

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

AMCOR CARTONBOARD AWARD - STATE 2005

Pursuant to s. 698 of the *Industrial Relations Act 1999*, the Amcor Cartonboard Award - State 2005 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Amcor Cartonboard Award - State 2005 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill
Industrial Registrar

AMCOR CARTONBOARD AWARD - STATE 2005

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Amcor Cartonboard Award - State 2005.

1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 27 June 2005.

1.4 Award coverage

1.4.1 This Award shall apply to Amcor Ltd trading as Amcor Cartonboard in respect of its operations at Petrie, and to its employees at this location or engaged in or in connection with the employers operations at this location.

1.5 Definitions

1.5.1 "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.

1.5.2 "Commission" means the Queensland Industrial Relations Commission.

1.5.3 "Continuous Shift" means work that is continuous for 24 hours per day over at least 6 consecutive days without interruption except during meal breaks, breakdowns, general overhaul or stoppages beyond the control of the employer.

1.5.4 "Grade" or "Classification" means the salaries grade to which an employee is assigned, and in addition to those tasks and duties as may be defined for that classification shall also include the tasks or duties defined in any lower grade or classification.

1.5.5 "Hours Bank" means hours recorded as in excess of the normal day or shift requirement to be reviewed each 3 months for consideration of separate compensation.

1.5.6 "Module" means a nominal 40 hours of supervised learning comprising one or more units of structured training.

1.5.7 "Nominal Salary Rate" is the total wage rate effective for Grade5/C10

1.5.8 "Rostered Shift" means a shift of which the employee concerned has had at least 48 hours' notice.

1.5.9 "Tasks" means those tasks or duties as may be defined or specified in clause 5.1.

1.5.10 "Union" means The Australian Workers' Union of Employees, Queensland; or The Automotive Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland; or The Electrical Trades Union of Employees of Australia, Queensland Branch.

1.6 Parties bound

- (a) Amcor Limited trading as Amcor Cartonboard (hereinafter called "the Employer");
- (b) The Australian Workers' Union of Employees, Queensland;
- (c) The Automotive Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland; and
- (d) The Electrical Trades Union of Employees of Australia, Queensland Branch.
- (e) This Award is legally binding on the employers and employees as prescribed by clause 1.4, the Unions and their members.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.

2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.

2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Consultative mechanisms and procedures in the workplace

3.1.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industries covered by this Award and to enhance the career opportunities and job security of employees in such industries.

3.1.2 Enterprise consultative committee

The enterprise consultative committee shall provide for equal representation of both employer and employee representatives. The primary role of the committee shall be to support the effective implementation of this Award. To achieve its primary role the committee will:

- (a) participate in a review of present and future training needs and the ongoing implementation of the Certificate of Pulp and Papermaking Technology;
- (b) support the development and introduction of training programs to facilitate the progression of all employees to a team based work organization;
- (c) develop, promote and monitor the ongoing progress of key performance measures towards the agreed targets;
- (d) appoint sub-committees, as appropriate, to assist with the management or monitoring of specific areas of the Award. Matters in respect to the Award which have been dealt with by clause 3.2 may, if appropriate, be referred to the enterprise consultative committee.

3.2 Grievance and dispute settling procedure

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

3.2.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.

3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.

3.2.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.2.5.

3.2.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.2.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.2.2 will not result in resolution of the dispute.

3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.

3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.

3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.

3.2.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.

3.2.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.

3.2.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

4.1 Contract of employment

4.1.1 *Engagement* - Employees shall be engaged on a weekly basis or, subject to agreement between the employer and the majority of employees concerned, on a monthly basis.

4.1.2 *Temporary employees* - For the purpose of providing for training, seasonal requirements or cover for extended periods of absence, the employer may offer short term employment in any classification prescribed by this Award for which a person possesses the required skills and qualification. This employment may be reviewed and either terminated or extended as appropriate:

Provided that all provisions and benefits of this Award shall apply.

4.1.3 The employer shall stipulate in writing at time of engagement whether the employment is to be on a weekly, monthly, part-time or temporary basis.

4.1.4 *Probation* - The engagement of all employees shall be probationary for the first 3 months of each period of employment:

Provided this period may be extended for up to a maximum further 3 months with agreement between the employer and the appropriate employee representative.

4.1.5 *Stand down* - The provisions of clause 4.1 shall not affect the right of the employer to deduct salary for any day during which an employee cannot be usefully employed because of any strike, any breakdown of machinery or any stoppage of work for any cause for which the employer cannot reasonably be held responsible.

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

Provided further that such duties are not designed to promote deskilling. Employees shall, in accordance with clause 4.1.6, work to their full level of skill and competence:

Provided any direction issued by the employer pursuant to clause 4.1.6 shall be consistent with the responsibilities under clause 10.1.

4.2 Employment categories

4.2.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment. Employment categories are:

- (a) Full-time;
- (b) Part-time (as prescribed in clause 4.3); and
- (c) Casual (as prescribed in clause 4.4).

4.3 Part-time employment

4.3.1 Part-time employees may be engaged in any grade or classification prescribed in this Award, for which they possess the required skills and qualification, under the following provisions.

4.3.2 Part-time employees shall be weekly employees who work on a regular number of hours on set days each week:

Provided that the hours and days may be changed subject to the employee receiving not less than one week's notice.

4.3.3 Ordinary working hours shall be more than 10 but less than 38 hours per week with a minimum payment for 4 hours on any one day.

- 4.3.4 Part-time employees shall be paid *pro rata* the salary prescribed by this Award, based on the hours worked, for the grade or classification under which they are engaged.
- 4.3.5 Part-time employees shall receive *pro rata* entitlements to all provisions of this Award. In the case of annual leave this shall be calculated on the average hours worked over the proceeding 12 months.
- 4.3.6 The proportion of part-time employees to weekly employees shall be as agreed between the employer and the Secretary of the Union.
- 4.3.7 An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with this Award. Where an employee and the employer agree, part-time employment may be converted to full-time and *vice versa* on a permanent basis or for a specified period of time. If such as employee transfers from full-time to part-time (or *vice versa*) all accrued Award and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

4.4 Casual employment

- 4.4.1 A casual employee means an employee engaged by the hour. Casual employees shall be paid 23% in addition to the rates of pay prescribed in this Award. The ordinary hours of work for casual employees shall not exceed 32 hours per week with a minimum engagement of 4 hours per day.

