on any day beyond their ordinary finishing time, the employee shall be allowed a break of one-half hour for a meal and shall be paid the sum of \$9.60 extra as tea money in addition to overtime rates.

All employees, after working 4 hours overtime, shall be entitled to another break of one-half hour and a further allowance of \$9.60 for a meal, with a further break of 30 minutes and an allowance of \$9.60 for each additional 4 hours overtime worked thereafter.

6.2.4 Meal break during weekend overtime

Any employee required to work overtime on a Saturday or Sunday or their equivalent beyond the 5th hour of such overtime shall be entitled to an unpaid meal break of 30 minutes.

6.3 Rest pauses

6.3.1 Every employee 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 continuity of work where continuity is necessary.

6.3.2 Provided that the employer may determine that 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.

6.4 Overtime

- 6.4.1 All work performed in excess of 38 hours in any one week shall be paid for at the rate of double time.
- 6.4.2 The roster of hours shall be such that no employee shall be required to work at ordinary rates for more than 10 hours on each of any 2 days in any one week.
- 6.4.3 Any work performed outside of such rostered hours shall be paid for at overtime rates.
- 6.4.4 All overtime shall be reckoned and paid for at a minimum of 1/4 of an hour.

6.5 Shift work

6.5.1 Roster

A roster showing the starting and ceasing times for the ordinary hours of duty of full-time employees and the times between which the period is allotted for each meal together with the surname and initials of each employee will be prepared by the employer and will be posted in a conspicuous place or places accessible to the employees concerned. The roster will be alterable by mutual consent at any time or by amendment of the roster with 7 days' notice. Where practicable, 2 weeks' notice of rostered days off will be given provided that the days off may be changed by mutual consent or if rendered necessary by the absence of other employees from duty, shortage of staff, or other cause over which the employer has no control and in which cases, 12 hours' notice shall be sufficient.

6.6 Weekend work

6.6.1 Week-end penalty rates

All time worked by employees, other than casuals within their ordinary working hours, between midnight Friday and midnight Sunday shall be paid for at the rate of time and a-half.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Every employee (other than a casual employee) covered by this Award shall at the end of each year of employment, be entitled to annual leave on full pay as follows:

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

7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.3) 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 a rate in excess of the ordinary rate payable under this Award, at that excess rate; and
- (b) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the annual leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due, pay calculated in accordance with clause 7.1.6, for 4 or 5 weeks as the case may be and also ordinary pay for any public holiday occurring during such period of 4 or 5 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment such employee shall be paid, in addition to all other amounts due, an amount equal to 1/12th of the employee's ordinary pay for the period of employment, calculated in accordance with clause 7.1.6.

7.1.5 In calculating a year of employment for the purposes of clause 7.1:

- (a) a period exceeding 3 months during which an employee has been absent on leave without pay granted by the employer is not to be taken into account;
- (b) a period during which an employee has been absent without pay and without the employer's authority, other than a period of absence not exceeding 3 months on account of illness or injury certified to by a legally qualified practitioner, is not to be taken into account.

If an employee and employer so agree, annual leave may be taken wholly or partly in advance before the employee has become entitled to annual leave.

An employee who has taken in advance the whole of the annual leave that would be due at the end of a year of employment is not entitled to any further annual leave at the end of that year of employment.

An employee who has taken in advance part of the annual leave that would be due at the end of a year of employment, becomes entitled at the end of that year of employment, to the balance of the annual leave not already taken.

7.1.6 *Calculation of annual leave pay*

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

- (a) Shift workers - Subject to clause 7.1.6(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 7.1.6(c), leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (c) All employees - Subject to clause 7.1.6(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 for the period of the annual leave (excluding shift premiums and week-end penalty rates);
 - (ii) Leading Hand Allowance or amounts of a like nature;
 - (iii) A further amount calculated at the rate of 17 1/2% of the amounts referred to in clauses 7.1.5(c)(i) and 7.1.5(c)(ii).
- (d) Clause 7.1.5(c) does not apply to:
 - (i) any period or periods of annual leave exceeding:
 - 5 weeks in the case of employees concerned in a calling where 3 shifts per day are worked over a period of 7 days per week; or
 - 4 weeks in any other case.
 - (ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.7 Reasonable notice of the commencement of annual leave shall be given to an employee. Where an employee is required to take annual leave as from a specific date at least 14 days' notice of such requirement shall be given to the employee.

7.1.8 Except as provided for in clause 7.1, it shall not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave.

7.1.9 *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.

7.2 **Sick leave**

7.2.1 *Entitlement*

- (a) Every employee shall become entitled to not less than 60.8 hours sick leave for each completed year of employment with an employer.
- (b) For any completed period of employment of less than one year with an employer, an employee shall become entitled to 7.6 hours sick leave for each 6 weeks of such period.

