

CITATION: *Security Industry (Contractors) Award - State 2004*
Reprint of Award - 1 November 2010
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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

SECURITY INDUSTRY (CONTRACTORS) AWARD - STATE 2004

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Security Industry (Contractors) Award - State 2004 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Security Industry (Contractors) Award - State 2004 as at 1 September 2010.

Dated 1 November 2010.

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

SECURITY INDUSTRY (CONTRACTORS) AWARD - STATE 2004

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Security Industry (Contractors) Award - State 2004.

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1.3 Definitions

- 1.3.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.3.2 "Casual Employee" means an employee who is engaged as such in accordance with clause 4.3.
- 1.3.3 "Commission" means the Queensland Industrial Relations Commission.
- 1.3.4 "Employer" means an Employer providing, under fee or contract, any Security Services.

- 1.3.5 "Premises" means all classes of buildings, and their environs whether enclosed or not enclosed, or a designated area and, without restricting the generality of the foregoing, will include buildings in the course of construction or demolition, construction works, showgrounds, sportsgrounds, racecourses, mines, tramways, railways and any other place where the service of employees covered by this Award may be provided.
- 1.3.6 "Probationary Employee" means an employee in the first 3 months of employment. For the purposes of clause 1.3.6, full-time, part-time or casual employment will count as service on the basis of 3 calendar months from the first engagement or the first Day upon which the employee is engaged.
- 1.3.7 "Security Services" means the industries and/or industrial pursuits of gatekeeping, securing or watching, including the securing, watching, guarding and/or protecting of persons, premises and/or property, servicing (excluding technicians) and/or responding to alarms and providing escort services, and without limiting the generality of the foregoing, the recording and/or control of the entry and/or exit of persons, vehicles, and/or goods of any description, and the operation and/or monitoring of alarms and/or alarm control systems.
- 1.3.8 For the purpose of defining shifts the following will have application:
- (a) "Afternoon Shift" means any shift finishing after 6.30 p.m. and at or before midnight.
 - (b) "Day" means a period from midnight to midnight.
 - (c) "Day Shift" (Day work) means a shift of work performed between the hours of 5.30 a.m. and 6.30 p.m.
 - (d) "Night Shift" means any shift finishing after midnight and at or before 8.00 a.m. or any shift commencing at or after midnight and before 5.30 a.m.
 - (e) "Night Shift (non-rotating)" means night work in which Night Shifts are worked which do not rotate or alternate with another shift so as to give employees at least 1/3rd of their working time off Night Shift, in each roster cycle.
- 1.3.9 "Union" means Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees.

1.4 Date of operation

This Award takes effect from 1 December 2003.

1.5 Coverage

This Award applies throughout the State of Queensland to all categories of employees and to their Employers providing Security Services under fee or contract.

1.6 Benefits not to be withdrawn

Nothing in this Award will in itself be deemed or construed to reduce the wages of any employee employed at the date of this Award or to withdraw benefits, concessions or privileges being received by such employee at such a date.

1.7 Parties bound

This Award is legally binding upon the Employers as prescribed by clause 1.3.4 and their employees and the Union and its members.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in terms of clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an Employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have

no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedure

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

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

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

4.1 Employment categories

- 4.1.1 Employees covered by this Award will be advised in writing of their employment status upon appointment.

Employment categories are:

- (a) Full-time;
- (b) Part-time (as defined); or
- (c) Casual (as defined).

4.2 Part-time employment

4.2.1 *Rates of pay* - Part-time employees shall be employed for a minimum of 12 hours per week and be paid at the rate of 1/38th of the weekly rate of wages prescribed by the appropriate classification per hour, with a minimum payment as for 4 hours on any Day when work is performed. Such employees will be further entitled to the weekly allowances applicable under clause 5.3 in their entirety and will also be entitled to the uniform provisions provided for in clause 10.2.

4.2.2 *Overtime* - Part-time employees will be entitled to overtime if they work in excess of 8 hours in any one Day or 38 hours in any one week:

Provided that where agreement is reached pursuant to clause 6.1 (Hours of work), part-time employees are entitled to overtime if they work in excess of the ordinary hours prescribed in rosters which have been agreed pursuant to clause 6.1.

4.2.3 *Hours of duty* - The hours of duty of part-time employees will be worked in accordance with a roster under the provisions of clause 6.2 (Rosters) of this Award.

4.2.4 *Public holidays* -

- (a) Part-time employees will be entitled to the holiday provisions of clause 7.6 of this Award.
- (b) A part-time employee who is rostered to work on a Day of the week on which a public holiday falls and who is not required to work on that Day will be paid for the hours which would otherwise have been worked on that Day.
- (c) Should a part-time employee be rostered regularly to work on the Day on which Labour Day, Show Day and Easter Saturday fall and such public holidays occur during a period of the employee's annual leave, there will be added to the employee's annual leave an extra Day for each such Day so occurring.

4.2.5 *Annual leave* - Part-time employees will be entitled to annual leave in accordance with clause 7.1 (Annual leave) of this Award:

Provided that "full pay" will be calculated in the same proportion as the average number of hours worked per week during the employee's year of employment bears to 38 hours per week.

4.2.6 *Sick leave* - Where a part-time employee has accumulated an entitlement to sick leave in accordance with clause 7.2 (Sick leave) of this Award, payment for sick leave will be based upon the number of hours that the employee would otherwise have worked on the Day or Days when such leave is taken:

Provided that no such employee will be entitled to sick leave within each year of employment exceeding the proportion of 60.8 hours sick pay that the employee's average weekly working hours bears to 38 hours per week.

4.2.7 *Bereavement leave* - In the case of a part-time employee entitled to bereavement leave as per clause 7.3 of the Award, payment for such will be based upon the number of hours that the employee would otherwise have worked on the Day or Days when such leave is taken.

4.2.8 *Termination* - Termination of service of a part-time employee will be in accordance with clause 4.8:

Provided that a "week's wage" will be an amount equivalent to the proportion that the employee's average weekly working hours bears to 38 hours per week.

