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No. 1

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999*  
*Industrial Court Rules 1997*

NOTICE

The following Agreements have been certified by the Commission:-

No/s	Title	Date certified	Cancelling
CA357/00	Queensland Institute of Medical Research - Terms and Conditions of Employment - Certified Agreement 2000	15/8/00	CA400/99
CA392/00	Queensland Police Service - Certified Agreement 3, 2000	17/8/00	
CA396/00	Groves Christian College Child Care Centre - Certified Agreement 2000	18/8/00	
CA397/00	Inghams Enterprises Pty Ltd - Feedmill - Certified Agreement 2000	18/8/00	

E. EWALD  
Industrial Registrar

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* – s. 125 – making, amending and repealing awards

**Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch,  
Union of Employees AND Corrections Corporation Australia (No. B380 of 2000)**

**BORALLON PRIVATE CORRECTIONAL FACILITY AWARD**

COMMISSIONER EDWARDS  
COMMISSIONER BECHLY  
COMMISSIONER SWAN

27 July 2000

REPEAL AND NEW AWARD

THIS matter coming on for hearing before the Commission at Brisbane on 13 and 17 April and 30 May 2000, this Commission doth order that the said Award be repealed and award as follows as from the fifth day of June, 2000:-

**BORALLON CORRECTIONAL CENTRE AWARD**

**PART 1 – APPLICATION AND OPERATION****1.1 Title**

This Award shall be known as the Borallon Correctional Centre Award.

**1.2 Arrangement**

Subject Matter

Clause No.

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### 1.3 Commencement Date

This Award shall take effect and have the force of law throughout the State of Queensland as from the fifth day of June, 2000.

### 1.4 Coverage

This Award shall have application to contractors and sub-contractors that have been awarded contracts at the Borallon Centre and their employees for whom rates of pay and classification definitions are contained herein:

Provided that this Award shall not have application to employees directly employed by the Queensland Corrective Services Commission.

### 1.5 Parties Bound

This Award shall be legally binding upon the employees described in clause 1.4, their employers and the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees.

### 1.6 Definitions

1.6.1 "Casual employee" shall mean an employee, engaged by the hour to work less than thirty-eight hours in any one week:

Provided that during their induction period casual employees may work forty hours in any one week.

1.6.2 "Part-time employee" shall mean an employee, engaged as such, to work between 16 and 38 ordinary hours in any one week.

### 1.7 Pre-existing Conditions

Nothing in this Award shall act to reduce the wages and conditions of employees currently being paid or observed as at the date of the making of this Award.

## PART 2 – FLEXIBILITY

## PART 3 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

### 3.1 Grievance Procedure

The parties to this Award recognise the critical public interest inherent in the operation of the Facility and commit themselves totally to the following procedure.

3.1.1 Any grievance or potential industrial dispute shall be discussed in the first instance by the employee(s) and the immediate supervisor.

3.1.2 If unable to be resolved at that level the matter(s) shall be referred to the appropriate senior management within 48 hours for decision.

3.1.3 If the matter(s) is not able to be resolved then a meeting will take place as soon as possible with the appropriate senior management, his or her advisers and the Secretary of the Union and his or her advisers which may include the aggrieved member(s).

3.1.4 If there is no resolution then the Queensland Industrial Relations Commission will be notified.

3.1.5 The Union undertakes that no Industrial Action will be taken while the steps in this procedure are being followed and both parties will comply with order/recommendations of the Queensland Industrial Relations Commission.

3.1.6 Nothing in this Award shall prohibit a member of the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees, contacting the Union.

## PART 4 – EMPLOYER AND EMPLOYEE DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

### 4.1 Anti-Discrimination

4.1.1 It is the intention of the parties to this Award to achieve the principal object of the *Industrial Relations Act 1999* by helping to prevent and eliminate discrimination on the basis of sex, marital status, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity, and association with, or in relation to, a person identified on the basis of the above attributes.

4.1.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the parties to the Award must make every endeavor to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.1.3 Nothing in this clause is to be taken to affect:–

(a) any different treatment (or treatment having different effects) 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.

### 4.2 Contract of Employment

#### 4.2.1 Notice By Employee

To terminate the contract of employment a full-time or part-time employee must give at least one week's notice or forfeit a week's pay in lieu.

#### 4.2.2 Notice By Employer

To terminate the contract of employment an employer must give a full-time or part-time employee the following notice or payment of the equivalent in lieu –

- (a) if the employee's continuous service is:
  - (i) not more than one year:.....1 week; and
  - (ii) more than one year but not more than three years:.....2 weeks; and
  - (iii) more than three years but not more than five years:.....3 weeks; and
  - (iv) more than five years:.....4 weeks.
- (b) The period of notice is to be increased by one week if the employee –
  - (i) is over 45 years of age; and
  - (ii) has completed at least two years continuous service with the employer.
- (c) Such notice shall not be required in cases of dishonesty, drunkenness, insubordination or gross misconduct when any employee shall be subject to instant dismissal and entitled to their wage and all holiday pay due to that employee up to the time of such dismissal.
- (d) Annual leave shall not be used to provide the notice prescribed in paragraphs (a) and (b) hereof of this clause.

#### 4.3 Redundancy

The employer shall observe the terms and conditions of policy of Termination of Employment, Introduction of Changes, Redundancy contained in the decision of the Full Bench of the Commission dated 16 June 1987, and published in 125 QGIG 1119-1121, as amended by 125 QGIG 1377 and 126 QGIG 188.

#### 4.4 Incidental and Peripheral Tasks

- 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.
- 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 (where relevant).
- 4.4.3 Any direction issued by an employer pursuant to subclauses 4.4.1 and 4.4.2 above shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

#### 4.5 Mixed Functions

Where any person on any one day performs two or more classes of work to which a differential rate fixed by any award or industrial agreement is applicable, such person, if employed for more than four hours on the class or classes of work carrying a higher rate, shall be paid in respect of the whole time during which the employee works on that day at the same rate, which shall be at the highest rate fixed by such award or industrial agreement in respect of any of such classes of work, and if employed for four hours or less on the class or classes of work carrying a higher rate, shall be paid at such highest rate for four hours.

#### 4.6 Part-Time Employment

- 4.6.1 Part-time employees shall be paid an hourly rate of the appropriate classification prescribed by clause 5.1 herein, equal to 1/76th of that rate.
- 4.6.2 Such employees shall be entitled to *pro rata* annual, sick and long service leave entitlements, prescribed by this Award, calculated in accordance with the proportion of full-time employees' hours they so work.
- 4.6.3 Subject to the provisions contained herein, all other provisions of the Award relevant to weekly employees shall apply to part-time employees.

#### 4.7 Casual Employment

- 4.7.1 All casual employees shall be employees engaged as such.
- 4.7.2 Casual employees shall be entitled to an hourly rate of 1/76th of the relevant classification and additional loading of 19%. Casual employees shall be paid for a minimum of 3 hours for each engagement.
- 4.7.3 All work performed by a casual in excess of 8 hours in any one day or 38 hours in any one week shall be paid for at the rate of time and one-half for the first three hours and double time thereafter.