4.5 Cross functional duties

Where the efficiency of the enterprise would be enhanced by an employee who is primarily engaged in one stream (manufacturing and services or mechanical engineering or electrical engineering), performing work which interfaces with functions in another stream, then those functions may form part of the employees duties provided:

- 4.5.1 Manufacturing and services employees engaged in the generation of energy who have certification at Engineering Tradesperson Level 1 as defined in clause 5.1 may perform:
- (a) secondary maintenance duties, which are within their skill and competence and have an impact on the work or process for which the employee is primarily engaged; and
 - (b) primary maintenance duties, which are within their skill and competence, during any shut-down of the boiler or turbine operation.
- 4.5.2 Non-trade employees engaged in the manufacturing and services stream may perform secondary maintenance duties, which are within their skill and competence, the nature of those duties to be subject to consultation and agreement by the parties.
- 4.5.3 Trade employees engaged in the mechanical engineering or electrical engineering streams may perform secondary duties from within other streams, which are within their skill and competence, the nature of those duties to be subject to consultation and agreement by the parties:

Provided further:

- (a) the term secondary duties shall mean duties that the employee is not primarily engaged to perform and would therefore occupy the lesser part of the employees time and that the duties impact on the work or process for which the employee is primarily engaged to perform.
- (b) the parties agree that where consultation and agreement is required then that agreement shall not be unreasonably withheld.
- (c) employees have the appropriate statutory certification if required to perform the duties.
- (d) the performance of secondary duties are not designed to replace establishment levels of employees who are currently engaged in the primary function.

4.6 Anti-discrimination

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

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

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

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

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

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

4.7 Termination of employment

4.7.1 Termination by the employer

- (a) In order to terminate the employment of an employee the employer shall give the following notice:

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

- (b) In addition to the notice in clause 4.7.1(a), employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, shall be entitled to an additional week's notice.

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

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

- (d) The period of notice in clause 4.7.1 shall not apply to casual employees nor in the case of dismissal for misconduct (including dishonesty, intoxication or wilful disobedience) or other grounds that justify instant dismissal.

4.7.2 Notice of termination by employee

- (a) 2 days' notice of termination is required to be given by the employee to the employer.
- (b) If an employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate for the period of notice.

4.7.3 Casual employees

No notice is required to be given by the employer or the employee to terminate the hourly contract of employment of a casual employee.

4.8 Introduction of changes

4.8.1 Employer's duty to notify

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

opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

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

4.8.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their union or unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.8.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

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

4.9 **Redundancy**

4.9.1 *Consultation before terminations*

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

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

4.9.2 *Transfer to lower paid duties*

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

4.9.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of

such transmission was an employee of the transmitter of the business, becomes an employee of the transferee:

- (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transferee.
- (b) In clause 4.9.3, "business" includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

4.9.4 *Time off during notice period*

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

4.9.5 *Notice to Centrelink*

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

4.9.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.7.1(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.9.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

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

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

4.9.7 *Superannuation benefits*

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

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and

- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

4.9.8 *Employee leaving during notice*

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

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

4.9.9 *Alternative employment*

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

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

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

4.9.11 *Employees exempted*

Clause 4.9 shall not apply:

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

4.9.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.9 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A "company" shall be defined as:
 - (i) a company and the entities it controls; or
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.9.13 *Exemption where transmission of business*

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

4.9.14 *Incapacity to pay*

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

4.10 Continuity of service - transfer of calling

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Definitions of classifications

5.1.1 *Manufacturing and services employees - Grade definitions*

(a) Salary Grade 1

An assistant operator - Grade 1 is an employee at entry level with less than 3 months' continuous service. An employee at this Grade shall perform those duties defined for a utility operator Grade 4 which are consistent with the employees level of skill and competence.

(b) Salary Grade 2

An assistant operator -- Grade 2 is an employee with more than 3 months' continuous service. An employee at this Grade shall perform those duties defined for a utility operator Grade 4 which are consistent with the employees level of skill and competence.

(c) Salary Grade 3

An assistant operator - Grade 3 is an employee who has completed 12 months' continuous service. An employee at this Grade shall perform those duties defined for a utility operator Grade 4 which are consistent with the employees level of skill and competence.

(d) Salary Grade 4

A utility operator - Grade 4 is an employee who in addition to completing greater than 12 months continuous service has successfully completed 16 appropriate modules or equivalent accredited training, as will be prescribed within the agreed training manual being developed in accordance with the provisions of the Award. This training will include units (modules) from the Certificate in Pulp and Papermaking Technology. A utility operator will be a multi-skilled employee and have comprehensive knowledge and experience in the tasks performed by the workgroup. At this level an employee is responsible for assuring the quality of their own work. The level of training to be defined shall enable the employee to perform duties which may include:

- (i) inventory control; order taking; collection, receiving, weighing, inspection and dispatch of parts, goods, raw materials, finished product; transport and handling of raw materials, fuel, coal, chemical products;
- (ii) operation of mobile equipment and transport, including fork lift, travelling cranes, motor vehicles, tractors, front end loader, mobile cranes, trucks, (with appropriate certificates as required);
- (iii) assisting with the production of raw materials; stock preparation; paper and paperboard production; finishing and dispatch operations; machine breaks, shuts and wash-up;
- (iv) basic maintenance and adjustments of machinery and equipment; use of selected hand tools and measuring equipment; lubrication; assisting with trade maintenance;
- (v) maintain and monitor mill security and the movement of people and vehicles on and off the property; property maintenance;
- (vi) rigging, lifting and slinging of machine components and scaffolding, boiler attending, engine driving, (with appropriate certificates as required);
- (vii) maintaining manufacturing information systems; computer systems data input and retrieval.
- (viii) identification and reporting of basic faults or pending failure of equipment.

(e) Salary Grade 5

A process operator - Grade 5 is an employee who has met all previous requirements and has successfully completed 8 appropriate modules in addition to the requirements of Grade 4 or equivalent accredited training as will be prescribed within the agreed training manual. This training will include the Certificate in Pulp and Papermaking Technology. The level of training at Grade 5 is to align to a tradesperson. An employee at this level performs work above and beyond the skills of a utility operator Grade 4 and to the level of the employees training:

- (i) co-ordinates work in a team environment or works individually under minimum supervision and exercises independent judgment;
- (ii) has a sound knowledge of the process, work systems, product and materials, in area of accountability;
- (iii) understands and applies computer techniques and control systems, as they relate to production process operations;
- (iv) able to inspect product and/or materials for conformance with the quality system;
- (v) responsible for: chemi-mechanical pulp production; stock preparation and refining; paper and paperboard production; finishing operations; ancillary services and the generation of energy;
- (vi) operates, sets up and adjusts manufacturing machinery to the extent of training and performs a range of process maintenance functions including running adjustments to manufacturing equipment;
- (vii) planning, organising and basic production scheduling within the scope of the area of accountability or directly related functions;
- (viii) first class engine driving.