4.2.9 *Engagement* - Casuals currently on the books of each company will be offered part-time employment in the first instance. New employees, that is employees not currently on the books as casuals, will be employed as either full-time, part-time or Casual Employees at point of engagement.

4.3 Casual employment

4.3.1 Casual Employees shall not be employed for more than 32 ordinary hours in one week:

Provided that where a Casual Employee relieves a permanent employee on paid or unpaid leave, the Casual Employee may be employed for up to 37 ordinary hours per week.

4.3.2 During the first week of employment, a casual may be given one briefing shift at the appropriate Award rate which will not count towards the maximum ordinary hours. Such casual may work one briefing shift of 8 hours and a further 4 consecutive 8 hour shifts in the first week of employment and will not be deemed to be a permanent employee.

4.3.3 For the purposes of relieving other employees on annual leave, a casual may work the ordinary rostered hours of

the employee on annual leave.

- 4.3.4 Casual Employees will be engaged for a specific number of hours being not less than 4 hours for each engagement. The Employer will keep a record of all casual engagements and make it available for inspection to an officer of the Union.
- 4.3.5 A Casual Employee will be paid per hour of engagement, at the rate of 1/38th of the weekly rate, prescribed for the appropriate classification plus 23% to be calculated to the next highest cent wherever a fraction of a cent results:
- 4.3.6 A Casual Employee will be paid for each engagement, as for a minimum of 4 hours work where the period of engagement does not exceed 4 hours.
- 4.3.7 Where the period of engagement exceeds 4 hours, but is less than 8 hours, the specified hours of work will be paid at ordinary rates. Any additional hours worked to that specified, will be paid for at overtime rates.

4.4 Probationary period

- 4.4.1 Probationary periods will not apply in respect of Casual Employees.
- 4.4.2 An employee may be engaged on probation for a period of up to 3 months' duration. The probationary period will be specified in the contract of employment.
- 4.4.3 The employee will complete a first probationary review no later than mid-way through the defined probationary period. Following the conclusion of the first probationary review, the Employer will provide the employee with feedback on their performance.
- 4.4.4 Where areas of unsatisfactory performance are identified, the employee will be made aware of these, the standards of satisfactory performance required and the dates by which they are required to be achieved.
- 4.4.5 The Employer will complete a final probationary review by no later than 2 weeks before the end of the probationary period specified in the contract of employment and immediately inform the employee of the outcome of this review in the following terms:
- (a) where the Employer has determined that the employee has satisfactorily completed their probation, their employment will continue and the employee will be given confirmation in writing; or
 - (b) where the Employer, as a consequence of the probationary reviews, has determined that the employee has not satisfactorily met the Employer's work performance requirements, the employee will be informed of the outcome of the final review and will be given one week's notice of termination of employment or payment in lieu of such notice.
- 4.4.6 Should either party find the probationary period is not progressing satisfactorily, the employment may be terminated with a week's notice or pay in lieu thereof by either party.

4.5 Mixed functions

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

4.6 Trainees

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

4.7 Anti-discrimination

- 4.7.1 It is the intention of the parties to this Award to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999*, as amended from time to time which includes:
- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of the above attributes;

- (b) sexual harassment; and
- (c) racial and religious vilification.

4.7.2 Accordingly in fulfilling their obligations under the disputes avoidance and settling procedure in clause 3.1, the parties to the Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.7.3 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.

4.7.4 Nothing in clause 4.7 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.

4.8 Termination of employment

4.8.1 Statement of employment

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

4.8.2 Termination by employer

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

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

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

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

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

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

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.8.3 Notice of termination by employee

The notice of termination required to be given by a full-time or part-time employee shall be one week.

If an employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to one week.

4.8.4 Time off during notice period

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

4.9 Introduction of changes

4.9.1 Employer's duty to notify

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

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

4.9.2 Employer's duty to consult over change

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.9.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

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

4.10 Redundancy

4.10.1 Consultation before terminations

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.10.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.10.2 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.10.1 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 4.8.

- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.10.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.10.3, '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.

4.10.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.10.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.10.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.10.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.10.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.8.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.10.1(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.

4.10.7 *Superannuation benefits*

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

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

4.10.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.10.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

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

4.10.9 *Alternative employment*

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

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

Clause 4.10 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.10.11 *Employees exempted*

Clause 4.10 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.

4.10.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.10 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
 - (i) a company and the entities it controls; or
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.10.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.10.6 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 (transmitter) 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 transmitter, and any prior transmitter, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
 - (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.10.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.10.14 *Incapacity to pay*

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

4.11 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.

4.12 Incidental and peripheral tasks

- 4.12.1 An Employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skills, competence and training.
- 4.12.2 An Employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment (where relevant).
- 4.12.3 Any direction issued by an Employer will be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Classifications and wage rates

5.1.1 *Security Officer Level 1*

A Security Officer Level 1 is an employee who performs work to the level of such employee's training.

Indicative of the tasks an employee may be required to perform at this level include:

- (a) Watch, guard or protect persons and/or Premises and/or property.
- (b) Be stationed at an entrance and/or exit where principal duties will include:
 - (i) the control of movement of persons, vehicles, goods and/or property coming out of or going into Premises or property (including vehicles carrying goods of any description) to ensure that the quantity and description of such goods is in accordance with the requirements of the relevant document; and
 - (ii) will include an area or door attendant or commissionaire in a commercial building.
- (c) Respond to basic fire/security alarms at the designated post which may include use of keypads or basic keyboard skills to acknowledge an alarm activation and the recording of inward and outward goods etc.
- (d) Use of electronic equipment such as handheld scanners, walk through metal detectors and simple closed circuit television systems (CCTV) utilising basic keyboard skills.
- (e) Let in or let out security dogs from kennels housed within a secure compound.
- (f) Undertake crowd control duties at Premises such as shopping centres, trade displays, sporting events, and other special events, etc.

