



The Queensland Government Industrial Gazette

PUBLISHED BY AUTHORITY

PP 451207100086

Annual Subscription \$297 + GST

ISSN 0155-9362

Vol. 165

FRIDAY, 22 SEPTEMBER, 2000

No. 4

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
CA417/00	Tarincliff Pty Ltd t/a Shopfitting Services - Certified Agreement	22/8/00	CA84/95
CA418/00	Trenbex Pty Ltd t/a Woodland Shop & Office Fitters - Certified Agreement	22/8/00	CA51/95
CA419/00	All Building Waterproofing Pty Ltd - Certified Agreement	22/8/00	CA572/98
CA420/00	Zashvelle Pty Ltd t/a M & M Waterproofing - Certified Agreement	22/8/00	
CA421/00	F.T.F. Pty Ltd - Certified Agreement	22/8/00	CA164/97
CA422/00	M & L Blackwell Pty Ltd - Certified Agreement	22/8/00	
CA400/00	Mrs Crocket's Kitchen Pty Ltd - Certified Agreement 2000	29/8/00	CA420/98
CA431/00	Shell Logistics - Townsville Bitumen Plant - Certified Agreement	1/9/00	
CA432/00	Mrs Crocket's Kitchen Pty Ltd - Clerical Staff - Certified Agreement	4/9/00	CA371/98
CA447/00	Claypave Pty Ltd - Ipswich Collective Bargaining - Certified Agreement	4/9/00	CA339/98
CA443/00	Caloundra City Council - Certified Agreement No. 3	5/9/00	CA563/98
CA435/00	Crowd Control Industry - LHMU - Certified Agreement	7/9/00	CA50/98 CA51/98 CA52/98 CA53/98 CA137/98 CA374/98 CA409/98 CA446/98 CA472/98 CA397/99 CA475/99 CA616/99 CA630/99 CA90/00
CA449/00	St Paul's International School - Certified Agreement	11/9/00	
The following Agreement is terminated:-		Date terminated	
CA387/98	Wessel Petroleum - Certified Agreement 1998	12/9/00	

E. EWALD
Industrial Registrar

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 125 – repeal and new award

**Federated Engine Drivers' and Firemen's Association of Australasia Queensland Branch,
 Union of Employees AND National Meat Association of Australia (Queensland Division)
 Industrial Organisation of Employers and Others (No. B686 of 1999)**

**MEAT INDUSTRY (PRIVATE EXPORT COMPANIES)
 MECHANICAL ETC. (INTERIM) AWARD – STATE**

COMMISSIONER BLOOMFIELD

24 August 2000

REPEAL AND NEW AWARD

THIS matter coming on for further hearing before the Commission at Brisbane on 24 August 2000, this Commission doth order that the said interim award be repealed and doth award, *by consent*, as follows as from the first day of September, 2000:–

**MEAT INDUSTRY (PRIVATE EXPORT COMPANIES)
 MECHANICAL ETC. AWARD – STATE**

ARRANGEMENT OF AWARD

Subject Matter	Clause No.
----------------	------------

PART 1 – PRELIMINARY

Title	1.1
Award Coverage	1.2

PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

Contract of Employment.....	2.1
Termination of Employment, Introduction of Changes, Redundancy	2.2
Sufficient Labour	2.3
Grievance Procedure.....	2.4
Anti-Discrimination.....	2.5

PART 3 – WAGES AND ALLOWANCES

Wages.....	3.1
Special Allowances.....	3.2
Occupational Superannuation.....	3.3
Classifications.....	3.4
Classification/Reclassification.....	3.5

PART 4 – HOURS OF WORK

Hours – Day Workers	4.1
Hours – Shift Workers	4.2
Shift Allowances.....	4.3
Meal Periods	4.4
Overtime	4.5
Call Back.....	4.6
Rest Pauses.....	4.7

PART 5 – STATUTORY HOLIDAYS, LEAVE

Statutory Holidays	5.1
Annual Leave	5.2
Sick Leave.....	5.3
Bereavement Leave.....	5.4
Long Service Leave	5.5
Family Leave	5.6

PART 6 – GENERAL

Clothing.....	6.1
Safety Boots.....	6.2
Commencement Date.....	6.3

PART 1 – PRELIMINARY**1.1 Title**

This Award shall be known as the Meat Industry (Private Export Companies) Mechanical Etc. Award – State.

1.2 Award Coverage

This Award shall apply to employees for whom rates of pay and general conditions are prescribed herein employed by the following employers:-

Kilcoy Pastoral Co. Pty Ltd, Kilcoy
 Q Meat, Brisbane
 Oakey Abattoir Pty Ltd, Oakey
 Australia Meat Holdings Pty. Limited, Dinmore
 Australia Meat Holdings Pty. Limited, Stuart, Townsville
 Australia Meat Holdings Pty. Limited, Fitzroy River, Rockhampton
 Australia Meat Holdings Pty. Limited, Toowoomba
 Teys Bros. (Beenleigh) Pty Ltd, Beenleigh
 Teys Bros. (Biloela) Pty. Ltd., Biloela

This Award shall also apply to and be legally binding upon:-

Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
 The Electrical Trades Union of Employees of Australia, Queensland Branch; and
 Federated Engine Drivers' and Firemens' Association of Australasia Queensland Branch, Union of Employees.

PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Contract of Employment

2.1.1 Employer Directions

- (a) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award provided that such duties are not designed to promote de-skilling.
- (b) 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.
- (c) Any direction issued by an employer pursuant to paragraphs (a) and (b) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

2.1.2 Except as provided in clause 2.1.5 (Casual Employees) and clause 2.2 (Termination of Employment, Introduction of Changes, Redundancy), employment shall be by the week.

2.1.3 The provisions of section 98 of the *Industrial Relations Act 1999* shall apply in regard to the stand down of employees.

2.1.4 Full-time employees shall be engaged for a minimum of thirty-seven (37) hours per week.

2.1.5 *Casual Employees* – Casual employees shall be engaged by the hour and shall be paid 19 per cent extra per hour in addition to the rates prescribed herein. A casual employee shall mean an employee engaged as such for less than thirty-seven (37) hours per week.

2.1.6 An employer shall have the right to dismiss any employee without notice for conduct that justifies summary dismissal. In such cases the wages shall be paid up to the time of dismissal only.

2.2 Termination of Employment, Introduction of Changes, Redundancy

All employees covered by this Award shall, in the circumstances of termination of employment, introduction of changes and redundancy, be entitled to the provisions set out in the Statement of Policy of the Full Bench of the Commission, dated 16 June 1987 and published in the 125 QGIG 1119-1121, as amended by 125 QGIG 1377 and 126 QGIG 188.

Each employer shall display a copy of the aforementioned decision of the Full Bench of the Commission in such a position as to be easily read by the employees.

2.3 Sufficient Labour

Without prejudice to the rights of any party, it is agreed as a condition of this Award that the Unions, parties to this Award, undertake to provide sufficient labour as required by an employer to maintain production at all times, except in cases where the Unions and an employer are in direct conflict and members of the Unions covered by this Award leave the plant. In such cases sufficient labour will remain on the plant to ensure the treating of livestock slaughtered at the time other employees leave the plant.

2.4 Grievance Procedure

2.4.1 Should a problem arise between an employer and employees which may result in an industrial dispute, the following steps shall be followed in a genuine attempt to resolve the matter without loss of time through industrial action.

2.4.2 When a problem arises concerning one or more employees, discussions are to be held between the employees concerned and the immediate supervisor in order to find a satisfactory resolution to the matter. The Union representative, where appropriate, should be called upon to assist in such discussion.

2.4.3 If the matter is unresolved at this level, the Engineer and/or Maintenance Supervisor should be made aware of the matter and discussions should be held with a view to resolving it. All parties including the Union representative, where appropriate, should take part in such discussions.

2.4.4 In the event that the problem is still unresolved arrangements will be made for discussions to be held involving management and the State Secretary or State Organiser of the Union concerned, where appropriate, together with all other concerned parties.

- 2.4.5** If the problem still remains unresolved after such discussions, either party may seek the assistance of the Industrial Commission.
- 2.4.6** In order to allow for the peaceful resolution of grievances the parties shall endeavour to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work while the procedures of negotiation and conciliation are being followed.
- 2.4.7** Except in the case of termination of employment, the status quo existing before the emergence of the dispute or grievance is to continue whilst the above procedure is being followed.

2.5 Anti-Discrimination

- 2.5.1** It is the intention of the parties to this Award to achieve the principal object in 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 relation to, a person identified on the basis of any of the above attributes.
- 2.5.2** Accordingly, in fulfilling their obligation under the grievance procedure, the parties to the Award must make every endeavour to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 2.5.3** 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.

