

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**TOLL COLLECTORS ETC., EMPLOYEES AWARD - STATE 2003**

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Toll Collectors Etc., Employees Award - State 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Toll Collectors Etc., Employees Award - State 2003 as at 1 September 2010.

Dated 1 November 2010.

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

**TOLL COLLECTORS ETC., EMPLOYEES AWARD - STATE 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Toll Collectors Etc., Employees Award - State 2003.

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**1.3 Date of operation**

This Award takes effect from 2 June 2003.

**1.4 Coverage**

1.4.1 This Award shall apply throughout the State of Queensland to employees engaged in or in connection with, or incidental to, the operations of collection of tolls, or fees, or however else described by manual, mechanical, electronic, or other means for the purposes of passage onto any road, highway, freeway, or other thoroughfare, Bridge, pier, jetty, or landing or causeway, and/or the collection of tolls or fees associated with the operations of automated monorails or similar transport systems.

**1.5 Definitions**

- 1.5.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.5.2 "By-Laws" means the By-Laws and/or Regulations under the *Transport Infrastructure Act 1994*.
- 1.5.3 "Bridge" means The Gateway Bridge as defined in the *Transport Infrastructure Act 1994*.
- 1.5.4 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.5 "Motorway" means The Logan Motorway as defined in the *Transport Infrastructure Act 1994*.
- 1.5.6 "Work Rules" means the Rules laid down by the Gateway Bridge Company relating to the performance of any function associated with the collection of tolls and/or the flow of traffic over the Bridge and Motorways, or other such rules that are in force in a particular workplace from time to time.
- 1.5.7 "Union" means The Australian Workers' Union of Employees, Queensland.

## **1.6 Parties Bound**

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

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

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

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE SETTLING PROCEDURES**

### **3.1 Consultative mechanisms and procedures in the workplace**

- 3.1.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industries covered by this Award and to enhance the career opportunities and job security of employees in such industries.
- 3.1.2 At each plant or enterprise, an employer, the employees and their Union commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or Union for consideration consistent with the objectives of clause 3.1.1 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 an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

- 3.2.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.

- 3.2.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.2.5.
- 3.2.4 If the grievance or dispute is still unresolved after discussions listed in clause 3.2.2, the matter shall, in the case of a member of the Union, be reported to the relevant officer of the 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 shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.2.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.2.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

### **4.1 Employment categories**

- 4.1.1 Employees, other than casuals, covered by this Award shall be advised of their employment category upon appointment.

Employment categories are:

- (a) full-time;
- (b) part-time (as prescribed in clause 4.2); or
- (c) casual (as prescribed in clause 4.3).

#### *4.1.2 Conditions of employment*

Upon employment employees shall strictly adhere to the By-Laws and Work Rules relating to the workplace.

#### *4.1.3 Probation period*

All employees, in the first 3 months of employment shall be a probationary employee.

### **4.2 Part-time employment**

- 4.2.1 "Part-time employee" means an employee, other than a casual employee as defined in clause 4.3.2 of the Award, who is engaged to work rostered regular hours each week with a minimum engagement of 20 hours per week. Such roster shall show the starting and ceasing times and the days upon which an employee is engaged to work as well as the number of hours to be worked each week or as otherwise arranged by mutual agreement the employer and the relevant industrial officer of the Union or the employee's representative, to suit the exigencies of the establishment.
- 4.2.2 The ordinary daily working hours shall be worked continuously including meal breaks, and shall not be less than 6 hours or more than 8 hours on any one day.

- 4.2.3 Part-time employees who work a minimum of 6 consecutive ordinary hours on any day shall be entitled to a rest pause of 15 minutes' duration without loss of pay during the first 6 hours, and a further rest pause where 8 consecutive hours are worked on any one day. Such rest pause shall be taken at such times as will not interfere with the continuity of work where continuity in the opinion of the employer is necessary provided that where more than 4 hours are worked, such employees shall be entitled to a paid meal break of 30 minutes to be taken between the 4th and 5th hour.
- 4.2.4 A part-time employee shall be paid an hourly rate equal to the appropriate weekly rate prescribed by the Award and divided by 38, and in addition shall be entitled to a *pro rata* payment of the shift premium where appropriate.
- 4.2.5 A part-time employee shall be entitled to *pro rata* annual leave, sick leave, long service leave, bereavement leave and all public holidays on the same basis as weekly employees on which the employee would have otherwise worked on a proportionate basis calculated on the ordinary hours of work, worked in accordance with clause 4.2.1. Where a public holiday occurs during a period of the employee's annual leave, there shall be added to the employee's annual leave an extra day for each such day so occurring.
- 4.2.6 A part-time employee who works more than 8 hours on any one day or more than 38 in any one week shall be paid overtime in accordance with clause 6.4 of the Award.
- 4.2.7 Subject to the provisions contained in clause 4.2, all other provisions of the Award relevant to weekly employees shall apply to part-time employees.
- 4.2.8 *Savings clause*