- (g) Perform duties associated with a Level 2 position whilst being trained for promotion to that level.
- (h) Undertake traffic control duties.

5.1.2 *Security Officer Level 2*

A Security Officer Level 2 is an employee who performs work above and beyond the skills of an employee at Level 1, to the level of such employee's training.

Indicative of the tasks an employee may be required to perform at this level include:

- (a) Undertake securing, watching, guarding and/or protecting duties as directed including:
 - (i) responding to alarm signals;
 - (ii) attending and performing minor non technical servicing of automatic teller machines;
 - (iii) patrolling in a vehicle 2 or more separate client establishments or sites; and
 - (iv) collection and/or delivery of cash.
- (b) Monitor and respond to electronic intrusion, detection or access control equipment and lock and unlock entries and exits terminating at a visual display unit and/or computerised printout which may require use of keypads or basic keyboard skills.
- (c) Operate public weighbridges where appropriately licensed to do so.
- (d) Use of handheld scanners, walk through metal detectors and simple closed circuit television systems (CCTV) utilising basic keyboard skills in connection with an airport.
- (e) Use and interpret screen images on baggage and x-ray equipment.
- (f) Southbank officer (other than for special events) where employees are required to rotate through the control room.
- (g) Handle trained security dogs for the purpose of performing duties and possess documentary evidence of satisfactorily completing a recognised Dog Handlers' Course.
- (h) An employee to be engaged and nominated in writing by the Employer primarily for the purpose of relieving Level 1 positions at short notice and for whom a display roster is not required, and where less than 24 hours notice of shift changes may be given.
- (i) Perform duties associated with a Level 3 position whilst being trained for promotion to that level.
- (j) Perform the duties of a Security Officer Level 1.
- (k) Leave reserved - Understand and enforce Liquor Act Legislation and/or by-laws to undertake crowd control duties at licensed Premises.
- (l) Operation and monitoring of equipment which treats waste water

5.1.3 *Security Officer Level 3*

A Security Officer Level 3 is an employee who performs work above and beyond the skills of an employee at Level 2, to the level of such employee's training.

Indicative of the tasks an employee may be required to perform at this level include:

- (a) Monitor and operate integrated intelligent building management and security systems terminating at a visual display unit or computerised printout which requires data input from the Security Officer.
- (b) A Security Officer who, in the opinion of the Employer has no previous relevant experience at this level and is undertaking the tasks of a Security Officer Level 4 whilst undergoing training and gaining experience during the first 6 months of employment as such.
- (c) A Southbank Officer who is authorised to act on by-laws.

- (d) Perform the duties of a Security Officer Level 1 and Security Officer Level 2.
- (e) An employee to be engaged and nominated in writing by the Employer, primarily for the purpose of relieving Level 2 positions at short notice and for whom a display roster is not required, and where less than 24 hours' notice of shift changes may be given.

5.1.4 Security Officer Level 4

A Security Officer Level 4 is an employee who performs work above and beyond the skills of an employee at Level 3, to the level of such employee's training.

Indicative of the tasks an employee may be required to perform at this level include:

- (a) Monitor, record, input information or react to signals and instruments related to electronic surveillance of any kind within a central station.
- (b) Operate a keyboard to alter the parameters within an integrated intelligent building management and/or security system.
- (c) Co-ordinate, monitor or record the activities of Security Officers utilising a verbal and/or computer based data communication system within a central station.
- (d) Perform the duties of Security Officers at Levels 1, 2 and 3.

5.1.5 Security Officer Level 5

A Security Officer Level 5 is an employee who performs work above and beyond the skills of an employee at Level 4, to the level of such employee's training and co-ordinates the work of Security Officers working in a team environment within a central station.

A person in receipt of the rate applying to this classification will not be entitled to a leading hand allowance as provided in this Award.

5.1.6 *All employees* - The minimum weekly wage payable to employees in the Southern Division (Eastern District) will be as follows:

Classification Level	\$ per week
Security Officer Level 1	657.30
Security Officer Level 2	679.10
Security Officer Level 3	694.40
Security Officer Level 4	709.80
Security Officer Level 5	739.80
Traffic Controller Level 1 (first 12 months in the industry)	660.10
Traffic Controller Level 2 (after 12 months in the industry)	670.50
Traffic Controller Level 3 (after 16 months in the industry)	682.40

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

5.2 Payment of Wages

5.2.1 All monies owing to an employee will be paid on the same Day every week or every fortnight at the determination of the Employer but will not be paid on Saturdays, Sundays, or public holidays. Payment may, at the option of the Employer, be paid in cash, cheque or by electronic funds transfer into a bank, building society or other financial institution nominated by the employee.

5.2.2 Except where otherwise agreed between the Employer and the employees, wages paid in cash will be paid in the Employer's time and any employee who has not been paid will be deemed to have been working until payment has been made.

5.3 Allowances

5.3.1 Where an employee is licensed, and required by the Employer to carry a gun, any licence fee, paid by the employee, shall be reimbursed by the Employer upon production of a receipt, or alternatively the employee is to be paid the following allowance:

Per week
\$2.00

5.3.2 *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 the following allowance to provide this equipment:

Per week From 07/11/2005	Per week From 01/07/2006	Per week From 01/07/2007
\$6.70	\$7.00	\$7.30

5.3.3 *Leading hand allowance* - An employee other than security guard (control room operator) who is appointed as leading hand, or required to perform the duties of a leading hand, shall be paid the following allowance:

	Per week
In charge of:	
Up to 15 employees	\$14.90
More than 15 employees	\$22.40

This allowance shall be deemed to be part of the ordinary weekly wage for all purposes of the Award.

5.3.4 *Shift leader* - A security guard (control room operator) who is appointed as a shift leader or required to perform the duties of a shift leader and is required to direct other employees on that shift, shall be paid the following allowance:

Per week
\$32.90

This allowance shall be deemed to be part of the ordinary weekly wage for all purposes of the Award.