PART 3 – WAGES AND ALLOWANCES

3.1 Wages

- 3.1.1** The following rates of pay shall be paid to employees as per the appropriate classification listed below:–

	Per Week \$
C14.....	463.80
C13.....	480.50
C12.....	503.00
C11.....	523.90
C10.....	553.60
C9.....	574.50
C8.....	593.30
C7.....	615.00
C6.....	655.90
C5.....	676.20
C4.....	697.60

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2000 Declaration of General Ruling and earlier Safety Net Adjustments. [Disputed cases are to be referred to the President.] 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 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.

3.1.2 Apprentices

Apprentices employed by the respondent employers shall receive the following appropriate percentage of the C10 tradesperson's rate as prescribed above:–

First year apprentice	40%
Second year apprentice.....	55%
Third year apprentice.....	75%
Fourth year apprentice.....	90%

- 3.1.3** The foregoing rates of pay shall include “dirt money” and any money that may be payable under the “extraordinary conditions” clause provided for in any State Award or Determination.

3.2 Special Allowances

- 3.2.1** *Engine Drivers in charge of boiler and engine etc.* – Engine Drivers in charge of boiler and engine, or boiler and pump, or boiler, engine and pump, or more than one engine, or more than two boilers, shall be paid a flat rate of 29.05 cents per hour above the ordinary rate:

Provided that this subclause shall not apply to engines of 12 horsepower and under, nor to the feed pump of a boiler.

- 3.2.2** Tradespersons who are required to supply and use their own tools shall be allowed a tool allowance at a flat rate as follows:–

	Flat Rate Per Week \$
Motor Mechanic	17.85
Fitter.....	17.85
Refrigeration Mechanic	17.85
Industrial Plumber	17.85
Electrician	17.85
Boilermaker	17.85
Blacksmiths and Welders	17.85

Provided that all precision tools over 12 inches in length, micrometers, verniers, dial indicators and other similar tools and where it is customary, hammers, chisels, spanners, hacksaws and blades, scrapers, files, taps, dies, wrenches, pipe dies, clamps, jacks and tackle and heating appliances etc. shall be provided by the employer. The rates contained in this subclause will be varied by movements in the Engineering Award – State.

- 3.2.3** A flat allowance at the rate of \$12.20 per week shall be paid to tradespersons.
- 3.2.4** Employees appointed to the position of leading hand shall be paid an additional flat rate of \$4.33 per day if in charge of less than 10 employees; and \$6.57 per day if in charge of 10 employees or more. The leading hand rates will be varied by movements in the Engineering Award – State. Employees appointed to the position of leading hand shall be paid the above allowances for the whole of the day for any work done on any part of the day.
- 3.2.5** Engine Drivers who are required to hold two or more Certificates of Competency in order to carry out their functions and duties by the employer shall be paid a Certificate's allowance of \$21.51 per week. This allowance will be varied in accordance with movements in the Engineering Award – State.
- 3.2.6** A flat stand-by allowance of 15% of the employee's ordinary daily rate of pay shall be paid to employees who are required by their employer to stand-by.
- 3.2.7** Casual employees shall receive 1/37 of the appropriate weekly wage per hour plus additional loading of 19 per cent per hour. Casual loading shall not be considered when calculating overtime.

3.3 Occupational Superannuation

3.3.1 Application

In addition to all other entitlements prescribed by this Award, all eligible employees shall be entitled to superannuation contributions paid by the employer, subject to the following provisions of this clause.

3.3.2 Contributions

- (a) Every employer shall contribute into an approved fund the rate that is applicable under the *Superannuation Guarantee Administration Act 1992* at ordinary time earnings per week on behalf of each eligible employee.
- (b) The employer may suspend contributions on behalf of any employee for any period when an employee is absent from work on unpaid leave. Provided that the employer shall continue to make contributions to an eligible employee in respect of any period during which an employee is absent from work on Workers' Compensation up to a maximum of 26 weeks.

3.3.3 Eligibility

Contributions for an employee shall apply provided that the ordinary time earning of the employee exceeds \$450.00 in any month.

3.3.4 General

- (a) The employer shall remit the contributions to the approved fund on a monthly basis.
- (b) Where the employer agrees, eligible employees may personally make contributions to the approved fund in addition to the employer contributions prescribed in this clause. Where agreed, the employer shall, at the employee's written request, make arrangements for such authorised deductions from the employee's pay to be forwarded to the administrators of the approved fund.
- (c) No additional amount shall be charged by the employer for the establishment, administration, management, or any other charges in connection with the approved fund.

3.3.5 Definitions

- (a) An approved fund means:–
- (i) Sunsuper
 - (ii) Superannuation Trust of Australia (STA)
 - (iii) An agreed approved fund into which contributions were being paid as at the date of operation of this Award.
- (b) Ordinary time earnings means the gross ordinary pay that an employee receives for the ordinary hours of work performed in the relevant pay period, and shall not include any allowances paid in accordance with clause 3.2 of this Award.

3.4 Classifications

The employees shall be graded into an appropriate classification. The classification structure and definitions shall be as follows:–

3.4.1 Wage Group C14 (Engineering Production Employee Level I)

Undertaking up to 37 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality assurance.

An employee at this level performs routine duties essentially of a manual nature and to the level of their training:—

- (a) performs general labouring and cleaning duties;
- (b) exercises minimal judgement;
- (c) works under direct supervision; or
- (d) is undertaking structured training so as to enable them to work at C13 level.

NOTE: This classification level shall not apply to employees who have previously completed up to 3 months employment at this level. Such employees shall be classified no lower than C13. Casual employees shall not be engaged at this level.

3.4.2 Wage Group C13 (Engineering Production Employee Level II)

An employee who has completed up to three months structured training or has equivalent experience so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C14 and to the level of their training:—

- (a) works under direct supervision either individually or in a team environment;
- (b) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
- (c) understands and utilises basic statistical process control procedures.

Indicative of the tasks which an employee at this level may perform are the following:—

- repetition work on automatic, semi-automatic or single purpose machines or equipment;
- assembles components using basic written, spoken and/or diagrammatic instructions in an assembly environment;
- basic soldering or butt and spot welding skills or cuts scrap with oxy-acetylene blow pipe;
- uses selected hand tools;
- boiler cleaning;
- maintains simple records;
- uses hand trolleys and pallet trucks;
- assist in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainees.

3.4.3 Wage Group C12 (Engineering/Production Employee Level III)

An employee who has completed a Production/Engineering Certificate I or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C13 and to the level of their training:—

- (a) is responsible for the quality of their own work subject to routine supervision;
- (b) works under routine supervision either individually or in a team environment;
- (c) exercises discretion within their levels of skills and training.

Indicative of the tasks which an employee at this level may perform are the following:—

- operates flexibly between assembly stations;
- operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at level C13;
- non-trade engineering skills;
- basic tracing and sketching skills;
- receiving, dispatching, distributing, sorting, checking, packing (other than repetitive packing in a standard container or containers in which such goods are ordinarily sold), documenting and recording of goods, materials and components;
- basic inventory control in the context of a production process;
- basic keyboard skills;
- advanced soldering techniques;
- operation of machinery requiring certification at 1D or 1E level;
- operation of mobile equipment including industrial trucks and cranes;
- ability to measure accurately;
- assists one or more tradespersons;
- welding which requires the exercise of knowledge and skills above C13;
- erecting and/or installing television and other electronic impulse transmitting and/or receiving antennae;
- assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainees.

3.4.4 Wage Group C11 (Engineering/Production Employee Level IV)

An employee who has completed a Production/Engineering Certificate II or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C12 and to the level of their training:-

- (a) works from complex instructions and procedures;
- (b) assists in the provision of on-the-job training to a limited degree;
- (c) co-ordinates work in a team environment or works individually under general supervision;
- (d) is responsible for assuring the quality of their own work.

Indicative of the tasks which an employee at this level may perform are the following:-

- uses precision measuring instruments;
- machine setting, loading and operation;
- rigging (certified);
- inventory and store control including:-
 - licensed operation of all appropriate materials handling equipment;
 - use of tools and equipment within the scope (basic non-trades) maintenance;
 - computer operation at a level higher than that of an employee at C12 level;
- intermediate keyboard skills;
- basic engineering, fault finding and repair skills;
- perform basic quality checks on the work of others;
- licensed and certified for industrial truck, machinery and/or crane operating to a level higher than C12;
- has a knowledge of the employer's operation as it relates to the work process;
- lubrication of production machinery and similar equipment;
- assists in the provision of on-the-job training in conjunction with tradespersons and supervisors/trainees;
- in addition to the primary task of assisting tradespersons, is required, as a minor part of their duties, to drive a vehicle (over 1.27t) used in connection with the work of a work team;
- delivery, installation, adjustment and testing of electronic products, not requiring the skill of a tradesperson.