No employee to whom this Award applies, including a casual employee currently employed at the date of commencement of this Award, shall be transferred by the employer to part-time employment or be terminated with a view to re-employment as a part-time employee without the consent of the employee.

### **4.3 Casual employment**

- 4.3.1 Casual employees shall be paid 1/38th of the appropriate weekly rate plus 23% casual loading.
- 4.3.2 A casual employee is one who is engaged by the hour and paid as such and who is employed for not more than 32 hours in any one week.
- The hours of work for casuals engaged on a regular basis in the roster shall be agreed between the employer and the relevant industrial officer of the Union or the employee's representative.
- 4.3.3 Casual employees may be engaged to work in accordance with a roster pursuant to the hours prescribed in either clause 6.1.1 or 6.1.2.
- 4.3.4 Casual employees shall be employed for a minimum of 2 hours per engagement.
- 4.3.5 A casual employee required to work more than 6 continuous hours of a normal shift shall be entitled to the same meal break as a permanent employee.

### **4.4 Mixed functions**

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

Clause 4.4.1 shall not apply where an employee is performing relieving duties during prescribed meal breaks and rest pauses.

### **4.5 Incidental or peripheral tasks**

- 4.5.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award provided that such duties are not designed to promote deskilling.
- 4.5.2 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.

4.5.3 Any direction issued by an employer pursuant to clauses 4.5.1 and 4.5.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

#### **4.6 Anti-discrimination**

4.6.1 It is the intention of the parties to this Award to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *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.

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

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

4.6.4 Nothing in clause 4.6 is to be taken to affect:

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

#### **4.7 Termination of employment**

##### *4.7.1 Statement of employment*

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

##### *4.7.2 Termination by employer*

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

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

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

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

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

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

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

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

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

The notice of termination required to be given by 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 the amount the employee would have received under clause 4.9.2(d) for a period of notice of one week.

#### 4.7.4 *Time off during notice period*

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

### **4.8 Introduction of changes**

#### 4.8.1 *Employer's duty to notify*

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

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

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

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.8.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### **4.9 Redundancy**

#### 4.9.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.9.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

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

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.9.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.7.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.

#### 4.9.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmitter) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmitter 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 transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.9.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

#### 4.9.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.9.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.9.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.9.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

#### 4.9.6 *Severance pay*

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

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6



More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

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

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

#### 4.9.7 *Superannuation benefits*

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

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

#### 4.9.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.9.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

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

#### 4.9.9 *Alternative employment*

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

#### 4.9.10 *Employees with less than one year's service*

Clause 4.9 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### 4.9.11 *Employees exempted*

Clause 4.9 shall not apply:

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

#### 4.9.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.9 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:

- (i) a company and the entities it controls; or
- (ii) a company and its related company or related companies; or
- (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

#### 4.9.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.9.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
  - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
  - (ii) where the employee rejects an offer of employment with the transmittee:
    - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the 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 4.9.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.9.14 *Incapacity to pay*

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

### **4.10 Continuity of service - transfer of calling**

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

## **PART 5 - WAGES AND WAGE RELATED MATTERS**

### **5.1 Definition of classifications**

#### 5.1.1 *Level One*

Toll Collector Trainee - Means a new employee engaged as such for a period of 2 weeks who undertakes structural training.

#### 5.1.2 *Level Two*

Toll Collector - means an employee engaged on all aspects of toll collection including implementation of the By-Laws insofar as they affect toll collection, to advise and direct drivers or other persons in matters relating to traffic and toll collection and who may be required to act as toll Collector Leading Hand as required.

