

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

ROAD SERVICE PATROLS AWARD - STATE 2002 ROYAL AUTOMOBILE CLUB OF QUEENSLAND

Pursuant to s. 698 of the *Industrial Relations Act 1999* the Road Service Patrols Award - State 2002 Royal Automobile Club of Queensland with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Road Service Patrols Award - State 2002 Royal Automobile Club of Queensland as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill
Industrial Registrar

ROAD SERVICE PATROLS AWARD - STATE 2002 ROYAL AUTOMOBILE CLUB OF QUEENSLAND

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Road Service Patrols Award - State 2002 Royal Automobile Club of Queensland.

1.2 Arrangement

Subject Matter	Clause No.
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PART 1 - APPLICATION AND OPERATION

Title	1.1
Arrangement	1.2
Date of operation	1.3
Application of Award	1.4
Parties bound	1.5
Definitions	1.6
Divisions and districts	1.7

PART 2 - ENTERPRISE FLEXIBILITY

Enterprise flexibility	2.1
------------------------	-----

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE SETTLEMENT PROCEDURE

Consultation	3.1
Grievance and dispute settling procedure	3.2

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

Categories of employment	4.1
Outside work	4.2
Anti-discrimination	4.3
Termination of employment	4.4
Introduction of changes	4.5
Redundancy	4.6
Continuity of Service - transfer of calling	4.7

PART 5 - WAGES AND WAGE RELATED MATTERS

Subject Matter	Clause No.
Patrol officer classifications	5.1
Training modules	5.2
Wage rates	5.3
Payment of wages	5.4
Allowances	5.5
Shift work allowance	5.6

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

Hours of work - day work	6.1
Hours of work - shift work	6.2
Hours of work - general	6.3
Overtime for day workers	6.4
Overtime for shift workers	6.5
Overtime - general	6.6
Meal breaks	6.7
Meal allowances	6.8

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

Annual leave	7.1
Long service leave	7.2
Sick leave	7.3
Absenteeism	7.4
Bereavement leave	7.5
Family leave	7.6
Public holidays	7.7
Jury service	7.8

PART 8 - TRANSFERS, TRAVELLING, AND WORKING AWAY FROM USUAL PLACE OF WORK

Travelling time	8.1
-----------------	-----

PART 9 - TRAINING AND RELATED MATTERS

Training	9.1
----------	-----

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

Drinking water	10.1
Clothing	10.2
First aid	10.3

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Right of entry	11.1
Time and wages record	11.2
Union encouragement	11.3

Part-time employment	Schedule 1
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1.3 Date of operation

This Award shall take effect from 9 October 2002.

1.4 Application of Award

This Award shall apply to the Club and its employees employed on road service patrol work for which classifications and rates of pay are herein prescribed.

1.5 Parties bound

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

1.6 Definitions

- 1.6.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.6.2 The "Club" means The Royal Automobile Club of Queensland Limited and RACQ Operations Pty Ltd.
- 1.6.3 "Commission" means the Queensland Industrial Relations Commission.
- 1.6.4 "Union" means the Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland.

1.7 Divisions and districts

1.7.1. For the purpose of this Award the divisions and districts shall be as follows:

- (a) *Northern Division* - That portion of the State along or north of a line commencing at the junction of the sea-coast with 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the state.
- (b) *Mackay Division* - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.
- (c) *Southern Division* - That portion of the State not included in the Northern or Mackay Divisions.

1.7.2 Districts

(a) Northern Division -

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

Western District - The remainder of the Northern Division.

(b) 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 by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of each longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Consultation

The employer, the employees and their Union shall establish a consultative mechanism and procedures appropriate to the size and structure of the Club. Measures raised by the employer, employees or the Union for consideration

consistent with the objective of clause 2.1 shall be processed through that consultative mechanism and procedures.

3.2 Grievance and dispute settling procedure

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

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

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

4.1 Categories of employment

4.1.1 Employment of patrol officers shall be either:

- (a) full-time; or
- (b) part-time (in accordance with Schedule 1 to this Award).

4.1.2 The employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.

4.1.3 The employer may direct an employee to carry out such duties and use such tools and equipment as may be required:

Provided that the employee has been properly trained in the use of such tools and equipment (where relevant).