3.4.5 Wage Group C10 (Engineering Tradesperson Level I)

(a) An Engineering Tradesperson Level I is an employee who holds a Trade Certificate or Tradespersons Rights Certificate as an:-

- (i) Engineering Tradesperson (electrical/Electronic) Level 1
- (ii) Engineering Tradesperson (mechanical) Level 1;
- (iii) Engineering Tradesperson (fabrication/vehicle building) Level 1;

and is able to exercise the skills and knowledge of that trade.

An Engineering Tradesperson Level I works above and beyond an employee at C11 and to the level of their training:-

- (A) understands and applies quality control techniques;
- (B) exercises good interpersonal and communications skills;
- (C) exercises keyboard skills at a level higher than C11;
- (D) exercises discretion within the scope of this grade;
- (E) performs work under limited supervision either individually or in a team environment;
- (F) operates all lifting equipment incidental to their work;
- (G) performs non-trade tasks incidental to their work;
- (H) performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
- (I) able to inspect products and/or materials for conformity with established operational standards.

(b) Production System Employee

A Production Systems employee is an employee who, while still being primarily engaged in engineering/production work applies the skills acquired through the successful completion of a trade certificate level qualification in the production, distribution, or stores functions according to the needs of the enterprise. A Production Systems employee works above and beyond an employee at C11 and to the level of their training:-

- (i) understands and applies quality control techniques;
- (ii) exercises good interpersonal communication skills;

- (iii) exercises discretion within the scope of this grade;
- (iv) exercise keyboard skills at a level higher than C11;
- (v) performs work under general supervision either individually or in a team environment;
- (vi) able to inspect production and/or materials for conformity with established operational standards.

Indicative of the tasks which an employee at this level may perform are as follows:—

- approves and passes first off samples and maintains quality of product;
- works from production drawings, prints or plans;
- and adjusts all production machinery in a plant including production process welding to the extent of training;
- can perform a range of engineering maintenance functions including:—
 - removing equipment fastenings including use of destructive cutting equipment;
 - lubrication of production equipment;
 - running adjustments to production equipment;
- able to operate all lifting equipment;
- basic production scheduling and materials handling within the scope of the production process or directly related functions within raw materials/finished good locations in conjunction with technicians;
- understands and applies computer techniques as they relate to production process operations;
- operation of machinery requiring certification at intermediate or advanced boiler operation level or operation of refrigeration including start up, shutdown and/or monitoring of plant;
- high level stores and inventory responsibility beyond the requirements of an employee at C11;
- assists in the provision of on-the-job training in conjunction with tradespersons and trainers;
- has a sound knowledge of the employer's operations as it relates to the production process.

3.4.6 Wage Group C9 (Engineering Tradesperson Level II; Engineering Technician Level I)

(a) An **Engineering Tradesperson Level II** is an:—

- (i) Engineering Tradesperson (electrical/electronic) Level II; or
- (ii) Engineering Tradesperson (mechanical) Level II; or
- (iii) Engineering Tradesperson (fabrication/vehicle building) Level II;

who has completed the following training requirement:—

(A) 3 appropriate modules in addition to the training requirements of C10 level; or

(B) 3 appropriate modules towards an Advanced Certificate; or

(C) 3 appropriate modules towards an Associate Diploma;

or equivalent.

An Engineering Tradesperson Level II works above and beyond a Tradesperson at C10 and to the level of their training:—

- (I) exercises the skills attained through satisfactory completion of the training prescribed for this classification or equivalent;
- (II) exercises discretion within the scope of this grade;
- (III) works under general supervision either individually or in a team environment;
- (IV) understands and implements quality control techniques;
- (V) provides trade guidance and assistance as part of a work team;
- (VI) exercises trade skills relevant to the specific requirements of the enterprise at a level higher than Engineering Tradesperson Level I.

Tasks which an employee at this level may perform are subject to the employee having the appropriate Trade and Post Trade Training to enable them to perform particular tasks.

(b) **Engineering Technician Level I**

An employee who has the level of training and/or experience to a C9 tradesperson or equivalent in the technical fields as defined but is engaged in detail draughting or routine planning or technical tasks requiring technical knowledge.

3.4.7 Wage Group C8 (Engineering Tradesperson Special Class Level I; Engineering Technician Level II)

(a) A **Special Class Engineering Tradesperson Level I** means a:—

- (i) Special Class Engineering Tradesperson (electrical/electronic) Level I; or
- (ii) Special Class Engineering Tradesperson (mechanical) Level I; or

(iii) Special Class Engineering Tradesperson (fabrication/vehicle building) Level I.

who has completed the following training requirements.

(A) 6 appropriate modules in addition to the training requirements of C10 level; or

(B) 6 appropriate modules towards an Advanced Certificate; or

(C) 6 appropriate modules towards an Associate Diploma;

or equivalent.

A Special Class Engineering Tradesperson Level I works above and beyond a Tradesperson at C9 and to the level of their training:–

(I) exercises the skills attained through satisfactory completion of the training prescribed for this classification or equivalent;

(II) provides trade guidance and assistance as part of a work team;

(III) assists in the provision of training in conjunction with supervisors and trainers;

(IV) understands and implements quality control techniques;

(V) works under limited supervision either individually or in a team environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post Trade Training to enable the employee to perform the particular indicative tasks:–

- exercises high precision trade skills using various materials and/or specialist techniques;
- performs operations on a CAD/CAM terminal in the performance of routine modifications to NC/CNC programs;
- installs, repairs, maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems;
- works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits.

(b) Engineering Technician Level II

Engineering Technician Level II means an employee who has the level of training and/or experience of an Engineering Tradesperson Level III or equivalent but is engaged in detailed draughting or planning or technical work which requires the exercise of judgement and skill in excess of that required of an employee at C9 under the supervision of technical staff.

3.4.8 Wage Group C7 (Engineering Tradesperson – Special Class Level II Engineering Technician – Level III)

(a) A Special Class Engineering Tradesperson Level I means a:–

(i) Special Class Engineering Tradesperson (electrical/electronic) Level II; or

(ii) Special Class Engineering Tradesperson (mechanical) Level II; or

(iii) Special Class Engineering Tradesperson (fabrication/vehicle building) Level II or equivalent;

who has completed the following training requirements:–

(A) 3 appropriate modules in addition to the training requirements of C8 level; or

(B) 9 appropriate modules towards an Advanced Certificate; or

(C) 9 appropriate modules towards an Associate Diploma;

or equivalent.

Tradespersons at C8 and to the level of their training:–

(I) exercises the skills attained through satisfactory completion of the training prescribed for this classification or equivalent;

(II) is able to provide trade guidance and assistance as part of a work team;

(III) provides training in conjunction with supervisors and trainers;

(IV) understands and implements quality control techniques;

(V) works under limited supervision either individually or in a team environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post Trade Training to enable the employee to perform the particular indicative tasks:–

- works on machines or equipment which utilise complex mechanical, hydraulic and/or pneumatic circuitry and controls or a combination thereof;

- works on machinery or equipment which utilises complex electrical/electronic circuitry and controls;
- works on instruments which make up a complex control systems which utilises some combination of electrical electronic, mechanical or fluid power principles;
- applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;
- exercises intermediate CAD/CAM skills in the performance of routine modifications to programs;
- working on complex or intricate interconnected electrical circuits at a level above C8;
- working on complex radio/communication equipment.

NOTE: The Post Trade Certificate referred to in this definition is not directly comparable with existing post-trade qualifications and the possession of such qualifications does not itself justify classification of a tradesperson to this level.

(c) Engineering Technician Level III

Engineering Technician Level III means an employee who has the level of training and/or experience of an Engineering Tradesperson – Special Class but is engaged in one of the following areas:–

- (i) detail drafting or planning or technical duties requiring judgement and skill in excess of that required of a Technician at C8 under the supervision of Technical Staff; or
- (ii) possesses a level of training and/or experience at C8 level and exercises cross skilling in technical fields as defined.

3.4.9 Wage Group C6 (Advanced Engineering Tradesperson – Level I Engineering Technician Level IV)

(a) An **Advanced Engineering Tradesperson Level I** means a:–

- (i) Advanced Engineering Tradesperson (electrical/electronic) Level I; or
- (ii) Advanced Engineering Tradesperson (mechanical) Level I; or
- (iii) Advanced Engineering Tradesperson (fabrication/vehicle building) Level I;

who has completed:–

- 12 appropriate modules of an Advanced Certificate; or
- 12 appropriate modules of an Associate Diploma;
- or equivalent accredited training;

or equivalent.

An Advanced Engineering Tradesperson Level I works above and beyond a tradesperson at C7 and to the level of their training:–

- (A) undertakes quality control and work organisation at a level higher than for C7;
- (B) provides trade guidance and assistance as part of a work team;
- (C) assists in the provision of training to employees in conjunction with supervisors/trainers;
- (D) performs maintenance planning and predictive maintenance work not in technical fields;
- (E) works under limited supervision either individually or in a team environment;
- (F) prepares reports of a technical nature on specific tasks or assignments as directed;
- (G) exercises broad discretion within the scope of this level.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post Trade Training to enable the employee to perform that particular indicative task:–

- (I) working on combinations of machines or equipment which utilises complex electronic, mechanical and fluid power principles;
- (II) working on instruments which make up a complex control system which utilise some combination of electrical, electronic, mechanical, fluid power principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry;
- (III) applies computer integrated manufacturing techniques involving a higher level of computer operating and programming skills than for C7;
- (IV) working on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry.

