

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

TRANSPORT, DISTRIBUTION AND COURIER INDUSTRY AWARD - SOUTHERN DIVISION 2003

Pursuant to s. 698 of the *Industrial Relations Act 1999*, the Transport, Distribution and Courier Industry Award - Southern Division 2003 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Transport, Distribution and Courier Industry Award - Southern Division 2003 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill
Industrial Registrar

TRANSPORT, DISTRIBUTION AND COURIER INDUSTRY AWARD - SOUTHERN DIVISION 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Transport, Distribution and Courier Industry Award - Southern Division 2003.

1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 1 December 2003.

1.4 Award coverage

1.4.1 This Award applies to the employees classified in clause 5.1 engaged in or in connection with the transport of goods, wares, merchandise, material or anything whatsoever whether in its raw state or natural state, wholly or partly manufactured state or of a solid or liquid or gaseous nature or otherwise, and/or livestock.

1.4.2 This Award does not apply to the following:

- (a) Teamsters engaged in hauling log timber from forest to mills and railways.
- (b) Employees of milk carters and mail contractors.
- (c) Drayperson and lorryperson owning their own turnouts employed by the Brisbane City Council.
- (d) Employees engaged under the following:
 - Quarry, Crushed Stone, Sand and Gravel Industry Award - State 2003
 - Cement Industry Award - State 2003
 - Other Awards or Industrial Agreements
 - Civil Construction, Operations and Maintenance General Award - State 2003
 - Gas Industry Award - State 2003
 - Lifeline Community Care Queensland Enterprise Award - State 2005.

1.5 Area of operation

For the purposes of this Award, the Southern Division and Districts will be as follows:

- 1.5.1 *Southern Division* - That part of the State south of a line commencing at the junction of the sea-coast with 22 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude west to the western border of the State.
- 1.5.2 *Eastern District* - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.
- 1.5.3 *Western District* - The remainder of the Southern Division.

1.6 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.4 and their employers, and the Transport Workers' Union of Australia, Union of Employees (Queensland Branch) and its members.

1.7 Definitions

- 1.7.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.7.2 "Aerodrome Attendant" means an employee employed driving and/or operating any aviation refuelling or servicing unit or equipment or hydrant dispensing system at an aerodrome and in work in connection with such refuelling operations.
- 1.7.3 "Articulated Vehicle" means a vehicle with 3 or more axles, comprising a power unit (called "tractor truck", "prime mover", etc.) and semi-trailer which is superimposed on the power unit, and coupled together by means of a king pin revolving on a turntable and is articulated whether automatically detachable or permanently coupled.
- 1.7.4 "Carrying Capacity" means the capacity claimed by the makers or agents in their catalogues or price lists.

Where the makers or agents' catalogues or price lists are not available the capacity will be that registered under *The Main Roads Acts, 1920-1985*.
- 1.7.5 "Commission" means the Queensland Industrial Relations Commission.
- 1.7.6 "Gross Vehicle Mass" means:

- (a) in the case of an articulated truck or heavy Trailer combination the maximum permissible mass whether described as the gross train mass or otherwise) for the motor vehicle and the Trailer/s or semi-Trailer/s attached to it, together with the load carried on each, as stated in any certificate of registration or other certificate that is issued in respect of the motor vehicle by the relevant Authority or by the corresponding authority of another State or Territory or that is required by law to be painted or displayed on the motor vehicle; and
- (b) in any other case the maximum permissible mass (whether described as the Gross Vehicle Mass or otherwise) for the motor vehicle and its load (but excluding any Trailer and its load) as stated in a certificate

or registration or other certificate that is issued in respect of the motor vehicle by the relevant authority or by the corresponding authority or another State or Territory or that is required by law to be painted or displayed on the motor vehicle.

- 1.7.7 "Jinker" means a vehicle with a fore-carriage and a bow axle under which a load is slung.
- 1.7.8 "Loader" means all employees engaged exclusively in loading or unloading any goods, wares, merchandise, or material on to or from any vehicle.
- 1.7.9 "Low Loader Articulated Vehicle" means a vehicle consisting of a tandem drive prime mover and a gooseneck semi-Trailer (not being a drop deck semi-Trailer) with the loading area of the semi-Trailer a maximum of one metre off the ground. The prime mover and gooseneck semi-Trailer being designed and manufactured and plated to operate at the required mass limited.
- 1.7.10 "Motor Driver's Assistant" - means any employee who accompanies the driver to assist in loading, unloading, or delivering.
- 1.7.11 "Senior Aerodrome Attendant" means an employee appointed as such by the employer but not less than on per shift.
- 1.7.12 "Trailer" means any vehicle or conveyance on wheels attached to and drawn by a motor. For the purpose of this Award, any vehicle or conveyance used for the carriage of any goods, wares, merchandise, or material, and used as a Trailer, will be deemed to form part of the vehicle to which it is attached, and the driver of the last-mentioned vehicle will be deemed to be also the driver of such Trailer.
- 1.7.13 "Truck Loading Crane" means a crane which is mounted on a truck or Trailer and which is used for the purpose of loading or unloading loads on to or from the truck or Trailer on which the crane is mounted.
- 1.7.14 "Union" means the Transport Workers' Union of Australia, Union of Employees (Queensland Branch).

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedure

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

- 3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee

may proceed directly to the process outlined at clause 3.1.5.

- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

4.1 Employment categories

4.1.1 Employees (other than casual employees) covered by this Award shall be advised in writing of their employment category upon appointment. Employment categories are:

- (a) Full-time;
- (b) Part-time (as prescribed in clause 4.2); and
- (c) Casual (as prescribed in clause 4.3).

4.2 Part-time employment

4.2.1 A part-time employee is an employee who:

- (a) is employed for not less than 7.6 hours per week and for not more than 32 ordinary hours per week; and
- (b) has reasonably predictable hours of work; and
- (c) receives, on a *pro rata* basis, equivalent pay and conditions to those of full-time employees covered by this Award.

4.2.2 At the time of engagement, the employer and the employee will agree in writing on the pattern of work required, including specifying the number of ordinary hours per week, the days on which the work is to be performed and the usual daily starting and finishing times.

4.2.3 Any variation to the normal starting and ceasing times will be in accordance with methods of altering the ordinary hours of work for full-time employees in clause 6.1.5 or a lesser period as mutually agreed.

4.2.4 The agreed number of ordinary hours per week will not be varied without the consent of the employee. Any such agreed variation to the number of weekly hours of work will be recorded in writing.

4.2.5 An employer is required to roster a part-time employee for a minimum of 2 consecutive hours on any one day.

4.2.6 All time worked outside the spread of ordinary working hours as provided for in clause 6.1 and all time worked

in excess of the hours as mutually arranged in clause 4.2.1 or 4.2.2 will be overtime and paid for at the rates prescribed in clause 6.6 (Overtime).

- 4.2.7 A part-time employee employed under the provisions of clause 4.2 must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.
- 4.2.8 Where a public holiday falls on a day upon which an employee is normally employed, that employee will be paid the appropriate rate for the number of hours normally worked on that day.
- 4.2.9 Where an employee and their employer agree in writing, part-time employment may be converted to full-time, and vice-versa. If such an employee transfers from full-time to part-time (or vice-versa), all accrued Award and legislative entitlements will be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.
- 4.2.10 All other provisions of the Award relevant to weekly employees will apply to part-time employees.

4.3 Casual employment

- 4.3.1 A casual employee is an employee who works less than 38 ordinary hours per week. Casual employees are not entitled to annual leave or sick leave but are entitled to long service leave calculated in accordance with clause 7.3.
- 4.3.2 A casual employee will be paid a minimum of 2 hours for each engagement.
- 4.3.3 An employer will notify a casual hand the previous day if the employee's services are not required for the following day, and if such notice is not given, a casual hand will be entitled to 2 hours' payment in lieu of such notice.
- 4.3.4 The ordinary hours of work for a casual will be in accordance with clause 6.1.
- 4.3.5 Notwithstanding the above, with regard to replacement of permanent employees on leave, casual employees may be engaged to relieve on the basis of 38 hours per week over the normal spread of hours of the permanent employee relieved, with a maximum of 4 weeks in any one instance:

Provided that in circumstances where relief periods of 4 weeks are continuous, the employer will notify the Union prior to the commencement of the second relief period.

- 4.3.6 Where a casual employee after completing an initial engagement is called on to work a subsequent engagement on any one day, after a span of 8 continuous hours from the commencement time of the initial engagement, then all work performed outside of such span will be paid at overtime rates.
- 4.3.7 The hourly rate of pay for casual employees will be ascertained by dividing the appropriate weekly minimum Award rate for employees of the same class by 38, adding a loading of 23% thereafter, and then adding the appropriate divisional and district parity converted to an hourly basis.

4.4 Employees to work as directed

- 4.4.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training consistent with the classification structure of this Award:

Provided that such duties are not designed to promote de-skilling.

- 4.4.2 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.

- 4.4.3 Any direction issued by an employer pursuant to clauses 4.4.1 and 4.4.2 will be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.5 Work in higher classification

An employee who performs the work of an employee in a higher classification level for more than 4 hours per day will receive the wage rate prescribed for the higher classification level for the whole day:

Provided further clause 4.5 will not apply where the work is being performed solely for the purpose of training in accordance with clause 9.1.

4.6 Anti-discrimination

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

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

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

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

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

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
- (b) an employee, employer or registered 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 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.

4.7.3 *Notice of termination by employee*

The notice of termination required to be given by weekly employees 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 4.7.2(d) for a period of notice of one week.

4.7.4 Should any employee whose engagement has exceeded 2 months be discharged or dismissed from employment, other than on account of dishonesty, disobedience, or drunkenness within 14 days of Christmas Day, the employee shall be paid for Christmas Day, Boxing Day and New Year's Day at ordinary rates, and if so dismissed within 14 days of Good Friday, the employee shall be paid for Good Friday and Easter Monday at ordinary rates.

4.7.5 Annual leave will not be used to provide the notice prescribed in clauses 4.7.2 and 4.7.3 unless mutually agreed.

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 alternative 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 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.

4.9.2 *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 (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 4.9.3, '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 Wages

5.1.1 The rates will apply to all work covered by the Award with the exception to the work as defined in clauses 5.1.2 and 5.1.3 and Schedule 4 of the Award.