4.1.4 Any direction issued by the employer pursuant to clauses 4.1.2 and 4.1.3 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.2 Outside work

A Patrol officer shall not engage in any work of a nature performed under this Award for any fee or payment of any kind other than the wage received from the Club. Moreover, a Patrol officer shall not solicit work while on duty

4.3 Anti-discrimination

4.3.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as varied from time to time, which includes:

- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

4.3.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.2, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.3.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.3.4 Nothing in clause 4.3 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
- (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.4 Termination of employment

4.4.1 *Statement of employment*

The Club shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

4.4.2 *Termination by employer*

- (a) The Club may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

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

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

- (c) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the Club would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and

- (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.
- (d) The period of notice in clause 4.4 shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.4.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be one week. If an employee fails to give notice, the Club shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received in one week.

4.4.4 *Time off during notice period*

During the period of notice of termination given by the Club, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the Club.

4.5 Introduction of changes

4.5.1 *Employer's duty to notify*

- (a) Where the Club decides to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Club shall notify the employees who may be affected by the proposed changes and, where relevant, their union or unions.
- (b) "Significant effects" includes termination of employment, major changes in the composition, operation or size of the Club's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

4.5.2 *Employer's duty to consult over change*

- (a) The Club shall consult the employees affected and, where relevant, their union or unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the Club intends to carry out the dismissals), and the 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 4.5.1.
- (c) For the purpose of such consultation the Club shall provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that the Club shall not be required to disclose confidential information, the disclosure of which would be adverse to the Club's interests.

4.6 Redundancy

4.6.1 *Consultation before terminations*

- (a) Where the Club decides that the Club no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the Club shall consult the employee directly affected and where relevant, their union or unions.
- (b) The consultation shall take place as soon as it is practicable after the Club has made a decision, which will invoke the provisions of clause 4.6.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.

- (c) For the purpose of the consultation the Club shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.6.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.6.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.4.
- (b) The Club may, at the Club's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the Club would have been liable to pay and the new lower amount the Club is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.6.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from the Club (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.6.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

4.6.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.6.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Club, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.6.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.6.1, the Club shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.6.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.4.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.6.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

- (b) 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

4.6.7 *Superannuation benefits*

The Club may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the Club has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

4.6.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.6.1(a), may terminate such employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the Club until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

4.6.9 *Alternative employment*

The Club, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the Club obtains acceptable alternative employment for an employee.

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

Clause 4.6 shall not apply to employees with less than one year's continuous service and the general obligation on the Club should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.6.11 *Employees exempted*

Clause 4.6 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

4.6.12 Exemption where transmission of business

- (a) The provisions of clause 4.6.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.6.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.6.13 Incapacity to pay

The Club in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the Club's incapacity to pay.

4.7 Continuity of service - transfer of calling

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act as amended from time to time.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Patrol officer classifications

5.1.1 *Patrol officer - Grade 1* - A patrol officer grade 1 is a new employee for whom there will be 2 methods of entry:

- (a) *Patrol officer - Grade 1 (Cadet)* - A Cadet is a new employee who has passed the RACQ selection tests but who does not hold an appropriate trade qualification.
- (b) *Patrol officer - Grade 1 (Qualified)* - A 'qualified' trainee is a new employee who has passed the RACQ selection tests and also holds an appropriate trade qualification.

5.1.2 *Patrol officer - Grade 2* - An employee who has completed the requisite training modules and has worked to the required performance standards for a maximum period of 12 months.

5.1.3 *Patrol officer - Grade 3* - An employee who has completed the requisite training modules and has worked to the required performance standards for a maximum period of 12 months. Grade 3 Patrols require minimal supervision and can be asked to perform the more difficult tasks and to assist Patrols in the lower grades as required.

5.1.4 *Patrol officer - Grade 4* - Appointment by vacancy only. An employee who has successfully proven their competence at the Grade 3 level and their capacity to work above the level of a Grade 3 Patrol. Grade 4 patrols are required to act as leading hands and carry out extra duties, special projects etc. Grade 4 Patrols are encouraged to undertake further education in business management.

Patrol officers who have completed the requisite training modules and proved their on-the-job competence may be progressed to the next grade (Grades 1-3 only) within the specified 12 month timeframe as deemed appropriate through appraisal of on-the-job-performance and training results. Patrol officers who wish to dispute their rate of progression through the grades may utilise the dispute resolution provisions outlined in clause 3.2.