(b) Engineering Technician Level IV

An Engineering Technician Level IV means an employee who has the level of training and skills of an Advanced Engineering Tradesperson – Level I or equivalent but is engaged in one of the following areas to the extent of that training:–

- (i) detailed drafting involving originality of thought which requires the exercise of judgement and skill in excess of that required of a technician at C7 level under the supervision of Technical and/or Professional Staff; or

- (ii) is engaged in planning or technical duties requiring judgement and skill in excess of that required of a Technician at C7 level under the supervision of Technical and/or Professional Staff; or
- (iii) exercises a level or cross skilling in technical fields as defined.

3.4.10 Wage Group C5 (Advanced Engineering Tradesperson Level II; Engineering Technician Level V)

(a) An **Advanced Engineering Tradesperson Level II** means a:-

- (i) Advanced Engineering Tradesperson (electrical/electronic) Level II; or
- (ii) Advanced Engineering Tradesperson (mechanical) Level II; or
- (iii) Special Class Engineering Tradesperson (fabrication/vehicle building) Level II;

who has completed:-

- an Advanced Certificate; or
- 15 modules or second year part-time of an Associate Diploma;
- or equivalent accredited training;

or equivalent.

An Advanced Engineering Tradesperson Level II works above and beyond a Tradesperson at C6 and to the level of their training:-

- (A) provides technical guidance or advice within the scope of this level;
- (B) prepares reports of a technical nature on specific tasks or assignments as directed or within the scope of discretion at this level;
- (C) has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out their task;
- (D) assists in the provision of on-the-job training in conjunction with supervisors and trainers.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post Trade Training to enable the employee to perform the particular indicative tasks:-

- (I) through a systems approach able to exercise high level diagnostic skills on complex forms of machinery, equipment and instruments which utilises some combination of electrical, electronic, mechanical or fluid power principles;
- (II) set up, commission, maintain and operate sophisticated maintenance, production and test equipment and/or systems involving the application of computer operating skills at a higher level than a C6;
- (III) working on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry;
- (IV) working on complex electronics or instruments or communications equipment or control systems which utilise electronic principles and electronic circuitry containing complex analogue and/or digital control systems using integrated circuitry.

(b) **Engineering Technician Level V**

An Engineering Technician Level V has the level of training and/or experience of that of an Advanced Engineering Tradesperson Level II or equivalent but is engaged on one of the following areas:-

- (i) undertakes drafting or planning or technical duties which requires the exercise of judgement and skill in excess of that required at the level of C6; or
- (ii) exercise a level of cross skilling in technical fields as defined, consistent with the training and experience at this grade.

3.4.11 Wage Group C4 (Engineering Associate Level I)

Engineering Associate Level I means an employee who works above and beyond a Technician at Level C5 and has successfully completed 3rd year part-time of an Associate Diploma or equivalent and is engaged in:-

- (a) making of major design drawings or graphics or performing technical duties in a specific field of engineering, laboratory or scientific practice such as research, design, testing, manufacture, assembly, construction, operation, diagnostics and maintenance of equipment facilities or products, including computer software, quality processes, occupational health and safety and/or standards and plant and material security processes and like work; or
- (b) planning of operations and/or processes including the estimation of requirements of staffing, material cost and quantities and machinery requirements, purchasing materials or components, scheduling, work study, industrial engineering and/or material handling process.

3.5 Classification/Reclassification

The classification or reclassification of employees covered by this Award will be carried out in accordance with the provisions contained in clause 3.7 (Classification/ReClassification) of the Engineering Award – State.

PART 4 – HOURS OF WORK**4.1 Hours – Day Workers**

- 4.1.1** The ordinary working hours for employees covered by this Award shall not exceed 37 hours in any one week or 74 hours in any two week period, or 7 hours 24 minutes (7.4 hours) on any one day unless otherwise mutually agreed between the parties. Where mutual agreement exists between the employee and the employer, an employee may work up to ten ordinary hours per day.
- 4.1.2** The ordinary hours of work may be worked on any day of the week Monday to Sunday inclusive. Such hours are to be worked on any four or five consecutive days, and except where otherwise provided or mutually agreed upon, between the hours of 6.00 a.m. and 6.00 p.m.
- The ordinary starting and finishing times of an individual employee or a group of employees may be staggered, provided that there is agreement between the employer and the employee or the majority of employees of the group, as the case may be.
- 4.1.3** Should any employer be unable to obtain sufficient employees to work the spread, Monday to Sunday, then discussions will be held between an official of the appropriate Union, where appropriate, and the employer in an endeavour to resolve the problems.
- 4.1.4** A week is defined in this clause as meaning a period of 4 or 5 consecutive days in any 7 day period, Monday to Sunday, inclusive.
- 4.1.5** Ordinary hours performed on a Saturday or Sunday in the above circumstances will attract overtime rates in accordance with subclauses 4.5.5 and 4.5.6 hereof.
- 4.1.6** Employees who are engaged on a Tuesday to Saturday or Wednesday to Sunday work basis, may be transferred to a Monday to Friday basis, upon the giving by the employer of a one week notice of such change to such employees. The converse work basis and notice would also apply to those employees engaged on a Monday to Friday work basis.

4.2 Hours – Shift Workers

- 4.2.1** The ordinary hours of a shift worker may be worked on Monday to Sunday inclusive.
- 4.2.2** Shifts may be worked to whatever extent is necessary to cope with the work and other than in the case of continuous shift workers, may be worked on a one, two or three shift system.
- 4.2.3** The ordinary hours of work for shift workers, covered by this Award shall not exceed 7.4 hours in any one shift or 37 hours in any one week, unless otherwise agreed by the employer and the employee(s) concerned:

Provided that the ordinary hours of work referred to above may be exceeded in any one 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 37 and may be worked according to a roster agreed upon by the employer and the employee to suit the needs and circumstances of each establishment:

Provided further that the first shift of the week may commence on a Sunday at or after 11.00 p.m. and any time worked between 11.00 p.m. Sunday and midnight Sunday shall be regarded as time worked on Monday. Shift and continuous workers shall be allowed 30 minutes for crib without loss of pay to be taken in such manner as not to interfere with the continuity of work in the establishment.

- 4.2.4** Provided a period of 8 hours has elapsed from the time employees cease work on their previous day, any day worker may be called upon to do shift work and work thereafter the usual hours for shift work, and any shift worker may be transferred to day work and work thereafter the usual hours for day workers and the hours worked shall be considered their ordinary working hours and overtime rates shall not be payable therefor.
- 4.2.5** The ordinary working hours and starting and finishing times of shift and continuous shift workers may be worked according to a roster to be agreed upon between the employer and the representative of the employees, where appropriate, in any particular establishment.
- 4.2.6** For the purposes of this Award:–

Continuous Shift Work shall mean work that is continuous for twenty-four hours per day for an unbroken period exceeding one week involving relays of employees working successive shifts. Such work may be arranged to allow for the rotation of shifts.

Shift Work shall mean all other forms of work arrangements other than as provided in clause 4.1 for day workers.

- 4.2.7** No afternoon or night shift shall be recognised as such unless the employee works not less than one week according to the relevant roster.

4.3 Shift Allowances

- 4.3.1** For the purpose of this clause, shifts may be of three classes namely day shift, afternoon shift and night shift.
- “Day shift” means a shift starting at or after 6.00 a.m. and at or before 10.00 a.m.
- “Afternoon Shift” means a shift finishing after 6.00 p.m. and at or before midnight.
- “Night Shift” means a shift finishing after midnight and at or before 12.00 noon.
- 4.3.2** An employee on afternoon shift shall be paid the ordinary hourly rate for the classification in which the employee is employed under this Award, plus an allowance of 15% per shift.
- 4.3.3** An employee on night shift shall be paid the ordinary hourly rate for the classification in which the employee is employed under this Award, plus an allowance of 20% per shift.
- 4.3.4** Shift allowances shall not be taken into account for the purpose of calculating overtime.

- 4.3.5 All work performed on their ordinary shifts by continuous shift workers between midnight Friday and midnight Saturday shall be paid at the rate of time and a-half and between midnight Saturday and midnight Sunday shall be paid at the rate of double time.