	Award Rate Per Week \$ (Note 1)
GRADE 1 General Hand, Greaser, Cleaner employed by a General Carrier, Yardperson, Vehicle Washer and Detailer employed by a General Carrier. Motor Driver's Assistant. Furniture Removers' Assistant. Loader - other than freight forwarder. Courier - on foot or bicycle.	602.00
GRADE 2 Loader - Freight Forwarder. Tow Motor Driver employed by a General Carrier. Driving a vehicle not exceeding 4.5t GVM (Gross Vehicle Mass) and drivers of sedans, station wagons, motor cycles and other vehicles not mentioned elsewhere in this clause which do not have a GVM stated in a certificate of registration (including driver of a pilot vehicle.)	617.30
GRADE 3 Driver of a forklift up to and including 5 tonnes lifting capacity employed by a General Carrier. Driving a 2 axle rigid vehicle or any other rigid vehicle exceeding 4.5 tonnes GVM, but not exceeding 13.9 tonnes GVM (unless by special permit or	625.00

registration such vehicle may be up to 15 tonnes GVM). Driving a concrete mixer up to and including 2 cubic metre bowl.

GRADE 4	636.50
Driving a 3 axle rigid vehicle exceeding 13.9 tonnes GVM. Driver Oil tractor employed by a General Carrier. Radio Operator employed by a General Carrier. Driving forklift with lifting capacity in excess of 5 tonnes and up to and including 10 tonnes lifting capacity employed by a General Carrier. Weigh-bridge attendant employed by a General Carrier. Crane Chaser employed by a General Carrier. Driving a Straddle Truck (this classification will not apply to straddle trucks used in carting timber within a radius of half a kilometre from the employers premises). Driver of a Concrete Mixer Truck over 2 cubic metre bowl and up to 4.9 cubic metre bowl. Armoured Car Escort. Driver of a 2 axle rigid vehicle greater than 13.9 tonne GVM.	
GRADE 5	644.10
Driving a forklift with lifting capacity in excess of 10 tonnes and up to 34 tonnes employed by a General Carrier. Driving a rigid vehicle with 4 or more axles and a GVM exceeding 13.9 tonnes. Driving a rigid vehicle and heavy Trailer combination with 3 axles and a GCM of 22.4 tonnes or less. Driving an Articulated Vehicle with 3 axles and a GCM of 22.4 tonnes or less. Driving a concrete Mixer Truck with 5 cubic metre bowl and over. Armoured Car Drivers.	
GRADE 6	651.80
Driving a Rigid truck and heavy Trailer combination with more than 3 axles and a GCM greater than 22.4 tonnes. Driving a Mobile crane lifting up to and including 25 tonnes employed by a General Carrier. Driving an Articulated Vehicle with more than 3 axles and a GCM greater than 22.4 tonnes. Driving a Low Loader (as defined) with a GCM up to and including 43 tonnes. Driving a forklift with a lifting capacity over 34 tonnes employed by a General Carrier.	
GRADE 7	661.50
Driving a Double Articulated Vehicle up to and including 53.4 tonnes GCM - including B-Doubles. Driving a Low Loader (as defined) with a GCM exceeding 43 tonnes. When driving a Low Loader for each additional tonne over 43 tonnes GCM an extra \$1.32 (as part of the weekly rate for all purposes) will be payable. Provided that no load will exceed the limit prescribed by or under any State or Territory Act.	
GRADE 8A	680.50
Driving a mobile crane with a lifting capacity between 25 tonnes and 50 tonnes employed by a General Carrier. Driving a Rigid vehicle and Trailer(s) or double Articulated Vehicle exceeding 53.4 tonnes GCM including B-Doubles not exceeding 94 tonnes GCM - capacity over 35 tonnes.	
GRADE 8B	684.50
Driving multi-axle platform trailing equipment with a Carrying Capacity over 50 tonnes up to 70 tonnes capacity.	
GRADE 9	692.00
Driving a mobile crane with a lifting capacity in excess of 50 tonnes employed by a General Carrier. Driving a Gantry Crane. Driving a rigid vehicle with Trailer combinations or Articulated Vehicle with Trailer combinations exceeding 94 tonnes GCM.	
GRADE 10	709.10
Driving Multi-axle platform trailing equipment with a Carrying Capacity in excess of 70 tonnes and up to and including 100 tonnes.	

- (a) For each additional 10 tonnes or part thereof in excess of 100 tonnes an extra \$13.42 (as part of the weekly wage rate for all purposes) up to 150 tonnes will be payable.
- (b) For each additional 10 tonnes or part thereof in excess of 150 tonnes an extra \$12.77 (as part of the weekly wage rate for all purposes) up to 200 tonnes will be payable.
- (c) For work performed in excess of 200 tonnes and up to 300 tonnes an additional payment of \$12.50 per day (as part of the weekly wage rate for all purposes) to be added to the 200 tonnes rate.

Note 1: The Award Rate includes wage increases and adjustments arising from State Wage Case decisions colloquially referred to as: 2nd Tier Adjustment; 1st (2 parts) and 2nd Structural Efficiency Adjustments; and the first, second and third \$8.00 Safety Net Adjustments.

Note 2: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

5.1.2 Aerodrome servicing

The following wage rates shall apply to employees engaged in aerodrome servicing:

	Base Rate	Award Rate Per Week			
		6 months to 2 years of service	2 years to 3 years of service	3 years to 5 years of service	Over 5 years of service
	\$	\$	\$	\$	\$
(a) Aerodrome Attendant	721.70	727.80	733.40	739.30	744.70
(b) Senior Aerodrome Attendant	762.90	768.50	774.30	780.20	792.00

5.1.3 Oil agents and contractors

The following rates shall apply to employees engaged in the cartage or distribution of petroleum products from refineries terminals or depots of oil companies or agents of such oil companies:

Classification/Grading	Base Rate	Award Rate Per Week			
		6 months to 2 years	2 years to 3 years	3 years to 5 years	Over 5 years
	\$	\$	\$	\$	\$
Employees driving a motor vehicle with a combined weight of vehicle and maximum load of:					
(a) Rigid Vehicle					
Under 10t	706.70	710.10	715.80	721.80	728.00
10t and under 13t	708.80	714.20	719.70	725.50	731.40
13t and under 19t	712.50	718.40	723.60	729.50	735.20
19t and under 25t	718.80	724.40	729.90	735.50	741.60
25t and under 31t	724.50	730.10	735.60	741.20	747.30
31t and under 37t	730.20	735.80	741.30	746.90	753.00
37t and under 43t	735.90	741.50	747.00	752.60	758.70

For each additional 6t - \$8.50 per week extra.

(b) Rigid vehicle fitted with tandem drive or lazy axle or dual steer vehicle without power steering					
Under 10t	706.30	709.70	715.30	721.40	727.10
10t and under 13t	708.20	713.80	719.20	725.10	731.00

13t and under 19t	711.90	718.00	723.20	729.10	734.70
19t and under 25t	718.40	724.00	729.50	735.10	741.00
25t and under 31t	724.50	730.10	735.50	741.60	747.30
31t and under 37t	731.00	736.60	742.20	748.10	753.70
37t and under 43t	742.90	748.50	754.00	757.60	765.60

Thereafter, for each additional 6t or part thereof - \$8.50 per week extra.

(c) Articulated Vehicle					
Under 10t	708.00	714.70	719.10	725.00	730.70
10t and under 13t	711.70	717.60	723.30	729.00	734.80
13t and under 19t	715.80	721.30	727.00	732.80	738.50
19t and under 25t	722.20	727.80	733.40	739.30	744.70
25t and under 31t	728.60	734.30	739.70	745.50	751.10
31t and under 37t	740.10	745.50	751.10	757.00	762.90
37t and under 43t	746.40	752.10	757.90	763.50	769.00

Thereafter, for each additional 6t or part thereof - \$8.50 per week extra.

5.1.4 Long distance work

Where a full-time, permanent part-time or casual employee is regularly employed for the specific purpose of regular long distance work, that is to perform driving work on return trips in excess of 500 road kilometres in distance, then the employee may be paid according to the kilometre rate system for the appropriate classification as set out in Schedule 3 of the Award rather than on wages and overtime, provided that:

- The employee shall receive as a minimum weekly payment that wage rate prescribed for the appropriate classification in clause 5.1, and in addition thereto 30%.
- The employee shall be paid for any time worked loading or unloading a vehicle as set out in Schedule 3.
- No employee shall lose income as a result of changing their system of payment from wages and overtime rates (as per clauses 5.1 and 6.8 respectively) to the kilometre rate system as set out in Schedule 3.
- The Union will apply to the Commission for adjustment to the kilometre rates provided in Schedule 3 to ensure that the rates remain equal to the kilometre rates provided for in the *Transport Workers (Long Distance Drivers) Award 2000* (as amended, or any award succeeding or replacing that Award) and that such an application shall be grounded and validated in its purpose of maintaining the nexus between this Award and the *Transport Workers (Long Distance Drivers) Award 2000* (as amended or replaced)

5.1.5 Junior rates

- Bicycle couriers

The minimum weekly wages payable to junior bicycle couriers will be calculated as follows:

	Percentage of Grade 1 %
15 and under 16 years	65
16 and under 17 years	75
17 and under 18 years	85

- Employees other than bicycle couriers

	Percentage of Grade 2 %
16 and under 17 years	45
17 and under 18 years	55
18 and under 19 years	65

- Where a junior employee aged 18 years or more is required to drive another vehicle and is in sole charge thereof, the junior will be paid the adult rate assigned to the class of driving that the junior is required to perform.

5.2 Allowances

5.2.1 *Station and livestock couriers*

Employees engaged in carrying wool or requirements for stations or selections will be paid the wages prescribed by clause 5.1.

An employee who is a recognised livestock carter carting livestock (horses, cattle, sheep or pigs) will be paid \$15.00 per week in addition to the wages prescribed by clause 5.1.

5.2.2 *Aerodrome servicing*

An Aerodrome Attendant or Senior Aerodrome Attendant who works in the vicinity of porters loading and/or unloading cargo into, or out of the lockers of Boeing 727-100 and/or 200 series aircraft, will be paid an allowance of \$3.27 per shift or part thereof:

Provided that the said allowance will not be paid to any employee more than once on any one day.

5.2.3 *Furniture handling*

Employees engaged in handling, carting, or delivering any article of household, office, or school furniture or white goods, which are completely manufactured and ready for use, and will include furniture being transported from manufacturer to a retail store; unless such furniture is crated or carbonised will be paid \$2.92 per day in addition to the wages prescribed in clause 5.1.

5.2.4 *Heavy machinery and/or transformers*

Employees engaged in carting and/or handling heavy machinery and/or transformers which are loaded on to vehicles by means other than cranes, will be paid \$7.10 per week extra.

5.2.5 *Height money*

When an employee is called upon to ascend a height in excess of 12.192 m above the nearest horizontal plane in connection with the employee's work, the employee will be paid \$1.35 per day extra. When the employee ascends a height in excess of 18.288m above the nearest horizontal plane in connection with the employee's work the employee will be paid \$2.33 per day extra.