Once the training and exam has been completed, the patrol will be paid at the appropriate higher rate at the 12 month anniversary. If the Club cannot complete the training and exam due to operational circumstances within the 12 month period, the patrol will be back paid to the 12 month anniversary date on successful completion of all modules and exams. Clause 5.1.4 does not apply where the exam has not been successfully completed.

5.2 Training Modules

The training modules referred to in Clause 5.1 are contained within the Road Service Patrols Grading Course programs. Content of the modules will be updated from time to time; this will be done through the consultative process.

5.3 Wage Rates

5.3.1 The weekly wage for patrol officers shall be as follows:

	Per week \$
Patrol Officer Grade 1 (Cadet)	618.30
Patrol Officer Grade 1 (Qualified)	650.00
Patrol Officer Grade 2	664.50
Patrol Officer Grade 3	672.90
Patrol Officer Grade 4	672.90

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

5.4 Payment of wages

Wages will be paid fortnightly by electronic funds transfer directly to a bank account or other financial institution account as specified by the patrol and on termination all wages shall be paid as soon as practicable and in any event within 24 hours after application is made for such payment except when a holiday or weekend intervenes.

5.5 Allowances

5.5.1 Leading hand allowance - In addition to the rate for Patrol officer Grade 4 as specified in clause 5.3 Grade 4 Patrol officers shall receive a leading hand allowance payable at a rate of 6.72% of the base pay of a Grade 3 Patrol (excluding all penalties and allowances) for all purposes of the Award.

5.5.2 *Disability payment* - A disability payment payable for all purposes of the Award to all patrol officers will be \$48.60 per week. This payment is in lieu of the following disabilities associated with their work and the conditions under which it is performed other than those for which provision is made elsewhere in this Award:

Wet, hot or noxious gas fumes
Battery work
Dirty work
Repairing unclean vehicles
Driving motor vehicles drawing trailers
Working in rain
Working in dangerous and hazardous situations
Working in road dust
Working in exhaust fumes
Providing member advisory services
Promoting RACQ group services on the road

and any other disability that may occur within the parameters of the occupation of Road Patrol.

5.5.3 *Divisional and District allowances* - Employees in the Mackay Division shall be paid 90 cents per week and employees in the Eastern District of the Northern Division shall be paid \$1.05 per week in addition to the above rates.

5.5.4 *First aid allowance* - An allowance of \$1.00 per week shall be paid where a patrol officer holds a current First Aid Certificate.

5.5.5 *Laundry allowance* - Patrol officers shall be paid an allowance of \$4.00 per week for costs of laundry.

5.5.6 *Tool allowance* - Patrol officers shall be paid a tool allowance of 84% per week of the allowance as provided in the Engineering Award - State 2002 for tools not customarily supplied by the employer. Any special tools deemed necessary by the Club shall be provided by the employer free of cost to the employee.

5.6 Shift work allowance

5.6.1 The weekly shift allowance payable to all patrol officers will be paid to compensate patrol officers for afternoon shift work and work performed in ordinary shift time at week-ends.

5.6.2 Shift allowances vary between Grades 1, 2 and 3, 4. This variation occurs because of the different roster demands on the various grades of Road Patrol. The shift penalty outlined below is paid in lieu of week-end penalty rates and shift penalty when on roster:

(a) GRADE 1: 16.5%.

(b) GRADE 2: 17.5%.

This reflects the increased mobility and roster availability of a Road Patrol at this Grade.

(c) GRADE 3 and 4: 20%.

This amount reflects the ability of these Road Patrols to be fully utilised within the RACQ Roster as agreed from time to time.

5.6.3 Should circumstances require a Patrol Officer being required to work permanent straight day shift Monday - Friday that officer will not receive a shift allowance

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

6.1 Hours of work - day work

6.1.1 The ordinary working hours of Patrol officers other than shift workers shall not exceed an average of 38 in any one week or 8 in any one day, such daily working hours to be worked continuously, except for the meal break, between 7:00 a.m. and 6:00 p.m. Mondays to Fridays both days inclusive.

6.2 Hours of work - shift work

6.2.1 The ordinary working hours of Patrol officers on shift work shall not exceed an average of 38 in any one week or 8 in any one day to be worked consecutively in accordance with a roster or rosters mutually agreed upon between the Club and the accredited representative of the Patrol officers. Failing agreement, clause 3.2 will be invoked but this procedure must be completed within 14 days or the new roster will apply.