4.4 Meal Periods

- 4.4.1 Unless otherwise provided herein all employees shall be allowed time for a meal not later than five hours after their ordinary starting time each day provided that the time allowed for such meal shall not be less than one-half hour. Such meal times are not included in an employee's ordinary hours of work.
- 4.4.2 An employee who is required to work overtime for more than one hour after the normal ceasing time shall be allowed 30 minutes for a crib after the first hour worked, without deduction of pay. Where an employee does not receive notice on the previous day to work such overtime, he/she shall be paid a meal allowance of \$7.50 or be provided with a meal by the employer. If such employee continues to so work such employee shall be allowed an additional meal or \$7.50 in lieu thereof for each completed four hours after the first hour.
- 4.4.3 Once a meal time has been fixed the meal time shall not be changed unless by agreement between the employer and the employee.
- 4.4.4 During all overtime worked and emergency work on Statutory holidays a 30 minute paid crib will be given after each four hours worked.
- 4.4.5 Meal hours or portion of meal hours worked shall be paid at the rate of double time. When a meal hour is worked there shall be a break of 30 minutes as soon as possible thereafter for crib for which no deduction shall be made.

4.5 Overtime

- 4.5.1 All time worked outside the ordinary working hours prescribed by clauses 4.1 and 4.2 of this Award on any day will be deemed to be overtime.
- 4.5.2 All overtime except as hereinafter provided, shall be paid for at one and a-half times the ordinary rate for the first three hours and double time thereafter.
- 4.5.3 All overtime worked by shift workers, except as hereinafter provided, shall be paid for at double time. Shift allowances shall not be considered for the purpose of calculating overtime.

Example – Employee on afternoon shift works one hour overtime (Hourly rate = \$14.00)

<i>Ordinary Hours:</i>	<i>7.4 x \$14.00</i>	<i>\$103.60</i>
<i>Shift Allowance:</i>	<i>\$103.60 x 15%</i>	<i>\$15.54</i>
<i>Overtime:</i>	<i>1 x 2T x \$14.00</i>	<i>\$28.00</i>
<i>TOTAL</i>		<i>\$147.14</i>

- 4.5.4 The number of ordinary working hours for afternoon or night shift workers shall be the same as is provided in this Award for day workers, and any time worked in excess of such ordinary working hours by afternoon or night shift workers shall be paid for as overtime at the rate of double time.
- 4.5.5 If employees (other than shift workers) are called upon to work overtime commencing on Saturday, they shall be paid at one and a-half times the ordinary rate for the first three hours and double time thereafter, with a minimum period of three hours work or payment therefor:
- Provided that where employees are required to work between midnight and 6.00 a.m. they shall be paid at the rate of double time for all times so worked up to the ordinary starting time.
- 4.5.6 An employee who is required to work on Sunday shall be paid the rate of double time for such work with a minimum period of four hours' work or payment therefor. Except in the case of a shift worker whose shift commences or ceases on Sunday the four (4) hour minimum shall not apply.
- 4.5.7 An employee shall work reasonable overtime as required by their employer.
- 4.5.8 An employee who works so much overtime:–

- (a) between the termination of ordinary work on one day or shift, and the commencement of ordinary work on the next day or shift that an employee has not at least ten consecutive hours off duty between these times, or
- (b) on Saturdays, Sundays and holidays not being ordinary working days or on a rostered day off, without having had ten consecutive hours off duty in the twenty-four hours preceding his/her ordinary commencing time on the next ordinary day or shift; shall subject to this subclause, be released after completion of such overtime until such employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer such an employee resumes or continues work without having had such ten (10) consecutive hours off duty, such employee shall be paid double time rates until such employee is released from duty for such period and shall then be entitled to be absent until such employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of this subclause shall apply in the case of shift workers who rotate from one shift to another as if eight (8) hours were substituted for ten (10) hours when overtime is worked:–

- (i) For the purpose of changing shift rosters; or
- (ii) Where a shift worker does not report for duty; or
- (iii) Where a shift is worked by arrangement between the employees themselves.

4.6 Call Back

An employee recalled to work overtime after leaving the employer's business premises, whether notified before or after leaving the premises, shall be paid for a minimum of four hours' work at the appropriate rate for each time so recalled; provided that except in the case of unforeseen circumstances arising the employee shall not be required to work the full four hours, if the job such employee was recalled to perform is completed within a shorter period; provided further that where an employee on call back performs more than four hours actual work on each recall, payment shall be at the appropriate rate for all time from home to return. This clause shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside such 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.

Overtime worked in the circumstances specified in this clause shall not be regarded as overtime for the purpose of clause 4.5.8 of this Award when the actual time worked is less than three hours on such recall or on each of such recalls.

4.7 Rest Pauses

Where practicable, every employee covered by this Award shall be entitled to a rest pause of fifteen minutes duration in the employer's time in the first and second half of his/her daily work. Such rest pauses to be taken at such times as will not interfere with the continuity of work where continuity is essential.

PART 5 – STATUTORY HOLIDAYS, LEAVE

5.1 Statutory Holidays

5.1.1 Employees, other than casuals, will be entitled to the following holidays without loss of pay:–

New Years Day
Australia Day
Good Friday
Easter Saturday
Easter Monday
Anzac Day
Sovereign's Birthday
Labor Day
Christmas Day
Boxing Day
Exhibition Day

5.1.2 All work performed by any employee on any of the days mentioned at clause 5.1.1 shall be paid for at the rate of double time and a-half, with a minimum period of four hours work or payment therefor.

5.1.3 Provided that, at the employer's discretion the Australasian Meat Industry Employees' Union Picnic Day shall be observed as a Holiday in lieu of the birthday of the Sovereign.

5.1.4 For the purposes of this provision where the rate of pay is a weekly one, "double time and a-half" shall mean one and a-half day's wages in addition to the prescribed weekly rate or *pro rata* if there is more or less than a day.

5.1.5 All time worked on any of the aforesaid holidays outside the ordinary starting and ceasing times prescribed by this Award for the day of the week on which such holiday falls, shall be paid for at the ordinary overtime rate prescribed by this Award.

5.1.6 An employee who having been dismissed or stood down by the employer during the month of December, in any year, shall, if re-employed by that employer at any time before the end of the month of January in the next succeeding year, if the 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 dismissal or standing down to and including the date of the employee's re-employment as aforesaid.

5.1.7 An employee who is required by the employer to work on any of the foregoing holidays and who fails to do so, shall not be entitled to payment for such holiday, unless such employee furnishes the employer with a satisfactory reason for failure to carry out the request of the employer.

5.2 Annual Leave

5.2.1

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

- (i) not less than five weeks if employed on shift work where three shifts per day are worked over a period of seven days per week;
- (ii) not less than four weeks in any other case.

(b) Such annual leave shall be exclusive of any statutory holiday which may occur during the period of that annual leave and (subject to clause 5.2.2) shall be paid for by the employer in advance:–

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

- (c) If the employment of an employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the 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, payment calculated in accordance with clause 5.2.2, for four or five weeks, as the case may be and also ordinary pay for any statutory holiday occurring during such period of four or five weeks.
- (d) 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 5/47 of the pay for the period of employment, if such employee is an employee to whom paragraph (a)(i) above applies, and 4/48 of the pay for the period of employment if such employee is an employee to whom paragraph (a)(ii) above applies, calculated in accordance with clause 5.2.2.

5.2.2 Calculation of Payment for Annual Leave

Payment for annual leave, including any proportionate payments, shall be calculated as follows:-

- (a) *Shift Workers* – Subject to paragraph (c) hereof the rate of pay 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 holiday shifts.
- (b) *Leading Hands etc* – Subject to paragraph (c) hereof Leading Hands Allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during Annual Leave.
- (c) *All Employees* – Subject to paragraph (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 rate of pay as prescribed by the Award for the period of the Annual Leave (excluding shift premiums and weekend penalty rates);
 - (ii) Leading Hand Allowances;
 - (iii) Tool Allowance;
 - (iv) A further amount calculated at the rate of seventeen and one-half per centum of the amounts referred to in provisions (i) and (ii) of this paragraph.
- (d) The provisions of paragraph (c) hereof shall not apply to the following:-
- (i) Any period or periods of Annual Leave exceeding:-
 - (A) five weeks in the case of an employee employed in a calling where three shifts per day are worked over a period of seven days per week; or
 - (B) four weeks in any other case.
 - (ii) Employees who are receiving an annual holiday bonus, loading or other annual holiday payment which is not less favourable.

5.2.3 Unless the employee shall otherwise agree the employer shall give the employee at least fourteen days notice of the date from which annual leave shall be taken.

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

5.2.5 If a holiday mentioned in clause 5.1 falls on a day on which a shift worker or continuous worker is rostered off the employee shall have an extra day added to their annual leave.

5.2.6 If an employee suffered personal illness for a period of 5 days or more whilst on annual leave, such employee shall be entitled to have the sick leave entitlement debited and annual leave entitlement credited to the extent of that period, provided that:-

- (a) the employee concerned furnishes the employer satisfactory proof of such illness and the period thereof;
- (b) the employee has sufficient sick leave entitlement to his/her credit.

Such further period of annual leave, arising out of the above, may be taken at such time as the employer and employee so agree.