#### 5.1.3 *Level Three*

Toll Collector Leading Hand - means an employee required by the employer to supervise and implement all aspects of toll collection including maintenance of traffic flow through automatic and manual thoroughfare lanes or other such passages, provide advice and direction, and implementation of the By-Laws as prescribed on any matter relating to collection of tolls and operation of traffic and to carry out any functions of a toll collector as and when required. Where appropriate such employee shall have a vehicle supplied for official purposes only. The employee at this grade will perform functions of a trades level.

#### 5.1.4 *Level Four*

Toll Collector - Supervisor - (Leave Reserved).

### **5.2 Wage rates**

The minimum rates of wages payable to the following classes of employees shall be as follows:

Classification	Award Rate Per Week
	\$
Level One Toll Collector - Trainee (first 2 weeks) (Reserved)	596.60
Level Two Toll Collectors	655.60
Level Three Toll Collectors - Leading Hands	682.00

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

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

### **5.3 Allowances**

#### *5.3.1 Laundry allowance*

All employees shall be paid an allowance of \$5.65 per week towards the cost of laundering and maintenance of items of uniforms in a presentable condition.

#### *5.3.2 First aid allowance*

Any qualified employee appointed by the employer to perform first aid duties shall be paid an allowance of \$12.60 per week.

#### *5.3.3 Afternoon and night shift penalty allowances*

All employees working afternoon and night shifts in accordance with clause 6.7 shall be paid a shift allowance of 15% per shift or *pro rata* where less than a full shift is worked:

This allowance shall not apply to shift work on Saturday or Sunday where extra payment applies in accordance with clause 6.9.

#### *5.3.4 General disability allowance*

All employees working under this Award and thereby subject to adverse conditions such as exposure to cold, wind, rain, noise, exhaust fumes, glare and isolated conditions, shall be paid an allowance equivalent to one hour of the Level 2 Toll Collectors wage per week, which shall be treated as part of the weekly wage for all purposes under this Award:

Where less than a full week is worked, this allowance shall be paid on a *pro rata* basis. This allowance may be adjusted from time to time taking into consideration general wage movements.

#### *5.3.5 Recall to work*

In the event of an employee (other than a casual) being recalled to work during their off duty period they shall receive payment for the time worked, such time to be calculated as from home and back to home with a minimum payment for 3 hours at the prescribed overtime rate.

### **5.4 Superannuation**

5.4.1 *Application* - In addition to the rates of pay prescribed by clause 5.2, all employees employed under this Award shall be entitled to Occupational Superannuation as prescribed by clause 5.4.

#### *5.4.2 Definitions*

(a) The "fund" means Sunsuper

(b) "Ordinary Time Earnings" means an employee's ordinary weekly rate and shall include relevant all purpose allowances, afternoon and night shift loadings, and week-end penalties, and casual loading calculated according to the employee's roster.

#### *5.4.3 Eligibility -*

- (a) Clause 5.4 shall apply to all employees (including casuals) who have completed 4 weeks' employment. Contributions are to be retrospective to the employee's date of commencement.
- (b) Provided that existing employees and casual employees at the date of commencement of clause 5.4 shall be deemed to have served the qualifying period herein.

#### 5.4.4 Contributions

- (a) Amount - As from 1 January 2005 every employer shall contribute on behalf of each eligible employee an amount calculated at 9% of the employee's ordinary time earnings, into an approved fund, as defined in this clause. Each such payment of contributions shall be rounded off to the nearest ten (10) cents:

Provided that where an employee is absent and is receiving by way of workers' compensation an amount of money no less than the award rate of pay the contribution shall be calculated at 3%.

- (b) Contributions may be suspended for any period or periods wherein an employee is absent from the workplace other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation to a maximum of 26 weeks, or other authorised absences during which wage payments continue as an employer responsibility.

#### 5.4.5 Voluntary contributions

Under the rules of a plan an eligible employee may personally contribute additional fixed amounts to the plan and the employer shall (at the employee's request in writing), make arrangements for authorised deductions from the employee's pay to be forwarded to the administrators of the Plan.

5.4.6 Each employer shall remit contributions on a calendar month basis covering the normal pay periods completed in that calendar month, to the administrators of the Plan.

5.4.7 (a) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.

- (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
- (ii) A person must not coerce someone else to make an agreement.
- (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (inspection of time and wage records) of the Act.
- (iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure as contained in clause 3.2.

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

### **6.1 Hours of work**

#### 6.1.1 Day workers

The ordinary working hours of day workers shall not exceed 38 hours per week to be worked in 5 periods of 8 consecutive hours inclusive of a meal break, between the hours of 6.00 a.m. and 6.00 p.m. on Monday to Friday inclusive.

