

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016*

*Queensland Local Government Industry (Stream B) Award – State 2017*

*Matter No. B/2020/40, B/2020/41 and B/2020/43*

**REPRINT OF AWARD UNDER SECTION 980**

**Certification of Reprint**

Following the general ruling made by the Commission in the 2020 State Wage Case, the *Queensland Local Government Industry (Stream B) Award – State 2017* is hereby reprinted, under s 980 of the *Industrial Relations Act 2016*.

I hereby certify that the Award contained herein is a true and correct copy of the Queensland Local Government Industry (Stream B) Award – State 2017 as at 1 September 2020.

**Name of modern award:** *Queensland Local Government Industry (Stream B) Award – State 2017*

**Operative date of the modern award reprint:** 1 September 2020

**Operative date of modern award:** As per clause 2 of the modern award

By the Registrar

M. SHELLEY

1 September 2020

## QUEENSLAND LOCAL GOVERNMENT INDUSTRY (STREAM B) AWARD – STATE 2017

### Structure of Award

The *Queensland Local Government Industry (Stream B) Award – State 2017* is set out in Divisions and Sections as follows:

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The Award covers employers (other than Brisbane City Council) throughout Queensland in the local government industry, as that term is defined in Clause 3 of Division 1 of the Award, and employees of such employers engaged in classifications contained within Sections 1 to 7, inclusive, of Division 2.

## Division 1

### Award Provisions with Common Application

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## **PART 1 - Title and Operation**

### **1. Title**

This Award is known as the *Queensland Local Government Industry (Stream B) Award – State 2017*.

### **2. Operation**

- (a) This Award operates from 1 July 2017.
- (b) The monetary obligations imposed on employers by this Award may be absorbed into overaward payments unless inconsistent with the express terms of an applicable industrial instrument. Nothing in this Award requires an employer to maintain or increase any overaward payment.
- (c) The making of this Award is not intended to result in the reduction of the existing wage or salary level of any employee covered by the Award.

### **3. Definitions and interpretation**

Unless the context otherwise requires, in this Award:

**Act** means the *Industrial Relations Act 2016*

**Australian Qualifications Framework (AQF)** means the national system of recognition for the issue of vocational qualifications

**broken shift** means a shift of work performed by an employee on one day which is broken into not more than 2 periods (excluding rest pauses and meal breaks), where the unpaid break in between such periods is greater than one hour

**Commission** means the Queensland Industrial Relations Commission

**continuous shift work** means work done by employees where the hours of work are regularly rotated in accordance with a shift roster covering a 24 hour per day operation over a 7 day week

**continuous shift worker** means a person who works continuous shift work

**day shift** means any shift worked as part of a non-continuous shift work system or a continuous shift work system which is not an afternoon shift or a night shift

**day work** means a single period of work (excluding a meal break) performed during the spread of ordinary hours which is not part of a non-continuous shift work system or a continuous shift work system

**day worker** means a person who works day work

**employer** means an employer engaged in the local government industry which engages employees in one or more classifications covered by this Award

**local government industry** means all activities undertaken by local governments created pursuant to the *Local Government Act 2009* including activities undertaken by owned or controlled corporations of local governments to the extent that such corporations are declared not to be national system employers

**non-continuous shift work** means work regularly rotated in accordance with a roster which prescribes 2 or more shifts (day, afternoon or night) per day, but does not cover a 24 hour per day operation over a 7 day week (see continuous shift work)

**ordinary hourly rate** shall, unless the context indicates otherwise, mean the ordinary weekly rate prescribed in this Award for a relevant classification of employee divided by the ordinary weekly working hours prescribed by this Award for the same classification of employee

**public holiday** has the same meaning as that provided in Schedule 5 of the Act

**QES** means the Queensland Employment Standards contained in Part 3 of Chapter 2 of the Act

**rostered day off** means a day, other than a scheduled day/s off, on which an employee is not rostered for duty as a result of time accrued under the method of working ordinary hours

**scheduled day off** means:

- for an employee whose ordinary hours of duty are Monday to Friday: Saturday and Sunday
- for an employee whose ordinary hours of duty include a Saturday and/or Sunday: one of the two days each week, or four days each fortnight, that the employee is not rostered for duty. Depending on the working arrangements, a Saturday and/or Sunday may also be a scheduled day off

**shift work** means work performed by an employee on day shift, afternoon shift or night shift, either solely or in any combination thereof, as part of a non-continuous shift work system or a continuous shift work system

**shift worker** means an employee who works shift work

**union**, in this Division, means one of the industrial organisations of employees mentioned in clause 4(c)

#### 4. Coverage

This Award applies to:

- (a) employers (other than Brisbane City Council) throughout Queensland in the local government industry, including those employers declared not to be national system employers and which are listed in Schedule 1 of this Division;
- (b) employees of employers described in clause 4(a) engaged in any of the classifications contained in Sections 1 to 7, inclusive, of Division 2 in this Award or in receipt of a supported wage in accordance with the provisions of Schedule 2 of this Division; and
- (c) the following industrial organisations of employees in accordance with their callings:
  - (i) Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
  - (ii) The Electrical Trades Union of Employees Queensland;
  - (iii) The Australian Workers' Union of Employees, Queensland;
  - (iv) Transport Workers' Union of Australia, Union of Employees (Queensland Branch); and
  - (v) United Voice, Industrial Union of Employees, Queensland,

to the exclusion of any other award.

#### 5. The Queensland Employment Standards and this Award

This Award together with the QES provide for a minimum safety net of enforceable conditions of employment for employees covered by this Award.

## **6. Enterprise flexibility and facilitative award provisions**

### **6.1 Enterprise flexibility**

- (a) As part of a process of improvement in productivity and efficiency, discussion should take place at an enterprise level 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.
- (b) The consultative processes established in an enterprise in accordance with clause 6.1 may provide an appropriate mechanism for consideration of matters relevant to clause 6.1(a). Union delegates at the place of work may be involved in such discussions.
- (c) Any proposed genuine agreement reached between an employer and employees in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 4 of the Act and is to have no force or effect until approval is given.

### **6.2 Procedures to implement facilitative award provisions**

Wherever facilitative provisions appear in this Award which allow for determination of the conditions of employment by agreement between the employer and the union, or the employer and the majority of employees affected, the following procedures shall apply:

- (a) Facilitative award provisions can be negotiated between management and employees who are directly affected by such proposals or between management and the union depending on the particular award provisions.
- (b) Employees may be represented by their local union delegate/s and shall have the right to be represented by their local union official/s.
- (c) Facilitative award provisions can only be implemented by agreement.
- (d) In determining the outcome from facilitative provisions neither party should unreasonably withhold agreement.
- (e) Agreement is defined as obtaining consent of greater than 50% of employees directly affected.
- (f) Where a provision refers to agreement by the majority of employees affected, all employees directly affected shall be consulted. This consultation shall be undertaken where practicable as a group, or in groups. Should the consultation process identify employees with specific concerns which relate to either equity or occupational health and safety issues, such concerns may be catered for on an individual basis subject to operational requirements.
- (g) Any agreement reached must be documented and shall incorporate a review period.

## **PART 2 - Dispute Resolution**

### **7. Dispute resolution**

#### **7.1 Prevention and settlement of disputes - Award matters**

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Award by measures based on the provision of information and explanation, consultation, co-operation and negotiation.

- (b) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (c) In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures shall apply:
  - (i) the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
  - (ii) if the matter is not resolved as per clause 7.1(c)(i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;
  - (iii) if the matter remains unresolved it may be referred to the employer for discussion and appropriate action. This process should not exceed 14 days;
  - (iv) if the matter is not resolved then it may be referred by either party to the Commission.
- (d) Nothing contained in this procedure shall prevent unions or the employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

## **7.2 Prevention and settlement of employee grievances and disputes - other than Award matters**

- (a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- (b) The following procedure applies to all industrial matters within the meaning of the Act:
  - Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to resolve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.
  - Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's representative during the course of Stage 2.
  - Stage 3: If the grievance is still unresolved, the manager will advise the employer and the aggrieved employee may submit the matter in writing to the employer if such employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant union.
- (c) The employer shall ensure that:
  - (i) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
  - (ii) the grievance shall be investigated in a thorough, fair and impartial manner.



- (d) The employer may appoint another person to investigate the grievance or dispute. The employer may consult with the employee representative in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.
- (e) If the matter is notified to the union, the investigator shall also consult with the union during the course of the investigation. The employer shall advise the employee initiating the grievance, the employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.
- (f) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
  - Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.
  - Stage 2: Not to exceed 7 days.
  - Stage 3: Not to exceed 14 days.
- (g) If the grievance or dispute is not settled the matter may be referred to the Commission by the employee or the union.
- (h) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

In addition to the provisions at clauses 8.1, 8.2 and 8.3, which have common application to all employees covered by this Award, specific provisions relevant to each area of local government employment covered by this Award are contained in clause 8 in each Section of Division 2 in this Award.

#### **8.1 Probationary employment**

- (a) Except where the employer and an employee agree to a different period or no period of probation prior to commencement of employment, the engagement of a full-time or part-time employee will in the first instance be subject to a probationary period of three months duration. If a period of probation of longer than three months is agreed, it must:
  - (i) be agreed in writing; and
  - (ii) be a reasonable period having regard to the nature and circumstances of the employment.
- (b) The employer may terminate the employment of an employee who is on probation at any time during the probationary period.
- (c) Where an employee's service is considered satisfactory or where an employee's service exceeds the designated probationary period or agreed extension the employee's appointment will be deemed to be confirmed.

## **8.2 Incidental and peripheral tasks**

- (a) An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training provided that such duties are not designed to promote deskilling.
- (b) An employer may direct an employee to carry out such duties and use such tools, equipment and plant as may be required provided that the employee has been properly trained in the use of such tools, equipment and plant.
- (c) Any direction issued by an employer pursuant to clauses 8.2(a) and (b) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

## **8.3 Anti-discrimination**

- (a) In fulfilling their obligations under this Award, the parties must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects. Discrimination includes:
  - (i) discrimination on the basis of sex, relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality and association with, or in relation to, a person identified on the basis of any of the above attributes;
  - (ii) sexual harassment; and
  - (iii) racial and religious vilification.
- (b) Nothing in clause 8.3 is to be taken to affect:
  - (i) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
  - (ii) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Australian Human Rights Commission/Anti-Discrimination Commission Queensland.

## **9. Termination of employment**

### **9.1 Notice of termination by the employer**

Notice of termination by the employer is provided for in Division 13 of the QES. Clauses 9.2 to 9.6 supplement the QES provisions.

### **9.2 Notice of termination by an employee**

- (a) Unless otherwise agreed between the employer and an employee the notice of termination required by an employee, other than a casual employee and an employee in receipt of a weekly wage rate of \$1,009.50\* or below (or proportionate amount in the case of a part-time employee), will be the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- (b) In the case of an employee in receipt of a weekly wage rate of \$1,009.50\* or below (or proportionate amount in the case of a part-time employee), the period of notice is to be one week or other period agreed between the employer and the employee.

- (c) If an employee fails to give the required notice the employer will 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.

Note:

\*These rates will be adjusted in the same manner as wages or salaries after any State Wage Case decision or other decision of the Commission adjusting minimum wages or salaries.

### **9.3 Notice cannot be offset**

In the absence of mutual agreement between the employer and the employee, annual leave or any part thereof cannot be considered as or nominated as notice for the purpose of giving notice of termination of employment.

### **9.4 Job search entitlement**

Where the employer has given notice of termination to an employee for reasons other than redundancy, the employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

### **9.5 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.

## **10. Redundancy**

### **10.1 Redundancy pay**

Redundancy pay is provided for in Division 13 of the QES. Clauses 10.2 to 10.9 supplement the QES provisions.

### **10.2 Consultation before termination**

- (a) Where an employer decides that the employer no longer wishes the job an employee/s 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/s directly affected and, where relevant, their union/s.
- (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 10.2(a) and shall cover the reasons for the proposed terminations and measures to avoid or minimise the terminations and/or their adverse effects on the employee/s concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employee/s concerned and, where relevant, their union/s, 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.
- (d) Notwithstanding the provision of clause 10.2(c), the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### **10.3 Transfer to lower paid duties**

- (a) Where an employee is transferred to lower paid duties by reason of redundancy 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 the redundancy pay provisions of the QES.
- (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.

### **10.4 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

### **10.5 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must 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 must, at the request of the employer, produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) Clause 10.5 applies instead of clause 9.4 in cases of redundancy.

### **10.6 Transmission of business**

- (a) Where a business is, whether before or after the date of commencement of this Award, transmitted from the 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 clauses 10.6 and 10.7, '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.

### **10.7 Exemption where transmission of business**

The provisions of clause 10.6 are not applicable where a business is, before or after the date of the commencement of this Award, transmitted from the employer (transmittor) to another employer (transmittee) in any of the following circumstances:

- (a) 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
- (b) where the employee rejects an offer of employment with the transmittee:
  - (i) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
  - (ii) 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.

### **10.8 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.

### **10.9 Employees exempted**

Clauses 10.1 to 10.8 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to an employee engaged for a specific period or task/s; or
- (c) to a casual employee; or
- (d) to an employee with less than one year's continuous service, in which case the general obligation on the employer should be no more than to give the relevant employee 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 employee of suitable alternative employment.

## **11. Consultation - Introduction of changes**

### **11.1 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/s.
- (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.

- (c) Where the Award makes provision for alteration of any of the matters referred to in clauses 11.1(a) and (b) an alteration shall be deemed not to have significant effect.

#### **11.2 Employer's duty to consult over change**

- (a) The employer shall consult the employees affected and, where relevant, their union/s 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 ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 11.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union/s, 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.
- (d) Notwithstanding the provision of clause 11.2(c) the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### **PART 4 - Minimum Wage and Salary Levels, Allowances and Related Matters**

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 in this Division (Supported Wage System) apply.)*

#### **12. Classifications and minimum wage and salary levels**

- (a) In addition to the provisions of clause 12(b), which has common application to all employees covered by this Award, specific provisions concerning employee classifications and minimum wage levels relevant to each area of local government employment covered by this Award are contained in clause 12 in each Section of Division 2 in this Award.
- (b) Payment of wages and salaries
  - (i) Unless otherwise agreed between an employer and a majority of its employees, wages and salaries shall be paid weekly or fortnightly and may, at the discretion of the employer, be paid by electronic funds transfer, cash or cheque.
  - (ii) The employer may stipulate the completion day for each pay cycle and payment to employees shall be made not later than three days after the completion of this stipulated pay cycle.
  - (iii) Payment of outstanding wages and other entitlements to an employee who has terminated their employment or had their employment terminated shall be made no later than the second working day after the employee's employment ceases.

#### **13. Allowances**

In addition to the allowances having common application to all employees covered by this Award, which are set out below, specific allowances relevant to each area of local government employment covered by this Award are contained in clause 13 in each Section of Division 2 in this Award.

##### **13.1 Divisional and District parities**

- (a) In addition to the rates of wages set out in each Section of this Award the following weekly amounts shall be paid to all employees employed in the Divisions and Districts referred to hereunder.

<b>Division and District</b>	<b>Per Week \$</b>
Northern Division, Eastern District	1.10
Northern Division, Western District	3.25
Mackay Division	0.95
Southern Division, Western District	1.10

- (b) Divisions:

- (i) 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 from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees 30 minutes of south latitude; then from that latitude due west to the western border of the State.
- (ii) 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 from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees of south latitude; then from that latitude due east to the sea coast; then from the sea-coast northerly to the point of commencement.
- (iii) Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

- (c) Districts:

- (i) 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.

- (ii) Southern Division:

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then from that longitude due north to 25 degrees of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

### **13.2 Motor vehicle allowance**

- (a) Except where a different motor vehicle allowance is prescribed elsewhere in any Section in any Division of this Award, clause 13.2 (motor vehicle allowance) in this Division has application to all employees covered by this Award.
- (b) Subject to clause 13.2(a) where an employer requires an employee to use their own vehicle in or in connection with the performance of their duties, the employee shall be paid an allowance for each kilometre of authorised travel as follows:

- (i) motor vehicle - \$0.80 per kilometre;
- (ii) motorcycle - \$0.27 per kilometre.
- (c) An employer may require an employee to record full details of all such official travel requirements in a log book.
- (d) **Adjustment of motor vehicle allowance**
  - (i) At the time of any adjustment to the wage rates in this Award the motor vehicle allowances at clause 13.2 shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
  - (ii) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index (ABS Cat No. 6401.0)</u>
Motor vehicle allowance (last adjusted 1 September 2019)	Private motoring sub-group

#### **14. Superannuation**

- (a) All local governments and local government entities subject to this Award must comply with superannuation arrangements prescribed in the *Local Government Act 2009* and the *Local Government Regulation 2012*.
- (b) Employers employing persons defined as being "non-contributory members" of the LG Super Scheme pursuant to s 223 of the *Local Government Act 2009* shall, on behalf of such employees, contribute an amount to the LG Super Scheme that the local government or entity must make to avoid being required to pay the superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992* in respect to such employees.
- (c) Where Commonwealth legislation provides for choice of fund rights to employees and an employee fails to elect a superannuation fund to which employer contributions are directed, the employer will direct contributions to such fund as prescribed in the abovementioned Queensland legislation.

### **PART 5 - Hours of Work and Related Matters**

#### **15. Hours of duty**

Provisions concerning hours of duty relevant to each area of local government employment covered by this Award are contained in clause 15 in each Section of Division 2 in this Award.

#### **16. Meal breaks**

Provisions concerning meal breaks relevant to each area of local government employment covered by this Award are contained in clause 16 in each Section of Division 2 in this Award.



## **17. Rest pauses**

Provisions concerning rest pauses relevant to each area of local government employment covered by this Award are contained in clause 17 in each Section of Division 2 in this Award.

## **18. Overtime**

Provisions concerning overtime relevant to each area of local government employment covered by this Award are contained in clause 18 in each Section of Division 2 in this Award.

## **PART 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

Provisions concerning annual leave relevant to each area of local government employment covered by this Award are contained in clause 19 in each Section of Division 2 in this Award.

### **20. Personal leave**

(a) Personal leave is provided for in Division 6 of the QES and covers:

- (i) sick leave;
- (ii) carer's leave;
- (iii) bereavement leave; and
- (iv) cultural leave.

(b) Clauses 20(c) and (d) supplement the QES.

(c) In addition to the provisions of Subdivision 2 of Division 6 of the QES an employee's accumulated sick leave entitlements are preserved when:

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

(d) An employee's sick leave continues to accrue whilst absent from work on paid leave granted by their employer.

### **21. Parental leave**

Parental leave is provided for in Division 8 of the QES and covers:

- (a) birth-related leave for an employee who is pregnant or whose spouse gives birth;
- (b) adoption leave; and
- (c) surrogacy leave.

## **22. Long service leave**

- (a) Long service leave, including for casual employees, is provided for in Division 9 of the QES.
- (b) Portability of long service leave entitlements for local government employees is provided for in Chapter 8, Part 3, Division 2 of the *Local Government Regulation 2012*.

## **23. Public holidays**

Provisions concerning public holidays relevant to each area of local government employment covered by this Award are contained in clause 23 in each Section of Division 2 in this Award.

## **24. Jury service**

Jury service is provided for in Division 12 of the QES.

## **25. Service leave**

- (a) Where:
  - (i) an employee attends camps, courses or schools of Her Majesty's Naval, Military or Air Forces on service leave; and
  - (ii) where the service pay received by such employee is less than the employee's ordinary hourly rate of remuneration as an employee employed by the employer,

the employer shall pay the employee the amount of the difference between the employee's service pay and the employee's ordinary remuneration.

- (b) **Service pay** for the purposes of this clause means and includes all payments received by the employee from Her Majesty's Forces in respect of service, during the period of service leave, on whatever day or days, Monday to Sunday, inclusive, of the week or weeks in question.

## **PART 7 - Union Related Matters**

### **26. Union encouragement**

- (a) The employer parties to this Award recognise the right of, and encourage, individuals to join a union. However, it is also recognised that union membership remains at the discretion of each individual.
- (b) Union representative/s will be provided with the opportunity to discuss union membership with both new and existing employees.

### **27. Union delegates**

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

## **28. Trade union training leave**

Provisions concerning trade union training leave relevant to each area of local government employment covered by this Award are contained in clause 28 in each Section of Division 2 in this Award.

## **29. Right of entry**

- (a) Authorised industrial officer
  - (i) An 'authorised industrial officer' is any union official holding a current authority issued by the Industrial Registrar.
  - (ii) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the union.
- (b) Entry procedure
  - (i) An authorised industrial officer may enter a workplace at which an employer carries on a calling of the officer's organisation, during the employer's business hours, to exercise a power under Chapter 9, Part 1, Division 5, Subdivision 2 of the Act as long as the authorised industrial officer:
    - (A) has notified the employer or the employer's representative of the officer's presence; and
    - (B) produces their authorisation, if required by the employer or the employer's representative.
  - (ii) Clause 29(b)(i) does not apply if, on entering the workplace, the officer discovers that neither the employer nor the employer's representative having charge of the workplace is present.
  - (iii) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
  - (iv) If the authorised industrial officer does not comply with a condition of clause 29(b)(i) the authorised industrial officer may be treated as a trespasser.
- (c) Inspection of records
  - (i) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 344 of the Act.
  - (ii) An authorised industrial officer is entitled to inspect such time and wages records of any current employee except if the employee:
    - (A) is ineligible to become a member of the authorised industrial officer's union; or
    - (B) has made a written request to the employer that they do not want their record inspected.
  - (iii) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.

- (iv) A person must not, by threats or intimidation, persuade or attempt to persuade an employee or prospective employee to make, or refuse to make, a written request to the employer or prospective employer that the record not be available for inspection by an authorised industrial officer.

(d) 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:

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

(e) Conduct

- (i) The employer must not obstruct the authorised industrial officer exercising their right of entry powers.
- (ii) An authorised industrial officer must not wilfully obstruct the employer, or an employee during the employee's working time.

*Note: Clause 29 - Right of entry, deals with comparable provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to Chapter 9, Part 1, Division 5 of the Act as amended from time to time.*

## **PART 8 - Transfers, Travelling, Working Away, Camps and Equipment**

There are no provisions with common application. Any provisions concerning transfers, travelling, working away, camps and equipment are contained under Part 8 in each Section of Division 2.

## **PART 9 - Training and Related Matters**

There are no provisions with common application. Any provisions concerning training and related matters are contained under Part 9 in each Section of Division 2.

**Division 1 - Schedule 1 - Employers declared not to be national system employers**

Local Government Superannuation Scheme ABN 23 053 121 564 established under the *Local Government Act 2009* for a local government purpose.

Entity	Relevant local government/s
Central Queensland Local Government Association Inc. ABN 34 593 816 745	Banana Shire Council, Central Highlands Regional Council, Gladstone Regional Council, Isaac Regional Council, and Rockhampton Regional Council
Central Western Queensland Remote Area Planning and Development Board (trading as Central Western Queensland Remote Area Planning and Development Board) ACN 057 968 653 and ABN 76 057 968 653	Barcaldine Regional Council, Barcoo Shire Council, Blackall-Tambo Regional Council, Boulia Shire Council, Diamantina Shire Council, Longreach Regional Council, and Winton Shire Council
Council of Mayors (SEQ) (trading as Council of Mayors (SEQ), and other names) ABN 64 998 531 528	Brisbane City, Gold Coast City, Logan City, Lockyer Valley Regional, Redland City, Scenic Rim Regional, Somerset Regional, Sunshine Coast Regional, and Toowoomba Regional Councils
Burdekin Cultural Complex Board Inc. (trading as Burdekin Cultural Complex Board Inc.) ABN 38 161 809 872	Burdekin Shire Council
Gulf Savannah Development Inc. (trading as Gulf Savannah Development, and as Gulf Savannah Tourism) ABN 69 956 728 660	Burke, Carpentaria, Croydon and Etheridge Shire Councils
Cairns Regional Gallery Limited ACN 062 537 259 and ABN 45 062 537 259	Cairns Regional Council
Far North Queensland Regional Organisation of Councils (trading as Far North Queensland Regional Organisation of Councils) ABN 52 034 736 962	Cairns Regional Council, Cassowary Coast Regional Council, Cooktown Shire Council, Hinchinbrook Shire Council, Tablelands Regional Council, Yarrabah Aboriginal Shire Council, and Wujal Wujal Aboriginal Shire Council
The trustee for the Cairns Regional Gallery Arts Trust (trading as Cairns Regional Gallery Foundation Ltd) ABN 42 114 461 772	Cairns Regional Council
Quad Park Corporation Pty Ltd CAN 127 704 947 and ABN 31 127 704 947	Sunshine Coast Regional Council
Hervey Bay (Community Fund) Limited ACN 120 350 469	Fraser Coast Regional Council
Hervey Bay (Cultural Fund) Limited ACN 120 350 405	Fraser Coast Regional Council
Wide Bay Water Corporation ABN 98 380 729 010	Fraser Coast Regional Council
The Brolga Theatre Board Inc. (trading as The Brolga Theatre and Convention Centre) ABN 75 529 942 824	Fraser Coast Regional Council

Queensland Local Government Industry (Stream B) Award – State 2017

<b>Entity</b>	<b>Relevant local government/s</b>
Widelinx Pty Ltd ACN 113 136 824 and ABN 76 113 136 824	Fraser Coast Regional Council
CITIPAC International Pty Ltd ACN 011 028 649	Gold Coast City Council
Gold Coast Arts Centre Pty Ltd (trading as Gold Coast Arts Centre Pty Ltd) ACN 060 787 466 and ABN 85 060 787 466	Gold Coast City Council
Surfers Paradise Alliance Ltd ACN 097 068 285 and ABN 19 097 068 285	Gold Coast City Council
Ipswich City Council (trading as Ipswich Arts Foundation) ABN 61 461 981 077	Ipswich City Council
Ipswich City Enterprises Investments Pty Ltd (trading as Ipswich City Enterprises Investments Pty Ltd) ACN 127 862 515 and ABN 42 127 862 515	Ipswich City Council
Ipswich City Enterprises Pty Ltd (trading as Ipswich City Enterprises Pty Ltd) ACN 095 487 086 and ABN 88 095 487 086	Ipswich City Council
The trustee for Ipswich Arts Foundation Trust ABN 75 833 582 216	Ipswich City Council
Lockhart River Aerodrome Company Pty Ltd (Lockhart River Aerodrome Company Pty Ltd) ACN 061 972 978 and ABN 95 061 972 978	Lockhart River Aboriginal Shire Council
Outback @ Isa Pty Ltd (trading as Outback@Isa) ACN 31 104 362 718 and ABN 104 362 718	Mount Isa City Council
Rodeo Capital Pty Ltd (trading as Buchanan Park Facilities Management) ACN 125 659 510 and ABN 89 125 659 510	Mount Isa City Council
Palm Island Community Company Ltd ACN 126 800 682 and ABN 64 126 800 682	Palm Island Aboriginal Shire Council
Edward River Crocodile Farm Pty Limited (trading as Edward River Crocodile Farm) ACN 008 502 270 and ABN 90 008 502 270	Pormpuraaw Aboriginal Shire Council
Poruma Island Pty Ltd ACN 098 641 162 and ABN 88 098 641 162	Torres Strait Island Regional Council
Kronosaurus Korner Board Inc. (trading as Kronosaurus Korner) ABN 29 088 101 544	Richmond Shire Council
The trustee for Boonah and District Art Gallery and Library Trust Gift Fund (trading as Boonah and District Art Gallery and Library Trust Gift Fund) ABN 92 719 264 297	Scenic Rim Regional Council
The trustee for the Boonah District Performing Arts Centre (trading as Boonah and District Performing Arts Centre Trust) ABN 35 930 584 358	Scenic Rim Regional Council
Caloundra City Enterprises Pty Ltd ACN 127 655 136 and ABN 39 127 655 136	Sunshine Coast Regional Council
Sunshine Coast Events Centre Pty Ltd (trading as Caloundra Civic Cultural Centre) ACN 127 655 510 and ABN 38 127 655 510	Sunshine Coast Regional Council
Warwick Tourism and Events Pty Ltd ACN 105 787 246 and ABN 52 105 787 246	Southern Downs Regional Council

Queensland Local Government Industry (Stream B) Award – State 2017

Entity	Relevant local government/s
Empire Theatres Pty Ltd ACN 086 482 288 and ABN 83 086 482 288	Toowoomba Regional Council
The trustee for Empire Theatres Foundation (trading as Empire Theatres Foundation) ABN 69 130 487 365	Toowoomba Regional Council
The trustee for Townsville Cemetery Trust (trading as Townsville & Thuringowa Cemetery Trust) ABN 72 096 373 559	Townsville City Council
Waltzing Matilda Centre Ltd (trading as Waltzing Matilda Centre) ACN 34 086 051 078 and ABN 34 086 051 078	Winton Shire Council
Woorabinda Pastoral Company Pty Limited ACN 011 072 450 and ABN 17 011 072 450	Woorabinda Aboriginal Shire Council

## Division 1 - Schedule 2 - Supported Wage System

This Schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the supported wage system.