5.3 Sick Leave

5.3.1 An employee shall accrue sick pay at the rate of 0.0307 hours per ordinary hour worked.

In the case of an employee who has completed four or more year's service with the employer, the employee shall accrue sick pay at the rate of 0.0384 hours per ordinary hour worked.

An employee shall only be entitled to be paid such sick pay as stands to the employee's credit.

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

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

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

5.3.4

(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 granted by the employer;
- (ii) The employee having been dismissed or stood down by the employer, or the employee having himself or herself terminated the employment with the employer for any period not exceeding three months;

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

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

For the purpose of this clause the words “wife” and “husband” shall include a person who lives with the employee as a *de facto* wife or husband:

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

5.5 Long Service Leave

5.5.1 An employee covered by this Award shall be entitled to long service leave in accordance with the provisions of Chapter 2 Part 3 of the *Industrial Relations Act 1999*.

5.5.2 Chapter 2 Part 3 of the *Industrial Relations Act 1999* shall be supplemented as hereinafter provided:—

In the case of an employee who has completed at least 15 years continuous service with the employer and whose engagement is terminated by the employer, for any reason other than serious misconduct, or upon the death of the employee, the employee shall be entitled to, in respect of the number of years service with the employer completed since the employee last became entitled to an amount of long service leave a proportionate amount on the basis of 13 weeks for 15 years service.

5.6 Family Leave

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

PART 6 – GENERAL

6.1 Clothing

The employer shall supply and launder the work clothes of an employee subject to the following conditions:—

- 6.1.1** The clothing shall remain the property of the employer.
- 6.1.2** If an employee fails to take reasonable care or fails to return such clothing, the employer may recover from the employee concerned the value of such clothing or may deduct the value of such clothing from any monies payable to such employee.
- 6.1.3** Work clothes shall be defined as overalls or work shirts and work trousers.

6.2 Safety Boots

The employer shall provide safety boots to an employee and such boots shall be replaced as required, provided the employer is satisfied the boots have sustained fair wear and tear.

6.3 Commencement Date

This Award shall have application and force of law from the first day of September, 2000. The previous Award entitled Meat Industry (Private Export Companies) Mechanical Etc. (Interim) Award – State effective from 27 July 1999 is hereby repealed and replaced by this Award.

Dated this twenty-fourth day of August, 2000.

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

Operative Date: 1 September 2000
Repeal and New Award – Meat Industry (Private Export
Companies) Mechanical Etc.

Released: 7 September 2000

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 – s. 274 – General Powers of the Commission***Queensland Nurses' Union of Employees AND Queensland Chamber of Commerce and Industry Limited,
Industrial Organisation of Employers and Others (No. B1019 of 1998, B1298 of 2000, B1299 of 2000)**VICE PRESIDENT LINNANE
COMMISSIONERS BLOOMFIELD AND SWAN

7 September 2000

Applications to set aside summons – applications made on grounds of relevance and oppression – documents sought found to be relevant – aspects of summons oppressive.

DECISION

We have before us two applications to set aside summonses served by the Queensland Nurses' Union of Employees (QNU) on various persons and organisations seeking the production of certain documents. The first is an application by the Queensland Chamber of Commerce and Industry Limited Industrial Organisation of Employers (QCCI) representing Aged Care Queensland, Fleming Health Services Pty Ltd and certain organisations identified in Exhibit 22 in these proceedings ie. thirteen of the fifteen organisations who filed a separate Response in B1019 of 1998 to that filed by the QCCI on behalf of Aged Care Queensland and the Australian Nursing Homes and Extended Care Association of Queensland Limited (ANHECA). Those summonses can be categorised into two groupings. One grouping being those that relate to persons who have supplied affidavit material in this proceeding and the organisations that they, in their material, purport to represent ie. Group A below. The other grouping represents summonses that have been served on various organisations listed in Exhibit 22 ie. Group B below.

Group A. Sandra Glaister, Good Shepherd Nursing Home, Townsville
Jill Harper, St. Pauls Lutheran Aged Care, Caboolture
Pam Bridges, Zion Lutheran Nursing Home, Nundah
Deborah Bettens, Coorparoo Nursing Centre, Coorparoo
Brenda Heywood, Central and Upper Burnett Home for the Aged, Gayndah
Glen Bunney, Sundale Garden Village, Nambour
Gold Coast Nursing Home
Sundale Garden Village, Nambour
Zion Lutheran Nursing Home, Nundah
Coorparoo Nursing Centre, Coorparoo
CNC Pty Ltd, Coorparoo
Good Shepherd Nursing Home, Townsville
Central and Upper Burnett Home for the Aged, Gayndah
Fleming Health Services Pty Ltd
St. Pauls Lutheran Aged Care, Caboolture
Freemasons Nursing Home, Sandgate

Group B. Alchera Park Pty Ltd, Calliope
Roman Catholic Trust Corporation for the Diocese of Rockhampton
Clanwilliam Pty Ltd
Franciscan Sisters of the Heart of Jesus (Qld), West Mackay
Forest Place Group Limited
Hibernian (Qld) Friendly Society Ltd, Scarborough
Mercy Aged Care Services Incorporated, Nudgee
People Care Pty Ltd, Nerang
Quality Aged Care Pty Ltd
Tricare Ltd, Mt. Gravatt

ANHECA supports the application by the QCCI and seeks to have similar summonses served on persons and organisations that they represent also set aside. Once again these summonses fall into similar groupings and are as follows:–

Group A. Joan Hooper, Amarina Nursing Home, Windsor
Mary Ann Edwards, Resthaven, Mackay
Resthaven, Mackay
Beverley Dawkins

Group B. Amarina Nursing Home, Windsor
Amarina Investments Pty Ltd, Windsor
Jomal Pty Ltd Caboolture

The second application (B1298 of 2000) is an application to set aside summonses served on the Uniting Church in Australia (Queensland Synod) and Catherine Carmel Hindmarsh. Given the submissions made by Mr Bennett on behalf of the Uniting Church in Australia (Queensland Synod) the QNU has indicated that it intends to serve a new Summons on David Angel of the Uniting Church Property Trust in Australia (Q), Blue Care Division. This decision of the Commission does not relate to those three summonses and, if necessary, the Commission will decide those matters when, and if, there is service of the summons referred to and the parties have had the opportunity to address the issues relevant to those summonses.

Each of the summonses to which this decision relates seeks the production of the following documentation:–

1. All documents constituting the balance sheet, statement of assets and liabilities and statements of income and expenditure including the audited financial statements for the respective organisation for the financial years ended 1996, 1997, 1998, 1999 and 2000, whether the financial year is accounted from July – June or by reference to some other month.
2. All duty statements for nursing staff, including the Directors of Nursing or the Directors of Care, Unit Managers, Clinical Nurse Consultants, Registered Nurses, Enrolled Nurses, Assistant Nurses, Personal Care Attendants howsoever called and the rosters of those staff for each shift for the years 1998, 1999 and 2000.

It is noted that the recipients of the summonses have not provided any material in response to the summonses and do not rely upon any affidavit material as to the ability or otherwise of each of the recipients to respond to the summonses.

Mr Horneman-Wren (for the QCCI and certain organisations referred to in Exhibit 22) contends that the financial documents, duty statements and rosters are not relevant to the issues in this proceeding. He also submits that the requests for the documentation as framed in the various summonses are oppressive. ANHECA has adopted a similar position.

Group A

The recipients of summonses in this group are either persons who have provided affidavit material disputing the financial viability of the organisations they purport to represent should the QNU application be successful or the various organisations that those persons purport to represent. Mr Horneman-Wren contends that the individual persons are not the proper officers to whom a summons of the type issued should be directed ie. they are not the appropriate officers in their organisations to which such a summons need be directed and/or they do not have the financial records, duty statements or rosters in the custody, control or possession. The position is however that such persons, generally Directors of Nursing in the various establishments, have sworn to the fact that their particular organisations could not meet the cost of the QNU's claim in respect of staffing ratios if granted and/or have provided evidence of the duties performed by various staff members and/or the rostering arrangements in their particular establishment.

The QNU in paragraph 4 of its written outline of submissions in this matter has detailed various parts of the affidavit material that goes to the issue of the financial viability of the various organisations should the QNU application be successful. Examples include paragraph 17 of the Affidavit of Joan Hooper and paragraph 70 of the Affidavit of Glen Lachlan Bunney. The QNU is entitled to test the evidence of such witnesses. We are therefore of the view that the material contained in item 1 in the summonses to persons who are witnesses for the Respondents and/or the organisations that those witnesses purport to represent are relevant and ought to be produced. We are of the view that there is nothing onerous in seeking the financial documentation for the financial years ended 1996, 1997, 1998, 1999 and 2000. Given the nature of the documentation sought that such documentation should be easily accessible by the particular organisations. Such documentation is therefore to be produced to the Commission on Monday 11 September, 2000 at 9.30am.