#### 6.1.2 Working of 38 hour week

- (a) The 38 hour week shall be worked using one of the following options, most suitable to each employer, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:
  - (i) by employees working less than 8 ordinary hours each day; or
  - (ii) by employees working less than 8 ordinary hours on one or more days each work cycle; or
  - (iii) by fixing one or more work days on which all employees will be off during a particular work cycle; or
  - (iv) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.

- (b) Employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.
- (c) Notwithstanding any other provision in clause 6.1, where the arrangement of ordinary hours of work provided for a rostered day off, the employer and the majority of employees concerned may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off accrued and shall not be unreasonably withheld by either party.
- (d) Different methods of working the 38 hour week may apply to individual employees, groups or sections of employees.

### 6.1.3 *Procedures for individual employer discussions*

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

## **6.2 Rest pauses**

- 6.2.1 A permanent employee shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of their daily work. No deduction of pay shall be made for each rest pause so taken.
- 6.2.2 A casual employee engaged for a period of not less than 3 continuous hours but less than 6 hours shall 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 6 continuous hours or more, shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of their engagement.
- 6.2.3 Every endeavour shall be made to enable employees to partake of rest pauses and shall be taken at such times as will not interfere with continuity of work where continuity is necessary, provided that where an employee is unable to have a prescribed rest pause within the first half and second half of their daily work, the employee shall be entitled to an additional 10 minutes' pay at overtime rates.
- 6.2.4 Provided that by agreement between the employer and employees rest pauses may be combined into one 20 minute rest pause to be taken as agreed, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into 3 approximately equal working periods.

## **6.3 Time allowance for securing float, lane relief etc.**

- 6.3.1 In addition to the periods prescribed in this Award for meal or crib breaks and rest pauses employees shall be allowed an additional 5 minutes' paid time prior to commencement and following cessation of such breaks for the purpose of travelling to and from lane booths or work stations and necessary deposit or collection of money floats. All such breaks shall commence and finish at the designated lane booths or work station.
- 6.3.2 A period of 5 minutes at the commencement and 10 minutes at the finish of each daily work period shall be allowed as paid time for the purpose of signing on or off, collection or checking and deposit of float money and travelling to and from the lane booths or work stations where this time falls outside the normal shift.

## **6.4 Overtime**

### 6.4.1 *Day workers*

All time worked in excess of 8 hours per day or 38 hours per week or outside of the daily spread of hours specified in

clause 6.1.1 shall be deemed overtime and paid for at the rate of double time.

All overtime worked on Sundays shall be paid for at the rate of double time.

Any employee recalled to work overtime on Sunday outside of their rostered hours shall be provided with a minimum of 4 hours work or payment therefore at the appropriate rate.

#### 6.4.2 *Shift workers*

All time worked in excess of 8 hours per shift or outside the ordinary starting and ceasing times prescribed for a shift in accordance with the roster or outside the hours prescribed by clause 6.7 shall be deemed overtime and paid for at the rate of double time.

### **6.5 Meal allowance and crib periods**

6.5.1 Any employee required to continue working for more than one hour after the fixed ceasing time for their normal work or shift shall be allowed a one-half hour meal break after the first hour worked. If required to continue working for a further 4 hours or more, an employee shall be allowed 45 minutes for crib after each further 4 hours worked. No deduction of pay shall be made for any such crib break or breaks, and each employee shall be provided with a meal by the employer free of charge or paid a meal allowance of \$9.60 at any such crib break.

6.5.2 In the event of an employee (other than a casual) being recalled to work during his off duty period he shall receive payment for the time worked, such time to be calculated as from home and back to home with a minimum payment for 3 hours at the prescribed overtime rate.

6.5.3 Any employee called out to work shall be granted a meal break of 45 minutes after each 4 hours of work. No deduction shall be made from the wages for the meal times so granted and the employee shall be provided with a meal by the employer or paid a meal allowance of \$9.60 for each such meal break in all cases.

### **6.6 Rest period on overtime**

6.6.1 An employee who works so much overtime between the termination of that employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times shall, subject to clause 6.6, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer such an employee resumes or continues work without having had such 10 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 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

6.6.2 The provisions of clause 6.6.1 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:

(a) for the purpose of changing shift rosters; or

(b) where a shift worker does not report for duty; or

(c) where a shift is worked by arrangement between the employees themselves.