5.2.6 *Drivers handling money*

Employees who are required to handle money will be paid the following rates in addition to the rates set out in clause 5.1:

	Per week \$
For any amount handled:	
Up to \$20	1.00
Over \$20 but not exceeding \$200	3.20
Over \$200 but not exceeding \$600	5.10
Over \$600 but not exceeding \$1,000	7.80
Over \$1,000 but not exceeding \$1,200	10.60
Over \$1,200 but not exceeding \$1,600	11.90
Over \$1,600 but not exceeding \$2,000	13.50
Over \$2,000	16.00

5.2.7 *Extra payments for handling certain materials*

Employees who are engaged in carting and/or handling materials or goods such as cement, lime, bone-dust, bones, glue pieces, green bacon, bagged asbestos, bagged plaster offal, fertiliser, sawdust in bulk, sheepskins (wet or green), and ochre, manganese ore, soda ash, sulphur or any acids liable to contact and affect clothing or the skin, manures, green or wet hides, bagged or otherwise, tallow in leaking casks or containers, coal, coke, bituminous materials, tar or tarred goods, or freshly painted materials will be paid \$3.51 per day extra in addition to their ordinary wages.

Clause 5.2.7 will not apply to the delivery of the above goods under 0.0508t.

Employees who are engaged on any day or portion thereof in carting and/or handling carbon black will be paid \$4.41 per day extra in addition to their ordinary wage when carbon black is packed in bags and/or cases.

Employees who are engaged on any day or portion thereof carting and/or handling duboisia leaf will be provided with protective goggles and gloves.

5.2.8 *Wet batteries*

Employees required to cart and/or handle wet batteries, the acid from which is liable to contact and affect the clothing or the skin of such employees, will be paid \$3.51 per day in addition to their ordinary wages.

Where adequate safeguards to protect the clothing of the employee are provided or where the relevant clothing is supplied by the employer such payment need not be made.

5.2.9 Any employee required to operate a truck crane or straddle unloader will be paid \$2.85 per day in addition to the rates prescribed in clause 5.1.

5.2.10 *First-aid*

First-aid kits in suitable and secure cases will be provided at a central position on the premises so as to be at all times readily available for the use of employees.

Where an employer appoints an employee who holds an appropriate first-aid certificate as a first-aid attendant an additional \$13.20 per week in which an employee works 3 days or more will be paid to such employee.

5.2.11 *Quarry allowance*

Truck drivers employed in quarries will be paid an allowance at the rate of \$24.60 per week to compensate for disabilities associated with working in quarries, which will be treated as part of the ordinary weekly wage for the purpose of this Award.

This allowance will also apply to employees working at crushing plants, screening plants and similar plants and will also apply to employees working in gravel pits where such plants are in operation:

Provided that the allowance will not apply if the plants are operated in a wet process method or other method that prevents the occurrence of a dust nuisance.

5.2.12 *District allowance*

All employees engaged in the Western District as defined will received \$1.05 per week in addition to the rates prescribed in clause 5.1.

5.2.13 *Work in the rain*

Suitable clothing will be supplied by the employer to employees who are required to work in the rain:

Provided that if such an employee while using such clothing nevertheless gets the employee's clothes wet the employee will be paid double rates for all work so performed and such payment will continue until the employee is able to change into dry clothing or until the employee ceases work whichever is the earlier.

Clause 5.2.13 will not apply to drivers and their assistants whose rates of pay are set out in Schedule 1 clause 2 and who receive wet pay allowance in addition to their ordinary wage rate.

5.3 Payment of wages

Except where otherwise mutually agreed between the employer and the majority of employees payment of wages shall be made in cash or by electronic funds transfer, either weekly or fortnightly.

5.4 Superannuation

5.4.1 *Application*

In addition to the rates of pay prescribed by this Award, eligible employees (as defined in clause 5.4.3(b)) shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.4.

5.4.2 *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) Regular payment - The employer shall pay such contributions to the credit of each eligible employee at least once each calendar month or in accordance with the requirements of the approved fund trust deed.
- (c) Minimum level of earnings - As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employee's ordinary time earnings, as defined, is less than \$450.00.
- (d) Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.
- (e) Other contributions - Nothing in clause 5.4 shall preclude an employee from making contributions to a fund in accordance with the provisions of the trust deed of the fund.
- (f) Cessation of contributions - An employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.
- (g) No other deductions - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund other than the remission of contributions as prescribed in clause 5.4.

5.4.3 Definitions

- (a) "Approved fund" means a fund (as defined in clause 5.4.3(c)) approved for the purposes of clause 5.4 by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by clause 5.4. Such approved fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible employee" means any employee who has been employed by the employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 5.4.2 effective from the commencement of that qualifying period.
- (c) "Fund" means a superannuation fund satisfying the Commonwealth legislation for occupational superannuation funds and satisfying the superannuation fund conditions in relation to a year of income, as specified in the relevant Act and complying with the operating standards as prescribed by Regulations made under the relevant Act. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- (d) "Ordinary time earnings" for the purposes of clause 5.4 means the actual ordinary time rate of pay the employee receives for ordinary hours of work including shift loading, skill allowances and leading hand allowances, where applicable. The term includes any over-award payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

5.4.4 For the purposes of this Award, an approved fund means -

- (a) Sunsuper.
- (b) TWU Superannuation.
- (c) Any named fund as is agreed to between the relevant employer/Union parties to this Award and as recorded in an approved Industrial Agreement.
- (d) In the case of a minority group of employees of a particular employer, any industry, multi-industry or other fund which has been approved in an award or an agreement approved by an Industrial Tribunal whether State or Federal jurisdiction which has already had practical application to the majority of award employees of that employer.
- (e) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an employer who also belongs to that fellowship, any fund nominated by the employer and approved by the Brethren.
- (f) Any fund agreed between an employer and an employee who holds a Certificate issued pursuant to section

115 of the Act where membership of a fund cited in an award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.

- (g) In relation to any particular employer, any other established fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.4.2 on behalf of at least a significant number of that employer's employees covered by this Award as at 29 September 1989 and continues to make such contribution.
- (h) 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 3.1.

5.4.5 *Challenge of a fund*

- (a) An eligible employee being a member or a potential member of a fund, as well as the Union, may by notification of a dispute to the Commission challenge a fund on the grounds that it does not meet the requirements of clause 5.4.
- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.4, the Commission may in its discretion and subject to any recommendation, direction or order it may make, recognise any or all of the contributions previously made to that fund as having met the requirements or part thereof of clause 5.4.2 up to and including the date of that determination.
- (c) In the event of any dispute over whether any fund complies with the requirements of clause 5.4, the onus of proof shall rest upon the employer.

5.4.6 *Fund selection*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clauses 5.4.4(d), (e), (f), (g) and (h) shall be determined by a majority decision of employees.
- (b) Employees who are members of an established fund covered by clause 5.4.4(g) shall have the right by majority decision to choose to have the contributions specified in clause 5.4.2 paid into a fund as provided for elsewhere in clause 5.4.4 in lieu of the established fund to which clause 5.4.4(g) has application.
- (c) The initial selection of a fund recognised in clause 5.4.4 shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under that clause where the long term performance of the fund is clearly disappointing.
- (d) Where this provision has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation of this provision.

5.4.7 *Enrolment*

- (a) Each employer to whom clause 5.4 applies shall as soon as practicable as to both current and future eligible employees:
 - (i) Notify each employee of the employee's entitlement to occupational superannuation;
 - (ii) Consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 5.4.4;
 - (iii) Take all reasonable steps to ensure that upon the determination of an appropriate fund, each eligible employee receives, completes, signs and returns the necessary application form/s provided by the employer, to enable that employee to become a member of the fund; and

- (iv) Submit completed application form/s and any other relevant material to the trustees of the fund.
- (b) Each employee upon becoming eligible to become a member of a fund determined in accordance with clause 5.4 shall:
- (i) complete and sign the necessary application form/s to enable that employee to become a member of that fund; and
 - (ii) return such form/s to the employer within 28 days of receipt of the application form/s in order to be entitled to the benefit of the contributions prescribed in clause 5.4.2.
- (c) Where an employer has complied with the requirements of clause 5.4.7(a) and an eligible employee fails to complete, sign and return the application form/s within 28 days of the receipt by the employer of that form/s, then that employer shall:
- (i) Advise the eligible employee in writing of the non-receipt of the application form/s and further advise the eligible employee that continuing failure to complete, sign and return such form/s within 14 days could jeopardise the employee's entitlement to the occupational superannuation benefit prescribed by clause 5.4.
 - (ii) In the event that the eligible employee fails to complete, sign and return such application form/s within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which the completed and signed application form/s is received by the employer.
 - (iii) In the event that the eligible employee fails to return a completed and signed application form/s within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form/s is a pre-requisite to the payment of any occupational superannuation contributions.
 - (iv) At the same time as advising the eligible employee pursuant to clause 5.4.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the Union a copy of each letter forwarded by the employer to the eligible employee pursuant to clauses 5.4.7(c)(i) and 5.4.7(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form/s in accordance with clause 5.4.7(a)(iii) the employer shall be obliged to make contributions as from the date the employee became an eligible employee provided that the eligible employee completes, signs and returns to the employer an application form/s within 28 days of being provided with the application form/s by the employer. Where the eligible employee fails to complete, sign and return an application form/s within such period of 28 days the provisions of clause 5.4.7(c) shall apply.

5.4.8 *Unpaid contributions*

Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.4.5, where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.4.2 in respect of any eligible employee such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission under clause 5.4.5, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.4 excepting that resort to clause 5.4.8 shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

5.4.9 *Exemptions*

An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.4 in the following circumstances:

- (a) Incapacity to pay the costs associated with its implementation; or
- (b) Any special or compelling circumstances peculiar to the business of the employer.

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

6.1 Hours of work

6.1.1 Subject to clause 6.2 (Working of a 38 hour week) and subject to the exceptions hereinafter provided, the ordinary hours of work will be an average of 38 per week, to be worked in one of the following ways:

- (i) 38 hours within a work cycle not exceeding 7 consecutive days; or
- (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (iv) 152 hours within a work cycle not exceeding 28 consecutive days.

6.1.2 The ordinary hours of work prescribed may be worked on not more than 5 consecutive days in a week, Monday to Sunday inclusive, subject to the following:

- (a) Ordinary hours worked on a Saturday will be paid at time and a half for the first 4 hours and double time thereafter.
- (b) Ordinary hours worked on a Sunday will be paid at double time.

