

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**QUEENSLAND RAILWAYS INSTITUTE INC. EMPLOYEES' AWARD 2003**

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Queensland Railways Institute Inc. Employees' Award 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 Queensland Railways Institute Inc. Employees' Award 2003 as at 1 September 2010.

Dated 1 November 2010.

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

**QUEENSLAND RAILWAYS INSTITUTE INC. EMPLOYEES' AWARD 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Queensland Railways Institute Inc. Employees' Award 2003.

**1.2 Arrangement**

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### 1.3 Award coverage

This Award applies to the State Office employees of Queensland Railways Institute Inc..

### 1.4 Definitions

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

1.4.2 "Commission" means the Queensland Industrial Relations Commission.

1.4.3 "The Queensland Railways Institute Inc., Brisbane", shall mean a place controlled by a management committee elected in accordance with the Rules of the Queensland Railways Institute Inc., and used for the purpose set down in the Rules aforementioned.

1.4.4 "Union" means the Australian Rail, Tram and Bus Industry Union of Employees, Queensland Branch.

### 1.5 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.3 and their employers, and the Australian Rail, Tram and Bus Industry Union of Employees, Queensland Branch and its members.

### 1.6 Date of operation

This Award takes effect from 13 October 2003.

### 1.7 Leave reserved

1.7.1 Classification Structure to encompass all employees referred to in clause 1.3

1.7.2 Increase the wage rates in line with past State Wage decisions that have not been included.

## **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.

## **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); or
- (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 not less than 16 hours per week and for not more than 32 ordinary hours per week; and
- (b) is rostered for a minimum of 4 consecutive hours on any shift or day; and
- (c) is rostered to work regular hours on regular days in accordance with the Award provisions for full-time employees.

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

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

4.2.4 All time worked outside the ordinary daily and weekly hours specified in the employee's roster will be overtime and paid for at the rates prescribed in clause 6.1.

4.2.5 A part-time employee employed under the provisions of clause 4.2 must be paid for ordinary hours worked at the rate of 1/36.25 of the weekly rate prescribed for the class of work performed.

4.2.6 A part-time employee will receive, on a *pro rata* basis, equivalent pay and conditions to those of full-time employees.

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

### **4.3 Casual employment**

4.3.1 A casual employee, i.e., an employee who works for 16 hours or less ordinary hours in any one week, shall be paid the hourly rate plus a 23% loading.

4.3.2 The hourly rate shall be determined by dividing the maximum rate for an adult by 36 and one-quarter.

4.3.3 Casual employees shall be paid for not less than 2 hours for each engagement.

4.3.4 Employees engaged on a casual basis shall have no claim to annual leave.

### **4.4 Trainees**

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

### **4.5 Discipline**

4.5.1 Should it be necessary for the management committee of the Queensland Railways Institute Inc. to deal with an employee for disciplinary reasons, the procedure laid down in the Government Owned Corporations Act 1993

shall apply..

4.5.2 The Queensland Railways Institute Inc. and the Union of which the employee is a member, shall have the right to nominate a representative on any enquiry, or Appeal Board, with an independent chairman to be agreed upon between the parties. In the event of the parties being unable to agree on the appointment of a chairperson, the Commission should then appoint the chairperson.

#### **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*

The employer shall, in the event of termination of employment, provide upon request to an 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) In order to terminate the employment of an employee the employer shall give 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 over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, 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 ordinary time rate of pay for the employee concerned shall be used.

(e) The period of notice in clause 4.7.2 shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of casual employees, or employees engaged for a specific period

of time or for a specific task or tasks.

#### 4.7.3 *Notice of termination by employee*

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

#### 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 the employer has made a definite decision to introduce major 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 their Union.
- (b) "Significant effects" include 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 this 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 discuss change*

- (a) The employer shall discuss with the employees affected and their Union, *inter alia*, the introduction of the changes referred to, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 4.8.1.
- (c) For the purpose of such discussion, the employer shall provide in writing to the employees concerned and 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 the employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interests.

### **4.9 Redundancy**

#### 4.9.1 *Discussions before terminations*

- (a) Where the 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 hold discussions with the employees directly affected and, where relevant, their Union.
- (b) The discussions shall take place as soon as it is practicable after the employer has made a definite decision which will invoke clause 4.9.1, and shall cover *inter alia*, the reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to avert or mitigate the adverse effects of any terminations of the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their Union, 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 the employer shall not be required to disclose confidential information, the disclosure of which

would be inimical to the employer's interests.

#### 4.9.2 *Transfer to lower paid duties*

Where an employee is transferred to other 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, pursuant to clause 4.9.2, if their employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate of pay for the number of weeks of notice still owing.