As to the duty statements and rosters sought in paragraph 2 of each of the summonses we are of the view that the material sought is relevant to the issues in this proceeding. We have however formed the view that the extent of the material sought is oppressive in circumstances where the summonses have only been served within days of the first day of hearing. As such we would limit the documents to be produced to the following:-

“All duty statements for nursing staff, including the Directors of Nursing or the Directors of Care, Unit Managers, Clinical Nurse Consultants, Registered Nurses, Enrolled Nurses, Assistant Nurses, Personal Care Attendants howsoever called and the rosters of those staff for each shift in the months of February and October in each of the years 1998 and 1999 and the month of February, 2000.”.

We understand that this material maybe somewhat more difficult to obtain and would require such material to be produced to the Commission on Monday 18 September, 2000 at 10.30am.

Group B

As for those organisations in Group B the QCCI and ANHECA rely on their submissions in relation to the Group A persons and organisations but in addition contend that as no persons from such organisations have provided affidavit material in these proceedings they should not be singled out to produce the documentation sought. It is further submitted that as these organisations have not deposed to the financial capacity or otherwise to meet the claims of the QNU should the application be successful, the relevance of the documentation sought from them is even further diminished.

All of the organisations who are in receipt of these summonses are members of Aged Care Queensland or ANHECA. A Joint Response and Counter Proposal was filed on behalf of both organisations by the QCCI on 9 October, 1998. Paragraph 21 of the particulars of their Response is as follows:-

“Agreed, parts of the application if approved, will substantially impact on the financial viability of many employers in the industry which will result in existing employees being made redundant and/or closure of aged care facilities which ultimately, is to the detriment of aged persons in our society.”.

An additional Response to this application was filed on behalf of those fifteen organisations listed in Exhibit 22 on 4 March, 1999 ie. a Response filed on behalf of the organisations referred to in Group B above. Paragraph 21 of that Response is as follows:-

“Denied. If the application is approved, it will substantially impact on the financial viability of many employers in the Industry which will result in existing employees being made redundant and/or closure of Aged Care facilities which ultimately is contrary to the public interest and detrimental to aged persons in society.”.

The various Responses and Counter Proposals filed on behalf of these fifteen organisations contained a similar clause until the filing of an Amended Response on 12 July, 2000. That Amended Response contained an incorrect attachment and was replaced on 3 August, 2000 with the filing of the correct document. The Amended Response filed on 3 August, 2000 provided as follows:-

“... 2. The Applicants for the Retirement, Residential and Community Care Award adopt the responses of both those organisations as put by their representatives, except to the extent that those organisations are seeking by consent or otherwise a new award to be known as the Nurses Aged Care Award – State...”.

Accordingly these fifteen organisations still contend that the application, if approved, would substantially impact on the financial viability of many employers in the industry.

In addressing the relevance of material contained in the Response documents Mr Horneman-Wren drew the Commission's attention to the transcript of proceedings on 13 July, 2000 before Commissioner Bloomfield. It was submitted that the QNU on that occasion basically conceded that the Responses were not the parameters of the issues in dispute in this matter but rather the issues would be those contained in the Affidavit material (once it was filed). On 13 July, 2000 Mr Horneman-Wren sought, on behalf the QCCI, to obtain further and better particulars of paragraphs 14 and 15 in the QNU's statement of material facts. The request for further and better particulars is Exhibit 20 in these proceedings. The Commission's attention was drawn to the following passage on p. 189 of transcript:-

“COMMISSIONER BLOOMFIELD: I am concerned about how the case might proceed if issues such as those which are spelt out in Mr Horneman-Wren's document are not addressed by QNU. I mean, 14 and 15 are fairly fundamental to the application.

MR ROSS: That's correct, Commissioner, they are, but it would be our view and that – the answer to Mr Horneman-Wren's questions would be revealed in the affidavit material that they will have the opportunity to peruse once filed."

In the context in which those comments were made it does not appear to follow that the QNU was making the concession that Mr Horneman-Wren now proposes.

Aged Care Queensland, ANHECA and the Fifteen organisations listed in Exhibit 22 retain the defence that the granting of the QNU's application would "substantially impact on the financial viability" of the industry as a whole or on a particular organisation. Those organisations will need to provide this Commission with evidence of that "impact". The issue has already been raised in the Affidavit material filed in this proceeding. Mr Bunney, President of Aged Care Queensland Incorporated, concludes in his Affidavit that the issue of staffing ratios "is a matter of sustainability" and that the "implementation of the ratio mix" will "place the majority if not all operators into possible closure". The Commission will need to be provided with material which has been "vigorously tested": see *Re Application by Queensland Motel Employers' Association, Industrial Organisation of Employees for exemption from General Ruling* (1998) 158 QGIG 446 and *Re State Wage Case* (1996) 122 QGIG 481. The financial documentation sought in the summonses may enable the QNU to test that assertion.

We have formed the view that the financial documentation sought in respect of the Group B summonses are relevant to the determination of this matter. We do not find the request to be oppressive. Such documentation is to be produced to the Commission on Monday 11 September, 2000 at 9.30am.

Our earlier comments in relation to the duty statements and rosters is also applicable to the Group B summonses. We would limit the documentation to be produced to the duty statements and rosters in respect of each shift in the months of February and October in each of the years 1998 and 1999 and the month of February, 2000. This documentation is to be produced to the Commission on Monday 18 September, 2000 at 10.30am.

Order accordingly.

D.M. LINNANE, Vice President.

A.L. BLOOMFIELD, Commissioner.

D.A. SWAN, Commissioner.

Appearances:-

Mr S. Howells of counsel, instructed by Mr S. Ross for the Queensland Nurses' Union of Employees, with him Mr M. Healy.

Mr A. Horneman-Wren of counsel, instructed by McCullough Robertson for the Queensland Chamber of Commerce and Industry Limited, Industrial Organisation of Employers, Fleming Health Services Pty Ltd and Others.

Mr A. Herbert of counsel, instructed by Mr C. Simpson for The Australian Workers' Union of Employees, Queensland.

Mr R. Reed of counsel for the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees.

Mr S. Bennett of Deacons for Catherine Carmel Hindmarsh, The Uniting Church in Australia (Queensland Synod) and The Uniting Church in Australia Property Trust.

Mr C. J. Murdoch of counsel for Queensland Health.

Mr N. Timo of the Miles Witt Partnership for the Australian Nursing Homes and Extended Care Association of Queensland Limited, Churches of Christ Care and Others.

Released: 7 September 2000

#####

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 335 – application for costs

Bruce Low (Medical) Pty Ltd AND Renae Gai Dowling (No. B1763/99)

COMMISSIONER SWAN

6 September 2000

Application for costs by Respondent – Respondent warned about costs – Original application had merit – Applicant not warned about costs – Application for costs dismissed.

DECISION

On 5 July, 2000 the Commission dismissed an application for reinstatement made by Ms Dowling against Bruce Low Medical Pty Ltd.

The respondent now asks that the applicant in that matter, Ms Dowling, pay the costs it incurred in defending the claim made by her.

Section 335 of the *Industrial Relations Act 1999* relevantly states:-

“(1) The Court or Commission may order a party to an application to pay costs incurred by another party only if satisfied –

- (a) the party made the application vexatiously or without reasonable cause; or
- (b) for an application for reinstatement – the party caused costs to be incurred by the other party because of an unreasonable act or omission connected with the conduct of the application.

(2) In this section –

‘costs’ include legal and professional costs and disbursements and witness expenses.”

I note that at the initial conference held before the Commission prior to the formal hearing, the Commissioner warned the respondent that costs may be awarded against it were the matter to proceed.

As is occasionally the case in these matters, evidence adduced during the course of a hearing can place a different perspective on issues than might have first been held by a Commissioner when the matter was at the conference stage. That apparently occurred in this matter.

In making my decision, I accepted evidence that Ms Dowling had always intended leaving the employment of Dr Low, whilst acknowledging that Mrs Low was a contributor to her state of ill-ease in her employment.

With that and other issues in mind, however, I have exercised caution in addressing the question of whether to award costs in favour of the respondent.

Ms Dowling is a relatively young woman who, whilst represented, clearly had a strong argument in her favour in terms of her interactions with her aunt, Mrs Low. I deemed the work environment to be unpleasant for Ms Dowling largely as a consequence of Mrs Low’s behaviour.

While that point ultimately was not the determinant in the case, I am unable to form the view that Ms Dowling inappropriately pursued her claim against her former employer sufficient to enliven the relevant costs section of the *Industrial Relations Act 1999*. Certainly, Ms Dowling was not on warning from the Commission at the conference stage to desist from pursuing her claim.

Many issues raised in the formal hearing were not mentioned in the final reinstatement decision, however, Ms Dowling was herself the subject of many highly disturbing allegations made by the respondent. If anything, it appeared that some witnesses were content, had they been so permitted, to enter into a “boots and all” fight to the death to discredit each other. Regrettably, family feuds can occasionally follow this course.