6.1.3 Any arrangement of hours which includes a Saturday or Sunday as ordinary hours will be subject to agreement between the employer and the majority of employees concerned.

6.1.4 The ordinary hours of work prescribed for day workers will be worked continuously, except for meal breaks between 5.30 a.m. and 6.30 p.m:

Provided further that work done outside the hours of 5.30 a.m. to 6.30 p.m. will be paid at overtime rates and will be deemed to be part of the ordinary hours of work for the purposes of clause 6.1.4.

6.1.5 The commencing time within the spread of hours may be altered by the employer giving at least 7 days' notice to employees:

Provided the ordinary starting and finishing times of various groups of employees or individual employees maybe altered or staggered subject to agreement of the employer and the majority of employees.

6.1.6 The ordinary hours of work prescribed will not exceed 10 hours on any day:

Provided that where the ordinary working hours are to exceed 8 on any day the arrangement of hours will be subject to the agreement of the employer and the majority of employees involved.

6.2 Working of a 38 hour week

6.2.1 The 38 hour week will be implemented on one of the following basis, most suitable to the particular employer, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:

- (a) by employees working less than 8 ordinary hours each day; or
- (b) by employees working less than 8 ordinary hours on one or more days each work cycle; or
- (c) by fixing one or more work days on which all employees will be off during a particular work cycle; or
- (d) 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.

6.2.2 Subject to the provisions of clause 6.1.6, 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.

6.2.3 Notwithstanding any other provision in clause 6.2, where the arrangement of ordinary hours of work provides 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 an agreement has been reached, the accrued rostered days off will be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off will not be unreasonably withheld by either party.

6.2.4 When the ordinary work cycle provides for a rostered day off, the rostered day off will not fall on a public holiday, but will be on the ordinary working day immediately before or immediately after the public holiday, or deferred in accordance with clause 6.2.3.

6.2.5 Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in the organisation concerned.

6.3 38 Hour week - Procedures for enterprise level discussions

- 6.3.1 The employer and all employees concerned in each enterprise will consult over the most appropriate means of working a 38 hour week.
- 6.3.2 The objective of such consultation is to reach agreement on the method of working the 38 hour week in accordance with clause 6.1.
- 6.3.3 The outcome of such consultation must be recorded in writing.
- 6.3.4 In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their Union or employer organisation.
- 6.3.5 Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer has the right to make the final determination as to the method by which the 38 hour week is to be worked from time to time.
- 6.3.6 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 provisions of clause 6.1.

6.4 Method of payment for ordinary hours of work

- 6.4.1 Ordinary hours for all employees (excluding part-time employees and casuals), will be paid on the basis of not more than 38 per week, on an averaged basis according to the work cycle, notwithstanding that in excess of 38 ordinary hours may be worked to maximise leisure time off in accordance with clause 6.1 and 6.2.

6.5 Aerodrome servicing

The ordinary hours of work for employees engaged in aerodrome servicing will be 35 per week.

The ordinary hours are to be worked between 7.00 a.m. and 5.30 p.m. on Monday to Friday inclusive, and will not exceed 7 hours on any one day:

Provided that the spread of hours or daily hours prescribed may be altered as to all or a section of the employees by mutual agreement between an employer and the Union.

Employees employed by retail traders, grocers (including grocers holding wine and spirit licences), beverages distributors supplying retail outlets, ice-cream vendors and manufacturers

All employees engaged by retail traders, grocers (including grocers holding wine and spirit licences), beverages distributors supplying retail outlets, ice-cream vendors and manufacturers for ordinary hours of work on a Saturday will be paid a loading of 25% in addition to ordinary rates in lieu of rates prescribed elsewhere in this Award.

6.7 Shift work

- 6.7.1 Employees covered by this Award may be required to perform shift work under and in accordance with the provisions of clause 6.7.
- 6.7.2 The ordinary working hours of shift workers will not exceed that prescribed in clause 6.1 to be worked according to a roster agreed upon between the employer and the majority of the employees concerned.
- 6.7.3 Shift workers will be allowed 30 minutes for crib during each shift of 8 hours to be taken by the employee at such time and in such manner as will not interfere with the continuity of work. Such crib will be regarded as part of the employees ordinary working time.
- 6.7.4 Where a change is made from day work to shift work reasonable notice of at least 48 hours will be given to the employee concerned before the provisions of clause 6.7 will be applicable.
- 6.7.5 Where continuous shift work is performed one and a-half times the ordinary rate will be paid from midnight Friday to midnight Sunday.
- 6.7.6 *Shift allowance*

All afternoon and night shift workers will be paid \$9.70 per shift in addition to the rates prescribed herein. This extra shift will not apply to shift work performed on Saturdays and Sundays where extra payments apply to 2-shift or continuous workers.

6.8 Overtime

6.8.1 All time worked by employees outside the starting and ceasing times or in excess of the daily or weekly hours of day workers set out in clause 6.1, or outside the rostered hours or in excess of the daily or weekly hours of shift workers as prescribed in clause 6.7, will be deemed overtime.

6.8.2 All overtime worked by day workers will be paid for at the rate of time and a-half for the first 3 hours, after which double time will be paid until the ordinary starting time next morning.

6.8.3 All overtime worked by shift workers will be paid for at the rate of double time.

6.8.4 Call back

An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) will be paid for a minimum of 2 hours' work at the appropriate rate for each time the employee is so recalled:

Provided that, except in the case of unforeseen circumstances arising the employee will not be required to work the full 2 hours if the job the employee was recalled to perform is completed within a shorter period. Clause 6.8.4 will not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside the employee's ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

6.8.5 All time worked on Sundays by employees on other than shift work will be paid for at the rate of double time with a minimum of 4 hours' work or 4 hours' pay at the rate of double time.

6.8.6 Rest period after overtime

(a) Subject to the provisions of the *Transport Operations (Road Use Management) Act 1995*, when overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

(b) An employee (other than a casual employee) who works so much overtime between the termination of the 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 at least 10 consecutive hours off duty between those times, will, subject to clause 6.8.6, 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.

(c) 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 will be paid at double rates until the employee is released from duty for such period, and the employee will 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.

6.8.7 Overtime worked in the circumstances specified in clause 6.8.4 will not be regarded as overtime for the purposes of clause 6.8.6 where the actual time worked is less than 2 hours on such recall or on each of such recalls.

6.8.8 Where the ordinary working week of any employee under this part of this Award is worked on Monday to Friday and such employee is called upon to work on Saturday the employee will be paid for at least 2 hours at overtime rates as expressed in clause 6.8.2.

6.9 Rest pauses

6.9.1 Weekly employees and casual employees who work a minimum of 8 consecutive ordinary hours on any one day will received a rest pause of 10 minutes' duration in the first half and the second half of each day's work. Such rest pauses will be taken at times to suit the convenience of the employer and so as not to interfere with continuity of work where continuity is necessary.

6.9.2 Casual and part-time employees who work a minimum of 4 consecutive ordinary hours but less than 8 consecutive ordinary hours on any one day will receive a rest pause of 10 minutes' duration.

6.9.3 The rest pauses prescribed in clause 6.9.1 may be combined into one 20 minute break. Where rest pauses are combined the working day will be divided into 3 approximately equal periods of work.

6.9.4 Rest pauses will be taken in the employer's time.

6.10 Meal times

6.10.1 Employees will be entitled to a meal break of not less than one-half hour and not more than one hour for a meal

to be taken between the fourth and sixth hour from the commencement of work. Such meal break will be taken at such time to suit the continuity of work:

Provided that where trucks are in a line-up waiting to load or unload at the time of the recognised meal break, drivers and their assistants will be required to take such meal break at that point if the duration of the waiting period is sufficient.

- 6.10.2 Where an employee is required to work for more than 2 hours on any day beyond the employee's ordinary finishing time, the employee will be allowed a break of one-half hour for a meal before overtime work is commenced and will be paid the sum of \$9.60 extra as tea money in addition to overtime rates. If the employee works more than 4 hours overtime, the employee will be allowed another break of half an hour and a further allowance of \$9.60 for a meal, with a further break of 30 minutes and an allowance of \$9.60 for each additional 4 hours worked.

Clause 6.10.2 will not apply in the case of any employee (other than a shift worker) returning to the yard or depot after the conclusion of any journey or delivery where such employee ceases work not later than 6.30 p.m:

Provided the work performed between the ordinary ceasing time and up to 6.30 p.m. is solely the return journey.

- 6.10.3 All work done during the recognised meal period will be paid for at the rate of double time, such payment to continue until a meal period has commenced. Such meal period will be of the prescribed duration.
- 6.10.4 An employee whose ordinary working hours are worked on Monday to Friday, inclusive, will, if required to work on Saturday or Sunday be entitled to a break of the recognised duration between the fourth and sixth hour from the time of commencement of work.

Where such employee is required to work on any such day for more than one hour beyond 8 hours from the time of commencement of the employee's work, the employee will be allowed a break of one half-hour for a meal before that work of more than one hour is commenced and will be paid the sum of \$9.60 extra as tea money in addition to overtime rates.

- 6.10.5 An employee whose ordinary working hours are worked on Monday to Saturday inclusive will, if required to work on Sunday, be entitled to a break of the recognised duration between the fourth and the sixth hour from the time of commencement of work.

Where such employee is required to work on any such day for more than one hour beyond 8 hours from the time of commencement of the employee's work, the employee will be allowed a break of one half-hour for a meal before that work of more than one hour is commenced and will be paid the sum of \$9.60 extra as tea money in addition to overtime rates.

- 6.10.6 For the purpose of clause 6.10.5 the time of commencement of work for that Saturday or Sunday will be as determined by the employer for that employee for the day.

- 6.10.7 *Drivers employed by persons carrying on business as fish merchants and/or vendors*

Such employees will be allowed a break of 2 hours on each day for meals as follows:

One hour for breakfast and one hour for dinner, same to be mutually arranged between the employer and the employee.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

- 7.1.1 Every employee (other than a casual employee) 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; and
- (b) not less than 4 weeks in any other case.

- 7.1.2 Such annual leave is exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.5) must 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 wages at a rate in excess of the ordinary wages payable under clause 5.1, at that excess rate; and
- (b) in every other case, at the ordinary time rate of pay payable to the employee concerned immediately prior to

that leave.

- 7.1.3 If the employment of any 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 termination of the employment and shall immediately pay to the employee, in addition to all other amounts due to them, their pay, calculated in accordance with clause 7.1.5, for 4 or 5 weeks as the case may be and also their ordinary time rate of pay for any public holidays occurring during such period of 4 or 5 weeks.
- 7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/9th of their pay for the period of their employment in the case of a shift worker, and 1/12th of their pay for the period of their employment in the case of a day worker, calculated in accordance with clause 7.1.5.