#### 4.9.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of this Award, transmitted from an employer (the "transmittor") to another employer (the "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) "Business" includes trade, process, business or occupation and includes part 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 4.10.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.9.5 *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 thereof as soon as possible giving relevant information including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

#### 4.9.6 *Severance pay*

In addition to the period of notice prescribed for ordinary termination in clause 4.7.2, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.9.1 shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay
1 year or less	nil
1 year and up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and over	8 weeks' pay

"Weeks' pay" means the ordinary time rate of pay for the employee concerned.

#### 4.9.7 *Superannuation benefits*

Subject to further order of the Commission where an employee who is terminated receives a benefit from a superannuation scheme, such employee shall only receive under clause 4.9.6 the difference between the severance pay specified in that clause and the amount of the superannuation benefit such employee receives which is attributable to employer contributions only. If this superannuation benefit is greater than the amount due under clause 4.9.6 then the employee shall receive no payment under that clause.

#### 4.9.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.9.1 may terminate such employment during the period of notice specified in clause 4.7.2, and, if so, shall be entitled to the same benefits and payments under clause 4.9 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*

The 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 the employer 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;
- (b) to employees engaged for a specific period of time or for a specific task or tasks; or
- (c) to casual employees.

#### 4.9.12 *Employers exempted*

Subject to an order of the Commission, in a particular redundancy case, clause 4.9 shall not apply if the to employer employs less than 15 people.

#### 4.9.13 *Incapacity to pay*

The 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 Classification, salary, and or wages**

The staff employed by the management committee of the Queensland Railways Institute Inc., shall be classified and paid a salary as follows:

Position	Minimum Salary \$	Maximum Salary \$	Increment
Manager	44,383	44,593	2x\$105
Administration officer	39,599	39,809	2x\$105
	Percentage of Minimum Adult Rate %	Salary \$	
Clerks -			
18 years and under 19	65		
19 years and under 20	75		
20 years and under 21	85		

First year adult service	32,204
Second year adult service	32,541
Third year adult service	32,890
Fourth year adult service	33,228
Fifth year adult service	33,569

#### Minimum Salary

\$

#### Stenotypists:

17 years of age or under	16,343
18 years of age or under	17,693
19 years of age or under	18,707
20 years of age or under	20,019
21 years of age or under	32,041
22 years of age or under	32,393
23 years of age or under	32,756
24 years of age or under	33,109

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 No reduction in pay or conditions**

Subject to any positive provision in this Award, nothing herein shall in itself reduce any employee in pay or conditions.

#### **5.3 Payment of wages**

Wages shall be paid fortnightly and shall be made up to and including the preceding Sunday if work is performed on the latter day.

Payment shall include overtime worked during the fortnight.

#### **5.4 Employees working in higher grade**

5.4.1 Any employee to whom this Award applies who is working temporarily in a class higher, than that in which such employee is classified, if employed for more than 4 hours on any day in such higher class, shall be paid the rate for that class for the whole time during which such employee works on that day.

5.4.2 If employed for 4 hours or less, in a higher class, such employee shall be paid the rate for the higher class for 4 hours. In any case, the employee shall work under the conditions of the higher class whilst so employed.

5.4.3 If an employee has been acting in a higher grade position for 2 weeks or more, such employee shall when off duty or leave, be paid one day for each month that such employee has been so acting at the rate prescribed for such higher grade position.

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

#### **6.1 Hours and overtime**

6.1.1 The ordinary daily working hours shall not exceed 7.25 and the ordinary weekly working hours shall not exceed 36.25 and shall be worked within the following hours - on Monday, Tuesday, Wednesday, Thursday and Friday between 9.00 a.m. and 5.00 p.m. with 45 minutes for lunch.

6.1.2 Overtime shall be the actual time worked in excess of or outside the ordinary working hours as provided by clause 6.1.1 and shall be paid for at the rate of time and a-half for the first 3 hours and after that at the rate of double time and double time on Sunday:

Provided that in those instances where overtime rates have been paid after the completion of the ordinary working hours on any day such custom and practice shall prevail but no employee shall be entitled to payment of overtime at the rate of double time until after the completion of 10 and a-quarter hours on duty.