### PART 5 – WAGES AND WAGE RELATED MATTERS

#### 5.1 Classifications and Wage Rates

- 5.1.1 "Trainee Officer" shall mean an employee appointed as such to be trained as required. Trainees shall remain Trainees until such time as the employer is satisfied such employee is capable of performing the duties of Probationary Officer and meets any requirements stipulated by the Department of Corrective Services or by the relevant Legislation:

Provided that this term shall not exceed the duration of the pre-service training course.

- 5.1.2 "Probationary Officer" – Appointment to this level shall be when the employer is satisfied that the employee has sufficient experience and satisfactory service to warrant appointment to the Security or Unit Correctional Officer Level 1 provided that this term shall not exceed six months.
- 5.1.3 "Security / Unit Correctional Officer Level 1" shall mean an officer who has successfully completed the probationary period and has a current Certificate in Senior First Aid (including CPR, EAR and First Aid) and is in the process of undertaking Certificate 3 in Correctional Practice or equivalent.
- 5.1.4 "Security / Unit Correctional Officer Level 2" shall mean an officer who has completed 2080 hours of satisfactory service at Year 1 and who has a current Certificate in Senior First Aid (including CPR, EAR and First Aid) and the Certificate 3 in Correctional Practice or equivalent. Employees who do not attain the certificate 3 in Correctional Practice or equivalent shall be required to show cause why they should not be dismissed.
- 5.1.5 "Security / Unit Correctional Officer Level 3" shall mean an Officer who has completed 2080 hours of satisfactory service at Level 2 and who has a current Certificate in Senior First Aid (including CPR, EAR and FIRST AID) and the Certificate 3 in Correctional Practice or equivalent.
- 5.1.6 "Security / Unit Correctional Officer Level 4" shall mean an Officer who has completed 2080 hours of satisfactory service at Level 3 and who has a current Certificate in Senior First Aid (including CPR, EAR and FIRST AID) and the Certificate 4 in Correctional Practice or equivalent.
- 5.1.7 Employees must successfully complete a Certificate 3 in Correctional Practice or equivalent after 2080 hours at Security/Unit Correctional Officer Level 1. Employees who do not shall be required to show cause why they should not be dismissed.
- 5.1.8 Employees who are progressing from Level 2 to Level 3 at the commencement of this Award will be permitted 12 months to attain Senior First Aid (including CPR, EAR and First Aid). Employees who have not achieved Certificate 3 in Correctional Practice or equivalent shall be required to show cause why they should not be dismissed.
- (a) Employees who have more than 4,160 hours of satisfactory experience as UCO2 at the commencement of this Award will be able to progress to Level 4 subject to:
- (i) Holding a Certificate III in Correctional Practice or equivalent;
- (ii) Holding a Certificate in Senior First Aid (including CPR, EAR and First Aid); and
- (iii) Be undertaking Certificate IV in Correctional Practice or equivalent. Employees who do not achieve Certificate IV in Correctional Practice within 12 months of the effect of this Award and maintain a current Senior First Aid Certificate shall be required to show cause why they should not revert to Level 3.
- 5.1.9 Existing employees as at 1 July 1999 will receive training in First Aid (including CPR, EAR and First Aid) at company expense. Maintenance of the currency of a certificate in Senior First Aid will be at company expense.
- (a) Employees must achieve and maintain throughout their employment the following:
- (i) Certificate 3 in Correctional Practice or equivalent;
- (ii) Senior First Aid (including CPR, EAR and First Aid);
- (iii) any standard prescribed by legislation.;
- (iv) any standard prescribed by Department of Corrective Services Policy and/or Rule;
- (v) any standard prescribed by Queensland Corrective Services Commission Policy and/or Rule; and
- (vi) any Standard prescribed by the relevant Contract.
- (b) Corrections Corporation of Australia will provide reasonable opportunities for employees to achieve and maintain minimum standards of competency which will be at company expense.
- (c) Employees who do not achieve and maintain minimum standards of competency shall be required to show cause why they should not be dismissed.
- 5.1.10 "**Security Officer**" shall mean an employee appointed as such whose duties include but are not limited to:
- Searches (including drug searches),
  - Escorts,
  - Staffing of Master Control Room,
  - Staffing of Riot Squad,
  - Staffing of Dog Squad,
  - Patrolling of Gates, Perimeters;
  - Gate Control,
  - Movement Control of Inmates,
  - Visitation.
- 5.1.11 "**Unit Correctional Officer**" shall mean an employee appointed as such whose duties include, but are not limited to:
- Unit Security,
  - Case Management,
  - Unit Management,
  - Counselling Inmates,

- Dispensing Hygiene Requirements,
- Supervision of Work including landscaping gangs,
- Supervision of Education,
- Supervision of Recreation/Activities,
- Supervision of Inmates in Cellular Living Accommodation,
- Movement Control of inmates which includes active interaction with inmates,
- Associated Recording Tasks/Functions.

5.1.12 The Wages and classifications of employees covered by this Award shall be as set out hereunder:-

<b>Classification</b>	<b>Wage Rate P.A. from 1/4/00</b>
	<b>\$</b>
Trainee Officer	22,148
Probationary Officer	24,638
Security Officer Level 1	25,189
Security Officer Level 2	27,959
Security Officer Level 3	29,624
Security Officer Level 4	29,920
Unit Correctional Officer Level 1	27,754
Unit Correctional Officer Level 2	30,807
Unit Correctional Officer Level 3	31,683
Unit Correctional Officer Level 4	32,000
<b>Classification</b>	<b>Wage Rate P.A. from 1/9/00</b>
	<b>\$</b>
Trainee Officer	22,812
Probationary Officer	25,377
Security Officer Level 1	25,944
Security Officer Level 2	28,797
Security Officer Level 3	29,624
Security Officer Level 4	30,513
Unit Correctional Officer Level 1	28,587
Unit Correctional Officer Level 2	31,731
Unit Correctional Officer Level 3	32,633
Unit Correctional Officer Level 4	32,960

The rates contained in this clause have been adjusted in accordance with an application made pursuant to s. 129 of the *Industrial Relations Act 1999* and Principle 10 of the Wage Fixation Principles. Accordingly, the rates of pay have been projected and include rates operative as from 1 September 2000. The rates of pay contained in this clause are not to be adjusted by any Safety Net Increase arising from State Wage Cases throughout the year 2000.

The classification structure contained in this Award has also been the subject of amendment made pursuant to s. 129 of the *Industrial Relations Act 1999* and Principle 10 of the Wage Fixation Principles. The rates of pay contained herein reflect that amendment.

## 5.2 Payment of Wages

Wages shall be paid on a fortnightly basis by way of Electronic Funds Transfer into a nominated bank, cheque or cash at the discretion of the employer.

## 5.3 Occupational Superannuation

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

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

5.3.3 Contributions will be made into a nominated Fund agreed between the employer and the Union.

## PART 6 – HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK

### 6.1 Hours of Work

The ordinary hours of duty for employees covered by this Award shall not exceed an average of 38 hours per week, worked in accordance with a roster agreed between the employer, the majority of employees affected and the Union.