**Definitions** - In this Schedule:

**approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

**assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), or any successor to that scheme

**relevant minimum wage** means the minimum wage prescribed in this Award for the class of work for which an employee is engaged

**supported wage system (sws)** means the Commonwealth Government system to promote employment for people who cannot work at full Award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)

**sws wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

### Eligibility criteria

- (a) Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity, and who meet the impairment criteria for receipt of a disability support pension.
- (b) This Schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of the *Workers' Compensation and Rehabilitation Act 2003*.

### Supported wage rates

- (a) Employees to whom this Schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following Table and Note:

Assessed capacity (see below)	Relevant minimum wage*
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

\*Note: The minimum amount payable to an employee receiving a supported wage must not be less than \$89 per week.



- (b) Where an employee's assessed capacity is 10%, the employee must receive a high degree of assistance and support.

### **Assessment of capacity**

- (a) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the sws by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.
- (b) All assessments made under this Schedule must be documented in a sws wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

### **Review of assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the sws.

### **Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this Schedule will be entitled to the same terms and conditions of employment as other workers covered by this Award on a *pro rata* basis.

### **Workplace adjustment**

If the employer wishes to employ a person under the provisions of this Schedule it must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation.

### **Trial period**

- (a) In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (b) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- (c) The minimum amount payable to the employee during the trial period must be no less than the amount recorded in the Note under the Table (above).
- (d) Work trials should include induction or training as appropriate to the job being trialled.
- (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment (see **assessment of capacity** - above).

## **Division 2**

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## Division 2 - Section 1

### Aged Care Services (Other than Nursing)

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## **PART 1 - Title and Operation**

### **1. Title**

See clause 1 of Division 1.

### **2. Operation**

See clause 2 of Division 1 - Provisions with common application.

### **3. Definitions and interpretation**

(a) Definitions with common application are contained in clause 3 of Division 1.

(b) In this Section, unless the context otherwise requires:

**afternoon shift** means a shift where the greater part of the hours worked fall between 1600 and 2200

**cook** means an employee who is employed substantially in the cooking and/or preparation of food. An employee engaged in cooking eggs or making toast, tea, coffee or similar drinks shall not be considered to be performing the work of a cook

**night shift** means a shift where the greater part of the hours worked fall between 2200 and 0800

**union** means the following industrial organisations of employees in accordance with their callings:

- The Australian Workers' Union of Employees, Queensland; or
- United Voice, Industrial Union of Employees, Queensland

### **4. Coverage**

(a) See clause 4 of Division 1 - Provisions with common application.

(b) This Section covers local government employees engaged in the provision of aged care services (other than Nursing).

### **5. The Queensland Employment Standards and this Award**

See clause 5 of Division 1 - Provisions with common application.

### **6. Enterprise flexibility and facilitative award provisions**

See clause 6 of Division 1 - Provisions with common application.

## **PART 2 - Dispute Resolution**

### **7. Dispute resolution**

See clause 7 of Division 1 - Provisions with common application.

## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

- (a) See clause 8 of Division 1 – Provisions with common application. In addition to the provisions with common application the provisions at clause 8(b) and clauses 8.1 to 8.3 below also apply.
- (b) An aged care services employee may be employed on a full-time, part-time or casual basis. Employees shall be advised in writing of their employment category and wage level upon engagement.

#### **8.1 Full-time employment**

A full-time aged care services employee is one who is engaged to work an average of 38 ordinary hours per week as prescribed in clause 15 of this Section.

#### **8.2 Part-time employment**

- (a) A part-time aged care services employee is an employee who:
  - (i) is engaged to work for more than 10 hours but not more than 38 hours per week; and
  - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification, with a minimum payment as for 3 hours' work for each day worked.
- (c)
  - (i) By mutual agreement with their employer, a part-time employee may elect to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hours so worked are to be taken into account in the *pro rata* calculation of all leave and other entitlements.
  - (ii) Any such additional hours are to be treated as follows:
    - (A) day workers - additional hours worked within the spread of ordinary hours prescribed in clause 15.3 are to be paid for at the ordinary hourly rate;
    - (B) shift workers - to be paid for at the ordinary hourly rate, plus the applicable shift allowance.
- (d) All time worked in excess of the agreed hours or outside the spread of ordinary hours prescribed in clause 15.3 shall be paid at the appropriate overtime rate.

#### **8.3 Casual employment**

- (a) A casual aged care services employee is one engaged and paid as such for not more than 32 hours in any one week.

- (b) Except where otherwise provided, a casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (c) For each ordinary hour worked a casual employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification plus a casual loading of 23%.
- (d) Each casual engagement stands alone with a minimum payment as for:
  - (i) 3 hours' work on each occasion; or
  - (ii) 2 hours' work on each occasion with a minimum of 12 hours payment in any one week.
- (e) Casual employees shall be entitled to receive overtime, weekend penalties and public holiday penalty payments in accordance with the terms of this Section.
- (f) The long service leave entitlement of casual employees is prescribed in clause 22.

## 9. Termination of employment

See clause 9 of Division 1 - Provisions with common application.

## 10. Redundancy

See clause 10 of Division 1 - Provisions with common application.

## 11. Consultation - Introduction of changes

See clause 11 of Division 1 - Provisions with common application.

# PART 4 - Minimum Wage and Salary Levels, Allowances and Related Matters

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 in Division 1 (Supported Wage System) apply.)*

## 12. Classifications and minimum wage and salary levels

See clause 12 of Division 1 - Provisions with common application. In addition to the provisions with common application the provisions at clauses 12.1 to 12.3 below also apply.

### 12.1 Classification structure

Employees covered by this Section are to be classified into an appropriate classification and level in accordance with the classification structure in the table below with minimum wage and salary levels for employees 18 years of age and above to be as set out:

Classification	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
All employees other than Cook and Chief cook	846.50
Cook	892.50
Chief cook	905.50

Notes:

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2020 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest \$0.50.

**12.2 Junior rates**

- (a) The minimum wage rate payable to a junior aged care services employee shall be as follows:

Age of employee	% of minimum Adult rate
under 18 years of age	65
18 years of age and over	100

- (b) Junior rates shall be calculated to the nearest \$0.10.

**12.3 Mixed functions**

An employee who is required to perform duties at a higher level than their usual classification/wage level shall be paid as follows:

- (a) if required to work for more than 4 hours on any day - at the rate applicable to such higher level for the whole of that day;
- (b) if required to work 4 hours or less on any day - at the rate applicable to such higher level for 4 hours.

**13. Allowances**

In addition to the allowances prescribed in clause 13 of Division 1 - Provisions with common application, clauses 13.1 to 13.7 below apply to employees covered by this Section.

**13.1 Availability allowance**

A nursing employee or other employee working in an aged care facility operated by a local government, who is required to remain on the employer's premises and be available for duty during their meal break shall be paid an additional amount of \$12.28 per shift.

**13.2 Divisional and District parities**

See clause 13.1 of Division 1 - Provisions with common application.

**13.3 Late work allowance**

An employee who works ordinary hours between 1800 and 2200 Monday to Friday, inclusive, shall be paid \$2.15 per hour so worked. This allowance shall not be paid when an employee is entitled to receive the weekend or public holiday penalty rates prescribed in clause 15.4 or the shift allowances prescribed in clause 15.5.

**13.4 Overtime meal allowance**

- (a) Where an employee is called upon to work more than one hour before their ordinary commencing time or after their ordinary ceasing time, they shall be supplied with a meal by the employer or shall be paid \$13.45 in lieu thereof, and shall be allowed 30 minutes in the employer's time for such meal.
- (b) Where an employee has provided themselves with a meal because of receipt of notice of a requirement to work overtime and such overtime is cancelled or ceases before one hour, they shall be entitled an allowance of \$13.45 for each meal so provided.



### 13.5 Supervisory allowance

An employee directed by the employer to control staff shall be paid an additional allowance as follows:

No. of staff supervised	Per Week Extra \$
1 - 5 employees	18.95
6 - 10 employees	24.65
11 or more employees	31.55

### 13.6 Uniforms and laundry allowance

- (a) Where an employee is required to wear a uniform or any other distinctive type of clothing, such uniform or clothing shall be supplied, maintained, and laundered at the employer's expense, and shall remain the property of the employer.
- (b) Where uniforms or clothing are not supplied or laundered by the employer, the following allowances shall be paid:
  - (i) An employee who supplies their own uniforms or clothing shall receive an allowance at the rate of \$159 per annum, which shall be paid on a *pro rata* basis each pay day;
  - (ii) An employee required to launder their own uniforms or clothing shall be paid an additional \$1.85 per week.

### 13.7 Adjustment of monetary allowances

- (a) The allowances specified in clauses 13.1 (availability allowance), 13.3 (late work allowance) and 13.5 (supervisory allowance), shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.4 (overtime meal allowance) and 13.6 (uniforms and laundry allowance), respectively, shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> (ABS Cat No. 6401.0 - Table 7)
Overtime meal allowance (last adjusted 1 September 2020)	Take-away and fast foods sub-group
Uniforms and laundry allowance (last adjusted 1 September 2014)	Clothing and footwear group

## 14. Superannuation

See clause 14 of Division 1 - Provisions with common application.

## PART 5 - Hours of Work and Related Matters

### 15. Hours of duty

### **15.1 Ordinary hours of duty**

- (a) Subject to the provisions of clause 15.1, the ordinary hours of duty for employees covered by this Section shall be an average of 38 hours per week, with a maximum of 10 hours per day to be worked on one of the following bases:
  - (i) 38 ordinary hours within a work cycle not exceeding 7 consecutive days; or
  - (ii) 76 ordinary hours within a work cycle not exceeding 14 consecutive days; or
  - (iii) 114 ordinary hours within a work cycle not exceeding 21 consecutive days; or
  - (iv) 152 ordinary hours within a work cycle not exceeding 28 consecutive days; or
  - (v) any other arrangement mutually agreed between the employer and the affected employee or employees, provided that the ordinary hours do not exceed an average of 38 hours.
- (b) Different methods of working a 38 hour week may apply to individual employees, groups or sections of employees in each location concerned.
- (c) The method of working a 38 hour week may be altered by the employer after giving seven days' notice or such shorter period as may be mutually agreed upon between the employer and the majority of affected employees. Prior to that alteration the employer shall consult with the employees affected.
- (d) Where the employer requires it, employees shall commence their ordinary hours and rest pauses at different times to ensure continuity of service.
- (e) The ordinary starting and finishing times may be altered to suit geographic, safety, climatic or traffic conditions by the employer with the agreement of the majority of employees concerned. Any such altered starting and finishing time will not invoke any penalty payment that would not be payable if the Award spread of hours was observed.
- (f) Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.
- (g)
  - (i) Where the arrangement of ordinary hours of work provides for a rostered day off, the employer and an individual employee and/or the majority of employees concerned may agree to accrue up to a maximum of five rostered days off. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
  - (ii) Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued.

### **15.2 Shift work arrangements**

- (a) An employer may require specific work to be performed on the basis of shift work.
- (b) All full-time employees' and part-time employees' rosters will provide for any one of the following combinations of days free from rostered work (known as scheduled days off) in each fortnight:
  - (i) two periods comprising two days each;
  - (ii) three consecutive days and one stand-alone day;

- (iii) one period of four consecutive days; or
  - (iv) if requested in writing by the employee and agreed to by the employer, an amendment of any of the above combinations so as to enable two stand-alone days free from rostered work.
- (c) Prior to implementing a system of shift work, consultation shall take place between the employer and the affected employees.
  - (d) The ordinary working hours of shift workers shall be inclusive of a paid crib break of not less than 30 minutes duration.
  - (e) A roster setting out the employees' days of duty and starting and finishing times on such days shall either be displayed in a convenient place or made available electronically to employees at least one work cycle in advance.
  - (f) Subject to clauses 15.2(g) and (h), a shift shall consist of not more than 10 hours inclusive of crib time.
  - (g) In any arrangement of ordinary working hours where the ordinary hours of duty are to exceed 8 hours on any shift, the arrangement of hours shall be subject to agreement between the employer and the affected employees.
  - (h) Except at the regular changeover of shifts, an employee shall not be required to work more than one shift in each 24 hours.

### **15.3 Spread of ordinary hours of duty - day workers**

The spread of ordinary hours for day workers shall be 0600 to 2200 Monday to Sunday.

### **15.4 Payment for working ordinary hours - day workers**

All ordinary hours of duty performed by a day worker within the ordinary spread of hours prescribed in clause 15.3 shall be paid for as follows:

- (a) Monday to Friday - ordinary time, subject to the provisions of clause 13.3;
- (b) between 0000 and 2400 on a Saturday - time and one-half;
- (c) between 0000 and 2400 on a Sunday - time and one-half; and
- (d) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 23.1.

### **15.5 Payment for working ordinary hours - shift workers**

- (a) An employee who works ordinary duty on an afternoon shift or night shift between 0000 Monday and 2400 Friday is to be paid an additional allowance of:
  - (i) 12.5% per afternoon shift worked;
  - (ii) 15% per night shift worked.
- (b) All ordinary hours of duty worked by a shift worker on a weekend or a public holiday shall be paid for as follows:

- (i) between 0000 and 2400 on a Saturday - time and one-half;
- (ii) between 0000 and 2400 on a Sunday - time and one-half; and
- (iii) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 23.1.

## **16. Meal breaks**

- (a) All employees shall be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes to be taken between the fourth and sixth hour after the ordinary starting time each day at times convenient to maintain the continuity of work.
- (b) All work performed during the recognised meal break shall be paid for at double time, with such payment to continue until a meal break is taken.

## **17. Rest pauses**

- (a) All employees shall be entitled to a rest pause of 10 minutes duration in the employer's time in the first and second half of the working day. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.
- (b) Having regard to employee's health and welfare, as well as taking into account peak periods of workload, the employer may determine that the rest pauses may be combined into one 20 minute rest pause, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into three approximately equal working periods.

## **18. Overtime**

### **18.1 Overtime - general**

An employer may require an employee to work reasonable overtime at overtime rates.

### **18.2 Payment for overtime - day workers**

Except as provided elsewhere in clauses 15 and 18:

- (a) All authorised overtime worked by an employee in excess of their ordinary daily hours of duty or outside their spread of ordinary working hours on a Monday to Friday, inclusive, shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter.
- (b) All authorised overtime worked by an employee on their first scheduled day off or a rostered day off shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum payment as for 2 hours' work.
- (c) All authorised overtime worked by an employee on a Saturday shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum payment as for 2 hours' work.
- (d) All authorised overtime worked by an employee on their second scheduled day off or on a Sunday shall be paid at the rate of double time with a minimum payment as for 2 hours' work.
- (e) All authorised overtime worked by an employee on a public holiday shall be paid at the rate prescribed in clause 23.1.

- (f) The minimum payments provided in clauses 18.2(b), (c) and (d) shall not apply where such overtime is performed immediately preceding or following ordinary hours.

### **18.3 Payment for overtime - shift workers**

- (a) Subject to clause 18.3(b), all shift workers are to be paid for all overtime at the rate of double time.
- (b) All authorised overtime worked by a shift worker on a public holiday shall be paid at the rate prescribed in clause 23.1.

### **18.4 Time off in lieu (TOIL)**

- (a) In lieu of the provisions of clause 18.2 and 18.3, and subject to mutual agreement in writing between the employer and an employee, an employee who works overtime on any day may be granted time off in lieu of overtime (TOIL) worked equivalent to the number of ordinary hours pay that the employee would have received for such overtime.
- (b) Such TOIL must be taken within twelve months from the date of accrual and at a time mutually agreed between the employee and the employer. Outstanding TOIL shall be paid at the appropriate rate in full at the time of cessation of employment.

### **18.5 Fatigue leave/rest period after overtime**

- (a) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that 10 consecutive hours off duty has not occurred shall be released after completion of such overtime until 10 consecutive hours off duty occur without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the employer, an employee resumes or continues ordinary work without having had 10 consecutive hours off duty the employee shall be paid double rates until released from duty and shall then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.
- (c) The provisions of clause 18.5 shall apply to shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:
  - (i) for the purposes of changing shift rosters; or
  - (ii) when a shift worker does not report for duty; or
  - (iii) where a shift is worked by arrangement between the employees themselves.

## **PART 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

Annual leave is provided for in Division 5 of the QES. Clauses 19.1 and 19.2 supplement the QES.

#### **19.1 Period of annual leave**

In lieu of the requirements prescribed at Sections 31(1)(b) and (6) of the Act, a continuous shift worker covered by this Section shall be entitled to 5 weeks annual leave.

## **19.2 Payment for annual leave**

- (a) Subject to clause 19.2(c) an employee (other than a casual employee or a shift worker) proceeding on annual leave is entitled to receive the following payments:
- (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave; and
  - (ii) a further amount equal to 17.5% of the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave.
- (b) Subject to clauses 19.2(c) a shift worker proceeding on annual leave is entitled to receive the following payment:
- (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave calculated according to the employee's roster or projected roster including shift, weekend or public holiday penalties; or
  - (ii) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave plus a further amount equal to 17.5% of the salary being paid to the employee immediately before the employee takes the leave for the period of such leave, excluding any shift, weekend or public holiday penalties,
- whichever is the higher.
- (c) The supervisor allowance prescribed in clause 13.5 and payable for ordinary time worked shall be included in the wage rate used for calculating an employee's annual leave payment as set out in clauses 19.2(a) and (b).

## **20. Personal leave**

See clause 20 of Division 1 - Provisions with common application.

## **21. Parental leave**

See clause 21 of Division 1 - Provisions with common application.

## **22. Long service leave**

See clause 22 of Division 1 - Provisions with common application.

## **23. Public holidays**

Public holidays are provided for in Division 10 of the QES. Clauses 23.1 and 23.2 supplement the QES provisions.

### **23.1 Payment for work on a public holiday**

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
- (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;

- (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) An employee who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clauses 18.2 or 18.3, as the case may be.
- (c) A casual employee who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payment provided in clauses 23.1(a) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.

### **23.2 Substitution**

- (a) Subject to statutory limitations (such as the time work may not be performed on Anzac Day) where there is agreement between the employer and an employee or employees, another ordinary working day may be substituted for a public holiday.
- (b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.

### **23.3 Rostered day off on a public holiday**

An employee (other than a casual employee) whose rostered day off duty falls on a public holiday shall be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the employee.

## **24. Jury service**

See clause 24 of Division 1 - Provisions with common application.

## **25. Service leave**

See clause 25 of Division 1 - Provisions with common application.

## **PART 7 - Union Related Matters**

### **26. Union encouragement**

See clause 26 of Division 1 - Provisions with common application.

### **27. Union delegates**

See clause 27 of Division 1 - Provisions with common application.

### **28. Trade union training leave**

- (a) Subject to the conditions set out in clause 28(d), upon written application by an employee to an employer, such application being endorsed by the relevant union and giving to the employer at least one month's notice, the employee shall be granted up to five working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the union or specific training courses approved and accredited by the union.

- (b) Other courses mutually agreed between the union and an employer may be included under clause 28.
- (c) For the purposes of clause 28(a), **ordinary pay** shall mean at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.
- (d) The granting of such leave shall be subject to the following conditions:
  - (i) An employee must have at least 12 months' uninterrupted service with an employer prior to such leave being granted.
  - (ii) This clause shall not apply to an employer with less than 8 full-time employees covered by this Section.
  - (iii) The maximum number of employees under this Section from any one place of employment of the employer attending a course or seminar in each calendar year will be as follows:
    - (A) where the employer employs between 8 and 29 employees 1
    - (B) where the employer employs between 30 and 49 employees 2
    - (C) where the employer employs 50 or more employees 3
  - (iv) The granting of such leave shall be subject to the convenience of the employer and so that the operations of the employer will not be unduly affected.
  - (v) The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the employer's operations.
  - (vi) Leave granted to attend courses will not incur additional payment if such course coincides with the employee's rostered day off in 38 hour week working arrangements or with any other concessional leave.
- (e) In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- (f) Paid trade union training leave will not affect other leave granted to employees under this Award.

## 29. Right of entry

See clause 29 of Division 1 - Provisions with common application.

## PART 8 - Transfers, Travelling, Working Away, Camps and Equipment

There are no provisions in Section 1 of Division 2 concerning transfers, travelling, working away, camps or equipment.

## PART 9 - Training and Related Matters

### 30. Training

- (a) A training program commensurate with the needs of the establishment shall be developed by consultation between the employer and aged care services employees consistent with:



- (i) the current and future skill needs of the enterprise;
  - (ii) the size, structure and nature of the operations of the enterprise;
  - (iii) the need to develop vocational skills relevant to the enterprise and the industry and will be, where appropriate, provided through courses conducted by accredited educational institutions and providers, accredited industry training courses, and internal training.
- (b) A training program developed in accordance with clause 30(a) will have objectives consistent with:
- (i) developing a more highly skilled and flexible workforce;
  - (ii) providing employees with career opportunities through appropriate training; and
  - (iii) meeting the needs of an enterprise and/or the industry.
- (c) Where it is agreed between the employer and an employee that training in accordance with the program developed pursuant to clause 30(a) should be undertaken by an employee, that training may be undertaken either on or off the job. If the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay.
- (d) (i) Any costs associated with such training, including standard fees for prescribed courses, and prescribed textbooks, incurred in connection with the undertaking of training may be reimbursed by the employer upon production of evidence of expenditure.
- (ii) Reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress and/or completion of the course.
- (e) Travel costs incurred by an employee undertaking training in accordance with clause 30 which exceed those normally incurred in travelling to and from work may be reimbursed by the employer.

### **31. Conference leave**

Time off without loss of salary or annual leave may be granted by an employer to an employee to attend approved seminars and/or annual conferences of any recognised institute or other body deemed relevant.

## Division 2 - Section 2

# Community Policing Services

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## **PART 1 - Title and Operation**

### **1. Title**

See clause 1 of Division 1.

### **2. Operation**

See clause 2 of Division 1 - Provisions with common application.

### **3. Definitions and interpretation**

(a) Definitions with common application are contained in clause 3 of Division 1.

(b) In this Section, unless the context otherwise requires:

**afternoon shift** means any shift finishing after 1800 and at or before 2400

**Community Police Officer** means an employee who is appointed by a local government to carry out a function under the *Aboriginal and Torres Strait Islander Communities (Justice, Land and Other Matters) Act 1984* and who is responsible for maintaining peace and good order in accordance with by-laws enacted pursuant to such legislation. A Community Police Officer may be required to perform such other duties as determined from time to time by their employer

**Community Police Officer Grade 1** means an employee appointed as such by the employer whose skills and responsibilities exceed those of a Community Police Officer (Base Grade), having regard to the size of the community, special duties required of the position and levels of supervision received

**Community Police Officer-In-Charge** means a Community Police Officer appointed as such who:

- has completed a recognised Police Training Course; and
- has performed a minimum of 4 years' service as a Community Police Officer; and
- has the responsibility for supervision of Community Police Officers

**night shift** means any shift finishing after 2400 and at or before 0800 or any shift commencing at or after 0000 and before 0530

**union** means the following industrial organisation of employees in accordance with its callings:

- The Australian Workers' Union of Employees, Queensland

### **4. Coverage**

(a) See clause 4 of Division 1 - Provisions with common application.

(b) This Section covers local government employees engaged in the provision of community policing services.

### **5. The Queensland Employment Standards and this Award**

See clause 5 of Division 1 - Provisions with common application.

### **6. Enterprise flexibility and facilitative award provisions**

See clause 6 of Division 1 - Provisions with common application.

## **PART 2 - Dispute Resolution**

### **7. Dispute resolution**

See clause 7 of Division 1 - Provisions with common application.

## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

- (a) See clause 8 of Division 1 - Provisions with common application. In addition to the provisions with common application the provisions at clause 8(b) and clauses 8.1 and 8.2 below also apply.
- (b) A community police officer may be engaged on a full-time or casual basis.

#### **8.1 Full-time employment**

A full-time community police officer is one who is engaged to work 38 ordinary hours per week as prescribed in clause 15 of this Section.

#### **8.2 Casual employment**

A casual community police officer is one who is engaged and paid as such and who:

- (a) is to be paid no less than 1/38<sup>th</sup> of the minimum weekly rate for their classification for each ordinary hour worked plus a casual loading of 23%; and
- (b) except where otherwise provided, is entitled to receive, on a *pro rata* basis, the same salary and conditions of employment (including allowances, leave entitlements and public holiday provisions as prescribed in this award) to those of an equivalent full-time employee who performs the same kind of work; and
- (c) is paid a minimum as for one hour's work each engagement.

### **9. Termination of employment**

See clause 9 of Division 1 - Provisions with common application.

### **10. Redundancy**

See clause 10 of Division 1 - Provisions with common application.

### **11. Consultation - Introduction of changes**

See clause 11 of Division 1 - Provisions with common application.

## **PART 4 – Minimum Wage and Salary Levels, Allowances and Related Matters**

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 in Division 1 (Supported Wage System) apply.)*

### **12. Classifications and minimum wage and salary levels**

- (a) See clause 12 of Division 1 – Provisions with common application.
- (b) Employees covered by this Section are to be paid the appropriate minimum wage/salary level as set out in the table below:

Classification Level	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
Community Police Officer-In-Charge (with 9 or more employees)	930.00
Community Police Officer-In-Charge (with less than 9 employees)	892.50
Community Police Officer (Grade 1)	871.00
Community Police Officer <sup>3</sup>	846.50

Notes:

- <sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2020 Declaration of General Ruling.
- <sup>2</sup> Rounded to the nearest \$0.50.
- <sup>3</sup> As a result of translation to this wage level, Community Police Officers are to be paid an additional \$3.40 per week (which shall be adjusted by General Rulings and rounded to the nearest \$0.10.)

### 13. Allowances

In addition to the allowances prescribed in clause 13 of Division 1 - Provisions with common application, clauses 13.1 to 13.4 below also apply to employees covered by this Section.

#### 13.1 Divisional and District parities

See clause 13.1 of Division 1 - Provisions with common application.

#### 13.2 First-aid allowance

Where an employer appoints an employee who holds an appropriate first-aid certificate as a first-aid attendant the employee shall be paid an additional \$18.40 per week in which the employee works three days or more.

#### 13.3 Overtime meal allowance

An employee required to work overtime for more than one hour shall be paid \$13.45 for each meal between their ordinary ceasing time and the completion of overtime worked.

#### 13.4 Adjustment of monetary allowances

- (a) The first-aid allowance prescribed at clause 13.2 shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) At the time of any adjustment to the wage rates in this Award the expense related allowance at clause 13.3 (overtime meal allowance) shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

Allowance

Eight Capitals Consumer Price Index  
(ABS Cat No. 6401.0 - Table 7)

Overtime meal allowance  
(last adjusted 1 September 2020)

Take-away and fast foods sub-group

## 14. Superannuation

See clause 14 of Division 1 - Provisions with common application.

## PART 5 - Hours of Work and Related Matters

### 15. Hours of duty

#### 15.1 Hours of duty - day workers

- (a) The ordinary working hours of employees shall be an average of 38 hours per week and shall not exceed 152 hours within a work cycle not exceeding 28 consecutive days.
- (b) Such ordinary hours of work shall be worked Monday to Sunday inclusive and shall be determined by the employer after consultation with the employees concerned.

#### 15.2 Hours of duty - shift workers

- (a) The ordinary working hours of employees shall be an average of 38 hours per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days.
- (b) Where broken shifts are worked there shall not be more than 16 hours between the starting and finishing time on any one day.