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 employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.
- (b) Long distance drivers - Subject to clause 7.1.5(c), the rate of pay to be paid to a long distance driver shall be the ordinary wage rate as prescribed in clause 5.1 for the period of annual leave plus a further amount calculated at the rate of 30% of the ordinary wage rate.
- (c) All other employees - Subject to the provisions of clause 7.1.5(d), 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 in clause 5.1 for the period of the annual leave (excluding shift premiums and weekend penalty rates);
- (ii) a further amount calculated at the rate of 17½% of the amounts referred to in clause 7.1.5(c)(i).
- (d) Clause 7.1.5(c) does not apply to:
- (i) any period or periods of annual leave
- exceeding 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
 - exceeding 4 weeks in any other case; or
- (ii) employers who are already paying an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.6 Unless the employee agrees otherwise, the employer must give the employee at least 14 days' notice of the date from which the employee's annual leave will be taken.

7.1.7 Except as provided in clause 7.1.4, it is not lawful for the employer to give, or for the employee to receive, payment in lieu of annual leave.

7.2 Sick leave

7.2.1 *Entitlement*

- (a) Every employee, except casual employees 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 if the employee were not absent on sick leave. In the case of employees engaged as long distance drivers, payment of sick leave will be based the employee's ordinary wage rate as prescribed in clause 5.1.
- (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 thirteen 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; or
- (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 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. The rate of pay for employees engaged as long distance drivers shall be the ordinary wage rate as prescribed in clause 5.1 for the period of long service leave plus a further amount calculated at the rate of 30% of the ordinary wage rate.

7.4 Bereavement leave

7.4.1 *Full-time and part-time employees*

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

7.4.2 *Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under clause 7.4.2.

7.4.3 "Immediate family" includes:

- (a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.4.4 *Unpaid leave*

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

insufficient.

7.5 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 An employee who would ordinarily be required to work on a day on which a public holiday falls is entitled to full pay for the time the employee would ordinarily have been required to perform work on that day.

7.6.2 Subject to clause 7.6.7 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.

7.6.3 Labour Day

All 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 wages 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 4 hours.

7.6.4 Annual show

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

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

7.6.5 Double time and a-half

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

7.6.6 Stand down

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer

or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and the 1st January (New Year's Day).

7.6.7 Substitution

Where there is agreement between the employer and the employee, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in clause 7.6:

Provided that, where an employee is subsequently required to work on such substituted day, the employee will be paid the rate applicable for the holiday that has been substituted.

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 Travelling, accommodation and additional payments

8.1.1 Employees engaged travelling or on work in which they are unable to reach their homes at night will be allowed actual reasonable expenses, not less than \$15.80 per day, for board and lodging, if such has not been provided by their employer, in addition to their ordinary wage, but will not be entitled to the payment of any overtime unless the employee is called upon to travel or work after the fixed finishing time. In such case the employee will be paid at overtime rates for the time travelled or worked after the fixed finishing time.

8.1.2 Where an employee is called upon to travel in the employee's own time by rail, road, boat or air, other than provided for in clause 8.1.1, the employee will be paid the hourly rate for the time occupied in such travel with a maximum of 8 hours in any one day.

8.1.3 Wherever in the performance of their work employees are obliged to live in camp, they will be paid \$11.62 per day in addition to the wages prescribed in clause 5.1 and tents, stretchers, camp and cooking utensils will be supplied free of charge by the employer; and the erection of all such camps will be done in the employer's time, but the employees will be liable for damage done to such tents, stretchers, camp and cooking utensils wilfully or by reason of negligence.

An employee who returns home or is otherwise absent from camp for not more than 2 nights during such week but who is not absent from the job will nevertheless be deemed to live in camp during the week and will be entitled to the allowance for 5 days:

Provided that an employee remaining in camp for a weekend will be paid the allowance for such days.

8.1.4 An employee required to commence work at a job away from the employee's usual depot will, at the direction of the employer, present for work at such job at the usual time of starting work.

All time reasonably spent in excess of time usually spent in travelling from the employee's home to the employee's usual depot and returning, will be paid for at ordinary rates.

Any fares reasonably incurred in excess of those normally incurred in travelling between the employee's home and usual depot will be reimbursed by the employer.

8.1.5 Where an employer is engaged on an outside job the employer will be free to engage labour on the site of the job carried on away from the usual depot without payment of any travelling time or fares.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training and retraining

9.1.1 The parties to this Award recognise that in order to increase the efficiency, productivity and competitiveness of the industry, a commitment to training and skills 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 required by the employer;
- (c) removing barriers to the utilisation of skills acquired.

9.1.2 Where an employee undertakes a course of training/retraining at the request of the employer, such training may be undertaken either on or off the job, and will wherever possible, be conducted in the employer's time.

9.1.3 The employee will not suffer any loss of ordinary pay as a result of such training, and in addition, the employer will pay for (or reimburse the employee for) the following costs associated with such training:

- (a) prescribed course fees;
- (b) prescribed text book/materials;
- (c) additional travel costs incurred by the employee in undertaking such a course which exceed those normally incurred by the employee in travelling to and from work.

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

10.1 First-aid

A first-aid cabinet will be available for employees in cases of accident. Such first-aid cabinet will be kept and maintained in accordance with the provisions of the *Workplace Health and Safety Act 1995*, relating to such first-aid cabinets.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry procedure

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
 - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their

presence; and

- (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

11.1.3 *Inspection of records*

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

11.1.4 *Discussions with employees*

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

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

11.1.5 *Conduct*

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

11.2 Time and wages record

11.2.1 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 Upon written application by an employee to an employer such application being endorsed by the Union and giving to the employer at least one month's notice, such employee will be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the Union.

11.3.2 For the purposes of clause 11.3 "ordinary pay" means at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.

11.3.3 The granting of such leave will be subject to the following conditions:

- (a) An employee must have at least 12 months' uninterrupted service with an employer prior to such leave being granted.
- (b) Clause 11.3 will not apply to an employer with less than 10 full-time employees bound by this Award.
- (c) The maximum number of employees of one and the same employer attending a course or seminar at the same time will be as follows:

Where the employer employs from 10 to 100 employees - 2

Where the employer employs over 100 employees - 4

Provided that where the employer has more than one place of employment in Queensland, then the formula above will apply to the number of employees employed in or from each individual place of employment.

- (d) The granting of such leave will be subject to the convenience of the employer and so that the operations of the employer will not be unduly affected.
- (e) The scope, content and level of the course will be such as to contribute to a better understanding of industrial relations within the employer's operations.
- (f) 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.
- (g) Leave granted to attend courses will not incur additional payment if such course coincided with the employee's day off in the 19 day month working arrangements or with any other concessional leave.
- (h) Such paid leave will not affect other leave granted to employees under this Award.

SCHEDULE 1- Truck drivers - Brisbane City Council on cleansing and scavenging duties

1. Hours

- (1) *Truck drivers employed by the Brisbane City Council on cleansing and scavenging duties* - Ordinary weekly working hours - 38.

Day Work - Between the hours of 5.00 a.m. and 5.00 p.m. Monday to Friday, and shall not exceed 7 hours 36 minutes on any one day.

Night Work - Between the hours of 10.00 p.m. and 7.00 a.m. Monday to Saturday inclusive and shall not exceed 7 hours 36 minutes on any one night inclusive of half an hour for crib for which no deduction in pay shall be made:

Provided that night work shall be rostered week about with day work excepting where agreement is reached between the Council and the Union permanent night work may be worked. Where permanent night work is worked, employees so engaged shall be paid 15% in addition to their ordinary rates prescribed in this Award.

Rotating shift work shall be paid in accordance with the shift work provisions of this Award:

Provided further, that by agreement between the Union and the Brisbane City Council the ordinary hours may be worked over a fortnightly period on 9 consecutive working days and not more than 8 hours 27 minutes shall be worked on any such day at ordinary rates.

Time worked outside the ordinary working hours on any one day or night shall be deemed to be overtime.

Employees who are required to commence work between 5.00 a.m. and 7.00 a.m. Monday to Friday shall be paid a loading of 25% on their ordinary time rate for all such time worked prior to 7.00 a.m.

Employees engaged on picking up street refuse and emptying rubbish and litter bins shall be paid an additional \$3.24 per day.

- (2) *Truck drivers and their assistants employed by the Brisbane City Council, not elsewhere provided for in this Award* - Ordinary weekly working hours - 38.

Ordinary working hours - Between the hours of 7.00 a.m. and 6.00 p.m. on Monday to Friday inclusive, and shall not exceed 7 hours 36 minutes on any one day:

Provided that by the agreement between the Union and the Brisbane City Council the ordinary hours may be worked over a fortnightly period of 9 consecutive working days and not more than 8 hours 27 minutes shall be worked on any such day at ordinary rates.

- (3) *Drivers of special cleansing vehicles - Brisbane City Council* - Special cleansing vehicles shall include street flushing wagons, eductors, pickup street sweepers, compactor trucks and/or such other specially equipped vehicles as may be mutually agreed.

Wages per week \$394.98.

The said rate of \$394.98 is based on the Award rate for a Grade 3 together with an allowance of \$12.78 per week for other duties associated with the operation of the units and the equipment.

Ordinary weekly working hours - 38.

(N.B. - The above rates include 4% 2nd Tier Increase).

Day Work - Between the hours of 5.00 a.m. and 5.00 p.m. Monday to Friday and shall not exceed 7 hours 36 minutes on any one day, with a meal break in accordance with clause 6.10 of the Award.

Night Work - Between the hours of 10.00 p.m. and 7.00 a.m. Monday to Saturday inclusive and shall not exceed 7 hours 36 minutes on any one night inclusive of half an hour crib for which no deduction in pay shall be made:

Provided that night work shall be rostered week about with day work excepting where agreement is reached between the Council and the Union permanent night work may be worked. Where permanent night work is worked, employees so engaged shall be paid 15% in addition to their ordinary rates prescribed in this Award. Rotating shift work shall be paid in accordance with the shift work provisions of this Award:

Provided further, that by the agreement between the Union and the Brisbane City Council the ordinary hours may be worked over a fortnightly period on 9 consecutive working days and not more than 8 hours 27 minutes shall be worked on any such day at ordinary rates.

Time worked outside the ordinary working hours on any one day or night shall be deemed overtime.

Employees who are required to commence work between 5.00 a.m. and 7.00 a.m. Monday to Friday shall be paid a loading of 25% on their ordinary time rate for all such time worked prior to 7.00 a.m.