6.3 Hours of work - general

6.3.1 Patrol officers are to be ready to commence duty ("sign on") at either their home address, or at any other mutually agreed starting point as defined in clause 8.2 with all equipment at normal rostered shift time.

6.3.2 At least 5 minutes before the commencement of each shift, patrol officers will make themselves available by two-way radio or Mobile Data Units to advise the Control Room that they are available to commence work. Should a patrol officer call in late, the commencement time will be the "sign on" time.

6.3.3 Patrol officers wishing to swap shifts between themselves may do so, however, the Club will not be liable for any penalty payments which may arise through other conditions in the Award if the arrangement is made between the employees themselves. All arrangements must be advised to the Control Room Supervisor prior to the commencement of the earlier of the 2 shifts affected.

6.3.4 The minimum break an employee must have from the completion of the ordinary work on one day to the commencement of ordinary work the next day will be at least 8 consecutive hours off duty between those times.

6.4 Overtime for day workers

6.4.1 All time worked by patrol officers employed on day work, in excess of 38 hours per week or an average of 7.6 hours per day, or before the fixed starting time or after the fixed ceasing time, shall be deemed overtime and paid for at the rate of time and a half for the first 2 hours and double time thereafter, each day to stand by itself when overtime is being computed, except when an employee commences overtime on one day and continues to work such overtime into the next day.

6.4.2 If a patrol officer is recalled to work after completing their daily work, the patrol officer shall be provided with a minimum of 2 hours work or paid as for 2 hours at double time

6.5 Overtime for shift workers

6.5.1 All time worked by patrol officers employed on shift work outside or in excess of their ordinary working hours as fixed by roster from time to time pursuant to clause 6.2.1 shall be deemed overtime and paid for at the rate of double time;

6.5.2 If a patrol officer is called upon to work 2 consecutive shifts the patrol officer shall be paid at the overtime rate for the second of such shifts.

Provided, however that in the event of another patrol officer failing to report for duty on their rostered shift without having given the Club sufficient notice of their inability to attend to enable the Club to find a substitute for such patrol officer, the defaulting patrol officer shall pay to the Club the difference between the ordinary and overtime rates of the relieving patrol officer.

6.5.3 If a patrol officer is recalled to work after completing the patrol officer's rostered shift, the patrol officer shall be provided with a minimum of 2 hours work or paid as for 2 hours at double time.

6.6 Overtime - general

6.6.1 An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not at least 8 consecutive hours off duty between those times shall, subject to clauses 6.6.1 and 6.6.2, be released after completion of such overtime until the employee has had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

6.6.2 If on the instructions of the employer such an employee resumes or continues work without having had such 8 consecutive hours off duty, the employee shall be paid double rates until released from duty for such period and the employee shall then be entitled to be absent until the employee has had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence:

Provided however, the onus is on each patrol officer to advise the Club, if when starting the patrol, they have not had an 8 hour break. The provisions of clauses 6.6.1 and 6.6.2 will not apply if a patrol officer fails to notify the Club as provided by clause 6.6.2.

6.6.3 All patrol officers will advise the Control Room prior to the end of their shift of their availability to work overtime.

6.6.4 When a Patrol officer is allocated a job before normal finishing time, which extends beyond normal finishing time, the patrol will be paid at overtime rates from the normal finishing time until the job is completed and the patrol's nominated finish location is reached.

6.6.5 If a patrol officer is allocated a job after normal finishing time overtime will be paid to the finishing point.

6.6.6 Employees who are called out after reaching their starting point will be paid overtime from the time of leaving their starting point to the time of reaching their finishing point.

6.6.7 Every endeavour will be made by the Club to ensure that patrol officers reach their designated finishing point by the normal finishing time of each shift.

6.7 Meal breaks

6.7.1 *Day work* - A meal break of 30 minutes will normally be taken after the completion of the 3rd hour and be completed before the commencement of the 5th hour of work. In periods of heavy demand this can be extended by one hour by mutual agreement e.g. if a Patrol officer commences day work at 8:00 a.m., the Patrol officer must have completed the meal break prior to 1:00 p.m., or 2:00 p.m. by mutual agreement. Meal breaks are normally taken at the patrol's home address or RACQ facility for patrols with designated start and finish locations. Meal breaks may be taken at RACQ premises whilst attending training or working at a Club facility. Meal breaks for day work are not paid.