(f) Salary Grade 6

A senior process operator - Grade 6 is an employee who has met all previous requirements and has successfully completed 3 appropriate modules in addition to the requirements of Grade 5 or equivalent accredited training as will be prescribed within the agreed training manual. This training will include units (modules) from the Advanced Certificate in Pulp and Papermaking Technology. An employee at this level performs work above and beyond the skills of a process operator Grade 5 and to the level of the employees training:

- (i) co-ordinates and delegates work in a team environment or works individually under minimum supervision and exercises independent judgment;
- (ii) has a comprehensive knowledge of the process; work systems; operating costs; product and materials, in area of accountability, plus the up and down stream effects of decisions;
- (iii) able to implement action within area of accountability, to ensure product and/or materials conform with customer requirements and/or the quality system;
- (iv) accountability for production, supervision and the efficient operation of a defined area of the manufacturing process; energy generation; chemi-mechanical pulp stock preparation; wet end or dry end; finishing operations.
- (v) performs maintenance work on plant, machinery or equipment within area of accountability to the extent of skill and competence;
- (vi) ensures compliance with all statutory requirements within area of accountability;
- (vii) ensures the safe and efficient operation of all plant and equipment associated with the area of accountability;
- (viii) co-ordinate start ups, running and plant shutdowns to meet production schedules;

(g) Salary Grade 7

A process coordinator - Grade 7 is an employee who has met all previous requirements and has

successfully completed 3 appropriate modules in addition to the requirements of Grade 6 or equivalent accredited training as will be prescribed within the agreed training manual. This training will include units (modules) from the Advanced Certificate in Pulp and Papermaking Technology. An employee at this level performs work above and beyond the skills of a senior process operator Grade 6 and to the level of the employees training:

- (i) co-ordinates the work of others working in one/or more process areas under minimum supervision and exercises independent judgment for the safe and efficient operation of the process;
- (ii) has a comprehensive knowledge of the process; work systems, operating costs, product and materials, in area of accountability, plus the up and down stream effects of decisions;
- (iii) able to implement action within area of accountability, to ensure product and/or materials conform with customer requirements and/or the quality system;
- (iv) accountability for the supervision, work delegation and coordination of: stock preparation; refining and wet end operations; coating; testing and dry end operations; finishing and despatch operations; the efficient production and supply of energy and ancillary services.
- (v) performs maintenance work on plant, machinery or equipment within area of accountability to the extent of skill and competence;
- (vi) ensures compliance with all statutory requirements within area of accountability;
- (vii) ensures the safe and efficient operation of all plant and equipment associated with the area of accountability;
- (viii) co-ordinate start ups, running and plant shutdowns to meet production schedules;
- (ix) co-ordinates planning, organising and scheduling within the scope of the area of accountability or directly related functions;
- (x) prepares a forward work schedule to cover future production and maintenance requirements for plant and equipment and plans work accordingly.

(h) Salary Grade 8

A shift co-ordinator - Grade 8 is an employee who has met all previous requirements and has successfully completed 3 appropriate modules in addition to the requirements of Grade 7 or equivalent accredited training as will be prescribed within the agreed training manual. This training will include units (modules) from the Advanced Certificate in Pulp and Papermaking Technology. An employee at this level performs work above and beyond the skills of a process co-ordinator Grade 7 and to the level of the employees training:

- (i) co-ordinates the activities and work of the shift and exercises independent judgment for the safe and efficient operation of the process;
- (ii) co-ordinates on-the-job training in conjunction with trainers;
- (iii) has a comprehensive knowledge of the process; work systems; product and materials, plus the up and down stream effects of decisions;
- (iv) able to implement action, to ensure product and/or materials conform with customer requirements and/or the Quality System;
- (v) accountability for the planning, leading, organising and controlling of the operation of a shift.

5.1.2 *Engineering employees - classification group definitions*

(a) Salary Group: C10 - Engineering tradesperson level 1

Entry Level into the pulp and paper industry. An engineering tradesperson Level 1 is an employee who holds a trade certificate or tradespersons rights certificate as an:

Engineering tradesperson (electrical/electronic) Level 1;

Engineering tradesperson (mechanical) Level 1;

Engineering tradesperson (fabrication) Level 1;

- (i) and is able to exercise the skills and knowledge of that trade. An engineering tradesperson Level 1 works to the level of the employees training;
- (ii) exercises the skills attained through satisfactory completion of the training prescribed for this classification;
- (iii) operates all lifting equipment and materials handling equipment incidental to the employees work;
- (iv) 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;
- (v) has knowledge and competence in: arc welding and oxy cutting, excluding pressure vessels; lubrication techniques and principles; pump and equipment maintenance; pipefitting and piping systems; steam fitting.

Tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post trade training, to enable the employee to perform particular tasks.

(b) Salary Group: C9 - Engineering tradesperson level 2

An engineering tradesperson Level 2 is an employee who has not less than 2 years experience in the pulp and paper industry and has successfully completed the following accredited training:

- (i) 3 appropriate modules in addition to the training requirements of C10 level; or
- (ii) 3 appropriate modules towards an Advanced Trade Certificate; or
- (iii) 3 appropriate modules towards an Associate Diploma; as will be prescribed following the development of national skill standards.

An engineering tradesperson level 2 works above and beyond a tradesperson at C10 and to the level of the employees training:

- (A) exercises trade skills relevant to the specific requirements of the enterprise at a level higher than engineering tradesperson Level 1;
- (B) provides trade guidance and assistance as part of a work team;
- (C) has a basic understanding of the board making and manufacturing process;
- (D) has basic knowledge of mechanical plant and equipment, or electrical/instrument plant and equipment and electronics systems throughout the mill;
- (E) has knowledge of all isolation procedures; safety; and emergency principles and procedures throughout the mill.

Tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post trade training, to enable the employee to perform particular tasks.

(c) Salary group: C8 - Engineering tradesperson special class level 1

A special class engineering tradesperson Level 1 means an employee who has successfully completed the following accredited training:

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

6 appropriate modules towards an advanced trade certificate;

6 appropriate modules towards an associate diploma; as will be prescribed following the development of national skill standards. A special class engineering tradesperson Level 1 works above and beyond a tradesperson at C9 and to the level of the employees training:

- (i) exercises the skills attained through satisfactory completion of the training prescribed for this classification;
- (ii) works under limited supervision either individually or in a team environment;

- (iii) installs, repairs and maintains, tests, modifies, commissions and or fault finds on complex machinery and equipment which utilise 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;
- (iv) works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising interconnected circuits;
- (v) has knowledge and competence in T.I.G. and M.I.G. welding;
- (vi) has knowledge and competence in the use of monitoring and predicative maintenance equipment, and troubleshooting techniques in problem diagnosis;

Tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post trade training, to enable the employee to perform particular tasks.

(d) Wage group: C7 - Engineering tradesperson special class level 2

A special class engineering tradesperson Level 2 means an employee who has successfully completed the following accredited training:

3 appropriate modules in addition to the requirements of C8 level; or

9 appropriate modules towards an Advanced Trade Certificate; or

9 appropriate modules towards an Associate Diploma; as will be prescribed following the development of national skill standards. Training at this level may include units (modules) from the Certificate or Advanced Certificate in Pulp and Papermaking Technology or equivalent knowledge and understanding of the manufacturing process. An engineering tradesperson special class level 2 works above and beyond a tradesperson at C8 and to the level of the employees training:

- (i) exercises the skills attained through satisfactory completion of the training prescribed for this classification;
- (ii) has comprehensive knowledge of plant; equipment; systems; in area of accountability;
- (iii) has knowledge and competence in the application of correct purchasing principles and practices within the mill;
- (iv) has knowledge and competence in supervision, planning and maintenance management techniques;
- (v) has accountability for the cost effective maintenance of an area of the mill;

Tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post trade training, to enable the employee to perform particular tasks.

NB: 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 in itself justify classification of a tradesperson to this level.