### 6.2 Shiftwork

Extra Payment for Shifts – Employees required to work between the hours of 6.00 p.m. and 6.00 a.m. shall be paid an additional 15% for all actual ordinary hours worked during such period:

Provided further that this penalty shall not apply to work performed between midnight Friday and midnight Sunday.

### 6.3 Weekend Penalties

All time worked by employees between midnight on Friday and midnight on Saturday during the ordinary shift, shall be paid for at one and one-half times the ordinary rate, and all time worked between midnight on Saturday and midnight on Sunday during the ordinary shift shall be paid for at double time.

### 6.4 Overtime

All time worked by employees other than casuals in excess of ordinary hours of duty shall be paid for as follows:-

6.4.1 Shift workers – At the rate of double time.

6.4.2 Non-Shift Workers – At the rate of time and a-half for the first three hours and double time thereafter:

Provided that all overtime performed on a Sunday shall be paid for at double time.

6.4.3 Meal Allowance on Overtime – An employee required to continue working for more than two hours after the cessation of ordinary duty shall be provided with a reasonable meal by the employer or be paid an allowance of \$7.50.

6.4.4 Provided that any employee other than a casual recalled to perform duty after completing their normal shift or on any leave day or off duty day shall be paid at overtime rates for such duty with a minimum payment of three hours at overtime rates.

### 6.5 Meal Breaks

6.5.1 All day workers shall be allowed a meal break of not less than 30 minutes for a meal during each day, to be taken at an agreed time no later than six hours after the commencement of work.

6.5.2 All shift workers shall be entitled to a crib break of not less than 30 minutes duration.

### 6.6 Rest Pauses

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

6.6.2 A casual employee engaged for a period of not more than 4 hours shall be entitled to a rest pause of 10 minutes' duration in the employer's time; a casual employee who is engaged for a period of more than 4 hours, but not exceeding 8 hours shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of their engagement.

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

## PART 7 – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

### 7.1 Annual Leave

7.1.1 Every employee (other than a casual employee) covered by this Award shall at the end of each year of employment be entitled to an annual holiday on full pay as follows:-

- (a) If employed throughout such year of employment on shift work, where three shifts per day are worked over a period of seven days – five weeks;
- (b) If not so employed during such year – four weeks;
- (c) If employees on the work described in provision (a) hereof for part only of such year – an appropriate proportion of each of the holiday periods prescribed above.

Such annual holidays shall be exclusive of any statutory holiday which may occur during the period of that annual holiday and (subject to subclause 7.1.2) shall be paid for by the employer in advance –

In the case of any and every employee in receipt immediately prior to that holiday of ordinary pay at a rate in excess of the ordinary rate payable under this Award, at that excess rate; and

In every other case, at the ordinary rate payable to the employee concerned immediately prior to that holiday under this Award.

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 holiday to the employee from the date of the termination of the employment and shall forthwith pay to the employee, in addition to all other amounts due to the employee, the holiday pay, calculated in accordance with subclause 7.1.2, for the holiday period prescribed above and also the employee's ordinary hourly rate for any statutory holiday occurring during such period.

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 the following proportions of the employee's pay for the period of employment -

Where provision (a) of this subclause applies, one-ninth;

Where provision (b) of this subclause applies, one-twelfth;

Where provision (c) of this subclause applies, the appropriate fraction.

Unless the employee shall otherwise agree, the employer shall give the employee at least 14 days notice of the date from which the employee's annual leave is to be taken.

Except as hereinbefore provided, it shall not be lawful for the employer to give or for the employee to receive payment in lieu of annual leave.

- 7.1.2 Calculation of Annual Holiday Pay – In respect to annual holiday entitlements to which this clause applies, annual holiday pay (including any proportionate payments) shall be calculated as follows:–
- (a) Shift Workers – Subject to provision (c) hereof, 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 and holiday shifts.
  - (b) Supervisory Employees – Subject to provision (c) hereof, supervisory allowances and other payments of a like nature payable for ordinary time worked, shall be included in the wages to be paid to employees during annual leave.
  - (c) All Employees – Subject to the provisions of provisions (d) hereof, in no case shall the payment by an Employer to an employee be less than the sum of the following amounts:–
    - (i) the employee's ordinary wage rate as prescribed by the Award for the period of the annual holiday (excluding shift premiums and week-end penalty rates);
    - (ii) supervisory allowances or amounts of a like nature where applicable;
    - (iii) a further amount calculated at the rate of seventeen and one-half per centum of the amounts referred to in paragraphs (i) and (ii) of this provision.
  - (d) The provisions of provision (c) hereof shall not apply to:
    - (i) any period or periods of annual holidays exceeding:
      - five weeks per annum in the case of employees employed in a calling where three shifts per day are worked over a period of seven days per week; four weeks per annum in any other case.
    - (ii) Employers (and their employees) who are already paying (or receiving) an annual holiday bonus, loading or other annual holiday payment which is not less favourable to employees.

## 7.2 Sick Leave

- 7.2.1 Every employee, other than a casual employee, shall be entitled to not less than 8 days sick leave for each completed year of employment with an employer.

As regards any period of employment of less than one year with an employer, an employee shall become entitled to one day's sick leave for each 6 weeks of employment.

- 7.2.2 Every employee, absent from work through illness, shall, on the production of a certificate from a duly qualified medical practitioner specifying the nature of the illness of the employee and the period or approximate period during which the employee will be unable to work (or of other evidence of illness to the satisfaction of his employer) and subject to the employer being promptly notified of the illness and the approximate period aforesaid shall, subject as herein provided, be entitled to payment in full for all time the employee is so absent from work.

It shall not be necessary for an employee to produce a medical certificate if the employee's absence from work on account of illness does not exceed two days.

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

- 7.2.4 (a) The continuity of employment of an employee with an employer for sick leave accumulation purposes shall be deemed to be not broken by any of the following:–

- (i) Absence from work on leave without pay granted by the employer;
- (ii) The employee having been dismissed or stood down by the employer, or the employee having himself terminated his employment with the Employer for any period not exceeding three months:

Provided that the employee shall not have been re-employed by the employer.

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

- 7.2.5 Where the employer has a concern over a pattern of regular absences then the employer shall have the right to refer the employee involved to the Facility's Medical Officer.

## 7.3 Bereavement Leave

An employee shall on the death within Australia of a wife, husband, mother, father, mother-in-law, father-in-law, brother, sister, child or step-child, or such other close relative as the employer may approve be entitled, on notice, to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days of work, or such other period in excess of two days as the employer may approve.

Proof of such death shall be furnished by the employee to the satisfaction of the employer.

## 7.4 Long Service Leave

All employees covered by this Award shall be entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of the *Industrial Relations Act 1999*.

## 7.5 Family Leave

Employees the subject of this Award shall be entitled to Family Leave in accordance with the provision of Chapter 2 Part 2 of the *Industrial Relations Act 1999*.