6.7.2 *Shift work* - A meal break of 30 minutes will normally be taken after the completion of the 3rd hour and be completed before the commencement of the 5th hour of work. In periods of heavy demand this can be extended by one hour by mutual agreement e.g. if a Patrol officer commences shift work at 8:00 a.m., the Patrol officer must have completed the meal break prior to 1:00 p.m., or 2:00 p.m. by mutual agreement. Meal breaks are normally taken at the patrol's home address or RACQ facility for City start patrols or patrols with designated start and finish locations. Meal breaks may be taken at RACQ premises whilst attending training or working at a

Club facility. Meal breaks on shift work are paid.

- 6.7.3 If the Patrol officer is recalled to work, the Patrol officer will be entitled to a paid meal break of 30 minutes after 4 hours of work at the appropriate rate or paid at double rates if not taken every 4 hours worked, e.g. if a Patrol officer works 8 hours overtime they would be paid for two 30 minute meal breaks without deduction of pay.
- 6.7.4 Travelling time either to a patrol officer's home or the Club's premises for such a meal break is as agreed upon with a maximum of 1/4 hour. At the end of such meal breaks, patrol officers must contact the Control Room by two-way radio or Mobile Data Units as appropriate.
- 6.7.5 Patrol officers are entitled to a crib break of 15 minutes paid at overtime rates after working on for one hour and less than 4 hours. After 4 hours of working on, applicable meal break provisions shall apply.

6.8 Meal allowance

- 6.8.1 If a patrol officer is required to work overtime for 2 hours or more after their fixed ceasing time without having been notified of such requirement on the previous day, the patrol officer shall be provided by the Club with a reasonable meal or paid a meal allowance of \$9.60.
- 6.8.2 Where a patrol officer has provided themselves with customary meals because of notification of requirement to work overtime, and the overtime is not required to be worked, or if work ceases before the respective meal times, the patrol officer shall be paid an allowance of \$9.60 for each meal so provided.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Every patrol officer at the end of each year of employment shall become entitled to an annual leave on full pay of not less than 4 weeks (152 hours).

- (a) Such annual leave shall be exclusive of any public holiday which may occur during the period of that holiday and shall be paid for by the Club in advance.
- (b) If the employment of a patrol officer is terminated before the completion of a full year of employment the patrol officer shall be paid, in addition to all other amounts due to the patrol officer, a proportionate amount calculated at the rate of ordinary pay for the amount of annual leave due to the patrol officer at date of termination pursuant to clause 7.1 and to clause 7.2.

7.1.2 *Loading on annual leave payments* - Every Patrol officer shall be paid, in addition to their ordinary pay for the period of annual leave, or the proportionate amount due on termination of employment pursuant to clause 7.1.1(b), a loading of 17.5% of the amount of leave payable, comprising base rate, shift allowance, disability allowance, and leading hand allowance.

Provided, however, that the provisions of clause 7.1.2 shall not apply to any period or periods of annual leave exceeding 4 weeks.

7.1.3 Reasonable notice of requirement to take the annual leave shall be given by the Club.

7.1.4 A period in excess of 3 months during which a patrol officer is absent without pay shall not be taken into account in calculating the period of employment for the purpose of clause 7.1.1.

7.1.5 Except as herein provided it shall not be lawful for the Club to give or for any patrol officer to take payment in lieu of annual leave.

7.1.6 Annual and sick leave will be calculated on a 38 hour week basis.

7.1.7 *Annual leave/savings* - For all employees engaged prior to 1 January 1987, nothing herein contained shall be deemed to construed to withdraw any benefits, concessions or privileges at present being received by persons covered by this Award from the Club except as amended by this Award.

7.1.8 Existing patrol officers as at 1 January 1987 will retain the following conditions:

- (a) 5 weeks (190 hours) annual leave.
- (b) 17.5% annual leave loading on 5 weeks annual leave.
- (c) Should the Club implement 24 hour irregular shift operations 7 days per week at some future date, the conditions contained in clause 7.1 will apply to all patrols working shift work.

7.2 Long service leave

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

7.3 Sick leave

7.3.1 Every employee shall be entitled to not less than 60.8 hours' (8 days) sick leave for each completed year of employment with the Club.