- (4) *Cleansers and Greasers, Brisbane City Council* - "Cleanser and Greaser" shall mean an employee of the Brisbane City Council, who primarily attends to the cleaning and greasing and oiling of vehicles covered by this Award, and notes for attention of the employee's supervising officer any obvious defects observed in motor vehicles in the course of the employee's duties; such employees shall drive a truck when required for emergency work.

Wages - Cleansers and Greasers - (Rate for Grade 2 driver under clause 5.1 of this Award).

Such cleaners and greasers when employed driving trucks on emergency transport shall be paid truck drivers' rates in accordance with the capacity of the truck if such capacity exceeds 3.04t.

- (5) *Hours - Employees of Brisbane City Council* - The ordinary working hours shall not exceed 38 hours per week or 7 hours 36 minutes per day to be worked to rosters mutually agreed upon between the Union and the Brisbane City Council:

Provided that by agreement between the Union and the Brisbane City Council the ordinary hours may be worked over a fortnightly period on 9 consecutive working days and not more than 8 hours 27 minutes shall be worked on any such day at ordinary rates.

- (6) *Employees of the Brisbane City Council*

(a) Subject to the following provisions the ordinary hours of work for shift workers shall not exceed 38 hours per week.

(b) The ordinary hours of work referred to in clause 6(a) of this Schedule may be exceeded in any week or weeks subject to the total ordinary hours worked during any roster period not exceeding that number of hours ascertained by multiplying the number of weeks in the roster period by 38.

(c) The ordinary hours of work referred to in clause 6(a) of this Schedule may be worked according to a roster agreed upon between the Union and the Brisbane City Council to suit the needs and circumstances of each establishment.

(d) Shift workers shall be allowed a crib break of 30 minutes during each shift for which no deduction of pay shall be made:

Provided that such break shall be taken at a time and in such manner that it will not interfere with continuity of work where continuity is necessary.

Mutual Agreement - Notwithstanding the provisions above or the provisions of clause 6.7 (Shift work) and clause 6.8 (Overtime) until further ordered by the Commission the starting and ceasing times of day workers and shift workers and the duration of ordinary hours per day and per shift, shall be as agreed in writing between the Brisbane City Council and the Union, where such an agreement is filed with and approved by the Commission.

The provisions of clause 6.8 (Overtime) are modified as is necessary to acknowledge the ordinary working hours determined by such agreement in writing.

2. Wages

Sanitary and Garbage Work (Excluding employers and employees covered by the Local Authorities (Excluding Brisbane) and Main Roads, Etc., Award - State and Forestry Employees' Award - State Government). This Section shall only apply to those employers and employees principally engaged in Sanitary and Garbage Work.

- (1)(a) *Wages - (i) Drivers of sanitary vehicles:*

Award Rate Per Week
\$

Employees driving a motor vehicle having maker's capacity of:

1.27t or less	665.50
Over 1.27t but not over 3.04t	669.70
Over 3.04t but under 6.09t	672.80

For each complete 1.01t over 5.08 an extra \$1.27

Provided that no load shall exceed the limit prescribed by or under any Queensland State Act

Sanitary driver's mate or assistant 664.70

(ii) *Drivers of rubbish vehicles:*

	Award Rate Per Week \$
Employees driving a motor vehicle having maker's capacity of:	
1.27t or less	654.60
Over 1.27t but not over 3.04t	660.20
Over 3.04t but under 6.09t	664.10

For each complete 1.01t over 5.08t an extra \$1.27

Provided that no load shall exceed the limit prescribed by or under any Queensland State Act

Rubbish driver's mate or assistant	649.50
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(b) *Hours* - Ordinary weekly working hours - 38.

Ordinary working hours - Between the hours of 5.00 a.m. and 3.00 p.m. on Monday to Friday inclusive, and shall not exceed 8 hours on any one day.

(2)(a) *Wages* - (i) *Drivers of sullage and grease trap cleansing vehicles:*

	Award Rate Per Week \$
Drivers of sullage vehicles with a carrying capacity:	
Not exceeding 2 273 L	652.60
Exceeding 2 273 L but not exceeding 4 546 I	655.10
Exceeding 4 546 L but not exceeding 6 819 I	657.60
Exceeding 6 819 L but not exceeding 9 092 I	661.70
Exceeding 9 092 L but not exceeding 11 363 I	664.40

For each additional 2 273 L or part thereof \$3.10 per week extra

Assistants	652.60
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(ii) *Employees of industrial bin collection services -*

Employees driving a motor vehicle having maker's capacity of:

	Award Rate Per Week \$
1.27t or less	654.60
Over 1.27t but not over 3.04t	660.20
Over 3.04t but under 6.09t	664.10

For each complete 1.01t over 5.08t an extra \$1.27

Assistants	649.50
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(b) *Hours* - Ordinary weekly working hours - 38.

Ordinary working hours - Between the hours of 5.00 a.m. and 4.00 p.m. on Monday to Friday inclusive, and shall not exceed 8 hours on any one day.

(3) *Septic tanks, &c.* - Driver of sullage wagon and the employee's assistant occupied on work in connection with the cleansing of septic tanks and or septic closets and/or chemical closets by mechanical means and including all work associated with pumping shall be paid at the rate of time and a-quarter. Time worked in each case shall be calculated to include all time spent from the sanitary depot and return.

Employees engaged on work in connection with the cleansing of septic tanks and/or septic closets and/or chemical closets by other than mechanical means shall be paid at the rate of time and a-half.

(4) *Wet pay* - Drivers and assistance shall be paid \$12.40 per week wet pay in addition to their ordinary wages.

(5) Drivers of "Euclid" quarry vehicles shall be paid the rate of pay applicable to a Grade 6 employee under clause

5.1 of the Award.

3. Allowances

- (1) 2 boiler suit overalls or 2 pair of shorts and 2 shirts as mutually agreed between the employer and employee shall be provided annually to all employees as cleaners and greasers. Rubber boots shall also be provided if required.
- (2) Employees engaged in tyre changing, greasing of vehicles and plant, and steam cleaning shall be paid \$3.44 per day dirt money in addition to their ordinary wages.
- (3) *Quarry allowance* - Truck drivers employed in quarries shall be paid an allowance at the rate of \$24.60 per week to compensate for disabilities associated with working in quarries, which shall be treated as part of the ordinary weekly wage for the purposes of this Award.

This allowance shall also apply to employees working at crushing plants, screening plants and similar plants and shall also apply to employees working in gravel pits where such plants are in operation:

Provided that the allowance shall not apply if the plants are operated in a wet process method that prevents the occurrence of a dust nuisance.

- (4) *Brisbane City Council truck drivers in bitumen patching gangs - overalls allowance* - A truck driver attached to a bitumen patching gang shall be entitled to a payment of \$13.01 after the completion of 4 months' service in such gang and to payments of \$13.73 at regular 4-monthly intervals thereafter. This allowance is for the purchase of overalls (boiler suit type) and shall only be paid to those employees who purchase and wear such overalls.
- (5) Any employee required to operate a truck crane or straddle unloader shall be paid \$2.85 per day in addition to the wage rates prescribed by clause 5.1.
- (6) *Brisbane City Council duty truck drivers employed by Department of Water Supply and Sewerage - standby allowance* - Truck drivers required to stand by for emergency work outside ordinary working hours shall be paid \$60.90 per week in addition to the rates prescribed herein for each week on which they are required to stand by.
- (7) *Tow truck driver Brisbane City Council* - Tow truck drivers employed by Brisbane City Council shall be paid in addition to all other amounts due an additional payment of 52.7 cents per hour or part thereof, when required to use a winch for the recovery of vehicles from bog or break down or like situations.

Such employees shall be entitled to a payment of \$16.26 after the completion of 4 months service as a tow truck driver and to payments of \$13.73 at regular four-monthly intervals thereafter while in such employment.

This allowance is for the purchase of overalls (boiler suit type) and shall only be paid to those employees who purchase and wear such overalls.

- (8) *Employees handling explosives* - Employees engaged by the Brisbane City Council on motor vehicles carrying explosives shall be paid in addition to all other amounts due an allowance at the rate of \$25.90 per week. The said allowance shall be treated as part of the ordinary wage for all purposes of the Award. Such allowance shall be deemed to be in recognition of and in full compensation for any additional duty or responsibility imposed or any inconvenience encountered through strict observance by employees of the provisions of the *Explosives Act* and also in respect of any physical disabilities associated with the work performed such as dust nuisance, handling dangerous materials, etc.:

Provided also that the said allowances shall be in lieu of all other disability allowances prescribed by this Award except "working in the rain".

- (9) *Groundsel eradication - weed control*
 - (a) Drivers engaged in groundsel eradication, weed control and other work carried out by the organisation set up by the Brisbane City Council, for this purpose in the greater Brisbane area or under the control of the Brisbane City Council, shall be paid an allowance of \$21.30 per week which shall be treated as part of the ordinary weekly wage for the purpose of the Award.
 - (b) After a period of 6 months' experience on such work, drivers shall be paid a total allowance of \$25.00 per week which shall be treated as part of the ordinary weekly wage for the purposes of the Award:

Provided that the allowances prescribed in clause 9(a) and (b) of this Schedule shall be in lieu of all other disability allowances, dirty money, etc., prescribed in this Award except "working in the rain" and "working in water to a depth of .762 m or more".

- (10) *Brisbane City Council - special conditions*

- (a) All employees involved with toxic spills and/or radioactive materials shall be provided free of cost by the employer with proper protective clothing and recommended breathing apparatus, and/or such other safety equipment as is deemed necessary and/or appropriate.
- (b) Before employees are required to handle or work with toxic spills and/or radioactive materials the Director of Scientific Services or their delegate shall be notified. Employees are not required to commence work until such notification has been given.
- (c) In any case where an employee comes into contact with toxic spills and/or radioactive materials and is directed by the employee to wear a breathing apparatus such employee shall, whilst actually so engaged, be paid an additional sum of 25% of the employee's ordinary wage rate in addition to the rate of pay otherwise payable at that time under the Award.

4. Overtime

- (1) *Brisbane City Council* - When an employee in the Water Supply and Sewerage Department of the Brisbane City Council is called out after the employee has completed the employee's shift or actually left the job, the employee shall be paid from the time the employee starts to return to the job until the employee gets back to the employee's home:

Provided further that employees under clause 2 of this Schedule (Employees of Brisbane City council and/or Contractors thereto employed as drivers of sanitary and/or rubbish vehicles and their assistants) shall be paid at the rate of triple time for work performed on Christmas Day and Good Friday.