#### 15.3 Shift work arrangements

- (a) Shift work shall be worked by employees as required by the employer in accordance with a roster established in consultation with the Community Police Officer-In-Charge.
- (b) Employees shall be notified one week in advance of the roster. However, in emergent circumstances, the roster may be changed without notice.

#### 15.4 Afternoon and night shift allowances

- (a) An employee engaged on an afternoon shift or a night shift, as established pursuant to clause 15.3(a), shall be paid an additional allowance for each ordinary hour worked on such shift as follows:
  - (i) afternoon shift - 12.5%
  - (ii) night shift - 15%.
- (b) The allowances prescribed in clause 15.4(a) shall not apply to shift work performed between midnight on Friday and midnight on Sunday when the payment prescribed in clause 15.5 shall apply.

#### 15.5 Weekend penalty rates

All ordinary time worked between midnight on Friday and midnight on Sunday shall be paid for at one and one-half times the ordinary rate.

## **16. Meal breaks**

### **16.1 Meal breaks - other than shift workers**

Employees other than shift workers who are employed for at least 6 hours on any day shall be allowed not less than 30 minutes nor more than 60 minutes for a meal break between the fourth and sixth hours of duty.

### **16.2 Meal breaks - shift workers**

Employees employed on shift work shall be allowed a paid crib meal break of 30 minutes to be taken as near as practicable to the middle of the employee's shift and so as not to interfere with the continuity of work where continuity is necessary.

## **17. Rest pauses**

Employees shall be entitled to a rest pause of 10 minutes duration in the employer's time in the first and second half of their daily work. Rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.

## **18. Overtime**

- (a) Subject to clauses 18(b) and (c) all time worked in excess of ordinary working hours shall be deemed to be overtime and shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter.
- (b) Where more than one shift per day is worked, overtime shall be paid for at the rate of double time.
- (c) All overtime worked by the employee on a Sunday or a rostered day off shall be paid for at the rate of double time with a minimum payment as for 2 hours' work, provided that this minimum payment shall not apply in respect of overtime worked at the conclusion of an ordinary shift nor in respect of overtime which is continuous with overtime commenced on the previous day.

## **PART 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

Annual leave is provided for in Division 5 of the QES. Clauses 19.1 and 19.2 supplement the QES.

#### **19.1 Period of annual leave**

In lieu of the requirements prescribed at Sections 31(1)(b) and (6) of the Act, a continuous shift worker covered by this Section shall be entitled to 5 weeks annual leave.

#### **19.2 Payment for annual leave**

- (a) An employee (other than a casual employee or a shift worker) proceeding on annual leave is entitled to receive the following payments:
  - (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave; and
  - (ii) a further amount equal to 17.5% of the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave.
- (b) A shift worker proceeding on annual leave is entitled to receive the following payment:



- (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave calculated according to the employee's roster or projected roster including shift, weekend or public holiday penalties; or
  - (ii) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave plus a further amount equal to 17.5% of the salary being paid to the employee immediately before the employee takes the leave for the period of such leave, excluding any shift, weekend or public holiday penalties,
- whichever is the higher.

## **20. Personal leave**

See clause 20 of Division 1 – Provisions with common application.

## **21. Parental leave**

See clause 21 of Division 1 - Provisions with common application.

## **22. Long service leave**

See clause 22 of Division 1 – Provisions with common application.

## **23. Public holidays**

Public holidays are provided for in Division 10 of the QES. Clauses 23.1 and 23.2 supplement the QES provisions.

### **23.1 Payment for work on a public holiday**

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
  - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
  - (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) An employee who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 18.
- (c) A casual employee who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payment provided in clauses 23.1(a)(ii) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.

### **23.2 Substitution**

- (a) Subject to statutory limitations (such as the time work may not be performed on Anzac Day) where there is agreement between the chief executive and an employee or employees, another ordinary working day may be substituted for a public holiday.

- (b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.

### **23.3 Rostered day off on a public holiday**

An employee (other than a casual employee) whose rostered day off duty falls on a public holiday shall be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the employee or paid an additional day's pay.

### **24. Jury service**

See clause 24 of Division 1 - Provisions with common application.

### **25. Service leave**

See clause 25 of Division 1 - Provisions with common application.

## **PART 7 - Union Related Matters**

### **26. Union encouragement**

See clause 26 of Division 1 - Provisions with common application.

### **27. Union delegates**

See clause 27 of Division 1 - Provisions with common application.

### **28. Trade union training leave**

There are no provisions concerning trade union training leave in this Section.

### **29. Right of entry**

See clause 29 of Division 1 - Provisions with common application.

## **PART 8 – Transfers, Travelling, Working Away, Camps and Equipment**

### **30. Uniforms**

Each employee covered by this Section shall be supplied with uniforms by their employer. Uniforms shall remain the property of the employer and shall be replaced when the employer is satisfied that a replacement is necessary.

## **PART 9 - Training and Related Matters**

### **31. Training, learning and development**

The parties to this Section recognise that in order to increase the efficiency and productivity of the enterprise 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.

## Division 2 - Section 3

### Health, Sports and Fitness Services

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## **PART 1 - Title and Operation**

### **1. Title**

See clause 1 of Division 1.

### **2. Operation**

See clause 2 of Division 1 - Provisions with common application.

### **3. Definitions and interpretation**

(a) Definitions with common application are contained in clause 3 of Division 1.

(b) In this Section, unless the context otherwise requires:

**union** means the following industrial organisation of employees in accordance with its callings:

- United Voice, Industrial Union of Employees, Queensland

### **4. Coverage**

(a) See clause 4 of Division 1 - Provisions with common application.

(b) This Section covers local government employees engaged in the delivery of health, sports and fitness services or as a support worker in the delivery of such services.

### **5. The Queensland Employment Standards and this Award**

See clause 5 of Division 1 - Provisions with common application.

### **6. Enterprise flexibility and facilitative award provisions**

See clause 6 of Division 1 - Provisions with common application.

## **PART 2 - Dispute Resolution**

### **7. Dispute resolution**

See clause 7 of Division 1 - Provisions with common application.

## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

(a) See clause 8 of Division 1 – Provisions with common application. In addition to the provisions with common application the provisions at clause 8(b) and clauses 8.1 to 8.3 below also apply.

(b) A health, sports or fitness services employee, or a support worker engaged in the delivery of such services, may be employed on a full-time, part-time or casual basis. Employees shall be advised in writing of their employment category and wage level upon engagement.

#### **8.1 Full-time employment**

A full-time health, sport or fitness services employee, or support worker, is one who is engaged to work an average of 38 ordinary hours per week as prescribed in clause 15 of this Section.

## 8.2 Part-time employment

- (a) A part-time employee is an employee who:
- (i) is engaged to work a regular pattern of hours which is not less than 16 hours nor more than 32 hours per week; and
  - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) At the time of engagement, the employer and the employee must agree in writing on the number of ordinary hours worked each week and the work pattern of these hours.
- (c) Any change to the weekly ordinary hours will be by mutual agreement, in writing.
- (d) For each ordinary hour worked a part-time employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification.
- (e) A part-time employee shall be entitled to a minimum daily engagement of 3 hours.
- (f) By mutual agreement with their employer a part-time employee may elect to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hours so worked are also to be taken into account in the *pro rata* calculation of all entitlements.

## 8.3 Casual employment

- (a) A casual employee is an employee who is engaged and paid as such.
- (b) A casual employee will not work more than 38 ordinary hours per week.
- (c) (i) For each ordinary hour worked a casual employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification plus a casual loading of 23%. The loading constitutes part of the casual employee's salary for the purpose of calculating overtime payments, where relevant.
- (ii) The casual loading shall not be applied when calculating payments for work performed on a weekend or a public holiday.
- (d) The minimum period of engagement of casual employees covered by this Section is prescribed in the table below:

Classification/Role	Minimum engagement
<ul style="list-style-type: none"> <li>• Aquatic Instructor</li> <li>• Group Fitness Instructor</li> <li>• Indoor sports umpire</li> <li>• Personal Trainer</li> <li>• All others</li> </ul>	<p>1 hour</p> <p>1 hour</p> <p>1 hour</p> <p>1 hour</p> <p>2 hours</p>

## 9. Termination of employment

See clause 9 of Division 1 - Provisions with common application.

## 10. Redundancy

See clause 10 of Division 1 - Provisions with common application.

## 11. Consultation - Introduction of changes

See clause 11 of Division 1 - Provisions with common application.

## PART 4 – Minimum Wage and Salary Levels, Allowances and Related Matters

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 in Division 1 (Supported Wage System) apply.)*

## 12. Classifications and minimum wage and salary levels

See clause 12 of Division 1 – Provisions with common application. In addition to the provisions with common application the provisions at clauses 12.1 to 12.3 below also apply.

### 12.1 Minimum wage levels

- (a) Subject to clauses 12.1(b) to (d), inclusive, all employees covered by this Section are to be classified into an appropriate classification and level in accordance with the classification structure set out in Schedule 1 of this Section with minimum wage and salary levels for employees 20 years of age and above to be as set out in the table below:

Classification	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
<b>Fitness industry workers</b>	
Support staff, level 1	822.00
Support staff, level 2	822.00
Fitness instructor, level 1	822.00
Fitness instructor, level 2	822.00
Fitness instructor, level 3	846.50
Fitness trainer, level 4	871.00
Fitness trainer/therapist, level 5	905.50
Fitness therapist, level 6	930.00
<b>Swim school workers</b>	
Swim school worker, level 1	822.00
Swim school worker, level 2	822.00
Swim school worker, level 3	846.50
Swim school worker, level 4	871.00
<b>Indoor sports centre workers</b>	
Indoor sports centre worker, level 1	822.00
Indoor sports centre worker, level 2	822.00
Indoor sports centre worker, level 3	871.00
<b>Support staff, swim schools and indoor sports venues</b>	
Support staff, level 1	822.00
Support staff, level 2	822.00
Support staff, level 3	846.50

Notes:

- <sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2020 Declaration of General Ruling.  
<sup>2</sup> Rounded to the nearest \$0.50.

- (b) An employee under 20 years of age who holds formal qualifications in one of the classifications listed in clause 12.1(a) shall be paid the aged 20 years and over rate of salary prescribed in that clause.

- (c) An employee classified as a fitness instructor Level 2 or above required to perform the functions of Group/Aqua Instructor shall receive an additional payment equal to 60% of their ordinary hourly rate.
- (d) This additional payment shall be used to calculate all entitlements arising from this Section, including casual hourly rates of pay, and be paid for a minimum of one hour on all occasions.

**12.2 Juniors**

- (a) Subject to clause 12.1(b) the minimum salaries payable to junior employees 20 years of age and under are prescribed in the table below:

Age	Percentage of minimum adult Award rate
17 years of age and under	65%
18 and under 19 years of age	75%
19 and under 20 years of age	85%
20 years of age and over	100%

- (b) Junior rates shall be calculated to the nearest \$0.10.

**12.3 Movement between classification levels**

- (a) Progression from one level to another will occur through appointment of an employee by an employer to a position which primarily requires the exercise of skills and responsibilities characteristic of a particular level. Accordingly the employer shall have regard to the following principles:
  - the level of supervision, autonomy, problem solving and decision-making capability relevant to and within each classification level;
  - the overall requirements of the job consistent with employer human relations strategies and business needs;
  - possession of qualifications and/or relevant industry experience and the ability to satisfactorily apply their competencies to the job on a regular basis (where applicable);
  - payment for skills required and used on a regular basis and not skills and/or qualifications possessed; and
  - regular operation and/or maintenance of equipment.
- (b) In view of the above, re-classification does not automatically occur when particular tasks or new tasks are performed.
- (c) An employee seeking re-classification to a higher level must provide evidence to satisfy all or most of the principles stated above. Evidence would include assessment outcomes in the form of a qualification or statement of attainment issued by a registered training organisation, RPL determinations or other methods or processes that the employer may develop consistent with human resource strategies.
- (d) Any dispute arising from the operation of the above arrangements shall be subject to the dispute settlement procedure contained in clause 7.1 of Division 1.



### 13. Allowances

In addition to the allowances prescribed in clause 13 of Division 1 - Provisions with common application, clauses 13.1 to 13.4 below apply to employees covered by this Section.

#### 13.1 Divisional and District parities

See clause 13.1 of Division 1 - Provisions with common application.

#### 13.2 Overtime meal allowance

An employee, other than a casual, required to work overtime for more than 2 hours after the cessation of their daily work shall either be provided with a meal by the employer or be paid a meal allowance of \$13.45.

#### 13.3 Supervisory allowance for support staff

Staff who are required to supervise other support staff shall be paid the following additional amounts:

Number of support staff supervised	Per week \$
Up to and including 3 employees	20.05
More than 3 employees	29.80

#### 13.4 Adjustment of monetary allowances

- (a) The monetary allowance specified in clause 13.3 (supervisory allowance) shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) At the time of any adjustment to the wage rates in this Award the expense related allowance at clauses 13.2 (overtime meal allowance) shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0 - Table 7)</u>
Overtime meal allowance <i>(last adjusted 1 September 2020)</i>	Take-away and fast foods sub-group

### 14. Superannuation

See clause 14 of Division 1 - Provisions with common application.

## PART 5 - Hours of Work and Related Matters

### 15. Hours of duty

- (a) Subject to clause 15(c) the ordinary hours of duty shall be not more than an average of 38 per week to be worked on any five consecutive days out of seven with two full days off each week.

- (b) The ordinary hours of duty shall be performed within a spread of hours between 0530 and 2400 except in the case of employees engaged to perform work in swim schools where ordinary hours of duty performed outside of such spread of hours are to be paid at the rate of time and one-half.
- (c) Notwithstanding clause 15(a) an employer and an employee may agree that the ordinary hours of work may be arranged as follows:
  - (i) 38 hours within a work cycle not exceeding 7 consecutive days;
  - (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.
- (d) The ordinary hours of work are to be worked each day in either one or two shifts totalling not more than:
  - (i) for full-time employees - 8 hours (or by prior mutual agreement 10 hours);
  - (ii) for part-time employees - 8 hours (or by prior mutual agreement 10 hours), provided that no shift shall be less than 3 consecutive hours in duration and there shall be not more than two such shifts per day within a span of 12 hours from start of the first shift to the end of the second shift; or
  - (iii) for casual employees - 8 hours (or by prior mutual agreement 10 hours), exclusive of any breaks.
- (e) All employees, other than casuals, shall work ordinary hours in accordance with a roster. Each employee shall be advised of their rostered hours at least seven days prior to the roster coming into effect. Such roster may be changed without notice in the case of an emergency or, in other cases, by either mutual agreement or by the giving of seven days' notice.
- (f) **Weekend penalty rates**
  - (i) All ordinary time worked by an employee, including a casual employee, between midnight Friday and midnight Saturday shall be paid for at the rate of time and one-quarter.
  - (ii) All ordinary time worked by an employee, including a casual employee, between midnight Saturday and midnight Sunday shall be paid for at the rate of time and one-half.
  - (iii) The casual loading shall not be applied to hourly rates when calculating entitlements for work performed on a weekend.

## **16. Meal breaks**

- (a) Every employee shall be entitled to a meal break of not less than 30 minutes nor more than 60 minutes for breakfast, lunch or dinner, as the case may be.
- (b) No employee shall work for more than 5 hours without a meal break except where overtime of one and one-half hour's duration or less is being worked immediately following an employee's ordinary ceasing time.

- (c) Where an employee is required to work through their normal meal break, the employee shall be paid at the rate of double time for all work so performed until a 30 minute break can be taken or until the employee ceases work for the day, whichever event occurs earlier.

## **17. Rest pauses**

- (a) Full-time employees who work a minimum of 7.6 consecutive ordinary hours (excluding the meal break) on any day shall receive a rest pause of 10 minutes duration in the employer's time in the first half and second half of each day worked.
- (b)
  - (i) Part-time and casual employees who work a minimum of 4 consecutive ordinary hours but less than 7.6 consecutive ordinary hours on any one day shall receive a rest pause of 10 minutes duration in the employer's time.
  - (ii) Part-time and casual employees who work a minimum of 7.6 consecutive ordinary hours (excluding the meal break) on any one day shall receive a rest pause of 10 minutes duration in the first half and the second half of the period worked.
- (c) Rest pauses shall be taken at times to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity is necessary.
- (d) Notwithstanding the provisions of clauses 17(a) and (b)(ii), where the employer and employee agree the rest pauses may be combined so that the employee has one rest pause of 20 minutes duration.
- (e) An instructor who, immediately after leading a Group/Aqua exercise class, is required to attend to other duties which require a change of attire shall be permitted a paid "shower break" of not more than 15 minutes.

## **18. Overtime**

- (a) All time worked by an employee in excess of the daily hours prescribed or outside the spread of ordinary hours prescribed in clause 15, shall be paid for at time and one-half for the first 3 hours and double time thereafter.
- (b) All time worked by an employee, other than a casual, on a rostered day off shall be paid for at time and one-half for the first 3 hours and double time thereafter.
- (c) An employer may require an employee to work reasonable overtime at overtime rates, as a condition of employment, and the employee shall work overtime in accordance with any such requirement.
- (d) Full-time and part-time employees will be given 10 clear hours off duty between finishing work on one day and starting work on the next day or be paid at overtime rates for all time worked until the employee has had 10 clear hours off duty.

## **PART 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

Annual leave is provided for in Division 5 of the QES. Clauses 19.1 and 19.2 supplement the QES.

#### **19.1 Payment for annual leave**

An employee (other than a casual employee) proceeding on annual leave is entitled to receive the following payments:

- (a) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave; and
- (b) a further amount equal to 17.5% of the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave.

## **19.2 Annual close down**

- (a) Where an employer closes down its operations or a section or sections thereof for the purposes of allowing annual leave to all or the bulk of the employees in the section or sections concerned, the following provisions shall apply:
  - (i) by the giving of not less than 90 days' notice the employer may direct all employees in the section or sections concerned to take leave for the duration of the closedown and allow those who are not then qualified for sufficient annual leave to cover the period of the close down to take paid leave on a proportionate basis and to take such accumulated time off/rostered days off as may be available to the employee to apply towards the close down period.
  - (ii) all time during which an employee is stood down without pay for the purpose of clause 19.2(a)(i) shall count as service in the next 12 monthly qualifying period.
- (b) Notwithstanding clause 19.2(a), where there is agreement between the employer and the majority of employees concerned, the employer may close down its operations or a section or sections thereof on one additional occasion in any 12 month period for the purpose of allowing additional annual leave for a period agreed with its employees.

## **20. Personal leave**

See clause 20 of Division 1 - Provisions with common application.

## **21. Parental leave**

See clause 21 of Division 1 - Provisions with common application.

## **22. Long service leave**

See clause 22 of Division 1 - Provisions with common application.

## **23. Public holidays**

Public holidays are provided for in Division 10 of the QES. Clauses 23.1 to 23.3 supplement the QES provisions.

### **23.1 Payment for work on a public holiday**

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
  - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;

- (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) An employee who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 18.
- (c) A casual employee who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payment provided in clauses 23.1(a) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.

### **23.2 Substitution**

- (a) Subject to statutory limitations (such as the time that work may not be performed on Anzac Day) where there is agreement between the employer and an employee or employees, another ordinary working day may be substituted for a public holiday.
- (b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.

### **23.3 Employees who do not ordinarily work Monday to Friday of each week**

- (a) An employee (other than a casual employee) who does not ordinarily work Monday to Friday of each week is entitled to public holidays as follows:
  - (i) either payment for each public holiday or a substituted day's leave.
  - (ii) where a public holiday would have fallen on a Saturday or a Sunday (e.g. Australia Day) but is substituted for another day, an employee (other than a casual employee) who would ordinarily have worked on such Saturday or Sunday but who is not rostered to work on such day is entitled to payment for the public holiday or a substituted day's leave.
- (b) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day, an employee required to work on Christmas Day (i.e. 25 December) is to be paid at the usual rate of time and three-quarters for work performed on a Saturday and double time in the case of work performed on a Sunday.
- (c) For the purpose of clause 23.3(a) **payment for each public holiday and a substituted day's leave** means:
  - (i) for full-time employees: 7.6 hours at ordinary rates; and
  - (ii) for part-time employees: the number of ordinary hours normally worked on the same day of the week on which the holiday falls.
- (d) Nothing in clause 23.3 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

## **24. Jury service**

See clause 24 of Division 1 - Provisions with common application.

**25. Service leave**

See clause 25 of Division 1 - Provisions with common application.

**PART 7 - Union Related Matters**

**26. Union encouragement**

See clause 26 of Division 1 - Provisions with common application.

**27. Union delegates**

See clause 27 of Division 1 - Provisions with common application.

**28. Trade union training leave**

- (a) Subject to the conditions set out in clause 28(d), upon written application by an employee to an employer, such application being endorsed by the relevant union and giving to the employer at least one month's notice, the employee shall be granted up to five working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the union or specific training courses approved and accredited by the union.
- (b) Other courses mutually agreed between the union and an employer may be included under clause 28.
- (c) For the purposes of clause 28(a), **ordinary pay** shall mean at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.
- (d) The granting of such leave shall be subject to the following conditions:
  - (i) An employee must have at least 6 months' uninterrupted service with an employer prior to such leave being granted.
  - (ii) This clause shall not apply to an employer where the number of ordinary hours worked by employees covered by this Section is less than 400 hours per week.
  - (iii) Unless agreed otherwise, the maximum number of employees under this Section from any one place of employment of the employer attending a course or seminar in the one calendar year shall be two.
  - (iv) The granting of such leave shall be subject to the convenience of the employer and so that the operations of the employer will not be unduly affected.
  - (v) The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the employer's operations.
  - (vi) Leave granted to attend courses will not incur additional payment if such course coincides with the employee's rostered day off in 38 hour week working arrangements or with any other concessional leave.
- (e) In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- (f) Paid trade union training leave will not affect other leave granted to employees under this Award.

**29. Right of entry**

See clause 29 of Division 1 - Provisions with common application.

**PART 8 - Uniforms**

**30. Uniforms**

- (a) If an employer requires an employee to wear a corporate uniform, the employer will provide the uniform to the employee free of charge and, where necessary, reimburse the employee as part of the maintenance program for any cost incurred by the employee incurred in repairing any items.
- (b) Any such uniforms supplied free of charge by the employer remain the employer's property and must be returned at time of termination.

**PART 9 - Training and Related Matters**

**31. Training, learning and development**

- (a) The parties commit themselves to continuing and upgrading the training provided to employees.
- (b) It is agreed that the parties will co-operate in ensuring that training is maintained and improved.
- (c) This training will form the basis of an enhanced career structure in the industry.

## **Division 2 - Section 3 - Schedule 1 (Classifications - Health, Sports and Fitness Services)**

### **Fitness industry workers**

#### **Fitness instructor - gym, group, aqua**

##### **Definitions**

**Gym instructor** shall mean an employee involved in all aspects of fitness instruction other than Group or Aqua exercise programs

**Group instructor** shall mean an employee who leads any form of group or aerobic exercise program to music

**Aqua instructor** shall mean an employee who leads any form of water based group or aerobic exercise program to music

The following describes the nature of the work performed by Fitness instructors (Gym, Group, Aqua) levels 1, 2, and 3.

- Designs and delivers exercise programs for low risk (apparently healthy) individuals in a controlled environment. A person trained in fitness activity possesses specific competencies to instruct low risk (apparently healthy) individual and group clients in specified work environments, under predictable circumstances.
- A Fitness Instructor facilitates skill transfer or development to clients in order that they may exercise independently or with minimal supervision. This requires the Instructor to be able to:
  - conduct an initial client induction including basic screening, fitness appraisal, program development and exercise instruction;
  - design individualised training programs within the context of a long-term plan;
  - critique technique and apply a variety of appropriate instructional strategies in a range of exercise modalities; and
  - regularly appraise client's fitness and skill acquisition and modify their program accordingly.

#### **Fitness trainer - personal trainer, specific populations**

- Designs and delivers exercise programs for low risk (apparently healthy) individuals (in small groups) in a somewhat less controlled environment. Possesses a wide range of relevant instructing and fitness-specific competencies and facilitates the development in clients of a fit and healthy lifestyle in a range of environments.
- A Fitness trainer works with low risk (apparently healthy) clients in both predictable and unpredictable circumstances. A Fitness trainer must be able to:
  - develop, conduct and evaluate long term periodised fitness plans;
  - evaluate and analyse the performance of individual clients or groups in a variety of fitness settings;
  - provide advice on a range of areas related to health and fitness;
  - undertake basic dynamic postural screening using applied biomechanics;
  - apply teaching methods and instructional styles in a variety of indoor and outdoor fitness settings; and
  - supervise and train other fitness staff.



- A Fitness trainer may take further vocational training in other areas, such as:
  - musculoskeletal rehabilitation exercise instruction after referral from and under any guidelines set by a medical or suitably qualified allied health professional;
  - exercise for specific population groups; and
  - lifestyle planning and behaviour modification.

### **Fitness therapist**

- A Fitness therapist:
  - delivers and monitors exercise interventions for moderate risk people, working in close operation with suitably credentialed allied health professionals and/or medical practitioners;
  - is skilled in working in a variety of environments relating to the delivery of higher level fitness training, sports conditioning and other fitness and health related activities;
  - is involved in the delivery of exercise programs for moderate (at risk) clients in a range of unpredictable circumstances, and be involved in program design or modification for low risk clients but not moderate (at risk) clients.
- A Fitness therapist is able to:
  - work in a variety of environments e.g. hospital, fitness centre, private home, portable gym;
  - deliver corrective exercise and rehabilitation for at risk specific populations in collaboration with and under the guidance and supervision of allied health professionals, e.g. physiotherapists;
  - plan, modify and deliver higher level fitness training, sports conditioning, sports training, dealing with elite athletes;
  - manage GP referrals requesting admission into and supervision within specific approved programs;
  - liaise with a range of other professionals from both the fitness and health industries, and engage in project management and health promotional activities; and
  - carry out the functions of middle management, including staff management and training.

### **Levels**

Fitness industry workers (as above) shall be paid at the appropriate level in line with the following definitions, so far as they are applicable to the type of work performed:

#### **Fitness instructor - Level 1**

- Employees at this level:
  - do not have previous experience in the industry; and
  - do not possess industry recognised qualifications; and/or
  - are undertaking industry recognised training and are employed to carry out work associated with the classification of Fitness instructor.
- Employees shall work under direct supervision according to specific instructions and procedures, which are prescribed by a more senior instructor or appropriately qualified manager.
- During this period employees shall become familiar with all aspects of the establishment's operations of the establishment in which they work.

#### **Fitness instructor - Level 2**

- Employees at this level:

- shall have relevant industry experience; and/or
  - be recognised at Certificate III level of the Fitness Industry Training Package; and
  - are employed to carry out work associated with the role of Fitness instructor in the designated specialisation of gym, group or aqua.
- Employees at this level shall work under general supervision which requires operation within defined areas of responsibility with adherence to established guidelines and procedures.

### **Fitness instructor - Level 3**

In addition to skills and training required by a level 2 - Fitness instructor, a level 3 employee shall be accredited through the National Instructor Registration program by Fitness Australia.

### **Fitness trainer - Level 4**

- Employees at this level:
  - hold a Certificate IV level of the Fitness Industry Training Package; and/or
  - are employed to carry out work associated with the classification of Fitness trainer in the designated specialisation of Fitness trainer - personal trainer, specific populations.
- Employees at this level work under limited supervision and guidance and are required to exercise initiative and judgement in the performance of their duties.
- Employees in this level receive broad instructions and their work is checked intermittently.

### **Fitness trainer/Fitness therapist - Level 5**

- Employees at this level:
  - hold a Certificate IV level of the Fitness Industry Training Package; and/or
  - are accredited through the National Instructor Registration program by Fitness Australia; and
  - are employed to carry out work associated with the classification of Fitness trainer in the designated specialisation of Fitness trainer/Fitness therapist; or
- Hold a Diploma level qualification of the Fitness Industry Training Package and are employed to carry out work associated with the classification of Fitness therapist.

### **Fitness therapist - Level 6**

Employees at this level hold a Diploma level qualification of the Fitness Industry Training Package and/or are accredited through the National Instructor Registration program by Fitness Australia and are employed to carry out work associated with the classification of Fitness therapist.