(e) Salary Group: C6 - Advanced engineering tradesperson level 1

An advanced engineering tradesperson Level 1 means an employee who has successfully completed the following accredited training:

12 appropriate modules towards an Advanced Trade Certificate; or

12 appropriate modules towards an Associate Diploma; or

Equivalent accredited training; as will be prescribed following the development of national skill standards. An advanced engineering tradesperson Level 1 works above and beyond a tradesperson at C7 and to the level of the employees training:

- (i) exercises the skills attained through satisfactory completion of the training prescribed for this classification;

- (ii) performs maintenance planning and predictive maintenance work;
- (iii) prepares reports of a technical nature on specific tasks or assignments as directed;
- (iv) exercises broad discretion within the scope of this level.

Tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post trade training, to enable the employee to perform particular tasks.

(f) Salary Group: C5 - Advanced engineering tradesperson level 2

An advanced engineering tradesperson Level 2 means an employee who has successfully completed the following accredited training:

An Advanced Trade Certificate; or

15 modules or 2nd year part-time of an Associate Diploma; or

The equivalent level of accredited training; as will be prescribed following the development of national skill standards. An advanced engineering tradesperson Level 2 works above and beyond a tradesperson at C6 and to the level of the employees training:

- (i) exercises the skills attained through satisfactory completion of the training prescribed for this classification;
- (ii) provides technical guidance within the scope of this level;
- (iii) initiates reports of a technical nature on specific tasks or assignments within the scope of discretion at this level;
- (iv) has an overall knowledge and understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out task;
- (v) through a systems approach is able to exercise high level diagnostics skills on complex forms of machinery, equipment and instruments which utilise some combination of electrical, electronic, mechanical or fluid power principles;
- (vi) 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 an advanced engineering tradesperson Level 1.

Tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post trade training, to enable the employee to perform particular tasks.

(g) Salary Group: C4 - Engineering associate level 1

An engineering associate Level 1 means an employee who works above and beyond a technician at level C5 and has successfully completed the following accredited training:

22 modules or third year part-time of an associate diploma; or

The equivalent level of accredited training; as will be prescribed following the development of national skill standards and is engaged in:

- (i) 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
- (ii) planning of operations and/or processes including the estimation of requirements of staffing, materials cost and quantities and machinery requirements, purchasing materials or components, scheduling, work study, industrial engineering and/or materials handling processes.

(h) Salary Group: C3 - Engineering associate level 2

An engineering associate Level 2 means an employee who works above and beyond a technician at level C5 and has successfully completed the following accredited training:

An Associate Diploma; or

The equivalent level of accredited training; as will be prescribed following the development of national skill standards and is engaged in: performing drafting, or planning or technical duties which require the exercise of judgment and skill in excess of that required by an engineering associate at Group C4; or possesses the skills of an engineering associate Level 1 in a technical field and exercises additional skills in a different technical field as defined.

5.2 Annualised salaries

5.2.1 The salaries below have been set to include overtime, call backs, annual leave loading, public holidays and all allowances, associated with the conditions of employment of this Award as detailed in clauses 5.2.2, 5.2.3 and 5.2.4.

5.2.2 Day work employees

Grade/Classification		% of Grade 5 (C10)	Annualised salary
A	B		\$
	C3	140	76,090
	C4	133	72,547
	C5	128	70,017
	C6	123	67,486
8	C7	118	64,956
7	C8	113	62,426
6+		108.1	59,947
6	C9	106	58,883
5+		101.8	56,758
5	C10	100	55,847
4+		96.5	54,075
4		95	53,316
3		92	51,798
2		80	45,726
1		74	42,690

5.2.3 Continuous shift work employees

Grade/Classification		% of Grade 5 (C10)	Annualised salary
A	B		\$
	C3	140	92,418
	C4	133	88,059
	C5	128	84,946
	C6	123	81,832
8	C7	118	78,719
7	C8	113	75,605
6+		108.1	72,554
6	C9	106	71,247
5+		101.8	68,631
5	C10	100	67,510
4+		96.5	65,331
4		95	64,396
3		92	62,529
2		80	55,057
1		74	51,320

5.2.4 Day work employees 4 days on 4 days off

Grade/Classification		% of Grade 5 (C10)	Annualised salary
A	B		\$
C3		140	87,424
C4		133	83,315
C5		128	80,379
C6		123	77,444
8	C7	118	74,509
7	C8	113	71,574
6+		108.1	67,465
6	C9	106	65,000
5+		101.8	63,943

Grade/Classification		% of Grade 5 (C10)	Annualised salary
5	C10	100	61,888
4 +		96.5	61,008
4		95	59,247
3		92	52,203
2		80	48,680

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

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

Note 2: (a) Streams: A - Manufacturing and services stream. B - Engineering stream.

(b) At time of engagement it shall be the employer's prerogative to determine at what level within the classification structure it offers employment.

(c) Where an employee is re-engaged at Classification C10 in the trade for which an apprenticeship was served with the employer then the minimum time of 2 years' service as detailed in clause 5.1.2 (Salary grade definitions - engineering employees) shall be reduced to one year.

5.3 Annualised salary components

5.3.1 The annualised salaries detailed in clause 5.2 above have been calculated to include the following:

- (a) For day work employees: 52 weeks ordinary earnings.
- (b) For continuous shift work employees: 52 weeks ordinary earnings, plus all shift allowances, week-end premium, public holiday premium (except industry picnic day and Christmas Day), and annual leave loading.
 - (a) For 4-on 4-off: 52 weeks ordinary earnings, plus weekend premium and public holiday premium (except industry picnic day and Christmas Day).
 - (b) 5 days training for the development of teams.
 - (c) Payment for sick leave based on 10 days for the complete year.
 - (d) The annual leave loading for day work employees.
 - (e) Overtime and meal allowance based on the average hours worked over the past 3 years i.e. day work 5.5 hours times 1.8, shift work 2.3 hours times 2. The 4-on 4-off option includes 2.4 hours times 1.8.

5.4 Allowances

5.4.1 In addition to the annualised salary an employee will be paid the following additional annualised payments when involved in or performing the specified activity:

- (a) All employees

	\$
Fire and emergency team	1,807
First aid attendants	1,807
QA audit team member	1,129
CI Participation	1,129

- (b) Engineering employees

	\$
Tool allowance	
On day work	1,137

On continuous shift work	1,433
On 4-on 4-off	1,274

(c) Senior tradesperson Level 1

	\$
Classification C4	Nil
Classification C5	1,477
Classification C6	2,956
Classification C7	4,431
Classification C8 and C9	5,909

(d) Senior tradesperson Level 2

	\$
Classification C4	1,201
Classification C5	2,402
Classification C6	3,603
Classification C7	4,801
Classification C8 and C9	6,002