5.3.5 *Broken shift* - Employees working a broken shift will, in addition to all other entitlements, be paid the following allowance for each such shift worked:

\$12.67

A Casual Employee will be paid this allowance where such Casual Employee has 2 engagements on any one Day.

For the purpose of clause 5.3.5, a 'broken shift' is defined as a shift where the second period of duty commences between one and 3 hours after the actual finishing time of the first period of duty.

5.3.6 *Operator/Searcher* - An Operator/Searcher at an airport who is directed by the Employer to work at a terminal other than the terminal to which such employee is rostered, will be paid an allowance equivalent to 25% of the ordinary hourly rate of pay.

5.3.7 *First aid allowance* - Where an employee is required to possess and utilize the following qualifications, such employee shall receive the following allowance:

	Per week
Senior First Aid	\$10.40
Senior First Aid & Defibrillation Certificate	\$14.80

5.3.8 *Dog handling* - An employee required to own, maintain and use a dog in the course of their duties shall be fully reimbursed by the Employer for all expenses or paid in lieu thereof the following allowance:

Per week From 07/11/2005	Per week From 01/07/2006	Per week From 01/07/2007
\$59.65	\$62.05	\$64.55

5.3.9 *Mobile phone allowance* - Where an employee is required to possess a mobile phone by their Employer, the Employer shall reimburse such employee the access fee and all work related calls or pay to the employee the following allowance in lieu thereof:

Per week From 07/11/2005	Per week From 01/07/2006	Per week From 01/07/2007
\$36.50	\$38.00	\$39.50

5.3.10 *Civil construction disability allowance* - Employees engaged as traffic controllers in, or in connection with, civil construction sites shall be paid the following allowance which shall be deemed to be part of the ordinary weekly wage for all purposes of the Award:

Per week
\$25.25

5.3.11 Where an employee is required by the Employer to travel to a location other than the site they are rostered to work, they must be paid either:

(a) the following allowance in lieu of ordinary hours spent travelling:

Per shift From 07/11/2005	Per shift From 01/07/2006	Per shift From 01/07/2007
\$16.20	\$16.85	\$17.50

or

(b) for the time spent in such travel:

Provided that an Employer must choose to pay all relevant employees according to clauses 5.3.11(a) or 5.3.11(b) by 30 December 2002 or within 2 months of becoming bound by this Award. Such election once made cannot be changed.

5.3.12 *Firearm allowance* - Employees required to carry and wear a firearm shall be paid the following flat allowance:

Per hour
105.5cents

5.3.13 *Travel Allowance - (Traffic Controller)* - Employees travelling directly between their home and a traffic control workplace at which the employee is rostered to work using transport not supplied by the Employer will be paid the following allowance:

Per shift From 07/11/2005	Per shift From 01/07/2006	Per shift From 01/07/2007
\$13.60	\$14.15	\$14.70

This allowance does not apply where the Employer offers to provide transport.

5.3.14 *Aviation and sea ports security allowance*

The following all purpose allowance will apply to employees working at an airport or seaport performing the following functions: passenger screening, checked bag screening including x-ray and or trace element detection equipment (e.g. Barringer machine or similar), kerbside management, freight screening, operation of control room and all other functions within an airport or seaport precinct:

Per hour
\$1.346

Despite the monetary amounts provided in clause 5.3.14, employees entitled to this allowance for work at airports will not be paid less than the amount of the aviation security allowance paid under the Security Employee (Victoria) Award 1998.

5.3.15 *Site allowances*

An all purpose site allowance of \$57.10 per week shall be payable to all employees at the following sites: Power plant, mine site, abattoir, gas works, garbage tips, refinery, brewery and sites where unpleasant odours or noxious fumes are present.

5.3.16 Training allowance

Where the employer requires an employee to train another person, the employer must pay such trainer, in addition to all amounts prescribed by this Award, \$1.7115 for each hour spent training.

5.4 Occupational superannuation

5.4.1 The superannuation provisions for all eligible employees covered by this Award will be in accordance with the Declaration of General Ruling handed down by the Full Bench of the Commission and contained in the *Queensland Government Industrial Gazette* of 28 March 1987, Vol CXXIV No 55.

5.4.2 For each employee, the Employer will contribute a sum in accordance with the provision of the Superannuation Guarantee Charge. This sum is to be paid to an approved superannuation scheme, retrospective to the date of the employee's appointment.

5.4.3 Contributions will be made into one of the following Funds:

- (a) Australian Retirement Fund; or
- (b) Sunsuper; or
- (c) In relation to any particular Employer, any other Scheme or Fund to which that Employer was already making Superannuation contributions on behalf of that Employers employees covered by this Award as at 1st July, 1989, and which is approved under the *Occupational Superannuation Standards Act 1987*:

Provided that only those Established Schemes or Funds to which an Employer party to this Award was already actually physically making genuine contributions on behalf of the employees covered by this Award as at 1st July, 1989, will be recognised under this subclause. The making of contributions subsequent to 1st July, 1989, but on a retrospective basis, in respect of any period up to and including 1st July, 1989, will not under any circumstances, bring a Scheme or Fund within the meaning of clause 5.4.3:

Provided that in the event of any dispute over whether any Scheme or Fund complies with the requirements of clause 5.4.3, the onus of proof will be with the Employer.

5.4.4 "Eligible employee" means a full-time, part-time or Casual Employee who has completed one calendar month's service with an Employer. On completion of the above qualifying period, Superannuation contributions will be made in accordance with this clause retrospective to the commencement of that period

5.4.5

- (a) Employees may nominate, by agreement with the Employer, an amount of money or a percentage of their wage by which their wage will be reduced, and by which the Employer's superannuation contribution on behalf of that employee will be increased. The nominated amount takes effect from the commencement of the following pay period and can only be altered once per calendar year, unless the Employer and employee agree otherwise. The arrangement may be terminated by either party on giving notice of one clear pay period.
- (b) The employee's wage for all purposes other than taxation, including severance and termination payments will be the gross wage which the employee would receive if they had not made the nomination in clause 5.4.5(a).