- (2) *Employees of the Brisbane City Council - working on agreed day off* - Employees of the Brisbane City Council working a fortnightly period of 9 consecutive working days, who are required to work on their agreed day off, shall be paid the overtime rates prescribed for work on Mondays to Fridays in this Award.
- (3) *Overtime* - All time worked daily by such cleaners and greasers beyond the ordinary working hours of their rostered shift shall be paid for at the rate of double time:

Provided that, in the case on non-arrival or late arrival of the relieving shift men, or to provide for rotation of shifts, ordinary rates shall be paid.

5. General

Employees of Brisbane City Council - Calculation of such entitlements to annual leave of employees shall be in hours as agreed between the Union and the Brisbane City Council.

Brisbane City Council - calculation of monetary amounts - Notwithstanding anything to the contrary in this Award the following shall apply in calculating the entitlements of employees of the Brisbane City Council in respect of any monetary amounts prescribed in this Award:

- (1) Any monetary amount specified as applying on a per hour basis shall be multiplied by the fraction 40/38. If expressed on a daily basis shall be multiplied by the fraction 10/9.
- (2) Any monetary amount specified as applying on a rate per week basis shall be divided by 38 where it is necessary to determine an hourly rate in order to calculate an entitlement in respect to a part of a week.

SCHEDULE 2 - Owner driver rates

Permanent employees

- (1) This schedule applies to drivers, van-drivers, lorry-drivers, motor lorry-drivers and motor cyclists, who own their own vehicle or motor cycle ("owner driver").
- (2)(a)(i) An owner driver providing their own vehicle shall be paid the hire rate prescribed below in addition to the wage rate prescribed in clause 5.1 of the Award. For avoidance of doubt, clause (2)(a)(i) does not apply to a motor cycle-driver who provides their own motor cycle.

Tip Trucks

	Column 1	Column 2	Column 3	Column 4
Tonnes	Weekly rate	Km rate	Non-reduction rate	Work km
	\$	c	\$	
Up to and including 1t	-	-	-	-
Exceeding 1t/up to 2t	348.03	-	247.76	-

	Column 1	Column 2	Column 3	Column 4
Tonnes	Weekly rate	Km rate	Non-reduction rate	Work km
	\$	c	\$	
Exceeding 2t/up to 3t	372.50	-	367.38	-
Exceeding 3t/up to 4t	416.69	-	474.45	-
Exceeding 4t/up to 5t	499.72	-	585.12	-
Exceeding 5t/up to 6t	571.34	-	695.79	-
Exceeding 6t/up to 7t	628.34	-	805.71	-
Exceeding 7t/up to 8t	690.87	-	915.63	-
Exceeding 8t/up to 9t	732.02	-	1,025.55	-
Exceeding 9t/up to 10t	773.58	-	1,135.47	-
Exceeding 10t/ up to 11t	977.98	52.5	1,245.39	1,109
Exceeding 11t/ up to 12t	1,057.44	55.5	1,355.31	1,137
Exceeding 12t/ up to 13t	1,140.13	59.0	1,465.23	1,151
Exceeding 13t/ up to 14t	1,233.36	64.0	1,575.15	1,134
Exceeding 14t/ up to 15t	1,339.61	69.5	1,685.07	1,097
Exceeding 15t/ up to 16t	1,366.32	72.5	1,794.99	1,191
Exceeding 16t/ up to 17t	1,393.04	75.5	1,904.91	1,278
Exceeding 17t/ up to 18t	1,419.75	79.5	2,014.83	1,349
Exceeding 18t/ up to 19t	1,446.47	82.5	2,124.75	1,422
Exceeding 19t/ up to 20t	1,511.17	85.5	2,234.67	1,446
Exceeding 20t/ up to 21t	1,586.41	88.5	2,344.59	1,457
Exceeding 21t/ up to 22t	1,664.58	91.5	2,454.51	1,463
Exceeding 22t/ up to 23t	1,743.08	95.0	2,564.43	1,465
Exceeding 23t/ up to 24t	1,808.59	98.5	2,674.35	1,479
Exceeding 24t/ up to 25t	1,874.64	102.0	2,784.27	1,492

Provided that Column 1 prescribes the basic fixed and operation costs to be reimbursed for tip trucks. These rates include a component for travelling to and from the recognised starting point.

Column 2 prescribes the kilometre rate for tip trucks in excess of 10 tonnes for any working distance in excess of the kilometres shown in Column 4 for each period of ordinary weekly hours.

Column 4 prescribes the minimum number of working kilometres which must be performed before the excess kilometre rate shown in Column 2 applies.

Column 3 prescribes the minimum weekly rate that shall be paid for each period of ordinary weekly working hours except where such rate is less than that prescribed in Column 1.

- (ii) Owner Drivers of tip trucks in excess of 10 tonnes claiming the excess kilometre-rate as set out in Columns 2 and 4 of subclause (2)(a)(i) of this clause shall submit to the employer daily, details of the actual working kilometres running on the work of such employee.

Provided that no load shall exceed the limit prescribed by or under any Queensland State Act:

Provided further that for any periods of more or less than the ordinary weekly hours and/or days a *pro rata* adjustment to the basic weekly rate as shown in Column 1 Tip Trucks shall be made before calculating any additional kilometric payment.

The truck hire rate shall be calculated in accordance with either of the following formulae, whichever is the greater.

THR = The greater of A or B

Where -

$$A = \{ WR - (700 \times S) \} H/Z + \{ 20 \times P \times S \} + S(600 \times H/Z) + \{ Y \text{ (only if +ve, otherwise ignore) } \}$$

Where -

$$Y = [(D - (600 \times H/z)) \times S]$$

$$B = NR \times H/Z$$

Where -

THR is the hire rate

Z is the ordinary weekly hours for a normal working week.

H is the actual time worked expressed in hours or part thereof

WR is the weekly rate (\$) Column 1

P is the number of days on which work is performed

S is the kilometre rate (\$) Column 2

D is the actual number of working kilometres performed during the hire period

NR is the non-reduction rate (Column 3)

Non-Tip Trucks and other vehicles

CLASS OF VEHICLE			VEHICLE AGE						
1/9/2003	SCALE A UP TO 5 YEARS OLD			SCALE B OVER 5 UP TO 8 YEARS OLD			SCALE C OVER 8 YEARS OLD		
Carrying Capacity (Difference between the Tare & the GVM)	Weekly & Hourly Fixed Cost Rate \$		Variable Cost Per Klm (c)	Weekly & Hourly Fixed Cost Rate \$		Variable Cost Per Klm (c)	Weekly & Hourly Fixed Cost Rate \$		Variable Cost Per Klm (c)
	1	2	3	1	2	3	1	2	3
Up to .5 tonne	201.99	5.32	25.68	186.23	4.90	25.68	144.21	3.80	25.68
Exceeding .5t/ up to 1 tonne	224.44	5.91	28.53	206.93	5.45	28.53	160.24	4.22	28.53
Exceeding 1t/ up to 2 tonne	309.88	8.15	54.82	279.14	7.35	54.82	197.19	5.19	54.82
Exceeding 2t/ up to 3 tonne	335.00	8.82	55.67	301.60	7.94	55.67	212.51	5.59	55.67
Exceeding 3t/ up to 4 tonne	364.80	9.60	69.28	326.52	8.59	69.28	224.45	5.91	69.28
Exceeding 4t/ up to 6 tonne	409.08	10.77	74.51	364.73	9.60	74.51	246.48	6.49	74.51
Exceeding 6t/ up to 9 tonne	458.96	12.08	74.12	407.53	10.72	74.12	270.38	7.12	74.12
Exceeding 9t/ up to 12 tonne	547.31	14.40	86.60	487.80	12.84	86.60	329.09	8.66	86.60
Single Drive Prime Mover Combinations	668.49	17.59	85.12	605.61	15.94	85.12	437.93	11.52	85.12
Bogey Drive Prime Mover Combinations	742.77	19.55	94.58	672.90	17.71	94.58	486.59	12.80	94.58

Scale A

Scale B

Scale C

Column 1 prescribes the basic fixed cost rate (up to 38 hours per week) to be reimbursed to owner drivers of non-tip trucks and other vehicles.

Column 2 prescribes the basic fixed cost rate (hourly) to be reimbursed to owner drivers of non-tip trucks and other vehicles.

Column 3 prescribes the km rate for any distance travelled, which represents basic variable costs to be reimbursed to owner drivers of non-tip trucks and other vehicles.

- (iii) All owner drivers of non-tip trucks and other vehicles shall submit to the employer daily, details of the actual working kilometres.
- (iv) The hire rate to be paid shall be in accordance with the carrying capacity of the vehicle which is determined by subtracting the tare mass from the gross vehicle mass registered under the *Main Roads Act* and as indicated on the vehicle's registration certificate:

Provided that no load shall exceed the limit prescribed by or under any Queensland State Act; or

Provided further that for any periods of more or less than the ordinary weekly hours and/or days a *pro rata* adjustment to the basic weekly rate as shown in Column 1 Non-Tip Trucks and other vehicles shall be made before calculating any additional kilometric payment.

On or about 1 September annually the Union may apply to the Commission for adjustment to the scales provided in Schedule 2 to ensure that the rates are reviewed.

- (v) *Hydraulic Crane Hire* - Owner drivers whose vehicle is fitted with a hydraulic crane shall be paid an additional hire rate component on days when the vehicle is engaged to perform work which requires the use of the crane.

Crane Capacity	Rate Per Day \$	Recommended Truck Size
Up to 1 tonne metre	7.59	Up to 2-3 tonne
Over 1 tonne metre but less than or equal to 2 tonne metre	9.36	3-4 to 5-6t
Over 2 tonne metre but less than or equal to 3 tonne metre	15.46	6-7 to 7-8t
Over 3 tonne metre but less than or equal to 4 tonne metre	17.50	8-9 or 10-11t
Over 4 tonne metre	19.53	11-12t and above

The hire rate component payable shall be determined by the crane capacity except where a crane is fitted which exceeds the legally recommended capacity for that vehicle. In such circumstances, the hire rate to be paid shall be the rate applicable to the maximum crane capacity recommended for that vehicle:

Provided that at times when the crane is not in use the vehicle weekly hire rate will be paid at the appropriate rate as specified in clause (2)(a)(i) of Schedule 2 calculated at the registered gross vehicle mass less vehicle tare.