5.4.2 Explanation

- (a) First aid attendant - An employee who has a current St. John Ambulance first aid certificate and is appointed as a first aid attendant. Employees appointed will be required to attend first aid training arranged by the employer and will be responsible for ensuring their certificate is current. Training may include that attendants attain the Occupational First Aid Certificate. The above payment includes an average of 2 hours' training per month.
- (b) Fire and emergency team member - An employee who has undertaken the required training for the shift fire and emergency team and is appointed as a team member. Employees appointed to the fire and emergency team will be required to attend training arranged by the employer. The above payment includes an average of 2 hours' training per month.
- (c) QA Audit team member - An employee who has undertaken the required training and is appointed as an Audit team member shall be paid the above payment in recognition of the need to participate on Audit teams outside of their normal hours of work.
- (a) CI Participation - An employee who has undertaken the required training and is participating as a member of a formal continuous improvement team, shall be paid the above payment in recognition that teams may need to hold meetings outside of their normal hours of work.
- (b) Tools - An engineering tradesperson who is required to supply tools, shall receive the above payment for supplying and maintaining tools ordinarily required in the performance of their work as a tradesperson. This payment shall apply to apprentices on the same percentage basis as set out in clause 5.6.
- (c) Senior tradesperson Level 1 - An employee engaged on continuous shift who is appointed as a senior tradesperson and in addition to those duties as defined at the employees own classification level is accountable for all maintenance on shift
- (d) Senior tradesperson Level 2 - An employee who is appointed as a senior tradesperson and in addition to those duties as defined at the employees own classification level, has a wider range of duties including accountability within a defined process area of the mill for engineering planning, maintenance and supervision.

5.5 Manufacturing and services employees

5.5.1 *Grade plus* - An employee who is assigned to salary Grade 4, 5 or 6 and having attained all pre-requisite skills and qualifications at their Grade has the skills and qualifications to carry out the tasks and duties of an employee at the next whole Grade up, shall be paid at the "plus level" for their grade.

5.5.2 An employee who is paid at the "plus level" for their grade shall if required, work at the next whole level up with no change to their salary, provided that on each occasion this does not exceed 6 consecutive weeks. Where the period exceeds 6 consecutive weeks then the employee shall receive the higher salary for the period in excess of 6 weeks.

5.5.3 *Transfer to a lower Grade* - An employee who is transferred without having received at least 7 days' notice, shall continue to receive the higher salary for the balance of the 7 days' notice:

Provided that an employee who has attained all the skills and qualifications of the higher grade, and is competently performing the requirements of the position is transferred through no fault or choice of the employee, then the employees salary as prescribed above shall be maintained:

Provided further the employee remains ready willing and able to perform all duties required at the higher Grade.

5.6 Apprentices

5.6.1 The salary for apprentice employees shall be the undermentioned percentages of salary C10, as appropriate.

4 year term	Percentage of salary C10
	%
1st year	40
2nd year	55
3rd year	75
4th year	90

5.7 Payment of salaries

5.7.1 Salaries shall be paid by electronic funds transfer into a bank or building society account nominated by the employee.

5.7.2 Salaries shall be paid fortnightly, or subject to the agreement of the employer and the majority of employees concerned, monthly. Where payment is monthly then wages shall be available on the 15th of each month for the complete calendar month.

5.7.3 Upon the termination of employment, wages due to an employee shall be paid on the day of such termination or if not practicable on the next working day, or by such other method as may be agreed with the employee.

5.7.4 On or prior to pay day, the employer shall state to each employee in writing the amount of salary to which the employee is entitled, the amount of deductions made therefrom and the net amount being paid.

5.7.5 The annual salaries for all employees shall be calculated to the nearest one dollar.

5.7.6 The fortnightly salary shall be determined by dividing the annual salary by 26.

5.8 Deductions from salaries

Deductions from salary may be made subject to the agreement of the employer and the employees concerned, for which the consent in writing of the employee has been obtained.

5.9 Superannuation

5.9.1 All employees and the employer will make contributions into the APM (1987) Superannuation Fund, being a section of the Amcor Superannuation Fund, in accordance with the rules of the fund. Contributions to superannuation will be calculated on the "Nominal Salary Rate" (as defined in clause 1.5.7), at the following contribution levels:

- (a) Employees shall contribute an amount between 3% and 20% calculated on the "Nominal Salary Rate". This contribution may be made either pre or post tax.
- (b) The employer shall contribute an amount of 10% calculated on the "Nominal Salary Rate":

Provided that an employee may, subject to the intent of superannuation as a retirement benefit and the approval of the employer, access that amount of the employer's contribution which is above the compulsory amount required to be paid by superannuation guarantee legislation.

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

- (a) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
- (b) A person must not coerce someone else to make an agreement.
- (c) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373

(inspection of time and wage records) of the Act.

- (d) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure as contained in clause 3.2.

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

6.1 Hours of work

6.1.1 The ordinary hours for all weekly employees shall be 38 hours per week which shall be averaged as follows:

- (a) Day work employees - Over 2 weeks of 38 hours per week.
- (b) Continuous shift employees - Spread over a period required to meet the rotation of all shifts. The calculation on the annualised salary is based on a 5 crew roster which requires an additional average 2 hours per week.
- (c) 4 day rotation - This will be based on an 8 week cycle of 28 days at 10.86 hours.

6.1.2 *Day work* - The ordinary hours of work prescribed may be worked on any 5 consecutive days in the week, Monday to Sunday inclusive:

Provided any arrangement of hours which includes a Saturday or Sunday as ordinary hours shall be subject to agreement between the employer and the majority of employees concerned, and consultation with the appropriate Union.

These hours shall be worked continuously, except for meal breaks and rest pauses, between 6 a.m. and 6 p.m. With agreement between the employer and the workgroup and in consultation with the appropriate Union, the spread of hours may be altered and will be deemed to be part of the ordinary hours of work for the purposes of clause 6.1.2.

The ordinary starting and finishing times of various workgroups or individual employees, may be staggered, provided that there is agreement between the employer and the majority of employees concerned.

6.1.3 *Continuous shift* - The employer, after consultation with the Union shall prescribe a roster of shifts which shall provide:

- (a) For rotation, unless the employer and the majority of employees concerned desire otherwise; and
- (b) For not more than 8 shifts, other than overtime shifts, to be worked by any employee during any 9 consecutive days.

The Union shall be given an opportunity of discussing any proposed change in the shift roster and such change shall not be effected until at least 2 weeks' notice has been given to the employees concerned.

Shift work employees recognise their obligation to continue at work until relieved:

Provided that they are not required to work for more than 16 hours. The employer and the workgroups shall avoid double shifts as far as possible by using every endeavour to arrange relief.

6.1.4 *Length of day or shift* - The ordinary hours of work prescribed herein shall not exceed 12 hours on any day:

Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned:

Provided further that if the hours are to exceed 10 on any day then agreement is also required with the appropriate union.

6.1.5 *Timekeeping* - Is the responsibility of the workgroups, and employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available work time. Preparation for work and cleaning up of the employees person shall be in the employee's time.

Except as provided within the provisions of this Award, employees will not have an entitlement to leave without pay and other than for exceptional circumstances leave of absence shall not be approved.

6.1.6 *Rostered days off* - The employer and the majority of day work employees concerned shall determine when rostered days off are taken:

Provided that, to maximise the efficiency of the workplace, consent to vary the time of taking rostered days off shall not be unreasonably withheld.

Rostered days off may, by agreement between the employer and the employees concerned, be accrued up to a maximum of 5 rostered days off, which shall be taken within 12 calendar months of the date on which the first rostered day off was accrued, at a time or times agreed between the employer and the employees concerned.