5.5 Divisions and districts

In addition to the rates of wages set out in this Award for the Southern Division, Eastern District the following amounts will be paid to employees to whom this Award applies employed in the Divisions and Districts referred to hereunder:

	Per week
	\$
Northern Division, Eastern District	1.05
Northern Division, Western District	3.25
Mackay Division	0.90
Southern Division, Western District	1.05

The Divisions and Districts will be those as defined by the Commission from time to time.

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

6.1 Hours of work

- 6.1.1 The ordinary hours of work of employees will not exceed 38 hours per week or:
- (a) 76 hours in any period of 2 weeks; or
 - (b) 114 hours in any period of 3 weeks; or
 - (c) 152 hours in any period of 4 weeks.
- 6.1.2 The ordinary hours will be worked on not more than 5 Days per week Monday to Sunday, with 2 consecutive Days off per week, with a maximum of 8 hours per Day.
- 6.1.3 Employees may by agreement with the Employer and with the agreement of the Union, work rosters which prescribe more than 8 ordinary hours per Day and averaged numbers of Days off.
- 6.1.4 The ordinary hours of work for shift workers other than employees engaged solely on Day Shift, will be worked continuously in accordance with a roster determined by mutual agreement between the Employer and the employees involved, and with the agreement of the Union.
- 6.1.5 The ordinary working hours of employees on a Day Shift will be worked continuously between the hours of 5.30 a.m. and 6.30 p.m.
- 6.1.6 Operator/Searchers may work a broken shift at airport terminals with not more than one break:
- Provided that the second period of duty will commence not less than 3 hours after the actual finishing time of the first period of duty.
- 6.1.7 Notwithstanding any other provisions of this Award, employees may be paid at ordinary rates of pay whilst being trained, provided that such training as conducted whilst the employee is not performing duties at their normal workplace.

6.2 Rosters

- 6.2.1 A roster showing ordinary weekly hours to be worked by an employee will be exhibited in a conspicuous place, easily accessible to all employees.
- 6.2.2 Where an employee is not required to report on commencement or completion of duty at the usual place of business of the Employer, a copy of the roster will be made available to that employee.
- 6.2.3 Unless the applicable roster is changed by mutual agreement with the employee or employees concerned, or in emergent circumstances, one week's notice of a proposed change of rostered hours will be given to the employee concerned, in writing, where possible.
- 6.2.4 Employees may swap rostered shifts by agreement with no penalty to the Employer, subject to the approval of the Employer.

6.3 Overtime

- 6.3.1 Except as hereinafter provided, all time worked in excess of the ordinary daily hours of work prescribed by this Award, or outside of an employee's usual commencing and ceasing times, will be deemed to be overtime and will be paid at the rate of time and a-half for the first 3 hours and double time thereafter.
- 6.3.2 Where more than one shift per Day is worked, overtime will be paid for at the rate of not less than double time.
- 6.3.3 Overtime will be paid in blocks of 15 minutes.
- 6.3.4 Where there is a requirement that a Security Officer coming onto a shift at a post or station has to be briefed by an employee on the previous shift, such briefing will be carried out at no extra cost to the Employer if the briefing time does not exceed 15 minutes. If the briefing time exceeds 15 minutes, overtime will be paid.
- 6.3.5 Where overtime is worked before the commencement and after the completion of the ordinary hours of work, all overtime will be added and, if in excess of three hours, will be paid at the rate of double time.
- 6.3.6 All overtime worked by an employee on Sunday work or on a rostered Day off will be paid for at the rate of double time with a minimum payment as for 2 hours work:

Provided this minimum will not apply in respect to overtime worked at the conclusion of an ordinary shift, nor in respect of overtime which is continuous with overtime commenced on the previous Day.

6.3.7 If, on instruction of the Employer, an employee continues or resumes work without having had 10 consecutive hours off duty, such employee will be paid at the rate of double time until released from duty for such a period, and will then be entitled to be absent until such employee has had eight consecutive hours off duty without loss of pay or ordinary working time occurring during such absence. Where an employee changes an ordinary shift according to an agreed roster, such employee will have a minimum of eight consecutive hours off duty:

Provided that an eight hour break may be substituted for a ten hour break where the employee so agrees and the duration of the shifts being worked by the employee allow such a substitution, consistent with the Employer's obligation to provide a safe system of work.

6.4 Call back

6.4.1 Any employee who, after leaving their place of employment (whether notified before or after leaving such place of employment) is required to attend the Employer's Premises for any reason other than carrying out rostered duties will be paid a minimum of 2 hours' pay at the appropriate overtime rate for each such attendance from home to home.

6.4.2 Clause 6.4 will not apply where a period of duty is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

6.5 Meal breaks

6.5.1 An employee will be allowed a meal break of not more than one hour and not less than 30 minutes. Where a one hour meal break is allowed no deduction of pay will be made for 30 minutes.

6.5.2 The meal break will be allowed between 3 and one-half hours work and not later than 6 hours after commencing work.

6.5.3 Where the Employer requires the employee to remain on the job during the meal break, the employee will be paid for 30 minutes.

6.5.4 If such a meal period or any part thereof is worked, then unless a broken meal allowance of \$7.50 is paid, it will be deemed to be overtime and will be paid for at the rate of double time, and double time will be paid for all ordinary time until the employee finishes work or is allowed a meal break of not less than 30 minutes for which no deduction of pay will be made.

6.5.5 Shift workers will be allowed a break of not less than 30 minutes for the purposes of a crib, such time to be counted as time worked. The crib time will be commenced as near as practicable to the middle of the shift and, in any event, will be commenced not earlier than 3 and a-half hours after the commencement of the shift and not later than 5 hours after such commencement. An employee will not be required to work more than 6 hours without a break for crib.

6.5.6

(a) Where more than one hour's overtime is worked, as hereinafter described, and the employee was not notified the Day before, the Employer will supply the employee with an adequate meal or pay an amount of \$9.60 in lieu thereof.