### **6.7 Shift work**

6.7.1 The ordinary working hours of shift workers shall not exceed 8 hours per shift or an average of 38 hours per week to be worked in accordance with a roster of unbroken shifts which shall not exceed 152 ordinary hours over a 4 week period. The hours of such roster shall be agreed between the employer and the relevant industrial officer of the Union or the employee's representative.

6.7.2 Other than in emergent circumstances, one week's notice of any proposed change in the roster shall be given in writing to the employees concerned.

6.7.3 Shift workers shall be allowed 30 minutes in each shift for crib which shall be paid for as time worked at such time to suit the continuity of work where continuity is necessary. All work done during the scheduled meal break shall be paid for at the rate of double time, such payment to continue until a meal break has commenced.

6.7.4 *Afternoon shift* - Any rostered shift of 8 ordinary hours commencing at or after 12.00 noon and in which the major portion of such shift is worked 4 hours or more after 4.00 p.m.

6.7.5 *Night shift* - Any rostered shift of 8 ordinary hours commencing at or after 8.00 p.m. and in which the major portion of such shift is worked 4 hours or more after 12 midnight.

6.7.6 *Day shift* - Any rostered shift of 8 ordinary hours in which 4 hours or more of such shift is worked between 8.00 a.m. and 4.00 p.m.

## **6.8 Fatigue breaks**

All employees shall receive a minimum of a 10 hour break between the completion of one shift/day and the commencement of the next shift/day.

## **6.9 Week-end work**

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

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

### **7.1 Annual leave**

7.1.1 Every employee covered by this Award shall at the end of each year of their employment be entitled to annual leave on full pay as follows:

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

7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.5) shall be paid for by the employer in advance:

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

If the employment of an employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due, the employee's pay, calculated in accordance with clause 7.1.5, of 4 or 5 weeks as the case may be and also their ordinary pay for any public holiday occurring during such period of 4 or 5 weeks.

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

7.1.3 Reasonable notice of the commencement of annual leave shall be given to the employee.

7.1.4 Except as provided in clause 7.1.2 it shall 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) shall 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 shall be the rate payable for work in ordinary time according to the employees' roster or projected roster, including Saturday, Sunday, or holiday shifts.
- (b) Leading hands - Subject to clause 7.1.5(c), Leading Hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (c) All employees - Subject to the provisions of clause 7.1.6, in no case shall the payment by an employer to an employee be less than the sum of the following amounts:

- (i) The employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premium and week-end penalty rates);
- (ii) Leading hand allowance or amounts of a like nature;
- (iii) A further amount calculated at the rate of 17 1/2% of the amounts referred to in clause 7.1.5(a) and (b).

7.1.6 The provisions of clause 7.1.5(c) shall not apply to the following:

- (a) Any period or periods of annual leave exceeding:
  - (i) 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
  - (ii) 4 weeks in any other case.
- (b) 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 and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer:
 

Provided that part-time employees accrue sick leave on a proportional basis.
- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave for each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the number of hours which 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 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 13 weeks' absence from work through illness in any one year.

### *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 to the employer's satisfaction, 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.



7.2.6 Where practicable an employee should notify the employer of their unavailability to attend to work due to illness before the commencement of duty. Notwithstanding any other provision of clause 7.2, where an employee fails to notify the employer of their inability to attend for duty either at the commencement of the shift or 1/2 hour before the commencement of the shift, no payment shall be made to the employee unless the employee produces a medical certificate or other proof satisfactory to the employer.

Note: An employee's entitlement to sick leave in accordance with clause 7.2 shall not be reduced as a consequence of the operation of clause 7.2.6.

### **7.3 Bereavement leave**

#### *7.3.1 Full-time and part-time employees*

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

Provided the employee shall be entitled to a maximum of 2 days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside Australia of an employee's husband, wife, father or mother, and where such employee travels outside of Australia to attend the funeral.

#### *7.3.2 Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.3.2.

#### *7.3.3 "Immediate family" includes:*

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

#### *7.3.4 Unpaid leave*

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

### **7.4 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 first day of January;
- the twenty-sixth day of January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the twenty-fifth day of April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day; and
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

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

### *7.6.2 Labour Day*

All employees covered by this Award shall 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*, irrespective of the fact that no work may be performed on such day, and if any employee concerned actually work on Labour Day, such employee shall be paid a full day's wage for that day and in addition a payment for the time actually worked by him at one and a-half times the ordinary rates prescribed for such work with a minimum of 4 hours.