### **Support staff - level 1**

- Employees in this classification at this level work under direct supervision with specific instructions and procedures and receive appropriate in-house training.
- Duties may include any or all of the following:
  - general counter duties, including reception; taking bookings; dealing with member and membership enquiries; sale of products; activities organising and customer liaison;
  - general tidying/cleaning of immediate work area;
  - other duties as directed;

- (Unqualified) playroom attendant; and
  - cleaner/handyperson duties.
- Duties at this level are performed within established guidelines and determined procedures.

### **Support staff - level 2**

Employees at this level shall perform duties as specified at Support staff - level 1, but with limited supervision. Employees may be required to exercise some initiative in the performance of their duties.

### **Swim school workers - Level 1**

- An employee at this level works under general supervision and uses some judgement in predictable circumstances and:
  - has successfully completed the centre's relevant induction course; or
  - has successfully completed the centre's relevant induction course and holds an Australian Swimming Inc. Green Licence for Coaching.
- Typical duties/skills (the tasks below are a guide only and not an exhaustive list):
  - beginner Instructor; and
  - holder of current Austswim registration or equivalent.

### **Swim school workers - Level 2**

- An employee at this level works under general supervision and exercises limited discretion within defined procedures.
- Typical duties/skills/experience (the tasks below are a guide only and not an exhaustive list):
  - ■ has successfully completed the centre's relevant induction training and is an intermediate instructor who holds a current Austswim registration or equivalent; and
  - ■ has performed 12 hours per year of recognised workshops and 250 hours of instructing learn-to-swim classes and holds a second recognised instructing qualification; or
  - has successfully completed the centre's relevant induction training and has delivered 350 hours of instructing learn-to swim; or
  - has successfully completed the centre's relevant induction course and holds an Australian Swimming Inc. Bronze Coaching Licence.

### **Swim school workers - Level 3**

- An employee at this level works under limited supervision and performs work of a higher level of complexity than an employee at level 2.
- Typical duties/skills/experience:

An employee at this level shall be an experienced instructor who:

- ■ has successfully completed the centre's relevant induction training and holds a current Austswim registration or equivalent; and
- ■ has performed 12 hours per year of recognised workshops and 500 hours of instructing learn-to-swim classes and holds a third recognised swim instructing qualification; or
- has successfully completed the centre's relevant induction training and has delivered 700 hours of instructing learn-to-swim; or

- ■ holds an Australian Swimming Inc. Bronze Coaching Licence; and
- has performed 12 hours per year of recognised workshops and 500 hours of coaching junior squads and attended a recognised seminar/conference within the past 12 months, or conducted 700 hours of coaching of junior squads.

#### **Swim school workers - Level 4**

An employee at this level has aggregate skills and experience and qualifications required of level 2 and 3 instructors and works from complex instructions and procedures, being able to coordinate work in a team environment or work individually under general supervision.

#### **Indoor Sports Centre workers**

##### **Indoor sports centre workers - Level 1**

Employees at this level work under supervision with specific instruction and procedures. Duties may include any or all of the following:

- general counter duties including reception;
- assist in the delivery of sport & recreation programs;
- taking bookings and general enquiries;
- sale of various products;
- organising activities;
- operation of cash registers and use of electronic swipe devices;
- customer liaison;
- general tidying/cleaning of immediate work area;
- cleaner/gardening or handyperson duties;
- umpiring or refereeing of competitions; and
- other suitable duties as may be directed from time to time.

##### **Indoor sports centre workers - Level 2**

Employees at this level shall perform the duties listed in level 1 and will require limited supervision. These employees may be required to exercise some initiative in the performance of their duties. Other duties may include:

- general administration and preparation of rosters;
- answer and guide enquiries regarding teams for competitions;
- reconciliation of cash;
- facilitate the delivery of sport and recreation programs;
- customer service; and

- maintenance of ladders, records and data bases.

### **Indoor sports centre workers - Level 3**

Employees at this level will be responsible for the coordination of one or more sports within a facility. They will supervise staff. They will work from complex instructions and procedures. Their duties may include all of the roles in level 2 plus any or all of the following:

- preparation of staff rosters;
- preparation of fixtures and draws;
- coordinate sport & recreation programs;
- supervision of support staff;
- training, supervision and assessment of umpires and referees;
- supervision and coordination of team coaches and player training programs; and
- purchase of stock.

### **Support staff - swim schools and indoor sports centres**

Employees engaged as support staff work within established guidelines and determined procedures.

#### **Support staff - level 1**

- An employee in this classification and at this level works under direct supervision with specific instructions and procedures and shall undertake appropriate in house training to acquire a working knowledge of the daily operations of the centre in which they are engaged. Upon successful completion of three months' probationary employment, shall be eligible for promotion to a more senior position, upon a vacancy being available to be filled.
- Indicative tasks for work performed at level 1 are as follows:
  - basic cleaning tasks;
  - gardening and labouring tasks;
  - handyman duties;
  - general counter duties; and
  - other duties as directed within the scope of their knowledge and experience at this level.

#### **Support staff - level 2**

- An employee in this classification and at this level shall be able to perform duties prescribed above for Support staff - level 1 and work under general supervision using some judgement in predictable circumstances.
- Indicative tasks for work performed by an employee at level 2 are as follows:
  - counter duties, including reception: operation of cash registrars, use of electronic swipe devices, taking bookings, dealing with member and membership enquiries;
  - customer liaison;
  - basic record keeping; and
  - other duties as directed within the scope of their knowledge and experience at this level.

**Support staff - level 3**

- An employee in this classification and at this level shall be able to perform duties described above for Support staff - level 2 and work under limited supervision. Employees may be required to exercise some initiative in the performance of their duties.
- Indicative tasks for work performed by an employee at a level 3 are as follows:
  - assists with training employees at levels 1 and 2;
  - playroom attending;
  - membership product or services sales;
  - activities organising;
  - promotional activities;
  - supervision of other support staff; and
  - other duties as directed within the scope of their knowledge and experience at this level.

## Division 2 - Section 4

### Hospitality Services

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## **PART 1 – Title and Operation**

### **1. Title**

See clause 1 of Division 1.

### **2. Operation**

See clause 2 of Division 1 - Provisions with common application.

### **3. Definitions and interpretation**

(a) Definitions with common application are contained in clause 3 of Division 1.

(b) In this section, unless the context otherwise requires:

A **cook** is an employee who is employed substantially in the cooking and/or preparing of food. An employee engaged in cooking eggs or making toast, tea, coffee or similar drinks shall not be considered to be performing the work of a cook

**day** means the period from 0000 to 2400 on any one day

**union** means the following industrial organisations of employees in accordance with their callings:

- The Australian Workers' Union of Employees, Queensland; or
- United Voice, Industrial Union of Employees, Queensland

### **4. Coverage**

(a) See clause 4 of Division 1 - Provisions with common application.

(b) This Section covers local government employees engaged in the provision of hospitality and catering services which involve the preparation and/or sale of food, liquor or beverages.

### **5. The Queensland Employment Standards and this Award**

See clause 5 of Division 1 - Provisions with common application.

### **6. Enterprise flexibility and facilitative award provisions**

See clause 6 of Division 1 - Provisions with common application.

## **PART 2 - Dispute Resolution**

### **7. Dispute resolution**

See clause 7 of Division 1 - Provisions with common application.

## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

(a) See clause 8 of Division 1 - Provisions with common application. In addition to the provisions with common application the provisions at clause 8(b) and clauses 8.1 to 8.3 below also apply.

- (b) A hospitality employee may be employed on a full-time, part-time or casual basis. Every employee shall be advised in writing of their employment category and, where relevant, their classification level upon engagement.

### **8.1 Full-time employment**

A full-time hospitality employee is one who is engaged to work an average of 38 ordinary hours per week as prescribed in clause 15 of this Section.

### **8.2 Part-time employment**

- (a) A part-time hospitality employee is an employee who:
- (i) is engaged to work for not less than 10 hours and not more than 38 hours per week; and
  - (ii) has reasonably predictable hours of work; and
  - (iii) is engaged to work for not less than 2 hours and not more than 10 hours on any one day; and
  - (iv) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/38th of the minimum weekly rate of pay for a full-time employee in their classification.
- (c) (i) By mutual agreement with their employer, a part-time employee may elect to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hours so worked are to be taken into account in the *pro rata* calculation of all leave and other entitlements.
- (ii) Any such additional hours are to be paid for at the ordinary hourly rate.
- (d) All time worked in excess of the agreed hours shall be paid at the appropriate overtime rate.

### **8.3 Casual employment**

- (a) A casual hospitality employee is one who is engaged and paid as such.
- (b) Except where otherwise provided, a casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (c) For each hour worked a casual employee shall be paid no less than 1/38th of the minimum weekly rate of pay for a full-time employee in their classification plus the appropriate casual loading as follows:
- (i) 23% for all ordinary hours worked (i.e. 123% of the ordinary hourly wage rate);
  - (ii) 73% where the rate of pay for a full-time employee is prescribed as time and one-half (i.e. 173% of the ordinary hourly wage rate);
  - (iii) 123% where the rate of pay for a full-time employee is prescribed as double time (i.e. 223% of the ordinary hourly wage rate); and

- (iv) 173% where the rate of pay for a full-time employee is prescribed as double time and one-half (i.e. 273% of the ordinary hourly wage rate).
- (d) The loadings prescribed in clause 8.3(c) are to be paid separately and are not to be compounded.
- (e) Each engagement stands alone with a minimum payment as for 2 hours' work.
- (f) The long service leave entitlement of casual employees is prescribed in clause 22.

## 9. Termination of employment

See clause 9 of Division 1 - Provisions with common application.

## 10. Redundancy

See clause 10 of Division 1 - Provisions with common application.

## 11. Consultation - Introduction of changes

See clause 11 of Division 1 - Provisions with common application.

# PART 4 – Minimum Wage and Salary Levels, Allowances and Related Matters

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 in Division 1 (Supported Wage System) apply.)*

## 12. Classifications and minimum wage levels

See clause 12 of Division 1 – Provisions with common application. In addition to the provisions with common application the provisions at clauses 12.1 to 12.6 below also apply.

### 12.1 Classification structure

Hospitality employees are to be classified into a classification level according to the classification structure contained in Schedule 1 of this Section.

### 12.2 Minimum wage levels

The minimum wages payable to hospitality employees aged 20 years and over are prescribed in the table below:

Classification	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
Hospitality worker, introductory level	822.00
Hospitality worker, level 1	822.00
Hospitality worker, level 2	846.50
Hospitality worker, level 3	871.00
Hospitality worker, level 4	905.50
Hospitality worker, level 5	957.00
Hospitality worker, level 6	982.00

*Notes:*

- <sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2020 Declaration of General Ruling.
- <sup>2</sup> Rounded to the nearest \$0.50.

### 12.3 Junior rates - general

- (a) The minimum wage rates payable to hospitality employees 20 years of age and under shall be as follows:

Age of employee	% of relevant minimum adult Award rate
under 18 years of age	65
18 and under 19 years of age	75
19 and under 20 years of age	85
20 years of age	100

- (b) Junior rates shall be calculated to the nearest \$0.10.
- (c) A junior employee on reaching the age of 18 years may be employed in the sale of liquor but shall be paid at the appropriate adult rate for the type of work being performed.

### 12.4 Late work payment

- (a) An employee who is required to work any ordinary hours between 2200 to 2400 Monday to Friday, inclusive, shall be paid an additional \$2.12 per hour for any hour or part thereof worked within those hours, with a minimum payment of \$3.09.
- (b) An employee who is required to work any ordinary hours between 0000 and 0600 Monday to Friday, inclusive, shall be paid an additional \$3.09 per hour for any hour or part thereof worked within those hours.

### 12.5 Mixed functions

An employee primarily engaged performing duties at a higher level than their usual classification/wage level shall be paid:

- (a) If working for a total of more than 2 hours on any day - at the rate applicable to such higher level for the entire day.
- (b) If working for 2 hours or less on any day - at the rate applicable to such higher level for 4 hours, or lesser period if the employee is not engaged to work for 4 hours or more on that day.

### 12.6 Breakages

An employer must not deduct any sum from the wages of an employee for breakages or cashiering shortages except in the case of wilful misconduct and/or gross negligence.

## 13. Allowances

In addition to the allowances prescribed in clause 13 of Division 1 - Provisions with common application, clauses 13.1 to 13.4 below also apply to employees covered by this Section.

### 13.1 Broken shift allowance

An employee, other than a casual employee, who works a broken shift shall be paid a broken shift allowance of \$15.15 per day.

### 13.2 Divisional and District parities

See clause 13.1 of Division 1 - Provisions with common application.

### 13.3 Uniforms and laundry allowance

- (a)
  - (i) Where an employee is required to wear a uniform or any other distinctive type of clothing, such uniform or clothing shall be supplied, maintained, and laundered at the employer's expense and shall remain the property of the employer.
  - (ii) Any uniform or other clothing supplied by the employer shall be returned to the employer upon cessation of employment in good order or condition, subject to fair wear and tear.
- (b) Where uniforms or clothing are not laundered by the employer as required by clause 13.3(a) the following allowances shall be paid:
  - (i) an additional \$2.25 per week in the case of a full-time employee; and
  - (ii) an additional \$0.45 per day (i.e. one-fifth of the full-time rate) in the case of a part-time or casual employee.
- (c) Where an employer requires an employee to wear a uniform, a sufficient number of uniforms shall be provided by the employer having regard to the number and regularity of shifts worked. Such uniforms shall be replaced on a fair wear and tear basis.
- (d) Where uniforms are supplied, the employer may charge a deposit for the supply of such uniforms in which case:
  - (i) the maximum deposit which may be charged is \$40.00 per uniform;
  - (ii) the employer shall refund the amount of the deposit on return of the uniform/s at the time of cessation of the employee's employment; and
  - (iii) the employer may retain the deposit if the uniform/s are not returned on cessation of employment.

### 13.4 Adjustment of monetary allowances

- (a) The monetary allowance specified in clause 13.1 (broken shift allowance) shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) In addition to the monetary allowances specified in clause 13, the monetary allowance in clause 12.4 (late work payment) shall also be adjusted in the same manner and at the same time as prescribed in clause 13.4(a).
- (c) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.3 (uniforms and laundry allowance) and 16(c) (overtime meal allowance), shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (d) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0 - Table 7)</u>
Overtime meal allowance <i>(last adjusted 1 September 2020)</i>	Take-away and fast foods sub-group

Uniforms and laundry allowance  
(last adjusted 1 September 2014)

Clothing and footwear group

## 14. Superannuation

See clause 14 of Division 1 - Provisions with common application.

## PART 5 - Hours of Work and Related Matters

### 15. Hours of duty

#### 15.1 Ordinary hours of duty

- (a) Unless otherwise provided in clause 15.1, the ordinary hours of duty for employees covered by this Section shall be an average of 38 hours per week, with a minimum of 4 hours and a maximum of 10 hours per day, exclusive of meal breaks, to be worked as follows:
  - (i) 152 ordinary hours within a work cycle not exceeding 28 consecutive days; or
  - (ii) 160 ordinary hours within a work cycle not exceeding 28 consecutive days, with a paid day off banked per work cycle, up to a maximum of five banked days off; or
  - (iii) a combination of both 15.1(a)(i) and (ii) in the one establishment.
- (b) Each employee shall be entitled to at least eight full days off work per work cycle, while an employee who is rostered to work shifts of 9 hours or more ordinary hours in any 28 day period shall be entitled to at least nine full days off work per work cycle.
- (c) No employee shall be rostered to work for more than 10 successive days without a day off.
- (d) By written agreement between the employer and an employee up to a maximum of 12 ordinary hours may be worked on any day. However, no 12 hour shifts shall be worked in a manner contrary to the employer's responsibilities to provide a safe and healthy work environment.
- (e) Where an employee is rostered to work four consecutive shifts of 10 or more hours per day, such employee shall not be rostered for work on more than four consecutive days of such hours without a break of at least 48 hours between rostering periods.
- (f) Where broken shifts are worked, the spread of hours shall not exceed the ordinary hours of duty by more than 3 hours, excluding meal breaks, but in no case shall the spread of hours exceed 12 hours per day.
- (g) Where an employee's hours are worked in accordance with clause 15.1(a)(ii) each banked day off shall be taken within twelve calendar months from the date on which it was accrued.

#### 15.2 Payment for working ordinary hours

- (a) All ordinary hours of duty worked by a full-time or part-time hospitality employee shall be paid for as follows:
  - (i) Monday to Friday - ordinary time, subject to the provisions of clause 12.4;
  - (ii) between 0000 and 2400 on a Saturday - time and one-half;
  - (iii) between 0000 and 2400 on a Sunday - time and one-half; and

(iv) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 23.1.

(b) All ordinary hours of duty worked by a casual hospitality employee shall be paid for at the rate/s prescribed in clause 8.3(c).

### **15.3 Rosters**

(a) A roster showing the normal starting and finishing time for each employee shall be prepared by the employer and posted in a place accessible to each employee concerned. The roster may be altered by mutual consent at any time or, in the case of full-time and part-time employees, upon seven days' notice by the employer.

(b) Where practicable, two weeks' notice of rostered days off shall be given.

(c) The roster for all employees shall provide for a minimum break of 10 hours between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day.

## **16. Meal breaks**

(a) No employee shall be required to work for more than 6 hours continuously, excluding a rest pause, without an unpaid meal break of at least 30 minutes, nor more than 60 minutes.

(b) 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, with such double time to continue until a meal break of the usual duration can be taken or until the employee ceases work for the day.

(c) Where an employee is required to work overtime for more than 2 hours beyond their rostered ceasing time they shall be provided with an adequate meal by the employer or, in the event of the employer being unable to provide such meal, be paid an allowance of \$13.45 in lieu thereof.

## **17. Rest pauses**

(a) Every employee who works a minimum of 8 consecutive ordinary hours (excluding the meal break) on any one day shall receive a paid rest pause of 10 minutes duration in the first half and the second half of the period worked.

(b) Every employee who works a minimum of 4 consecutive ordinary hours but less than 8 consecutive ordinary hours on any one day shall receive a rest pause of 10 minutes duration.

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

(d) Notwithstanding the provisions of clause 17(a), where an employee is rostered to work more than a 9 hour day, and there is agreement between the employer and an employee or the majority of employees concerned, the rest pauses may be combined into one 20 minute rest pause so that the day is divided into three approximately equal work periods.

## **18. Overtime**

### **18.1 Overtime - general**

An employer may require an employee to work reasonable overtime at overtime rates.

### **18.2 Payment for overtime**

Except as provided elsewhere in clauses 8.3(c), 15 and 18:

- (a) All authorised overtime worked by an employee in excess of their ordinary daily hours of duty on a Monday to Saturday, inclusive, shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter.
- (b) All authorised overtime worked by an employee on their rostered day off shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum payment as for 2 hours' work.
- (c) All authorised overtime worked by an employee on a Sunday shall be paid at the rate of double time.
- (d) All authorised overtime worked by an employee on a public holiday shall be paid at the rate prescribed in clause 23.1.

### **18.3 Time off in lieu (TOIL)**

- (a) In lieu of the provisions of clause 18.2, and subject to mutual agreement in writing between the employer and an employee, an employee who works overtime on any day may be granted time off in lieu of overtime worked (TOIL) equivalent to the number of ordinary hours pay that the employee would have received for such overtime.
- (b) Such TOIL must be taken within twelve months from the date of accrual and at a time mutually agreed between the employee and the employer. Any outstanding TOIL shall be paid to the employee in full at the appropriate rate at the time of cessation of employment.

### **18.4 Fatigue leave/rest period after overtime**

- (a) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that 10 consecutive hours off duty has not occurred shall be released after completion of such overtime until 10 consecutive hours off duty occurs without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the employer, an employee resumes or continues ordinary work without having had 10 consecutive hours off duty the employee shall be paid double rates until released from duty and shall then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.

## **PART 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

Annual leave is provided for in Division 5 of the QES. Clauses 19.1 and 19.2 supplement the QES.

#### **19.1 Payment for annual leave**

An employee (other than a casual employee) proceeding on annual leave is entitled to receive the following payments:

- (a) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave; and
- (b) a further amount equal to 17.5% of the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave.

#### **19.2 Annual close down**



- (a) Where an employer closes down its operations or a section or sections thereof for the purposes of allowing annual leave to all or the bulk of the employees in the section or sections concerned, the following provisions shall apply:
  - (i) by the giving of not less than 90 days' notice the employer may direct all employees in the section or sections concerned to take leave for the duration of the closedown and allow those who are not then qualified for sufficient annual leave to cover the period of the close down to take paid annual leave on a proportionate basis and to take such banked days off/TOIL/rostered days off as may be available to the employee to apply towards the close down period.
  - (ii) all time during which an employee is stood down without pay for the purpose of clause 19.2(a)(i) shall count as service in the next 12 monthly qualifying period.
- (b) Notwithstanding clause 19.2(a), where there is agreement between the employer and the majority of employees concerned, the employer may close down its operations or a section or sections thereof on one additional occasion in any 12 month period for the purpose of allowing additional annual leave for a period agreed with its employees.

## **20. Personal leave**

See clause 20 of Division 1 - Provisions with common application.

## **21. Parental leave**

See clause 21 of Division 1 - Provisions with common application.

## **22. Long service leave**

See clause 22 of Division 1 - Provisions with common application.

## **23. Public holidays**

Public holidays are provided for in Division 10 of the QES. Clauses 23.1 and 23.2 supplement the QES provisions.

### **23.1 Payment for work on a public holiday**

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
  - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
  - (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) An employee who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 18.2.
- (c) A casual employee who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.

- (d) The minimum payment provided in clauses 23.1(a) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.

### **23.2 Substitution**

- (a) Subject to statutory limitations (such as the time work may not be performed on Anzac Day) where there is agreement between the employer and an employee or employees, another ordinary working day may be substituted for a public holiday.
- (b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.

### **23.3 Rostered day off on a public holiday**

- (a) An employee (other than a casual employee) whose rostered day off or scheduled day off falls on a public holiday shall be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the employee.
- (b) For the purposes of clause 23.3(a) a **day's wages** or a **day's holiday in lieu** shall equate to the time the employee would normally work.

## **24. Jury service**

See clause 24 of Division 1 - Provisions with common application.

## **25. Service leave**

See clause 25 of Division 1 - Provisions with common application.

## **PART 7 - Union Related Matters**

### **26. Union encouragement**

See clause 26 of Division 1 - Provisions with common application.

### **27. Union delegates**

See clause 27 of Division 1 - Provisions with common application.

### **28. Trade union training leave**

- (a) Subject to the conditions set out in clause 28(d), upon written application by an employee to an employer, such application being endorsed by the relevant union and giving to the employer at least one month's notice, the employee shall be granted up to five working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the union or specific training courses approved and accredited by the union.
- (b) Other courses mutually agreed between the union and an employer may be included under clause 28.
- (c) For the purposes of clause 28(a), **ordinary pay** shall mean at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.
- (d) The granting of such leave shall be subject to the following conditions:

- (i) An employee must have at least 6 months' uninterrupted service with an employer prior to such leave being granted.
  - (ii) This clause shall not apply to an employer where the number of ordinary hours worked by employees covered by this Section is less than 380 hours per week.
  - (iii) Unless agreed otherwise, the maximum number of employees under this Section from any one place of employment of the employer attending a course or seminar in the one calendar year shall be two.
  - (iv) The granting of such leave shall be subject to the convenience of the employer and so that the operations of the employer will not be unduly affected.
  - (v) The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the employer's operations.
  - (vi) Leave granted to attend courses will not incur additional payment if such course coincides with the employee's rostered day off in 38 hour week working arrangements or with any other concessional leave.
- (e) In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- (f) Paid trade union training leave will not affect other leave granted to employees under this Award.

## **29. Right of entry**

See clause 29 of Division 1 - Provisions with common application.

## **PART 8 - Transfers, Travelling and Working Away from the Usual Place of Work**

### **30. Travelling time and expenses**

An employee engaged in catering work away from the employer's regular place of business shall be paid for all time occupied in travelling to and from such employment as well as reasonable travelling expenses where the employer does not provide means of conveyance.

### **31. Transport allowance**

Where an employee ceases work away from the employer's regular place of business and their usual means of transport are not available, the employer shall pay any reasonable additional amount incurred by the employee in reaching their home.

## **PART 9 - Training and Related Matters**

### **32. Training**

- (a) A training program commensurate with the needs of each establishment shall be developed by consultation between the employer and hospitality employees consistent with:
  - (i) the current and future skill needs of the enterprise;
  - (ii) the size, structure and nature of the operations of the enterprise;

- (iii) the need to develop vocational skills relevant to the enterprise and the industry and will be, where appropriate, provided through courses conducted by accredited educational institutions and providers, accredited industry training courses, and internal training.
- (b) A training program developed in accordance with clause 32(a) will have objectives consistent with:
  - (i) developing a more highly skilled and flexible workforce;
  - (ii) providing employees with career opportunities through appropriate training; and
  - (iii) meeting the needs of an enterprise and/or the industry.
- (c) Where it is agreed between the employer and an employee that training in accordance with the program developed pursuant to clause 32(a) should be undertaken by an employee, that training may be undertaken either on or off the job. If the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay.
- (d)
  - (i) Any costs associated with such training, including standard fees for prescribed courses, and prescribed textbooks, incurred in connection with the undertaking of training may be reimbursed by the employer upon production of evidence of expenditure.
  - (ii) Reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress and/or completion of the course.
- (e) Travel costs incurred by an employee undertaking training in accordance with clause 32 which exceed those normally incurred in travelling to and from work may be reimbursed by the employer.

## **Division 2 - Section 4 - Schedule 1 (Classifications - Hospitality Services)**

### **Classification levels**

All employees in this Section are to be categorised into one of seven (7) work levels, as follows:

#### **Introductory level**

- The introductory wage level shall apply to a new employee who enters the industry and who has not demonstrated the competency requirements of level 1 below. An employee at this level will remain at this level for up to three months while training is undertaken to allow the employee to progress to level 1.
- Indicative level of responsibility

An employee at this level would require regular supervision as they are a new entrant or have limited experience and would:

- work under close direction using established routines, methods and procedures with little scope for deviating from these;
- not be required to provide more than basic judgement and application of basic problem solving skills; and
- usually operate within a work team with very limited authority.

#### **Level 1**

- Level 1 employees shall include the following (traditionally used) job titles/positions:
  - Food and beverage attendant grade 1;
  - Kitchen attendant grade 1;
  - Kitchenhand;
  - Singlehand cook;
  - House attendant grade 1;
  - Guest service grade 1;
  - Hospitality services grade 1;
  - Employee grade 2.
- Indicative duties:
  - setting, clearing and cleaning tables and areas of plates, glasses, ashtrays etc;
  - general cleaning duties within a kitchen, scullery or food preparation area, including the cleaning of cooking and general utensils and crockery;
  - assisting employees who are cooking or who are engaged on food and beverage activities, not including service to customers;
  - assembly and preparation of ingredients for cooking;
  - handling, storing and distributing a variety of goods and hospitality products, including pantry items and linen;
  - preparation of salad ingredients and/or distribution to a buffet bar, bistro or other food outlet;
  - rubbish removal;
  - laundry and/or linen duties which may include minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials;
  - collection and delivery of guests' personal dry cleaning and laundry, linen and associated material to and from accommodation areas;
  - basic maintenance duties; and
  - parking guest vehicles.

- Indicative experience and/or qualifications:

Progression towards an AQF 2 qualification relevant to the employer.

- Indicative level of responsibility:

An employee at this level would require regular supervision as they have limited experience and would:

- work under close direction using established routines, methods and procedures with little scope for deviating from these;
- not be required to provide more than basic judgement and application of basic problem solving skills; and
- usually operate within a work team with very limited authority.

## Level 2

- Level 2 employees shall include the following (traditionally used) job titles/positions:

- Food and beverage attendant grade 2;
- Food and beverage attendant grade 2 & 3;
- Employee grade 3;
- Kitchen attendant grade 2;
- Hospitality services grade 2;
- House attendant grade 2;
- Cook - grade 1;
- Leisure attendant grade 1;
- Guest service grade 2;
- Storeperson grade 1;
- Doorperson/security officer grade 1.