Moreover, as respects any completed period of employment of less than any one year with the Club, an employee shall become entitled to 7.6 hours' (one day) sick leave for each 6 weeks of such period.

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

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

7.3.3 Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make payment for more than 15 weeks absence from work through illness in any one year.

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

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

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

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

(c) The period during which the employment of the employee with the employer shall have been interrupted or determined in any of the circumstances mentioned in clause 7.3.4(a) and (b) shall not be taken into account in calculating the period of employment of the employee with the employer.

7.4 Absenteeism

The patrol officers agree to support a monitoring and management programme in order to reduce absenteeism.

7.5 Bereavement leave

7.5.1 An employee (other than a casual or pieceworker) on the death of a member of the employee's immediate family or household in Australia is entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

7.5.2 "Immediate family" includes:

(a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and

(b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.5.3 An employee with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

7.6 Family leave

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

7.6.1 It is to be noted that:

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

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

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

7.7 Public holidays

7.7.1 Except as hereafter provided, all work done by any patrol officer on any of the public holidays mentioned in section 15 of the Act, other than Labour Day, shall be paid for at the ordinary time rate, and in lieu of extra payment for work performed on any such day, the total of holidays so worked shall be added to the patrol officer's annual leave entitlement.

7.7.2 Provided however that not more than 5 of such public holidays, excluding Labour Day, may in any one calendar year, by mutual agreement between the patrol officer and the Club, be worked and paid for at the rate of double time, instead of being added to the annual leave entitlement, and the additional payment for work performed on such selected holidays shall be made when the patrol officer is proceeding on annual leave at the rate of payment applicable at that time.

7.7.3 Every patrol officer shall be paid a full day's pay and an additional day's pay for Labour Day irrespective of whether or not the patrol officer is required to work on that day.

7.8 Jury service

An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

"Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

8.1 Travelling time

8.1.1 When it is necessary for patrol officers to leave their vehicles at the Fleet Maintenance Centre, arrangements will be made to provide transport home prior to the end of shift.

8.1.2 Patrol officers travelling from home to the Fleet Maintenance Centre to changeover road service vehicles after servicing are to do so in their own time.

8.1.3 Patrol officers leaving their vehicles at the Fleet Maintenance Centre prior to proceeding on annual leave or when required to pick up vehicles when returning from annual leave are to do so in their own time. Arrangements will be made to transport patrol officers to their homes at the time of departing on annual leave and within a reasonable time after ceasing duty.

8.2 Starting and finishing point

The starting and finishing point in all cases will be taken as the patrol officer's residence. For all patrol officers who change their residence, the starting and finishing points will be at a mutually agreed location.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

9.1.1 The parties to this Award recognise that in order to increase the efficiency and productivity of the RACQ, 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 utilisation of skills acquired.

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

9.1.3 The employer shall reimburse all expenses incurred travelling to and from training. Clause 9.1.3 does not apply to the Club's education assistance policy.

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

10.1 Drinking water

The Club shall provide a sufficient quantity of drinking water at Club premises for the use of patrol officers. Boiling water shall also be provided for use at meal times at Club depots where practicable.

10.2 Clothing

10.2.1 *Supply of uniform* - Patrol officers shall be supplied with the following uniform items free of charge: 4 sets of shirts, shorts or trousers and socks; jacket, footwear, headwear, belt; dust jacket; wet weather clothing and safety equipment. Replacement items will be provided annually or on fair wear and tear or as they are deemed unserviceable. All uniform and safety items provided must be worn in accordance with Road Service Policy. Any alterations to this practice will be made following consultation with Patrol officers.

10.3 First aid

First aid - The Club shall ensure that each vehicle is equipped with an adequate supply of first aid material so that it will be readily accessible to patrol officers in case of accident.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 *Authorised industrial officer*

- (a) An "Authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.

- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

11.1.2 *Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
 - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
 - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

11.1.3 *Inspection of records*

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

11.1.4 *Discussions with employees*

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

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

- (a) the employee's award classification;
- (b) the employer's full name;
- (c) the name of the award under which the employee is working;

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Union encouragement

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

11.3.1 Documentation to be provided by employer

At the point of engagement, the employer shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by each employee.

The document provided by the employer shall also identify the existence of a union encouragement clause in this Award.