The matter is best left where it now stands. The parties should bear their own costs. As such, I dismiss the application for costs against Ms Dowling.

Dated this sixth day of September, 2000.

D.A. SWAN, Commissioner.

Appearances:–

Mr C. A. White, instructed by Roberts Nehmer McKee Lawyers, for the Applicant.

Released: 7 September 2000

Mr M. Pope, instructed by Wilson Ryan & Grose Lawyers, for the Respondent.

#####

QUEENSLAND INDUSTRIAL REGISTRAR

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

Queensland Police “Union of Employees” (No. Q33 of 2000)

REGISTRAR EWALD

11 September 2000

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

DECISION

On 29 August 2000 the Queensland Police “Union of Employees” lodged with in the Registry under section 481 of the *Industrial Relations Act 1999*, the information as prescribed in section 53 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
Conference Delegate	
Far Northern Region	1 from each group
Northern Region	1 from each group
Central Region	1 from each group
North Coast Region	1 from each group
Southern Region	1 from each group
South East Region	1 from each group
Metropolitan North Region	1 from each group
Metropolitan South Region	1 from each group
Headquarters and Support Region.....	1 from each group

Rule 22 provides for Conference Delegates to be elected annually. Each Region is divided into Groups and one financial member is to be elected for each group. The Industrial Organisation’s Rules define the stations for each group however as stations open and close, the Industrial Organisation has included supporting material for the changes to the stations in the various groups.

Under Rule 23 nominations are to be called not later than 5 months prior to the dates set for Annual Conference and shall be received no later than the end of the month in which they are called. The Annual Conference has been set for March, 2001 therefore nominations are to be called in October. In the month that nominations are to be called, the QPUE shall cause to be published in that month’s Journal a full page advice of the calling of such nominations, how members may nominate and the conditions surrounding nominations.

I have considered the application, the Act and Rules and I find that the election being sought is for positions of office within the meaning of the Act.

I am satisfied that an election for the above named positions is required to be held under the Rules of the Industrial Organisation.

Therefore, under section 482 of the *Industrial Relations Act 1999*, I am making arrangements for the conduct of the election of the above named positions by the Electoral Commission of Queensland.

Dated this eleventh day of September, 2000.

E. EWALD,
Registrar

Released: 11 September 2000

QUEENSLAND INDUSTRIAL REGISTRAR

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

Consulting Surveyors Queensland Industrial Organisation of Employers (No. Q34 of 2000)

REGISTRAR EWALD

12 September 2000

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

DECISION

On 7 and 12 September 2000 the Consulting Surveyors Queensland Industrial Organisation of Employers lodged in the Registry under section 481 of the Industrial Relations Act 1999, the information as prescribed in section 53 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
Chairman.....	1
Senior Vice Chairman.....	1
Junior Vice Chairman.....	1
Immediate Past Chairman.....	1
Secretary/Treasurer.....	1
Councillor.....	5

Reason for Election

The Industrial Organisation advises that the transitional term of office from the date of registration as an industrial organisation has expired.

Timing of Election

No date is prescribed by the Rules for the opening of nominations 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.

No specific meeting date is set by the rules other than that the Annual General Meeting shall be held within five months of the end of each financial year. The organisation has advised that the Annual General Meeting for this year will be on 15 October 2000. Therefore taking into account the indefinable time frame for the opening of nominations for the purpose of lodgment of the prescribed information (i.e. 2 months prior to the calling of nominations) I find that the prescribed information was not filed within the time frame prescribed by the Act.

Notwithstanding I am prepared to exercise my discretion and extend the prescribed time for filing of such information to 12 September 2000.

Method of Elections

I am satisfied that the election is a direct voting system by way of a secret postal ballot of members.

I have considered the request, the Act and Rules and I find that the election being sought is for positions of office within the meaning of the Act.

I am satisfied that an election for the above named positions is required to be held under the Rules of the Industrial Organisation.

Therefore, under section 482 of the Industrial Relations Act 1999, I am making arrangements for the conduct of the election of the above named positions by the Electoral Commission of Queensland.

Dated this twelfth day of September, 2000.

E. EWALD, Registrar

Released: 12 September 2000

#####

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Dru Elliot Powell AND Sailpave Pty Ltd (No. W99 of 2000)

COMMISSIONER BECHLY

7 September 2000

ORDER

THIS matter coming on for hearing before the Commission at Brisbane on 20 July and 11 August 2000, this Commission doth order as follows:-

1. That Sailpave Pty Ltd pay to Peter Brans a gross payment of \$2,153.85 within twenty-two days from the date of release of this Order.
2. The Respondent to be responsible for the deduction of PAYE tax from the amount in paragraph 1.

Dated this eleventh day of August 2000.

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

Operative Date: 11 August 2000
Order – Unpaid Wages
Released: 11 September 2000

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 278 – order for unpaid wages, pro rata annual leave and wages in lieu of termination notice

Victor Henry Borghero AND Barbara Alogdellis (No. W151 of 2000)

COMMISSIONER BROWN

11 September 2000

ORDER

THIS matter coming on for hearing before the Commission at Brisbane on 11 September 2000, this Commission, after having decided that Alev Devrish was underpaid wages, pro rata annual leave and wages in lieu of termination notice by Barbara Alogdellis of Rochedale, in accordance with the Hairdressers' Industry Award – State, doth order as follows:-

- 1. That Barbara Alogdellis pay to Alev Devrish the amount of \$641.55 in respect of unpaid wages for the period 1 July 1999 and 2 November 1999.
2. That Barbara Alogdellis pay to Alev Devrish the amount of \$838.31 in respect of pro rata annual leave for the period between 1 July 1999 and 2 November 1999.
3. That Barbara Alogdellis pay to Alev Devrish the amount of \$518.90 in respect of wages in lieu of termination notice for the period between 1 July 1999 and 2 November 1999.
4. That the amounts set out in paragraphs 1 to 3 of this Order are to be paid by no later than 9 October 2000.

Dated this eleventh day of September, 2000.

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

Operative Date: 11 September 2000
Order – Arrears of Wages
Released: 12 September 2000

#####

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 679 – confidential material tendered in evidence

NURSES AGED CARE INTERIM AWARD – STATE (No. B1019 of 1998)

VICE PRESIDENT LINNANE
COMMISSIONER BLOOMFIELD
COMMISSIONER SWAN

13 September 2000

SUPPRESSION ORDER

THIS Commission, after hearing the parties to the above matter in Brisbane on 13 September 2000, doth hereby Order pursuant to s. 679 of the Industrial Relations Act 1999, that the name of the facility known as the Zion Lutheran Home be prohibited from publication until further order of this Commission.

This Order shall take effect from the thirteenth day of September, 2000.

Dated this thirteenth day of September, 2000.

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

Operative Date: 13 September 2000
Order – Suppression
Released: 13 September 2000

#####

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. B974 of 2000)

MOTORING SERVICES AWARD – SOUTH-EASTERN DISTRICT

COMMISSIONER EDWARDS

24 August 2000

AMENDMENT

THIS matter coming on for hearing before the Commission at Brisbane on 24 August, 2000, this Commission doth order that the said Award be amended as follows as from the first day of November, 2000:-

- 1. By deleting subclause (1) of clause 8 (Penalty Rates and Allowances) and inserting the following in lieu thereof:-

“(1) *Shift Work* – In addition to the rates of pay prescribed by clause (6) (Wages and Allowances) employees whilst engaged on afternoon shift and night, as defined shall be paid an additional penalty rate as follows:

- | | |
|------------------------------------|--|
| (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) |

This extra shift rate shall not apply to shift work performed on Saturday and Sunday where extra payments apply for continuous shift work:

Provided that for the purposes of this subclause, an afternoon shift shall be deemed to mean any shift commencing later than noon and ceasing at, or before, midnight, and a night shift shall be deemed to mean any shift commencing at, or later, than midnight and ceasing at or before noon.”.

2. By deleting subclause (4) of clause 4 (Penalty Rates Etc.) of Schedule B and inserting the following in lieu thereof:–

“(4) *Shift Work* – In addition to the rates of pay prescribed by clause 5 (Wages) of this Schedule, employees whilst engaged on afternoon shift and night shift, as defined shall be paid an additional penalty rate as follows:

- | | |
|------------------------------------|--|
| (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) |

This extra shift rate shall not apply to shift work performed on Saturday and Sunday where extra payments apply for continuous shift work:

Provided that for the purposes of this subclause, an afternoon shift shall be deemed to mean any shift commencing later than noon and ceasing at, or before, midnight, and a night shift shall be deemed to mean any shift commencing at, or later, than midnight and ceasing at, or before noon.”.

Dated this twenty-fourth day of August, 2000.

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

Operative Date: 1 November 2000
Amendment – Shift Work
Released: 14 September 2000