- Indicative duties:

- selling, supplying (not serving), dispensing or mixing of a range of alcoholic and non-alcoholic beverages, liquor store activities including the sale of specialised stock lines and/or takeaway liquor from a bottle shop or other liquor outlet consistent with the *Liquor Act 1992* and/or employer policy;
- assisting in the cellar,
- receiving and storing general and perishable goods;
- receipt of monies;
- attending a snack bar, coffee shop or other food and beverage outlet including taking orders and/or serving food and beverages;
- personalised guest services;
- taking reservations, greeting and seating guests, transferring guests' baggage and or property including delivery duties;
- operation of coin dispensing machine;
- payment of authorised jackpots, not requiring attendance at the device nor maintenance of detailed records;
- undertaking general waiting and butler duties including basic food and beverage services;
- cooking of breakfasts, snacks and other basic meals and food items requiring regular supervision and limited experience;
- specialised non-cooking duties associated with a kitchen or food preparation area;
- servicing accommodation areas and cleaning thereof including assisting with dry cleaning processes;
- driving a passenger or courtesy vehicle;
- cleaning duties using specialised equipment and chemicals;

- undertaking routine repair work and maintenance not generally performed by a tradesperson;
  - engaged in activities such as internal promotions and set ups for functions, basic merchandising for promotional activities, door and other minor security duties, bingo or other leisure activities and ushering for shows;
  - acting as an assistant instructor or pool attendant including testing pools and spas, setting up equipment, distribution and care of equipment and the taking of bookings, power boat observer; and
  - assisting with the maintenance of dress standards and good order in the establishment.
- Indicative experience and/or qualifications:

Possession of an AQF 2 qualification or completion of a Traineeship at AQF 2 relevant to the employer.

- Indicative level of responsibility:

An employee at this level would require general supervision and:

- would receive general instructions usually covering the broader technical aspects of the work;
- are subject to progress checks, but such checks are usually confined to ensuring in broad terms, satisfactory progress is being made;
- have their assignments and work reviewed on completion;
- although technically competent and well experienced, there may be occasions on which the employee will receive more detailed instructions; and
- would usually operate in a work team but may have specified areas of autonomy to perform a range of allocated activities and functions.

### Level 3

- Level 3 employees shall include the following (traditionally used) job titles/positions:
  - Food and beverage attendant grade 3;
  - Food and beverage attendant grade 4;
  - Employee grade 4;
  - Kitchen attendant grade 3;
  - Storeperson grade 2;
  - House attendant grade 3;
  - Guest service grade 3;
  - Hospitality services grade 3;
  - Cook - grade 2;
  - Leisure attendant grade 2;
  - Handyperson;
  - Forklift driver;
  - Timekeeper/Security officer grade 1.
- Indicative duties:
  - supplying (not serving) dispensing or mixing of liquor including a range of sophisticated drinks;
  - full control of a cellar or liquor store or outlet including the receipt, delivery and recording of goods within such areas;
  - cooking a range of meals requiring general supervision including a la carte cooking, grill cooking, deep frying and other cooking activities assigned by a higher level employee including setting up of an on-site kitchen;
  - receipt of monies and cash handling;

- attending a wagering terminal (TAB, Keno) or similar electronic gaming terminal (poker machine), holding the appropriate license and performing duties such as floor payouts, correction of minor gaming device faults and general machine maintenance;
  - receiving, storing and distributing goods including the operation of mechanical lifting devices such as forklifts;
  - major repair of linen and/or clothing;
  - dry cleaning;
  - supervision of laundry services;
  - taking/directing of classes, tours and leisure activities associated with sporting areas, health and fitness activities and swimming pools; and
  - timekeeping of employees, general security including security of keys and supervision of dress standard maintenance and good order in the establishment.
- Indicative experience and/or qualifications:  
  
As required at Level 2 and, in addition, progress towards an AQF 3 qualification relevant to the employer.
  - Indicative level of responsibility:  
  
Same as that required at Level 2.

#### **Level 4**

- Level 4 employees shall include the following (traditionally used) job titles/positions:
  - Food and beverage attendant grade 4;
  - Food and beverage attendant grade 5;
  - Baker, Butcher, Cook, Dry Cleaner, Pastrycook, Tailor or other apprenticeship calling;
  - Commis chef;
  - Cook - grade 3;
  - Guest service grade 4;
  - Employee grade 5;
  - Hospitality services grade 4;
  - Leisure attendant grade 3.
- Indicative duties:
  - undertaking specialised waiting and butler duties in a fine dining room or restaurant e.g. bookings/cashier or maitre'd;
  - maintaining and rotating stock and stock balancing;
  - engaged in a variety of trade level activities such as cooking, baking, butchering, pastrycooking and/or setting up of an on-site kitchen; and
  - planning, coordinating and implementing leisure activities for guests and patrons.
- Indicative experience and/or qualifications:
  - Possession of an AQF 3 qualification or completion of an Apprenticeship or Traineeship at AQF 3 or equivalent (such as a City and Guilds qualification) or a qualification with an AQF Level 3 outcome; or
  - Possession of a Recognition Certificate issued in accordance with the provisions of the *Further Education and Training Act 2014* or a predecessor Act.
- Indicative level of responsibility:  
  
An employee at this level would require limited supervision and would:



- receive only limited instructions normally confined to a clear statement of objectives;
- have their work measured in terms of the achievement of stated objectives;
- be fully competent and very experienced in a technical sense and requires little guidance in the performance of work;
- operate with autonomy either individually or within a work team; and
- lead or supervises a work team.

## **Level 5**

- Level 5 employees shall include the following (traditionally used) job titles/positions:
  - Cook - grade 4;
  - Demi chef;
  - Employee grade 6;
  - Food and beverage supervisor;
  - Food and beverage attendant grade 6;
  - Guest service supervisor;
  - Hospitality services grade 5;
  - Relief duty supervisor.
- Indicative duties:
  - the duties of a designated duty supervisor, with the responsibility for general operations, including the maintenance of operational standards during the temporary absence of the regular or principal manager, including when the principal manager is rostered off during a particular shift;
  - coordinating the work of employees engaged in guest service and/or housekeeping;
  - being solely responsible for supervision, training and coordination of gaming staff and/or food and/or beverage staff and/or house attendant employees and/or other cooks or kitchen employees in a single kitchen establishment where no Level 4 or above cooks are employed; and
  - maintenance or service and operational standards, preparation of operational reports and staff rostering.
- Indicative experience and/or qualifications:

As required at Level 4 and, in addition, has progress towards an AQF 4 qualification or higher relevant to the employer.
- Indicative level of responsibility:

An employee at this level would require remote supervision and would:

  - demonstrate an understanding of a broad knowledge base incorporating some theoretical concepts;
  - apply solutions to a defined range of unpredictable problems;
  - identify, analyse and evaluate information from a variety of sources;
  - identify and apply skill and knowledge to a variety of contexts with some depth in some areas;
  - take responsibility for their own outputs in relation to a specified human resource standards; and
  - provide hands on supervisory direction for a work team usually on site.

## **Level 6**

- Level 6 employees shall include the following (traditionally used) job titles/positions:

- Cook grade 5 - Head chef;
  - Chef de Partie;
  - Duty supervisor.
- Indicative duties:
    - duties of a duty supervisor with the responsibility for administrative and accounting activities and responsibility for the maintenance of service and operational standards as required by a duty manager;
    - general and specialised duties including supervision or training of other kitchen staff, ordering and stock control;
    - solely responsible for other cooks and other kitchen employees in the kitchens;
    - responsibility for a safe or counting room, liaising with accounting staff and duty managers, solely responsible for takings and floats, ordering of coins and notes, banking of takings (from all outlets), maintain and process payroll, dissection of wages, administration of superannuation, payroll tax and other payroll records, keep all records, change and maintain audit trails; and
    - responsibility for the full supervision of personnel and functions associated with the accounting and cash management functions, accurate reporting and submission of statutory terms, ensure all accounting taxation and administration functions are in compliance with legislative requirements.
  - Indicative experience and/or qualifications:

Possession of an AQF 4 qualification or higher relevant to the employer.
  - Indicative level of responsibility:

Same as that required at Level 5.

## Division 2 - Section 5

### Operational Services

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## **PART 1 - Title and Operation**

### **1. Title**

See clause 1 of Division 1.

### **2. Operation**

See clause 2 of Division 1 - Provisions with common application.

### **3. Definitions and interpretation**

(a) Definitions with common application are contained in clause 3 of Division 1.

(b) In this Section, unless the context otherwise requires:

**union** means the following industrial organisations of employees in accordance with their callings:

- The Australian Workers' Union of Employees, Queensland;
- The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch); or
- United Voice, Industrial Union of Employees, Queensland

### **4. Coverage**

(a) See clause 4 of Division 1 - Provisions with common application.

(b) This Section covers local government employees engaged in the delivery of operational services in an area of employment not covered by any other Section in this or another Queensland Local Government Industry Award.

### **5. The Queensland Employment Standards and this Award**

See clause 5 of Division 1 - Provisions with common application.

### **6. Enterprise flexibility and facilitative award provisions**

See clause 6 of Division 1 - Provisions with common application.

## **PART 2 - Dispute Resolution**

### **7. Dispute resolution**

See clause 7 of Division 1 - Provisions with common application.

## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

(a) See clause 8 of Division 1 - Provisions with common application. In addition to the provisions with common application the provisions at clause 8(b) and clauses 8.1 to 8.3 below also apply.

- (b) An operational services employee may be employed on a full-time, part-time or casual basis. Employees shall be advised in writing of their employment category and wage level upon engagement.

### **8.1 Full-time employment**

A full-time operational services employee is one who is engaged to work an average of 38 ordinary hours per week as prescribed in clause 15 of this Section.

### **8.2 Part-time employment**

- (a) A part-time operational services employee is an employee who:
  - (i) is employed on predetermined days of the week for a regular number of hours; and
  - (ii) is engaged to work for more than 10 hours but not more than 38 ordinary hours per week; and
  - (iii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification.
- (c) By mutual agreement with their employer, a part-time employee may elect and record in writing, to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hour so worked are to be taken into account in the *pro rata* calculation of all leave and other entitlements.
  - (i) Any additional ordinary hours are to be treated as follows:
    - (A) day workers - additional hours worked within the spread of ordinary hours prescribed in clause 15.3 are to be paid for at the ordinary hourly rate;
    - (B) shift workers - to be paid for at the ordinary hourly rate, plus the applicable shift allowance.

### **8.3 Casual employment**

- (a) A casual operational services employee is one engaged and paid as such.
- (b) Except where otherwise provided, a casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (c) For each ordinary hour worked a casual employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification plus a casual loading of 23%.
- (d) Each casual engagement stands alone with a minimum payment as for 3 hours' work on each occasion unless engaged at a cemetery or on cleaning or caretaking duties, in which case a minimum payment as for 2 hours' work applies to each engagement.
- (e) Casual employees shall be entitled to receive overtime, weekend penalties and public holiday penalty payments in accordance with the terms of this Section.
- (f) Owner drivers of motor vehicles

- (i) Where an owner driver of a motor vehicle is employed as a casual employee they shall be paid a loading of 23% per hour over the ordinary hourly rate for their classification as prescribed in clause 12.1 together with the vehicle hire rate prescribed in Schedule 2.
  - (ii) A casual owner driver is not entitled to receive the loading prescribed in clause 8.3(f)(i) on the vehicle hire rate set out in Schedule 2.
- (g) The long service leave entitlement of casual employees is prescribed in clause 22.

## **9. Termination of employment**

- (a) In addition to the provisions contained in clause 9 of Division 1 - Provisions with common application, the following provisions apply to employees covered by this Section.
- (b) Abandonment of employment
  - (i) An employee who has been absent for a period of 7 working days without the consent of the employer and who does not, during such time, establish to the satisfaction of the employer a reasonable cause for the absence shall be deemed to have abandoned their employment.
  - (ii) Before an employee is terminated on the basis of abandonment of employment the employer shall make a reasonable effort to contact the employee.
  - (iii) Any termination of employment on the basis of abandonment shall be effective as from the date of the last attendance at work or the last day's absence in respect of which consent was granted.

## **10. Redundancy**

See clause 10 of Division 1 - Provisions with common application.

## **11. Consultation - Introduction of changes**

See clause 11 of Division 1 - Provisions with common application.

## **PART 4 – Minimum Wage and Salary Levels, Allowances and Related Matters**

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 in Division 1 (Supported Wage System) apply.)*

## **12. Classifications and minimum wage and salary levels**

See clause 12 of Division 1 - Provisions with common application. In addition to the provisions with common application the provisions at clauses 12.1 to 12.3 below also apply.

### **12.1 Minimum wage levels**

- (a) Subject to clause 12.1(b), employees covered by this Section are to be classified into an appropriate classification and level in accordance with the classification structure set out in Schedule 1 of this Section with minimum wage and salary levels for employees 19 years of age and over to be as set out in the table below:

Classification	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
Level 1, first 6 months	846.50
Level 1, after first 6 months	846.50
Level 2	871.00
Level 3	871.00
Level 4	892.50
Level 5	905.50
Level 6	930.00
Level 7	957.00
Level 8	982.00
Level 9	1,009.50

Notes:

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2020 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest \$0.50.

**(b) Junior rates**

- (i) An employee under 18 years of age shall be paid 60% of the minimum award rate applying to a level 1 employee.
  - (ii) Subject to clause 12.1(b)(iii) an employee aged 18 years of age and under 19 years of age who performs duties other than those expected of an adult shall be paid 75% of the minimum award rate applying to a level 1 employee.
  - (iii) Notwithstanding clause 12.1(b)(ii) junior rates shall not apply to cleaners, caretakers, watchpersons, parking meter maintenance attendants and persons employed at cemeteries.
- (c) An employee aged 19 years of age or over shall be classified and remunerated in accordance with clause 12.1(a).

**12.2 Owner drivers**

An owner driver whilst on annual leave and on days not worked by mutual arrangement (including sick leave, public holidays and long service leave) and during stoppages owing to wet weather, shall be paid at the ordinary hourly rate for their classification as prescribed in clause 12.1 of this Section.

**12.3 Mixed functions**

An employee primarily engaged on the duties of a higher level for a total of more than 4 hours on any day shall be paid the rate applicable to such higher level for the entire day.

**13. Allowances**

In addition to the allowances prescribed in clause 13 of Division 1 - Provisions with common application, clauses 13.1 to 13.27 below also apply to employees covered by this Section.

**13.1 Bus drivers**

- (a) A bus driver required to operate a bus in the dual capacity of driver and conductor shall be paid \$4.47 per day for each day or part thereof on which such work is performed.



- (b) A bus driver operating in the dual capacity of driver and conductor who is required to issue tickets and collect fares shall be paid an additional \$2.76 per day for each day or part thereof on which such work is performed.

### 13.2 Construction, reconstruction, alteration, repair and/or maintenance work

- (a) Subject to clauses 13.2(e) to (g) all employees whilst actually engaged on construction, reconstruction, alteration, repair and/or maintenance work (as defined in clause 13.2(c)) on site shall be paid an allowance as set out below which shall be treated as part of the ordinary weekly wage for all purposes of this Award to compensate for listed disabilities in clause 13.2(b):

- form setters and form setters assistants - at the rate of \$32.10 per week;
- all other employees - at the rate of \$33.25 per week.

- (b) Listed disabilities:

- (i) climatic conditions where working in the open on all types of work;
- (ii) the physical disadvantages of having to climb stairs or ladders;
- (iii) dust blowing in the wind on construction sites;
- (iv) sloppy or muddy conditions;
- (v) dirty conditions;
- (vi) drippings from newly poured concrete;
- (vii) the disability of work on all types of scaffold other than a single plank or bosun's chair;
- (viii) the lack of usual amenities associated with factory work; and
- (ix) all other present disabilities not specifically compensated or allowed for by any other provision of this Award.

- (c) For the purposes of clause 13.2(a), **construction, reconstruction, alteration, repair and/or maintenance work** shall mean and include all work performed on site on construction, reconstruction, alteration, repair and/or maintenance of buildings, (including the construction of additions to existing buildings and the necessary alterations to existing buildings to make them conform to any new additions and the demolition of buildings), water towers, water mains, or reservoirs; dams, barrages, weirs or similar structures, bridges, wharves, piers or jetties, over-passes, under-passes and concrete work incidental thereto; sewerage construction work; pipelines, culverts, kerbing, channelling, roads, traffic islands, and concrete ornamental lakes and land reclamation and or land clearing associated with estate development and building construction.

- (d) An employee receiving payment pursuant to clause 13.2(a) shall not be entitled to any payment in relation to the following disability allowances:

- (i) clauses 13.5(a) to (d) (dirt money); or
- (ii) clauses 13.24(a) to (d) (work in wet places).

- (e) An employee shall not be entitled to the allowance in clause 13.2(a) where they are in receipt of an allowance pursuant to:

- (i) clause 13.4 (clay pit allowance); or

- (ii) clause 13.5(f) (bitumen sprayer allowance); or
  - (iii) clause 13.12 (live sewer work allowance); or
  - (iv) clause 13.16 (quarry allowance); or
  - (v) clause 13.18 (rubbish and sanitary operations allowance); or
  - (vi) or additional payment or disabilities allowance for a specific project.
- (f) The allowance prescribed in clause 13.2(a) is not payable to an employee engaged at a treatment plant.
- (g) Clause 13.2(c) shall not, in relation to dams, weirs and barrages include the following classes of work:
- (i) operation of the dam, weir or barrage;
  - (ii) construction or maintenance of tourist facilities; or
  - (iii) gardening, grass cutting or other agricultural operations.

### **13.3 Cemetery operations**

- (a) Removals or exhumations
- (i) An employee actually engaged in removal or exhumation shall be paid \$53.82 extra for the first body from a grave and \$26.90 for each additional body from the same grave.
  - (ii) An employee who only assists in the removal or exhumation shall be paid an additional \$21.63.
  - (iii) When bones only are to be removed, the employee undertaking such removal shall be paid an additional \$53.82.
  - (iv) No less than four persons should be employed on any exhumation and/or removal of a person over eight years of age; nor shall less than two persons be employed on the exhumation and/or removal of a child between two and eight years of age.
- (b) Wet graves
- (i) Where an employee is required to dig graves in water-logged ground they shall be paid an additional \$1.83 per day.
  - (ii) Where an employee is required to dig graves in ground wherein human seepage is draining from other graves they shall be paid an additional \$4.47 per day.
  - (iii) Each employee engaged in digging graves in water-logged ground shall be supplied with suitable rubber boots by the employer.
- (c) Hammer and drill work - A grave digger engaged on hammer and drill work, using gads and moils, machine drills, pneumatic picks or mechanical picks, shall be paid an additional \$2.99 per day.
- (d) Poison sprays - An employee at cemeteries using poisonous sprays shall be paid an additional \$16.05 per week whilst so engaged.

- (e) Payment for re-opening graves:
  - (i) Where a grave digger is required to re-open a grave later than six days after burial and/or before 6 months after burial they shall be paid an additional \$4.35 for each such grave.
  - (ii) Where ground conditions warrant it, not less than two persons shall be employed on re-opening graves which have been sunk more than 2.13 metres.
- (f) Plaque laying - An employee required to lay plaques in cemeteries shall be paid an additional \$11.50 per week for such work.

#### **13.4 Clay pit allowance**

- (a) A mechanical plant operator, whilst working in a clay pit, shall be paid an additional allowance at the rate of \$33.25 per week to compensate for disabilities associated with working in clay pits, which shall be treated as part of the ordinary weekly wage for all purposes of this Award.
- (b) An employee in receipt of the allowance prescribed in clause 13.4(a) shall not be entitled to the additional allowance prescribed in clause 13.2(a) (construction, reconstruction, alteration, repair and/or maintenance work allowance).

#### **13.5 Dirt money**

- (a) A motor driver carting or an employee handling tar, asphalt, tarred metal, or tarred wood blocks shall be paid an additional \$0.58 per day whilst so engaged.
- (b) An employee engaged in tar or bitumen boiling shall be paid an additional \$0.13 per day whilst so engaged.
- (c) The operator and the driver of a tar or bitumen spray unit shall be paid an additional \$1.30 per week as a shoe and overall allowance. However, this allowance shall not be payable where the employer provides leather shoes and laundered overalls.
- (d) An employee working at chipping and cleaning boilers used for boiling tar shall be paid an additional \$0.31 per hour whilst so engaged.
- (e) An employee in receipt of the allowance prescribed in clause 13.2(a) (construction, reconstruction, alteration, repair and/or maintenance work allowance) shall not be entitled to any of the additional allowance prescribed in clauses 13.5(a) to (d), inclusive.
- (f)
  - (i) Subject to clause 13.5(f)(ii) a bitumen sprayer driver shall be paid an additional \$7.79 per day whilst so engaged.
  - (ii) An employee in receipt of the allowance prescribed in clause 13.5(f)(i) shall not be entitled to the additional allowance prescribed in clause 13.2(a) (construction, reconstruction, alteration, repair and/or maintenance work).

#### **13.6 Divisional and District parities**

See clause 13.1 of Division 1 - Provisions with common application.

#### **13.7 Drivers of sanitary or refuse collection vehicles and their assistants**

An employee primarily engaged in sanitary or refuse collection services shall be:

- (a) paid an additional \$16.05 per week as wet pay;

- (b) paid a footwear allowance of \$2.85 per week where the employer does not provide suitable footwear; and
- (c) provided with a torch and batteries where reasonably required.

### **13.8 Employees removing flood debris**

An employee engaged in removing flood debris from bridges shall be paid an additional \$0.93 per day whilst so engaged.

### **13.9 First-aid attendant**

Where an employer appoints an employee who holds an appropriate first-aid certificate as a first-aid attendant the employee shall be paid an additional \$18.40 per week in which the employee works three days or more.

### **13.10 Height money**

- (a) An employee working at a height of from 15.24 metres to 22.86 metres from the ground or nearest horizontal plane shall be paid an additional \$0.20 per hour.
- (b) An employee working at a height of over 22.86 metres from the ground or nearest horizontal plane shall be paid an additional \$0.30 per hour.

### **13.11 Leading hand allowance**

- (a) Subject to clause 13.11(b) an employee appointed by the employer to be in charge of other employees shall be paid an additional \$6.31 per day which shall be treated as part of the ordinary weekly wage for all purposes of this Award.
- (b) The allowance prescribed in clause 13.11(a) shall not apply to any employee engaged in the operation and or control of an installation (such as a treatment plant, swimming pool or pound) or where the employee's position requires that they work in conjunction with an assistant.

### **13.12 Live sewer work allowance**

- (a) An employee engaged on live sewer work or cleaning septic tanks shall be paid at the following rate for all time so engaged:
  - (i) during ordinary hours - at the rate of time and one-half; and
  - (ii) during overtime or on week-ends or public holidays - at the rate of one-half of the ordinary hourly rate in addition to the relevant overtime, week-end or public holiday rate.
- (b) Employees who are on any day required to carry out work in connection with the release of blockages in sewerage lines, septic tanks and connections thereto shall be paid not less than 4 hours at the appropriate rates. All time involved in travelling to and from such operations shall be deemed to be time worked for this purpose.
- (c) For the purpose of clause 13.12(a), but subject to the qualifications at clause 13.12(d), the term **live sewer work** shall mean work carried out in situations where there is direct aerial connection with a sewer through which sewerage is flowing. The term shall also include work in connection with septic tanks and cleaning of mechanical plant if such plant is contaminated with sewerage.
- (d) The payment prescribed in clauses 13.12(a) and (b) shall not apply in the following situations:

- (i) where aerial connection with a sewer or septic tank is blocked by a disc, plug, valve, water seal or other means; or
  - (ii) to employees engaged at sewerage treatment plants.
- (e) An employee in receipt of the payment prescribed in clauses 13.12(a) and (b) shall not be entitled to the additional allowance prescribed in clause 13.2(a) (construction, reconstruction, alteration, repair and/or maintenance work allowance).

### **13.13 Motor vehicles drawing trailers**

- (a) Where an employee is required to drive a motor vehicle to which a light trailer is attached (i.e. where the loaded mass of the trailer does not require the vehicle and trailer to be considered as a Gross Combination Mass - GCM) they shall be paid an additional \$3.44 per day.
- (b) Not more than one trailer shall be attached and drawn at any one time.
- (c) The additional payment prescribed shall not apply to employees driving articulated vehicles or machinery floats and/or low loaders.
- (d) The term **trailer** does not include:
  - caravans;
  - compressors;
  - concrete mixers;
  - welding plants; or
  - road brooms.

### **13.14 Plant operators - burning off**

Where a plant operator is required to stack partly burnt logs with plant or equipment for reburning purposes during clearing operations they shall be paid an additional \$4.01 per day whilst so engaged.

### **13.15 Poison sprays - other than at cemeteries**

An employee using poison sprays for the control of noxious weeds such as pear, burr and groundsel shall be paid an additional allowance at the rate of \$16.05 per week whilst so engaged.

### **13.16 Quarry allowance**

- (a) Subject to clause 13.16(b) an employee working in a quarry shall be paid an additional allowance at the rate of \$33.25 per week to compensate for disabilities associated with working in quarries, which shall be treated as part of the ordinary weekly wage for all purposes of this Award.
- (b) The allowance prescribed in clause 13.16(a) shall also apply to employees working in:
  - crushing plants;
  - screening plants and similar plants and gravel pits where such plants are in operation,but shall not apply if the plants are operated in a wet process method or other method that prevents the occurrence of a dust nuisance.
- (c) An employee in receipt of the allowance prescribed in clause 13.16(a) shall not be entitled to the additional allowance prescribed in clause 13.2(a) (construction, reconstruction, alteration, repair and/or maintenance work allowance).

### **13.17 Removing dead animals**

- (a) An employee engaged in removing dead horses and/or cattle shall be paid an additional \$2.30 per day whilst so engaged.
- (b) An employee removing dead animals other than described in clause 13.17(a) shall be paid an additional \$0.68 per day whilst so engaged. This payment shall not apply to any employee removing dead vermin arising in the course of their ordinary employment.

### **13.18 Rubbish and sanitary operations allowance**

- (a) A driver of a rubbish vehicle and any assistant primarily engaged on the collection of refuse shall be paid an additional amount of \$2.84 per hour whilst directly engaged on refuse collection work.
- (b) A driver of a sanitary vehicle and any assistant shall be paid an additional amount of \$3.37 per hour whilst directly engaged on sanitary work.
- (c) Where an employee is primarily engaged in refuse or sanitary collection the allowances prescribed in clauses 13.18(a) and (b) shall be treated as part of the ordinary weekly wage for all purposes of this Award.
- (d) An employee in receipt of the allowance prescribed in clause 13.18(a) or (b) shall not be entitled to the additional allowance prescribed in clause 13.2(a) (construction, reconstruction, alteration, repair and/or maintenance work allowance).

### **13.19 Rubbish dumps allowance**

An employee engaged on the filling in, grading and control of fires on rubbish dumps, and thereby being exposed to dirty conditions, dust, wetness and noxious fumes, shall be paid an additional allowance of \$33.25 per week which shall be treated as part of the ordinary weekly wage for all purposes of this Award.

### **13.20 Toilet cleaning**

An employee who is required to clean toilets other than merely by hosing them shall be paid an additional allowance at the rate of \$10.35 per week.

### **13.21 Tool allowance**

- (a) An employee who is employed as a form setter and is required to supply their own tools shall be paid an additional \$13.85 per week.
- (b) This allowance shall not be paid when the employee is absent on annual leave or absent from work without pay for periods of one week or more.

### **13.22 Truck crane or straddle unloader**

An employee required to operate a truck crane or straddle unloader shall be paid an additional \$3.44 per day.

### **13.23 Towing a caravan**

An employee driving an item of plant on a public road to which a caravan is attached shall be paid an additional \$0.35 per hour or part thereof whilst so engaged.