## 7.6 Statutory Holidays

- 7.6.1 All work done by any employee on Good Friday, Christmas Day, the twenty-fifth day of April (ANZAC Day), the first day of January, the twenty-sixth day of January, Easter Saturday (the day after Good Friday), Easter Monday, the Birthday of the Sovereign, and Boxing Day, or any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday, shall be paid for at the rate of double time and a-half with a minimum of four hours
- 7.6.2 All employees covered by the Award shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, 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 shall be paid a full day's wage for that day and in addition a payment for the time actually worked by him or her at one and a-half times the ordinary rate prescribed for such work with a minimum of four hours.
- 7.6.3 All work done by employees in a district specified from time to time by the Minister by notification published in the *Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such district shall be paid for at the rate of double time and a-half with minimum of four hours.
- 7.6.4 All time worked on any of the aforesaid holidays outside the employee's ordinary starting and ceasing times for the day of the week on which such holiday falls, shall be paid for at double the rate prescribed for such time when worked outside such ordinary starting and ceasing times on a ordinary working day.
- 7.6.5 For the purpose of this provision, where the rate of wages is a weekly rate, "double time and a-half" shall mean 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 Any and every employee who, having been dismissed or stood down by the employer during the month of December in any year shall be re-employed by the employer at any time before the end of the month of January in the next succeeding year, shall, if that employee shall have been employed by that employer for a continuous period of two weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid and shall be paid by the employer (at the ordinary rate payable to that employee when so dismissed or stood down) for any one or more of the following holidays, namely, Christmas Day, Boxing Day, and the first day of January occurring during the period on and from the date of his or her dismissal or standing down to and including the date of his or her re-employment as aforesaid.
- 7.6.7 Where an employee is rostered to work on any of the aforesaid holidays he may by mutual agreement elect to be paid at the rate of time and a-half for the work performed on that holiday and have one extra day added to his annual leave. Any employee who wishes to have this extra added to his Annual Leave shall advise his employer in writing not less than 21 days before the aforesaid holidays.

## 7.7 TUTA Leave

A Union Delegate or duly elected or appointed Union representative shall, upon written application by the Union to the employer, such application being endorsed by the Union and given to the employer at least two months in advance (or such lesser period as mutually agreed between the Union and the employer/s), be granted up to five working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses or seminars conducted by the Australian Trade Union Training Authority (TUTA) or specific training courses conducted by the Union and approved and accredited by TUTA. The scope, content and level of such courses or seminars shall be such as to contribute to a better understanding of industrial relations within the employer's operations.

Other courses mutually agreed between a Union party to this Award and an employer, or employers, may be included under this clause.

Any written application by a union seeking release of a delegate or representative to attend a course shall include details of the type and content of the course to be attended as well as the dates upon which the course is proposed to be conducted.

For the purposes of these provisions "ordinary pay" shall mean the ordinary time earnings paid to the employee exclusive of any allowances, penalty rates or travelling time and fares.

The granting of such leave shall be subject to the following conditions:-

- 7.7.1 The employee must have at least twelve (12) months continuous service with the employer prior to such leave being granted and be the elected Union delegate/representative.
- 7.7.2 Unless otherwise agreed the maximum number of employees of one and the same employer attending a training course or seminar each year will be as follows:-
- |   |   |
|---|---|
| Where the employer employs between 10 - 50 employees .....  | 1 |
| Where the employer employs between 51 - 100 employees ..... | 2 |
| Where the employer employs over 100 employees .....         | 4 |
- 7.7.3 Where an employer has more than one place of employment in Queensland then the maximum number of employees entitled to attend a course at the same time shall be two. This shall not prevent an employer from agreeing to release additional employees.
- 7.7.4 The granting of such leave shall be subject to the convenience of the employer so that the operations of the Enterprise will not be adversely affected.

Where an employer approaches the Union and demonstrates genuine difficulties with respect to the release of a particular Union Delegate or representative at a particular time (including where the employer might have previously advised of its ability to release such Union Delegate or

representative) the Union will not unreasonably press its request for the release of that Delegate/representative at that time. If the matter is not amicably resolved, it shall be processed in accordance with the Dispute Settlement Procedure contained in this Agreement.

- 7.7.5 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 by the employer to cover the absence of the employee.
- 7.7.6 Leave granted to attend such training courses will not incur any additional payment or alternate time off if such course coincides with an employee's day off in a 19 day month working arrangement, or with any other concessional leave.
- 7.7.7 Such paid leave will not affect other leave granted to employees under this Agreement.
- 7.7.8 On completion of the course the employee shall, upon request, provide to the employer proof of their attendance at the course. Except in the case of sick leave or other authorised leave, non-attendance at a training course will result in the employee not being paid for such time.

## **PART 8 – TRAINING AND RELATED MATTERS**

### **8.1 Commitment to Training and Careers**

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

## **PART 9 – OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES**

### **9.1 Travelling Time and Expenses**

- 9.1.1 Employees travelling under the instructions of the employer shall be deemed to be working while so travelling so far as they may be travelling during ordinary hours of duty.
- 9.1.2 All reasonable fares incurred by an employee whilst travelling on employer's business shall be paid by the employer. The fares allowed shall be:  
On passenger coaches – normal fare;  
On trains – first class (with sleeping berths if available); and  
On passenger aircraft – economy class.
- 9.1.3 An employee who is required by their employer, within ordinary working hours, to travel in excess of ten kilometres from the location where they are usually employed, shall be allowed reasonable return fares.
- 9.1.4 If an employee is required, in the course of their work, to remain away from home overnight, they shall be reimbursed by their employer for all reasonable expenses actually incurred in obtaining board and accommodation.
- 9.1.5 A permanent employee who is required by their employer to commence and cease work at other than the Remand and Reception Centre (Brisbane) shall, in addition to all other entitlements, be paid for all time in excess of that normally taken to travel between their residence and the Remand and Reception Centre (Brisbane) at ordinary time. In addition, if an employee uses their own vehicle, such employee shall be paid for all excess travelling at the rate of 24 cents per kilometre.

### **9.2 Uniforms**

Where employees are required to wear a uniform, a uniform issue of two pairs of trousers, five shirts, one jacket, a cap, belt and tie shall be provided upon commencing employment. All issues shall at all times remain the property of the employer.

Additional issues of uniform shall be made on the basis of fair wear and tear. Employees shall upon cessation of employment shall be required to return all uniforms issued to them.

## **PART 10 – AWARD COMPLIANCE AND UNION RELATED MATTERS**

### **10.1 Availability of Award**

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

### **10.2 Time and Wages Records**

The employer shall keep and have available a complete record of all employees subject to this Award who are for the time being in the employer's employment or who were in employment at any time during the period of twelve months immediately preceding, showing their designation, rates of wages and times of starting and ceasing work.

Such record shall be open to inspection during working hours by an Officer of the Industrial Organisation duly authorised under the *Industrial Relations Act 1999*.

### **10.3 Union Encouragement**

- 10.3.1 This Award shall operate to encourage employees to join or maintain membership of the Union and for employees to participate in the Union and its activities.
- 10.3.2 The employer shall encourage all prospective and current employees to join and maintain financial membership of the Union.
- 10.3.3 The employer shall provide application forms for Union membership to job applicants, prospective employees and new starters. An introduction to the Union workplace representative shall form part of any official induction programme and adequate time shall be allowed to ensure discussion concerning relevant issues.