(b) Where essential overtime is worked on a daily basis such meal allowance will not be payable during such daily rostered hours of work, but will be payable upon the commencement of any additional overtime.

(c) Where 4 or more overtime hours are worked, an employee will be allowed a crib break of 30 minutes for the first four hours and a further 30 minutes for any further 4 hours or part thereof for which no deduction will be made.

6.5.7 Where an employee had been given notice to work overtime and that employee has provided customary meals and the overtime is not required to be worked, the employee will be paid an allowance of \$9.60 for each meal so provided.

6.5.8 Notwithstanding all the foregoing provisions of clause 6.5, the Union may approve, in writing, of such other arrangements, in respect of meal breaks and crib times, as may be mutually agreed upon between the relevant parties.

6.6 Rest pauses

6.6.1 A weekly employee will be entitled to a rest pause of 10 minutes duration in the Employer's time in the first and second half of such employee's daily work. No deduction of pay will be made for each rest pause so taken.

6.6.2 A Casual Employee engaged for a period of not more than 4 hours will be entitled to a rest pause of 10 minutes

duration in the Employer's time; a Casual Employee who is engaged for a period of more than 4 hours, but not exceeding 8 hours, will be entitled to a rest pause of 10 minutes duration in the Employer's time in the first and second half of their engagement.

6.6.3 Rest pauses will be taken at such times as will not interfere with continuity of work where continuity is necessary.

6.7 Shift work

6.7.1 An employee rostered to work on a shift will be paid, in addition to the ordinary hourly rate of pay, the following shift allowance:

Day Shift	Nil
Afternoon Shift	15%
Night Shift (Rotating with Day or Afternoon Shifts)	15%
Permanent night work (Non-rotating Night Shifts)	20%

6.7.2 Shift allowances will not apply to shift work performed on:

- (a) Weekends where extra payment applies pursuant to clause 6.8 (Weekend penalty rates); or
- (b) Public holidays where extra payment applies pursuant to clause 7.6 (Public holidays).

6.8 Weekend penalty rates

All ordinary time worked by permanent employees, between midnight Friday and midnight Saturday, will be paid for at the rate of time and a-half. All time worked between midnight Saturday and midnight Sunday will be paid for at the rate of double time. Casuals working on weekends will be paid at an hourly rate the same as a permanent employee of the same classification in the same location.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Every employee other than a Casual Employee covered by this Award will at the end of each year of employment be entitled to annual holiday on full pay as follows:

- (a) If employed throughout such year of employment on permanent night work (non-rotating) over a period of 7 Days per week, or if employed on shift work where more than one shift per Day is worked over a period of 7 Days, not less than 5 weeks;
- (b) If employed other than on work described above, not less than 4 weeks.

7.1.2 Such annual holiday will be exclusive of any public holiday which may occur during the period of that annual holiday and will be paid for by the Employer in advance:

- (a) In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of prescribed ordinary rate of wages, at that excess rate; and
- (b) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the Employer will be deemed to have given the holiday to the employee from the date of the termination of the employment and will forthwith pay to the employee, in addition to all other amounts due such employee, that employee's pay, calculated in accordance with subclause 7.1.2, for the holiday period prescribed above and also the employee's ordinary pay for any statutory holiday occurring during such prescribed period.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee will be paid, in addition to all other amounts due to that employee, an amount equal to 1/9th of such employee's pay for the period of employment if that employee is an employee to whom clause 7.1.1(a) applies, and 1/12th of that employee's pay for the period of employment if such employee is an employee to whom clause 7.1.1(b) applies, calculated in accordance with subclause 7.1.5.

Except as hereinbefore provided, it will not be lawful for the Employer to give or for any employee to receive payment

in lieu of annual leave.

7.1.5 Calculation of annual leave pay - In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments) will be calculated as follows:

- (a) Shift workers - Subject to clause 7.1.5(c), the rate of wage to be paid to a shift worker will be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
- (b) Supervisory employees - Subject to clause 7.1.5(c), supervisory allowances and other payments of a like nature, payable for ordinary time worked, will be included in the wages to be paid to employees during annual leave.
- (c) All employees - Subject to the provisions of clause 7.1.5(d), in no case will the payment by an Employer to an employee be less than the sum of the following amounts:
 - (i) The employee's ordinary wage rate as prescribed by this Award for the annual leave period (excluding shift premiums and weekend penalty rates);
 - (ii) Supervisory allowance or payments of a like nature;
 - (iii) In the case of shift workers, a further amount calculated at the rate of 17.5% of the amounts referred to in paragraphs (i) and (ii) of this provision;
 - (iv) In the case of all other employees, a further amount calculated at the rate of 17.5% of the amounts referred to in clauses 7.1.5(c)(i) and 7.1.5(c)(ii).
- (d) Clause 7.1.5(c) will not apply to the following:
 - (i) Any period or periods of annual leave exceeding:
 - (A) 5 weeks in the case of employees employed on work where the provisions of clause 7.1.1(a) apply;
 - (B) 4 weeks in any other case.
 - (ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment, which is not less favourable to employees.

7.2 Sick leave

7.2.1 Entitlement

- (a) Every employee, except casuals, pieceworkers, and school based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their Employer.
- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked by the employee if the employee were not absent on sick leave.
- (d) Sick Leave may be taken for part of a Day.
- (e) Sick leave will be cumulative, but unless the Employer and employee otherwise agree, no employee will be entitled to receive, and no Employer will be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.
- (f) Part-time employees accrue sick leave on a proportional basis.

7.2.2 Employee must give notice

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

7.2.3 Evidence supporting a claim

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

7.2.4 *Accumulated sick leave*

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

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

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

7.2.5 *Workers' compensation*

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

7.3 Bereavement leave

7.3.1 Full-time and part-time employees shall on the death of a member of their immediate family or household in Australia be entitled to paid bereavement leave up to and including the Day of the funeral of such person. Such leave will be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary Days of work. Proof of such death is to be furnished by the employee to the satisfaction of the Employer.