### **13.24 Wet places / working in water**

- (a) Subject to clauses 13.24(d) and (f) and clause 13.26, an employee working in a wet place shall be paid \$5.51 per day in addition to the rates prescribed by this Section.
- (b) A place shall be deemed to be **wet**:
  - (i) when water other than rain is dropping from overhead so that the clothing of any employee employed there will become saturated with water; or
  - (ii) where an employee works without protective waterproof footwear in water and/or slush under-foot to a depth exceeding 50mm.
- (c) No place shall be considered wet where employees are not actually working or where the wetness is caused by rain or by a jet or spraying of water:
- (d) An employee in receipt of the allowance prescribed in clause 13.2(a) (construction, reconstruction, alteration, repair and/or maintenance work allowance), shall not be entitled to any of the allowances prescribed in clauses 13.24(a) to (c).
- (e) Working in water
  - (i) An employee who is required to work in water to a depth exceeding 762mm shall be paid \$2.02 per hour, with a minimum payment of 2 hours at that rate.
  - (ii) This allowance is payable in lieu of that prescribed for working in wet places prescribed in clauses 13.24(a) to (d).
- (f) Clause 13.24 shall not apply to sanitary and garbage employees.

### **13.25 Window cleaning**

- (a) Subject to clause 13.25(b), where an employee is required to clean windows in circumstances where it is necessary to go wholly outside the window or climb around an outside column to do such cleaning the employee shall, if such cleaning or climbing is at a height of more than 3 metres from the nearest horizontal plane, be paid an additional \$0.53 for each such window.
- (b) The provisions of clause 13.25(a) do not apply in the following situations:
  - (i) if the window cleaning is being undertaken whilst standing on a ladder resting on the ground; or
  - (ii) if the outside window or column ledge is more than 50 centimetres wide.
- (c)
  - (i) Subject to clause 13.25(c)(ii), where cleaning is done from a ladder, and any portion of the window to be cleaned exceeds 7.5 metres in height from the ground, the employee shall be paid an additional \$0.53 for each window so cleaned.
  - (ii) When an efficient safety device is provided clause 13.25(c)(i) shall not apply.

### **13.26 Work in the rain**

- (a) Where an employee is required to perform work in the rain and by so doing gets their clothing wet the employee shall be paid double rates for all work so performed. Such payment shall continue until the employee finishes work or until the clothing dries or is able to be changed, whichever is earlier.

- (b) An employee entitled to an additional payment pursuant to clause 13.26 shall not be entitled to any additional payments prescribed by clause 13.24 (wet places).
- (b) Clause 13.26 shall not apply to sanitary and garbage employees.

**13.27 Adjustment of monetary allowances**

- (a) Other than the expense related allowance at clause 13.21 (tool allowance) all monetary allowances specified in clause 13 of this Section shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) In addition to the monetary allowances specified in clause 13, the monetary allowances in clause 18.5(a) (on call payment), clause 35(a) (camp allowance) and schedule 2 part D (water tank and pump hire), respectively, shall be automatically adjusted in the same manner and at the same time as prescribed in clause 13.27(a).
- (c) At the time of any adjustment to the wage rates in this Award the expense related allowance at clause 13.21 (tool allowance), clauses 16.2(c) (meal allowance), 33(b) (motor vehicle allowance) and 36(f) (motor vehicle allowance), shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (d) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0 - Table 7)</u>
Motor vehicle allowance <i>(last adjusted 1 September 2019)</i>	Private motoring sub-group
Overtime meal allowance <i>(last adjusted 1 September 2020)</i>	Take-away and fast foods sub-group
Tool allowance and tools insurance value <i>(last adjusted 1 September 2020)</i>	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group

**14. Superannuation**

See clause 14 of Division 1 - Provisions with common application.

**PART 5 - Hours of Work and Related Matters**

**15. Hours of duty**

**15.1 Ordinary hours of duty**

- (a) Subject to the provisions of clauses 15.1(c) to (g) and clause 15.2, the ordinary hours of duty for employees covered by this Section shall be an average of 38 hours per week with a maximum of 8 hours per day to be worked on one of the following bases:
  - (i) 38 ordinary hours within a work cycle not exceeding 7 consecutive days; or



- (ii) 76 ordinary hours within a work cycle not exceeding 14 consecutive days; or
  - (iii) 114 ordinary hours within a work cycle not exceeding 21 consecutive days; or
  - (iv) 152 ordinary hours within a work cycle not exceeding 28 consecutive days; or
  - (v) any other arrangement mutually agreed between the employer and the affected employee or employees, provided that the ordinary hours do not exceed an average of 38 hours per week.
- (b) Different methods of working a 38 hour week may apply to individual employees, groups or sections of employees in each location concerned.
- (c) (i) Subject to clause 15.1(c)(ii) the method of working the 38 hour week may be altered by the employer after giving seven days' notice, or such shorter period as may be mutually agreed.
- (ii) Prior to any alteration to the method of working the 38 hour week the employer shall consult with the employees directly concerned about the proposed changes.
- (d) (i) The ordinary hours of duty may exceed 8 hours per day, to a maximum of 10 hours, provided that any such arrangement shall be subject to agreement between the employer and the majority of employees concerned.
- (ii) Where any arrangement of ordinary hours exceeds 8 on any day the relevant union is to be notified in writing within 14 days of commencement of such arrangement.
- (e) Where the employer requires it, employees shall commence their ordinary hours and rest pauses at different times to ensure continuity of service.
- (f) Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks, to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.
- (g) (i) Where the arrangement of ordinary hours of work provides for a rostered day off, the employer and an individual employee and/or the majority of employees concerned may agree to accrue up to a maximum of five rostered days off. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
- (ii) Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which each rostered day off was accrued.

## **15.2 Arrangement of ordinary hours of duty**

- (a) Subject to clause 15.3 the ordinary hours of duty may be worked on any five consecutive days in the week, Monday to Sunday inclusive, subject to the following:
- (i) ordinary hours worked on a Saturday shall be paid for at the rate of time and one-half for the first 3 hours and double time thereafter;
  - (ii) ordinary hours worked on a Sunday shall be paid for at the rate of double time.
- (b) Any arrangement of hours which includes a Saturday or Sunday as ordinary hours shall be subject to agreement between the employer and the majority of employees concerned.

- (c) Where any arrangement of hours includes a Saturday or Sunday as ordinary hours the relevant union/s shall be notified in writing within 14 days of commencement of such arrangement.
- (d)
  - (i) In camps, maintenance patrol operations or where special circumstances exist, it may be mutually agreed between the employer and the majority of employees concerned that the ordinary hours in any of the work cycles prescribed in clause 15.1 may be worked on consecutive days.
  - (ii) In such cases, Saturdays and Sundays falling within the period of work shall not be subject to the additional payments prescribed in clauses 15.2(a)(i) or (ii).

### **15.3 Spread of ordinary working hours**

- (a) Subject to clauses 15.3(b) to (h), inclusive, the ordinary hours of duty shall be worked continuously, except for meal breaks and rest pauses, between 0600 and 1800.
- (b)
  - (i) The spread of ordinary hours prescribed in clause 15.3(a) may be altered as to all or a section of employees provided there is agreement between the employer and the majority of employees concerned.
  - (ii) Where special circumstances, such as tidal or flood waters, traffic flows or climatic conditions necessitate work outside the ordinary spread of hours on a particular job or project, the ordinary starting and finishing times may be altered by the employer with the agreement of the majority of employees concerned. Provided that the maximum number of ordinary hours of duty are not exceeded, any such altered starting and finishing time will not invoke any penalty payment that would not be payable if the spread of hours in clause 15.3(a) was observed.
- (c) **By-laws compliance employees**
  - (i) The ordinary hours of work of by-laws compliance employees directly engaged on the enforcement or monitoring observance of Council by-laws shall be determined by the employer after consultation with the employees concerned.
  - (ii) Where broken shifts are worked, there shall not be more than 16 hours between the starting and finishing time on any one day.
- (d) **Sanitary and garbage workers**

The ordinary hours of duty of sanitary and garbage workers may be worked between the hours of 0400 and 1600.
- (e) **Street sweepers and/or cleaners, sewer cleaners and pump attendants**
  - (i) The ordinary hours of duty of street sweepers and/or cleaners, operators of street sweeping and flushing machines, sewer cleaners underground and pump attendants shall be determined by the employer based on the requirements of the work.
  - (ii) Where such employees are required to work their ordinary hours before 0600 or after 1800 an additional amount of 25% of the ordinary time hourly rate shall be paid for all hours worked before 0600 or after 1800.
- (f) **Water and sewerage treatment employees**

The ordinary hours of work of employees at water and sewerage treatment plants shall be determined by the employer after consultation with the employees concerned.

(g) Bus drivers

- (i) The starting and finishing times of motor bus drivers and depot attendants engaged in bus services operated by the employer shall be as determined by the employer and contained in a roster displayed in a prominent place in the depot.
- (ii) Except in the case of unforeseen circumstances (such as the illness or absence of another driver), or where the employee/s concerned agree, the roster shall not be changed unless six days' notice of such change is given by the employer.

(h) Swimming pool employees

- (i) The ordinary hours of work of all employees employed at swimming pools, other than Fitness Instructors and Support Workers covered by Section 3 of Division 2, shall be determined by the employer after consultation with the employees concerned.
- (ii) Except in the case of managers, caretakers or persons in charge, the hours determined in accordance with clause 15.3(h)(i) may be worked on the basis of a split shift within a spread of 12 hours from the starting time each day, with not more than two breaks other than meal breaks or rest pauses.

**15.4 Shift work**

- (a) The employer may require specific work to be performed on the basis of shift work. Prior to implementing a system of shift work consultation shall take place between the employer and the affected employees.
- (b) The ordinary hours of duty of shift workers shall average 38 hours per week inclusive of a paid crib break each day and shall not exceed 152 hours in 28 consecutive days.
- (c) A shift shall consist of not more than 10 hours inclusive of a paid crib break, subject to the following conditions:
  - (i) in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any shift, the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the work section or sections concerned;
  - (ii) by agreement between an employer, the union/s concerned and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:
    - (A) the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12 hour shifts;
    - (B) proper health and monitoring procedures being introduced;
    - (C) suitable roster arrangements being made;
    - (D) proper supervision being provided; and
  - (iii) except at the regular changeover of shifts, an employee shall not be required to work more than one shift in each 24 hours.
- (d) Unless otherwise agreed between the employer and the majority of employees affected:

- **afternoon shift** means a shift finishing after 1800 and at or before 2400; and
- **night shift** means a shift finishing after 2400 and at or before 0800.

### **15.5 Shift allowances**

- (a) In addition to the wage rates prescribed in this Section, shift workers shall be paid the following shift allowances for each ordinary hour worked on an afternoon or night shift between 0000 Monday and 2400 Friday inclusive:
- afternoon shift - 12.5%
  - night shift - 15%
- (b) All ordinary time worked by shift a worker between midnight Friday and midnight Saturday shall be paid for at the rate of time and one-half for the first 3 hours and double time thereafter.
- (c) All ordinary time worked by a shift worker between midnight Saturday and midnight Sunday shall be paid for at the rate of double time.

## **16. Meal breaks**

### **16.1 Meal Breaks during ordinary hours of duty**

- (a) (i) Subject to clause 16(d) employees working day work shall be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes to commence not later than 6 hours after the ordinary starting time each day.
- (ii) The duration of a meal break having been determined, it may only be altered by mutual agreement or by the giving of one week's notice to the employee/s concerned.
- (b) Shift workers shall be allowed a 30 minute paid crib break to be taken in such a manner as to not interfere with the continuity of work where continuity is necessary.
- (c) Except as provided for in clause 16(d), all work done during the recognised meal break shall be paid for at the rate of double time. Such payment will continue until a meal break is taken.
- (d) Continuity of work during meal breaks
- (i) Where the efficiency of the employer may be increased through a job being completed or work being continued for up to 30 minutes into the normal meal break, the meal break may be delayed up to a maximum of 30 minutes without penalty.
- (ii) The normal meal break shall be taken on the completion of the job or when 30 minutes has elapsed.
- (iii) Where the work situation requires it, the employer and the employee/s may agree to reduce the normal meal break duration to 30 minutes, taken within the normal starting and ceasing time of the meal break, provided that any employee/s who normally has a 45 or 60 minute meal break shall finish work 15 minutes or 30 minutes earlier, as the case may be.

### **16.2 Meal breaks during overtime**

- (a) (i) An employee required to continue work after the normal ceasing time on any day shall be entitled to a 30 minute paid crib break after 2 hours' overtime where work is to continue beyond 2 hours.
- (ii) Where such overtime continues beyond 1800, a 30 minute paid crib break shall be provided after one hour of overtime where work is to continue beyond that one hour period.
- (iii) After each further period of 4 hours' overtime on the same day, the employee shall be allowed 45 minutes for a paid crib break where work is to continue beyond that 4 hour period.
- (b) (i) In all other circumstances an employee shall be entitled to a paid crib break of 30 minutes after 5 hours of overtime where the employee is required to work beyond the fifth hour.
- (ii) A further paid crib break of 45 minutes shall be provided after each additional period of 4 hours where the employee is required to work beyond that 4 hour period.
- (c) At each paid crib break mentioned in clauses 16(a) and (b) the employee concerned, other than one living in camp, shall either be provided with a reasonable meal at the employer's expense or paid a meal allowance of \$13.45 in lieu.

## **17. Rest pauses**

- (a) Where practicable 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 to be taken at such times as will not interfere with the continuity of work where continuity is necessary.
- (b) Notwithstanding clause 17(a) 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 three approximately equal working periods.

## **18. Overtime**

### **18.1 Overtime - general**

An employer may require an employee to work reasonable overtime at overtime rates.

### **18.2 Payment for overtime - day workers**

Except as provided elsewhere in clauses 15 and 18:

- (a) All authorised overtime worked by an employee in excess of their ordinary daily hours of duty or outside their spread of ordinary working hours on a Monday to Friday, inclusive, shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter.
- (b) All authorised overtime worked by an employee on a rostered day off shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum payment as for 3 hours' work. An employee shall not be entitled to a minimum payment in respect of each separate period of overtime.
- (c) (i) Subject to clause 18.2(c)(ii) all authorised overtime worked by an employee on a Saturday shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter

with a minimum payment as for 3 hours' work. An employee shall not be entitled to a minimum payment in respect of each separate period of overtime.

- (ii) In the case of an employee on call who is being paid the on call allowance prescribed in clause 18.5, a minimum payment of one and one-half hours shall apply.
- (d) (i) Subject to clause 18.2(d)(ii) all authorised overtime worked by an employee on a Sunday shall be paid at the rate of double time with a minimum payment as for 3 hours' work. An employee shall not be entitled to a minimum payment in respect of each separate period of overtime.  
(ii) In the case of an employee on call who is being paid the on call allowance prescribed in clause 18.5, a minimum payment of one and one-half hours shall apply.
- (e) All authorised overtime worked by an employee on a public holiday shall be paid at the rate prescribed in clause 23.1.
- (f) The minimum payments provided in clauses 18.2(b), (c) and (d) shall not apply where such overtime is performed immediately preceding or following ordinary hours.

### **18.3 Payment for overtime - shift workers**

- (a) Subject to clause 18.3(b), all shift workers are to be paid for all authorised overtime at the rate of double time.
- (b) All authorised overtime worked by a shift worker on a public holiday shall be paid at the rate prescribed in clause 23.1.

### **18.4 Payment for overtime - owner drivers**

In the case of an owner driver working overtime, overtime rates shall be paid on the wage of the driver as prescribed in clause 12.1 and the use of the truck shall be paid in accordance with the hire rate as set out in Schedule 2 of this Section.

### **18.5 On call**

- (a) Where an employee is directed to remain on call between Monday to Saturday, inclusive, during any day or night outside their ordinary working hours shall be paid \$19.05 for each day and/or night during which the employee remains on call.
- (b) Where an employee is directed to remain on call on any Sunday or public holiday, the employee shall be paid for such Sunday or public holiday a sum equal to their pay for an ordinary working day of 8 hours subject to the following conditions:
  - (i) if the employee, whilst on call, is required to perform any work for which rates of pay are fixed by this Section, the employee shall be paid for the time so worked at the relevant overtime rate and the on call payment shall be reduced by an amount bearing the same proportion to such sum as the time worked at overtime rates bears to the period of 8 hours (e.g. if 2 hours overtime is worked, the on call payment shall be reduced by the equivalent of 2 hours' pay calculated at the employee's ordinary time rate); and
  - (ii) if the time worked by the employee at overtime rates is 8 hours or more, then the employee shall be entitled to receive payment for the time worked beyond 8 hours at the applicable overtime rate without any further reduction in the on call payment.

- (c) An employee directed to remain on call must be able to be contacted and be able to respond within a reasonable period of time.
- (d) An employee shall not be considered to be on call due solely to a customary arrangement whereby the employee returns to the employer's premises outside ordinary hours to perform a specific job.

#### **18.6 Recall to duty**

- (a)
  - (i) An employee recalled to work overtime on one of their ordinary working days (other than on a Saturday or Sunday) shall receive a minimum payment of 4 hours at the relevant overtime rate.
  - (ii) An employee shall not be entitled to the minimum payment prescribed in clause 18.6(a)(i) in respect of each call out on the same day where:
    - (A) the employee was notified of the need to return to perform work prior to the completion of the ordinary hours on the day in question; or
    - (B) the employee is required to remain on call and is paid the allowance prescribed in clause 18.5(a),

in which case a minimum payment of 2 hours at the relevant overtime rate shall be payable.

- (b) Notwithstanding the provisions of clause 18.6(a)(i) or (ii) an employee recalled to work overtime may be required to perform additional work of a breakdown or emergent nature which arises during the course of the work which was the subject of the recall.
- (c) Overtime worked in the circumstances specified in clause 18.6 shall not be regarded as overtime for the purposes of clause 18.7 where the actual time worked is less than 2 hours on such recall or on each of such recalls.
- (d) Clause 18.6 shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside of ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

#### **18.7 Fatigue Break**

- (a) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that there is not at least 10 consecutive hours off duty between those times shall, subject to clause 18.7(b), be released after completion of such overtime until there is 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the employer, an employee resumes or continues work without having had 10 consecutive hours off duty in accordance with clause 18.7(a), the employee shall be paid double rates until released from duty for such period and the employee shall then be entitled to be absent until there is 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) Clause 18.7 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:
  - (i) for the purpose of changing shift rosters;

- (ii) where a shift worker does not report for duty;
- (iii) where a shift is worked by arrangement between the employees themselves.

## **PART 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

Annual leave is provided for in Division 5 of the QES. Clauses 19.1 to 19.3 supplement the QES.

#### **19.1 Period of annual leave**

In lieu of the requirements prescribed at Sections 31(1)(b) and (6) of the Act, a continuous shift worker covered by this Section shall be entitled to 5 weeks annual leave.

#### **19.2 Payment for annual leave**

- (a) Subject to clause 19.2(c) an employee (other than a shift worker) proceeding on annual leave is entitled to receive the following payments:
  - (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave; and
  - (ii) a further amount equal to 17.5% of the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave.
- (b) Subject to clauses 19.2(c) a shift worker proceeding on annual leave is entitled to receive the following payment:
  - (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave calculated according to the employee's roster or projected roster including shift, weekend or public holiday penalties; or
  - (ii) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave plus a further amount equal to 17.5% of the salary being paid to the employee immediately before the employee takes the leave for the period of such leave, excluding any shift, weekend or public holiday penalties,whichever is the higher.
- (c) Leading hand allowances payable for ordinary time worked, and other all purpose payments as identified in this Section, shall be included in the wage rate used for calculating an employee's annual leave payment as set out in clauses 19.2(a) or (b).

#### **19.3 Annual close down**

- (a) Where an employer closes down its operations or a section or sections thereof for the purposes of allowing annual leave to all or the bulk of the employees in the section or sections concerned, the following provisions shall apply:
  - (i) by the giving of not less than 90 days' notice the employer may direct all employees in the section or sections concerned to take leave for the duration of the closedown and allow those who are not then qualified for sufficient annual leave to cover the period of the close



down to take paid leave on a proportionate basis and to take such accumulated time off/rostered days off as may be available to the employee to apply towards the close down period.

- (ii) all time during which an employee is stood down without pay for the purpose of clause 19.3(a)(i) shall count as service in the next 12 monthly qualifying period.
- (b) Notwithstanding clause 19.3(a), where there is agreement between the employer and the majority of employees concerned, the employer may close down its operations or a section or sections thereof on one additional occasion in any 12 month period for the purpose of allowing additional annual leave for a period agreed with its employees.

## **20. Personal leave**

See clause 20 of Division 1 - Provisions with common application.

## **21. Parental leave**

See clause 21 of Division 1 - Provisions with common application.

## **22. Long service leave**

See clause 22 of Division 1 - Provisions with common application.

## **23. Public holidays**

Public holidays are provided for in Division 10 of the QES. Clauses 23.1 to 23.4 supplement the QES provisions.

### **23.1 Payment for work on a public holiday**

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
  - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
  - (ii) is required to work on the public holiday will, in addition to the payment prescribed in clause 23.1(a)(i), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) An employee who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clauses 18.2 or 18.3, as the case may be.
- (c) An employee who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payment provided in clauses 23.1(a) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.

### **23.2 Substitution**

- (a) Subject to statutory limitations (such as the time that work may not be performed on Anzac Day) where there is agreement between the employer and an employee or employees, another ordinary working day may be substituted for a public holiday.
- (b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.

### **23.3 Employees who do not ordinarily work Monday to Friday of each week**

- (a) An employee who does not ordinarily work Monday to Friday of each week is entitled to public holidays as follows:
  - (i) a full-time employee is entitled to either payment for each public holiday or a substituted day's leave.
  - (ii) where a public holiday falls on a Saturday or a Sunday (e.g. Australia Day) but is substituted for another day, all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (b) For the purpose of clause 23.3(a), **payment for each public holiday** or the taking of a **substituted day's leave** will be equivalent to one fifth of the employee's ordinary weekly hours paid at the ordinary hourly rate.
- (c) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day, an employee required to work on Christmas Day (i.e. 25 December) is to be paid at the rate of double time if it is a Saturday and double time and one-half if it is a Sunday.
- (d) Nothing in clause 23.3 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

### **23.4 Rostered day off on a public holiday**

- (a) An employee (other than a casual employee) who is rostered off duty on any public holiday shall be paid an additional day's wage or, by mutual agreement between the employer and the employee, be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the employee concerned, including by taking it in conjunction with annual leave.
- (b) For the purpose of clause 23.4(a), an additional day's wage or a day's holiday in lieu means one fifth of the employee's ordinary weekly hours paid at the ordinary hourly rate.
- (c) Nothing in clause 23.4 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

## **24. Jury service**

See clause 24 of Division 1 - Provisions with common application.

## **25. Service leave**

See clause 25 of Division 1 - Provisions with common application.

## **PART 7 - Union Related Matters**

**26. Union encouragement**

See clause 26 of Division 1 - Provisions with common application.

**27. Union delegates**

See clause 27 of Division 1 - Provisions with common application.

**28. Trade union training leave**

- (a) Subject to the conditions set out in clause 28(d), upon written application by an employee to an employer, such application being endorsed by the relevant union and giving to the employer at least one month's notice, the employee shall be granted up to five working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the union or specific training courses approved and accredited by the union.
- (b) Other courses mutually agreed between the union and an employer may be included under clause 28.
- (c) For the purposes of clause 28(a), **ordinary pay** shall mean at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.
- (d) The granting of such leave shall be subject to the following conditions:
  - (i) An employee must have at least 12 months' uninterrupted service with an employer prior to such leave being granted.
  - (ii) This clause shall not apply to an employer with less than 10 full-time employees covered by this Section.
  - (iii) The maximum number of employees under this Section from any one place of employment of the employer attending a course or seminar at the same time will be as follows:
    - (A) where the employer employs between 10 and 100 employees 2
    - (B) where the employer employs 100 employees or more 4
  - (iv) The granting of such leave shall be subject to the convenience of the employer and so that the operations of the employer will not be unduly affected.
  - (v) The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the employer's operations.
  - (vi) Leave granted to attend courses will not incur additional payment if such course coincides with the employee's rostered day off in 38 hour week working arrangements or with any other concessional leave.
- (e) In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- (f) Paid trade union training leave will not affect other leave granted to employees under this Award.

## **29. Right of entry**

See clause 29 of Division 1 - Provisions with common application.

## **PART 8 - Transfers, Travelling, Working Away, Camps and Equipment**

### **30. Provisions of general application**

- (a) Each employee covered by this Section shall start and cease work on the job at the usual commencing and finishing times and may be required to travel from work site to work site as directed by the employer.
- (b) An employee driving a vehicle supplied by the employer outside ordinary working hours at the direction of the employer for the purpose of transporting:
  - (i) other employees; and/or
  - (ii) goods, stores, provisions, tools or equipment on behalf of the employer,shall be deemed to be working and entitled to be paid overtime at the applicable overtime rate/s.
- (c) For purposes of clarity, nothing in clause 30(b) is designed to entitle an employee to overtime rates where the vehicle they might be driving is carrying goods, stores, provisions, tools or equipment owned by the employee or the employer as an incidental aspect of the journey.

### **31. Provisions applicable to depot, workshop or facility based employees**

Except as prescribed elsewhere in this Section, no fares or travelling time shall be paid to a depot, workshop or facility (DWF) based employee who is engaged to work either permanently or principally at a depot, workshop or facility owned or operated by the employer.

### **32. Employees required to report to a depot**

- (a) Where an employer requires an employee to report to the usual depot and then travel to a job site located within 5 km of the depot, the employee shall be responsible for their own travel to the job site and return.
- (b) Where an employer requires an employee to report to the usual depot and then travel to a job site in excess of 5 km from the depot, the employer shall provide transport to the job site and return.
- (c) In the circumstances outlined in clauses 32(a) and (b), travelling between the depot and the job that occurs outside an employee's ordinary hours of duty shall be paid for at the employee's ordinary hourly rate.

### **33. Employees required to report directly to the job site**

- (a) Where an employee is required to report directly to a job site any additional time taken to travel to the job site compared to travelling from the employee's home to the usual depot shall be paid for at the employee's ordinary hourly rate.
- (b) Employees who use their own motor vehicle to travel directly to a job site shall be paid \$0.59 per kilometre for that part of the trip that exceeds the distance between the employee's normal place of residence and the usual depot.

- (c) Where there is agreement between the employer and the majority of employees concerned different travelling arrangements may apply.

### **34. Distant work - other than if living in a camp**

An employee required to travel to a locality at such distance from the employee's usual place of residence that the employee cannot reasonably return to that place each night shall be:

- (a) provided with reasonable transport to and from such locality; and
- (b) reimbursed the actual and reasonable expenses for any meals and incidental expenses necessarily incurred by the employee while undertaking such travel; and
- (c) provided with reasonable board and accommodation.

### **35. Camp allowance and accommodation**

- (a) Where for the performance of work it is necessary for an employee to live in a camp provided by the employer either:
  - (i) because there are no reasonable transport facilities to enable the employee to travel to and from home each day; or
  - (ii) because the employee is directed to live in the camp,

the employee shall be paid a camping allowance of \$15.71 for each day (including Saturday and Sunday) the employee lives in camp.

- (b) When an employee lives in a camp during the week and returns home or is otherwise absent from camp for not more than two nights during the week, but does not absent themselves from the job for any of the ordinary working hours, they shall be paid the camping allowance for each of the normal working days.
- (c) The camp shall be provided free of charge by the employer with board and accommodation of a suitable standard.
- (d) For the purposes of this clause, whether board and accommodation is of a suitable standard is to be assessed against the "standard" set out in clauses 10.1, 10.2 or 10.3, as may be applicable, in the *Local Government Employees (Excluding Brisbane City Council) Award - State 2003*.
- (e) In the event of any dispute about the standard of accommodation the matter shall be dealt with in accordance with the provisions of clause 7.2 of Division 1 of this Award.

### **36. Employee living in a camp or caravan**

- (a) Where a camp or caravan is situated:
  - (i) within a radius of 150 km of the recognised centre employees will be transported to and from such centre on a weekly basis by the employer;
  - (ii) outside a radius of 150 km of and within a radius of 300 km of the recognised centre: the employees will be transported to and from such centre on a fortnightly basis by the employer;

- (iii) outside a radius of 300 km of the recognised centre: the employees will be transported to and from such centre on a four weekly basis by the employer.
- (b) Travelling time between the camp or caravan and the recognised centre: is to be paid for at ordinary rates.
- (c) For the purposes of clause 36, **recognised centre** shall mean the nearest Council depot to the camp or caravan.
- (d) An employee using their own vehicle to travel between the camp or caravan and recognised centre and who agrees to transport stores and/or other materials shall be paid travelling time at the rate of time and one-half.
- (e) Travelling time relating to travel between the camp or caravan and a job site, or return, which is undertaken outside the ordinary working hours shall be paid for at the rate of time and one-half.
- (f) An employee required to use their own motor vehicle in lieu of employer provided transport shall be paid \$0.59 per kilometre.