10.3.4 The employer shall provide payroll deduction facilities for Union subscriptions payable to the Union. An employee may authorise the employer to make deductions from wages and the employer shall remit such subscriptions to the Union.

Dated this twenty-seventh day of July, 2000.

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

Operative Date: 5 June 2000  
Repeal and New Award – Borallon Correctional Centre Award  
Released: 18 August 2000

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#### INDUSTRIAL COURT OF QUEENSLAND

*WorkCover Queensland Act 1996* – s. 309 – appeal against decision of industrial magistrate

**Allan Cocks AND WorkCover Queensland (No. C20 of 2000)**

PRESIDENT HALL

18 August 2000

#### DECISION

This is an appeal against the decision of an industrial magistrate given at Southport on 29 February 2000. The background facts are now not in dispute and may be shortly stated. The appellant, previously employed as a science and sports teacher at St Michael's College, Carrara, fell to the floor outside the office of the assistant principal on 8 July 1998. He was observed, immediately prior to the fall, to motion with his hand in the air before turning and falling forward to the ground around the corner from the office doorway. The appellant did not trip and he was not pushed. There had been nothing abnormal in his appearance immediately prior to the fall. Neither of the assistant principal nor a secretary of the college who observed the fall noticed any particular part of the appellant's body as he hit the floor. They heard a thud and a bang. Subsequently, the assistant principal observed the appellant lying on the floor outside his office with his head and left side up against the door jam where he wriggled and gasped for air for 3 to 5 minutes after the fall. An ambulance was summoned and the appellant was taken to the Gold Coast Hospital. X-ray's indicated compression fractures of T3, T4 and T7 thoracic vertebrae. It is common ground that the compression fractures were attributable not to the fall but to a seizure or convulsion. On admission, no marks to the appellant's head were observed and, on the whole of the transcript of the evidence before the industrial magistrate, I think that I must proceed on the basis that a finding that the appellant struck his head when he fell is not open.

At one time, the appellant would have had a claim. At one time it was necessary to show only a temporal connection between employment and an injury. Here, given the spontaneous fall, the immediate emergence of the symptoms flowing from the thoracic injury and the known fact of a seizure or convulsion, an inference based on contemporaneity would have been difficult to resist. However, at the material time, s. 34 of the *WorkCover Queensland Act 1996* required an applicant for payments by way of compensation to establish not only that the injury was a "personal injury arising out of, or in the course of, employment" but also that the employment was "the major significant factor causing the injury". To meet the legislative requirement the appellant gave evidence, which on a fair reading of the transcript must be accepted and which is in any event not now challenged, that over the week prior to the fall he had been working excessive hours to mark work submitted by his students in preparation for their return to school from vacation. The case developed was that by 8 July 1998 the appellant was suffering from sleep deprivation and that it was the sleep deprivation which caused the seizure or convulsion. To establish that sleep deprivation was capable of causing the seizure or convulsion and did in fact cause the seizure or convulsion, the appellant relied on the evidence of a consulting neurologist, Dr Jeffery Boyce.

In all, Dr Boyce provided three reports, each which was tendered in evidence. On any fair reading of the reports, Dr Boyce asserted that the appellant had suffered from sleep deprivation and that the sleep deprivation had caused the seizure or convulsion. The difficulty commenced when Dr Boyce entered the witness box. It rapidly became apparent that Dr Boyce had at all times had it in his mind that the appellant had struck his head when he fell. I accept the submission of Mr Boulton of counsel, who appears for the appellant, that many of the questions put to Dr Boyce about the effect of the appellant's head striking either the floor, the steps or the wall, were hypothetical. But the matter of the appellant hitting his head was introduced by Dr Boyce and so introduced as to make it clear that Dr Boyce had formed his opinion on the assumption that the appellant had struck his head.

Dr Boyce was cross-examined about the cause of the appellant's fall. He was clear that he did not know the cause of the fall. At one point Dr Boyce observed "But, you're asking me what sort of – why on earth did he fall down?" and went on to say "I don't think anyone can tell you that.". In answering an earlier and somewhat convoluted question, Dr Boyce had said of the hypothesis that the seizure or convulsion was the cause of the fall "I think it's possible to say that it probably isn't.". However, at the end of the day, Dr Boyce was content to summarise his opinion as follows:–

"Yes? . . . what I'm meant there is that if for instance one took Allan Cocks, how might have had the same fall and struck his head with the same force, but didn't have the sleep deprivation that he had, it's less likely that he would have had the convulsion.

All right. Yes? . . . That's what I meant.

Yes. What if it was the case that – as you've heard the – I'll just explain to you before what some – what the evidence was, leading up to when he started to fall – if it was the case that he didn't hit his head heavily, but convulsed when he was on the floor, does that change your idea to any – effect your opinion in any way? – I don't think it does in some much as I accept that there are some unknown factors in this equation. The factor that one can put in relation to this man as to why he would have a convulsion at that time, the most significant factor is in the absence of all other things, whether he struck his head or otherwise, is the lack of sleep."

I hasten to add that the industrial magistrate made no adverse comment whatever about Dr Boyce's evidence. It would be impertinent to Her Worship and unfair to Dr Boyce to proceed on the basis that he was defending his earlier opinion. However, I consider that his ultimate opinion may fairly be described as robust. On the facts of the case, to assert that the cause of the fall was unknown, is also to assert the presence of an unknown condition. To assert in the presence of an unknown condition that the sleep deprivation was, not a cause of the seizure or convulsion, but the major significant cause of the seizure or convulsion, is to take a stride rather than a step. For all of that, if Dr Boyce's opinion, which the industrial magistrate plainly regarded as considered and objective, had been the only material before the Industrial Magistrate's Court, I consider that Her Worship would have been justified in allowing the claim for compensation. However, Dr Boyce's evidence was not uncontradicted.

Dr Poulgrain, a neurological surgeon, gave evidence that sleep deprivation would not have caused the seizure or convulsion to which the thoracic injury was attributable. I reject the submission that on the question whether the seizure or convulsion was caused by sleep deprivation, Dr Poulgrain was prepared to defer to the opinion of Dr Boyce on the basis that a neurologist was better qualified to answer the question. The issue on which Dr Poulgrain deferred to Dr Boyce was the issue whether sleep deprivation would cause an epileptic to have a fit. (On one view of the evidence the appellant had some tendency to epilepsy, but even on that view of the evidence, it was a very mild tendency towards epilepsy, certainly not meriting a conclusion that

the appellant was an epileptic.) Neither do I accept that Dr Poulgrain’s evidence should be discounted because, like Dr Boyce, he was unable to nominate the cause of the seizure or convulsion. A medical practitioner may well be in a position to assert that a particular factor was not causative of a condition whilst being unable to nominate the cause of the condition. Indeed, in this very matter, both Dr Boyce and Dr Poulgrain were able to assert that the appellant’s consumption of alcohol in the period preceding the fall was not a cause of the seizure or convulsion.