6.2 Meal breaks and rest pauses

6.2.1 *Meal breaks* - All employees shall be allowed 30 minutes for a meal break which shall be taken at a time determined by the workgroup and may be staggered to meet the needs of the business. In the case of continuous shift employees and day work employees on a 4-on 4-off roster the meal break shall be paid and taken at a time so as not to interrupt the continuous operation of any plant or equipment.

6.2.2 *Rest pause* - Where practicable, employees shall be entitled to a paid rest pause in the first half of the working day for a tea break. The rest pause shall be taken at such time, determined by the workgroup, as will not interfere with the continuity of work. Employees on a 11.75 hour day shall also, if work permits, be allowed a rest pause in the second half of the working day.

6.3 Overtime

6.3.1 While overtime has been calculated into the annualised salary the following safety nets shall apply to ensure fair treatment for employees who are required to work above reasonable levels of time.

(a) During an annual shut or mill capital project, overtime worked in excess of 8 hours in any one week will be compensated. The payment will be based on the calculation formula in clause 6.3.1(c).

(b) The enterprise consultative committee will each 3 months review the total hours recorded in the "Hours Bank" (as defined) for each team or workgroup to consider additional payments, which will be based on the calculation formula in clause 6.1.3(c). Where the hours recorded by a team or workgroup over the 13 week review period exceed an average per person of: 107 hours for day work employees, or 45 hours for continuous shift employees, or 47 hours for employees on 4-on 4-off, then the members of that team or workgroup will be compensated for the hours in excess of these numbers. If a shift is on annual leave during the review period then the hours shall be determined on a *pro rata* basis. In the event that due to a reduction in establishment levels the total level of overtime required to be worked increases, then this shall be reviewed by the enterprise consultative committee.

(c) Calculation formula: Annual salary set out in clause 5.2.2 (Annualised salaries) divided by 1976 hours, times the excess hours worked, times 2

6.3.2 *Requirement to work reasonable overtime* - It is the intent of this Award that the total overtime should be reduced below those levels that have been incorporated within the annualised salary at clause 5.3.1 (g) (Annualised salary components). However employees, through arrangements to be put in place with workgroups, will be required to work reasonable levels of overtime to ensure the efficient operation of the business and employees shall work overtime in accordance with such requirement. Overtime hours worked, except as provided elsewhere within this Award, shall be credited to the employees "Hours Bank" (as defined).

(a) "A Make Shut" - Notwithstanding the above, the night, morning and afternoon machine and slushing crews shall work up to 12 hours (4 hours overtime) on an "A Make Shut" to clean all systems and assist to restart the board machine. Employees will not be required to work in excess of 12 hours for these reasons.

6.4 Crib breaks during overtime

6.4.1 *During overtime* - Employees who are required to continue work after their usual ceasing time shall be entitled to take a rest pause during the period of overtime worked.

6.4.2 *Prior to commencing ordinary time* - Employees who are required to work overtime for 2 or more hours immediately prior to their ordinary working time shall be allowed a 30 minute crib break at or immediately prior to the ordinary starting time.

6.5 Rest period after overtime

6.5.1 When overtime is necessary it shall be so arranged that day work employees have at least 10 consecutive hours off duty between the work of successive days and continuous shift employees have at least 8 consecutive hours off duty between the work of successive days:

Provided that a "call back" of less than 3 hours shall not be deemed to have interrupted the break.

- 6.5.2 An employee who has not had the prescribed break shall be released after completion of such overtime until the employee has had the prescribed hours off duty without loss of salary for ordinary working time occurring during such absence.
- 6.5.3 A day work employee who has worked more than 4 hours overtime and finishes later than 4.00 a.m., will be entitled to be absent for the normal working hours of that day without any loss of salary.
- 6.5.4 *Notice of week-end overtime* - When day work employees are required for work during a week-end they shall be notified as early as possible in each week and in any case not later than the end of day work on Thursday:

Provided that, in the event of a breakdown or other necessity to do work which could not be foreseen, notification may be given later than the time specified herein but in this event the longest possible notice shall be given.

- 6.5.5 *Call back* - An employee recalled to work overtime after having left the employers premises shall have all hours worked credited to the employees "Hours Bank" (as defined). In addition an employee may claim an amount of \$16.00 as reimbursement for travel expenses incurred through the requirement to report for work.
- 6.5.6 *Early start on short notice* - An employee called in to work overtime prior to commencing their ordinary time, without having received at least 8 hours' notice, may claim an amount of \$16.00 as reimbursement for travel expenses incurred through the requirement to report for work early.
- 6.5.7 *Transport of employees* - Where an employee working overtime is required to remain on duty to a time which precludes the employee from using any reasonable means of transport home, the employer shall provide the employee with transport to the employees home if required.

6.6 Shift work

- 6.6.1 Should the need arise for shift work other than continuous shift then the annual salary shall be determined in consultation between the employer and the appropriate Union.
- 6.6.2 An employee may be transferred from day work to shift work; from one rostered shift to another; or from shift work to day work, provided that the employee shall:
- (a) be given not less than 3 days' notice of such transfer;
 - (b) be entitled to first take any rostered break which immediately proceeds the transfer or receive not less than 24 hours break prior to commencing on the new shift or day, except that the 24 hour break shall not apply in the case of a transfer from day work to day shift or from day shift to day work;
 - (c) not be required to exceed the number of working days the employee would have worked during the current day or shift cycle;
 - (d) a day work employee who is required to transfer to continuous shift with less than 7 days' notice shall be paid an amount of \$200.00 as compensation for the shortage of notice.

6.6.3 Employees shall work a "Continuous Shift" roster as and when required.

6.7 Employee availability and obligation to provide cover

- 6.7.1 The parties recognise the need to ensure the continuity of the process and continuous plant operation. Each workgroup will ensure that appropriate and effective procedures and arrangements are in place to maintain the efficient operation of the process.
- 6.7.2 Each workgroup, in consultation with the employer, will develop a call-in system to ensure that the needs of the business to have people available, are met without undue delay. This may require that a roster be developed and employees while on the roster carry appropriate communication devices.
- 6.7.3 Until a workgroup has agreed an alternative system as provided by clause 6.7.2, employees engaged on continuous shift shall participate on a call-in roster which will require that those on the roster be available to be called upon to cover for a shortage of labour on the shift due to absenteeism.
- 6.7.4 The employer shall ensure that wherever practical, when notice is received that an employee will be absent for 5 or more days a relief will be provided as early as possible.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Period of leave

After completion of each 12 months of employment (less the period of annual leave) with the employer, an employee shall be entitled to annual leave during ordinary working hours to the following extent:

- (a) An employee on continuous shift (as defined) - 5 weeks.
- (b) An employee on day work or a shift, other than a continuous shift - 4 weeks.
- (c) Part of the year on day or shift work and part on a continuous shift a *pro rata* number of hours determined to the nearest 2 hours, in accordance with the scale in clauses 7.1.1(a) and 7.1.1(b).