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

7.3.3 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.

[Note some awards contain provisions for employees to be entitled to Bereavement Leave on the death of a particular relative outside of Australia. It is not the intent of this (or any other model clause) to reduce employee's entitlements. Where this occurs the clause should be included with the model clause]

7.4 Long service leave

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

7.5 Family leave

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

7.5.1 It is to be noted that:

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

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

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

7.6 Public holidays

7.6.1 All work done by any employee on:

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

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

7.6.2 Labour day

All employees (other than Casual Employees) covered by this Award will be entitled to be paid a full Day's wage for Labour Day (the first Monday in May or other Day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such Day, and if any employee concerned actually works on Labour Day, such employee will be paid a full Day's wage for that Day and in addition a payment for the time actually worked at one and a-half times the ordinary rate prescribed for such work with a minimum of 4r hours.

7.6.3 Annual show

All work done by employees in a district specified from time to time by the Minister by notification published in the *Gazette* on the Day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such district will be paid for at the rate of double time and a-half with minimum of 4 hours.

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and Employer must agree on an ordinary working Day that is to be treated as a show holiday for all purposes.

7.6.4 All time worked on any of the aforesaid holidays outside the employee's ordinary starting and ceasing times for the Day of the week on which such holiday falls will be paid for at double the rate prescribed for such time when worked outside such ordinary starting and ceasing times on an ordinary working Day.

7.6.5 Casual Employees will be paid when working on a public holiday at an hourly rate of 2 and one-half times the ordinary hourly rate applicable to a permanent employee of the same classification in the same location, with a minimum engagement of 4 hours.

7.6.6 Holidays on rostered days off

Should any of the statutory holidays mentioned in subclause 7.6.1 fall on a Day on which an employee is rostered off duty, such employee will, in lieu of such holiday, be entitled to either the payment of an extra Day's pay or an alternative Day off or the addition of an extra Day to the employee's annual leave entitlement.

7.6.7 Stand down

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

7.6.8 Where an employee is rostered to work on any of the aforesaid holidays such employee may, by mutual agreement, elect to be paid at the rate of time and a-half for work performed on that holiday and have one extra Day added to that employee's annual leave. Any employee who wishes to have this extra Day added to annual leave will advise the Employer in writing not less than 21 Days before the aforesaid holidays.

7.6.9 Any employee absent from work on unauthorised leave without pay before and after a public holiday will not be entitled to be paid for such public holiday.

QIRC Full Bench Statement of Policy dated 13.12.00 (B210 of 1998) -163 QGIG 34. Employees are not to be discriminated against on the basis of their contract of employment where statutory holidays fall on off duty periods of employment.

7 6.10 Employees who do not work Monday to Friday of each week

Employees who do not ordinarily work Monday to Friday of each week are entitled to public holidays as follows:

- (a) A full-time employee is entitled to either payment for each public holidays or a substituted Day's leave.
- (b) A part-time employee is entitled to either payment for each public holidays or a substituted Day's leave provided that the part-time employee would have been ordinarily rostered to work on that Day had it not been a public holiday.
- (c) Where a public holiday would have fallen on a Saturday or a Sunday 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.
- (d) 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.
- (e) Nothing in clause 7.6 confers a right to any employee to payment for a public holiday as well as a substituted Day in lieu.

7.7 Unpaid leave

Where any accrued annual and long service leave have been exhausted an employee may apply for unpaid leave and the Employer, at its sole discretion taking account of operational requirements, may grant the leave.

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

No provisions inserted in this Award relevant to this Part.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training clause

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

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

9.2 Commitment to training and careers

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

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

10.1.1 All means of locomotion requested by the Employer shall be provided and maintained by the Employer or, in the alternative, where the employee uses their own car on the Employer's business, such employee shall be paid a minimum allowance at the rate prescribed hereunder:

- (a) For motor vehicles up to 1.5L - A standing charge allowance of:
 - (i) \$149.60 per week plus a weekly amount calculated at the rate of 17.47 cents per kilometre (effective 7 November 2005);
 - (ii) \$155.60 per week plus a weekly amount calculated at the rate of 168.17 cents per kilometre (effective 1 July 2006);

- (iii) \$161.80 per week plus a weekly amount calculated at the rate of 18.90 cents per kilometre (effective 1 July 2007);

for the actual distance travelled by the vehicle each week in connection with the employee's employment.

- (b) For motor vehicles over 1.5L and up to 2.5L - A standing charge allowance of:

- (i) \$161.40 per week plus a weekly amount calculated at the rate of 22.69 cents per kilometre (7 November 2005);
- (ii) \$167.85 per week plus a weekly amount calculated at the rate of 23.60 cents per kilometre (effective 1 July 2006);
- (iii) \$174.55 per week plus a weekly amount calculated at the rate of 24.54 cents per kilometre (effective 1 July 2007);

for the actual distance travelled by the vehicle each week in connection with the employee's employment.

- (c) For motor vehicles over 2.5L - A standing charge allowance of:

- (i) \$196.85 per week plus a weekly amount calculated at the rate of 30.64 cents per kilometre (effective 7 November 2005);
- (ii) \$204.75 per week plus a weekly amount calculated at the rate of 31.86 cents per kilometre (effective 1 July 2006);
- (iii) \$212.95 per week plus a weekly amount calculated at the rate of 33.14 cents per kilometre (effective 1 July 2007);

for the actual distance travelled by the vehicle each week in connection with the employee's employment.

- (d) When an employee is required to use their own car for part of a week only, such employee shall be paid on a kilometrage basis as follows:

	Per kilometre From 07/11/2005	Per kilometre From 01/07/2006	Per kilometre From 01/07/2007
Vehicles up to 1.15L	35.14 cents	36.55 cents	38.01 cents
Vehicles over 1.5L and up to 2.5L	37.38 cents	38.87 cents	40.43 cents
Vehicles over 2.5L	42.87 cents	44.58 cents	46.37 cents

- (e) In all instances in clause 10.1, actual distance travelled by the vehicle in connection with the employee's employment shall mean to include that travelling to and from their place of residence for the purpose thereof.