Faced with a considered medical opinion that the sleep deprivation was not a cause of the seizure or convulsion and another considered medical opinion, but a robust one, asserting that the sleep deprivation was the major significant cause of the seizure or convulsion, the industrial magistrate was unable to pronounce herself satisfied on the balance of probabilities that the sleep deprivation was the major significant cause of the seizure or convulsion. Her Worship and I are *ad idem*.

The appeal is dismissed. The appellant is to pay the costs of the respondent of and incidental to the appeal assessed as costs would have been assessed if this had been a supreme court matter.

Dated this eighteenth day of August, 2000.

D.R. HALL, President.

*Appearances:-*

Mr K. Boulton instructed by Attwood Marshall, Solicitors, for the appellant.

Released: 18 August 2000

Mr G. Jones instructed by WorkCover Queensland for the respondent.

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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 – s. 319 – representation of parties*

**Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch,  
Union of Employees AND Queensland Chamber of Commerce and Industry Limited,  
Industrial Organisation of Employers and Others (No. B466 of 2000)**

COMMISSIONER BROWN

1 August 2000

REPORT ON DECISION (as edited)

In giving his decision from the Bench on 1 August 2000, Commissioner Brown stated:-

“The application before the Commission seeks to establish a new award, Wine Industry Award. The employers have consented to the making of that Award.

The union that has made the application has the right to do so, and it is not contested that the employees to be covered by the proposed Award are currently award free.

Mr D’Arcy for the Australian Workers’ Union has advised that there are currently two matters before the Australian Industrial Relations Commission with respect to the wine industry in Queensland. Firstly, an application to rope in entities in the winery industry in Queensland to this federal Award. This application is to be heard tomorrow. And secondly, an application to vary the coverage scope of the federal Award so that it might cover small wineries of the type that, without exception, exist in Queensland. There is no date of hearing set for this matter that I am aware of.

Mr D’Arcy opposes the application as amended, and further, his organisation has lodged an application for the making of a state Award to cover wineries. That application is not before the Commission today. However, Mr D’Arcy has informed us that the reason for the application is two fold:

- 1. A genuine desire by the Australian Workers’ Union to establish a state Award; and
- 2. A belief that some of the provisions of the Award sought by the ALHMWU do not meet community standards as envisaged by both the objects and s. 126 of the state Act.

Mr D’Arcy correctly asserts, and indeed it’s not contested, that his union is a significant organisation nationally in the wine industry, and as such should have the right to argue their case on the various conditions which they claim are inferior. I agree. Mr D’Arcy has named week-end penalties, wages and classification structures, rates of pay on public holidays, hours of work with respect to days of the week and spread of hours as the conditions which his organisation sees as requiring improvement.

He also, in a broad sense, suggests that some further differences to be found between the AWU application for a state Award and the ALHMWU application may be relevant.

Having regard to the agreement between the applicant and the respondents, together with the provisions of the Act, I have decided to order that the Award be made in the terms sought from today, with the exception of those issues raised by Mr D’Arcy on behalf of the AWU mentioned earlier. Having considered all the material presented, and the arguments advanced, I have decided that the AWU should indeed be given the opportunity to present their arguments regarding their areas of concern.

I direct that the parties enter into discussion in an attempt to solve the issues by agreement. In any event we will resume at 9 a.m. on Friday, 1 September to either finalise this matter or to set dates for hearing and inspections as may be requested by the Australian Workers’ Union or indeed other parties.”.

Order accordingly.

Dated this first day of August, 2000.

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

*Appearances:-*

Mr J. Martin for the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees.

Mr D. D’Arcy for The Australian Workers’ Union of Employees, Queensland.

Ms A. Tunjic for The National Union of Workers Industrial Union of Employees Queensland.

Mr S. Pawlowski for Queensland Chamber of Commerce and Industry Limited, Industrial Organisation of Employers.

Released: 23 August 2000

QUEENSLAND INDUSTRIAL REGISTRAR

Industrial Relations Act 1999 – s. 482 – arrangement for conduct of elections

Association of Wall and Ceiling Industries Queensland - Union of Employers (No. Q31 of 2000)

REGISTRAR EWALD

21 August 2000

Conduct of Election – Prescribed Information – Timing of Election – Exercise of Discretion – Late Filing Allowed – Reason for Election – Method of Election

DECISION

On 18 August 2000 the Association of Wall and Ceiling Industries Queensland - Union of Employers lodged with my Office under section 481 of the Industrial Relations Act 1999, the information as prescribed in section 53(1) of the Industrial Organisations Regulation 1997 in relation to its request for the conduct of an election by the Electoral Commission of Queensland for the following positions of Office.

Office	Number of Positions
<i>Council</i>	
President.....	1
Vice President.....	2
Treasurer.....	1
Councillor.....	5

Timing of Election

Rule 9.2.4 of the Industrial Organisation’s Rules prescribes “Notice that nominations for positions on the Council are being called, shall be sent by post to all Members not less than forty-two days prior to the date of the Annual General Meeting.”.

No clear opening of nominations for election date is prescribed by the Rules to assist in determining the prescribed date for the filing of prescribed information and, after reading all rules, a date is not definable by me. Therefore taking into account the indefinable time frame for this election for the purpose of lodgment of the prescribed information, I find I cannot determine under section 53(4) of the Industrial Organisations Regulation 1997 that the prescribed information was filed by the prescribed day (i.e. “2 months before the first day on which a person may become a candidate in an election under the organisation’s or branch’s rules.”)

Notwithstanding that I am prepared to exercise my discretion and extend the prescribed time for filing such information to 18 August 2000 as the filing of the prescribed information was delayed due to an application for a change of name which was granted on 4 August 2000.

Reason for Election

The Industrial Organisation advises that the terms of office for the Council Members expire annually in accordance with the Rules.

The Rules provide for an annual general meeting to be held in August however the late lodging of the prescribed information does not allow for a meeting to be held within that time. Therefore the annual general meeting for 2000 will be delayed until election dates have been confirmed with the Electoral Commission of Queensland.

Method of Election

I am satisfied that the method of election is by a direct vote by secret postal ballot of the Members of the Association for Council as prescribed in Rule 9.2.6.

Conduct of Elections

I have considered the request, the Act and Rules and I am satisfied that an election is required to be held under the Rules for the Offices as set out above, by the method of election stated above. Therefore, under section 482, I am making arrangements for the conduct of the elections by the Electoral Commission of Queensland.

Dated this twenty-first day of August, 2000.

E.C. EWALD,  
Industrial Registrar.

Released: 21 August 2000.

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QUEENSLAND INDUSTRIAL REGISTRAR

Industrial Relations Act 1999 – s. 482 – arrangement for conduct of elections

Furnishing Industry Association of Australia (Queensland) Limited Union of Employers (No. Q30 of 2000)

REGISTRAR EWALD

18 August 2000

Conduct of Election – Prescribed Information – Late Filing Allowed – Reason for Election – Electoral Commission to Conduct Election.