## **PART 9 - Training and Related Matters**

### **37. Training**

The parties to this Section recognise that in order to increase the efficiency and productivity of the enterprise 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.

## **Division 2 - Section 5 - Schedule 1 (Classifications - Operational Services)**

### **Characteristics of levels**

All positions in this Section are to be categorised into one of nine work levels, as follows:

#### **Level 1**

Employees, including certain employees during their first 6 months of employment, would perform a range of basic tasks in accordance with specific guidelines and procedures. Work would be performed under regular supervision.

Activities normally associated with this level would include:

- basic labouring tasks;
- cleaning;
- caretaking;
- basic operational or maintenance tasks associated with cemeteries, depots or swimming pools;
- basic hospitality tasks relating to serving of drinks and cooking;
- driving a rigid motor vehicle up to 4.5t GVM.

Occupations normally associated with this level include:

- Labourer grade 1;
- Surveyors labourer;
- Driller - water wells up to 300 metres;
- Driller - water wells over 300 metres;
- Driller - sub artesian bores up to 300 metres;
- Municipal baths - other employees;
- Caretaker;
- Day cleaner;
- Other employees:
  - Cemeteries;
  - Bar attendant/drink waiter;
- Cook (other than included elsewhere);
- Bus depot attendants;
- Car park attendants;
- Watchpersons/gatekeepers.

## Level 2

Employees perform a range of tasks involving general skills. Typically, industry experience enables the application of such general skills to the requirements of the work. Work would be performed under regular supervision.

Activities normally associated with this level would include:

- Surveyor's chainperson grade II;
- bitumen asphalt or concrete work;
- operation of a variety of hand held power tools or machinery (including motor mowers);
- general gardening duties;
- driving a rigid motor vehicle exceeding 4.5t GVM up to 11t GVM;
- driving a motor bus carrying fare paying passengers with less than 12 seats;
- general sewerage or water maintenance work;
- assisting rubbish or sanitary vehicle drivers.

Occupations normally associated with this level include:

- Labourer grade 2;
- Surveyor's chainperson grade II;
- Surveyor's cooks;
- Head driller - water wells up to 300 metres;
- Head driller - water wells over 300 metres;
- Driller - sub artesian bores 300 metres to 600 metres;
- Head driller - sub artesian bores up to 300 metres;
- Head driller - sub artesian bores 300 metres to 600 metres;
- Driller - sub artesian bores over 600 metres;
- Turncock;
- Motor vehicle driver with capacity over 1.27t to 3.04t;
- Motor vehicle driver with capacity over 3.04t to 6.08t;
- Rubbish vehicle driver's assistant;
- Sanitary vehicle driver's assistant;
- Driver of motor bus;



- Single hand cook.

### Level 3

Employees perform a broad range of tasks requiring developed industry skills. Employees would exercise a broad knowledge of construction and/or maintenance activities and either individually or as part of a team be able to undertake a substantial proportion of typical projects. The work would be performed under general supervision.

Activities normally associated with this level would include:

- Surveyor's chainperson grade I;
- pipelaying, concrete finishing, scaffolding;
- supervision of refuse tip (tip master);
- skilled gardening work (e.g. grafting, propagating);
- driving a rigid motor vehicle exceeding 11t GVM up to 15t GVM;
- driving a motor bus with more than 12 seats;
- store operations;
- Person in charge - municipal baths;
- operation of small ride-on equipment or light mechanical plant;
- operation of light mechanical plant including ride-on mower/tractor with implements, motor vehicles with capacity exceeding 6.08t, pneumatic tyred tractor without powered attachments up to 70 KW, pneumatic tyred tractor with powered attachments up to 35 KW, crawler tractor without powered attachments up to 4,536 kgs, crawler tractor with powered attachments up to 2,721 kgs, powered vibrating road roller up to 4 tonne, pneumatic tyred powered road roller up to 8 tonne, steel wheeled powered road roller up to 8 tonne, pile driving machine, motor mower driver - cemeteries.

Occupations normally associated with this level include:

- Labourer grade 3;
- Labourer grade 4;
- Operator of ride-on mower/tractor with implements;
- Form setter's assistant;
- Gearperson or derrickperson;
- Surveyor's chainperson grade 1;
- Patrolperson animal control grade 1;
- Beach inspector - first 6 months;

- Parking patrol officer - first 12 months;
- Persons in charge - municipal baths;
- Driver of motor vehicles with capacity exceeding 6.08t;
- Operator of pneumatic tyred tractor without powered attachments to 70 KW;
- Operator of pneumatic tyred tractor with powered attachments up to 35 KW;
- Operator of crawler tractor without powered attachments up to 4535 kgs;
- Operator of crawler tractor with powered attachments up to 2721 kgs;
- Operator of powered vibrating road roller up to 4 tonne;
- Operator of pneumatic tyred powered road roller up to 8 tonne;
- Operator of steel wheeled powered road roller up to 8 tonne;
- Operator of pile driving machine;
- Motor mower driver - cemeteries;
- Attendant to graves.

#### **Level 4**

Employees perform more highly skilled and often, specialised tasks. In some cases these tasks would require formal training and involve the holding of an appropriate authority. A sound knowledge of Council by-laws or legislative provisions relevant to the area of work would also be a feature. The work would be performed under general supervision.

Activities normally associated with this level would include:

- operation of large ride-on equipment (e.g. skid steer loader exceeding 2,000cc) or ride-on mower exceeding 12 h.p.);
- Dogging, Rigging;
- General by-laws enforcement (with relevant experience);
- grave digging;
- Beach inspector (second 6 months of experience);
- operation of forklifts and hydraulic mobile platforms;
- Surveyor's instrument hand;
- driving a rigid motor vehicle exceeding 15t GVM;
- driving a rigid motor vehicle (truck tractor) and heavy trailer combination (trailer having loaded mass of 3.5t or more) not exceeding 22.5t GCM;
- driving an articulated vehicle (with 3 axles) not exceeding 24t GCM).

Occupations normally associated with this level include:

- Labourer grade 5;
- Surveyor's instrument hand;
- Operator of automotive ride-on linemarker;
- Beach Inspector - second 6 months;
- By-laws patrolperson grade 1;
- Patrolperson animal control grade 2;
- Parking patrol officer - thereafter;
- Rigger;
- Grave digger;
- Head waiter;
- Operator of forklift up to 5000 kg;
- Operator of forklift over 5000 kg;
- Operator of hydraulic mobile platform;
- Earthmoving equipment assistant serviceperson;

#### **Level 5**

Employees perform work at the trade or equivalent level. This would generally involve the selection and application of appropriate skills to suit varying demands of the work. Supervision or direction of other employees would often be a feature of this level. The work would be performed under limited supervision.

Activities normally associated with this level would include:

- form setting (requiring trade level skills);
- bridge carpentry;
- parking meter maintenance;
- Beach Inspector (12 months' experience);
- Manager - municipal baths;
- Supervisor by-law enforcement activities;
- qualified Cook;
- assist in the operation of a water treatment plant;

- Horticulturalist (trade qualified);
- driving a rigid motor vehicle (truck tractor) and heavy trailer combination (trailer having loaded mass of 3.5t or more) exceeding 22.5t GCM;
- driving an articulated vehicle exceeding 24t GCM;
- driving a low loader not exceeding 43t GCM;
- earthmoving equipment serviceman;
- operation of medium mechanical plant; including backhoe, street sweeping machine, single unit grader up to 35 KW, scraper loader up to 10 cubic metre capacity, excavator up to .5 cubic metre capacity, front-end or overhead loader up to 2.25 cubic metre capacity, pneumatic tyred tractor without powered attachment over 70 KW, pneumatic tyred tractor with powered attachment 35 to 110 KW, crawler tractor without powered attachment over 4,535 kgs shipping weight, crawler tractor with powered attachment 2,721 to 18,143 kgs shipping weight, powered vibrating road roller over 4 tonne, pneumatic tyred powered road roller over 8 tonne, steel wheeled powered road roller over 8 tonne, mobile crane up to 15 tonne.

Occupations normally associated with this level include:

- Ganger - 4 persons or under;
- Ganger - 5 to 10 persons;
- Noxious plant supervisor;
- Operator of street sweeping machine;
- Ganger class B on water supply and sewerage;
- Batching plant operator;
- Dam and reservoir caretaker;
- Water treatment plant operator's assistant;
- Beach inspector - after 12 months;
- Form setter;
- Bridge carpenter;
- Bridge carpenter - concrete bridges;
- By-laws patrolperson grade 2;
- Patrolperson animal control grade 3;
- Manager - municipal baths;
- Parking meter maintenance attendant;
- Qualified cook;

- Operator of single unit grader up to 35 KW;
- Operator of scraper loader up to 10 cubic metre capacity;
- Operator of excavator up to 0.5 cubic metre capacity;
- Operator of front-end or overhead loader up to 2.25cubic metre capacity;
- Operator of pneumatic tyred tractor without powered attachments;
- Operator of pneumatic tyred tractor with powered attachment up to 110 KW;
- Operator of crawler tractor without powered attachment - over 4535 kgs shipping weight;
- Operator of crawler tractor with powered attachment 2721 to 18143 kgs shipping weight;
- Operator of powered vibrating road roller over 4 tonnes;
- Operator of pneumatic tyred powered road roller over 8 tonnes;
- Operator of steel wheeled powered road roller over 8 tonnes;
- Earthmoving equipment serviceperson;
- Backhoe operator;
- Driver of mobile crane - up to 15 tonnes.

## **Level 6**

Employees would exercise trade or equivalent skills at a level higher than that applicable in Level 5. The work would generally involve the application of such skills in a more complex area or to a more advanced degree. The work would generally be performed under remote supervision.

Activities normally associated with this level would include:

- assist in the operation of a sewerage treatment plant;
- operation of primary treatment plants;
- diving;
- coordination of by-laws, monitoring and enforcement operation;
- driving a rigid motor vehicle (truck tractor) and heavy trailer/s combination (trailer having loaded mass of 3.5 tonnes or more) exceeding 42.5 GCM;
- driving an articulated or double articulated vehicle exceeding 42.5 GCM;
- driving a low loader exceeding 43 tonnes GCM;
- operation of heavy mechanical plant; single unit grader over 35 KW, scraper loader over 10 cubic metre capacity, excavator over 0.5 cubic metres, front-end or overhead loader over 2.25 cubic metres, pneumatic tyred tractor with powered attachment over 110 KW, crawler tractor with powered attachment over 18,143 kgs shipping weight, mobile crane 15 to 100 tonnes.

Occupations normally associated with this level include:

- Ganger - more than 10 persons;
- Shire/City ranger;
- Senior Shire/City ranger;
- Impounder grade 1;
- Impounder grade 2;
- Ganger class A - water supply and sewerage;
- Operator - primary treatment plant;
- Sewerage treatment plant operator's assistant;
- Diver;
- Operator of single unit grader over 35 KW;
- Operator of scraper loader over 10 cubic metre capacity;
- Operator of excavator over 0.5 cubic metre capacity;
- Operator of front-end or overhead loader over 2.25 cubic metre capacity;
- Operator of pneumatic tyred tractor with powered attachment - over 110 KW;
- Operator of crawler tractor with powered attachments over 18143 kgs shipping weight;
- Driver of mobile crane - over 15 tonnes.

#### **Level 7**

Employees would exercise precision skills in areas involving advanced and specialised processes or technology. A general feature of this level would be the detection and rectification of problems requiring detailed knowledge (beyond that applicable at the trade or equivalent level) of a specialised area. Skills appropriate at this level would generally be acquired through the completion of appropriate courses of study. Employees would be expected to exercise a significant level of discretion in relation to the organisation of work, the application of appropriate skills and timeframes for completion under remote supervision.

#### **Level 8**

Employees would exercise precision skills in a more complex and substantial area of work than applies in Level 7. The work would involve detailed knowledge of complex equipment and automated processes which would be acquired through courses of study and significant relevant experience. The ability to identify and resolve problems which may occur throughout the area of work would be an essential element. Employees would exercise extensive discretion in relation to the selection and organisation of appropriate work processes and resources under remote supervision.

Activities normally associated with this level would include:

- operation of a class II sewerage treatment plant;

- operation of a water treatment plant.

Occupations normally associated with this level include:

- Operator class II sewerage treatment plant;
- Operator water treatment plant.

### **Level 9**

At this level, employees would operate major installations involving highly complex equipment and automated processes. This would require extensive authority to determine appropriate procedures and corrective measures without reference to senior officers.

Activities normally associated with this level would include:

- operation of a class I sewerage treatment plant.

Occupations normally associated with this level include:

- Operator class I sewerage treatment plant.

**Division 2 - Section 5 - Schedule 2 (Owner Driver Motor Vehicle Hire Rates)**

**PART A - Tip and non-tip trucks**

Owner drivers using their own motor vehicles shall in addition to the award rates prescribed in clause 12.1 of this Award be paid a hire rate to compensate for the fixed and operational costs of the vehicle in accordance with the rates set out hereunder:

**Tip trucks**

<b>Tonnes</b>	<b>Column 1 Weekly Rate \$</b>	<b>Column 2 Km Rate c</b>	<b>Column 3 Work Kilometres</b>
Up to and including 2 tonne	370.95	-	-
Exceeding 2 t/up to 3 tonne	397.03	-	-
Exceeding 3 t/up to 4 tonne	444.13	-	-
Exceeding 4 t/up to 5 tonne	542.16	-	-
Exceeding 5 t/up to 6 tonne	619.86	-	-
Exceeding 6 t/up to 7 tonne	681.71	-	-
Exceeding 7 t/up to 8 tonne	749.55	-	-
Exceeding 8 t/up to 9 tonne	794.19	-	-
Exceeding 9 t/up to 10 tonne	839.28	-	-
Exceeding 10 t/up to 11 tonne	1,026.19	60.5	600
Exceeding 11 t/up to 12 tonne	1,109.56	63.9	600
Exceeding 12 t/up to 13 tonne	1,196.33	68.0	600
Exceeding 13 t/up to 14 tonne	1,294.16	73.7	600
Exceeding 14 t/up to 15 tonne	1,405.64	80.1	600
Exceeding 15 t/up to 16 tonne	1,433.67	83.5	600
Exceeding 16 t/up to 17 tonne	1,461.71	87.0	600
Exceeding 17 t/up to 18 tonne	1,485.42	91.9	600
Exceeding 18 t/up to 19 tonne	1,513.38	95.4	600
Exceeding 19 t/up to 20 tonne	1,578.50	98.3	600
Exceeding 20 t/up to 21 tonne	1,659.79	102.3	600
Exceeding 21 t/up to 22 tonne	1,741.57	105.8	600
Exceeding 22 t/up to 23 tonne	1,823.70	109.8	600
Exceeding 23 t/up to 24 tonne	1,892.24	113.9	600
Exceeding 24 t/up to 25 tonne	1,961.35	117.9	600

**Non-tip trucks**

<b>Tonnes</b>	<b>Column 4 Weekly Rate \$</b>	<b>Column 5 Km Rate c</b>	<b>Column 6 Work Kilometres</b>
Up to and including 1 tonne	289.63	-	-
Exceeding 1 t/up to 2 tonne	328.29	-	-
Exceeding 2 t/up to 3 tonne	367.18	-	-
Exceeding 3 t/up to 4 tonne	404.66	-	-
Exceeding 4 t/up to 5 tonne	491.73	-	-
Exceeding 5 t/up to 6 tonne	554.08	-	-
Exceeding 6 t/up to 7 tonne	617.01	-	-
Exceeding 7 t/up to 8 tonne	682.77	-	-
Exceeding 8 t/up to 9 tonne	741.47	-	-
Exceeding 9 t/up to 10 tonne	785.43	-	-
Exceeding 10 t/up to 11 tonne	963.13	60.5	600
Exceeding 11 t/up to 12 tonne	1,049.23	63.9	600
Exceeding 12 t/up to 13 tonne	1,138.63	68.0	600
Exceeding 13 t/up to 14 tonne	1,239.15	73.7	600



<b>Tonnes</b>	<b>Column 4 Weekly Rate \$</b>	<b>Column 5 Km Rate c</b>	<b>Column 6 Work Kilometres</b>
Exceeding 14 t/up to 15 tonne	1,318.72	80.1	600
Exceeding 15 t/up to 16 tonne	1,347.40	83.5	600
Exceeding 16 t/up to 17 tonne	1,376.09	87.0	600
Exceeding 17 t/up to 18 tonne	1,407.62	91.9	600
Exceeding 18 t/up to 19 tonne	1,436.37	95.4	600
Exceeding 19 t/up to 20 tonne	1,486.20	98.3	600
Exceeding 20 t/up to 21 tonne	1,539.00	102.3	600
Exceeding 21 t/up to 22 tonne	1,603.19	105.8	600
Exceeding 22 t/up to 23 tonne	1,667.76	109.8	600
Exceeding 23 t/up to 24 tonne	1,732.91	113.9	600
Exceeding 24 t/up to 25 tonne	1,798.57	117.9	600

Notes:

- Column 1 and Column 4 prescribe the basic fixed and operational costs to be reimbursed for tip trucks and non-tip trucks respectively. These rates include a component for travelling to and from the recognised starting point.
- Column 2 and Column 5 prescribe the kilometre rate for vehicles in excess of 10 tonnes for any working distance in excess of the kilometres shown in Columns 3 and 6 for each period of ordinary weekly hours.
- Columns 3 and 6 prescribe the minimum number of working kilometres which must be performed before the excess kilometre rate as shown in Columns 2 and 5 applies.
- The hire rate to be paid shall be in accordance with the payload capacity of the vehicle which is determined by subtracting the tare mass from the gross vehicle mass registered under the *Transport Operations (Road Use Management - Vehicle Registration) Regulation 2010* and as indicated on the vehicle's registration certificate.

**PART B - Part days or weeks**

For any periods of more or less than the ordinary weekly hours and/or days of work prescribed elsewhere in this Award, a *pro rata* adjustment to the basic weekly rates as shown in Column 1 and Column 4 shall be made before calculating any additional kilometric payment.

The truck hire rate shall be calculated in accordance with the following formula:

$$THR = \{[WR - (700 \times S)] H/Z\} + [20 \times P \times S] + [S(600 \times H/Z)] + [Y \text{ (only if +ve, otherwise ignore)}]$$

Where:

$$Y = [D - (600 \times H/Z)] \times S$$

and where:

- THR: is the truck hire rate.
- WR: is the weekly rate (\$) (Column 1 or Column 4).
- S: is the kilometre rate (\$) (Column 2 or Column 5).
- H: is the actual time worked expressed in hours or part thereof.
- Z: is the ordinary weekly hours for a normal working week.
- P: is the number of days on which work is performed in the period.
- D: is the actual number of working kilometres performed during the hire period.

**PART C - Hydraulic crane hire**

An owner driver whose vehicle is fitted with a hydraulic crane shall be paid an additional hire rate component on days when the vehicle is engaged to perform work which requires the use of the crane, as follows:

<b>Crane capacity</b>	<b>Rate Per Day \$</b>	<b>Recommended Truck Size</b>
Up to 1 tonne metre	7.59	Up to 2-3 tonne
Over 1 tonne metre but less than or equal to 2 tonne metre	9.36	3-4 t to 5-6 t
Over 2 tonne metre but less than or equal to 3 tonne metre	15.46	6-7 t to 7-8 t
Over 3 tonne metre but less than or equal to 4 tonne metre	17.50	8-9 t to 10-11 t
Over 4 tonne metre	19.53	11-12 t and above

The hire rate component payable shall be determined by the crane capacity except where a crane is fitted which exceeds the legally recommended capacity for that vehicle. In such instances, the hire rate to be paid shall be the rate applicable to the maximum crane capacity recommended for that vehicle.

At times when the crane is not in use the vehicle weekly hire rate will be paid at the appropriate rate as specified in Part A of this Schedule calculated at the registered gross vehicle mass less vehicle tare.

**PART D - Water tank and pump hire**

When at the request or direction of the employer, an owner truck driver uses the employee's own water tank or the employee's own water tank and pump on the job, the employer shall pay the owner driver an additional \$4.44 per hour for each hour that the owner driver's tank or the employee's own water tank and pump are in use on the job.

## Division 2 - Section 6

### Theatrical Services

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## **PART 1 - Title and Operation**

### **1. Title**

See clause 1 of Division 1.

### **2. Operation**

See clause 2 of Division 1 - Provisions with common application.

### **3. Definitions and interpretation**

(a) Definitions with common application are contained in clause 3 of Division 1.

(b) In this Section, unless the context otherwise requires:

**performance** means a period commencing from, at the earliest, one hour before a performance commences through to one hour after the conclusion of that performance, but not exceeding 4.5 hours, during which a per performance employee is paid a fixed rate equivalent to 4.5 hours at the rate payable to an equivalent casual employee

**union** means the following industrial organisations of employees in accordance with their callings:

- The Australian Workers' Union of Employees, Queensland;
- The Electrical Trades Union of Employees Queensland; or
- United Voice, Industrial Union of Employees, Queensland

### **4. Coverage**

(a) See clause 4 of Division 1 - Provisions with common application.

(b) This Section covers local government employees engaged in theatrical services in either a front of house, back of house, technical or support roles.

### **5. The Queensland Employment Standards and this Award**

See clause 5 of Division 1 - Provisions with common application.

### **6. Enterprise flexibility and facilitative award provisions**

See clause 6 of Division 1 - Provisions with common application.

## **PART 2 - Dispute Resolution**

### **7. Dispute resolution**

See clause 7 of Division 1 - Provisions with common application.

## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

See clause 8 of Division 1 - Provisions with common application. In addition to the provisions with common application the provisions at clauses 8.1 to 8.4 below also apply.

### **8.1 Full-time employment**

A full-time theatrical services employee is one engaged to work an average of 38 ordinary hours per week as described in clause 15 of this Section.

### **8.2 Part-time employment**

- (a) A part-time theatrical services employee is an employee who:
  - (i) is engaged to work for more than 10 hours but not more than 38 ordinary hours per week; and
  - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification.
- (c)
  - (i) By mutual agreement with their employer, a part-time employee may elect to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hours so worked are to be taken into account in the *pro rata* calculation of all leave and other entitlements.
  - (ii) Any such additional ordinary hours are to be treated as follows:
    - (A) day workers - additional hours worked within the spread of ordinary hours prescribed in clause 15 are to be paid for at the ordinary hourly rate;
    - (B) shift workers - to be paid for at the ordinary hourly rate, plus the applicable shift allowance.
- (d) All time worked in excess of the agreed hours or outside the spread of ordinary hours prescribed in clause 15 shall be paid at the appropriate overtime rate.

### **8.3 Casual employment**

- (a) A casual theatrical services employee is one engaged and paid as such.
- (b) Except where otherwise provided, a casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (c) For each ordinary hour worked a casual employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification plus a casual loading of 23%.
- (d) Each casual engagement stands alone with a minimum payment as for 3 hours' work on each occasion.
- (e) Casual employees shall be entitled to receive overtime, weekend penalties and public holiday penalty payments in accordance with the terms of this Section.
- (f) The long service leave entitlement of casual employees is prescribed in clause 22.

### **8.4 Performance employment**

A performance employee is one engaged on a per performance basis, where **performance** means a period commencing from, at the earliest, one hour before a performance commences through to one hour after the conclusion of that performance, but not exceeding 4.5 hours, during which a per performance employee is paid a fixed rate equivalent to 4.5 hours at the rate payable to an equivalent casual employee.

**9. Termination of employment**

See clause 9 of Division 1 - Provisions with common application.

**10. Redundancy**

See clause 10 of Division 1 - Provisions with common application.

**11. Consultation - Introduction of changes**

See clause 11 of Division 1 - Provisions with common application.

**PART 4 – Minimum Wage and Salary Levels, Allowances and Related Matters**

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 in Division 1 (Supported Wage System) apply.)*

**12. Classifications and minimum wage and salary levels**

See clause 12 of Division 1 - Provisions with common application. In addition to the provisions with common application the provisions at clauses 12.1 to 12.2 below also apply.

**12.1 Minimum wage levels**

Employees covered by this Section are to be classified into an appropriate classification in accordance with the classification structure set out in Schedule 1 of this Section with minimum wage and salary levels for employees 20 years of age and above to be as set out in the table below:

Classification	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
<b>Front of house</b>	
Front of house staff	822.00
Program/merchandise seller	822.00
Spruiker	822.00
Usher, ticket taker, door attendant, cloakroom attendant, all other employees	822.00
Ticket seller	822.00
Senior ticket seller	846.50
Ticket seller (booking)	871.00
Coordinator	871.00
<b>Back of house</b>	
Stage doorkeeper	822.00
Stage assistant	822.00
Utility person	822.00

<b>Classification</b>	<b>Award Rate<sup>1</sup> Per Week \$<sup>2</sup></b>
Stage property person, lights and flies	846.50
Assistant theatre technician	871.00
Assistant manager	871.00
Assistant manager (2+ years) experience)	871.00
Employee required to work counterweights	871.00
Head flyer	871.00
Lightperson in perch, dome, boatswain's chair or swinging scaffold, or showing spotlight or flooding by arc lamp	871.00
Person in charge of side	871.00
Scenic artist/artist/set painter	871.00
Stage carpenter or mechanist	871.00
Stage coordinator	871.00
Technician/lightperson	871.00
Head lightperson	905.50
Head property person	905.50
Head stage carpenter or mechanist	905.50
Projectionist	905.50
Public address and/or sound operator	905.50
Scene and/or set designer	905.50
Theatre technician	905.50
Senior theatre technician	930.00
Stage manager	930.00
Stage manager	957.00
Technical manager	957.00
Technical stage manager	982.00

*Notes:*

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2020 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest \$0.50.

**12.2 Junior Rates**

(a) The minimum award rates payable to junior employees shall be as follows:

<b>Age of employee</b>	<b>% of relevant minimum adult award rate</b>
Under 17 years of age	55
17 and under 18 years of age	65
18 and under 19 years of age	75
19 and under 20 years of age	85
20 years of age	100

(b) Junior rates shall be calculated to the nearest \$0.10.



### 13. Allowances

In addition to the allowances prescribed in clause 13 of Division 1 - Provisions with common application, clauses 13.1 to 13.4 below also apply to employees covered by this Section.

#### 13.1 Divisional and District parities

See clause 13.1 of Division 1 - Provisions with common application.

#### 13.2 Overtime meal allowance

- (a) Subject to clause 13.2(b), where, because of unforeseen circumstances, an employee is required to continue working beyond their usual finishing time for more than one hour and beyond the meal periods specified hereunder, the employee shall be paid a meal allowance of \$13.45. For the purpose of this clause, meal hours shall be deemed to be:
- (i) breakfast - 0700 to 0800
  - (ii) lunch - 1145 to 1415
  - (iii) dinner - 1700 to 1900.
- (b) The meal allowance specified in clause 13.2(a) shall not be payable where notice of intention to work overtime was given during the previous period of duty or earlier.

#### 13.3 Working in wet weather

- (a) Subject to clause 13.3(b) if an employee is required to work in the rain, or in area where the rain makes conditions wet, and the employee gets their clothes or any part of their clothing wet, they shall be paid for all the time so worked at the rate of double time with such payment to continue until they cease work or are able to change into dry clothes.
- (b) Clause 13.3(a) shall not apply where the employee is provided by the employer with waterproof clothing and footwear.

#### 13.4 Adjustment of monetary allowances

- (a) At the time of any adjustment to the wage rates in this Award the expense related allowances at clause 13.2 (overtime meal allowance) and clause 30 (uniforms), shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0 - Table 7)</u>
Overtime meal allowance <i>(last adjusted 1 September 2020)</i>	Take-away and fast foods sub-group
Uniform and laundry allowance <i>(last adjusted 1 September 2014)</i>	Clothing and footwear group

## **14. Superannuation**

See clause 14 of Division 1 - Provisions with common application.