- 6.1.3 At least 2 clear days' notice shall be given to an employee as to whether or not such employee is required to work on any one of the public holidays provided for in this Award.
- 6.1.4 When an employee is required to work overtime after 6.00 p.m. on any week day other than Saturday and after 1.00 p.m. on Saturday or is required to work beyond these hours as a result of an alteration in the hours of work of which notice was not given the previous day and cannot reasonably be expected to go to such employee's home or lodgings for a meal, such employee, shall, in addition to any overtime payments, be paid \$8.20 meal allowance.
- 6.1.5 If 10 hours' interval occurs between signing off and signing on, the time of each day's work shall be computed separately. If the interval be less than 10 hours, the time worked on the second day shall be treated as a continuation of the first day in calculating overtime.
- 6.1.6 All acting time over and above 2 weeks in the higher grade shall be credited to employees covered by clause 6.1
- 6.1.7 Employees working broken shifts, whose starting and finishing times extend beyond a period of 10 hours, shall have the whole of the time outside the period paid for at overtime rates.
- 6.1.8 Where an employee is rostered to work 5 shifts of 7 hours 15 minutes each and is called upon to work on a rostered day off such employee shall be paid at overtime rates for all time worked on such rostered day off.

## **6.2 Rest pauses**

All employees shall be entitled to a rest pause of 10 minutes' duration without deduction of pay to be taken in the first and second half of their daily work.

## **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **7.1 Annual Leave**

- 7.1.1 *Full-time employees* - Every employee, other than a casual employee, covered by this Award shall at the end of each year of their employment be entitled to annual leave on full pay of 4 weeks.
- 7.1.2 Service in the Railways Department shall be taken into consideration when computing annual leave.
- 7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due to them, their ordinary pay for 4 weeks and also their ordinary pay for any public holiday occurring during such period of 4 weeks.
- 7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due to them, an amount equal to 1/12th of the ordinary pay for the period of employment.
- 7.1.5 If a public holiday/s occur during the period of annual leave, or during absence on other leave, for a period not exceeding one month, and in the case of sickness 2 months, and an employee would have been entitled to payment for such public holiday/s (although not worked) if not on leave, such employee notwithstanding that such employee is on leave, shall be entitled to payment for such public holiday/s, or to time off in lieu thereof.
- 7.1.6 An employee, when proceeding on annual leave, shall be paid in advance the amount of their salary or wages for the period of such leave.

### **7.2 Sick leave**

Employees covered by this Award shall be granted sick leave on the same terms and conditions as applied to staff of Queensland Rail.

### **7.3 Family leave**

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

- 7.3.1 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.

7.3.2 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.

## **7.4 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 Long service leave**

Employees covered by this Award shall be granted long service leave on the same terms and conditions as applied to staff of Queensland Rail.

## **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 Where any employee is not worked on a holiday such employee shall be paid a full day's wage at ordinary rate for such day:

Provided that in the event of any of the public holidays specified in clause 7.6 falling on a Saturday employees who ordinarily work a 5 day week i.e., Monday to Friday, shall be paid a half day's wage at ordinary rate for such day.

7.6.6 All time worked on holidays outside the ordinary starting and ceasing times fixed by this Award, or all time in excess of 7.25 hours, if more than 7.25 hours are worked on a holiday where no ordinary starting or ceasing time is fixed by this Award, shall be paid for at double the rate prescribed for such overtime on an ordinary day.

7.6.7 The management committee of the Queensland Railways Institute Inc. shall give employees 2 clear days' notice as to whether a holiday is to be observed or worked, and, if practicable, 3 clear days' notice.

7.6.8 For the purpose of clause 7.6 the following terms shall have the meanings applied to them, viz.:

(a) A "full day's" wage shall mean:

- (i) 8 hours payment in the case of an employee rostered to work 5 days or shifts of 8 hours each per week.
- (ii) 7 hours 12 minutes payment in the case of an employee rostered to work 5 days of 7 hours 12 minutes each and one day of 4 hours per week.
- (iii) 7 hours 15 minutes in the case of clerical and other employees rostered to work 36.25 hours per week provided that in those where such employees are regularly rostered a lesser number of hours per day spread over 6 days per week, then such lesser number of hours.

(b) "Ordinary rate" shall mean the rate of wage or salary prescribed by the various wages and/or salary clauses in the this Award.

(c) "Rate applicable for ordinary time worked" shall mean the "ordinary rate" as defined in clause 7.6.8(b) and in addition such penalty payments as provided for shift work and for work on Saturday as part of the ordinary hours for the week:

### 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 allowances**

Employees who are required to travel to or from their homes to perform work at a place other than at the Queensland Railways Institute, Brisbane, or are required to reside away from their homes whilst so temporarily working away from the Queensland Railways Institute, Brisbane, shall be paid the allowances approved from time to time by the management committee.

## **PART 9 - TRAINING AND RELATED MATTERS**

### **9.1 Training**

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

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

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

NOTE: No provisions inserted in this Award relevant to this Part.

## **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 The 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 Posting of Award**

A copy of this award shall be posted in a conspicuous place in the State Office of the Queensland Railway Institute Inc. where employees can easily read it.

Dated 12 August 2003.

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

Operative Date: 13 October 2003