DECISION

On 15 August 2000 the Furnishing Industry Association of Australia (Queensland) Limited Union of Employers lodged in the Registry under section 481 of the Industrial Relations Act 1999, the information as prescribed in section 53 (1) of the Industrial Organisations Regulation 1997 in relation to the conduct of an election by the Electoral Commission of Queensland for the following positions of office:-

Office	Number of Positions
President.....	1
Deputy President.....	1
Vice-President.....	1
Treasurer.....	1
Committee Members.....	10

**Calling for Nominations**

Rule 11(4)(b) of the Industrial Organisation’s Rules prescribes that nominations shall be lodged with the General Manager at least fourteen days before the Annual General Meeting. The Annual General Meeting has been set for Friday 15 September 2000.

Therefore the prescribed information was lodged later than the prescribed day as specified in section 53(4) of the Industrial Organisations Regulation 1997.

Notwithstanding, I am prepared to exercise my discretion under section 481 of the Act and extend the prescribed time for filing such information to 15 August 2000.

**Reason for Election**

Rule 11(3) prescribes that at the Annual General Meeting all the members of the management committee shall retire from office.

**Method of Election**

I am satisfied that the method of election is by direct vote by secret ballot of the Members of the Association for Council as prescribed by Rule 11(4)(f).

**Electoral Commission to Conduct Election**

I have considered the request, the Act and Rules and I am satisfied that an election is required to be held under the Rules for the Offices as set out above, by the method of election stated above. Therefore, under section 482, I am making arrangements for the conduct of the elections by the Electoral Commission of Queensland.

Dated this eighteenth of August, 2000.

E. EWALD  
Industrial Registrar.

Released: 18 August 2000

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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 – s. 278 – order for unpaid wages etc.*

**Dru Elliott Powell AND Australian Hengda (Queensland) Investment and Development Pty Ltd (No. W111 of 2000)**

COMMISSIONER BROWN

17 August 2000

ORDER

THIS matter coming on for hearing before the Commission at Brisbane on 17 August 2000, this Commission after having decided that Stephen Peter Savage was underpaid wages by Australian Hengda (Queensland) Investment and Development Pty Ltd of registered offices c/- Deloitte Touche Tohmatsu, Level 26 Riverside Centre, 123 Eagle Street, Brisbane, in accordance with the Accommodation Industry (Other than Hotels) Award – South-Eastern Division, doth order as follows:-

1. That Australian Hengda (Queensland) Investment and Development Pty Ltd pay to Stephen Peter Savage the amount of \$4,138.52 in respect of unpaid wages for the period between 30 May 1998 and 1 November 1998.
2. That the amount set out in paragraph 1 of this Order is to be paid by no later than twenty-two days from the date of this Order.

Dated this seventeenth day of August, 2000.

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

Operative Date: 17 August 2000  
Order – Arrears of Wages  
Released: 21 August 2000

#####

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 – s. 278 – order for unpaid wages etc.*

**Dru Elliott Powell AND Alien Earthmoving (Aust) Pty Ltd (No. W113 of 2000)**

COMMISSIONER BROWN

17 August 2000

ORDER

THIS matter coming on for hearing before the Commission at Brisbane on 17 August 2000, this Commission after having decided that Eric William Stephensen was underpaid wages by Alien Earthmoving (Aust) Pty Ltd of registered office Level 1, 293 Queen Street, Brisbane, in accordance with an agreed rate with such rate being in excess of the rate fixed by the Civil Construction, Operations and Maintenance General Award – State, doth order as follows:-

- 1. That Alien Earthmoving (Aust) Pty Ltd pay to Eric William Stephensen the amount of \$1,310.00 in respect of unpaid wages for the period between 3 November 1999 to 13 November 1999.
- 2. That the amount set out in paragraph 1 of this Order is to be paid by no later than twenty-two days from the date of this Order.

Dated this seventeenth day of August, 2000.

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

Operative Date: 17 August 2000  
Order – Arrears of Wages  
Released: 18 August 2000

#####

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 – s. 278 – order for unpaid wages etc.*

**The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland  
AND Australian P & G Ganiatsos Pty Ltd (No. W52 of 2000)**

COMMISSIONER BROWN

21 August 2000

ORDER

THIS matter coming on for hearing before the Commission at Brisbane on 21 August 2000, this Commission after having decided that Peter Nunn was underpaid wages by P & G Ganiatsos Pty Ltd, 32 Gertrude Street, Highgate Hill Qld 4101, in accordance with Building Construction Industry Award – State, doth order as follows:-

- 1. That P & G Ganiatsos Pty Ltd pay to Peter Nunn the amount of \$486.00 in respect of unpaid wages for the period between 1 February 2000 and 18 February 2000.
- 2. That the amount set out in paragraph 1 of this Order is to be paid by no later than twenty-two days from the date of this Order.

Dated this twenty-first day of August, 2000.

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

Operative Date: 21 August 2000  
Order – Arrears of Wages  
Released: 22 August 2000

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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 – s. 278 – order for unpaid superannuation*

**The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland  
AND Australian G W C Concreting and Formwork (No. D253 of 2000)**

COMMISSIONER BROWN

21 August 2000

ORDER

THIS matter coming on for hearing before the Commission at Brisbane on 4 and 21 August 2000, this Commission after having decided that Ernest John Lee was underpaid superannuation by G W C Concreting and Formwork of 55 Panorama Circuit, Benarby Qld 4680, in accordance with Building Construction Industry Award – State, doth order as follows:-

- 1. That G W C Concreting and Formwork pay to Ernest John Lee the amount of \$1,120.00 in respect of unpaid superannuation for the period between 30 July 1998 and 17 December 1998.
- 2. That the amount set out in paragraph 1 of this Order is to be paid by no later than twenty-two days from the date of this Order.

Dated this twenty-first day of August, 2000.

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

Operative Date: 21 August 2000  
Order – Arrears of Superannuation  
Released: 22 August 2000

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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 – s. 125 – application to amend award*

**Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch,  
Union of Employees AND Queensland Chamber of Commerce and Industry Limited,  
Industrial Organisation of Employers and Others (No. B775 of 2000)**

**BISCUIT MANUFACTURING INDUSTRY AWARD – STATE**

COMMISSIONER BROWN

1 August 2000

AMENDMENT (Correction of Error)

Whereas an error occurred in the amendment of the abovementioned Award as published in the *Queensland Government Industrial Gazette* of 18 August 2000, Vol 164, No. 17, pages 383-384, this Commission doth order that the following correction be made and to be effective from 1 November, 2000.

By deleting provision (c) of clause 6.4.3 (Shift Penalty) and inserting the following in lieu thereof:-

“(c) Afternoon shift (from 1/11/01)	12.5% (or \$9.70 whichever is greater)
Night shift (from 1/11/01)	15% (or \$9.70 whichever is greater)”.

Dated this first day of August, 2000.