11.3.2 Union delegates

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.3.3 Deduction of union fees

Where arrangements can be entered into, the employer is encouraged to provide facilities for the deduction and remittance of Union fees for employees who signify in writing to their employer, their desire to have such membership fees deducted from their wages.

SCHEDULE 1 Part-time employment

S1.1 Intent

The purpose and intent of part-time employment is to:

- (a) provide an additional employment status option, available to new and existing patrol officers;
- (b) provide flexibility to meet member demand;
- (c) complement the full-time workforce.

S1.2 Part-time employment - general

- S1.2.1 The implementation of part-time employment is not designed to provide the Club with a vehicle to force change in employment status to existing patrol officers. As such, no full-time patrol officers will be required to convert to part-time employment, or to be made redundant by the engagement of part-time patrol officers.
- S1.2.2 The number of part-time patrol officers will not exceed 10% of the number of full-time patrol officers.
- S1.2.3 The Club is committed to maintaining the same high standards of selection as with full-time patrol officers and hence, the introduction of part-time patrol officers is not intended to establish a different or lower standard of selection criteria. The preferred standard is suitable trade qualification or relevant industry experience.
- S1.2.4 Full-time patrol officers who choose to consider part-time employment will be considered primary candidates for any vacant position.
- S1.2.5 Part-time patrol officers will be employed under this Award. The award conditions shall apply where the provisions of the Schedule do not amplify conditions. The provisions of this Schedule shall prevail to the extent of any inconsistency.

S1.3 Contract of employment

- S1.3.1 Part-time patrol officers shall be engaged on the following terms:
 - (a) A part-time patrol officer means a patrol officer who is engaged to work on pre-determined days of the week for a regular number of hours, being more than 10 but less than 25 hours per week over an agreed roster cycle. Except, as provided, all conditions provided for permanent full-time patrol officers shall apply to part-time patrol officers.
 - (b) Part-time patrol officers shall be paid an hourly rate equal to 1/38th of the weekly base rate prescribed by this Award for the classification under which they are engaged.
 - (c) Part-time patrol officers shall be entitled to receive pro rata entitlements to annual leave, public holidays, sick leave, bereavement leave, family leave and long service leave, in accordance with the provisions contained in this Award.
 - (d) Part-time patrol officers shall be entitled to the provisions prescribed for full-time patrol officers under the provisions of this Award in respect of termination of employment, introduction of changes, and redundancy.

S1.4 Public holidays

- S1.4.1 Part-time patrol officers who are rostered to work on a public holiday will receive normal time plus public holiday loading of 150% of normal time.
- S1.4.2 Part-time patrol officers who are not rostered to work on a public holiday have that day off and do not receive payment for that shift.
- S1.4.3 The Club shall, except under unforeseen circumstances, give each part-time patrol officer not less than 14 days' notice as to whether a holiday is to be observed or worked. If the patrol officer who is rostered to work is not required to work, they will be paid ordinary time for that shift.

S1.5 Hours of work

- S1.5.1 One ordinary shift per day with a minimum of 3 ordinary hours per shift per day, up to a maximum of 8 ordinary hours per shift per day may be worked.
- S1.5.2 The hours of each ordinary shift will be worked consecutively except for meal breaks and rest breaks.
- S1.5.3 Part-time patrol officers must work a minimum of 10 ordinary hours and a maximum of 25 ordinary hours per week.
- S1.5.4 Ordinary hours, including shiftwork, can be performed between 0600 hours and 2300 hours, Monday to Sunday.

S1.6 Rosters

- S1.6.1 An agreed pattern of hours will be developed between the Club and the individual part-time patrol officers, with delegate representation encouraged. This pattern of hours may be changed by mutual agreement. A copy of the roster will be posted with the joint consultative committee.
- S1.6.2 Roster reviews will be conducted every 3 months in respect to pattern of hours, based on leave schedules/work volumes and individual needs with 6 weeks notification of any change of roster. A part-time patrol officer will have at least one weekend off in every 4 week cycle incorporated into the roster.
- S1.6.3 The Club acknowledges its responsibility to patrol officers to maintain an appropriate balance of working and family time. Therefore, to ensure that staff can plan family and social activities, all efforts are made by Road Service Management to develop flexibility with rostering that accommodates patrol officer needs while maintaining appropriate staffing levels.
- S1.6.4 Failing agreement, clause 3.2 of the Award will be invoked. This procedure must be completed within 14 days or the new roster will apply.