7.1.2 Public holidays during annual leave

Annual leave for day work and non-continuous shift employees shall be exclusive of the public holidays. Annual leave for continuous shift (as defined) will be inclusive of public holidays for the purpose of allowing for shift rostering. The payment for public holiday's has been calculated into the annualised salary.

7.1.3 Calculation of service

Annual leave shall be computed from and including the 1st day of January in each year. An employee who has not completed 12 months' continuous employment at 31st December shall be entitled to *pro rata* annual leave calculated to the nearest 2 hours in accordance with the scale in clause 7.1.1.

7.1.4 Time of taking leave

Annual leave shall be given at a time fixed by the employer within a period not exceeding 12 months from the date when the right to annual leave accrued and after not less than 3 months' notice to the employee. The annual leave to which an employee is entitled shall, except as prescribed herein or as agreed between the employer and the employee, be taken in one or 2 continuous periods. An employee not entitled to annual leave for portion of any shut-down period may be stood-down without pay for such portion subject to there being no suitable employment available. It is recognised by the parties that in order to meet the needs of the business the employer may from time to time within the limits allowed by this Award vary the annual leave arrangements at the establishment or in a section or sections thereof.

7.1.5 Leave allowed before due date

The employer may require or allow an employee to take all or portion of the employee's annual leave before the employee is entitled to such leave, but in no circumstances shall the operation of clause 7.1.5 entitle the employee to annual leave in excess of that prescribed elsewhere in clause 7.1.

7.1.6 Payment for period of leave

Employees will receive their normal salary while on annual leave:

Provided that an employee who gives not less than 4 weeks notice to the paymaster, may be paid their leave entitlement prior to proceeding on annual leave. Leave loading has been calculated into the annualised salary.

7.1.7 Calculation of continuous service

Continuity of service shall not be broken by leave, which is lawfully granted by the employer in accordance with the provisions of this Award.

7.2 Sick leave

7.2.1 Entitlement

- (a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer:

Provided that part-time employees accrue sick leave on a proportional basis.

- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave for each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the number of hours which would have been worked by the employee if the employee were not absent on sick leave.

- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

7.2.2 *Employee must give notice*

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

7.2.3 *Evidence supporting a claim*

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

7.2.4 *Accumulated sick leave*

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

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

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

7.2.5 *Workers' compensation*

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

7.2.6 *Absence due to personal illness*

An employee who cannot attend for duty due to personal illness or injury will, subject to clause 7.2, continue to receive their annualised salary:

Provided the employee shall prove to the satisfaction of the employer that the employee was unable, on account of such illness or injury, to attend for duty on the day or days for which such payment is claimed:

Provided further that the continuation of payment shall be reviewed by the employer from time to time as appropriate.

The employee shall not be eligible for payment under clause 7.2 for any period in respect of which there is entitlement to workers' compensation. As far as practicable prior to the commencement of absence or if not, within 24 hours of such commencement the employee shall advise the employer of inability to attend for duty and state the nature of illness or injury and the estimated duration of absence.

As far as practicable the employee shall notify the employer at least 16 hours prior to normal starting time of intention to report for duty.

7.3 Bereavement leave

7.3.1 *Full-time and part-time employees*

Full-time and part-time employees shall, on the death of a member of their immediate family or household in Australia, be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 3* ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

*Clause 7.3.1 has been inserted as a result of an application to make this Award arising from the decision of the Full Bench of the Commission on 30 June 2004 (and published at (2004) 176 QGIG 479) to move to declare Industrial Agreements obsolete. Given the origin of clause 7.3.1 the provisions contained within it are not to be used as a precedent for any other matter whatsoever.

7.3.2 *Long-term casual employees*

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

7.3.3 "Immediate family" includes:

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

7.3.4 Unpaid leave

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

7.4 Long service leave

Employees covered by this Award shall be entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time provided that:

- (a) Payment for long service leave accrued prior to the 3 September 1995 shall be calculated on the "Nominal Salary Rate" (as defined) multiplied to the employees Grade or Classification Level prior to going on long service leave. Payment for long service leave accrued on or after 3 September 1995 shall be calculated on the employees annualised salary.
- (b) Long service leave as prescribed shall be inclusive of rostered days off occurring during the taking of any period of long service leave:
- (c) The accumulated entitlement to long service leave may be taken in one, 2 or 3 periods of not less than 4 weeks or as agreed between the employer and the employees concerned having regard to the purpose of long service leave.

7.5 Family leave

The provisions of the Family Leave Award 2003 apply to and are deemed to form part of this Award.

7.5.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award 2003;
- (b) a copy of the Family Leave Award 2003 is required to be displayed in accordance with section 697 of the Act.

7.5.2 The Family Leave Award 2003 also provides for the terms and conditions of leave associated with:

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

7.6 Public holidays

7.6.1 Subject to clause 7.6.5 all work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);

- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the Holidays Act 1983, to be kept in place of any such holiday

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

7.6.2 *Labour Day*

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

7.6.3 *Annual show*

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

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

7.6.4 *Industry picnic day*

All employees shall be entitled to a holiday known as industry picnic day which shall be contiguous with the Christmas Day public holiday.

7.6.5 *Substitute day*

Day work and non-continuous shift employees, may where there is agreement between the majority of employees concerned and the employer, and subject to statutory limitations, substitute other ordinary working days for the statutory holidays specified in this clause.

7.6.6 *Payment for work on public holidays or on a substitute day*

Where the annualised salary does not provide compensation for work on any of the days provided for by clause 7.6.1, employees shall have their "Hours Bank" (as defined) credited for the hours worked:

Provided that there shall be a minimum of 3.5 hours credit where the hours worked are less than or equal to 3.5 hours, and a minimum of 7 hours credit where the hours worked are greater than 3.5 hours:

Provided further that all time worked on industry picnic day or Christmas Day shall be paid at the annual salary set out in clause 5.2 divided by 1976 hours, times the hours worked, times 3.

7.6.7 *Employees who do not work Monday to Friday of each week*

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

- (a) A full-time employee is entitled to either payment for each public holiday or a substituted day's leave.
- (b) A part-time employee is entitled to either payment for each public holiday or a substituted day's leave:

Provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.

- (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (d) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25th December) is to be paid at the rate of double time.

- (e) Nothing in clause 7.6.7 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

7.6.8 *Double time and a-half*

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

7.6.9 *Stand down*

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and New Year's Day.

7.6.10 *Substitution*

Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of double time and a-half at the employees' ordinary time rate of pay.

7.7 Jury service

7.7.1 An employee required to attend for jury service will continue to receive their annualised salary provided the amount payable by the Sheriffs Office, in respect to attendance, is paid direct to the employer.

7.7.2 An employee shall notify the employer as soon as possible of the date upon which attendance for jury service is required. Further the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

7.7.3 An employee will not be required to work past 10:00 p.m. on the day prior to being called upon to attend for jury service. Further an employee who is on continuous shift shall be provided the opportunity to transfer to day work, without loss of salary, during the period for which the employee is on-call for jury service.

7.8 Workers compensation

7.8.1 An employee who is absent due to a compensible injury will continue to receive their annualised salary:

Provided the payment for wages payable by the Workers' Compensation Board is paid direct to the employer. In the event the continuation or amount of payment is reviewed by the Workers' Compensation Board then this will also be reviewed by the employer.