7.2.2 *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.

7.2.3 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 their employer, and subject to their promptly notified their 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:

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

- (a) 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 494 hours absence from work through illness in any one year.
- (b) 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) absent 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 their employment with the employer, for any period not exceeding 3 months;

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

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 paragraph (b) hereof 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 one year immediately before the employee seeks to access an entitlement under clause 7.3.2.

7.3.3 "Immediate family" includes:

- (a) a spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (b) 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 An employee with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

7.4 **Long service leave**

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

7.5 Family leave

The provisions of the Family Leave Award 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 Subject to clause 7.6.5 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);
- Labour Day (the first Monday in May);
- 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 *Annual show*

Moreover, all work done by employees in a district specified from time to time by the Minister by notification published in the *Gazette* or the *Queensland Government Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification, of such district, shall be paid for at the rate of double time and a-half.

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

7.6.3 *Double time and a-half*

Employees required to work on any of the aforesaid holidays shall be paid for a minimum of 4 hours work at double time and a-half.

7.6.4 *Stand down*

Any and every employee who, having been dismissed or stood down by their employer during the month of December in any year, shall be re-employed by that employer at any time before the end of the month of January in the next succeeding year, shall, if that employee shall have been employed by that employer for a continuous period of 2 weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid and shall be paid by their employer (at the wage rate payable to that employee when so dismissed or stood down) for any one or more of the following holidays, namely, Christmas Day, Boxing Day, and the 1st day of January occurring during the period on and from the date of their dismissal or standing down to and including the date of their re-employment as aforesaid.

If any of the aforesaid holidays fall on an employees rostered day off, they shall for each such day so falling, have an additional day's holiday added to their annual leave, or shall have a day's holiday in lieu at a time to be mutually agreed between the employer and the employee concerned; or shall be paid an additional day's pay for each such day so falling.

7.6.5 *Substitution*

Where there is agreement between the employer and the employee, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in clause 7.6:

Provided that, where an employee is subsequently required to work on such substituted day, the employee shall be paid the rate applicable for the holiday that has been substituted.

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

8.1 **Travelling allowance**

8.1.1 Employees engaged travelling or on work in which they are unable to reach their homes at night shall be allowed actual reasonable expenses for board and lodging, if such has not been provided by their 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 they shall be paid at overtime rates for the time travelled or worked after the fixed finishing time.

PART 9 - TRAINING AND RELATED MATTERS

9.1 **Commitment to training**

9.1.1 Following proper consultation, the employer may develop a training policy and program consistent with:

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

9.1.2 *Various costs associated with training*

- (a) Where, as a result of consultation, it is agreed by the employer that additional training in accordance with the program developed in accordance with 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.

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

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

10.1 Clothing, equipment and tools

10.1.1 All drivers covered by this Award shall be supplied with a "Kool" cushion.

10.2 Uniforms

10.2.1 Where uniforms and caps are worn, each driver shall be supplied with one uniform and cap on commencement of service, and one for every 6 months' service thereafter.

10.2.2 All bus drivers covered by this Award shall be supplied with dust coats. Two dust coats, clean and in good condition and a raincoat are to be issued to each driver when engaged. Where necessary a new raincoat shall be supplied every 2 years.

10.2.3 Yardpersons shall be supplied with 2 suits of overalls, or one suit of overalls and one pair of oil skin trousers annually.

10.2.4 Upon any employee leaving the employ of any employer for any reason whatever (whether by dismissal or otherwise), the current supply of clothing shall be returned to the owner.

10.3 Driver 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, 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 called upon to instruct a learner or student in work shall be paid \$1.72 per day extra.

10.4 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.

10.5 First aid

In all establishments a first aid cabinet shall be available for employees in cases of accident. Such first aid cabinet shall be kept and maintained in accordance with the provisions of the *Workplace Health and Safety Act 1995*, relating to such first aid cabinets.

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 full-time, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;

(g) details of any deductions made from the wages; and

(h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

(a) the employee's full name and address;

(b) the employee's date of birth;

(c) details of sick leave credited or approved, and sick leave payments to the employee;

(d) the date when the employee became an employee of the employer;

(e) if appropriate, the date when the employee ceased employment with the employer; and

(f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

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

11.3 Posting of award

A copy of this Award shall be posted in a conspicuous place on the premises of the employer.

11.4 Time sheets

Time sheets or time books shall be provided by the employer, wherein each employee shall enter daily the starting and ceasing times.

11.5 Union encouragement

Clause 11.5 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 the Union.

11.5.1 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.

11.5.2 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.

11.5.3 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.

Schedule

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
Public Hospitals Boards)		9. 9.88
Mater Misericordiae Public Hospitals,)		
South Brisbane	}		

Dated 6 May 2003.

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

Operative Date: 14 July 2003