10.1.2 No employee shall suffer a reduction in weekly car allowance which was paid to that employee prior to the advent of clause 10.1.

10.1.3 The minimum weekly allowances prescribed by clause 10.1.1 hereof shall be paid during public holidays, annual leave, sick leave, and long service leave, except where such leave is paid on termination.

10.1.4 Notwithstanding anything herein contained, the Employer and employee may make any other arrangements as to car or car allowances not less favourable to the employee.

10.1.5

- (a) An employee, apart from a Security Guard (Mobile) who, by agreement with the Employer uses their own vehicle on the Employer's business and is paid the minimum allowances at the rate prescribed by clause 10.1.1, shall, in circumstances where the use of a company vehicle is not appropriate be given at least one Day's written notice to terminate such agreement, or shall be paid the appropriate standing charge allowance for a period of one Day.
- (b) In all other circumstances, and in all circumstances of Security Guard (Mobile) at least 4 weeks' written notice of the Employer's intention to terminate or alter such agreement shall be given or in lieu thereof the employee shall be paid the appropriate standing charge allowance for a period of four weeks.

- (c) Provided that clause 10.1.5 shall not operate in the case of termination of employment.

10.2 Uniforms

10.2.1 Where employees are required by the Employer to wear a uniform, a uniform issue consisting of 2 pairs of trousers, 5 shirts, a cap, and/or tie, will be provided upon commencing employment:

Provided that after 3 months employment, replacement of such uniforms when necessary will be the responsibility of the Employer or an allowance of \$1.44 per week paid in lieu of such replacement.

10.2.2 New casuals who are employed subsequent to 2 August, 1989, will be subject to a once only deduction of \$30.00 from their pay as a deposit on their uniforms. This deposit will be fully refundable upon termination provided that all uniform items are returned in a reasonable condition having due regard to normal wear and tear.

10.3 Work in rain

10.3.1 When an employee is required to work in the rain and by doing so gets their clothes wet, such employee will be paid at the rate of double time for all work performed until the employee is able to change into dry clothing or finishes work.

10.3.2 Clause 10.3 will not apply where the employee has been supplied with adequate rain proof clothing or where the employee is paid an allowance of \$1.35 per week for permanent employees, or 67 cents per week for casuals, in lieu of such supply.

10.4 Attending court

10.4.1 If an employee is required outside ordinary working hours to attend in connection with duties at a Court of Justice such employee will be paid reasonable travelling time, fares and ordinary rate of wages for the time of Court attendance.

10.4.2 An employee required to attend Jury Service will receive from the Employer by way of recompense any loss in wages incurred by such employee during the period of Jury Service. Attending Court as a Juror will be deemed to be continuous employment with the Employer.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry procedure

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

- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

11.1.3 *Inspection of records*

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

11.1.4 *Discussions with employees*

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

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

- (a) the employee's award classification;
- (b) the Employer's full name;
- (c) the name of the award under which the employee is working;
- (d) the number of hours worked by the employee during each Day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a 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, an Employer to whom this Award applies will 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 the employee.

The document provided by the Employer will 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 will 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, Employers are encouraged to provide facilities for the deduction and remittance of Union fees for employees who signify in writing to their Employer, their desire to have such membership fees deducted from their wages.

11.4 TUT leave

11.4.1 Upon written application by an employee, or the Union on behalf of the employee, to an Employer and giving to the Employer at least 2 months' notice, such employee will be granted up to 5 working Days leave (non-cumulative) on ordinary pay, each calendar year, to attend TUT Leave.

For the purposes of clause 11.4, ordinary pay will mean at the ordinary weekly rate paid to the employee exclusive of any disability allowances and in the case of a Casual Employee, will mean the ordinary hourly rate.

11.4.2 The granting of TUT Leave will be subject to the following conditions:

- (a) An employee must have at least 12 months service with an Employer prior to such leave being granted.
- (b) Clause 11.4 will not apply to an Employer with less than 5 employees, including casuals, bound by this Award.
- (c) The maximum number of employees of one and the same Employer attending a TUT course or seminar at the same time will be as follows:

Where the Employer employs between 1 and 50 employees	1
Where the Employer employs between 50 and 100 employees	2
Where the Employer employs over 100 employees	3

- (d) Where an Employer has more than one place of employment in Queensland, then the maximum number of employees entitled to attend a course at the same time will be 2. This will not prevent an Employer from agreeing to release additional employees.
- (e) In any one calendar year:
 - (i) the maximum number of employees of any one Employer entitled to attend TUT accredited courses will be 4; and
 - (ii) the maximum number of Days for which an Employer will be required to make payment to employees for TUT Leave will be 10
- (f) The taking of TUT Leave will be arranged so as to minimise any adverse affect on the Employer's operation. Where an Employer approaches the Union and demonstrates genuine difficulties with respect to the release of a particular employee at a particular time (including where the Employer may have previously advised of its ability to release such employee) the Union will not unnecessarily press its request for the release of that employee at that time. If the matter is not amicably resolved, it will be processed in accordance with clause 3.1 of this Award.
- (g) The scope, content and level of the course will be such as to contribute to a better understanding of industrial relations, industrial efficiency and workplace issues within the Employer's operations.
- (h) 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.
- (i) Leave granted to attend TUT courses will not incur additional payment if such course coincides with an employee's rostered Day off.
- (j) The taking of TUT Leave will not affect other leave granted to employees under this Award, nor will it adversely affect the employee's service for the calculation of leave entitlements.

11.5 Availability of Award

A true copy of this Award will be exhibited in a conspicuous and convenient place on the Premises of the Employer so as to be easily ready by the employees.

SCHEDULES. THIS MAY INCLUDE PROVISIONS, WHICH ONLY APPLY TO SINGLE RESPONDENTS, SITES OR PROJECTS.

Dated 25 February 2004.

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

Operative Date: 1 December 2003