## **PART 5 - Hours of Work and Related Matters**

### **15. Hours of duty**

- (a) Ticket sellers - the hours of duty shall not exceed an average of 7 hours and 36 minutes (including 10 minutes changing time) per day to be worked on a maximum of five days in each week and shall be worked continuously except for a relief of 30 minutes to be given at a time to be mutually agreed upon by the employer and the employee/s.
- (b) Mechanical, Property, Wardrobe, Light and Stage Managers Departments, respectively - the ordinary working hours shall not exceed an average of 7 hours and 36 minutes per day to be worked on a maximum of five days in each week within a spread of hours not exceeding 10.5 hours and shall be worked between the hours of 0800 and 2330.
- (c) Dressers - the ordinary working hours of dressers shall be from one hour prior to the raising of the curtain until 15 minutes after the final curtain fall.
- (d) Utility persons - the ordinary hours of duty shall not exceed an average of 7 hours and 36 minutes per day to be worked on a maximum of five days in each week between 0630 and 2400 with not more than 10.5 hours between starting time and ceasing time.
- (e) All time worked by an employee between midnight and 0800 on the next day shall be paid for at the rate of double time.
- (f) All ordinary time worked by an employee, including a casual or performance employee, on a Sunday shall be paid for at the rate of double time.

### **16. Meal breaks**

- (a) All employees shall be allowed not less than 30 minutes for an unpaid meal break not later than 5 hours after their ordinary starting time each day.
- (b) (i) Subject to clause 16(b)(ii) all work performed during an employee's recognised meal break shall be paid for at the rate of double time.  
(ii) The extra payment specified in clause 16(b)(i) shall not apply if the employee and the employer agree to alter the time of the meal break.

### **17. Rest pauses**

- (a) Every employee, other than casual and performance employees who do not work 8 hours continuously (except meal break), shall be granted a rest pause of 10 minutes duration in the employer's time in the first and second half of their daily work. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.
- (b) Notwithstanding the provisions of clause 17(a) the rest pauses may be combined into one 20 minute break to be taken at a mutually agreeable time.

### **18. Overtime**

- (a) Subject to clauses 18(b) and (c) all time worked outside or in excess of the ordinary hours of work shall be paid for at the rate of time and one-half for the first three hours and double time thereafter.

- (b) All overtime worked on Sundays shall be paid for at the rate of double time.
- (c) An employee required to continue working overtime between midnight and 0800 and required to continue to resume work after 0800 without having a break of at least 8 hours shall be paid double time until a break of 8 hours has been taken.

## **PART 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

Annual leave is provided for in Division 5 of the QES. Clauses 19.1 and 19.2 supplement the QES.

#### **19.1 Payment for annual leave**

An employee (other than a casual employee) proceeding on annual leave is entitled to receive the following payments:

- (a) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave; and
- (b) a further amount equal to 17.5% of the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave.

#### **19.2 Annual close down**

- (a) Where an employer closes down its operations or a section or sections thereof for the purposes of allowing annual leave to all or the bulk of the employees in the section or sections concerned, the following provisions shall apply:
  - (i) by the giving of not less than 90 days' notice the employer may direct all employees in the section or sections concerned to take leave for the duration of the closedown and allow those who are not then qualified for sufficient annual leave to cover the period of the close down to take paid annual leave on a proportionate basis and to take such banked days off/TOIL/rostered days off as may be available to the employee to apply towards the close down period.
  - (ii) all time during which an employee is stood down without pay for the purpose of clause 19.2(a)(i) shall count as service in the next 12 monthly qualifying period.
- (b) Notwithstanding clause 19.2(a), where there is agreement between the employer and the majority of employees concerned, the employer may close down its operations or a section or sections thereof on one additional occasion in any 12 month period for the purpose of allowing additional annual leave for a period agreed with its employees.

### **20. Personal leave**

See clause 20 of Division 1 - Provisions with common application.

### **21. Parental leave**

See clause 21 of Division 1 - Provisions with common application.

### **22. Long service leave**

See clause 22 of Division 1 - Provisions with common application.

## **23. Public holidays**

Public holidays are provided for in Division 10 of the QES. Clause 23.1 supplements the QES provisions.

### **23.1 Payment for public holidays and for work on a public holiday**

- (a) An employee (other than a casual or performance employee) who would normally work on a day on which a public holiday falls and who:
  - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
  - (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i) be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) An employee who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 18.
- (c) An employee (including a casual or performance employee) who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day for a full-time, part-time or casual employee and 4.5 hours for a performance employee.
- (d) The minimum payments provided in clauses 23.1(a) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.
- (e) Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day shall be at the rate of double time and one-half.

### **23.2 Substitution**

- (a) Subject to statutory limitations (such as the time work may not be performed on Anzac Day) where there is agreement between the employer and an employee or employees, another ordinary working day may be substituted for a public holiday.
- (b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.

## **24. Jury service**

See clause 24 of Division 1 - Provisions with common application.

## **25. Service leave**

See clause 25 of Division 1 - Provisions with common application.

## **PART 7 - Union Related Matters**

## **26. Union encouragement**

See clause 26 of Division 1 - Provisions with common application.

**27. Union delegates**

See clause 27 of Division 1 - Provisions with common application.

**28. Trade union training leave**

There are no provisions concerning trade union training leave in this Section.

**29. Right of entry**

See clause 29 of Division 1 - Provisions with common application.

**PART 8 – Uniforms and Equipment**

**30. Uniforms**

- (a) Every employer shall provide special dress (including boots or shoes) or uniform when the employer requires an employee to wear such special dress or uniform. Such special dress or uniform shall remain the property of the employer and shall be kept in repair and in a clean condition by the employer.
- (b) (i) An employee required to launder a uniform or any part of them shall be paid as follows:
  - blouse \$1.64;
  - frock \$3.32;
  - collar and/or scarf \$0.82;
  - skirt \$1.64;
  - pant suit \$4.14.
- (ii) These rates shall apply for laundering once only in each week. If it is required that an item needs to be laundered more than once, the above rates are to apply for each occasion the item is laundered.
- (c) Any front of house staff required to wear unusual or promotional attire shall be paid not less than \$0.68 for each performance such special dress is required to be worn.
- (d) Every employer shall provide a dress coat or dinner jacket when they require an employee to wear such coat or jacket or, in lieu thereof, shall pay to the employee an allowance of \$0.56 per day with a maximum of \$2.80 per week (i.e. 5 x \$0.56).
- (e) An employee required to wear appropriate attire shall be paid \$0.27 for each performance they are required to wear such attire.

**31. Equipment**

- (a) All mechanical property or lighting requirements shall be provided by the employer.
- (b) Torches shall be provided by the employer for all front of house staff.
- (c) Cleaners shall be provided with all materials and implements necessary for their work and with hot water for cleaning and scrubbing in cold weather. If requested they shall also be provided with protective clothing, including gloves.

## **PART 9 - Training and Related Matters**

### **32. Training**

The parties to this Section 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.

## Division 2 - Section 6 - Schedule 1 (Classifications - Theatrical Services)

**Classification definitions** – Employees in this Section shall be classified as follows:

An **Assistant theatre technician** is an employee who, under the direction of a Theatre technician or a Senior theatre technician, assists in the maintenance and operation of a theatre's technical systems. The Assistant theatre technician may be required to operate a spot light during performances.

**Front of house staff** are employees who carry out front of house duties, which may include ticket taking, attending doors and ushering.

A **Front of house coordinator** is an employee who, in addition to other front of house duties, is responsible for the coordination of Front of house staff and the efficient functioning of the front of house services during productions.

A **Head lightperson** is an employee who is in charge of the light department and who supervises the work of one or more employees.

A **Head property person** is an employee who is in charge of the property department and who supervises the work of one or more employees.

A **Head stage carpenter or mechanist** is an employee who is in charge of the mechanical department and who supervises the work of one or more employees.

A **Program/merchandise seller** is an employee whose principle duty is the selling of programs and/or merchandise, including the handling of cash.

A **Projectionist** is an employee whose primary duty is to be in charge of projection equipment and presentation of pictures and sound entertainment, including the supervision and running maintenance of the projection equipment.

A **Senior theatre technician** is an employee appointed as such by the employer who is required to undertake a level of responsibility significantly higher than that of a technician. Such responsibility shall include the supervision of a Theatre technician or Assistant theatre technician.

A **Senior ticket seller** is an employee who, in addition to the major function of ticket selling, assists in the coordination and functioning of a box office, booking office and related areas.

A **Stage assistant** is an employee is primarily engaged on unskilled duties relating to the preparation of the stage and back-stage areas for productions.

A **Stage coordinator** is an employee engaged in the preparation (including carpentry work) of stage and backstage areas for a production and the operation of mechanical systems during productions.

A **Technical manager** is an employee who has overall responsibility for the operation and maintenance of technical systems and the supervision of employees.

A **Theatre technician** is an employee required to perform technical and operational duties related to lighting systems, sound systems and other technical systems, including the operation of such systems during performances. The duties of this position may include the operation and maintenance of projection equipment.

A **Ticket seller** is an employee whose principle duty is selling tickets.

An **Utility person** is an employee who is mainly engaged on unskilled work but who performs slightly skilled repair work for the maintenance of the premises and/or billboards wherever situated.

## Division 2 - Section 7

### Tour Guides

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## **PART 1 - Title and Operation**

### **1. Title**

See clause 1 of Division 1.

### **2. Operation**

See clause 2 of Division 1 - Provisions with common application.

### **3. Definitions and interpretation**

(a) Definitions with common application are contained in clause 3 of Division 1.

(b) In this Section, unless the context otherwise requires:

**tour guide** means an employee specifically engaged to conduct a guided tour involving explanations in one or more languages of the sights, venues of facilities being visited and generally to guide and assist tour members (including safety and welfare considerations) and do whatever is reasonably necessary to maximise their appreciation and enjoyment of the tour. Tour guides may also be involved in selling additional tours as part of their normal tour guide activities, and any other duties that are incidental to tour guide operations

**union** means the following industrial organisations of employees in accordance with their callings:

- The Australian Workers' Union of Employees, Queensland; or
- United Voice, Industrial Union of Employees, Queensland

### **4. Coverage**

(a) See clause 4 of Division 1 - Provisions with common application.

(b) This Section covers local government employees engaged as tour guides.

### **5. The Queensland Employment Standards and this Award**

See clause 5 of Division 1 - Provisions with common application.

### **6. Enterprise flexibility and facilitative award provisions**

See clause 6 of Division 1 - Provisions with common application.

## **PART 2 - Dispute Resolution**

### **7. Dispute resolution**

See clause 7 of Division 1 - Provisions with common application.

## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

(a) See clause 8 of Division 1 - Provisions with common application. In addition to the provisions with common application the provisions at clause 8(b) and clauses 8.1 to 8.4 below also apply.

- (b) A tour guide may be employed on a full-time, part-time, casual or fixed term specific task (FTST) basis. Employees shall be advised in writing of their employment categories and wage level upon engagement.

### **8.1 Full-time employment**

A full-time tour guide is one who is engaged to work an average of 38 ordinary hours per week as prescribed in clause 15 of this Section.

### **8.2 Part-time employment**

- (a) A part-time tour guide is an employee who:
  - (i) is engaged to work for more than 10 hours but not more than 38 hours per week; and
  - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification, with a minimum payment as for 3 hours' work for each day worked.
- (c)
  - (i) By mutual agreement with their employer, a part-time employee may elect to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours.
  - (ii) Any such additional hours worked within the spread of ordinary hours prescribed in clause 15.1 are to be paid for at the ordinary hourly rate.
  - (iii) The additional hours so worked are to be taken into account in the *pro rata* calculation of all leave and other entitlements.
- (d) All time worked in excess of the agreed hours or outside the ordinary hours prescribed in clause 15 shall be paid at the appropriate overtime rate.

### **8.3 Casual employment**

- (a) A casual tour guide is one engaged and paid as such for not more than 32 hours in any one week.
- (b) Except where otherwise provided, a casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (c) For each ordinary hour worked a casual employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification plus a casual loading of 23%.
- (d) Each casual engagement stands alone with a minimum payment as for 2 hours' work on each occasion.
- (e) Casual employees shall be entitled to receive overtime, weekend penalties and public holiday penalty payments in accordance with the terms of this Section.
- (f) The long service leave entitlement of casual employees is prescribed in clause 22.

**8.4 Fixed term specific task (FTST)**

- (a) Subject to clause 8.4(c) a fixed term specific task (FTST) employee is one who, by mutual agreement with the employer, undertakes a specific task or assignment (e.g. a tour) for a fixed sum which is no less than the award payment calculated at the average time such a task or assignment takes based on custom and practice.
- (b) An FTST employee may be a full-time weekly employee, a part-time weekly employee or a casual.
- (c) Once a FTST is commenced, the employee must receive at least 3 hours' pay at the appropriate rate even though the task may not be completed through no fault of the employee (e.g. sickness, accident, breakdown or inclement weather).

**9. Termination of employment**

See clause 9 of Division 1 - Provisions with common application.

**10. Redundancy**

See clause 10 of Division 1 - Provisions with common application.

**11. Consultation - Introduction of changes**

See clause 11 of Division 1 - Provisions with common application.

**PART 4 – Minimum Wage and Salary Levels, Allowances and Related Matters**

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 in Division 1 (Supported Wage System) apply.)*

**12. Classifications and minimum wage and salary levels**

See clause 12 of Division 1 - Provisions with common application. In addition to the provisions with common application the provisions at clauses 12.1 to 12.3 below also apply.

**12.1 Minimum wage levels**

Employees covered by this Section are to be classified into an appropriate classification and level in accordance with the classification structure set out in Schedule 1 of this Section with minimum wage and salary levels to be as set out in the table below:

Classification	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
Introductory tour guide, first 3 months	822.00
Introductory tour guide, over 3 months and up to 6 months	846.50
Tour guide, level 1	871.00
Tour guide, level 2	905.50
Tour guide, level 3	957.00

Notes:

- <sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2020 Declaration of General Ruling.
- <sup>2</sup> Rounded to the nearest \$0.50.

## **12.2 Mixed functions**

An employee who is required to perform duties at a higher level than their usual classification/wage level shall be paid as follows:

- (a) if required to work for more than 4 hours on any day - at the rate applicable to such higher level for the whole of that day;
- (b) if required to work 4 hours or less on any day - at the rate applicable to such higher level for 4 hours.

## **12.3 Commission payments**

- (a) Whilst supplementary Commission payments are not an uncommon feature in the remuneration arrangements for tour guides, they may not be used to offset the base wage rates set out in clause 12.1 for any ordinary time worked.
- (b) Commission payments may, however, be used to offset or absorb any penalty payments such as those applicable to night work, weekend work, work on statutory holidays, travelling time or overtime.

## **13. Allowances**

In addition to the allowances prescribed in clause 13 of Division 1 - Provisions with common application, clauses 13.1 to 13.7 below apply to employees covered by this Section.

### **13.1 Divisional and District parities**

See clause 13.1 of Division 1 - Provisions with common application.

### **13.2 First-aid allowance**

Where an employer appoints an employee who holds an appropriate first-aid certificate as a first-aid attendant the employee shall be paid an additional \$18.40 per week in which the employee works three days or more.

### **13.3 Mobile phone allowance**

- (a) Where the employee is required to have a mobile phone for work related duties, a mobile phone will be provided and paid for by the employer. Except in the case of a non-work related emergency such phone may be used for work related purposes only.
- (b) Where an employee already has their own mobile phone, they may enter into a mutually acceptable alternative arrangement with the employer regarding the use of their own phone for work related purposes.

### **13.4 Overtime meal allowance**

- (a) Where an employee is required to continue working for more than 2 hours beyond the employee's ordinary ceasing time after completing at least 7.6 ordinary hours on that day, the employee shall be provided with a meal or paid a meal allowance of \$13.45 in lieu of the provision of such meal.
- (b) Where an employee has been given notice to work overtime and the employee has provided a meal because of working overtime, and the overtime is cancelled on the day the overtime is to be worked, the employee shall be paid a meal allowance of \$13.45 for the wasted meal.

- (c) After the expiration of 4 hours overtime an employee must be allowed a 30 minute paid crib break, with a further 30 minute paid crib break after the completion of every additional 4 hours' overtime worked, provided that the employee is required to continue working after the crib break.

### **13.5 Supply of torches and batteries**

The employer shall either provide suitable torches and batteries as required (such items to remain the property of the employer) or, alternatively, shall pay to the employee an allowance of \$6.30 per week to provide this equipment.

### **13.6 Uniform and laundry allowance**

- (a) Where an employee is required to wear a distinctive type of clothing, one set of such clothes shall be supplied annually by the employer free of cost to the employee.
- (b) If an employee is required to launder such clothing they shall be paid an allowance of \$0.75 on each occasion they are required to launder the clothing.

### **13.7 Adjustment of monetary allowances**

- (a) The monetary allowances specified in clauses 13.2 (first-aid allowance) and 13.5 (supply of torches and batteries), respectively, shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.4 (overtime meal allowances) and 13.6 (uniform and laundry allowance), respectively, shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index (ABS Cat No. 6401.0 - Table 7)</u>
Overtime meal allowance (last adjusted 1 September 2020)	Take-away and fast foods sub-group
Uniform and laundry allowance (last adjusted 1 September 2014)	Clothing and footwear group

## **14. Superannuation**

See clause 14 of Division 1 - Provisions with common application.

## **PART 5 - Hours of Work and Related Matters**

### **15. Hours of duty**

#### **15.1 Ordinary hours of duty**

- (a) The ordinary hours of duty of an employee must not exceed 38 hours per week or:

- (i) 76 hours in any period of two weeks; or
  - (ii) 114 hours in any period of three weeks; or
  - (iii) 152 hours in any period of four weeks.
- (b) The ordinary hours of duty shall be worked Monday to Sunday on not more than five days per week with a maximum of 8 hours per day, or up to 12 hours per day by mutual agreement. Wherever practicable, the two days off per week shall be consecutive.
- (c) (i) By agreement with their employer an employee may work up to 50 ordinary hours in any five day week, with the excess over 38 being banked into an accumulation account to be taken as paid time off at a mutually agreed time to maintain the integrity of the average 38 hour week.
- (ii) Any such accumulated paid time off shall be taken within 12 months of accumulation, or paid out at single time on cessation of employment.
- (d) Employees shall have a break of at least 8 hours between the finishing of ordinary time on one day and the commencement of ordinary time on the following day. If such a break is not provided, double time must be paid until an 8 hour break is provided.

## **15.2 Rosters**

- (a) Where reasonably practicable, a roster showing ordinary weekly hours to be worked by an employee shall be exhibited in a conspicuous place, easily accessible to all employees.
- (b) (i) Ordinary working hours shall be arranged from week to week so as to equally distribute the work among employees as far as practicable.
- (ii) Unless otherwise mutually agreed with the employee, no change of rostered hours shall be made without giving the employee at least six days' notice of such change or unforeseen circumstances arise which require a change of hours, in which case, 24 hours' notice shall be given.
- (c) Employees may swap rostered hours by agreement with no penalty to the employer, subject to the employer being notified and approving such arrangements.

## **15.3 Late night penalty**

Subject to clause 15.4 any ordinary hours worked between 2200 and 0600 the following day Monday to Friday, inclusive, shall receive an ordinary time loading of 15%.

## **15.4 Weekend penalty**

All ordinary time worked by an employee between midnight Friday and midnight Sunday shall be paid for at the rate of time and one-half.

## **16. Meal breaks**

- (a) Subject to clause 16(b) all employees who are required to work more than 6 hours in one day shall be entitled to an unpaid meal break of 60 minutes duration to be taken at times compatible with meal times or tour breaks so as to ensure continuity of the tour.
- (b) Where the employer and employee agree not less than 30 minutes shall be allowed for such meal break.

- (c) Where, on the instruction of the employer, the meal period is worked, it shall be deemed to be overtime and shall be paid for at the rate of double time for 30 minutes, except in circumstances where the employee chooses to work through the meal break in order to finish their tour duties half an hour earlier for that day.
- (d) In the normal course of events, tour guides will have their meal break at the same time that meals are taken by the tourists whom they guide.

## **17. Rest pauses**

- (a) Employees who work a minimum of 4 consecutive ordinary hours, but less than 8 consecutive ordinary hours, on any one day shall be entitled to a rest pause of 10 minutes duration.
- (b) Employees who work a minimum of 8 consecutive ordinary hours (excluding the meal break) on any one day shall be entitled to a rest pause of 10 minutes duration in the first half and the second half of the period worked.
- (c) When more than 10 ordinary working hours per day are worked, the employee shall be entitled to three 10 minute rest pauses during any such day.
- (d) All rest pauses shall be taken in the employer's time and shall be taken at times to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity is necessary.
- (e) Where there is agreement between the employer and an employee, the rest pauses may be combined into one 20 minute rest pause to be taken in the first or second half of the working day, with the combined rest pause and the meal break being arranged in such a way that the ordinary working day is broken up into three approximate equal periods.
- (f) Notwithstanding the above provisions, rest pauses shall be taken at times to suit the convenience of the tour so as to not interfere with the continuity of the work where continuity is necessary.

## **18. Overtime**

- (a) All work performed by an employee in excess of or outside of the ordinary hours of work prescribed in clause 15, or outside of the employee's usual fixed commencing and ceasing times, shall be deemed to be overtime and shall be paid for at the rate of time and one-half for the first 3 hours and double time thereafter.
- (b) All overtime worked on a Sunday must be paid for at the rate of double time.
- (c) When an employee is called upon to work overtime, every part of a quarter of an hour shall be paid for as a full quarter of an hour. Nothing less than a full quarter of an hour's pay shall be paid.
- (d) Meal breaks during periods of overtime are prescribed in clause 13.4.

## **PART 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

Annual leave is provided for in Division 5 of the QES. Clause 19.1 supplements the QES.

#### **19.1 Payment for annual leave**



- (a) Subject to clause 19.1(c) an employee (other than a casual employee or a shift worker) proceeding on annual leave is entitled to receive the following payments:
  - (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave; and
  - (ii) a further amount equal to 17.5% of the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave.
- (b) Subject to clauses 19.1(c) a shift worker proceeding on annual leave is entitled to receive the following payment:
  - (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave calculated according to the employee's roster or projected roster including shift, weekend or public holiday penalties; or
  - (ii) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave plus a further amount equal to 17.5% of the salary being paid to the employee immediately before the employee takes the leave for the period of such leave, excluding any shift, weekend or public holiday penalties,

whichever is the higher.

## **19.2 Annual close down**

- (a) Where an employer closes down its operations or a section or sections thereof for the purposes of allowing annual leave to all or the bulk of the employees in the section or sections concerned, the following provisions shall apply:
  - (i) by the giving of not less than 90 days' notice the employer may direct all employees in the section or sections concerned to take leave for the duration of the closedown and allow those who are not then qualified for sufficient annual leave to cover the period of the close down to take paid leave on a proportionate basis and to take such accumulated time off/rostered days off as may be available to the employee to apply towards the close down period.
  - (ii) all time during which an employee is stood down without pay for the purpose of clause 19.2(a)(i) shall count as service in the next 12 monthly qualifying period.
- (b) Notwithstanding clause 19.2(a), where there is agreement between the employer and the majority of employees concerned, the employer may close down its operations or a section or sections thereof on one additional occasion in any 12 month period for the purpose of allowing additional annual leave for a period agreed with its employees.

## **20. Personal leave**

See clause 20 of Division 1 - Provisions with common application.

## **21. Parental leave**

See clause 21 of Division 1 - Provisions with common application.

## **22. Long service leave**

See clause 22 of Division 1 - Provisions with common application.

## **23. Public holidays**

Public holidays are provided for in Division 10 of the QES. Clause 23.1 supplements the QES provisions.

### **23.1 Payment for public holidays and for work on a public holiday**

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
  - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
  - (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i) be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) An employee (including a casual employee) who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 18.
- (c) An employee (including a casual employee) who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payments provided in clauses 23.1(a) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.
- (e) Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day shall be at the rate of double time and one-half.
- (f) Where a public holiday would have fallen on a Saturday or a Sunday and is substituted for another day all employees who do not work Monday to Friday of each week is entitled to payment for the public holiday or a substituted day's leave.
- (g) Where Christmas day falls on a Saturday or Sunday and the public holiday is observed on another day a full-time employee required to work on Christmas day must be paid at the rate of double time in the case of a Saturday and double time and one-quarter in the case of a Sunday.
- (h) Nothing in this clause confers a right to any employee to payment for as well as a substituted day in lieu of a public holiday.

## **24. Jury service**

See clause 24 of Division 1 - Provisions with common application.

## **25. Service leave**

See clause 25 of Division 1 - Provisions with common application.

## **PART 7 - Union Related Matters**

### **26. Union encouragement**

See clause 26 of Division 1 - Provisions with common application.

## **27. Union delegates**

See clause 27 of Division 1 - Provisions with common application.

## **28. Trade union training leave**

- (a) Subject to the conditions set out in clause 28(d), upon written application by an employee to an employer, such application being endorsed by the relevant union and giving to the employer at least one month's notice, the employee shall be granted up to five working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the union or specific training courses approved and accredited by the union.
- (b) Other courses mutually agreed between the union and an employer may be included under clause 28.
- (c) For the purposes of clause 28(a), **ordinary pay** shall mean at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.
- (d) The granting of such leave shall be subject to the following conditions:
  - (i) An employee must have at least 12 months' uninterrupted service with an employer prior to such leave being granted.
  - (ii) This clause shall not apply to an employer with less than 5 employees, including casuals, covered by this Section.
  - (iii) A maximum of one employee under this Section may attend a course or seminar at the one time.
  - (iv) The granting of such leave shall be subject to the convenience of the employer and so that the operations of the employer will not be unduly affected.
  - (v) The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the employer's operations.
  - (vi) Leave granted to attend courses will not incur additional payment if such course coincides with the employee's rostered day off in 38 hour week working arrangements or with any other concessional leave.
- (e) In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- (f) Paid trade union training leave will not affect other leave granted to employees under this Award.

## **29. Right of entry**

See clause 29 of Division 1 - Provisions with common application.

## **PART 8 – Travelling**

### **30. Travelling time**

An employee travelling under the instruction of the employer shall be paid for such travelling time at a rate equivalent to their ordinary time rate exclusive of any loadings.

## **PART 9 - Training and Related Matters**

### **31. Training, learning and development**

- (a) The parties commit themselves to continuing and upgrading the training provided to employees.
- (b) It is agreed that the parties will co-operate in ensuring that training be maintained and improved.
- (c) This training will form the basis of an enhanced career structure in the industry.

## **Division 2 - Section 7 - Schedule 1 (Classifications - Tour Guides Services)**

### **Classifications**

Employees in this Section shall be classified as follows:

#### **Introductory tour guide**

Employees with no relevant industry experience may be employed as an Introductory tour guide for the first 6 months at two levels. During the first 3 months as an Introductory tour guide A, and for the subsequent period of 3 months as an Introductory tour guide B.

#### **Tour guide - level 1**

An employee having undertaken 6 months' employment at the introductory level or an employee with relevant industry experience that is at least equivalent to the introductory level. An employee at this level:

- should be versed in guest services and public relations skills;
- should understand matters of cultural sensitivity concerning tourists from other nations;
- should have reasonable knowledge of tourism attractions and facilities in the area;
- should also have a good understanding of the health and safety obligations required for the protection of tourists that may not understand dangers associated with the Australian environment and wildlife; and
- may be required to hold the appropriate driver authorisation.

Indicative tasks of an employee at this level may include any of the following:

- conducting and/or supervising a number of tourists on a tour;
- collecting cash;
- driving an appropriate vehicle; and
- promotional activities and incidental sales.

#### **Tour guide - level 2**

An employee at this level possesses the skills of a level 1 employee and:

- is required to have detailed knowledge of the tourism attractions and facilities in the area; and
- to fluently use a second language in the course of their duties.

A second language is a language other than the employee's first language or native tongue.

#### **Tour guide - level 3**

An employee at this level possesses the skills of a level 2 employee and is required to fluently use more than two languages in the course of their duties.

By the Commission,  
[L.S.] M. SHELLEY,  
Industrial Registrar.