7.9 Lost time and unpaid absence

Where an employee is absent and salary is to be deducted, this shall be calculated on the appropriate hourly rate for the hours absent. Where an hourly rate is required this shall be calculated as the annualised salary or annualised payment, divided by 1976 hours for day work employees and 2080 hours for continuous shift employees.

PART 8 - Transfers, Travelling and Working Away from Usual Place of Work

No provisions inserted in this Award relevant to this Part.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Commitment to training

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

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
- (c) removing barriers which restrict the utilisation of skills acquired;.
- (d) development of self managed work teams.

- 9.1.2 Training programs shall recognise the need to develop vocational skills relevant to the enterprise. Ideally these may be through courses conducted by accredited educational institutions and providers.
- 9.1.3 Skills analysis shall be conducted as required to determine the training needs of employee's and allow for both broad/cross skilling and career path development.
- 9.1.4 Training may be undertaken either on or off the job:

Provided that, subject to approval, if training is undertaken during ordinary working hours, the employee concerned shall not suffer any loss of salary.

- 9.1.5 Broad/cross skilling is mandatory and may be carried out during ordinary time. Where this is not possible attendance may be required outside of rostered/ordinary time.
- 9.1.6 Each employee shall, subject to prevailing statutory requirements, acquire the skills and learn any other job within their classification and shall provide instruction and/or training as appropriate to another employee as required.
- 9.1.7 Where an employee is required to attend training as prescribed in clause 9.1.5, then the employee may claim an amount of \$16.00 for each hour of attendance as reimbursement for any expenses incurred through the requirement to be in attendance.
- 9.1.8 Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks that are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure:

Provided that reimbursement shall be on an annual basis subject to the presentation of reports of satisfactory progress.

9.1.9 *Employee Involvement in TQM*

To facilitate the ongoing improvement of both the efficiency and productivity of the enterprise, employees will actively participate in an ongoing program of Continuous Improvement through a program of Total Quality Management (TQM).

9.2 Teams development

The company is progressively moving forward on developing further the concept of employees working in structured teams. Ultimately these teams will manage much of their own day to day activity. In recognition of the need to provide employees with the skills required, 5 days or 40 hours of training time has been built in to the calculation of the annualised salaries. In consultation with the Enterprise Consultative Committee a program will be developed for teams training together with guidelines on the time that training is provided. These guidelines will include a requirement that employees receive not less than 4 weeks' notice of the date to attend training. Where training is to occur on days off, then the committee will endeavour to arrange this to minimise the disruption to the employees break.

9.3 Career paths

- 9.3.1 Career paths have been established which have regard to the standards of the National Training Board. However these must continue to reflect the needs of the enterprise and the parties agree that they may need to be reviewed subject to changes in technology, training and industry needs. Any changes will be varied by agreement.
- 9.3.2 These career paths promote skill acquisition and allow for career path movement in line with the skills acquired and used.
- 9.3.3 Career paths will include specific modules relevant to the enterprise, e.g. papermaking processes, maintenance, safety, team dynamics, problem solving techniques, supervision. Where appropriate, training modules should be accredited.
- 9.3.4 Broad/Cross skilling acquisition up to and including the level at which an employee is classified is mandatory before vertical movement through the career path can occur. However employees engaged prior to 29 August 1991 who are at Grade 4 will not be compelled to up-skill.
- 9.3.5 An employee will be entitled to seek re-classification to the next highest level on the career path when:

- (a) the employee has successfully attained all pre-requisite qualifications and skills and completed the necessary on and off the job training requirements to the skill and competency standards prescribed in the definition for the next highest classification level; and

- (b) where the exercise of those higher level skills occurs on a regular basis and they form a significant part of the employee's work.

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

10.1 Workplace health and safety

- 10.1.1 The employer and employees shall comply with the requirements of the *Workplace Health and Safety Act 1995*, and any amendment thereof, and with regulations made under the said Act.
- 10.1.2 Employees shall ensure all work is performed in a safe and responsible manner with particular attention to housekeeping.
- 10.1.3 An employee who is supplied with protective equipment or material is required to wear or use it in such a way as to achieve the purpose for which it is supplied.
- 10.1.4 Employees may from time to time be required to undertake a health or physical assessment to ensure that the work requirements or the work environment will not adversely effect their well being.
- 10.1.5 The employer will endeavour to provide suitable alternative duties for a defined period of time where this will facilitate the rehabilitation of an employee who has suffered a compensatable injury at work. Those duties will be subject to agreement between the employer, the employee and the treating doctor.

10.2 Environment

The employer and employees shall comply with the requirements of the *Environmental Protection Act 1994*, and any amendment thereof, and with Regulations made under the said Act.

10.3 Amenities

Suitable amenities shall be provided by the employer and such amenities shall comply with the requirements of the *Workplace Health and Safety Act 1995*, and any amendment thereof, and with regulations made under the said Act.

10.4 Tools

All tools and other special equipment, except as provided in clause 5.4, required to be used by employees in the course of their work shall be supplied and maintained by the employer, however any employee shall be liable for any damage done to such tools and equipment willfully or by neglect.

10.5 Site security

The parties to this Award acknowledge the need to ensure that goods, materials or property are not removed from the premises of the employer without appropriate authority, to this end it is agreed that as a condition of employment employees shall co-operate with all security arrangements.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry procedure

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long

as:

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

11.1.3 *Inspection of records*

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

11.1.4 *Discussions with employees*

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

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

- (a) the employee's award classification;
- (b) the employer's full name;
- (c) the name of the award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;

- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;
- (e) if appropriate, the date when the employee ceased employment with the employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

11.3 Trade union training leave

11.3.1 Subject to the provisions of clause 11.3 a Union delegate or duly elected employee representative will be entitled to up to 5 days training leave with pay each calendar year, non cumulative, to receive training directed at the enhancement of the operation of the dispute settling machinery.

11.3.2 Training leave will be granted upon an application in writing to the employer requesting such leave, provided the employer can make adequate staffing arrangements. The application to the employer must include the nature, content and duration of the course to be attended.

11.3.3 Training leave must be to attend courses conducted or approved by the Union/s.

11.3.4 While on training leave, the employee will be paid their usual annualised salary.

11.3.5 All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in clause 11.3 will be the responsibility of the employee or the Union/s.

11.4 Posting of Award

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

11.5 Union encouragement

Preamble

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

11.5.1 Documentation to be provided by employer

At the point of engagement, the employer shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by each employee.

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

11.5.2 Union delegates

- (a) Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.
- (b) The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.5.3 *Notice Boards*

The employer shall permit notice boards of reasonable dimensions to be erected in prominent positions in the establishment, upon which accredited Union representatives shall be permitted to post formal Union notices, signed or countersigned and dated by such representative. No other notices shall be affixed to the notice boards without the permission of the employer.

Dated 24 June 2005.

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

Operative Date: 27 June 2005.
Repeal of Industrial Agreement and New Award -
Amcor Cartonboard Award - State 2005.
Released: 8 August 2005