### *7.6.3 Annual show*

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

### *7.6.4 Double time and one half*

For purposes of clause 7.6 where the rate of wages is a weekly rate "double time and a-half" means one and one-half days' wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day:

Provided that 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 shall 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.

Should any of the public holidays mentioned in clause 7.6 fall on a day on which a shift worker is rostered off duty, such employee shall, 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.

### *7.6.5 Stand down*

Any and every employee who, having been dismissed or stood down by the employer during the month of December in any year, shall be re-employed by the employer at any time before the end of the month of January in the next succeeding year shall, if that employee shall have been employed by the employer for a continuous period of 2 weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid and shall be paid by 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 the employee's dismissal or standing down to and including the date of the employee's re-employment as aforesaid.

### *7.6.6 Substitution*

Where agreement is reached between the employer and the employee in writing, the employee may elect to work on a public holiday and substitute an alternate day off. Payment for such work shall be at the rate of time and a-half for the time worked with a minimum of 4 hours, and in addition the employee shall be entitled to a substitute paid day off to be taken as mutually agreed.

By agreement between the parties another day may be substituted for any of the public holidays nominated in clause 7.6 or any day proclaimed to be preserved in lieu of any of the nominated holidays.

## **7.7 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 Transport**

8.1.1 Where an employee (other than a casual) is called out during the employee's off duty period and is required to use their own transport the employee shall be paid a vehicle allowance of 58 cents per kilometre.

8.1.2 When an employee, after having worked overtime or a shift which the employee had not been regularly rostered, finishes work at a time when the employee's customary means of transport is not available, and the employee is unable to arrange reasonable alternative means of transport, the employer shall provide the employee with suitable means of transport to the employee's home.

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

### **9.1 Training**

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

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

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

### **10.1 Uniforms**

10.1.1 Upon appointment the employer shall supply every permanent employee with an initial issue of uniform items in accordance with the following schedule:

Slacks or Skirts	3 items
Shirts or Blouses	4 items
Ties	2 items
Winter jacket/cardigan	1 item
Summer jacket/cardigan	1 item
Women's jumper	1 item
Winter slacks	3 items

10.1.2 Such items shall be replaced or exchanged on a one for one basis as required to maintain a proper presentation in the work place with a minimum replacement period of 12 months and a maximum period of 2 years.

- 10.1.3 Casual employees shall be supplied with issue of such items of uniform as are necessary to cover the hours worked per week.
- 10.1.4 Such uniforms shall remain the property of the employer and shall not be worn other than when on duty or in transit to and from work.
- 10.1.5 Upon termination of employment or when replaced by a new issue all items of uniform shall be returned to the Company.
- 10.1.6 Where an employee for no good reason fails to return items of issued clothing, the employer may deduct an amount of \$45 from the employee's termination pay.
- 10.1.7 Notwithstanding the provisions of clause 10.1, the supply of uniforms may be amended by agreement with the Union to suit the needs of the particular establishment.

## **10.2 Accident and sickness**

Where employees are injured seriously or fall seriously ill at their work, the employer shall provide means of getting them to the nearest hospital.

## **10.3 First aid**

Adequate first aid facilities shall be maintained by the employer in accordance with the requirements of the *Workplace Health and Safety Act 1995*.

# **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 Trade union training leave**

11.3.1 The accredited employee representative at each site shall be eligible to up to 5 days' leave per year on ordinary time pay for the purpose of attending an accredited course conducted by the Union.

11.3.2 The granting of such leave shall be subject to the convenience of the employer and so that the operations of the employer will not be unduly affected.

11.3.3 Leave taken pursuant to clause 11.3 shall be counted as continuous service for all purposes of the Award.

11.3.4 No employer shall be required to pay for more than 5 days' leave in any one calendar year.

### **11.4 Award posting**

A true copy of this Award shall be exhibited in a conspicuous and convenient place on the premises of the employer so as to be easily read by employees.

### **11.5 Union encouragement**

Clause 11.5 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

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 the employee.

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

#### *11.5.1 Union delegates*

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

#### *11.5.2 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.

Dated 8 April 2003.

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

Operative Date: 2 June 2003