- (vi) *Pantehnicon or tautliner* - An additional allowance in accordance with the following scale shall be paid to owner drivers providing a non-tip truck equipped as a pantehnicon or tautliner:

	Per Week \$
3.7 metres	32.69
4.4 metres	39.54
5.7 metres	43.96
6.6 metres	35.60
8.6 metres	45.26
9.0 metres	47.75

- (vii) *Gates and tarpaulins* - An additional allowance in accordance with the following scale shall be paid to Owner Drivers providing a non-tip truck or other vehicle equipped with gate and tarpaulins:

	Per Week \$

3.7 metres	18.01
4.4 metres	20.61
5.7 metres	22.96
6.6 metres	18.39
8.6 metres	22.57
9.0 metres	24.63

- (b) A motor cycle-driver providing their own motor cycle shall be paid the hire rate prescribed in Schedule 2 in addition to the wage rate prescribed in clause 5.1 of this Award - \$326.20 per week.
- (c) A motor cycle-driver providing their own motor cycle and side car shall be paid the hire rate prescribed in Schedule 2 in addition to the wage rate prescribed in clause 5.1 of this Award - \$329.20 per week.
- (d) Unless otherwise specially agreed between the employer and the employee and sanctioned by the Union, and except in case of dismissal for disobedience, dishonesty, or drunkenness, one week's notice of the termination of employment of a weekly hand shall be given to the employee by the employer or to the employer by the employee, or in lieu thereof one week's wage shall be paid or forfeited:

Provided that the week's notice shall not be continued from week to week, and shall not be counted as annual leave.

Water tank and pump

- (3) Where at the request or direction of the employer, an owner driver uses their own water tank or their own water tank and pump on the job, the employer shall pay the owner driver an amount of \$3.40 per hour for each hour that the owner driver's tank or their own water tank and pump are in use on the job. The said payment shall be in addition to all other payments due to the owner driver under this Award.

Casual employees

Daily wages

- (4)(a) When owner drivers are engaged by the day, they shall be paid wages at the rate of 1/38th of the appropriate weekly wage rate for each particular classification plus 23%.
- (b) All owner drivers employed by the day shall be notified the previous day if their services are not required for the following day. Failing such notice, they shall be paid one day's pay.
- (c) Where owner drivers are employed as casual employees they shall be paid a hire rate at the rate of 1/38th of the appropriate weekly rate set out in Schedule 2 of this Award plus 23%. Owner drivers of non-tip trucks and other vehicles shall be paid the variable costs component of the hire rate (Column 3) in accordance with the rate set out in this Schedule.

Hourly wages

- (5)(a) When owner drivers are engaged by the hour they shall be paid wages at the rate of 1/38th of the appropriate weekly wage rate for each particular classification plus 23%.
- (b) Where owner drivers are employed as casual employees they shall be paid a hire rate at the rate of 1/38th of the appropriate weekly rate set out in Schedule 2 of this Award plus 23%. Owner drivers of non-tip trucks and other vehicles shall be paid the variable costs component of the hire rate (Column 2) in accordance with the rate set out in Schedule 2.

Piecework

- (6)(a) Owner drivers may be employed on piecework, provided that their remuneration shall not be less than the rate prescribed in this Award, inclusive of overtime.
- (b) All false journeys shall be paid at the same rate as prescribed in Schedule 2.
- (i) One half-day's wages at the rate prescribed in this Award shall be paid to any owner driver who turns out for work at the usual starting time when there is not work for the owner driver to do, unless such owner driver has been notified verbally or on the usual notice board the day before; but this condition shall not apply in the event of wet weather occurring.
- (ii) All wages shall be paid not less frequently than once a week, on some working day other than Saturday.

- (iii) When an owner driver is being employed, the employer shall state definitely whether the owner driver is engaged by the week, day, or by piecework.

SCHEDULE 3 - LONG DISTANCE RATES

1. Kilometre rate

- 1.1 The minimum cents per kilometre rate according to the appropriate classification (as defined in clause 5.1) is as follows:

Grade	As from 1 September 2005
3	28.14
4	28.74
5	29.14
6	29.54
7	30.04
8	31.03
9	31.63
10	32.52

The following classification structure will apply for the purpose of clause 1.1 above:

Grade	Description
3	Driver of 2 axle rigid vehicle up to 13.9 tonnes GVM. Capacity up to 8 tonnes.
4	Driver of a 2 or 3 axle rigid vehicle over 13.9 tonnes GVM. Capacity over 8 and up to 12 tonnes.
5	Driver of 4 axle rigid vehicle 13.9 tonnes GVM. Driver of rigid vehicle and heavy trailer combination with GCM of 22.4 tonnes or less. Driver of articulated vehicle with GCM of 22.4 tonnes or less. Capacity over 12 tonnes.
6	Driver of rigid vehicle and heavy trailer combination with GCM over 22.4 tonnes but not more than 42.5 tonnes. Driver of articulated vehicle with GCM over 22.4 tonnes. Driver of low loader (as defined) with GCM of 43 tonnes or less. Capacity up to 24 tonnes.
7	Driver of double articulated vehicle with GCM 53.4 tonnes or less (includes B-Doubles). Driver of low loader (as defined) with GCM over 43 tonnes.
8	Driver of rigid vehicle and trailer(s) or double articulated vehicle with GCM over 53.4 tones (includes B-Doubles).
9	Driver of road train or triple articulated vehicle exceeding 94 tonnes GCM.
10	Multi-axle trailing equipment.

2. Loading or unloading rates

- 2.1 "Loading or unloading" means being physically engaged in the loading or unloading of the vehicle and includes tarping, installing and removing gates.
- 2.2 An employee shall be paid for any time worked loading or unloading a vehicle at an hourly rate calculated by dividing the appropriate classification rate in clause 5.1 by 38. The overtime penalty rates prescribed by clause 6.8 and clause 6.1 shall apply to such hourly rate for such time worked outside the span of hours 5.30am to 6.30pm. All loading and unloading duties performed in excess of 8 hours shall be paid at the rate of time and a-half for the first 2 hours and double time thereafter, such double time to continue until the completion of the overtime work.
- 2.3 As an alternative to clause 2.1 above, where there is a written agreement between the employer and the employee a fixed allowance based on the hourly rates provided for in clause 2.1 above may be paid to cover loading and unloading duties, provided that such written agreement is attached to the time and wages record.

3. Casual employment on cents per kilometre rates of pay

- 3.1 A casual employee employed and paid under the cents per kilometre method set out in clause 1.1 of this Schedule, shall be paid an additional 12.5% casual loading on the cents per kilometre (CPK) rates set out in clause 1.1 of this Schedule.
- 3.2 A casual employee that is paid by the cents per kilometre method set out in clause 1.1 of this Schedule shall receive a minimum payment per engagement for 500km.
- 3.3 A casual employee paid under the CPK method set out at clause 1.1 of this schedule who performs loading and unloading work as defined within the spread of ordinary hours shall be entitled to hourly payment of 1/38th of applicable weekly rate plus an additional casual loading of 23% for each hour or part spent so working.
- 3.4 A casual employee paid under the CPK method set out at clause 1.1 of this Schedule who performs loading and unloading work as defined outside the spread of ordinary hours shall be entitled to hourly payment of 1/38th of applicable weekly rate plus an additional casual loading of 10% as a base rate to be multiplied by either 1.5 times (as time and a-half) or 2 times (as double time) for working such hours.

SCHEDULE 4 - 2nd tier Orders

List of Employers with 2nd Tier Orders which to varying degrees modify the provisions of this Award

Name	Case No.	Date of Order
UniLever Australia Ltd. Streets Ice Cream Division	B581/87	6.1.88
Meadow Lea Foods	B341/88	7.3.88
Queensland Druggists Limited	B67/88	22.2.88
Kraft Foods Limited - Northgate Plant	B374/88	27.6.88
Australian United Foods	B341/88 and B944/88	17.6.88 15.12.88
BMG Quarries (Caboolture, Lawnton, Stapylton, Ormeau, Jimboomba, West Burleigh and Darra Operations)	B503/88	12.8.88
The Webster Biscuit Co.	B468/88	14.7.88
Arnott Morrow, a division of Arnotts Biscuits Limited incorporated in the A.C.T.	B489/88	26.7.88
Red Cross Transfusion Service, Queensland Division	B496/88	15.8.88
Councils of Colleges of Advanced Education	B784/88	23.9.88
Kildonan Quarry	B785/88	23.9.88
Boodle's Concrete	B785 and B786/88	29.9.88
Permanent Heads of Queensland Government Departments		
Public Hospitals Boards	B86 and	7.3.88
Mater Misericordiae Public Hospitals	B122/88	
South Brisbane		
Brisbane City Council	B285/88	23.9.88
Campbell Brothers Limited	B857/88	23.11.88
Retec Ltd. (Chemtrans - General Freight Division, South Queensland Depots)		
Retec Ltd. (Chemtrans - Tanker Division, Acacia Ridge)	B873 and B874/88	17.11.88
Nicholas Kiwi (Queensland) Limited	B849/88	10.11.88
Myer Queensland Stores Limited	B854/88	8.11.88

Hile Carrying Company	B972/88	11.1.89
Queensland Grain Handling Authority trading as Bulk Grains Queensland	B195/89	5.5.89

SCHEDULE 5 - Toowoomba Newspapers Pty Ltd

1. Application

- 1.1 Schedule 5 has been inserted to give continued effect to provisions previously contained in the *Carting Trade Award - Southern Division Toowoomba Newspapers Pty Ltd Industrial Agreement* (1988) 128 QGIG 778 and (1988) 129 QGIG 396.
- 1.2 Schedule 5 applies to employees of Toowoomba Newspapers Pty Ltd despite the provisions of the Award.

2. Hours

- 1.3 The ordinary weekly hours shall not exceed 40, such ordinary working hours shall be not more than 8 on any one day and shall be worked between the hours of 1.30 a.m. and 12 noon on Mondays, Tuesdays, Wednesdays, Thursdays, Fridays and Saturdays.

3. Overtime

- 1.4 All work performed in excess of or outside of 40 hours in any one week or 8 hours on any one day, shall be deemed to be overtime, and shall be paid for at the rate of time and one-half for the first 3 hours and double time thereafter.
- 1.5 *Work on the sixth day* - Employees shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter, for work within the ordinary spread of 40 hours which may be performed on the sixth day.

4. Compassionate leave

- 1.6 Subject to prompt notice being given to the employer and proof of death being furnished to the employer's satisfaction, an employee will be granted a minimum of 3 days' compassionate leave to arrange for and/or attend the funeral of a member of the employee's immediate family, i.e., spouse, child, father, mother, brother, sister.

5. Meal time

- 1.7 Employees shall be entitled to a meal break of not less than one half hour and not more than one hour to commence not earlier than 6.30 a.m. each day.
- 1.8 By mutual agreement between the company and the employee/s, the meal break may be changed so as not to interfere with the continuity of work:

Provided that the appropriate meal break shall be taken in accordance with clause 5.1.

6. Other conditions of employment

- 1.9 The Award applies in respect of all other conditions of employment.

Dated 11 November 2003.

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

Operative Date: 1 December 2003