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

Operative Date: 1 November 2000  
Amendment – COE  
Released: 22 August 2000

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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* – s. 125 – application to amend award

**Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch,  
Union of Employees AND Queensland Chamber of Commerce and Industry Limited,  
Industrial Organisation of Employers (No. B1121 of 2000)**

**GRAIN AND ASSOCIATED PRODUCTS MILLING AWARD – SOUTHERN DIVISION**

COMMISSIONER BLADES

18 August 2000

AMENDMENT

THIS matter coming on for hearing before the Commission at Brisbane on 18 August 2000, this Commission doth order, *by consent*, that the said Award be amended as follows as from the twenty-first day of August, 2000:-

By inserting a new subclause (5) in clause 5.2 (Statutory Holidays) as follows:-

“(5) Employees who do not work Monday to Friday of each week:

In the case of employees who do not work Monday to Friday of each week they shall be entitled to public holidays as follows:-

- (a) A full-time employee shall be entitled to either payment for each of the abovementioned public holidays or a substituted day’s leave.
- (b) A part-time employee shall be entitled to either payment for each of the abovementioned public holidays or a substituted day’s leave provided that that part-time employee would have been ordinarily rostered to work that day had it not been a public holiday.
- (c) Where a public holiday would have fallen on a Saturday or a Sunday and is substituted for another day all employees who do not work Monday to Friday of each week shall be entitled to payment for the public holiday or a substituted day’s leave.
- (d) Where Christmas day falls on a Saturday or Sunday and the public holiday is observed on another day an employee required to work on Christmas day shall receive a loading of one-half of an ordinary day’s wages.
- (e) Nothing in this clause confers a right to any employee to payment for as well as a substituted day in lieu of a public holiday.”.

Dated this eighteenth day of August, 2000.

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

Operative Date: 21 August 2000  
Amendment – Statutory Holidays  
Released: 18 August 2000

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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* – s. 125 – application to amend award

**Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch,  
Union of Employees AND Queensland Chamber of Commerce and Industry Limited,  
Industrial Organisation of Employers (No. B932 of 2000)**

**MARGARINE MANUFACTURING AWARD – SOUTHERN DIVISION**

COMMISSIONER BROWN

17 August 2000

AMENDMENT

THIS matter coming on for hearing before the Commission at Brisbane on 17 August 2000, this Commission doth order that the said Award be amended as follows as from the first day of November, 2000:-

By deleting subclause (5) of clause 7 (Shiftwork) and inserting the following in lieu thereof:-

“(5) Employees on shift work shall be paid an allowance as set out hereunder in addition to the rates of pay as prescribed herein:-

- (a) Afternoon Shift (from 1/11/00) 11% (or \$9.70 whichever is greater)  
Night Shift (from 1/11/00) 12.5% (or \$9.70 whichever is greater)
- (b) Afternoon Shift (from 1/5/01) 12% (or \$9.70 whichever is greater)  
Night Shift (from 1/5/01) 14% (or \$9.70 whichever is greater)
- (c) Afternoon Shift (from 1/11/01) 12.5% (or \$9.70 whichever is greater)  
Night Shift (from 1/11/01) 15% (or \$9.70 whichever is greater)”.

Dated this seventeenth day of August, 2000.

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

Operative Date: 1 November 2000  
Amendment – Shift Allowance  
Released: 21 August 2000

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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 – s. 125 – application to amend award*

**Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch,  
Union of Employees AND Queensland Chamber of Commerce and Industry Limited,  
Industrial Organisation of Employers (No. B931 of 2000)**

**PAINT INDUSTRY AWARD – STATE**

COMMISSIONER BROWN

17 August 2000

AMENDMENT

THIS matter coming on for hearing before the Commission at Brisbane on 17 August 2000, this Commission doth order that the said Award be amended as follows as from the first day of November, 2000:-

By deleting clause 5.2.2 (Shift Allowance) and inserting the following in lieu thereof:-

“5.2.2 *Shift Allowance*

All afternoon and night shift workers shall be paid an allowance as set out hereunder in addition to the rates hereinbefore prescribed:

- (a) Afternoon Shift (from 1/11/00) 11% (or \$9.70 whichever is greater)  
Night Shift (from 1/11/00) 12.5% (or \$9.70 whichever is greater)
- (b) Afternoon Shift (from 1/5/01) 12% (or \$9.70 whichever is greater)  
Night Shift (from 1/5/01) 14% (or \$9.70 whichever is greater)
- (c) Afternoon Shift (from 1/11/01) 12.5% (or \$9.70 whichever is greater)  
Night Shift (from 1/11/01) 15% (or \$9.70 whichever is greater)”.

Dated this seventeenth day of August, 2000.

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

Operative Date: 1 November 2000  
Amendment – Shift Allowance  
Released: 21 August 2000

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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 – s. 125 – application to amend award*

**Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch,  
Union of Employees AND Queensland Chamber of Commerce and Industry Limited,  
Industrial Union of Employers and Another (No. B1658 of 1999)**

**SECURITY INDUSTRY (CONTRACTORS) AWARD – STATE**

COMMISSIONER FISHER

25 February 2000

AMENDMENT

THIS matter coming on for hearing before the Commission at Brisbane on 12 January, 2000 and 25 February, 2000, this Commission doth order that the said Award be amended as follows as from the twentieth day of March, 2000:-

1. By deleting subclause (1) of clause 3.3 (Wages) and inserting the following in lieu thereof:-

“(1) All employees – The minimum weekly wage payable to employees shall be as follows:

Classification Level	Wages
	Per Week From 20/3/00 \$
Security Officer Level 1 .....	439.20
Security Officer Level 2 .....	456.30
Security Officer Level 3 .....	468.00
Security Officer Level 4 .....	479.80
Security Officer Level 5 .....	502.90

Classification Level	Wages
	Per Week From 20/3/01 \$
Security Officer Level 1 .....	452.70
Security Officer Level 2 .....	470.00
Security Officer Level 3 .....	482.10
Security Officer Level 4 .....	494.20
Security Officer Level 5 .....	518.00

Note: The above rates include safety net adjustments of \$8.00 per week and \$10.00 per week. They also include increases of 5% (effective 19 January, 1998), 4.5% (effective 19 January, 1999), 3% (effective 20 March, 2000) and 3% (effective 20 March, 2001).

The percentage based increases were as a result of special cases B1521 of 1994 and B1658 of 1999. The above rates are not to be adjusted for a period of two years as a result of safety net increases determined by the Queensland Industrial Relations Commission.”.

2. By inserting new subclauses (8), (9) and (10) in clause 3.5 (Allowances) as follows:

“(8) First Aid Allowance – Where an employee is required to possess and utilise the following qualifications, such employee shall receive the following allowance:

Senior First Aid	\$7.00 per week
Senior First Aid & Defibrillation Certificate	\$10.00 per week

(9) Dog Handling – An employee required to own, maintain and use a dog in the course of their duties shall be fully reimbursed by the employer for all expenses or paid an allowance of \$50.00 per week in lieu thereof.

(10) Mobile Phone Allowance – Where an employee is required to possess a mobile phone by their employer, the employer shall reimburse such employee for access fees and work related calls or pay to the employee an allowance of \$30.00 per week in lieu thereof.”.

3. By deleting paragraph (a) of subclause (1) of clause 5.1 (Annual Leave) and inserting the following in lieu thereof:

“(a) If employed throughout such year of employment on permanent night work (non-rotating) over a period of seven days per week, or if employed on shift work where more than one shift per day is worked over a period of seven days, not less than five weeks;”.

Dated this twenty-fifth day of February, 2000.

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

Operative Date: 20 March 2000  
Amendment – Wages, Allowances & Annual Leave  
Released: 22 August 2000