S1.7 Overtime

- S1.7.1 A part-time patrol officer who works in excess of their agreed number of hours or outside of their agreed pattern of hours shall be paid overtime in accordance with clauses 6.4 and 6.5 of the Award.
- S1.7.2 The offer of overtime will be mutually agreed between both parties with start point allowance paid if called out on overtime.

S1.8 Meal breaks

- S1.8.1 Part-time patrol officers shall be entitled to meal breaks in accordance with clause 6.7 of the Award. A part-time patrol officer engaged on shiftwork, who is rostered for more than 4.5 hours, is entitled to a paid meal break of 30 minutes' duration which will commence within the 3rd hour and the 4.5th hour.
- S1.8.2 If the part-time patrol officer's rostered hours are between 4.5 and 5 hours' duration, a meal break will, at the patrol's discretion, be provided or payment will be made in lieu thereof.
- S1.8.3 A part-time patrol officer is not entitled to a meal break if the rostered ordinary hours are less than 4.5 hours.
- S1.8.4 Meal breaks for part-time patrol officers will be taken at the designated start and finish points as agreed.

S1.9 Patrol grading and progression

- S1.9.1 Patrol grading and progression will be based on the accrual of 1700 hours of ordinary time worked and the achievement of agreed performance standards.

S1.10 Training days

- S1.10.1 Training will be the same as for full-time patrols. Time for training will be factored into their ordinary rostered hours.

S1.11 Shift allowance

- S1.11.1 Part-time patrol officers engaged on shift work shall be paid a shift allowance as follows:
- (a) For shifts worked between 0700 hours and 1800 hours, Monday to Friday, no shift allowance is payable; and
 - (b) For shifts starting before 0700 hours or finishing after 1800 hours, the patrol officer shall be paid 15% more than their ordinary rate; and
 - (c) For all work performed on Saturday, the patrol officer shall be paid time and a-half for the first 2 hours and double time thereafter; and
 - (d) For all work performed on Sunday, the patrol officer shall be paid double-time.

S1.12 Start and finish points

- S1.12.1 Given that part-time shifts will generally be shorter than that of full-time patrol officers, the Club seeks to maximise the on-road service delivery of part-time patrol officers through the provision of designated start locations, which may be other than home locations.
- S1.12.2 Part-time patrol officers who start and finish at a designated location other than home will receive an

allowance, which recognizes the need for part-time patrol officers who may need to carry tools and equipment to that location.

S1.12.3 Should a part-time patrol officer convert to full-time employment, they will be deemed to be a new employee only for the purpose of designating start and finish points.

S1.12.4 Part-time patrol officers shall be paid a start-point allowance of \$18.27 per shift where the patrol officer is:

- (a) required to start and or finish at a location other than their home address; and
- (b) the patrol officer is required to drive their own vehicle to these points.

This payment will increase in line with wage increases made by State Wage Case decisions.

S1.13 Payments of commissions and bonuses

S1.13.1 Part-time patrol officers shall be entitled to the same commission and bonuses as full-time patrol officers, calculated and paid on a pro-rata basis.

S1.14 Sharing of patrol vehicle and tools

S1.14.1 Where a patrol vehicle is to be shared between more than one patrol officer, the Club will provide all tools and equipment. The Club shall not be required to pay tool allowance in these circumstances.

S1.14.2 Full-time patrol officers will not be required to share their tools or equipment with part-time patrol officers.

S1.14.3 The Club may use vehicles of full-time patrol officers for part-time patrol officers where full-time patrol officers are absent due to annual leave or other periods of extended absence.

S1.15 Rostered days off

S1.15.1 The ordinary hours of work for part-time patrol officers will not be averaged for the accrual of a rostered day off.

S1.16 Conversion of employment

S1.16.1 Patrol officers who convert to full-time employment or from part-time employment to full-time employment will be deemed to have continuing employment for all purposes, unless provided otherwise in the Award.

S1.16.2 The Club will ensure that members of the Defined Benefit Superannuation Fund who are changing their employment status will be provided with contact details for the relevant authority who can provide them with information about the effect of changing their employment status upon their superannuation entitlements.

Dated 25 September 2002.

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

Operative Date: 9 October 2002